

Dining Service Contract

MASTER CONTRACT

BETWEEN

THE

**LOCAL 1918, CHAPTER T, AFFILIATED WITH
COUNCIL 25, OF THE INTERNATIONAL UNION
OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

and the

BOARD OF EDUCATION

of

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AFSCME, AFL-CIO, ~~IBEW~~
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GRAND BLANC COMMUNITY SCHOOLS

August, 2005 - August, 2009

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AGREEMENT

THIS AGREEMENT, entered into on this August, 2000 between the Grand Blanc Board of Education, hereinafter referred to as the **EMPLOYER**, and Local 1918, Chapter T, affiliated with Council 25, of the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the **UNION**.

PREAMBLE - INTENT AND PURPOSE

Section 1 - It is the intent and purpose of the parties to promote and improve the economic relations between the Employer and the Union, to establish a specific understanding relative to rates of pay, wages, hours of employment, and other specified conditions of employment, to provide a means for the orderly disposition of grievances arising from alleged violations of this Agreement, and to eliminate interruptions of work and interference with the efficient operation of the Employer's operations.

Section 2 - The parties encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

Section 3 - The following constitutes an entire agreement between the parties, and no verbal statement shall supersede any of its provisions. This agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by contract or past practice.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as stated herein, of all employees within the unit specified by the State of Michigan Employment Relations Commission (certification #R-73-C-118), as all food service employees, including Preparation and Satellite Managers, Cooks/Bakers, Helpers, Salad Bar, Cashiers and Truck Drivers and excluding Supervisors, substitutes, secretaries and all other school employees.

ARTICLE II

AGENCY SHOP

Section 1 - Employees covered by this Agreement at the time it becomes effective, or afterward hired, re-hired, reinstated or transferred, shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement or pay a service fee equivalent to the amount of dues uniformly required commencing with the effective date of the contract.

Section 2 - Non-payment of special dues levied by Local 1918, other than monthly dues, shall not be construed as affecting the good standing of the employee insofar as disciplinary action on the part of the employer at the request is concerned.

Section 3 - On or after the sixty-first (61st) day following the beginning of employment, any present or future employee who is not a Union member and who has not made application for membership shall, as a condition of employment, pay to the Union each month a service fee equivalent to the amount of dues uniformly required of members of the Union.

Section 4 - Employees shall be deemed to be in compliance with the meaning of this Article if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.

Section 5 -

- A. The Employer shall be notified in writing by the Union of any member who is sixty (60) days in arrears in the payment of membership dues or service fees.
- B. Within ten (10) working days from the date the Union notifies the Employer that the employee is in arrears, the Employer shall:
 - 1. Notify the employee of the provisions of this Agreement by sending the employee a copy of Article II,
 - 2. Obtain the employee's response, and
 - 3. Notify the Union of the employee's response.
- C. In the event the employee has not paid the dues or service fee, the Union will proceed to request termination of the employee by written notice to the Employer, with a copy to the employee, registered mail, return receipt requested, and a statement that the Union has complied with this article, including any necessary adjustment and service fee.
- D. Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.

ARTICLE II - continued

E. The employee shall then be terminated unless the employee can produce evidence of compliance.

Section 6 - Disputes Concerning Membership - Any dispute arising as to the employee's membership in the Union shall be reviewed by the designated representative of the employer and a representative of the Local Union.

Section 7 - Indemnification - The Union shall furnish monthly to the Employer, signed cards for additional members. The Union shall indemnify and save the Employer, including each Board member, harmless against any and all claims, demands, suits, judgments, court costs, legal fees or other forms of liability including back pay, unemployment, etc., that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this section, or in reliance on any cards, notice or assignment furnished under any such provisions.

ARTICLE III

UNION DUES

Section 1 - Payment by Check-Off or Direct to Union - Employees may tender monthly membership dues by signing the Authorization for Check-Off of Dues Form and service fee. Any food service employee who has paid Union dues directly to the Union prior to August 15, 1994 may continue to do so.

Section 2 - Check-Off Form - During the life of this Agreement, and in accordance with the terms of the form of Authorization of Check-Off of Dues, hereinafter set forth and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the preceding "Authorization for Check-Off of Dues" form. Such Union dues shall be deducted (when authorized) during the month of membership and not in advance.

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the last pay of the month and each month thereafter.

Section 3 - Remittance of Dues to Financial Officer - Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues have been deducted as soon as possible after the 15th day of the succeeding month.

Section 4 - Termination of Check-Off - An employee shall cease to be subject to Check-Off deductions beginning with the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of the month in which the termination took place.

ARTICLE IV

BOARD RIGHTS

Section 1 - The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board and in conformity with the provisions of this contract. This contract shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment, the operations and to direct the working forces and affairs of the Employer, but not in conflict with the specific provisions of this contract.
2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.
3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.
4. Adopt reasonable rules and regulations, but not in conflict with the specific provisions of this contract.
5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, building or other facilities, but not in conflict with the specific provisions of this contract.
7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.
8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, but not in conflict with the specific provisions of this contract.
10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV - continued

Section 2 - Waiver - The parties expressly declare that they have bargained between them on all phases of hours, wages and working conditions, and that Agreement represents their full and complete agreement, without reservation or unexpressed understanding. Any aspect of hours, wages and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for bargaining during the life of this Agreement, and may not be raised for further bargaining or negotiations without the written consent of all the parties hereto. Any such consent and written agreement arising there from shall be approved or rejected within a period of ten (10) days by Chapter T of Local 1918 affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO.

Section 3 - Entire Agreement - This contract constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the terms of the contract. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Union. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Employer and the Union. The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

Section 4 - Severability - If any provisions of the Agreement of any application of the Agreement to any employee shall be found contrary to law, then such provisions or application shall be deemed null and void, but all other provisions of applications shall continue in full force and effect. The parties shall meet and attempt to negotiate that portion of the contract that is unenforceable.

ARTICLE V

REPRESENTATION

Section 1 - The Union shall be represented by a committee of four (4) stewards, four (4) alternate stewards and the Chapter Chairperson. The designated steward shall represent all employees working in a designated category.

Section 2 - The Union will furnish the Board with the designated categories, names of its officers, stewards and alternates, and such changes as may occur from time to time in such personnel.

Section 3 - In the processing of a grievance, if it becomes necessary for the steward to leave his work, he shall first notify his supervisor and arrange a mutually satisfactory time. The steward leaving his work during working hours without loss of time or pay is subject to the understanding that such time be devoted to the proper handling of the grievance; this will be done as expediently and with as little interruption of work as possible. Any abuse will be grounds for disciplinary action.

