

6/30/95

AGREEMENT

between

**OVID-ELSIE AREA SCHOOLS
BOARD OF EDUCATION**

and

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

**Cooks/Cafeteria
Bargaining Unit**



July 1, 1993 - June 30, 1995

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Ovid-Elsie Area Schools

4/10/19

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BOARD OF EDUCATION
OVID-LIVIE AREA SCHOOLS

and

LOCAL 647 - A. R. C. E. H. - A. F. - C. I. O.
ENGINEERS
THE INTERNATIONAL UNION OF OPERATING

Cooks/Caterers
Bargaining Unit



July 1, 1988 - June 30, 1988

MICIGAN STATE UNIVERSITY
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AGREEMENT

This Agreement entered into between the OVID-ELSIE AREA SCHOOLS BOARD OF EDUCATION, hereinafter referred to as the EMPLOYER, and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547, A,B,C,H,AFL-CIO hereinafter referred to as THE UNION.

ARTICLE I: PURPOSE

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer, the Union and the employees of the Ovid-Elsie Area Schools. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing the kind of service, care and maintenance of school properties that is acceptable to the school district constituents. To these ends the Employer, Union and the employees encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE II: UNION RECOGNITION, UNION SECURITY, CHECK-OFF

SECTION 1, UNION RECOGNITION

- (a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.
- (b) The term "employee" as used herein shall include all Head Cooks, Cooks, Cafeteria Helpers, but excluding on-call employees, seasonal employees, supervisors as defined in the Act, and all other employees of the Ovid-Elsie Area Schools.

SECTION 2, UNION SECURITY

- (a) It shall be a condition of employment that all permanent employees of the Employer who are covered by this Agreement and who are not members of the Union on the effective date of this Agreement or all employees who are hired on or after the effective date of this Agreement or the signing of this Agreement, whichever shall be later, shall either become members in good standing in the union or pay to the Union a service charge as a contribution toward the administration of this Agreement in accordance with applicable laws on or before the ninety-first (91st) day following their date of hire, whichever shall be later.

ARTICLE II

SECTION 2, UNION SECURITY (continued)

- (b) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- (c) In the event that the Union refuses to accept any person hired as a member, said person may continue in employment.

SECTION 3, CHECK-OFF

The Employer shall deduct from the pay of each employee, from who it receives written authorization to do so, the required amount for the payment of initiation fee and Union dues or Service fees. Such dues or fees, accompanied by a list of employees (including Social Security numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

Such dues, as and when deducted, shall be kept separate from the employer's general funds, and shall be deemed trust funds.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the International and the Local #547, IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local #547, of the International Union of Operating Engineers, AFL-CIO.

ARTICLE III: NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any persons because of race, creed, color, religion, national origin, sex or age.

ARTICLE IV: VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the assisting in the adjustment of grievances; provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE V: STEWARDS

- (a) The employees shall be represented by a Chief Steward, who shall be chosen or selected in a manner determined by the employees and the Union.
- (b) Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, after arrangements have been made with his/her Supervisor and permission granted.
- (c) During his/her term of office, the Chief Steward shall be deemed to head the seniority lists for the purpose of shift preference, lay-off, and recall only; provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.

ARTICLE VI: JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency, except that students may be used as they historically have been used by the Employer during the food serving time, provided there is no discrimination against the Employees covered by this Agreement.

ARTICLE VII: CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall the use of contracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of services shall contracting be used to avoid the performance of work covered under this Agreement.

ARTICLE VIII: SAFETY PRACTICES

The Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of OSHA, State and Local regulations.

Employees are also expected to comply with promulgated rules and standards and with orders issued pursuant to OSHA, MIOSHA and school district regulations.

ARTICLE IX: SENIORITY

- (a) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employees work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee(s) shall not have completed his/her probationary period until these additional days have been worked.
- (b) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.
- (c) Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled layoff shall have the right to displace a lesser seniority employee, who is in a classification previously held by the least seniority employee; provided, the senior employee is qualified to hold the position, held by the least seniority employee.
- (d) An employee will lose his/her seniority for the following reasons:
 - 1. He/she resigns.
 - 2. He/she is discharged for cause.
- (e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with the employee having the right to exercise his/her seniority and return to the bargaining unit in the event that he/she vacates his/her supervisory position.
- (f) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about September 1 of each year. Such list shall contain date of hire, employees location and classification. Seniority in classification shall be as of date of entry into the classification.
- (g) Personnel laid off shall remain on the layoff list and retain recall rights for a period as long as they were originally employed up to a maximum of three (3) years.

