

**Collective Bargaining Agreement
between
Carman-Ainsworth Board of Education
and
Local 1918-03, Council 25
representing
Carman-Ainsworth Food Service Employees**



2004 - 2008

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AGREEMENT

This Agreement is entered into on March 8, 2005, between the Carman-Ainsworth Community Schools Board of Education, hereinafter referred to as the Employer, and the Local 1918-03, and Council 25 affiliated with the International Union of the American Federation of State, County, and Municipal Employees, hereinafter referred to as the Union.

The headings used in this agreement and exhibits neither add to nor subtract from the meaning but are for reference only.

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the Employees and the Union.

The parties recognize that the interest of the students and the job security of the employees depend upon the Employer's success in establishing a proper service to the Carman-Ainsworth Community Schools.

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.

ARTICLE 1 - RECOGNITION

- A. Pursuant to and accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of this agreement of all employees of the Employer included in the bargaining unit described as following: all cook-managers, cooks, satellite cooks, and kitchen aides, excluding Supervisor of Food Service, secretary, day-to-day substitutes, student helpers, and other warehouse employees.
- B. The Employer will not 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 2 - BOARD RIGHTS

The employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by specific provisions of this Agreement including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoffs, etc., for the orderly and efficient operation of the School District, but not inconsistent with this Agreement. This does not in any way waive the right of the employee to exercise the grievance procedure.

ARTICLE 3 - UNION SECURITY

- A. Present employees who are members of the Union shall remain members of the Union to the extent of paying regular, periodic dues as provided herein as a condition of employment during the regular term of this agreement.
- B. New employees or present employees rehired excluding employees presently in the school's employ, but subsequently transferred into the bargaining unit, after completion of their probationary period must either become members of the Union or pay a service fee as determined by the Union as a condition of employment.
- C. Neither the Union nor its members nor any employee will intimidate or coerce any employees with respect to their right to work or in respect to Union activity or membership. There shall be no solicitation of employees for Union membership or dues on school time. The Employer shall have the right to take disciplinary action for any violation of this provision.
- D. Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than sixty (60) days in arrears in payment of membership dues.
- E. The Union shall indemnify, defend and save the school harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the school in reliance upon such certified check-off list or authorization.
- F. The Employer shall be notified in writing by the Union of any member who is sixty (60) days in arrears in payment of membership dues.
- G. After the effective date and during the life of this Agreement and in accordance with the terms of the form of "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the school agrees to deduct from the pay of seniority employees who are Union members, the regular, usual, periodic and uniform dues of the Union levied in accordance with the Constitution and Bylaws of the Union and which are uniformly required or the appropriate service fee, provided, however, that the Union shall first present to the school a certified statement of the amount of dues certified by the Treasurer of the Union and written authorization in suitable form signed by the employee allowing such deductions and payments to the Union at least thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified check-off list and authorization.
- H. Check-off deductions under all properly executed *Authorization for Check-off of Dues* forms or service fees 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.

- I. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues or service fees have been deducted as soon as possible after the 15th day of the succeeding month.
- J. An employee shall cease to be subject to check-off deductions or service fees beginning with the month immediately following the month in which she 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.
- K. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

ARTICLE 4 - UNION REPRESENTATION

- A. Within the bargaining unit there shall be three stewards and one chief steward. In the absence of the regular steward an alternate steward may be appointed by the chapter chairperson.
- B. A steward or chairperson, during his/her working hours, without loss of time or pay, shall investigate and present grievances to the Employer.
- C. The negotiating team shall consist of the chapter chairperson, secretary/treasurer, and chief steward. If negotiations occur during working hours, the negotiating team will not suffer loss of pay.

ARTICLE 5 - SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union. 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 at the time the conference is requested.
- B. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- C. The Union representative may meet at a place designated on the Employer's property where such conference is to be held for one-half hour preceding such conference.