Section 4 - If the steward is required to go to another building other than his own in handling a grievance, stewards will check in and out of the respective buildings on a form provided for that purpose.

Section 5 - Except as set forth above, it is understood that stewards will perform regularly assigned work at all other times, and no steward or any other employees shall be granted time off for the purpose of handling Union matters or affairs unless specific permission, in writing, has been granted by the Supervisor.

Section 6 - In the course of investigation of any grievance, representatives of the Union will report to the supervisor of the building being visited and state the purpose of the visit immediately upon arrival.

ARTICLE VI

SPECIAL CONFERENCE

Section 1 - Upon the request of either party, special conference for important matters shall be arranged at a mutually agreed time between the Chapter Chairman, or his designated representative, and the Supervisor or her designated representative.

Section 2 - When such a meeting is scheduled, it shall be between two (2) representatives of the Union, and two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conference shall be held at a mutually agreed upon time and shall be limited to one (1) hour duration unless extended by the parties. This meeting may also be attended by a representative of the Council and/or a representative of the International Union.

Section 3 - The Union representative may meet at a place designated by the Employer on the Employer's property one-half (½) hour preceding the conference.

Section 4 - If the meeting is requested by the Union, it will be held after work hours or during work hours without pay to the Union representatives.

Section 5 - If the meeting is requested by the Employer, Union representatives shall be paid for lost time during their regular work hours at their regular rate of pay.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1 - Definitions

- A. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. A grievance is defined as an alleged violation of the specific and express terms of this Agreement.
- B. The "aggrieved person" is the person or persons making the claim.
- C. The term "employee" includes any individual or group who is a member of the bargaining unit covered by this contract.
- D. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" shall mean "working days".
- F. The term "grievance" as defined above shall not apply to:
 - 1. The provisions of insurance contracts and policies as defined by the carrier.
 - 2. The termination of services or failure to re-employ any probationary employee.
 - 3. Any matter involving employee evaluation unless it involves a warning, reprimand, suspension or discharge.
 - 4. Any matter for which there is recourse under State or Federal statutes.
- G. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant(s) except in a class action grievance, where the signature of the Chapter Chairperson and/or stewards shall represent the unit. If the grievance goes beyond Level II, that grievance would be signed by the grieving employees (those requesting relief).
 - 2. It shall contain the facts giving rise to the alleged violation.
 - 3. It shall cite the section or subsections of this contract alleged to have been violated.
 - 4. It shall contain the date of the alleged violation.
 - 5. It shall specify the relief requested.
 - 6. The grievance will be submitted within ten (10) days of the alleged violation to their Supervisor.

ARTICLE VII - continued

Section 2 - Grievance Procedure -

- A. **Step One** - Before entering into the following grievance procedure, it is the desire of the Union and the Employer that effort has been made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of a Union Steward may be requested.
- B. **Step Two** - If the matter is not satisfactorily resolved in the informal conference, the employee(s) having a grievance, shall submit such grievance, in writing, to the Supervisor of Food Services within five days of the informal conference at Step One. The Supervisor shall render his/her decision, in writing, within five (5) days after receipt of the grievance to the grieved employee(s) and Union Steward.
1. If the grievance is not satisfactorily adjusted at Step Two, it may be submitted to Step Three within five (5) days after receipt of the Supervisor's decision.
 2. Any grievance not appealed from a decision at any step of this procedure to the next step within five (5) days of such decision, shall be considered settled on the basis of the last decision.
 3. If the Employer does not respond within the time limits of the grievance procedure, the employee may appeal to the next allowed grievance.
- C. **Step Three** - If the Supervisor's decision is not satisfactory, the grievant(s) or the Union Representative shall file an appeal to the Superintendent or his designees. The concerned party(s) may request a meeting upon submittal of the grievance with the Superintendent or his designee. Such meeting shall be held within ten (10) days of request and a decision shall be rendered, in writing, by the Superintendent or designee within ten (10) days from receipt of the grievance. An extension of time may be arranged by mutual agreement, in writing, and signed by both parties.
- D. **Step Four** -
1. If the Superintendent's decision is not satisfactory, the grievant(s) or Union Representative shall file an appeal to the Board of Education by way of the Administration. The concerned party(s) may request a meeting upon submittal of the grievance. Such meeting shall be held within ten (10) days of the request. An extension of time may be arranged by mutual agreement, in writing, signed by both parties. The Board panel will consist of 1 - 3 Board members.
 2. If a decision is not reached at this hearing, a decision will be furnished, in writing, to the President of the Grievance Committee of the Union within ten (10) days after such hearing.

ARTICLE VII - continued

E. Step Five -

1. In the event of a grievance as defined in Section 1 of this procedure is not resolved at Step Four, the parties may proceed to arbitration. The parties shall jointly agree on an arbitrator within ten (10) days following the receipt of written notice. If an arbitrator is not selected within the ten (10) days, the moving party may, within the next thirty (30) working days, apply in writing to the American Arbitration Association and/or the Federal Mediation & Coalition Services. The arbitration procedure shall be conducted, including the selection of an arbitrator, in accordance with the American Arbitration Association rules.

Written notice of appeal and the Union's intent to arbitrate shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. No more than one (1) grievance may be submitted in one (1) arbitration proceeding, except by mutual agreement of the parties.

The Employer and the Union recognize that Arbitration is a complex and expensive process. To avoid disputes between the parties as to the role of the Arbitrator, the following sections are agreed upon:

2. **Powers of the Arbitrator** - It shall be the function of the Arbitrator and he shall only be empowered to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. His powers shall be limited by the following:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. Any award of wages made by the Arbitrator based upon an alleged mis-computation of a pay check shall be limited to the beginning of the pay period immediately preceding the pay period in which the grievance was filed. Exception shall be made when an employee changes from one classification to another.
 - c. He shall have no power to establish salary scales or change any salary.
 - d. He shall have no power to substitute his judgment for that of the Board as to the reasonableness of such practice, policy, rule or any action taken by the Board unless any policy, practice or rule is in violation of this agreement.
 - e. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains the reserved right of the Board.

