

- 9/1/94

Master Contract for Cafeteria Employees

This AGREEMENT made and entered into this 13th day of April, 1992, at Coldwater, Michigan, by and between Coldwater Community Schools (hereinafter called the "School") and the Glass, Molders, Pottery, Plastics and Allied Workers International Union, AFL, CIO, CLC, and on behalf of its Local 120B, (hereinafter called the "Union").

ARTICLE I - RECOGNITION

The School recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of employment, and other conditions of employment for all cafeteria employees employed by the School District, but excluding all cafeteria working supervisors, cafeteria substitutes, other supervisors, clerical personnel, noon-hour supervisors, and all other school district employees.

ARTICLE II - BOARD OF EDUCATION RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the School's business, the equipment, and the operations, and to direct the working forces and affairs of the employer.
  2. Determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business hours or days.
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees subject to the terms of this Agreement, transfer employees, assign work or extra duties to employees (if above the employees' classification, such assignment will be temporary and of a short duration), determine the size of the work force, and to lay off employees.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or change therein.
  5. Adopt rules and regulations which shall be uniformly applied to all employees within the bargaining unit.
  6. Determine the qualifications of employees, including physical fitness.
  7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

*Coldwater Community Schools*

8. Determine the placement or distribution of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
11. Determine the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof and are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States. 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 and the transportation of children in connection herewith. None of the provisions of this Article shall be applied in a manner inconsistent with any other provisions of this Agreement.

### ARTICLE III - UNION RIGHTS

- A. The Union shall have all rights as accorded it by law, the Constitution of the State of Michigan, and the Constitution of the United States.
- B. The Union shall have the right to use School buildings at reasonable hours for meetings, provided they have prior approval from the building principal and/or the superintendent. Bulletin boards and mail services shall be made available to the Union.
- C. The Board agrees to furnish the Union, in response to reasonable requests from time to time, all available public information concerning the financial resources of the district.
- D. Union Members shall be allowed to wear insignia pins of identification of membership in the Union on or off school premises.

### ARTICLE IV - UNION REPRESENTATION

For purposes of representation, the School agrees to recognize a Union committee consisting of four (4) employees of the bargaining group selected by the Union. The membership of this committee will be given, in writing, to the administration annually by the Union.

### ARTICLE V - NO DISCRIMINATION

The School and Union mutually pledge that they will not interfere with, restrain, or coerce the employees in their rights, privileges, or obligations under Act 336 of

1947, as amended, (Public Employment Relations Act). The provisions of this Agreement shall apply to all employees covered by this Agreement without discrimination of race, creed, color, national origin, sex, age, or religion.

#### ARTICLE VI - WAIVER CLAUSE

The employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

The parties may, however, meet and confer concerning mutual problems during the life of the contract but neither shall be obligated to bargain with the other without its express consent concerning any such subject matter.

#### ARTICLE VII - SAVINGS

In the event that any federal or state legislation, governmental regulations, or court decisions cause the invalidation of any article or section of this agreement, all other articles and sections not so invalidated shall remain in full force and effect.

#### ARTICLE VIII - NO STRIKE

The Union will not call or sanction or in any way participate in any strike or concerted work stoppage or refrain from the full faithful and proper performance of the duties of the employees covered by this Agreement during the life of the contract. Should the employees participate in said work stoppage or the aforementioned slowdown or refuse to report to work for any reason other than reasons hereinbefore excused in this contract, the Union shall, within forty-eight (48) hours, upon written notice from the School, be obligated to post copies of the following notice on the bulletin boards and shall grant permission to the School Board to publish said notice in a local newspaper of circulation within the district:

We have been advised by the \_\_\_\_\_ that a strike (stoppage) has occurred. Inasmuch as no such strike or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike or stoppage, you are hereby instructed to return to work immediately.

It is expressly understood by the employees that striking by public employees is strictly prohibited by law and will not be tolerated by the School District nor the taxpayers of the School District.

#### ARTICLE IX - TEMPORARY WORK

A. Any employee, if asked to do other than his/her regular work, is expected to help until such work is done. The employee shall not receive less than his/her normal rate of pay when performing such work.