ARTICLE 6 - GRIEVANCE PROCEDURE

- A. A "grievance" under the terms of this Agreement is defined as a complaint or dispute regarding the specific terms of this Agreement.
- B. Any employee having a grievance in connection with his/her employment shall present it to the Employer with the following understanding:
 - 1. The Employer and the Union agree that it is in the best interest of all concerned that grievances be settled as quickly and expeditiously as possible and will work to settle these matters at the earliest step of the grievance procedure.
 - 2. Grievances will be dealt with in a responsible manner. Grievances arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided.
- C. The Employer and the Union shall answer or appeal any grievance presented within the time limits which may be extended by mutual agreement in writing.
- D. A grievance must be presented in writing by the steward within ten (10) working days after its occurrence or in the case of an error in compensation from the date of issuance of the payroll check, in order for it to be a proper matter for the grievance procedure. However, in no event will any claim for back pay be valid for a period of more than sixty (60) working days prior to the date the grievance was first filed.
- E. The term "work(ing) day" shall mean a day school is in session during the school year. During the summer, (i.e., last student day in June, until the first student day in August or September) "work(ing) day" shall mean Monday through Friday, excluding holidays.
- F. Procedure:

STEP 1

Employees shall first orally discuss the grievance with the Food Service Director with or without the steward present.

STEP 2

If not resolved in this manner, it shall be submitted in written form, signed by the employee and presented to the Food Service Director with a copy to the building principal. The written grievance must contain the claimed violation of the agreement. The Food Service Director shall answer said grievance within five (5) working days of receipt of same.

STEP 3

If the grievance is not satisfactorily resolved, written notification will be given by the Union to the Office of Human Resources within five (5) working days after the step 2 answer is due.

The Office of Human Resources will then schedule a meeting or meetings at a mutually agreeable time to be attended by two (2) representatives of the Union and two (2) representatives of the Employer within ten (10) working days after such notification. The Office of Human Resources shall submit a written disposition no later than ten (10) working days after the last meeting of the above representatives. Copies of the disposition will be sent to the Union.

STEP 4

- (a) If the matter is not resolved, within ten (10) working days after the Step 3 disposition is due, the union may appeal the grievance.
- (b) All such appeals shall be in writing to the Office of Human Resources and shall state the precise issue to be decided and all specific portions of the Agreement which are claimed to be violated. If not so requested within said ten (10) working day period, the matter shall be considered settled on the basis of the Step 3 disposition.
- (c) The appeal will be for mediation, pursuant to P.A. 379, unless the grievance relates to discipline above the level of a written reprimand, demotion for reasons other than reduction-in-force, or discharge.
- (d) If the grievance relates to discipline above the level of a written reprimand, demotion for reasons other than reduction-in-force, or discharge, the appeal will be for arbitration.
- (e) The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within ten (10) working days after notice is given, the arbitrator shall be selected by the moving party submitting the grievance to the American Arbitration Association. Grievances shall be heard in accordance with the published rules of the American Arbitration Association in effect at the time of the hearing.
- (f) The jurisdiction of the arbitrator shall be limited to grievances arising out of the discharge of an employee, the discipline of an employee if it is of greater severity than a written reprimand, and/or the demotion of an employee for reasons other than reduction-in-force. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, to substitute his/her discretion for that of the parties hereto, or to issue a ruling modifying any matter covered by a statute or ordinance. The Arbitrator shall have no power to establish wage schedules or pay rates or to change any pay rate.

- (g) The decision of the arbitrator, made in accordance with this contract, shall be final and binding on the union, the employee, and the employer.
 - (h) The cost of the arbitrator under this article shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the parties incurring them.
- G. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned unless overtime was involved.

ARTICLE 7 - DISCIPLINE

- A. It is recognized that any non-probationary employee may be dismissed, suspended, or otherwise disciplined for just cause. Probationary employees are at-will employees.
- B. In the event of dismissal, suspension, or other disciplinary action (except an oral warning), the employee shall have written notification and a copy of such notification shall be sent to the Union.
- C. Grievances involving suspension without pay or discharge of an employee shall be entered immediately at Step 3 of the grievance procedure. The employee may be represented at this step by two (2) representatives of the Union.

ARTICLE 8 - SENIORITY

- A. All new employees, either full or part time, hired in the unit for assignment to a permanent position shall serve a probationary period of forty five (45) working days within ninety (90) calendar days.
 - 1. The forty five (45) working days probationary period will be uninterrupted except for absence due to illness, disability, or reasons approved by the Supervisor of Food Service.
 - 2. Upon satisfactory completion of the probationary period the employee will be entered on the seniority list of the unit and shall rank for seniority forty five (45) working days prior to the date s/he completes the probationary period.
 - 3. There shall be no seniority among probationary employees.
 - 4. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, however, it shall not represent probationary employees who are disciplined and/or discharged for

reasons other than Union activity. Except as listed in this paragraph (Article 8 (A) (4)), probationary employees are at will employees.