ARTICLE VII - continued

- f. In rendering decisions, the Arbitrator shall have due regard for the rights and responsibilities of the Union provided in this Agreement and for the rights and responsibilities of the Board, and shall so construe the Agreement that there will be no interference with the exercise of such rights and responsibilities, except as those rights may be expressly conditioned by the Agreement.
 - g. In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - h. He shall have no power to interpret State or Federal Law.
3. There shall be no appeal from an Arbitrator's decision; it shall be binding on the Union, its members, the employees involved, and the Board if within the scope of his authority as set forth above, subject to judicial review for exceeding his authority.
 4. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
 5. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance.
 6. All grievance steps and arbitration proceedings are to be conducted outside regular working hours unless the Board consents, in writing, to the contrary.
 7. The Arbitrator cannot grant relief extending beyond the termination date of the contract.
 8. **Claims for Back Pay** - All grievances must be filed within ten (10) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed except in a situation where the employee or the Union failed to have knowledge of the violation occurring.

In no event shall back pay exceed sixty (60) days.

- a. No decision in any case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representative case.
- b. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibility, subject to the final decision of the grievance.

ARTICLE VII - continued

- c. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any individual.
- d. Where more than one written grievance involving the same issue has been filed and processed through the grievance procedure to Level III, the parties may, by mutual written agreement at that level, select one of the grievances as representative of the group. The remaining grievance(s) shall then be held in abeyance at that level while the selected representative grievance is furthered in the grievance procedure. The ultimate decision of the selected grievance shall then be applicable to the remaining grievance(s) held at Level III.

Section 3 - Time Limits - Any grievance not processed within the applicable time limits is considered settled on the basis of the Employer's last answer.

Written grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than ten (10) work days after the alleged violations. No grievance involving a suspension or discharge will be discussed or considered which is presented later than the two (2) work day provision, as outlined in Article VII, Section 4, Special Procedure - Suspension or Discharge.

There shall be no processing of grievances during the first hour of the shift, except the presentation of grievances under Article VII, Section 4, Special Procedure - Suspension or Discharge.

Section 4 - Special Procedure - Suspension or Discharge - Any complaint that a suspension or discharge was without cause must be filed as a written grievance directly to Step Three of the Grievance Procedure within five (5) work days of the date of notification of the discharge or suspension to the steward or alternate steward. The written grievance shall be accompanied by a statement signed by the employee that he objects to the discharge and the specific reasons upon which the objection is based. A meeting between the Union and the Superintendent or his designee will be scheduled within two (2) work days thereafter, and the Employer will give a written disposition within two (2) work days after such meeting. If the grievance is not resolved, it may be appealed to arbitration within ten (10) calendar days of the receipt by the Union representative of the Employer's written answer.

An employee who has been suspended or discharged may request the presence of the steward for the purpose of discussion, in a location designated by the Supervisor, before the employee is required to leave the premises. Such a request will be transmitted promptly to the steward, or in the steward's absence, to the Chapter Chairman, who will be permitted to respond to the call.

Section 5 - Special Complaint - Any complaint that an employee is being discriminated against because of race, color, creed, age, sex, marital status, or national origin, may be filed at Step One of the Grievance procedure. Any such claim must be supported by written evidence at the time the complaint is filed.

ARTICLE VIII

NO STRIKE - NO LOCKOUT

Section 1 - Union officials and Union members, individually and collectively, shall not, under any circumstances during the life of this Agreement, encourage, condone, cause, authorize, or take part in any illegal picketing, work stoppage, sit-down, stay-in, slow-down, strike, or any curtailment of work or interference with business operations in or about the Employer's premises or property.

Section 2 - If any employee or employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by the Employer. An employee who believes that discharge or other discipline by the Employer concerning him was not justified, shall have recourse to the appropriate grievance procedure.

Section 3 - If any employee or employees represented by the Union should violate the intent of this Section, the Union will take positive measures to effect a prompt resumption of work.

Section 4 - The Employer agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lockout during the life of this Agreement.

ARTICLE IX

SENIORITY

Seniority is defined as the length of service of the employee with the Employer from his last date of hire, and all Employer responsibility to the employee on the basis of seniority is as hereinafter set forth.

Section 1 - Acquiring Seniority - In order to acquire seniority, a new or rehired employee must complete sixty (60) working days of employment uninterrupted by layoff or leave of absence. During this period, the employee shall be considered probationary and may be terminated without recourse to the Grievance Procedure. In order to acquire seniority, an employee must satisfactorily complete the probationary period. In the event sixty (60) working days of employment are acquired within ninety (90) days as a result of reinstatement of a probationer temporarily laid off, or granted excused absence for personal illness or death in the immediate family, the date of entry into the classification shall be recorded as sixty (60) days prior to the day he or she completes the probationary period.

Section 2 - Loss of Seniority - An employee shall be terminated and lose his seniority if:

- A. The employee quits
- B. The employee is discharged and not reinstated
- C. The employee fails to report for work upon notice of recall from layoff by certified mail or telegram to the last known address unless he or she notifies the supervisor within three (3) days, exclusive of days when no mail deliveries are made. Such an employee shall be recorded as a voluntary quit. In proper cases, exceptions shall be granted upon the employee producing convincing proof of his/her inability to give such notice if such proof is brought forward within ten (10) work days.
- D. The employee is absent for any reason whatever for a period equivalent to accumulated seniority up to a maximum of twelve (12) months, except Occupational Disability Leave, as provided in Article XII, Section 3.
- E. The employee is absent for three (3) consecutive days without prior approval or authorization for a leave of absence. The employee may be reinstated with full seniority if absent for no more than five (5) consecutive work days, but presents a reason satisfactory to the Employer for the employee's inability to secure a leave of absence.
- F. The employee fails to report for work on his regular shift on the first regularly scheduled work day following a leave of absence, or fails to secure an approved extension of a leave of absence.

ARTICLE IX - continued

- G. The employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence.
- H. The employee is employed elsewhere during a leave of absence, except Union leave, as provided in Article XII, Section 7.

Section 3 - Definition of Status - For the purpose of this Agreement, employees shall be designated at time of hire as full-time, part-time, or substitute. A full-time employee shall be deemed to be an employee who is scheduled to work twenty-five (25) hours per week. A substitute employee shall be deemed to be an employee hired on a day-to-day basis. Substitute employees shall not acquire seniority or be covered by the provisions of this Agreement (exception Article XV, Section 2), or be retained in employment when seniority employees in the bargaining unit are laid off in a reduction in force. A part-time employee may acquire seniority for the purpose of layoff and recall.

Section 4 - Accrual of Seniority - Full-time/part-time employees within the system will be credited for one year of seniority for each school year served in the cafeteria of the Grand Blanc Community Schools. A seniority list will be maintained for all employees. Seniority for all employees shall be updated sixty (60) days prior to any intended layoff. Layoff shall be determined by seniority of employees at the date of this determination.

