

AGREEMENT

BETWEEN

BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS

AND

**WAYLAND UNION FOOD SERVICE
EDUCATION ASSOCIATION/MEA/NEA**

SEPTEMBER 2008

THROUGH

AUGUST 2011

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ARTICLE 1
AGREEMENT

This Agreement entered into as of September 1, 2008, by and between the BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS, Wayland, Michigan, hereinafter called the "Employer" or the "Board", and the WAYLAND UNION FOOD SERVICE EDUCATION ASSOCIATION/MEA/NEA, hereinafter called the "Association" or "Union".

ARTICLE 2

PURPOSE

Section 1. This Agreement is negotiated pursuant to the Public Employment Relations Act, as amended MCLA 423.201 et.seq; MSA 17.455(1) et.seq. (PERA), to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

Section 2. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

Section 3. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

ARTICLE 3

RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time food service employees, including the van driver, excluding supervisors and day-to-day substitutes.

Section 2. Unless otherwise indicated, the term "Employee" when used hereinafter in the Agreement shall refer to members of the above-defined bargaining unit.

ARTICLE 4

EXTENT OF AGREEMENT

Section 1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Section 2. Any individual contract between the Employer and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any provision inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board 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 in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter 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.

Although such subjects and matters need not be collectively bargained, both the Employer and the Union agree to discuss them at the conferences described in Section 4 of this Article.

Section 4. Subject to the preceding Sections of this Article, special conferences for important matters will be arranged between the Union president or his/her designee and the Employer's designated representative upon the request of either party.

ARTICLE 5
MANAGEMENT RIGHTS

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

- a) The executive management and administrative control of the school system, its facilities, property and employees.
- b) Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discipline, discharge, or transfer employees; assign work duties; determine the size of the work force, all of which are subject to the provisions of the law and terms of this agreement.
- c) Determine the services, supplies and equipment necessary for operation; to determine methods and means of distributing the above; establishing standards of operation, the means, methods and processes of carrying on the work.
- d) Determine the policy affecting the selection, testing or training of the employees.
- e) Meet such responsibilities and exercise its powers and rights through its administrative staff.

Section 2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies, efficient and/or effective operations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the School Code, Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 6

UNION RIGHTS AND SECURITY

Section 1. The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

a) The Union and its members shall have the right to use school building rooms for meeting purposes at all reasonable hours as other community groups, using the same requisition forms and procedures as other community groups. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises.

b) Bulletin Boards and School Mail/E-Mail. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mail/e-mail to distribute Union material. The Association may designate one employee in each work site to have access to the school email to distribute Union materials during non-working time. It is understood the employee will comply with the Board's rules and regulations concerning email use.

c) Union Representatives. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations or an employee's assigned duties. Upon entering school buildings, Union representatives will notify the appropriate building administrators of their presence.

d) Union Representation. Employees shall be represented by Union Stewards, or in the absence of the regular Steward, by an Alternate Steward. Both Stewards and Alternate Stewards shall be regular employees of the bargaining unit. The Union shall

furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment.

e) The Employer agrees to furnish to the Union in response to a reasonable request from time to time, all available information of a public nature concerning the financial resources of the District and such other information of a public nature as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process grievances or complaints. The Employer shall also supply the Union with School Board Agenda(s) and minutes in a timely fashion, upon request by the Union.

Section 2. Agency Shop.

a) Service Fees - Each bargaining unit member shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
2. Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the

bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Money so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

b) Objections Policy. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. Unless, and until, the procedures in that policy, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

c) Dues Deductions Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

d) Liability. To the extent permitted by law, the Union agrees to defend, indemnify and hold harmless the employer from liabilities and damages which may result from the Employer's compliance with the provisions of this Section 2, at its own expense and through its own Counsel. The Employer agrees that it will cooperate with the Union and its counsel in securing and giving evidence and information and obtaining witnesses. Should the Association or its agent challenge the legality or enforceability of this indemnification clause, section 2 shall become immediately inoperative and severed from this Agreement.

e) Payroll Deduction. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for, IRS 125 Plan, savings bonds, contributions or any other plans or programs jointly approved by the Union and the Employer.

Section 3. Union Leave. The Employer shall provide up to 16 hours per contract year (July 1 through June 30) of released time for the handling of Union business during the affected employee's regular work hours. The use of such released time must be approved in advance by the local president. The affected employee's absence from work shall be in increments of half-days and full days with four hours or less constituting a half day and more than four hours constituting a full day. The Employer shall be given reasonable advance notice of any such absence from work. Only one employee shall be absent at any time. If the Employer obtains a substitute, the Union shall reimburse the Employer at the substitute's rate of pay.