- B. Effective July 1, 1986 employees assigned to regular bargaining unit positions and working those positions for the full school year will accrue one year of seniority on each July 1.
- C. An employee on an unpaid leave of absence will have his/her seniority prorated based on the fraction of the work year for which the employee is eligible to earn seniority. Seniority will accrue for the first sixty (60) working days of an approved unpaid leave of absence.
- D. Employees shall only accrue seniority for the first two years of absence while receiving Workers' Compensation arising from their employment with the district.
- E. Notwithstanding their position on the seniority list, stewards, the chapter chair, and the secretary/treasurer shall not be laid off as long as there is a job in the unit which they can perform. If laid off, they shall be recalled to work for the first open job in this unit, which they can perform. To perform a job such employees must meet the requirements of the position, including necessary certification.
- F. A seniority list will be prepared by February 1 of each year which will show the names, job titles, last date of hire and years of service for the purpose of seniority. The employer will keep the seniority list up-to-date at all times and will provide the Local Union membership with current copies annually.
- G. An employee shall lose his/her seniority for the following reasons only:
 - 1. S/He quits.
 - 2. S/He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 - 3. S/He is absent for five (5) consecutive working days without notifying the employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his/her last known address that s/he has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
 - 4. If s/he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- H. If an employee is transferred to a position with the Employer not included in the unit and is thereafter transferred again to a position within the unit, s/he shall have accumulated seniority while working in the position to which s/he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

ARTICLE 9 - VACANCIES, PROMOTIONS, TRANSFERS

- A. A vacancy will not occur in a regular bargaining unit position until the employee assigned to the position has his/her employment terminated or until s/he has been on an approved unpaid leave of absence for reasons other than:
1. non-work related (i.e., not receiving Workers' Compensation) illness or disability for more than ninety (90) working days
 2. leaves of absence caused by a work related injury (i.e., receiving Workers' Compensation) lasting more than two (2) years.
- B. Job vacancies will be posted for a period of five (5) working days in a conspicuous place in each building. Said posting shall be within ten (10) working days of becoming aware of the vacancy. Employees interested in the position shall apply in writing within the five (5) working day posting period. The Employer shall select from applicants who meet the requirements as set forth in the posting (i.e., qualified). The selected applicant shall be granted a trial period of twenty (20) working days to determine:
1. His/Her desire to remain on the job.
 2. His/Her ability to perform the job.
- For vacancies, other than Cook Managers, the applicant with the most seniority who is qualified shall be selected. For Cook Manager vacancies, the employer will select the most qualified applicant. The vacancy will be filled within seven (7) working days after the posting ends.
- C. During the trial period of twenty (20) working days, the employee shall have the opportunity to revert back to his/her former position, and that position shall not be considered vacant until s/he has completed twenty (20) working days in the new position.
1. During this trial period, if the employee is unsatisfactory in the new position, notice shall be given in writing to the employee and a copy sent to the Union. Said employee shall then revert back to his/her former position.
 2. During the trial period, employees will receive the rate of pay of the job that they are performing.
- D. Temporary openings of ninety (90) working days or less will be filled by the most senior employee in the kitchen affected whose regular assignment is less than the temporary assignment and who is able to perform the work of the temporary position. Should no employee in the kitchen wish to move up, the position will be posted to the remainder of the bargaining unit.

- E. A temporary opening for Cook Manager of more than thirty (30) work days will be posted. The employer shall select the most qualified applicant. The subsequent opening caused by the filling of this temporary position will be filled from within that kitchen's current staff and if needed substitute employees.
- F. If a kitchen is closed for three (3) or more working days, bargaining unit members affected by that closing may bump any non-bargaining unit person.
- G. Summer positions not filled by the employee assigned to the position during the regular school year will be posted by classification for those seniority employees who meet the requirements as set forth in the posting.
- H. An employee temporarily assigned to a higher classification, will receive the rate of pay for that classification.
- I. A position currently filled by a bargaining unit member will be considered a new position requiring a posting if the position changes job classification/pay rate.
- J. When increasing hours in a specific kitchen, the employer shall when possible add hours to a present position rather than create another part-time position.
- K. If the hours assigned to a specific kitchen are to be increased, and if the increase causes a position to increase by thirty-one (31) minutes or more, that position will be reassigned to the most senior employee whose assignment is at least thirty (30) minutes less than the increased position, and who desires the reassignment. The displaced employee will be assigned according to the procedure followed in reducing hours.
- L. Extra time added to a position will be added permanently if worked 75 consecutive scheduled days.