Section 5 - Layoff and Recall Procedure - When a reduction within the work force is necessary, the following shall be order of layoff:

- A. An employee shall be laid off or recalled from the classification affected on the basis of classification seniority, provided those retained in the classification have recorded seniority and have the ability to perform the work.
- B. An employee who has not acquired seniority in the classification affected shall be returned to the lower-rated classification in which the employee has established seniority. An employee who is promoted to a higher-rated classification shall continue to accrue seniority in the employee's former classification. (For example, an employee hired as a Helper in 1972, promoted to Baker in 1974 and promoted to Prep Manager as of 1978, shall have the following classification seniority as of 1982: Helper 10 years; Baker, 8 years; Prep Manager, 4 years; Cook, 0; Truck Driver, 0; Salad Bar 10; Cashier, 0.) In addition, all classifications above the Helper or Salad Bar classification shall accrue seniority in the Helper and Salad Bar classification while working in a classification above the Helper or Salad Bar classification. Employees in the Prep Manager classification shall simultaneously accrue seniority as a Satellite Manager. (The above example would then read, as of 1982: Prep Manager, 4 years, Satellite Manager, 4 years; Baker, 8 years; Helper, 10 years; Cook, 0; Truck Driver, 0; Salad Bar, 10; Cashier, 0.)

ARTICLE IX - continued

- C. In the event an employee has insufficient seniority to retain a position in the classification to which the employee is assigned, the laid off employee may claim the position of the employee with the least classification seniority in the system within seven (7) work days of notice of layoff and shall be placed in the position within five (5) work days of receipt of the written claim, provided the employee is qualified to perform the work.
- D. In the event the employee has insufficient seniority to retain a position as outlined in A., B., or C. above, the employee may apply in writing to the Supervisor for other work in the unit or district to which no other employee is entitled.
- E. In the event of layoff from a classification and unit, substitute employees, probationary employees, part-time employees and full-time seniority employees will be laid off, in that order.
- F. Employees actively on the payroll, and scheduled for layoff for an indefinite period of time, will be notified and an attempt will be made to provide as much as seven (7) calendar days notice. The Local Chapter Chairman will be notified of the original layoff schedule.
- G. If, between the beginning of the school year and October 30, the employee's regularly assigned weekly hours are reduced, the employee may request reassignment commencing the last week of October. To request reassignment, the employee's regularly assigned weekly hours must have been cut by either 60 minutes per day, or have been cut so that the employee no longer qualifies for insurance. An employee's hours that are cut during the September 1 - October 30, time period shall continue to be eligible for insurance through October 30. The employee may first request reassignment within the same classification provided there exists in that classification an employee with lesser seniority who is assigned more than 60 minutes greater per day. In the event there is no employee with lesser seniority within that classification, the employee may request reassignment in a lower classification in which the employee has seniority (per Article IX, E., B.) provided an employee exists with less seniority who is assigned more than 60 minutes per day. An employee displaced because of such a transfer may also request a transfer in the same manner. If a reduction in hours occurs after November 1, the employee may only request transfer when it affects their eligibility for insurance benefits.

Section 6 - Temporary Conditions - Temporary reductions in force due to any reason known at the time of layoff to be temporary, may be made by the Employer regardless of seniority, for a period not to exceed three (3) consecutive work days for any individual in a specific temporary reduction. The reason for the temporary layoff will be discussed with the Chapter Chairman.

Section 7 - Seniority - Representatives and Officers - Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job scheduled in their classification which they can perform.

ARTICLE IX - continued

Notwithstanding their position on the seniority list, the Chapter Chairman and Financial Secretary of the Local Union shall, in the event of a layoff, be continued at work provided they can perform work available and scheduled within their classification. In the event there is no work in the steward's classification, the steward will be assigned to an equal or lower-rated job in the district, provided there is a job scheduled which the steward is capable of performing.

Section 8 - Seniority Lists - Upon request of the Chairman of the bargaining committee, the Employer shall provide a copy of the seniority list no more than once each five (5) months during the term of this Agreement. Such list may be posted on the Union bulletin board, and any objection thereto must be filed as a grievance within ten (10) days from receipt of the list.

ARTICLE X

PROMOTION, VACANCIES AND TRANSFERS

Section 1a - A vacancy shall be defined as a current or new position in the bargaining unit which the school is attempting to fill and which is expected to last more than ninety (90) work days. Temporary vacancies not filled within a building will be filled district wide if they last twenty (20) or more days.

Section 1b - Vacancies shall be posted. When a vacancy occurs within the bargaining unit, such will be posted for a period of five (5) working days and be filled by five (5) working days after the posting period ends, when practical. Postings shall state the classification, hours and school. Management shall notify the Secretary of the Chapter of new hires within ten (10) days from the first date of employment. Managers shall be notified of new employees in their kitchen.

Section 1c - The following factors will be considered in the selection of candidates by the Director of Food Services: Training, work record, physical condition, G.I.S.D. Continuing Education class credits, attendance record, and the ability to do the job requested. In the event all factors are relatively equal, the qualified candidate with the most seniority will be given first consideration.

Section 1d - Probationary Period - If the employee is not found satisfactory during a thirty (30) work day probationary period, they shall return to their former classification. The employer shall have the discretion on whether the employee remains in the new classification during the probationary period unless the employer is arbitrary and capricious (the burden of proof shall be upon the employee to prove the employer was arbitrary and capricious). The employee may also elect to return in thirty (30) days to their former classification.

Section 2 - When an employee desires to be considered for a position, the employee should submit his/her request in writing to the Supervisor.

Section 3 - Employees not selected for a position shall be so notified. A candidate with more seniority, who was not selected, shall be advised, upon request, of the reasons for disqualification, in writing.

Section 4 - Employees temporarily transferred to a lower classification shall be paid at their regular rate. Employees working in a higher classification for more than one (1) day, shall be paid at the rate of the higher classification.

ARTICLE XI

NEW JOB CLASSIFICATION AND RATE

Section 1 - In the event the Employer establishes and places in use a new job classification, a temporary rate will be established by the Employer, the position will be posted per Article X, Section 1a and written notice of the rate and job classification title will be furnished to the Union bargaining committee.

Section 2 - Within thirty (30) days after an employee has been assigned to the new job classification, the Employer shall establish a proposed permanent rate and notify the Union bargaining committee in writing.

