

AGREEMENT

between

CRESTWOOD SCHOOL DISTRICT

and the

**CRESTWOOD FOOD SERVICE
EMPLOYEES ORGANIZATION**

2006-2009

Crestwood School District
Dearborn Heights, Michigan

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AGREEMENT

This Agreement, made this 1st day of December 2006, by and between the Board of Education of the Crestwood School District, hereinafter called the "Employer" and Crestwood Food Service Employees Organization, hereinafter referred to as the " **Organization**".

(NOTE: 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 the wages, hours of employment and other conditions of employment agreed upon between the parties as required by Public Act 379 of the Public Acts of 1965, as amended.

ARTICLE I - RECOGNITION of Organization

Section 1

The Employer hereby recognizes the Crestwood Food Service Employees Organization as the sole and exclusive bargaining agent for all employees under the classification of **Tier One (1), (those employees who regularly work 30 or more hours) and Tier Two (2), (those employees who regularly work between 20 and 29 hours)** a week in respect to wages, hours, and other terms and conditions of employment and agrees not to bargain in respect to the above with any other group or agency during the life of this Agreement.

Section 2

The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner, which is not arbitrary, capricious or discriminatory, and without regard to race, creed, religion, color, national origin, age, sex, or marital status. **Tier One (1) employees will receive all benefits as outlined in this collective bargaining agreement. Tier Two (2) employees will receive those benefits as specifically noted in the collective bargaining agreement, (ie. Holiday pay, clothing allowance).**

ARTICLE II - BARGAINING COMMITTEE

Section 1

The **Organization** shall designate a committee of two (2) (with alternates) employees to be known as the Bargaining Committee who shall represent the **Organization** in negotiations with representatives of the Employer, and the Employer shall be informed of the members of this bargaining committee.

Section 2

Any member of the bargaining committee when attending any meeting at the request of the Employer or for the purpose of presenting legitimate grievance will not lose any salary compensation if the meeting is called and agreed to by the Employer representative for a period during the committee members' regular working hours.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as a condition that exists as a result of any unsatisfactory adjustment, or failure to adjust, a claim or dispute by any employee, group of employees, or the **Organization** concerning rates of pay, hours or working conditions set forth herein, or the interpretation or application of this Agreement. The termination of services of, or failure to re-employ any probationary employee, shall not be the basis of any grievance and shall not be subject to the grievance procedure as hereinafter provided.

Section 2 - Time Limits

The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the **Organization** fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the employer's

Article III - Grievance Procedure (Continued)

last answer. In the event that the employer shall fail to supply the **Organization** with its answer at a particular step within the specified time limits, the grievance may be processed on the next level.

Section 3 - Time Limits - WorkDays

All specified time limits herein shall consist only of workdays.

Section 4 - Initiation of Grievance

Each grievance shall be initiated within **five (5)** days of the occurrence of the cause for complaint or, if neither the aggrieved nor the **Organization** had knowledge of said occurrence at the time of its happening, then within ten (10) days after the **Organization** or the aggrieved should have reasonably become aware of the cause for complaint. Settlement of grievance initiated more than ten (10) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

The aggrieved employee shall be given the right to attend meetings pertaining to her specific grievance. Should an employee attend a grievance meeting during her regularly scheduled working hours, she will not lose pay except in cases of suspension or discharge.

If suspension or discharge is reversed through the grievance procedure and back wages are included, the entire settlement will not exceed the wages the employee would have received if she had worked.

Section 5 - Notification by Employee

Step 1

An employee with an alleged grievance shall first discuss the alleged grievance with **the Food Service Director**. The aggrieved employee shall have the right to representation by a steward.

In the event that the **Organization** is dissatisfied with the result of the meeting with the **Food Service Director** on the matter, then the **Organization** shall have the right to submit a written grievance on the complaint to the **Director of Business** within four (4) days after the aforementioned meeting. The **Director of Business** shall thereupon have

ARTICLE III - GRIEVANCE PROCEDURE (Continued)

four (4) days to respond to the grievance, in writing, setting forth his position on the matter.