- B. In the event an employee is required to work in a higher pay classification, as defined in the Appendix of this contract, the employee shall be paid the rate of the employee or his/her own rate, whichever is higher, for hours worked starting the second day of the assignment.
- C. In the absence of the supervisor from work, the School administration may ask an employee to fill the supervisor's job on a temporary basis. In such cases, the employee shall be paid 50¢ per hour less than the high school supervisor, for such work performed. If the employee is required to fill the supervisor's job for more than two (2) consecutive days, they will be paid the supervisor's rate of pay providing they perform all supervisory functions.

#### ARTICLE X - PAYDAYS

All employees shall be paid on a bi-weekly basis as normally scheduled by the district. It is further understood that exceptions to the bi-weekly schedule can be made when caused by circumstances over which the School has no control.

#### ARTICLE XI - HOURS OF WORK

- A. The workweek shall be coordinated with the yearly school calendar approved by the Board of Education. Both the School and Union recognize that no guarantees can be given to employees that every workweek shall consist of five (5) working days, due to the nature of the school calendar.
- B. All hours over eight (8) in one (1) workday shall be paid at the rate of time and one-half, providing the employee works forty (40) hours within the workweek. Approved leave days shall be considered the same as workdays when calculating a forty (40) hour workweek.
- C. The normal workweek shall be Monday through Friday; except, the School shall have the right to assign one (1) employee a different workweek.
- D. Overtime work must have prior approval of the employee's immediate supervisor or the Assistant Superintendent and will be paid at the rate of time and one-half for over forty (40) hours in one (1) workweek.
- E. Employees' hours for working, when school facilities are in use by organizations outside the School's program, will be determined by existing school district policy. Overtime shall be paid in accordance with the provisions of this article.
- F. During days when lunch is not served, it shall be the right of the Assistant Superintendent to establish the necessary time needed for cleaning. Normally, nor more than one (1) of the no-lunch-served in-service days shall be devoted to cleaning in any month that school is in session.

#### ARTICLE XII - EQUALIZATION OF EXTRA WORK HOURS

- A. Extra hours worked are defined as hours beyond the normal work schedule.
- B. Extra work hours, as they become available, will be equalized by rotating employees on a seniority basis from a prepared extra-hours sign-up list. The extra-hours work lists shall be developed and maintained by the Union and provided to each supervisor on a monthly basis. In the absence of a Union-prepared list, supervisors may assign any person to the extra work hours assignment. Exceptions to this procedure can take place in case of an emergency.

- C. It is understood that extra hours worked are voluntary in nature.
- D. It is understood that kitchen utilization and the need for extra hours work shall be determined by the School. All extra hours worked need approval of the Assistant Superintendent before being assigned.
- E. It is understood that this article deals with the assignment of extra work hours above employees' normal work assignments. Substitute employees may be assigned to extra hours work when no one in the bargaining unit is available or regular employees cannot work due to conflicts with their regular work schedules.

#### ARTICLE XIII - WAGE RATES

The wage rates and other benefits shall be as set forth in Appendix "A" annexed hereto and made a part of this contract.

#### ARTICLE XIV - UNION SECURITY

- A. Each permanent employee who is a member of the Union as of the effective ratification date of this Agreement, as a condition of continued employment, shall contribute toward the administration of this Agreement unless otherwise excused as stated in provisions of this article.
- B. The Union shall provide the School with an employee-signed list showing which employees have authorized dues and fees to be deducted as of the ratification date.
- C. The following employees shall be excused from joining the Union and the payment of dues or fees:
  - 1. Employees who are not members of the Union prior to the ratification date of this contract.
  - 2. Employees whose normal workweek is nine (9) or less hours per week.
- D. Union dues or fees, excluding special assessments, from employees who are not excused from Union membership as previously stated, must be paid to the collective bargaining agency after thirty (30) working days of employment.
- E. The School will, within three (3) days after receipt of notice from the Union, (a copy of which shall go to the employee), discharge immediately employees who are two (2) months delinquent in their payments to the collective bargaining unit, with the exception of those employees described in Paragraph C. Further, the Union agrees to hold the School harmless and pay all financial litigation claims and attorney fees that might arise from the enforcement of this Paragraph.
- F. Checkoff - The Union shall provide the employees with checkoff forms to be filled out by the employee to authorize the agency shop fee hereinbefore specified. Upon receipt of such written and signed authorization, the employer agrees to deduct the fee from the employee's earnings from the first paycheck of each month and remit same to the Secretary-Treasurer of the Local Union and International Secretary within fifteen (15) days after such deductions are made along with a list of the names from whom such deductions are made. Authorization forms shall continue in effect until revoked in writing by the employee or until termination. The employer need honor only one authorization per employee per year. All refunds for dues or fees shall lie solely with the Union. It is expressly understood that the employer need not deduct any assessment under the terms of this Article.