Section 3 - If the Union objects to the proposed permanent rate or proposed classification, it shall so notify the Employer in writing within ten (10) days following the date of notice of the proposed permanent rate or proposed classification, which shall be subject to negotiations. Upon agreement, or in the event the Employer's permanent rate or proposed classification is not objected to by the Union within the time limits, the rate and job classification shall be considered final and become a part of Exhibit A.

ARTICLE XII

UNPAID LEAVES OF ABSENCE

Section 1 - Employees who have not completed their probationary period are not eligible for leaves of absence, except as provided in Article IX, Section 1.

Section 2 - A leave of absence for personal reasons satisfactory to the Employer may be granted to an employee with seniority for a period not to exceed thirty (30) calendar days. A written request must be submitted and approved prior to the start of the leave or any extension thereof.

Section 3 - Occupational Disability Leave will be granted to an employee with a compensable occupational disability under the Workmen's Compensation Act, as amended. Such leave will be extended for a period that compensation is received, or until the employee is approved for return to work by the Employer's physician. In the event the employee is not approved for unrestricted work, he may, at his own expense, consult his own doctor and present such evidence in the grievance procedure, within five (5) days of the disposition in the grievance procedure.

Section 4 - Sick or non-occupational disability leaves of absence shall be granted to employees for an initial period of time not to exceed sixty (60) calendar days, upon confirmation of the duration and nature of the illness or disability in the form of a doctor's statement, in writing. The Employer has the right to verify the illness or disability through examination by the Employer-appointed physicians or specialists. Such leaves shall be extended, provided the extension is requested and approved prior to the expiration of the original leave. Under no circumstances may the original leave, plus any extensions, exceed forty-four (44) work weeks.

This shall also apply to pregnancy-related disabilities. Employees returning from maternity leave within the limits herein set forth, shall be reinstated in the classification occupied at the time of the maternity leave of absence.

Section 5 - Military leave will be granted in accordance with the current amended Universal Military Training Act, and an employee will be reinstated in accordance with the amended Universal Military Training Act.

Section 6 - Union Leave of Absence - Upon certification by Chapter T, Local 1918, Council 25, to the Employer, of the names of no more than three (3) delegates to the AFSCME bi-annual convention, or no more than two (2) employees scheduled at any one time for AFSCME sponsored training leave of absence of up to five (5) work days will be granted, provided written notice is given the Employer no less than one week in advance of the requested leave. Upon certification by Local 1918, Council 25, to the Employer, of the name of no more than one (1) employee elected or appointed to a permanent office in the Council or International Union necessitating a leave of absence, such leave shall be granted for a period of one (1) year, and upon proper notice and certification, shall be extended one (1) additional year. Such employee shall be guaranteed re-employment if there is sufficient work in accordance with the employee's seniority, at the then current rate of pay. Written notice for such leave, giving the length of leave, shall be given the Employer as far in advance as possible, but in no event later than two (2) weeks prior to the date such leave is to become effective.

Section 7 - Seniority will not accumulate for leaves of absence extending beyond twelve (12) months, fifteen (15) months career maximum.

ARTICLE XIII

WAGES

Section 1 - Overtime Premium - Time and one-half of the employee's regular straight time rate of pay shall be paid for work under any of the following conditions:

- A. Daily - All work performed in excess of eight (8) hours in any work day
- B. Work Period - All work performed in excess of eighty (80) hours in any pay period
- C. Working schedules shall not be altered to circumvent payment of overtime
- D. Premium payment will not be duplicated for the same hour under the terms of this Agreement.

Section 2 - Wage Rates - Wage rates and the dates of payment shall be in accordance with Exhibit A.

Section 3 - Work Hours - Employees shall be scheduled for a regular shift which will not exceed eight (8) hours per day or forty (40) hours per week.

Section 4 - Call-In Pay - For special events an employee who volunteers shall be paid at time and a half if in excess of eighty (80) hours per pay period.

Section 5 - Temporary Assignment - An employee assigned to a temporary vacancy due to absence, illness, etc., will not suffer a reduction in rate for a temporary assignment of any duration and will be paid the higher rate when performing the duties for which the higher rate is paid for assignments in excess of one (1) consecutive work day. Temporary vacancies not filled within a building will be filled district wide if they last 20 or more working days.

Section 6 - The rate schedule in Exhibit A will become effective January 20, 1998. Progression within the rate schedule based upon in-classification service after the effective date of this Agreement will be governed by the employee's classification, seniority date, and adjustments in accordance with Exhibit A made in the first full pay period after the employee's anniversary date for each calendar year's service in classification.

ARTICLE XIV

HOLIDAYS

Section 1 - Employees shall be paid straight time hourly rate in proportion to their regular shift for the negotiated holidays subject to the following conditions:

- A. The employee must have completed the probationary period on the effective date of the holiday (exception, Article XV, Section 2).
- B. The employee must work all scheduled hours on the last scheduled work day before the holiday and all scheduled hours on the first scheduled work day after the holiday, unless excused for one of the days or portion thereof with permission of the supervisor or designee.
- C. If an employee is on an approved (requires physician documentation) sick leave of five or more work days and is receiving sick day pay on the day before and after a holiday, the employee will be paid for the holiday.

Section 2 - Negotiated Holidays - Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, Labor Day and the Friday before Labor Day if school is in session.

ARTICLE XV

COMPENSATED LOST TIME

Section 1 - Leave Days

- A. Upon commencement of each school year, seniority employees scheduled for ten (10) or more hours per week will be credited with ten (10) leave days accumulative to ninety (90) days. Eligible seniority employees and eligible employees hired after the commencement of the school year shall be granted pay for one approved day (not worked) for each month in the school year the employee is scheduled to work.

- B. **Personal Business Days** - Approved absence is defined as absence for employee sickness, or for personal business not to exceed three (3) days per school year. Upon application, in writing, no less than forty-eight hours in advance, personal business days will be approved for unavoidable time lost due to required court appearance or other personal legal matters or physical damage or mechanical failure to the employee's legal domicile that necessitates the employee's presence. Any exception to the above time limits must be approved by the Director of Food Services.

- C. **Sick Leave - Illness in the Immediate Family** - Up to five (5) days per year may be used for an illness in the immediate family. Immediate family to be defined as parents, legal step-parent, sisters, brothers, spouse, and/or children for whom the employee has legal custody. Any exceptions to the above may be granted only by the Assistant Superintendent or designee. An eligible employee must work a minimum of 50 percent of the hours scheduled in a work month to receive leave credit for the month.