Step 2

In the event the grievance is not disposed of through the **Organization's** acceptance of the **Director of Business** answer, the **Organization** shall have the right to appeal the decision to the Superintendent of Schools, or his designated representative, within five (5) days after receipt of the appropriate supervisor's written reply.

A meeting on the subject shall then take place within five (5) days after receipt of the **Organization's** appeal notice. This Step 2 meeting shall take place between the employee, a representative of the **Organization**, and the Superintendent or his designee. The Superintendent shall render a written decision of the dispute to the **Organization** within ten (10) days after the occurrence of said meeting.

Step 3

If the dispute still remains unresolved at the completion of the foregoing procedure, the **Organization** may submit the grievance to binding arbitration. Within ten (10) days following receipt of the notice to arbitrate, a representative from the organization and the Superintendent (or his/her designee) shall either mutually agree to one of the Arbitrators from the panel below, or select one of the Arbitrators from the panel below by blind draw:

The Arbitrators on the panel list shall be:

Thomas Gravelle

Mario Chiesa

C. Keith Groty

Multiple Grievances may not be submitted at the same time to the same Arbitrator unless by mutual agreement.

Section 6 - Arbitrator's Authority

The Arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement, however, the parties agree that he has a right to grant a monetary award.

ARTICLE III - GRIEVANCE PROCEDURE (Continued)

Section 7 - Cost of Arbitration

Each party will bear the full costs of its side of arbitration and will pay one-half (1/2) of the cost for the arbitrator.

Article III - Grievance Procedure (Continued)

Section 8 - Discharge

Notwithstanding the foregoing procedures for the processing of grievances, protests against the suspension and/or discharge of an employee may automatically bypass the first step of the procedure and be lodged at Step 2 for consideration, commencing at the superintendent's level, as provided. Step 2 meetings on discharge cases shall take place within three (3) days after receipt by the superintendent of a protest against the discharge. The **Organization** will be notified, in writing, of the discharge action and upon receipt of said notice the normal time limits will apply.

ARTICLE IV - SENIORITY

Section 1

Seniority for the purpose of this Agreement shall mean the length of continuous employment within the bargaining unit from the date of completion of **sixty (60)** days worked, probationary period.

Section 2

The relative seniority of employees hired on the same day shall be determined by ranking employees on the seniority list in descending numerical order of the last four digits of their social security number.

Section 3

The Employer shall maintain a current seniority list which shall be revised and a copy of which shall be given to the **Organization** bargaining committee.

Section 4

An employee shall lose seniority for the following reasons:

1. Resignation.
2. Discharge and the discharge not reversed through the

ARTICLE IV - SENIORITY (Continued)

grievance procedure.

3. Laid off for a period of more than one (1) year.
4. Absent for three (3) consecutive working days without notifying the Employer, except in those cases where the employee is unable to notify the Employer because of unusual circumstances, which prevent such notification. (At the option of the Employer such absence results in automatic discharge and the Employer shall send written notification to the employee at his last known address that this employment has been terminated and he has lost seniority.)
5. Retirement.
6. Return from sick leave and the leave of absence will be treated the same as (4) above.

ARTICLE V - LAY OFF

Section 1

In case of a lay off the **Organization** will be notified, in writing, five (5) days prior to the anticipated date, and the **Organization** will be furnished with a list of employees to be laid off and their respective seniority. Non-operation of schools due to conditions beyond the control of the Employer, such as but not limited to natural disaster, mechanical failure or strikes, shall not hold the Employer liable for notice of lay off.

Section 2

In the event it becomes necessary to lay off employees because of lack of work, probationary employees will be laid off first, and then those employees with the least seniority in the classification affected will be laid off. Notwithstanding the foregoing, cooks helper may bump employees with less seniority in a lower classification. No employee being laid off may bump an employee in a higher classification.

ARTICLE V - LAY OFF (Continued)

Section 3 - Recall

In the event it becomes necessary to recall seniority employees who have been laid off, employees on lay off will be recalled in order of greatest seniority within classification.

Section 4 - Notification

Any employee who shall have been laid off, and whose services are again required by the Employer, shall be notified to return to work by notification addressed to the last address given to the Employer by the employee. The notification shall be sent by certified mail with return receipt requested and a copy of the notification shall be given to the bargaining committee. The employee so notified shall have five (5) school days time after receipt of such notice to report for work.