ARTICLE 7

NO DISCRIMINATION

Section 1. The Employer and the Union agree that neither will discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, legally protected physical characteristics or marital status. A claimed violation of this Article may be the subject of a grievance, but shall not be arbitrated without the written agreement of the employee to be bound by the arbitrator's award and to waive any rights to relief in any other forum, such as court litigation. To expedite grievance processing, any grievance which alleges a violation of this Section shall be initially filed at Level Two of the grievance procedure.

ARTICLE 8
DISCIPLINE AND EMPLOYEE RIGHTS

Section 1. No employee shall be disciplined without just cause. Employees will be informed of applicable reasonable rules and policies governing their conduct prior to the imposition of any discipline based upon a violation of such rules and policies.

Section 2. An employee shall be entitled to have present a representative of the Union, upon the employee's request, during any disciplinary action or during an interview which reasonably could lead to discipline of the employee. When a request for representation is made, no action shall be taken with respect to the employee until such representative is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

Section 3. Any formal complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee nor placed in his/her personal file.

Section 4. It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining employees:

- a) Verbal warning. This verbal warning shall be documented with the date and the topic.
- b) Written reprimand by supervisor.
- c) Suspension without pay.
- d) Dismissal.

Further, it is agreed and understood that there may be a combination or acceleration of such steps in a serious case.

ARTICLE 9

NO STRIKE

It is the intention of the parties hereto that the procedures set forth herein shall serve as a peaceful means for the settlement of any dispute which may arise between them as to the interpretation or application of this Agreement. Therefore, the Association and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, stoppage of work, or interruption of work, and the Board agrees that it will not institute any lockout during the term of this Agreement.

Section 1. Continuous and uninterrupted operations by the District and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of disputes and grievances being essential considerations of this Agreement, it is agreed that the Union and its members, individually and collectively, will not, during the terms of this Agreement call, permit, sanction, take part in, or assist in: (a) any strike, sympathetic or otherwise, including work stoppages, or slow-downs; (b) honoring of any picket line or strike by any other Union, organization or individual against the District, unless the reason for honoring the picket line is serious and imminent physical danger, in which event the employee shall have the burden of proving the actual existence of such danger.

Section 2. The Employer shall have the absolute right to discharge or otherwise discipline any individual employee or group of employees who violate Section 1 of this Article. Such discipline may be grieved and arbitrated, but the arbitrator shall have no authority to mitigate or reduce the discipline unless the arbitrator finds that there was no violation of Section 1. If such a violation occurred, then the grievance must be denied in its entirety. If the violation did not occur, then (and only then) may the arbitrator fashion an appropriate remedy.

Section 3. In the event there is an alleged violation of Section 1 of this Article, the Union shall immediately inform every employee in writing, with a copy to the Employer, that such activity is unauthorized by the Union, that such activity is in violation of this Agreement, and that such activity in and of itself, is cause for discharge as defined in Section 2 above.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. A grievance is an alleged violation of the express terms of this Agreement.

a) The Association will identify their building representatives and grievance chair by the beginning of the school year.

b) The term "days" herein used shall mean business working days.

c) Level One: An employee, group of employees, or the Association, believing themselves wronged by an alleged violation of the expressed provisions of this Agreement, shall, within twelve (12) days of its alleged occurrence, orally discuss the matter with the immediate supervisor in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the matter to writing, present it (a written grievance) to the immediate supervisor for his signature, and proceed with five (5) days of said discussion to Level Two.

d) Level Two: A copy of the written grievance shall be filed with the Superintendent, as specified in Level One. Within five (5) days of receipt of the grievance, the Superintendent, or his/her designated representative, shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent, or his designated representative, shall render his/her decision in writing, with the disposition of the grievance, transmitting a copy of same to the grievant, the Association Secretary, the immediate supervisor, and place a copy of same in a permanent grievance file in the office of the Superintendent.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, or his/her designated representative, with the Secretary of the Board not less than seven (7) days prior to the next regularly scheduled Board meeting.

e) Level Three: Upon proper application as specified in Level Two, the Board shall allow the employee, or his/her Association representative, an opportunity to be heard at the meeting for which the grievance is scheduled. Within fifteen (15) days from the hearing of the grievance, the Board will render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future meetings therein, or otherwise investigate the grievance, provided, however, that in no event, except with expressed written consent of the Association shall final determination of the grievance be made by the Board more than fifteen (15) days after the initial hearing.

f) If a grievance is not settled as a result of such final determination by the Board, the Association shall have the right to appeal the dispute to an impartial arbitrator. Such appeal must be taken by written notice given to the other party within fifteen (15) days from the date the Board's answer is given. If the parties cannot agree upon such arbitrator within ten (10) days after the notice is given, then they shall select such arbitrator in accordance with the rules of the American Arbitration Association.