**ARTICLE X: TRANSFER AND PROMOTIONAL
PROCEDURE**

- (a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards by the Employer within one (1) pay period from the date of vacancy; and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position provided he/she has the necessary qualifications to perform the duties of the job involved. Seniority will be considered along with the necessary qualifications to perform the duties of the job involved for the purpose of promotion and transfer. Newly created positions or vacancies are to be posted in the following manner: type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification. Job postings that occur during nonworking periods shall be sent to all employees through the mail.
- (b) Any employee temporarily transferred from his/her classification to another classification within the bargaining unit shall as of the first (1st) day, be paid the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher.
- (c) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty (30) calendar days time period, the position shall then be considered an open position and posted for bidding from interested employees.
- An employee on a temporary assignment in a higher classification for 30 days or more will receive holiday pay at the higher rate for the remainder of the assignment. When an employee substitutes for another employee for thirty (30) days or more, he/she shall earn sick days at the higher of the two (2) rates for the remainder of the assignment.
- (d) Employees that promote to jobs shall be given a thirty (30) working days trial period. If trial period is successful the employee must complete at least thirty (30) calendar days in the job before they are eligible to bid on another position.

ARTICLE XI: NEW JOBS

- (a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new

ARTICLE XI: NEW JOBS

(a) (continued)

classification and a rate of pay for the job in question and he/she shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered temporary for a period of thirty (30) calendar days following the date of written notification in the Union. During the thirty (30) calendar days period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the new classification and pay rate. The negotiated rate if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise agreed. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of the Agreement.

ARTICLE XII: DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notifications of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:

1. Excessive absence or tardiness from work;
2. Conviction of any criminal act;
3. Conduct or attitude unbecoming any employee in the public service;
4. Incompetency or inefficiency;
5. Insubordination;
6. Bringing intoxicants or narcotics into, or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics.
7. Willful neglect of duty;

ARTICLE XII: DISCIPLINE DISCHARGE (continued)

8. Negligence of or willful damage of public property;
9. Violation of any lawful regulation or orders made by a Supervisor;
10. Deliberate falsification of records;
11. Extensions of lunch periods or break periods are cause for reprimand or dismissal.

ARTICLE XIII: LEAVE OF ABSENCE

- (a) An employee who, because of illness or accident which is noncompensable under the Worker's Compensation Law, is physically unable to report for work shall be given a Leave of Absence without pay and without loss of seniority for a period of time up to one (1) year, which may be extended by mutual agreement between the parties provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.
- (b) Leaves of Absence without pay shall be granted for up to one (1) year of time, for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents.
- (c) Leave of Absence without pay shall be granted for reasonable periods of time for training related to an employees regular duties in an approved educational institution.
- (d) Pregnancy leave will be treated in the same manner as other disability leaves under Article XVIII.
- (e) Any employee in the bargaining unit elected or appointed to full-time office in the Union, whose duties requires his/her absence from work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his/her term of office and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights.
- (f) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

ARTICLE XIV: GRIEVANCE PROCEDURES

SECTION 1.

- (a) A union grievance is a difference between the Employer and the Union which involves an employee or groups of employees and concerns working conditions or the interpretation or application of any provision of this Agreement and may be processed directly to Step 2 of the Grievance Procedure.
- (b) Any employee grievance is a difference between the Employer and any Employee concerning the interpretation or application of any provision of this Agreement.
- (c) The time elements in the steps can be shortened or extended by mutual written agreement.
- (d) For the purpose of processing grievances working days shall be defined as Monday through Friday, excluding all paid holidays.
- (e) A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.
- (f) Any Employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

STEP ONE

- (a) An employee having a grievance may present it orally to his/her supervisor. In the event an employee desires that his/her steward be present, he/she shall make his/her request through the supervisor, and the supervisor shall send for the steward.
- (b) In the event the grievance is not settled orally by the supervisor, the steward shall submit the grievance in writing to the supervisor within three (3) working days from the oral presentation. The employee and the steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this agreement, and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing within three (3) working days.