ARTICLE VI - LEAVES OF ABSENCE

PAID LEAVES

Section 1 - Sick and Personal Leaves

- A. Each Tier One (1) member of the bargaining unit will each school year be credited with ten (10) sick leave days, three (3) days of which may be used for personal reasons. Employees shall be allowed to accumulate earned but unused sick leave days to a maximum of 45 days. New employees completing their probationary period after the start of the school year shall be credited with one (1) sick leave day for each month remaining in the fiscal year subsequent to completion of their probationary period. The determination of the proration of personal days shall be computed in the same manner.
- B. The purpose of such leave shall be to insure the employee against loss of income because of absence due to illness or transactions of personal business, which cannot be taken care of outside the regular working day.

ARTICLE VI - LEAVES OF ABSENCE (Continued)

- C. If a holiday occurs while an employee is off due to illness, the day will be paid as holiday and will not be deducted from either the annual leave days granted or any accumulated sick leave credit.

Section 2 - Funeral Leave

A regular employee will be excused from work because of death in the immediate family and shall receive straight time for hours lost from their assigned working schedule for up to three (3) consecutive workdays. Such days shall start no later than the day preceding the funeral. If the funeral occurs on Friday or Monday, the employee will be entitled to two (2) days only. Holidays, which occur during a funeral leave, will be paid as a holiday and shall not extend any funeral leave.

Funeral leave days are non-cumulative.

The immediate family shall be defined as follows: spouse, children, father, mother, brother, sister, father-in-law, **mother-in-law**, son-in-law, daughter-in-law, grandparents and grandchildren (natural or adoptive) **step-mother**, **step-father**, **step-brother**, or **step-sister**. The total number of funeral leave days in any school year shall not exceed nine (9).

UNPAID LEAVES

Section 1

Voluntary leaves of absence may be granted by the Employer for good cause for definite periods of time not to exceed three (3) months.

Voluntary leaves may be extended upon application for good cause and upon agreement between the Employer and the **Organization**, but in no event shall a voluntary leave be extended beyond a period of one (1) year from the last day worked.

ARTICLE VI - LEAVES OF ABSENCE (Continued)

Seniority shall not accumulate during such a leave and the seniority date shall be changed to reflect the number of workdays, which occur during the leave.

Section 2

An employee, being duly elected during such a leave and the seniority date shall be changed to reflect the number of workdays, which occur during the leave.

Section 3

An employee, being duly elected or appointed to a permanent office and/or as a delegate to, any labor activity, necessitating a temporary leave of absence, shall be granted such leave of absence, not to exceed twelve (12) months, and if not a temporary employee, shall accumulate seniority during such leave of absence. As much notice as possible of such intended absence shall be given to the Employer.

Section 4

The Seniority of employees who join the armed forces of the United States will accumulate during the period of their service, and their employment at the termination of such service shall be governed by and subject to the terms and provisions of the Selective Service Act of 1948.

Section 5

- A. Leaves of absence without pay or other benefits provided under this Agreement may be granted by the Employer. Employees will not accumulate seniority during such leaves of absence, but shall return with the seniority accumulated at the commencement of the leave of absence, subject to the Family and Medical Leave Act (FMLA) of 1993.
- B. In accordance with the Family and Medical Leave Act (FMLA) of 1993, the Employer will grant a leave of absence for on or more of the following:

ARTICLE VI - LEAVES OF ABSENCE (Continued)

1. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
4. The employee is unable to perform the essential job functions because of a serious health condition.

The parties agree that FMLA allows paid leave, as provided under Article VII, Section 1, to be substituted for unpaid leave. The Employer will make the determination if paid leave will be substituted for unpaid leave at the time of the request for the leave, or when the Employer determines that the leave qualifies as a FMLA leave if this occurs later.

FMLA leaves are only available to employees who have been employed by the Employer for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin.

An employee requesting an FMLA leave must provide the Employer at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, the notice is to be provided as soon as practicable.