- G. All refunds claimed for deductions under such fees' authorization shall lie solely with the Union. The Union agrees to reimburse any member for the amount of any deduction deducted by the School and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the School harmless from all claims of excessive deductions.

#### ARTICLE XV - FARMING OF BARGAINING UNIT WORK

The School agrees it will not subcontract work normally performed by members of the bargaining unit within the effective dates of this contract as defined in the Duration Article. The School, however, shall have the right to subcontract when it suspects that any employee in the bargaining unit is involved in a work stoppage or work slowdown for the purpose of disruption.

#### ARTICLE XVI - NON-BARGAINING UNIT EMPLOYEES

Working supervisors shall be allowed to perform work in kitchen areas as they were before this contract was enforced. It is understood that during periods of layoff or reduction of hours, the working supervisor shall not take the place of employees so effected.

#### ARTICLE XVII - DISCHARGE AND DISCIPLINE

An employee shall not be disciplined or discharged without good and sufficient reason. Any employee discharged shall, if he/she so requests, be granted an interview with a Union representative before being required to leave the premises.

Employees' written disciplinary reprimands shall remain in the employee's personnel file for a period of one (1) year providing no additional written reprimands have been filed during that one (1) year period. In such cases where additional written reprimands are issued to the employee during the one (1) year period, the oldest reprimand will be maintained in the file for an additional six (6) months.

#### ARTICLE XVIII - SENIORITY

- A. All employees shall have seniority as of the date when first hired by the district as a permanent cafeteria employee. Substitute employees shall not have seniority.
- B. If two (2) or more employees are hired on the same date, they shall be placed on the seniority list in alphabetical order of their last names and, once placed on the list, will remain unchanged in position.
- C. Loss of Seniority - An employee shall be removed from the payroll and shall lose all seniority and rights of this contract when:
1. The employee quits.
  2. The employee is discharged for just cause.
  3. The employee is laid off and fails to signify any intention of return to work within forty-eight (48) hours of receipt of written notification which shall be sent by registered or certified mail to the employee's last address of record with the Personnel Department, return receipt requested.
  4. Failure to report to work at the expiration of the leave of absence.
  5. An employee is convicted of a felony in a court of law.

- D. All new employees and employees who have been rehired after loss of seniority in terms of this article's Paragraph C, shall be considered probationary for their first thirty (30) working days unless the probationary period is extended by agreement of the School and the Union. Upon completion of the probationary period, the employee's name shall be entered upon the seniority list from the anniversary date of hire.
- E. The School shall prepare and maintain a seniority list to record the seniority status of each employee in the bargaining unit. Such list shall show the names of employees and their seniority dates. The Union Chairperson may request such list from the School at reasonable intervals. Such request should be in writing, addressed to the Assistant Superintendent of Schools.

#### ARTICLE XIX - LUNCH PERIODS

Lunch periods for employees shall be established by the working supervisor. Such periods shall be without pay and not conflict with necessary work and serving times.

#### ARTICLE XX - EMPLOYEE BREAKS

Employees are entitled to two (2) 15-minute breaks during the workday providing the employee works a scheduled eight-hour day. Employees who work at least four (4) continuous hours in a workday will be entitled to one 15-minute break period. Employees who do not meet the above requirements are not eligible for breaks. Break schedules will be arranged by the employee's working supervisor.