g) All grievance procedures and investigations by the Association will be processed during time which does not interfere with assigned duties.

h) The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to

the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he/she presently has, provided that, if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

i) In the course of investigation of any grievance, representatives of the Association will report to the immediate supervisor and state the purpose of the visit immediately upon arrival.

j) Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.

k) The enclosed written grievance form as Addendum A shall be mutually agreed upon and must be used by the Board and the Association and it shall be supplied by the Board of Education. All persons involved in the grievance shall have a copy of the grievance form.

l) It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. The power and authority of the arbitrator shall be limited in each case to resolving the question submitted. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association, nor shall the arbitrator exercise any responsibility or function of the Board or of

the Association. The decision of the arbitrator shall be final and binding on both parties.

2. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
3. No decision in any one case shall require a retroactive adjustment in any other case.
4. He/she shall have no power to establish salary scales.
5. He/she shall have no power to rule on any of the following:
 - a. The termination of services of, or failure to re-employ any probationary employee.
 - b. The termination of services or failure to re-employ any employee to a position other than his/her basic position. However, if an employee is not properly notified, lack of proper notification can be subject to arbitration.

ARTICLE 11

SENIORITY

Section 1. Probationary Employees. New employees shall be considered as probationary employees for their first ninety (90) days worked in the classification. There shall be no seniority among probationary employees. Probationary employees are employed at the will of the Employer and they may be discharged at any time in the Employer's sole discretion, and the employee shall have no recourse through the grievance procedure. The Employer shall have no responsibility to recall or re-employ any probationary employee laid off or discharged during his/her probationary period. After probationary employees have completed their probationary period, they shall be entered on the seniority list and shall rank in seniority from the first day worked by them in their present position after their latest employment with the Employer.

Section 2. Definition of Seniority. Seniority is defined as length of continuous service in the bargaining unit since the employee's last date of hire or entrance into the unit. As between employees hired on the same day, seniority shall be determined by drawing lots. Seniority shall commence after completion of the probationary period and shall thereafter apply only as specifically set forth in this Agreement.

Section 3. Seniority Lists. The Employer shall, by March 1, prepare a current seniority list. All seniority employees will be ranked on the list. The seniority list will be posted in a conspicuous location in each building, and a copy provided to the Union Unit president.

It shall be the responsibility of the union and of the employees to check any such posted seniority list and to notify the Superintendent in writing of any error contained therein within ten (10) work days from the date the list was given to the Union president. Disputes as to the correctness of seniority shown on the list shall be subject to the grievance procedure herein, if not amicably resolved.

The Employer shall be entitled to rely on such posted lists. If the Employer is not notified of the existence of any error within the ten (10) workdays provided above following the delivery of the seniority list, the Employer shall incur no liability for any erroneous uses of seniority. If the Employer has been notified of an alleged error, the Employer nonetheless may use the seniority list, subject, however, to grievance and arbitration over the correctness of its actions.

ARTICLE 12

LAYOFF AND RECALL

Section 1. A layoff may result from lack of work, economic considerations, or other reasons that in the estimation of the Board require reductions in the work force.

Section 2. In the event that the Employer decides that one or more layoffs is/are necessary within a classification, it shall utilize all reasonable means including transfers, and changes in hours, schedules and/or duty assignments, to insure that within the classification junior employees are laid off first, provided that the senior employee has the skill and ability to perform the available work. The impact and hardship on employees will be among the factors which the Employer will consider in making its decision in these matters, although it is recognized that the ultimate responsibility in making these decisions is the Employer's.

If the Employer utilizes its right to transfer employees in connection with a layoff situation, as provided above, an affected employee may instead accept an available displacement. If there are more employees who desire such displacement than the number of displacements planned by the Employer, displacement requests shall be granted in order of seniority, i.e., the most senior employee first. In addition, if any employees are to be transferred, two weeks advance notice will be given, and the Union and the employee will be given a prior opportunity to meet with the Employer and discuss the impact of such transfer.

Section 3. The following recall procedure will apply to employees who have been displaced from work due to a layoff (a) Employees will be recalled in order of seniority i.e., the most senior employee will be the first to be recalled and so forth. (b) Recall will be to the first open position in the classification, not necessarily to the job which the employee previously held. (c) The employee will be called by telephone and notified of his/her recall and the date on which he is to return to work. (d) If an employee is not contacted under (c) above, the Employer will send a certified letter notifying the employee of his/her recall to work and the date on which he is to resume working. The employee will have a maximum of ten (10) calendar days to return to work.

(e) It is the employee's responsibility to maintain his/her correct address and telephone number on file with the Employer, and the Employer shall not assume any responsibility in the event notices are not received because the last address or telephone number is incorrect, nor will an incorrect address or telephone number be considered a valid excuse for a failure to report to work following a recall. (f) The Employer reserves the right to temporarily fill any job during the processing of recalls in any manner it sees fit.