ARTICLE 10 - LAYOFF AND RECALL

- A. The word layoff means a reduction in the working force due to a decrease in work.
- B. If a layoff becomes necessary, probationary employees will be laid off first according to original date of hire. Seniority employees will then, if necessary, be laid off in inverse order of seniority.
- C. Cook Managers will be laid off from Cook Manager positions based on classification seniority (i.e., time as a Cook Manager). Seniority comparisons involving other classifications (e.g., Cook Manager compared to Cook Baker will be based on total seniority (e.g., a Cook Manager with 5 years as a manager and 2 years as an Assistant may bump a Cook Baker with less than 7 years seniority but can not bump an 8 year Assistant).

- D. A senior employee displaced from his/her classification as a result of a necessary reduction in staff may displace any less senior employee in the next lower classification providing s/he has the ability to do the work required.
- E. If a reduction in hours assigned to a specific kitchen becomes necessary, employees will be reduced according to seniority within classification within that kitchen. If the positions affected are reduced by thirty (30) minutes or more, the affected employee may exercise his/her seniority to displace the least senior employee in the district within his/her job classification whose assignment is thirty (30) minutes greater than that of the employee being reduced. The displaced employee may exercise his/her seniority in the same manner. Transfers resulting from such reduction in hours will be effective no later than the sixth (6th) working day following the notice of reduction.
- F. The Union will be notified in writing of any reduction of hours or positions. Such reductions will be a proper matter for a special conference and if not resolved shall then be subject to the grievance procedure commencing at Step IV.
- G. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- H. An employee on layoff will receive notice by certified mail from the Employer when s/he is to be recalled. S/He will be expected to reply as soon as possible but no later than five (5) working days from the date of notice.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE

- A. An unpaid leave of absence of one (1) year or less will be granted for sickness and/or disability, once sick leave has been exhausted.
- B. An unpaid leave of absence of one (1) year or less may be granted for:
 - 1. child care
 - 2. prolonged illness in the immediate family
 - 3. public office
 - 4. union office (elected or appointed)
 - 5. educational leave
 - 6. or other justifiable reasons.
- C. Such leaves may be extended for like cause at the discretion of the Superintendent of Schools.

- D. Employees returning from unpaid leave for sickness and/or disability of any duration, or from other unpaid leaves of ninety (90) working days or less will return to the position which they held when the leave commenced. If the position does not exist s/he will be placed in accordance with Article 10, C-E.
- E. Employees returning from unpaid leaves for reasons other than sickness or disability of more than ninety (90) working days will be placed in the first vacancy for which s/he meets the posted job requirements.
- F. Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off to attend such conferences and/or conventions.
- G. If, in the Employer's determination, a suitable substitute employee is available, an employee may be granted personal leave time of no more than ten (10) working days per school year provided:
 - 1. No more than two (2) employees are on such leave in a given time period.
 - 2. The leave(s) do(es) not precede or follow a holiday or recess.
 - 3. No more than two such leaves are requested by an employee in a given school year.
 - 4. A written application has been submitted to the Supervisor of Food Service two (2) working days prior to the start of such leave.
 - 5. No more than one (1) employee may be gone from a kitchen at a given time.
 - 6. If more than two (2) employees have requests for the same days off, that have not yet been approved, seniority shall be the determinant.
- H. Seniority, but not benefits, shall continue to accrue for the first sixty (60) working days of an unpaid leave of absence, except as otherwise provided by law.
- I. Leaves under this contract shall run concurrently with any leave taken under the Family and Medical Leave Act (FMLA).

ARTICLE 12 - PAID LEAVES OF ABSENCE

- A. All members covered by this Agreement shall accumulate one (1) day per month sick leave not to exceed one hundred eighty-five (185) days. In the event of death, all unused sick leave days will be paid at the prevailing rate to the employee's beneficiary. On June 30th, any days of sick leave greater than one hundred eighty-five (185) shall be removed from the employee's accumulation and the employee shall be paid thirty-five dollars (\$35.00) for each day removed.