#### ARTICLE XXI - JOB BIDDING

- A. All permanent vacancies within the bargaining unit shall be posted. Posting shall include the job title, hours and building. Each employee shall be given five (5) working days in which to make written application to the immediate working supervisor or the assistant superintendent. Such applications will be obtained from either the central office or the employee's supervisor. The senior employee shall be given first consideration providing the employee is so qualified. The qualifications shall be determined by the working supervisor and the assistant superintendent. Ten (10) copies of the posting shall be sent to the Union's chairperson by inter-school mail. One copy of postings from other bargaining units shall be forwarded to the High School and Middle School kitchens.
- B. All employees who are transferred to other jobs within the bargaining unit, as provided for under Paragraph A of this Article, shall be placed on a thirty-workday probation period in the new job. Such time shall be taken for the immediate supervisor to evaluate the employee's performance in the new job. If the supervisor finds that the employee's work is not satisfactory, the employee will be transferred back to his/her old job any time within the thirty-workday period.

The employee may also request a return to his/her old job any time during the thirty-workday probationary period if he/she finds he/she is unable to handle or is dissatisfied with the new job. Before being returned to the old job, the employee shall communicate, in writing, to the assistant superintendent the reason for the request. The request shall be honored if so judged to be justified by the assistant superintendent to be valid in nature.

- C. Positions opened, due to long-term approved leaves of absence, need not be posted when filled on a temporary basis. Should an employee terminate his/her service with the School at any time during the leave or should the school district terminate his/her services, the job will, at that time, be posted.
- D. In selecting employees to fill the temporary vacancy caused by a long-term approved leave, the School shall post said job as temporary. The senior employee applying for the job shall be given consideration providing the employee is determined qualified for the job by the School. If no qualified employee is available to fill the job, a substitute may be hired for the duration of the approved leave.
- E. If no employee of the cook's bargaining unit has successfully been transferred to an open position as provided for in this Article, the School shall grant interviews to other employees from other bargaining units represented by G.M.P. who have applied for the job. It is expressly understood that the School is under no obligation to transfer another employee to the open position, but shall consider the employee through the interview process.

It is understood that employees who successfully transfer from one bargaining unit to the cook's bargaining unit shall not transfer seniority to the new unit. They shall, however, transfer any vacation time and accumulated sick days earned in the other bargaining unit.

#### ARTICLE XXII - LAYOFF AND RECALL

- A. Layoff will be by seniority as described in Paragraph C below.
- B. In the event of layoff, the employer will notify the employee to be affected in writing at least forty-eight (48) hours in advance of the effective date of layoff.
- C. Through the layoff process of cafeteria employees from their normally established hours per week and/or day, the senior cafeteria worker shall have the right to displace any less senior cafeteria worker providing the senior employee has the minimum qualifications to do the work required. The School shall have the right to determine if the senior employee has the minimum qualifications.
- D. Recall shall be by seniority providing the employee is qualified to do the job that is open. Employees shall be placed on up to a thirty (30) day (or less) trial period after recall so that the administration can evaluate work being performed. If the work performed is not satisfactory as determined by the administration during the trial period, the employee shall be placed back on the district's layoff list and the next qualified person shall be recalled by seniority.
- E. Notice of recall shall be in writing to the employee and mailed to the last known address maintained in the School's payroll office. It shall be the employee's duty to keep his/her address current with the School. The employee shall have at least three (3) days after receipt of the letter to report for work or notify the School of their intent to report if such notice is given in the summer months. If the employee fails to report or give notice of intent to report within the three-day limit, he/she shall be considered a quit and will lose all rights of seniority and recall, and the next name on the list shall be notified.
- F. The employer shall maintain an employee layoff list for a period of two (2) years. After the two-year period, the employee's layoff status shall cease.

ARTICLE XXIII - HOLIDAYS

A. The employee shall receive the following paid holidays:

Labor Day	Christmas Day	Good Friday
Thanksgiving Day	New Year's Day	
Day After Thanksgiving Day	Memorial Day	

- B. If school is in session on Good Friday, and the school decides to serve lunch, all employees are expected to work. The employee shall receive his/her normal rate of pay for hours worked plus the holiday pay, but holiday pay shall not be counted for the purpose of overtime.
- C. The employee must work his/her last scheduled day preceding and first scheduled workday following the holiday to be eligible for pay. Approved leave days will be considered work days for this section of this Article.
- D. Employees who have been employed ten (10) full consecutive years shall be entitled to five (5) day's pay for Christmas vacation payable the second pay of December.