- D. In the event an eligible employee is paid up to the maximum of ten (10) days and terminates service, is terminated, or the school year ends after having utilized and been paid more days than have been earned, a deduction will be made from the final pay. Upon application, in writing, within twenty-four (24) hours of return to work from personal illness, leave days will be approved for personal illness. Documentation may be required for absence in excess of three consecutive days, or a pattern of absenteeism, by statement from the employee's physician as to the nature of the illness, the estimated duration of the illness and/or certified approval to return to work. Leave days credited as of the end of the 1994-95 fiscal year will be credited for use in the event of illness. In no event will there be a duplication of payment for time lost due to illness.

Section 2 - Temporary Employees - Sub pay shall be no more than the prevailing rate.

ARTICLE XV - continued

Section 3 - Funeral Leave - Funeral leave of absence will be granted employees who have acquired seniority. When death occurs in the employee's immediate family, i.e. spouse, parent, legal step-parent, parent of current spouse, child, brother or sister, grandparent or grandchildren, the employee, upon request, will be excused for up to three (3) working days immediately following the date of death, provided the employee attends the funeral. Upon request, an employee will receive up to five (5) work days immediately following the death of a child or spouse. An employee excused from work under this paragraph shall, after making written application, receive the amount of wages the employee would have earned by working during straight time hours on such regularly scheduled days of work for which the employee is excused. Payment shall be made at the employee's rate of pay, not including overtime and night shift premium, as of the last day worked. Any exception to the above may be granted only by the Supervisor or designee. Documentary evidence must be presented satisfactory to the District.

Section 4 - Jury Duty - A seniority employee who is called to and reports for jury service shall be paid an allowance for each day the employee is scheduled to work and is unable to work due to service as a juror, not to exceed a total of thirty (30) days in any calendar year. The allowance will be the difference, if any, between the employee's regular shift hours times the hourly rate and the payment received for jury service for the days the employee would otherwise have worked up to the thirty (30) day maximum. In order to receive payment, an employee must (1) give the District prior notice that he/she has been summoned for jury duty and (2) furnish evidence satisfactory to the Employer that jury duty was performed on the days for which the employee qualifies for and claims payments.

Section 5 - Perfect Attendance - An employee who has perfect attendance will receive an attendance bonus. Time periods for perfect attendance are designated as follows:

- a) *Beginning of school year through November 30th.
- b) December 1 through February 28th.
- c) March 1 through end of school year.*

* As defined by Food Service Director

Consecutive time period of perfect attendance shall result in an escalating bonus as follows:

- 1st consecutive period - \$100.00
- 2nd consecutive period - \$125.00
- 3rd consecutive period and beyond - \$150.00

If an employee does not achieve perfect attendance in consecutive time periods, the employee shall revert to the \$100.00 level the next time period the employee achieves perfect attendance. *Funeral leave and jury duty, per section 3 and section 4, does not affect perfect attendance.*

Employees with ten years of service or more will receive an additional \$50.00 for perfect attendance.

ARTICLE XVI

Health Insurance

Up to seven (7) Seniority employees who work thirty (30) or more hours per week shall be eligible for single subscriber Blue Cross and Blue Shield PSG, and the \$2.00 deductible prescription drug plan (with applicable cost-containment riders) or MEA Super-Med, Blue Cross underwriter w/MESSA Care Rider, or District HMO plan, if one is offered. If seven (7) employees who work 30 hours or more do not elect health insurance, other employees on a seniority basis shall be allowed to be eligible for single subscriber health insurance, not to exceed a bargaining unit of seven (7) employees. The premium for either of the above plans (not to exceed the Blue Cross and Blue Shield premium for PSG and the \$2.00 deductible prescription drug plan) shall be paid by the Board for eligible employees. Food Service employees enjoying health care coverage of full family or self and spouse, as of August 23, 2000, shall be grand-fathered and continue to enjoy full family or self and spouse health insurance coverage.

Hospitalization insurance is available to eligible employees only where it is not provided by another source.

Effective 1998 health insurance carrier - M-Care P.O.S. II plan with \$5.00 prescription co-pay.

Employees who become eligible during the term of this Agreement shall be enrolled the first of the month following acquisition of seniority.

Employees who work twenty (20) or more hours, but are ineligible due to coverage under another hospital/surgical/medical plan, shall be provided with a wage indemnification program, and \$10,000 term life insurance on the spouse and \$5,000 term life insurance on each of the employee's dependents at no cost. The term dependent shall be defined by the insurance carrier. At age 65, the term life coverage on the employee is reduced to 65% or \$6,500. At age 70, the term life coverage on the employee is reduced to 45% or \$4,500. Further decreases are determined by the life insurance carrier at age 75, 80, 85 and 90. If the school district changes life insurance carriers, the reductions at age 65 are subject to change to new carrier restrictions. All life insurance and wage indemnification programs are subject to terms and conditions governed by the carrier. The employee not receiving health insurance and qualifying for the twenty (20) hour requirement mentioned above, shall be eligible for \$10,000 life insurance and wage indemnification provided at no cost to the employee, all terms and conditions governed by the carrier.

Under terms of this contract, Cafeteria Employees who receive board-paid health insurance are not eligible for board-paid life and short term disability insurance. Members of the bargaining unit who have health insurance wish to have these coverages at the Board's group rates. This can only be accomplished if all cafeteria employees with health insurance take these coverages on a mandatory basis. Therefore, it is understood between the parties that all Cafeteria Employees who have health insurance shall take the life and short term disability insurance as outlined in the contract on a mandatory and contributory basis. Premiums shall be paid as outlined in the contract, i.e. payroll deduction.

ARTICLE XVI- CONTINUED

MEMO OF UNDERSTANDING

Mandatory and Contributory Purchase of Dependent Life Insurance

The last paragraph of Article XVI, Health Insurance, states the employees qualified for and receiving the health insurance benefit are required to purchase short term disability and life insurance on a mandatory and contributory basis. It is expressly understood between the parties that the life benefit to be purchased includes dependent life where applicable. The intent is that the employees receiving the health benefit purchase the same benefits as those employees who work more than twenty (20) hours but are ineligible due to coverage under another medical plan.

ARTICLE XVII

GENERAL

Section 1 - Notice - It shall be the duty of each employee of the Employer to notify the Supervisor in writing of any change in address or telephone number as soon as possible. Any notice at any time required to be given to the employee shall be sufficiently given if sent by certified mail, postage prepaid, and addressed to the employee at the last address appearing on the Personnel Register, and the Employer shall not be responsible for failure of receipt of such letter by the employee; likewise, a telegram addressed to the employee at such address last appearing on the Personnel Register shall also constitute sufficient notice.