- B. Sick leave chargeable against accrued time may be taken for the following reasons:
1. The employee may use all or any portion of leave days accumulated to recover from his/her personal illness or disability.
 2. Serious illness or medical care of the immediate family members or other dependents which requires the presence of the employee in order to provide the necessary care. Immediate family under this section shall include spouse, children, parents, grandparents, parents-in-law and step-parents.

C. When death occurs in an employee's immediate family, the employee upon request shall be excused for up to any of the first three (3) scheduled working days following the date of death providing he/she attends the funeral. Any deviation must have administrative approval. A deviation shall be granted when the funeral is not within the three (3) day period. The days will not be deducted from sick leave. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, stepchildren, stepparents, son-in-law, daughter-in-law, or a member of the employee's household.

An additional two (2) workdays may be charged against accrued sick leave as travel time.

Any employee selected to be a pall bearer for a deceased employee will be allowed up to one (1) day funeral leave with pay, not to be deducted from sick leave.

If an employee within this bargaining unit dies, the Local Union President, or his/her representative (1), shall be allowed up to one (1) funeral leave day for the exclusive purpose of attending the funeral. The day shall not be charged to sick leave.

One day chargeable against accrued sick days may be granted to attend the funeral of a close friend or relative.

- D. If the employer has reason to suspect abuse of leave days, the employee may be asked to provide verification of the reason for absence. For a continuing illness or disability the employee will provide verification upon request.
- E. An employee who serves on Jury Duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Employees paid for jury duty are required to report to their workstations on days when their services are not required by the court.
- F. Each employee will be covered by the applicable Workers' Compensation Laws. Employees may use a portion of his/her accumulated sick leave to make up the difference between Workers' Compensation and his/her regular salary. The total amount received from sick days and Workers' Compensation shall not exceed the employee's regular pay.

- G. All employees will be entitled to three (3) days personal leave per school year. Such leave must be requested at least twenty-four (24) hours in advance except in an emergency.

Personal days shall not be used to extend a vacation, holiday or travel time related thereto.

Unused personal days will carry forward at the end of each school year. No more than 6 personal days can be carried forward into the next school year. The days carried forward can only be used during winter and spring break.

- H. Leaves under this contract shall run concurrently with any leave taken under the Family and Medical Leave Act (FMLA).

ARTICLE 13 - HOURS OF WORK

- A. A regular scheduled week shall not exceed forty (40) hours per week.
- B. The regular work day shall not exceed eight (8) hours per day.
- C. The term "day" shall mean a regular workday unless otherwise specified.
- D. Full time employees are defined as those employees whose regular workday is at least six hours in length. Part-time employees are defined as those employees whose workday is less than six hours in length.
- E. Full time employees will be entitled to a thirty (30) minute paid lunch period during their regular work day.
- F. Employees whose work day exceeds three (3) hours will be entitled to one (1) fifteen (15) minute break per day. Employees working eight (8) hours will be entitled to two (2) fifteen (15) minute breaks per day one (1) before lunch and one (1) after lunch.
- G. Split shift assignments may only be scheduled upon mutual agreement between the affected employee, the Union and the Supervisor of Food Service.
- H. Employees working less than eight (8) hours per day may periodically have hours added to their regular workday. Scheduling of these additional hours will be equalized within the work requirements of the particular kitchen among employees having the same job classification within that kitchen. Employees refusing such additional work will have the hours charged as time worked for the purpose of equalizing extra hours. All refusals must be submitted in writing to the Supervisor of Food Service.
- I. When kitchens are closed due to scheduling, in-service, etc., employees may be given an opportunity to fill a vacancy providing that the placement does not disrupt the kitchen to which the cook is being assigned and providing the cook notifies the Food Service office

that she/he is available for work at least two (2) days in advance. Employees subbing shall be paid the hourly rate of the person for whom they are subbing.