Section 4. An employee who refuses a transfer (subject to Section 2), work assignment or recall under the procedure within this Article shall lose all seniority and be terminated as a quit, except that an employee will not be required to accept a recall to a position which averages less than seventy-five (75%) of the employee's predisplacement hours of work.

Section 5. The Employer will provide at least thirty (30) calendar days advance notice of any layoff, except that where unforeseen circumstances require less notice, the Employer will provide as much notice as circumstances reasonably permit.

The Union will cooperate in meeting and consulting with the Employer if the Employer so requests to review layoff, recalls and related matters prior to their implementation.

Section 6. Members shall maintain his/her right to recall for five (5) years from the date of layoff.

ARTICLE 13

VACANCIES AND TRANSFERS

Section 1. All applications of seniority provided for in the Article shall be strictly limited to positions within the bargaining unit. A vacancy is a position which is unoccupied and is to be filled by the Board when all other employees have been assigned positions for which there is no employee having a claim to return to the position from a leave of absence or layoff.

Section 2. If the Employer decides to fill a permanent vacancy in a bargaining unit job, the vacancy will be posted for five (5) business working days. If the Employer eliminates a position, the Superintendent or designee shall discuss the decision with the Union. Qualifications for the job will be as determined by the Employer and will be included in the job posting. Generally, such qualifications will include any written job description and any other qualifications which are reasonably related to the job and may include work record and attendance.

Copies of job postings will be supplied to the Association president and posted on the bulletin board in each building. Job postings will include the following: classification; location(s); starting date; hours of work; qualifications.

Section 3. Any seniority employees who are qualified to perform the job, and who have not successfully bid on a vacancy within the previous six (6) months, will be eligible to bid on the job.

Section 4. Applications must be submitted in writing, to the person indicated on the posting, prior to the end of the last day of the posting.

Section 5. If two or more eligible employees are qualified to perform the job and file timely bids, a junior employee will not be awarded the job in favor of a senior employee unless the junior employee's qualifications are superior to those of the senior employee. If a qualified seniority employee has applied for the posting, the vacancy will be filled within twenty (20) working days

after the end of the posting period, subject to the provisions of this Article. If no qualified seniority employee filed a timely application, the Employer may fill the position at its discretion.

Section 6. The Employer may cancel or postpone a job posting at any time. Upon request, the Union will be given the reason(s) for any such cancellation or postponement.

Section 7. An employee who successfully bids on a job will have a trial period of ten (10) working days, after which the employee may be disqualified by the Employer. An employee may disqualify himself/herself after five (5) working days. If the employee disqualifies him/herself, the employee will be ineligible to bid again for six (6) months as provided in Section 3, above. The ineligibility provision, however, shall not apply if the employee is disqualified by the Employer.

Section 8. An employee who is transferred by a supervisor to fully perform in another classification will be paid the rate for that classification or the employee's regular rate, whichever is higher, for hours worked in that classification.

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 1. It is understood that this Article is not intended to guarantee any employee any number of hours per day or per week.

The normal workday for food service employees shall be in accordance with the following schedule, which may be changed by the Employer, after providing thirty (30) days notice to the Union:

a) Food Service employees - five (5) hours, with the exception of those employees who have generally worked less than five (5) hours.

b) The work day may include an unpaid lunch period and shall include a paid rest period(s) based upon the number of hours worked. Employees working five (5) or more hours will receive two fifteen (15) minute rest periods. Employees working greater than three (3) hours but less than five (5) hours (four hours and 59 minutes) will receive one (1) fifteen (15) minute rest period. Those working three (3) hours or less will not have a rest period. The lunch period and rest periods shall be reasonably scheduled by the Kitchen Manager or Administration so as not to interfere with the normal operation of the work place, including but not limited to, the hot lunch program.

Section 2. Overtime. Overtime shall not be worked unless authorized and assigned by the Employer. Overtime, at the rate of 1-1/2 times the employee's regular wage will be paid for all hours worked in excess of forty (40) in a work week. Paid holidays, paid vacation days and all other paid time off will be credited towards such forty (40) hours, provided that the employee works all scheduled hours during the week in question, and provided further that there will be no

more than eight (8) hours of such credit per paid day, including time worked if an employee works on a holiday.

Overtime shall also be paid when employee(s) return to work outside the normal schedule after leaving the work site, including but not limited to, when an employee works a banquet or fund raiser outside of the regular day.

When circumstances permit, employees will be given at least 48 hours advance notice of overtime. Employees who do not receive such 48 hours notice and who decline the work will not be charged the hours actually worked on the overtime roster.