ARTICLE XIV: GRIEVANCE PROCEDURES (continued)

STEP TWO

- (a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent within five (5) working days of the date of receipt of the written decision of the immediate supervisor. the appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
- (b) The Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.
- (c) The Superintendent shall give his decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

STEP THREE

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Superintendent then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Superintendent, the grievance must be submitted to Arbitration.
- (b) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator.
- (c) The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.
- (d) Each party shall be responsible for the expenses of the witnesses that they may call.
- (e) The Arbitrator shall not have the jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.
- (f) The per diem fees of the Arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the Arbitrator shall be shared equally by the parties.
- (g) The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

ARTICLE XIV: GRIEVANCE PROCEDURES

STEP THREE (continued)

- (h) The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

ARTICLE XV: STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947, of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or groups of members which is contrary to law.

ARTICLE XVI: MANAGEMENT RIGHTS

- (a) Subject to this Agreement and Public Act 379 of the Michigan Public Acts of 1965, the Board on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibility conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the rights:

- (1) To the executive management and administrative control of the school system and the properties and facilities, and the activities of its employees.
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or dismissal, to promote, and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only the specific and express terms thereof are in conformance with the Constitution and laws of the United States.

ARTICLE XVII: HOURS AND WORK WEEK

SECTION 1

- (a) The regularly scheduled work week shall consist of forty (40) hours beginning

ARTICLE XVII: HOURS AND WORK WEEK

SECTION 1

(a) (continued)

at 12:01 AM, Monday and ending 120 hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours.

(c) This section does not guarantee the employee eight (8) hours per day, nor does it guarantee the employee forty (40) hours per week.

SECTION 2

Overtime rates will be paid as follows: Time and one-half ($1\frac{1}{2}$) will be paid for all time worked in excess of eight (8) hours in a twenty-four hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

SECTION 3

Call Back - Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours for unscheduled work, he/she shall receive pay for the actual time worked at time and one-half ($1\frac{1}{2}$) his/her regular rate or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is the greater.

SECTION 4

Distribution of Overtime and Substitute Help.

(a) Overtime shall be divided and rotated as equally as possible according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

(b) In the event, that an employee is off work due to illness, the most senior employee, who works less than the established hours in that building shall have first opportunity to replace the employee who is off work because of illness, with a substitute then working for the employee who has a lesser amount of hours.

SECTION 5

Rest Periods - Each Employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day, and one (1) fifteen (15) minutes rest period during the second (2nd) four (4) hours worked per day. Six (6) hour employees will have a second break, prorated.

ARTICLE XVIII: SICK LEAVE AND FUNERAL LEAVE

SECTION 1: SICK LEAVE

- (a) Each Employee covered by this Agreement will be entitled to sick leave accumulation in a single sick leave bank at the rate of one (1) day per month with a limit of one hundred and forty (140) days maximum accumulation effective July 1, 1987. In order to accumulate a sick leave day an employee must have worked sixty percent (60%) of their scheduled working hours in a month. An employee on paid accrued sick leave will continue to accumulate sick leave days while those on unpaid leave shall not.
- (b) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee requires the care and attendance of the employee due to illness or injury. The employer may request the employee to either submit to a physical examination or furnish medical verification in regard to the health of the member of the immediate family of the employee, with such physical examination to be at the expense of the Employer. Use of such sick leave is to be limited to not more than thirty (30) days per year. An extension may be granted if approved by the superintendent.
- (c) Records of sick leave accumulated and taken shall be furnished to the employee on or about September 1 of each year. Employees will acknowledge receipt and approval of the annual accumulated sick leave list or contact the payroll office with any questions.
- (d) Employees may donate sick days to one another as follows:
1. Within bargaining unit only;
 2. The contract language regarding sick leave usage will apply;
 3. Employees must have exhausted their own days before requesting donated days.
 4. Employees may donate a maximum of four (4) days per year to other employee(s). Days donated by employee(s) are strictly voluntary;
 5. Requests for donated days must be in writing to the superintendent for approval with a copy to the Union Steward;
 6. Doctor's verification required;
 7. Some arrangements will be made for the pay-back of donated sick days by the individual receiving them to those who donated.

SECTION 2: FUNERAL LEAVE

- (a) All employees shall be granted up to four (4) working days off with pay for a death in the employee's immediate family.

ARTICLE XVIII: SICK LEAVE AND FUNERAL LEAVE

SECTION 2: FUNERAL LEAVE

(a) (continued)

The immediate family shall be construed to mean spouse, parents, step-parents, parents-in-law, brothers, sisters, children and step-children of the employee. Additional time off shall be granted for travel and deducted from sick leave.

(b) Employees shall be granted two (2) days off with pay to attend the funerals of grandparents, brothers-in-law and sisters-in-law. Additional time off may be granted for travel and deducted from sick leave.