A leave denoted as 1. through 3. above may be extended for a period of time with the written approval of the Employer, but not to exceed a total leave of one (1) year. A leave denoted as 4. above may be extended for a period of time with the written approval of the Employer, but not to exceed

ARTICLE VI - LEAVES OF ABSENCE (Continued)

one (1) year beyond the exhaustion of the employee's accumulated paid leave days. When a leave denoted as 1. or 2. above is granted, the leave

must be taken in one (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement.

Continuation of medical benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) work weeks of FMLA leave in the twelve (12) month period.

Leaves denoted as 3. or 4. above must be supported by medical certification from a health care provider stating, (a) the date the serious health condition commenced, (b) the probable duration of the condition, (c) the appropriate medical facts, and (d) a statement that the employee is unable to perform the essential functions of his or her position, or that the employee is needed to care for the person. The employer reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the Employer concerning any information within the medical certification.

An employee on leave shall not engage in any outside or supplemental employment.

At the expiration of a medical leave, or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his or her fitness to return to work. The Employer may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the Employer. An Employee's failure to return from leave at the designated time will be conclusively presumed as an abandonment of his or her employment.

When a leave denoted as 1. through 4. above is granted, the Employer will continue to provide an employee's medical insurance on the same terms and conditions as prior to the leave for a period not to exceed twelve (12) work weeks.

ARTICLE VI - LEAVES OF ABSENCE (Continued)

The Employer may recover the health insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from a FMLA leave will be restored to the position he or she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Section 6

The leaves of absence provided for in this Article shall only be granted to Tier One (1) employees.

ARTICLE VII - INSURANCE

Section 1 - Medical

The Employer shall provide without cost to the employee, the insurance coverage's provided for in this Article for all **Tier One (1)** employees who are scheduled to, and regularly work at least thirty (30) hours per week.

A. Coverage

The current Blue Cross PPO plan shall be changed to Community Blue 1 PPO with a \$10 generic / \$20 brand prescription drug rider with MOPD 2-X and the PCCM, PCD Riders.

Eligible employees may elect reimbursement in lieu of medical insurance as provided below:

1. All eligible employees must elect either coverage or reimbursement in lieu of coverage by the Friday following Labor Day of each year. Those employees electing reimbursement shall receive payment at the end of the school

ARTICLE VII - INSURANCE (Continued)

year if they have worked the full school year. The amount of reimbursement shall be:

Tier One (1) Employees \$400.00

Coverage and benefits under the above plans are subject to the terms and conditions contained in the contracts between the District and the carrier/provider.

Except as otherwise provided under COBRA, the insurance listed above shall be discontinued at the end of the month in case of layoff or unpaid leave of absence, except for FMLA leaves.

It shall be the responsibility of the employee to notify the Business Office of any change in his/her status, with respect to eligibility for coverage, including dependent coverage.

B. Continuation of Medical Insurance

The employer shall provide for up to thirteen (13) weeks without cost to the employee, medical coverage for the period commencing with eligibility for sick and accident benefits. The employee will have the option after expiration of those benefits to purchase hospitalization insurance coverage through the Employer at the group rates for a period equal to the accumulated sick days or until termination of the medical leave whichever occurs first.

Section 2 - Life Insurance

A term insurance policy in the face value of \$12,000, subject to reductions after attaining the age as permitted by the Age Discrimination in Employment Act.

Section 3 - Disability Insurance

The School District shall pay the premiums to provide to Tier One (1) employees the District's LTD policy. The School District shall pay 60% not to exceed \$2,000 per month). The School District shall provide to seniority employees, upon request, a schedule of insurance and summary plan

ARTICLE VII - INSURANCE (Continued)

description, but a seniority employee's entitlement to benefits shall be subject to, and governed by, the terms and conditions of the group insurance policy.

The waiting period shall be 30 consecutive workdays of disability. After 30 consecutive workdays of disability, the District will pay 60% of the employee's base straight-time pay until the 60 calendar day waiting period has been exhausted.

Disability shall be defined and administered in accordance with the District's LTD policy.