Overtime work will be assigned by the Employer.

Overtime and/or premium pay and/or hours will not be pyramided.

Section 3. Distribution of Overtime Events

When banquets or other events requiring food service are held in a district building having a kitchen, the service shall be provided by bargaining unit members. The Director of Dining Services or designee will post overtime functions as needed. Interested employees may apply in writing within the 5 school day posted deadline, except in unusual cases as determined by the Director. The Director will award in order of seniority with the ability to request the most capable Kitchen Manager, within 24 hours of the overtime function. The appropriate Kitchen Manager will sign the posting period after the posting expires and before the award is made.

Section 4. Overtime Classification Seniority List

Services for the following shall be provided according to a district seniority list with the ability to request the most capable Kitchen Manager.

- Back to School Events
- Forgotten Man Ministries Events
- Retirement Events

Section 5. Overtime by School

Services for the following shall be provided according to a building seniority list with the ability to request a Kitchen Manager. This will apply to any banquets that might occur during the school year outside of the regular school day, such as Athletic Banquets (that require the presence of a unit employee during the event)

- Fund Raisers (as per existing practice)
- Bazaars (as per existing practice)

ARTICLE 15

WORKING CONDITIONS

Section 1. Safety and Health.

a) An employee will not be required to perform unusually hazardous work which: (i) is not an ordinary element of the employee's job, and (ii) poses a serious and immediate threat to the employee's health or safety. An employee who refuses to perform work under this provision does so at his/her risk and will have the burden of proving the actual existence of such threat. In all other situations, where the danger is not serious and immediate, the rule "work now, grieve later" shall apply.

b) The Employer will provide approved first aid material in work areas.

c) If any employee believes that necessary safety equipment should be available, the matter may be taken up with the Superintendent or his/her designee.

Section 2. The Employer will support and assist employees with respect to preventing students from improperly interfering with the performance of work.

Section 3. Employees will not be required to perform supervisory duties. If an employee believes that this Section is being violated, the rule will be "work now, grieve later".

Section 4. Snow /Delay Days All employees shall be guaranteed their regular number of hours on days when weather causes a delay by working their regularly scheduled hours or by remaining for the scheduled time lost. Employees, whose shift begins before school is canceled, are to be paid their regular rate equal to the time worked with a guarantee of a minimum of two (2) hours pay at their regular rate. The hours to be worked will be determined by the administration. On days when school is canceled due to weather and is required to be made up, the employee shall

be compensated for the make-up day at the regular hourly rate. Rescheduling of inclement weather days shall be scheduled by the Employer.

Section 5. If the supervisor leaves school for the evening while a kitchen employee is still on duty, the Employer will provide for safety checks to be made on the on-duty kitchen employee.

ARTICLE 16

UNPAID LEAVES OF ABSENCE

Section 1. Unpaid Five (5) Day Block. An employee may be granted a block of five (5) days of unpaid leave of absence for personal reasons. The leave shall be requested in writing, stating the reasons for the leave, and be submitted to the Food Service Director at least thirty (30) business days prior to the dates of the requested unpaid leave. This unpaid leave cannot be taken prior to and/or after school vacation breaks or holidays. To be eligible to take this unpaid leave, the employee shall have at least ten (10) days of sick leave allowance as of the preceding June 30th. Not more than one (1) unpaid leave per building will be scheduled at the same time. The granting of such leave shall be within the discretion of the immediate Supervisor. Such leave shall not be granted or used for the purpose of pursuing or engaging in other employment, unless the employee has received prior written authorization from the Superintendent or designee. Requests for unpaid leaves shall be considered based upon the reason for the leave and the effect of the leave on the District's operations.

Section 2. Military Leave. An employee who leaves the employment or the District for active service in the Armed Forces of the United States under the provisions of any law of the United States or the State of Michigan, shall, upon application for re-employment, be entitled to whatever reinstatement privileges are established by such laws.

Section 3. Medical Leave.

a) Any employee who becomes disabled from working due to illness or injury, and whose claim of such disability is supported by evidence satisfactory to the Employer, shall be granted an unpaid sick leave of absence, for a period, as necessary of up to one (1) year or the length of the employee's disability, whichever is less. Extensions will

be requested, and will be handled in the same manner as initial applications for a sick leave. Such satisfactory evidence, if required by the Employer, may include a doctor's certificate.

b) Any employee who becomes ill or disabled from a work related cause shall be granted an indefinite unpaid sick leave for the duration of such illness or disability, subject to the same terms and conditions, as set forth in this Article, which apply to non-work related sick leaves.

c) The Employer may require a doctor's certificate that an employee has fully recovered and is able to perform all the elements of his/her job prior to returning such employees to work, or to determine if such employee continues to be ill or disabled for the purposes of extending a leave of absence.