ARTICLE XXIV - ACT OF GOD DAYS

A. Employees will not be paid for any days that school is closed when caused by conditions of inclement weather or other acts of God when the State of Michigan penalizes the school district its State Membership Aid. Employees will only be paid for such days when the School is paid by the State.

When the School is required by the State to hold school in order to receive state membership aid payments and school days need to be rescheduled by law, the employee shall be paid. Employees shall only be paid for rescheduled days required by law.

- B. With the approval of the assistant superintendent, the employee shall be paid for days school is closed if the employee is at an assigned work-station when the decision to close school is reached.
- C. It shall be the mutual responsibility of the School and employee to be informed about school closings. Announcements on the local radio station shall be sufficient notice of school closings.

In the event an employee's work schedule is early in the morning before school closing announcements can be made, the School shall pay a minimum of two (2) hours of work, if said employee reports for work.

ARTICLE XXV - ABSENCES AND LONG-TERM LEAVES

A. Maternity Leaves

1. An employee shall have the right, if she so desires to receive sick-leave benefits during such time as she is no longer able to continue to work and is physically incapacitated. Such sick-leave benefits shall be limited to the extent of sick days earned by the employee. It is expressly understood that nothing in this paragraph shall include normal child care.
2. If the employee chooses, she may avail herself of an unpaid maternity leave during the period of physical incapacitation in lieu of paid sick leave as stated in Section 1 above. It is expressly understood that nothing in this paragraph shall include normal child care.

3. Both Sections 1 and 2 above shall have the following provisions applied:

- a. All pregnant employees shall notify the administration of pregnancy at least five (5) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician, giving the anticipated date of birth of the child. Said notification shall be filed with the Assistant Superintendent of Schools.
- b. The employee shall be required to furnish medical certification of her continued ability to perform her duties as often as the administration may request, at its discretion.
- c. The employee may be required to submit to physical examinations by a physician selected by the School Board.
- d. To receive sick-leave payments, the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
- e. For all sick-leave days claimed, the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her responsibilities.
- f. Only earned sick days can be used when applying for this section.

B. Leave of Absence - Union

Upon written application, any employee who is elected or designated by the Union as a delegate or representative to a Union function or elected or appointed to the International or Local staff shall be granted a leave of absence without pay but without loss of seniority for six (6) months, subject to renewal with mutual consent of the School and Union.

C. Leave of Absence - Sick Leave

All employees covered by this Agreement shall accumulate sick leave on the following basis:

1. Upon the completion of one (1) month's work, an employee shall receive one (1) day's sick leave per month at his/her normal daily rate of pay, up to a maximum of ten (10) days per year. Part-time employees' maximum accumulation and days will be pro-rated to actual hours and months worked during the school year.
2. Sick-leave days shall be allowed unlimited accumulation.
3. Employees shall accumulate seniority within the sick leave as defined in this section. It is understood that if the employee does not have days accumulated, the School may require a long-term sick leave of absence or, at the employee's option, he/she may resign his/her position.
4. Earned sick leave may be used for incapacitating illness of the employee's immediate family. The family member must be a household member.

D. Leave of Absence - Personal Business

Each employee shall be entitled to a maximum of three (3) days for personal business. Such business shall be judged as not being able to be conducted outside normal working hours. Prior administrative approval is necessary. It is expressly understood that the employee must specify the reason for such absence prior to administrative approval.

E. Upon written application, any employee who is off work due to a non-industrial injury or sickness shall be granted a leave of absence without pay but without loss of seniority for a period of one (1) year, subject to renewal with the mutual approval of the School and the Union. The Union and School agree that an employee who gives false reasons for obtaining a sick leave of absence is subject to disciplinary action for doing so. A statement from a qualified physician, verifying the illness, may be required by the School before granting the leave.