ARTICLE 14 - COMPENSATION

- A. Compensation for food service employees will be as set forth in Schedule A.
- B. A uniform allowance of \$200.00 for food service employees will be granted. This allowance will be paid at the end of the school year to those individuals employed at that time. The allowance will be prorated to those persons hired after the beginning of the school year. This allowance will be prorated for any unpaid time in excess of the ten (10) days allowed under Article 11 G. No allowance will be granted to those who leave the employ of the school district during the school year, except in cases of retirement through MPSERS or death.
- C. Wages will be computed on the basis of hours worked. Food service personnel need not report for work on days in which lunches are not served at their station unless otherwise instructed by the Supervisor of Food Service.
- D. All personnel instructed not to report for work or sent home from work in a regularly scheduled school day when school is canceled due to weather will be paid their regular wages for the day. Should an employee report to work in advance of school cancellation, said employee shall be reimbursed for two (2) hours of work at their regular rate of pay in addition to their regular daily rate. Should school be canceled for some other mechanical dysfunction; the employee will be paid his/her regular wages for the first day provided his/her services cannot be utilized elsewhere in the food service operation. The school district shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation.
- E. Satellite employees that use their car to satellite will be paid double the mileage rate established by the Board of Education annually. If no rate has formally been established, the IRS rate will be used.
- F. Hours worked in addition to the employee's regular work day but which cause the day to be more than eight (8) hours will be compensated at the rate of time and one half of the employee's regular rate.
- G. When a new job is created and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. If the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

- H. Employees, who work banquets, shall receive their regular rate of pay until they have worked eight hours that day (including their regular workday) or until the banquet begins. Thereafter employees will be paid one and one-half times their rate.

One and one half times their rate shall be paid for banquet work after 5:00 p.m., or on Saturday and Sunday.

This work will be done by bargaining unit employees only, except by mutual agreement between the Employer and the Union.

- I. Whenever an employee is brought back to work on emergency call-in, s/he shall be retained on duty for a minimum of two (2) hours at overtime rates. If the emergency work is completed in less than two hours, it shall be the election of the employees to leave the job at the time the work is completed. Employees making this election, however, shall be paid only on the basis of time worked at overtime rates.
- J. Longevity shall be paid to employees upon the following basis:
- Three hundred fifty dollars (\$350) upon completion of fifteen (15) years of service.
 - Two hundred seventy-five (\$275) upon completion of ten (10) years of service.
 - Two hundred (\$200) upon completion of five (5) years of service.
1. Credit toward years of service shall be based on time actually worked during the contractual work year. An employee who works only a fraction of a work year will have his/her years of service prorated accordingly.
 2. All longevity shall be paid on the last pay date in June of each year.
 3. Longevity rate will be determined by the total years of service earned by June 30 of the year in which longevity is paid. The amount of longevity paid will be determined by the fraction of the contracted work year that the employee actually worked.
 4. Unpaid leaves of absence will not count toward years of service.
 5. Employees, who leave prior to June 30, shall receive longevity pay for time actually worked since the last longevity pay.
- K. Upon retirement from the district an employee will receive an allowance of five hundred dollars (\$500) providing s/he has been employed in the district for a minimum of ten years or seven hundred fifty dollars (\$750) provided s/he has been employed in the district a minimum of twenty (20) years.
- L. A payment of twenty-five dollars (\$25) times the number of accumulated sick days shall be paid to the employee at the time of retirement.

- M. Elementary Cook Managers shall receive an annual two hundred dollar (\$200) stipend. The stipend shall be prorated for unpaid time (e.g., unpaid leave, not in the position the full year) in that school year. The stipend will be paid on the last check of the school year. An employee who fills a temporary Cook Manager position under Article 9 E, and who serves in the position for twenty (20) or more consecutive work days will be paid this stipend (prorated for time worked in the position).
- N. Employees will be paid their regular wage for attending the back to school workshop.
- O. Upon successful completion, the employer will reimburse employees the initial cost of required classes (Sanitation & Safety, Basics, and Healthy Edge). The employer will not reimburse for repeated courses. The employer will reimburse GENCO workshop fees.