Section 4 - Dental

The Employer shall provide, without cost to the employee, coverage for dental benefits. Coverage for dental benefits shall provide eighty (80%) percent for routine dental treatment, fifty (50%) percent for major dental treatment and fifty (50%) percent for orthodontics with a Seven Hundred and Fifty Dollar (\$750.00) calendar year maximum on routine and major treatment and a Seven Hundred and Fifty (\$750.00) dollar lifetime maximum for orthodontics, each per member of the family. The plan to cover the employee and all dependents, dependents to include spouse and all children to age twenty-one (21) and beyond age twenty-one (21) if meeting the eligibility requirements of the insurance carrier for a full-time student.

Section 5 - Vision

The Employer shall provide, without cost to the employee, the MASB SET/SEG Plan IV Vision Care Plan as it is defined at the ratification date of this contract.

ARTICLE VIII - HOURS OF WORK

Section 1

The standard work day shall not be more than eight (8) consecutive hours. No person shall be required to work over seven (7) hours per day without his/her consent.

ARTICLE VIII - HOURS OF WORK (Continued)

Section 2

The standard workweek shall be not more than five (5) consecutive days in any seven (7) day period beginning at 12:01 AM, Monday morning.

Section 3

Employee shall be paid time and one-half for all work in excess of forty (40) hours in any one (1) week.

Section 4

An employee selected to work at a function or event which takes place after the normal workday shall receive straight time for all such hours worked.

Section 5

Whenever an employee has been scheduled or notified to report for work and is sent home due to no fault of his / her own, he / she shall receive one-half (1/2) of his regular pay or be provided with some type of work of a reasonably similar nature for one-half of his regularly scheduled hours. If school operations are suspended due to an Act of God employees will receive pay for all hours scheduled.

If school is dismissed early due to an Act of God, employees will be allowed to leave upon satisfactory completion of all work in process and will receive pay for all hours scheduled.

Student half-days of attendance identified on the school calendar of the district shall be considered scheduled workdays for only Tier One (1) members whose position requires them to be present.

Section 6

The Head Cook position will be a full-time position of minimally six (6) hours per day and no reduction in hours will occur in this classification. Any reduction of hours will be equally applied to all classifications.

Section 7

There shall be one paid fifteen (15) minute rest period for each four (4) hours of work scheduled.

ARTICLE IX - HOLIDAY PAY

Tier One (1) employees shall be entitled to the following holidays, without loss of pay, provided they work the last scheduled workday before and after said holiday. *Note: With the approval of the Superintendent or his designee a waiver of this clause may be granted if an emergency arises that precludes the employee from working (ie, medical, bereavement).

1. Friday before Labor Day
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day
5. Christmas Eve
6. Christmas Day
7. Day after Christmas
8. New Year's Eve
9. New Year's Day
10. Good Friday
11. Monday after Easter
12. Memorial Day

Tier Two (2) employees shall be entitled to the following Holidays, without loss of pay, provided they work the last scheduled workday before and after said holiday.

1. Thanksgiving
2. Christmas
3. New Year's
4. Easter
5. Memorial Day

ARTICLE X - WAGES AND CLASSIFICATIONS

2006-07 For the 2006-07 school year, the wage schedule shall be frozen at the second semester 2005-06 wage amount. However, food service employees shall be paid a two percent (2%) off schedule payment based on the second semester 05/06 paid wage set forth in Article X. Said lump sum shall be paid half at the end of the first semester (January 26,2007) based on the hours scheduled, and half at the end of the second semester (June 30, 2007) based on the hours scheduled. It will be pro-rated for any food service employee on leave of absence for over 20 days.

ARTICLE X - WAGES AND CLASSIFICATIONS (Continued)

2007-08 The wage schedule freeze will be removed. The 2005-06 wage schedule shall be increased by 2.0%.

2008-09 The 2007-08 wage schedule shall be increased by 2.0%.

Accordingly, employees will be compensated according to the following hourly wage rate:

A. WAGES - The Employer agrees to classify all employees in accordance with their general duties, the same to be performed as directed by the Food Service Director. The wages for classifications agreed upon are listed below.