(c) Employees may be granted one (1) day with pay to attend funerals of non-family members. Additional time off may be granted for travel deductible from sick leave.

STEP 3: PERSONAL DAYS

All employees shall be entitled to a total of two (2) days per year for personal and/or business leave, which shall not be taken the day before or after the holiday and such leave shall be requested forty-eight (48) hours in advance except in cases of an emergency. Unused personal days will be added to the employee's accumulated sick leave days at the end of June each year.

ARTICLE XIX: HOLIDAYS

(a) The Employer will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

New Years Day
Good Friday
Labor Day
Memorial Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day.

(b) Employees required to work on any of the above named holidays shall receive time and one-half ($1\frac{1}{2}$) for hours worked in addition to the regular holiday pay.

(c) Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

(d) Unexcused absence before or after the holiday would eliminate the holiday pay.

ARTICLE XX: HOSPITALIZATION

The Employer shall during the life of this Agreement for each employee covered by this Agreement, provided they are not covered under another carrier pay the total premium toward Blue Cross-Blue Shield Medical MEBS 3-STAR with a \$2.00 co-pay drug and prescription rider for the Employee and his/her dependents.

The Board reserves the right to bid/select the insurance carrier provided that the level of benefits are based on specifications of the 1991 MEBS 3-STAR program for equivalency.

The Board agrees to adopt a Section 125 Plan for employee health insurance contributions.

The Board shall provide without cost to the employee, a 75-50-50 Dental Insurance Plan for employee members of the bargaining unit, their dependent spouses, and their dependent child(ren), provided they are not covered under another carrier.

Those employees not receiving health insurance will receive a \$5,000 term life insurance policy with the premium paid by the employer.

ARTICLE XXI: PHYSICAL EXAMINATIONS

Employees covered by this Agreement shall be required to be given a physical examination at times, date and places when determined necessary by the Employer. The Employer shall pay the total cost of such examination.

ARTICLE XXII: ACT OF GOD DAYS

Employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities - so called "Act of God" days, will not be paid for such days. Employees shall work on any rescheduled full day(s) of student instruction which are established by the Board and will be paid at their regular rate of pay.

Employees that are not contacted before they leave home on days school is cancelled will be reimbursed for two (2) hours time at their regular rate of pay.

If at any time during the life of this Agreement, it becomes lawful again to count "Act of God" days as days of student instruction, the conditions in effect prior to the 1985-86 contract will be reinstated and employees will receive regular pay for "Act of God" days.

Employees will be guaranteed a minimum of 179 work days per school year.

ARTICLE XXIII: BENEFITS

It is agreed between the parties hereto that in the event that an employee works less than six (6) hours per day and is covered by this Agreement, he/she shall be entitled to a pro-rata portion of all the benefits as provided under this Agreement based on the hours the employee works for the Employer. If and when full-time work less than seven (7) hours per day will be entitled to a pro-rata portion of all benefits in accordance with the provisions of this Article.

To be eligible for pro-rata Board paid Health Plan, employees must work a minimum of four (4) hours daily.

ARTICLE XXIV: JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such lost time as a result of such appearance or service, less any compensation received for such jury service, up to a period of thirty (30) days.

ARTICLE XXV: CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXVI: BINDING AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXVII: SCOPE, WAIVER AND ALTERATION OF AGREEMENT

SECTION 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

SECTION 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

ARTICLE XXVII: SCOPE, WAIVER AND ALTERATION OF AGREEMENT (continued)

SECTION 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVIII: COOKS/CAFETERIA EMPLOYEE
EVALUATION

Each employee will be evaluated each year using the attached instrument. This evaluation will be completed by the principal of the building along with the School Lunch Supervisor.

ARTICLE XXIX: TERMINATION AND MODIFICATION

- (a) This Agreement shall continue in full force and effect until June 30, 1995.
- (b) If either party desires to terminate this Agreement it shall ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to current year of termination.
- (c) If either party desires to modify or change this Agreement it shall ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.
- (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union. The International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to Ovid-Elsie Area Schools Board

ARTICLE XXIX: TERMINATION AND MODIFICATION

(d) (continued)

of Education, 8989 Colony Road, Elsie, MI 48831, or to any other such address the Union or the Employer may make available to each other.