d) An employee on sick leave of absence shall, upon return to work, be re-employed on his/her regular job if his/her seniority and abilities would permit, provided the above requirements are met. If no job is available which the employee's seniority and abilities permit him/her to fill, the employee shall be deemed to be laid off.

e) An employee shall give prompt notice to the Superintendent or designee of the employee's ability to return to work.

f). The Employer shall return the employee to work not later than the first Monday after the Employer receives such notice, and the employee has been determined to be able to return to work, unless the effect of another provision of this Agreement would extend such time.

g) This Section shall apply to a disability which is due to pregnancy, or to childbirth, or to a medical condition related to pregnancy or childbirth.

h) At its expense, the Employer may require an employee to be examined by a doctor in connection with either the approval or extension, of a sick leave or, in connection with an employee's ability to return to work.

Section 4. Union Leave. A leave of absence of up to four (4) years shall be granted upon application for the purpose of serving as an officer of the Union.

Section 5. General. If an employee violates or falsifies the reason for a leave; obtains other employment during a leave without prior written authorization; or overstays a leave without giving notice and providing substantiation for the necessity of the extension, as soon as is reasonably possible, the employee shall be deemed to have quit his/her job. If the employee complies with the provisions of this Article, the employee shall retain but shall not accumulate seniority during the leave.

All leaves of absence which are provided for in this Article shall be without pay.

Section 6. Family and Medical Leave Act. To the extent required under applicable law, according to the Federal Family and Medical Leave Act, (the ACT) an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Board may adopt policies to effectuate the Act provided that such policies are consistent with the Act. The Employer, at its discretion, may extend part, or all, of its FMLA policies to part-time employees and/or new hires, even though such employees are not eligible under the Act. FMLA leaves shall run concurrently with all leaves, paid or unpaid, authorized by this Agreement, to the maximum extent permitted by law.

ARTICLE 17

PAID LEAVES OF ABSENCE

Section 1. Personal Business Leave. Employees will be allowed three (3) day personal business leave. These days, if not taken, will be added to the accumulated sick leave. These days may not be taken just preceding or following a break period, nor on the first day or last day of the school year. Arrangements for such leave must be made, with the immediate Supervisor, at least one week in advance, except in the event of an emergency when a shorter notice may be acceptable

Section 2. Paid Sick Leave. Sick leave for full-time and part-time food service employees shall be 1 day per month, with a maximum of eight (8) days per year, to accumulate to 90 days in 2008-2009, 95 days in 2009-2010, and 100 days in 2010-2011. The Superintendent or designee may require verification of illness from the attending physician or other physician or health care provider. Should the Superintendent require a statement by one other than the attending physician, the additional expense will be borne by the Board.

For 2008-2009, employees shall receive an attendance incentive payment of \$100 on or before the last pay of January if they have taken no sick time or unpaid leave from September 2, 2008 through December 19, 2008. Employees shall receive an attendance incentive payment before June 30th based on the number of sick days used from the first day of work in the school year to the last day of work of the school year, as follows: zero days used (\$100); one day used (\$75); two days used (\$50).

For 2009-2010, employees who have accumulated at least six (6) days of sick leave allowance as of the preceding June 30, shall receive an attendance incentive payment of \$100 on or before the last pay of January if they have taken no sick time or unpaid leave from September 8, 2009 through approximately December 18, 2009. Employees shall receive an attendance incentive

payment before June 30th based on the number of sick days used from the first day of work in the school year to the last day of work of the school year, as follows: zero days used (\$100); one day used (\$75); two days used (\$50).

For 2010-2011, employees who have accumulated at least ten (10) days of sick leave allowance as of the preceding June 30, shall receive an attendance incentive payment of \$100 on or before the last pay of January if they have taken no sick time or unpaid leave from September 7, 2010 through approximately December 17, 2010. Employees shall receive an attendance incentive payment before June 30th based on the number of sick days used from the first day of work in the school year to the last day of work of the school year, as follows: zero days used (\$100); one day used (\$75); two days used (\$50).

Section 3. Emergency Leave. Up to five (5) days of emergency leave, of the accumulated sick leave allowance, may be used for a death in the immediate family and/or health related emergency in the immediate family. These days may be allowed for each occurrence until accumulated sick leave is exhausted. The immediate family shall include father, mother, grandmother, grandfather, sister, brother, children, grandchildren, spouse, spouse's father, mother, grandmother, grandfather, children, grandchildren, brother and sister. Verification of illness may be required as in section 2 above.

Section 4. Jury Duty. In the event a food service employee is asked to perform jury duty, he/she shall be reimbursed the differences between his/her salary and the salary he/she received for serving on the jury, excluding mileage.