ARTICLE 15 - INSURANCE

- A. The Employer shall provide to each eligible full time employee without payment of premium by the employee, MESSA, Choices II PPO for a full twelve month period for the employee and his/her eligible dependents.
- B. Health care coverage shall be provided by MESSA Choices II PPO. Dual and/or coordinated coverage shall not be permitted. The board shall be obligated to a maximum of six (6) full time employees carrying Health Insurance coverage at a point in time when any of the current employees carrying that coverage drop the benefit.
- C. The Board shall provide without cost to regular full time employees and their eligible dependents Dental Insurance comparable to MESSA Delta Dental Plan E or C with orthodontic rider including internal and external coordination of benefits.
- D. The Board will provide life insurance in the amount of \$8,000 to the employee's beneficiary or beneficiaries. In the event of accidental death, the insurance will pay double the specified amount.
- E. The Board shall provide without cost to the full time employee Vision Insurance comparable to VSP II with both internal and external coordination of benefits.
- F. The Board shall provide to each food service employee working six (6) or more hours per day a maximum of \$13.00 per month for employees with health care, \$15.36 per month for employees without healthcare, to be credited toward one or more of the following that the employee selects during the insurance selection period.
 - 1. Additional life insurance
 - 2. Dependent life insurance
 - 3. Short term disability insurance
 - 4. Long term disability insurance
 - 5. Supplemental hospital insurance
 - 6. Survivor income benefits

The amount of coverage provided may be increased at the employee's option by requesting a payroll deduction for the difference between the Board's contribution and the cost of the coverage selected. Such payroll deductions must remain in force until the next enrollment period.

- G. Insurance coverage in paragraphs A-E will be subject to restrictions of the respective carriers and will be in effect for the full twelve month period providing the employee completes his/her contracted work year.
- H. Commencing with July 1, 1980 part time employees are not eligible for any insurance benefits except as provided in Article 15, C above except that no employee shall be reduced in benefits because of the redefinition of a part time employee.
- I. For the purpose of qualifying for insurance benefits full time shall be defined as being assigned six (6) or more hours of work per day. Employees, however, who work less than six (6) hours per day, will have the option to purchase insurance benefits at the group rate through the employer.

ARTICLE 16 - HOLIDAYS

- A. The nine (9) paid holidays are designated as Memorial Day, Labor Day, Good Friday, Thanksgiving Day and the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. Employees will be paid their current rate for said holidays providing s/he works the workday immediately preceding the holiday and the workday immediately following the holiday. Sick days will be counted as workdays.
- B. If an employee's work year includes at least fifteen (15) workdays during the month of July, s/he will receive July 4th as a paid holiday at his/her current rate.
- C. The Friday before Labor Day shall be considered a tenth (10) holiday as long as the state requires that it not be an attendance day for students.
- D. An employee who is temporarily assigned to a higher classification will receive holiday pay at that rate after thirty (30) days in that position.

ARTICLE 17 - MISCELLANEOUS

- A. The Employer will provide bulletin boards in each building, which may be used by the Union for posting notices.
- B. Safety hazards will be a subject for a special conference.

- C. Food Service employees will be required to attend all meetings called by the Supervisor of Food Service during their normal work hours.
- D. The Union shall provide the Office of Human Resources with the names of officers and shall notify the office of any and all changes promptly.
- E. Any test for tuberculosis required by the Employer or by law, as a condition of employment will be paid for by the Employer. The test normally used shall be a "patch" test. If the employee prefers but does not require an alternate verification of freedom from the disease, s/he will provide such at his/her own expense.
- F. Negotiations shall begin no later than sixty (60) days prior to the end of the last contract year.
- G. All proposed supplemental agreements by mutual agreement shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days by the Union following the conclusion of negotiations.
- H. The terms and conditions set forth in this agreement represent the full and complete understandings and commitments between the parties hereto; which may be altered, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment hereto.
- I. When three (3) or more positions will be filled due to vacancies and/or layoff, the employer may use a mass bid process following notification to the Union. Employees shall be given at least ten (10) working days notice of the meeting.
- J. It shall be the employee's responsibility to file his/her current address and phone number with the Human Resource Office.

ARTICLE 18 - CERTIFICATION

- A. As a condition of continued employment, employees must obtain and thereafter maintain the Michigan School Food Service Association certification. Employees who fail to do so shall lose their seniority and their employment shall be terminated.
- B. School Nutrition Association certification may be used in place of Michigan certification.
- C. Employees hired on or after May 1, 2001, shall have one (1) year from their date of hire to obtain their certification.
- D. To be considered for a Cook Manager position, an employee must hold the School Nutrition Association (SNA) certification.

- E. To remain employed as a Cook Manager, the employee shall maintain the SNA certification.

ARTICLE 19 - TERMINATION

This Agreement shall continue in full force and effect until 11:59 p.m. June 30, 2008.