Section 2 - Discipline and Discharge - If an employee is disciplined, the employee may request a steward to be present while such employee is being disciplined. A grievance concerning a discharge may be filed at the Superintendent's or designee level.

Section 3 - Mileage - Mileage will be paid at the Board established rate. Employees required to drive between schools for work during their regular shift will be reimbursed, in a check payable quarterly, twenty-one (21) cents per posted mileage from school to school.

Section 4 - Starting Time - Present practice on shift starting times will continue as established, and will change subject to the understanding that any deviation in the starting time of an employee's regular shift in excess of two (2) hours shall be reported to the Chapter Chairman no less than forty-eight (48) hours in advance of the revised schedule.

Section 5 - Safety Hazards - Any alleged safety hazards shall be reported, in writing, promptly to the immediate supervisor. Such written report shall contain the corrective action requested by the employee. If corrective action is not taken, the alleged safety hazard may be placed on the agenda for a special conference.

Section 6 - Other Conditions

- A. The Director of Food Services will notify all food service personnel of their tentative job assignment on or before June 1, of each year of the contract. Food Service personnel will declare their intent to return on a form provided by the Director of Food Services before May 15. The form will be made available on or about May 1 of each year.
- B. Food Service employees will be required to attend all meetings called by the Director of Food Services within their classification during their normal work hours, without loss of pay.
- C. The Union agrees to provide the Food Service Director with a slate of officers and to notify the Director of any and all changes promptly.

Section 7 - Uniforms - Definition of a uniform refers to outer garments only. Items include duty shoes, duty apron, not hosiery, slippers, hairpins, deodorant, etc. The current policy of requiring clean and neat uniforms in good repair. white tops, black or white pants, or white dresses shall remain in effect. Non-skid duty shoes will be required. In consideration of this, the District shall provide seniority employees with less than a year of service a reimbursement of \$75.00 per year. Seniority employees with more than a year of service shall be provided a reimbursement of \$200.00 for

2000/2001. Proof of purchase shall be provided to the Director within six (6) weeks of issuance of uniform allowance.

In 2001/2002 school year, the following applies: In lieu of Section 7 above, the parties shall form a four (4) person committee to explore the possibility of employer provided uniforms. The school district reserves the right to final selection. In 2000/2001, the uniform allowance is \$200.00.

Section 8 - Relief Periods - Employees working an eight (8) hour shift or seven (7) hour shift will be provided two (2), fifteen (15) minute relief periods in each seven (7) or eight (8) hour shift. Employees working a six (6) hour shift will be provided two (2), ten (10) minute relief periods in each shift. Employees working a four (4) or five (5) hour shift will be provided one (1), fifteen (15) minute relief period in each shift. Employees working a three (3) hour shift will be provided a ten (10) minute relief period in each shift. Relief time shall be assigned by the employee's immediate supervisor. The relief periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess not to be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.

MEMO OF UNDERSTANDING: At the start of each school year, the Director of Food Services may meet with the manager of each kitchen and schedule relief periods for employees.

Section 9 - Weather Days - Food service employees will be paid for the first two days if school is called off because of weather. After the first two days, if it is necessary to call school off because of snow, etc., food service employees will not be paid. Food service employees will be paid for working on the make-up days. If employees have reported to work and there are mechanical difficulties, the employee will be allowed to work two hours or, if they are sent home, they will receive a minimum of two hours pay (the two hour pay is not in addition to the first two days). If an employee is required, by their supervisor, to work on a "snow day", the employee will be paid for the "snow day" and any hours worked will be added to other hours not to cause overtime.

Section 10 - Union Notices - Bulletin board space will be made available to the Union in each building to which members of the bargaining unit are assigned. Notices shall be submitted to the Supervisor for approval prior to posting. Approval shall be granted for notices of Union meetings and elections, results of such meetings and elections, Union social, educational and recreational activities, and other notices concerning Union affairs which are not political in nature. The posting space shall not be used for advertising matter, political matter, or other matter detrimental to the employer-employee relationship. Postings shall be removed by the Union after a reasonable period of time.

Section 11 - Longevity - In addition to the salary paid, an annual sum shall be pro-rated in accordance with the following schedule: At the completion of ten (10) years, \$200.00, and at the completion of fifteen (15) years, \$300.00. Such payment shall be split into equal payments. The first payment shall be in January, with the second payment in June.

2005/06 longevity 10 year and 15 - \$225 and \$325

2006/07 longevity 10 year and 15 - \$250 and \$350

2007/08 longevity 10 year and 15 - \$275 and \$375

2008/09 longevity 10 year and 15 - \$300 and \$400

Section 12 - Sick Day Payout (Upon Retirement) - Fifty (50) or more days -- \$7.00 per day. Less than fifty (50) -- no payout.

2006/07 - 50 or more days = \$8.00 per day

2007/08 - 50 or more days = \$9.00 per day

2008/09 - 50 ore more days = \$10.00 per day

ARTICLE XVIII

TERMINATION OF AGREEMENT

This Agreement shall become effective August 23, 2000, and shall continue in full force and effect until August 23, 2004. If either party desires to terminate this Agreement, it shall, on or after the 75th day and on or before the 60th day prior to the termination date given herein, give a written notice of termination. If neither party shall give notice of termination as hereinbefore provided, or shall withdraw a notification of termination given, the Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the then current year's termination date.

If either party desires to modify or change this Agreement, it shall, on or after the 75th day and, on or before the 60th day prior to the termination date of subsequent termination date, give written notice of amendment, stating the amendment or changes desired. If notice of amendment of this Agreement has been in accordance herewith, this Agreement may be terminated by either party after the termination date or subsequent termination date on ten (10) days written notice of termination. Upon receipt by the Employer and the Union of written notice of ratification, any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of termination or modification shall be in writing, and shall be sufficient if sent by certified mail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives hereunto authorized.