Section 5. Holidays. The Employer will pay any employee eligible for holiday pay their regularly scheduled hours at his/her regular straight time rate.

To be eligible the employee must be a seniority employee and work the entire last scheduled work day prior to, and the next scheduled work day following, the holiday. The five (5)

holidays will be Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

If a holiday falls on a Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. This language is based upon the Federal and State guidelines in regard to holidays.

Section 6. Conference Leave. Upon written request and prior approval, employees may be granted up to three (3) days per year of conference leave. Conference leave shall refer to activities or conferences related to professional growth in the employee's assignment. Arrangements for such leave must be made with the immediate supervisor at least four (4) weeks before the registration deadline. Approved Conference Leave days shall not accumulate nor shall such days be deducted from the employee's other paid leave.

ARTICLE 18
COMPENSATION AND BENEFITS

Compensation shall be in accordance with Schedule A, attached to this Agreement as Appendix A.

Benefits

Uniforms. Based upon submission of valid receipts, each employee who is scheduled to work twenty (20) or more hours each week shall receive an annual declining balance purchasing card preloaded with a clothing allowance of \$140. All other employees shall receive a declining balance purchasing card preloaded with \$100.00. This allowance may be used for shirts, pants, shoes. Shirts and pants must be of color and style agreed to by the Employer and Union. Purchasing cards will be available from the Food Service Director by August 1st. Purchasing card receipts must be turned into the Food Service Director for approval within 10 business days of the purchase. The preloaded balance on the purchasing card must be used in full by May 15th of each school year. Once the balance is used, the card must be returned to the Food Service Director. All cards must be returned by May 25th of each school year. Any balance remaining on the card at the end of the school year will be forfeited.

ARTICLE 19

GENERAL

Section 1. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been reduced to writing and signed by both the Employer and the Union.

Section 2. The provisions of this Agreement, including but not limited to wages and benefits, apply only to employees who are included in the bargaining unit. This Agreement does not apply to any other employees, or in any way restrict the Employer's actions with respect to non-bargaining unit employees.

ARTICLE 20

SEPARABILITY AND SAVINGS CLAUSE

If any part of this Agreement should be invalidated 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 pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected. In addition, the parties will promptly meet to negotiate the matter which has been invalidated.

ARTICLE 21

DURATION OF AGREEMENT

Section 1. This Agreement shall continue in effect until September 1, 2011. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date upon the request of either party. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

Section 2. The Employer agrees to supply copies of this Agreement to the Union and to all bargaining unit employees now or hereafter employed.

THE BOARD OF EDUCATION OF
THE WAYLAND UNION SCHOOLS

WAYLAND UNION FOOD SERVICE
ASSOCIATION, MEA-NEA

By Donald E. Barger

By Susan L. Phelps

Vickie L. Vandenberg

September 12, 2008

Date _____

Date _____

APPENDIX A

SCHEDULE A

2008-2009

Annual Step	Kitchen Production Manager	Kitchen Manager	Assistant Cook	Van Driver
1	9.53	9.21	8.73	8.98
2	10.30	9.94	9.43	9.70
3	10.76	10.39	9.86	10.15
4	11.24	10.86	10.30	10.59
5	11.72	11.32	10.73	11.05
6	12.20	11.78	11.18	11.50

2009-2010

Annual Step	Kitchen Production Manager	Kitchen Manager	Assistant Cook	Van Driver
1	9.72	9.39	8.90	9.16
2	10.50	10.14	9.62	9.90
3	10.98	10.60	10.06	10.35
4	11.47	11.08	10.50	10.81
5	11.95	11.54	10.95	11.27
6	12.44	12.02	11.40	11.73

2010-2011

Annual Step	Kitchen Production Manager	Kitchen Manager	Assistant Cook	Van Driver
1	9.92	9.58	9.08	9.35
2	10.71	10.34	9.81	10.10
3	11.20	10.81	10.26	10.56
4	11.70	11.30	10.71	11.02
5	12.19	11.77	11.17	11.50
6	12.69	12.26	11.63	11.96

The Kitchen Production Managers shall be located at the High School, Middle School and Pine St.

Longevity. Employees beginning the 7, 10, 13, 16, 19, continuous years of service in the District shall receive longevity adjustments as follows:

Longevity Beginning Year

7	\$1.30
10	1.60
13	1.90
16	2.20
19	2.50

Adjustments will be made in the check following the employee's anniversary date of hire.

Educational Credit. Upon successful completion of the following education the employee shall be reimbursed the dues to SNA-SNAM. Employees will pay their dues directly and submit the receipt for reimbursement with the appropriate form.