F. Bereavement Leave

The employee shall be granted a maximum of five (5) days leave with pay when they are responsible for making funeral arrangements for a child, parent, spouse, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law. Up to three (3) days may be granted by the administration, in its judgment, at the normal daily rate of pay in the event of the death of the above relatives when the employee is not responsible for said funeral arrangements.

In the event of the death of a child, parent, spouse, brother, sister, grandparent, or grandchild; earned personal days may be used in addition to the bereavement days stated above providing such days are not already used during the contract year.

G. Jury Duty

An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his/her regular rate of pay had he/she worked.

H. Reporting Absences

Employees will report absences to their working supervisor prior to the beginning of their work shift. In no case shall such calls be made after 8:00 a.m. of the absence day. Failure to report absences in the prescribed fashion may result in disciplinary action.

I. Other Non-Paid Leaves

Upon written notice to the Schools and Union Chairperson, the employee may be granted leave by the Board of Education for up to one (1) year without pay or benefits for the following reasons:

1. Illness in the employee's immediate family which requires him/her to stay home or to take them, on a physician's order, to a different climate or for treatment outside of Coldwater.
2. To attend accredited colleges, universities, or trade schools for added credit. If such leaves are granted, the employee shall be enrolled as a full-time student. Full-time student status shall be defined by the university, college, or trade school of attendance.
3. For self or spouse to campaign for a public office other than school government. The employee shall also be granted leave to serve in a public office other than School government. Such leave shall be for a consecutive period of time and not on a day here-and-there basis.
4. The employee may terminate his/her non-paid leave status and return to work by notifying the School in writing at least seven (7) working days before he/she is expected to report for work.

No more than two (2) employees from the bargaining unit shall be allowed a non-paid leave at any one time as defined in this paragraph.

Upon return of an employee from a non-paid leave of absence, he/she shall be reinstated to his/her regular job. Failure on the employee's part to return after the leave has expired shall subject the employee to termination of employment with the School.

5. It is understood that the Board of Education has the right to grant or not to grant any non-paid leave of absence. The reasons for not granting the leave shall be communicated, in writing, to the employee and Union.

J. Seniority While on Non-Paid Leaves of Absence

The employee's seniority shall not accumulate while on any non-paid leave of absence. Seniority shall be frozen when the non-paid leave commences. The exception to this rule shall be sick leaves of absence as defined in Paragraph E of this Article.

K. Benefits While on Non-Paid Leaves

1. Employees who are granted non-paid medical leaves of absence by the Board of Education and are eligible for life and health insurance benefits as defined in the Appendix of this contract shall continue to have said benefits paid by the Board for the duration of the leave (Not to exceed one (1) year). It is understood that in order to be eligible for paid insurance, the employee must provide the School with a written statement from a qualified physician that the employee cannot perform his/her job function. In addition, said employee shall have at least six (6) months' seniority in order to be eligible.
2. It is understood that employees who are granted non-paid long-term leaves by the Board of Education, or are laid off from their jobs, are not eligible for school-paid insurance programs. These employees may, however, if eligible as defined in Appendix A, continue to be covered under group rates up to a period not to exceed the leave or one (1) year (whichever comes first) providing they pay their own premiums to the School on the first day of the month in which the premiums are due.

L. Payment for Unused Sick Days

In lieu of unlimited accumulation of sick leave days, an employee whose normal work week is twenty (20) or more hours per week may opt to receive remuneration for unused sick days after the following dates:

- After September 1, 1991 - at .60 of their normal daily rate.
- After September 1, 1992 - at .70 of their normal daily rate.
- After September 1, 1993 - at .80 of their normal daily rate.

It is understood that payment shall only be made for up to a maximum of the sick days earned per school year. Unused sick days not paid for by the School will be allowed to accumulate as per limitations of this contract.

If a qualified employee chooses the "remuneration for unused sick days" option hereinbefore described, the days for which payment is to be made shall not be allowed to accumulate and shall be forfeited annually. Payment for unused sick days, as previously described, shall be made annually on the last pay period of the School's fiscal year. If this option is selected, written notice from the employee must be filed with the Payroll Office by April 1st of each fiscal year.