(e) The effective date of this Agreement is July 1, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OVID-ELSIE AREA
SCHOOLS BOARD
OF EDUCATION:

INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL #547, A, B, C, H,
AFL-CIO:

Michael D. Bryant
BOARD OF EDUCATION

Pip Selby
BUSINESS MANAGER

Wanda A. Bynum
BOARD OF EDUCATION

Diez Domowski
PRESIDENT

Richard L. Watson
BOARD OF EDUCATION

Jennifer L. Hudson
RECORDING/CORRESPONDING SECRETARY

February 21, 1994
DATE

March 2, 1994
DATE

(b) (continued)


of Essex County, 8989 Colony Road, Elizabethtown, NJ 07112, or to any other such address the notice of the employer may also be available to each other.

(c) The effective date of this Agreement is July 1, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

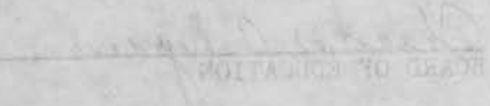
INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 524, A.F.O. 1
A.P. - C.T.O.

GLD-ELLSB AREA
SCHOOLS BOARD
OF EDUCATION


BUSINESS MANAGER



BOARD OF EDUCATION


PRESIDENT


BOARD OF EDUCATION


RECORDING SECRETARY


BOARD OF EDUCATION


DATE


DATE

SCHEDULE "A"
SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>PROBATIONARY HOURLY RATE</u>	<u>BASE HOURLY RATE</u>	
		<u>7/1/93</u>	<u>7/1/94</u>
Head Cook	\$6.97	\$9.07	\$9.30
Cook - Class A	\$6.85	\$8.86	\$9.08
Cook - Class B	\$6.33	\$8.57	\$8.78
Cafeteria Helper	\$5.97	\$7.92	\$8.12

UNIFORM ALLOWANCE

Each employee covered by the terms of this Agreement shall receive an annual uniform allowance of one hundred dollars (\$100.00), to be paid at the end of the first semester provided the employee was employed by December 1 of the school year.

Effective July 1, 1992, each employee covered by the terms of this Agreement shall receive an annual uniform allowance of one hundred, twenty-five dollars (\$125.00), to be paid at the end of the first semester provided the employee was employed by December 1, of the school year.

RETIREMENT SEVERANCE PAY

EFFECTIVE JULY 1, 1990

10 - 15 years of service = \$725.00	21 - 25 years of service = \$ 925.00
16 - 20 years of service = \$825.00	26 years of service and over = \$1,025.00

In the event of the employee's death while still in the employment of the Employer, this benefit will be paid to the Employee's beneficiary.

SCHEDULE "A"
SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>SPONTANEOUS HOURLY RATE</u>	<u>BASE HOURLY RATE TYPICAL</u>
Team Cook	\$8.95	\$9.05
Cook - Class A	\$9.85	\$9.95
Cook - Class B	\$9.95	\$10.05
Caterer's Cook	\$9.95	\$10.05

UNIFORM ALLOWANCE

Each employee covered by the terms of this agreement shall receive an annual uniform allowance of one hundred dollars (\$100.00) to be paid at the end of the first semester provided the employee was employed by December 1 of the school year.

Effective July 1, 1985, each employee covered by the terms of this agreement shall receive an annual uniform allowance of one hundred twenty-five dollars (\$125.00) to be paid at the end of the first semester provided the employee was employed by December 1 of the school year.

RETIREMENT SAVINGS PLAN

EFFECTIVE JULY 1, 1988

10 - 15 years of service = \$12,000
15 - 20 years of service = \$15,000
20 - 25 years of service = \$18,000
25 - 30 years of service = \$21,000
30 - 35 years of service = \$24,000
35 - 40 years of service = \$27,000
40 - 45 years of service = \$30,000
45 - 50 years of service = \$33,000
50 - 55 years of service = \$36,000
55 - 60 years of service = \$39,000
60 - 65 years of service = \$42,000
65 - 70 years of service = \$45,000
70 - 75 years of service = \$48,000
75 - 80 years of service = \$51,000
80 - 85 years of service = \$54,000
85 - 90 years of service = \$57,000
90 - 95 years of service = \$60,000
95 - 100 years of service = \$63,000

In the event of the employee's death while still in the employment of the Employer, this benefit will be paid to the employee's beneficiary.