	<u>2006/07</u>	<u>2007/08</u>	<u>2008/09</u>
Head Cook	\$15.17	\$15.47	\$15.78
Cook's Helper	13.20	13.46	13.73
Cafeteria Assistant	12.43	12.68	12.93
Middle School Manager	13.67	13.94	14.22
Food Service Driver	16.26	16.59	16.92
Food Service Driver Asst.	15.92	16.24	16.56

B. CLASSIFICATIONS

Section 1

Whenever a vacancy occurs so as to make a promotion possible, the Employer shall post a notice of the same on its employee bulletin boards and invite employees to apply for the job. All such job vacancies shall be posted for seven (7) calendar days.

Section 2

Any employee desiring a posted job may present a bid.

Section 3

In the event of any vacancy or promotion (except in positions where technical training, special experience or special education is required)

ARTICLES X - WAGES AND CLASSIFICATIONS (Continued)

preference will be given to employees with the longest seniority providing senior applicant has demonstrated capacity and training background or education, which with a two week on-the-job training period would make them competent to perform the duties of the vacant job classification.

Section 4

After said two (2) week training period the Employer shall:

1. Either extend the training period for an additional four (4) weeks, or
2. Return the employee to her former duties with no loss in seniority or pay for those duties, or
3. After satisfactory completion of the training period, the employee shall be placed in the new classification at the appropriate rate of pay.

Section 5

It will continue to be the policy of the Employer to make promotions from within the ranks of employees, and only when competent employees cannot be found in the ranks or competent employees will not accept the position will the Employer vary from this policy.

Section 6

Personnel shall be expected to interchange their work duties as shall be determined by the direction of the supervisor except that a person being paid a higher rate shall not receive less when required to perform the duties designated by a lower rate of pay. Any employee temporarily taking the place of an employee in a higher wage bracket because of the absence of such employee shall receive the difference in pay commencing on the second (2nd) continuous day that all the duties of the absent employee are performed.

Section 7 - Job Descriptions

The general duties of each classification are incorporated in this Agreement as a guideline for job assignments but are not intended to conflict with the concept expressed in Article XI, Section 6.

ARTICLE X - WAGES AND CLASSIFICATIONS (Continued)

Head Cook -Tier One (1)

Under the direct supervision of the food service director, is responsible for preparation of all foods, supervises the base kitchen ship-out to satellite facilities, manages base kitchen personnel as directed by food service director, responsible for all catering and additional food service related functions.

Cook's Helper -Tier One (1)

Helps in preparation and serving of foods and related duties.

Cafeteria Assistant - Tier Two (2)

Performs cashiering duties, set-up counters, assist in cleaning and dishwashing and uses slicer, French fryer, or kitchen equipment as directed by Head Cook.

Middle School Manager - Tier One (1)

Under the direct supervision of the food service director, is responsible for some food preparation, supervision of the middle school cafeteria staff, some middle school catering and other duties as assigned.

Food service Driver - Tier One (1)

Weekly schedule is determined to meet the food delivery schedule to all schools and to handle all warehousing needs. Other duties as assigned/

Food Service Driver's Assistant -Tier One (1)

To assist the driver in the delivery of food and the physical management of warehousing. Other duties as assigned.

ARTICLE XI - MISCELLANEOUS

Section 1

The employer shall provide a bulletin board at an appropriate place at Crestwood and Riverside Schools for use of the **Organization**.

ARTICLE XI – MISCELLANEOUS (Continued)

Section 2

All new rules adopted by the Employer affecting employees covered under this Agreement shall be explained to the **Organization** before taking effect. The Employer reserves the right to make reasonable rules and regulations implement the terms of this contract and/or to conduct affairs of the Employer.

Section 3

In case of an accident on the job, the employee shall be covered by sick leave days until eligible for the benefits of Worker's Compensation. The Employer will continue to make up the difference between Worker's Compensation benefits and the employee's regular salary until their sick bank is exhausted. At that time the employee will continue with the benefits of Worker's Compensation only.

Section 4

The Employer may adopt a mandatory retirement policy which requires retirement of employees at the minimum age permitted by law. A retirement stipend shall be provided to all employees who qualify for Michigan Public School Employees Retirement benefits and have ten (10) or more consecutive years of service with the district immediately preceding retirement. Such stipend shall be determined by the following formula:

One-fourth (1/4) of one percent (1%) of base wages for the preceding twelve (12) months times the number of consecutive years of service prior to retirement.