It is understood that only unused sick days in a given contract year will be used in calculating payment. Prior years' banked sick leave cannot be drawn.

M. Worker's Compensation

Any employee injured at work who is sent to a physician and returns to work during his scheduled hours the same day shall be paid by the School at the

employee's regular hourly rate for such time lost. Should an injured employee be instructed by the School or the physician to refrain from work on the day of the injury, such employee shall receive his normal rate of pay for that day only. Payment shall not be more than for hours normally worked.

All other absences related to the injury shall be deducted from the employee's accumulated sick days if such days are earned and available.

ARTICLE XXVI - GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract.
  - B. The Union shall designate a grievance committee and a chairperson thereof which shall be given the power to act for and on behalf of the Union in the settlement of grievances. Upon designation or any subsequent changes, in the foregoing committee and chairperson, the School shall be informed in writing. The handling of grievances may be done on school property but not during the normal working hours of the employees.
  - C. The term "days" shall mean workdays.
  - D. Written grievances as required herein shall contain the following:
    - 1. It shall be signed by the grievant or grievants and the Union Chairperson. If the Chairperson is not available to sign the grievance, any member of the Union Committee can sign the grievance providing a statement is included with the grievance stating that the Chairperson was not available.
    - 2. It shall be specific.
    - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
    - 4. It shall cite the section or subsections of this contract alleged to have been violated.
    - 5. It shall contain the date of the alleged violation.
    - 6. It shall specify the relief request.
- Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.
- E. Level 1 - An employee having a grievance may discuss same with his/her immediate supervisor by himself/herself or with the Union chairperson within two (2) days of the alleged violation in an attempt to resolve same. Within three (3) days of the discussion, the supervisor shall give his/her verbal answer to the grievance. In the event the Union is not present during the discussion, it shall be informed by the supervisor of the supervisor's disposition of the grievance. In the event the grievance is not satisfactorily resolved at Level 1, the Union may proceed to Level 2 by reducing the grievance to writing in accordance with Paragraph D within three (3) days of the verbal disposition and filing same with the employee's immediate supervisor. The Union chairperson's signature must be on all written grievances.

Level 2 - Within three (3) days of filing the written grievance, the immediate supervisor shall hold a meeting with the grievant and the Union committee to discuss the grievance. Within two (2) days of the discussion, the immediate supervisor shall answer the grievance in writing stating whether the grievance is granted or denied along with the reasons thereof.

Level 3 - In the event the Union is not satisfied with the disposition of the grievance at Level 2, it may proceed to Level 3 by filing the grievance and all written responses along with the written reasons of rejection by the Union with the superintendent or his/her designee within two (2) days of the answer at Level 2.

Within ten (10) days of the appeal, the superintendent or his/her designee shall hold a discussion of the grievance with the grievant, the committee and a Union district representative. The superintendent or his/her designee shall answer the grievance with reasons within five (5) days of the discussion.

Level 4 - In the event that the Union is not satisfied with the disposition of the grievance by the superintendent of schools or his/her designee, the Union may in its sole discretion appeal same to the Board of Education by filing a copy of the written grievance and answer by the superintendent along with the reasons for rejecting the superintendent's disposal of the grievance with the secretary of the Board of Education not less than five (5) days prior to the next regularly scheduled board meeting. Upon receipt of the grievance by the Board of Education, the Board shall, within one month schedule a private hearing on the grievance with the full Board of Education or a committee designated by the Board of Education to hear the grievance, and upon the conclusion shall render its written decision concerning the grievance with a copy being transmitted to the superintendent of schools, the department of food services and the Union.

The Union shall have the right to have its committee and district representative present at the hearing along with the grievant.

Level 5 - If the grievance is not satisfactorily resolved at Level 4, the Union may, within fifteen (15) days of the date of the decision at Level 4, submit the grievance for binding arbitration to the American Arbitration Association, in writing, with a copy to the Board. The rules of the A.A.A. shall govern the selection of the arbitrator. Should an employee or the Union fail to institute a grievance within the time limits specified, the grievance shall be deemed abandoned. Should an employee or the Union fail to appeal a decision within the time limits specified, all further proceedings shall be barred. Time limits as specified herein may only be mutually extended and then only if in writing by both parties.