OVID-ELSIE AREA SCHOOLS

CAFETERIA PERSONNEL

CLASSIFICATION/SENIORITY DATE

HEAD COOK

Payne, Judy	9/01/81	High School
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CLASS A COOK

Wakefield, Susanna	10/03/72	E.E.Knight
Bywater, Hazel	9/06/77	North
Hehrer, Mary Ann	11/28/82	Leonard

CLASS B COOK

Unterbrink, Marsha	8/23/85	High School
Woodruff, Ruth	8/23/85	High School

CAFETERIA HELPERS

Kusnier, Diane	8/22/86	High School
Seidel, Pat	8/24/86	High School
Anderson, Paulette	9/10/86	Leonard
French, Linda	12/08/86	E.E.Knight
Parker, Patricia	10/01/90	High School
Leland, Patricia	11/25/91	North

COVID-19 TEST AREA SCHOOLS

GABRIELLA PERSONNEL

CLASSIFICATION / SENIORITY DATE

		<u>HEAD BOOK</u>	
High School	01/21/81	01/21/81	01/21/81
		<u>CLASS A BOOK</u>	
High School	01/21/81	01/21/81	01/21/81
High School	01/21/81	01/21/81	01/21/81
High School	01/21/81	01/21/81	01/21/81
		<u>CLASS B BOOK</u>	
High School	01/21/81	01/21/81	01/21/81
High School	01/21/81	01/21/81	01/21/81
		<u>GABRIELLA BELLER</u>	
High School	01/21/81	01/21/81	01/21/81
High School	01/21/81	01/21/81	01/21/81
High School	01/21/81	01/21/81	01/21/81
High School	01/21/81	01/21/81	01/21/81
High School	01/21/81	01/21/81	01/21/81

OID-ELSIE AREA SCHOOLS
COOKS/CAFETERIA EVALUATION

NAME: _____ CLASSIFICATION: _____
 DATE: _____ EVALUATION PERIOD: _____
 LOCATION: _____ STATUS: _____ PROBATIONARY _____ CONTINUING

THE EVALUATION PROCESS

Definition

Evaluation is a process whereby staff members are apprised of the quality of their performance.

Description of Evaluation Form

The primary purpose of this evaluation form is to encourage positive interaction between the supervisor and employee to realize improvement. Whether the instrument and the process is productive depends upon the attitudes of the involved parties. To be most effective, it is assumed that the evaluation will occur in an atmosphere of sensitivity, understanding, support, candor and trust by both the evaluator and the person being evaluated.

The characteristics listed, though not all inclusive, are intended to stimulate constructive discussion regarding the staff member's competence. They are arranged to provide an organized approach to viewing the staff member's competence.

Instructions

Place an "X" in the box below which most accurately describes the employee's performance. Use the definitions (Below Average, Average, Above Average, Not Applicable), as a guide. Rate the employee on overall performance - not isolated incident(s).

	<u>BELOW AVERAGE</u>	<u>AVERAGE</u>	<u>ABOVE AVERAGE</u>	<u>N/A</u>
1. ATTENDANCE - reports to work daily, is punctual and begins work promptly.	_____	_____	_____	_____
2. PRODUCTIVITY - amount of work produced. Planning & follow-through. Keeps busy.	_____	_____	_____	_____
3. QUALITY - accuracy, neatness and organization of work. Thoroughness, attention to details.	_____	_____	_____	_____
4. KNOWLEDGE - understands duties of job.	_____	_____	_____	_____
5. RESPONSIBILITY - desire to follow through and meet schedules. Attention to instructions. Cost and value consciousness.	_____	_____	_____	_____
6. RELATION - Ability to get along and work with others.	_____	_____	_____	_____
7. SELF-CONTROL - evenness of temper, calmness under stress, not bothered by distractions.	_____	_____	_____	_____

BELOW AVERAGE ABOVE NA/
AVERAGE AVERAGE AVERAGE

- 8. JUDGMENT - ability to analyze problems and select correct course of action. _____
- 9. ADAPTABILITY - adjusts to changes and new assignments with willingness to succeed. _____
- 10. INITIATIVE - basic urge to get things done. Ambitious, "take charge" style. _____
- 11. ATTITUDE - pleasant, leaves personal problems at home. Conforms to rules and policies. _____

SUGGESTED RECOMMENDATIONS IN AREAS NEEDED TO BE IMPROVED: _____

COMMENTS: _____

 EVALUATOR'S SIGNATURE

 EMPLOYEE'S SIGNATURE *

(* The signature of the employee does not necessarily indicate agreement with the appraisal on this form, but indicates he/she has seen it. The employee may attach a memo explaining his/her disagreement regarding any aspect of this evaluation.)