The value of any accumulated leave days will be added to the base wages in calculating the stipend. Such payment shall only be made after one (1) year or later in which time no unemployment compensation claim has been filed against the Employer. In the event of death of the retiree prior to the one (1) year requirement, the benefit shall be paid to the retiree's estate.

Section 5

A clothing allowance of \$175.00 will be paid annually to all Tier One (1) and Tier Two (2) members of the bargaining unit. All employees must have uniforms which are in such condition as to present a clean and pleasing appearance when worn.

ARTICLE XI - MISCELLANEOUS (Continued)

Section 6

Mileage will be paid to employee required to change work locations during any workday.

Section 7

Any employee with ten (10) or more years of service who voluntarily terminates their services with the district shall receive payment for previously unused and accumulated paid leave days at 50% of the prevailing rate, but not to exceed eight (8) days pay.

Section 8

An appropriate first aid kit shall be maintained in an assessable location in the kitchen of the secondary school.

ARTICLE XII - LIABILITY

Nothing contained in this Agreement is intended to conflict with the statutes of the State of Michigan, or the laws of the United States, and any provision found to be contrary to said statutes or laws shall be of no effect.

ARTICLE XIII - RIGHTS OF THE EMPLOYER

There is reserved exclusively to the Employer all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it excepting where expressly limited by the provisions of this Agreement.

The Employer retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions which are not inconsistent with the provisions of this Agreement. The Employer agrees, however, that prior to taking action on any such rules or personnel policies, established by it related to hours, wages, and working conditions of the employees, it shall give the **Organization** reasonable notice of any proposed rule or policy. Such notification shall be given to afford the **Organization** the opportunity to consult with the Employer as to the same before it takes action thereon. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

ARTICLE XIII - RIGHTS OF THE EMPLOYER (Continued)

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer the adoption of policies, rules, regulations and practice, in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE XIV - STRIKE PROHIBITION

The **Organization**, and its members of the bargaining unit, shall at no time direct, instigate, participate in, encourage or support any strike against the Employer or the School District.

It is mutually agreed that in the event another union, association or other organized group establishes an illegal picket line that would create a physically hazardous condition for members of this bargaining unit they shall not be required to cross the aforementioned picket line unless appropriate safeguards have been established by the Employer.

Whenever such safeguards have not been established, members of the bargaining unit shall not be required to attempt entry onto the Employer's premises, but shall notify the office of the Superintendent of Schools on the same day. The Employer shall at that time direct the members of the bargaining unit as to the appropriate action to be taken including but not limited to reporting when safeguards are provided or remaining off the premises. The obligation of the Employer shall be limited to paying any member of the bargaining unit only for pay for the regularly scheduled work on the initial day of such picket lines.

The employee shall upon reporting to work file with their supervisor a statement detailing the events surrounding the aforementioned attempt to enter the Employer's premises.

ARTICLE XV - DURATION

This Agreement shall become effective upon ratification by the Board of Education, and shall remain in effect to and including June 30, 2009, and thereafter from year to year, unless one party or the other gives notice in writing, at least sixty (60) days prior to the expiration of this agreement of the desire to terminate the Agreement or modify its terms.

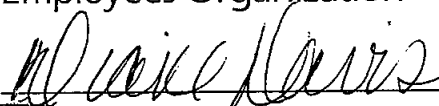
RATIFICATION


The terms set forth herein having been ratified by a majority of the members of the **Organization** voting at a meeting duly called for such purpose; and

Approved by the Board of Education of the Crestwood School District by resolution duly adopting the terms and policies set forth herein.

This Agreement shall become effective July 1, 2006 and expire June 30, 2009.

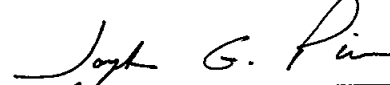
Crestwood Food Service
Employees Organization

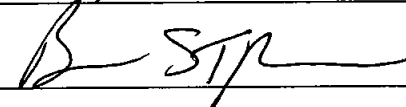




Dated 12-21-06

Crestwood School District





Dated 12.20.06

cafeteria contract