FOR THE UNION:

FOR THE EMPLOYER:

Representative, Board of Education

Director of Food Services

Director of Operations

Director of Personnel

Food Service Contract Rates

2.0% 1.50% 1.50%

	Step	2004/05	2005/06	2006-07	2007-08	2008-09
Preparation Managers	1	10.83	\$11.05	\$11.28	\$11.45	\$11.62
	2	11.08	\$11.30	\$11.53	\$11.70	\$11.88
HS Manager	1	11.12	\$11.34	\$11.57	\$11.74	\$11.92
	2	11.37	\$11.60	\$11.83	\$12.01	\$12.19
Satellite Managers	1	10.17	\$10.37	\$10.58	\$10.74	\$10.90
	2	10.24	\$10.44	\$10.65	\$10.81	\$10.97
Cooks	1	9.93	\$10.13	\$10.33	\$10.48	\$10.64
	2	10.19	\$10.39	\$10.60	\$10.76	\$10.92
Helpers	1	9.59	\$9.78	\$9.98	\$10.13	\$10.28
	2	9.78	\$9.98	\$10.18	\$10.33	\$10.49
Salad Bar & Assistant Distributor	1	10.4	\$10.61	\$10.82	\$10.98	\$11.15
	2	10.64	\$10.85	\$11.07	\$11.24	\$11.40
Project Reports Manager	1	11.04	\$11.26	\$11.49	\$11.66	\$11.84
	2	11.3	\$11.53	\$11.76	\$11.94	\$12.12
Cashier	1	10.51	\$10.72	\$10.93	\$11.09	\$11.26
	2	10.75	\$10.97	\$11.19	\$11.36	\$11.53
Truck Driver	1	13.27	\$13.54	\$13.81	\$14.02	\$14.23
	2	13.83	\$14.11	\$14.39	\$14.61	\$14.82

EXHIBIT A

SALARY SCHEDULE 2002-2006					
		2002/2003	2003/2004	2004/2005	2005/2006
Preparation Managers	1	\$10.41	\$10.62	\$10.83	\$11.05
	2	10.65	10.86	11.08	11.30
HS Manager	1	10.69	10.90	11.12	11.34
	2	10.93	11.15	11.37	11.60
Satellite Managers	1	9.77	9.97	10.17	10.37
	2	9.84	10.04	10.24	10.44
Cooks	1	9.55	9.74	9.93	10.13
	2	9.79	9.99	10.19	10.39
Helpers	1	9.22	9.40	9.59	9.78
	2	9.40	9.59	9.78	9.98
Salad Bar & Assistant Distributor	1	10.00	10.20	10.40	10.61
	2	10.23	10.43	10.64	10.85
Project Reports Manager	1	10.61	10.82	11.04	11.26
	2	10.86	11.08	11.30	11.53
Cashier	1	10.10	10.30	10.51	10.72
	2	10.33	10.54	10.75	10.97
Truck Driver	1	12.75	13.01	13.27	13.54
	2	13.29	13.56	13.83	14.11

2005/06 - 2% increase

2006/07 - Exhibit A re-opener

2007/08 - Exhibit A re-opener

2008/09 - Exhibit A re-opener

Gain sharing - should the cafeteria fund run a surplus of \$50,000 the parties will explore the concept of a lump sum gain sharing payment. The lump sum gain sharing would be limited to 3% of yearly pay. In 2004/05, a minimum gain sharing of \$155.00 will be paid out.

The parties shall allocate \$3700.00 in a lump sum gain sharing payment. The parties shall divide the gain sharing among those individuals employed on 9-29-98 who were also employed for 1997-98 school year.

The parties agree to full disclosure regarding the financial results of the Food Service operation. The parties will meet on a periodic basis to review the budget.

During the wage re-opens the parties may discuss any appropriate way of insuring the cafeteria funds end with a surplus.

Gain sharing payment will be paid to staff employed as of the last day of school in June, using the following methods on an alternating year basis:

- (a) Year One - Lump sum payment to each employee on an equal basis.
- (b) Year Two - pro rated basis per employee based on the number of hours the employee works per day - 7-8 hours 100%; 5-6 hours 75%; 0-4 hours 50%.

WORK RULES EFFECTIVE MARCH 8, 1993

Illness and Disability

Illness means either an organic disease (including viral or bacterial infection), organic defects, quarantine or psychosis.

Psychosis means a mental derangement for which the Employee is receiving continuous treatment from a physician who is certified in psychiatry.

Disability means accidental bodily injury or disability due to pregnancy.

The Employer may require any school Employee to submit to an Employer-paid physical examination at any reasonable time by a physician designated by the Employer. The Employer may require a psychological and/or psychiatric examination of an Employee upon the recommendation of the Employer's physician. If the choice of the examiner is not agreeable to both the Employer and the Employee involved, the Employer and the Employee shall mutually agree to a qualified medical examiner from a list of three provided by the Employer (Employer-paid examination).

If unearned leave days have been paid to the Employee, the overpayment will be deducted from the Employee's check.

The Employer may require medical verification regarding an absence if the Employee has either an unacceptable rate of absenteeism or if the validity of the absence is questioned.

If an illness occurs on the day before or after a holiday or vacation period, the Employee may be requested to present a physician's statement to the Superintendent, or his designee, upon his return.

Absenteeism

An employee who is absent in excess of an average of more than one day per month (10 months per year), during the last two years, will be disciplined. Any suspension days or reprimands with regard to absenteeism will not be used if more than two years old (commencing September 1, 1982). Exceptions to the above which shall not be the basis of discipline:

1. Absence due to funeral leave
2. Leaves of absence approved pursuant to Article XII, Sections 2, 3, or 4
3. An absence of three or more consecutive work days for which the employee has a valid doctor's slip (M.D., D.D.S., or D.O. only).

The discipline shall be in accordance with Article XVII, Section 2.

LETTER OF UNDERSTANDING

Sue Anne Tatro and Lou Ann Wice shall continue to accumulate sick days, even if they work less than 15 hours per week.

Management

Union

Date

Date

LETTER OF UNDERSTANDING

Value Added Policy:

The parties agree Food Service workers may be included for consideration regarding value added pay. The District Value Added Policy is as follows:

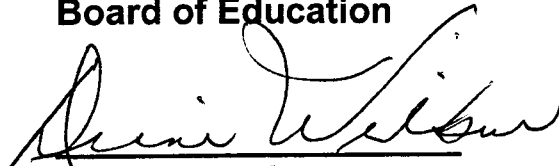
The school district reserves the right to pay staff members value added pay of up to 1%. The exact amount of the value added pay shall be set by the district. One factor in the district determination regarding amount of value added pay shall be the increase of health insurance premiums over the prior year. Any increase over 7% shall reduce value added pay. The parties acknowledge the payment of value added pay in one year does not create an expectation of value added pay in future years. Any disputes regarding value added pay shall be processed through the mediation process, not the grievance arbitration process. Any value added pay will be reviewed with the Union as it is developed and prior to announcement and implementations.

FOOD SERVICE

DURATION OF AGREEMENT

This agreement shall be effective upon ratification and shall continue in effect until August, 2009.

Board of Education


Representative

Union Association


Representative