- A. If either party desires to terminate this Agreement, it shall do so sixty (60) days prior to the termination date, in a written notice.
- B. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a 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 on sixty (60) days written notice prior to the expiration date.
- C. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this amendment may be ratified or terminated by either party on ten (10) days written notice. Any amendments that may be agreed upon shall become a part of this agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to G-4101 North Clio Road, Flint, Michigan 48504, and if the Employer, addressed to G-3475 West Court Street, Flint, Michigan 48532, or to any such address as the Union or the Employer may make available to each other.

SUPPLEMENT TO 2004-2008 SALARY SCHEDULES

- A. The parties agree that all financial aspects of the contract are retroactive to July 1, 2004.
- B. For the 2005-2006, 2006-2007 and 2007-2008 years enhancements to the employee compensation will remain subject to the following conditions. For each of those years a pool of money will be created from the following:

Using the pool determination as set out below, food service's share of the pool shall be 1.2% of the pool.

½ of the food service share shall be applied to the base steps of the salary schedule as a percentage.

½ shall be set aside in the event of pro-ration of the foundation allowance. If no pro-ration then it shall be paid as a lump sum.

Pool Definition:

In 2005-2006 new students above 5440 as used in the budgeting process; in 2006-2007 new students above 5490; in 2007-2008 new students above 5540.

½ of any increase in the foundation allowance in excess of \$100/pupil.

- C. If the retirement rate assessed by the State increases by more than 1.5% in either the 2005-2006, 2006-2007 and 2007-2008 school years, the food service share of the pool will pay ½ of the retirement increase above 1.5%.
- D. For placement on the salary schedule, an employee who works at least one fourth ($\frac{1}{4}$) but less than three fourths ($\frac{3}{4}$) of his/her contracted work year will receive one half ($\frac{1}{2}$) year credit for salary purposes on July 1. An employee who works three fourths ($\frac{3}{4}$) or more of his/her contracted work year will receive one (1) year credit on July 1.

Food Service Salary Schedule

2006-2007 with Pool

LEVEL	STEPS			
	1	2	3	4
Managers JR & SR				\$14.64
Managers – Elementary				\$13.67
Cook Baker				\$12.22
Kitchen Assistant	\$8.69	\$9.12	\$9.57	\$10.00

2007-2008

LEVEL	STEPS			
	1	2	3	4
Managers JR & SR				\$14.86
Managers – Elementary				\$13.87
Cook Baker				\$12.40
Kitchen Assistant	\$8.82	\$9.27	\$9.71	\$10.15

SCHEDULE - A

2004-2005

LEVEL	STEPS			
	1	2	3	4
Managers JR & SR				\$14.14
Managers – Elementary				\$13.20
Cook Baker				\$11.81
Kitchen Assistant	\$8.39	\$8.82	\$9.24	\$9.66

2005-2006

LEVEL	STEPS			
	1	2	3	4
Managers JR & SR				\$14.35
Managers – Elementary				\$13.40
Cook Baker				\$11.99
Kitchen Assistant	\$8.52	\$8.95	\$9.38	\$9.80

2006-2007

LEVEL	STEPS			
	1	2	3	4
Managers JR & SR				\$14.57
Managers – Elementary				\$13.60
Cook Baker				\$12.17
Kitchen Assistant	\$8.65	\$9.08	\$9.52	\$9.95

2007-2008

LEVEL	STEPS			
	1	2	3	4
Managers JR & SR				\$14.79
Managers – Elementary				\$13.80
Cook Baker				\$12.35
Kitchen Assistant	\$8.78	\$9.22	\$9.66	\$10.10

DURATION OF AGREEMENT

E. This Agreement shall be effective July 1, 2004, and shall remain in full force and effect without change, addition, or amendment unless herein provided to June 30, 2008. For the 2007-2008 school year, the terms of wage increases and health care shall be as set forth in this agreement. At the request of either party wage and health care provisions for the 2007-2008 school year can be reopened for negotiation. Notice to reopen shall be given no later than April 1, 2007.

Local 1918.03, and Council 25,
International Union of the
American Federation of State,
County and Municipal Employees

Carman-Ainsworth Board of
Education

Carla F. Pelky
Chapter Chairperson

[Signature]
President

[Signature]
Chief Steward

[Signature]
Vice-President

Cynthia el Zofchak
Secretary

Richard D. Lee
Secretary

[Signature]
AFSCME Representative

William K. Haley
Chief Negotiator

4-7-05
Date

Becky Baker
Supervisor of Food Service

4-7-05
Date

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