The rate of pay compensated to the employees, as scheduled above shall be increased upon successful completion of the following:

2008-2009

- .10/hour For three (3) hour courses
- .15/hour For ten (10) hour courses
- .80/hour Max additional courses

2009-2010

- .10/hour For three (3) hour courses
- .15/hour For ten (10) hour courses
- .80/hour Maximum amount for additional courses
- .10/hour Additional for ServSafe Certification

2010-2011

- .10/hour For three (3) hour courses
- .15/hour For ten (10) hour courses
- .80/hour Maximum amount for additional courses
- .20/hour Additional for ServSafe Certification

LETTER OF UNDERSTANDING
For the
WAYLAND UNION SCHOOLS
And the
WAYLAND UNION FOOD SERVICE EMPLOYEE ASSOCIATION

If Michigan law changes so that the subcontracting of work performed by the bargaining unit is a mandatory subject for bargaining, then before any subcontracting occurs, the Employer will bargain with the Union concerning the decision to subcontract and the effects of subcontracting. If such subcontracting is a permissive subject for bargaining, then the parties will discuss whether to engage in negotiations before any subcontracting occurs.

Dated: April 1, 1998



For the Board



For the Association

LETTER OF UNDERSTANDING No. 2
For the
WAYLAND UNION SCHOOLS
And the
WAYLAND UNION FOOD SERVICE EMPLOYEE ASSOCIATION

RE: Evaluation Committee

The Wayland Union Schools hereafter referred to as the "Board" and the Wayland Union Food Service Education Association hereafter referred to as the "Association" mutually agree to the following:

1. The Board and Association believe that an evaluation form is necessary to evaluate the work performance of bargaining unit employees.
2. The Board and Association shall establish an Evaluation Committee composed of three (3) representatives chosen by each Party to design an evaluation process and formal evaluation form.
3. The Evaluation Committee shall meet no later than December 15, 2008 to begin discussions about the evaluation process.
4. The Evaluation Committee shall report back to the Board and Association no later than March 15, 2008.
5. The Parties shall discuss the Evaluation Committee's report and must mutually agree the implementation of the new evaluation process.

Dated: September 12, 2008



For the Board



For the Association

LETTER OF UNDERSTANDING No. 3
For the
WAYLAND UNION SCHOOLS
And the
WAYLAND UNION FOOD SERVICE EMPLOYEE ASSOCIATION

Re: Participation Incentive

The Wayland Union Schools, hereafter referred to as the “Board”, and the Wayland Union Food Service Education Association, hereafter referred to as the “Association”, mutually agree to the following:

1. The Board and Association believe that it is in the best interests of the District to increase student participation in the lunch program. Therefore, the Board has decided to offer a Participation Incentive Bonus to bargaining unit members working in a building that currently maintains good student participation or raises student participation. The Participation Incentive shall operate on a second-year trial basis for the 2009-2010 school year.
2. Within this Letter of Understanding, Participation is defined as the percentage of full-time equivalent students eating a Type A lunch as defined by the federal government.
3. The Participation Incentive will be for two hundred and seventy-five dollars (\$275) per school year and can be earned in two (2) separate categories:
 - a. The building(s) with student participation of seventy percent (70%) or more.
 - b. For 2009-2010, the building(s) with student increase in participation of five percentage points (5%) from the 2008-09 participation rates below:

Baker	62.10%
Dorr	65.29%
Moline Christian	43.07%
Pine	75.58%
St. Stanislaus	55.88%

St. Therese	70.32%
Steeby	66.30%
WMS	68.75%
WHS	54.96%

Beginning with 2010-2011, the base participation percentage for each building will be an average of the two prior years' participation percentage.

- c. Any building achieving a school year participation percentage equal to or greater than seventy-five percent (75%) will be credited with reaching both categories and will receive a five hundred and fifty dollar (\$550) incentive payment.
3. To receive the Participation Incentive, an employee must have worked in that building's food service program for at least ninety (90) school days.
 4. A bargaining unit member cannot receive more than two (2) Participation Incentives, or five hundred and fifty dollars (\$550), per school year.
 5. Kitchen Managers shall meet with the Food Service Supervisor monthly during the school year to review menus and discuss issues related to the Participation Incentive.
 6. The Van Driver shall also be eligible for the Participation Incentive based on the following criteria:
 - a. Only the lunch programs in Wayland Union school buildings shall qualify.
 - b. The Van Driver shall draw the name of one of the schools by chance (pull name out of the hat method).
 - c. If the Van Driver's school qualified for the Participation Incentive, the Van Driver shall also receive the same incentive(s).

7. The Participation Incentive will be paid to employees by the first pay period in July.
8. This Letter of Understanding shall be valid until September 1, 2010, unless extended by mutual agreement of the Parties.

Dated: 7/13/09



For the Board



For the Association