- F. Prehearing - Neither party may raise a new defense or grounds at Level 5 not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing, a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing, and hold a conference at that time in an attempt to settle the grievance.
- G. Powers of Arbitrator - It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. He/she shall have no power to establish salary scales or change any salary.
  3. He/she shall have no power to change any practice, policy, or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement and he/she 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 within the reserved rights of the Board.
  4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
  5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule in writing upon arbitrability before proceeding to the merits of the case.
  6. 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 expense of the witnesses called by the other.
  7. Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by courts of competent jurisdiction.
- H. Claims for Back Pay - All claims for back pay shall be limited to the amount of wages which would have been earned at the employee's regular rate of pay, and the arbitrator shall have no power to award damages or overtime pay. If, however, the assignment of overtime is the subject of a grievance, then the arbitrator shall have the power to effectuate the appropriate remedy subject to the foregoing. No decision for retroactive wage adjustment in one case shall be binding on other cases. No decision of the arbitrator for a retroactive wage adjustment shall be valid beyond twenty (20) days preceding the date of the written grievance.
- I. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

#### ARTICLE XXVII - DURATION

This Agreement shall be effective as of September 1, 1991 and shall remain in effect until September 1, 1994, and therefore, until either party serves a sixty (60) day written notice of specifying the desire to modify or terminate this Agreement. It is expressly understood that in the event neither party notifies the other within the sixty (60) day period above specified, this contract shall automatically extend for a period of one (1) year.



APPENDIX A

I. Wages

A. General Cafeteria Employee Classification

	1991-92 Contract Year	1992-93 Contract Year	1993-94 Contract Year
Step I	\$6.01	\$6.34	\$6.72
Step II	6.33	6.68	7.08
Step III	6.64	7.01	7.40
Step IV	7.19	7.59	8.05
Step V	7.75	8.15	8.64

It is understood that the above wages are effective on September 1st of each contract year. Employees shall advance a step after completing one (1) year's work in this classification.

B. Cook/Baker Classification

	1991-92 Contract Year	1992-93 Contract Year	1993-94 Contract Year
Step I	\$6.70	\$7.07	\$7.50
Step II	7.49	7.90	8.38
Step III	8.27	8.69	9.21

It is understood that the above wages are effective on September 1st of each contract year. Employees shall advance a step after one (1) year's work as a cook or baker.

II. Insurance Benefits - Health

In addition to the above stated hourly rate, those employees who work at least thirty-eight (38) weeks and twenty (20) or more hours per week, as their usual work assignment, are eligible for the current hospitalization policy (Group No. 66398-001). This policy includes the ML rider, x-ray and lab, and pays the first \$5. In addition, the Master Medical Plan is 90-10 co-insured with \$50 deductible for single persons and \$100 deductible for family.

In addition to the above coverage, the School shall provide a prescription drug rider (no co-pay) and the same dental health rider currently provided for the teaching staff for those employees who are eligible as stated above.

The following additional riders shall be provided:

- 1. PP-NV-1
- 2. DC
- 3. CC-CLC
- 4. VST
- 5. FAE

It is also understood that the Board shall have the right to institute a self-insured dental program providing benefits of the plan are the same as the current BC/BS plan. If a self-insurance program is instituted by the Board, all premium costs shall be borne by the Board.

III. Insurance Benefits - Optical

It is agreed that the same optical insurance program given to other bargaining units represented by this Union will be given to employees of the bargaining unit who work at least thirty-eight (38) weeks and twenty (20) or more hours per week as their usual work assignment. Benefits will be at the same level as other bargaining units represented by the Union.

IV. Insurance Benefits - Life

Employees who qualify for hospitalization insurance shall receive the following term life insurance AD & D policy paid by the School for all years of the contract.

For All Years of the Contract

\$15,000

The above coverage shall be effective thirty (30) days after this contract has been ratified by both parties.

V. The School District shall pay for physical examinations, x-rays, and school-approved conferences when required by the Board of Education.

VI. Each employee shall be offered one (1) main course food item (excluding ala-carte items) and beverage for lunch without cost, if the employee so desires.