1992 - 1994

NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

PORTAGE SCHOOL FOOD SERVICE EMPLOYEES' ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
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#### NEGOTIATIONS AGREEMENT

#### BETWEEN

#### PORTAGE PUBLIC SCHOOLS

#### and

#### PORTAGE SCHOOL FOOD SERVICE EMPLOYEES' ASSOCIATION

This Agreement entered into this day of , 1991 by and between the Portage Public Schools of the City of Portage, Michigan, hereinafter called the "School" and the Portage School Food Service Employees' Association, hereinafter called the "Association".

#### WITNESSETH

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

#### ARTICLE I - RECOGNITION

Section 1: The School hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment for all food service employees employed by the School, not including supervisory personnel, student help hired on a part-time basis or persons hired as substitutes. The term, employee when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above. Any reference in this contract to the female gender is equally applicable to males.

#### ARTICLE II - PROBATIONARY EMPLOYEES

All new employees will be on probation for ninety (90) calendar days, and during this period they will have none of the rights and privileges extended by virtue of this agreement except those pertaining to the wage schedule. The School shall have the right, in its sole discretion, to terminate a probationary employee without that employee having recourse through the grievance procedure.

#### ARTICLE III - EMPLOYEES' RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the School hereby agrees that every employee as defined in Article I shall have the right freely to organize, join and support, or refrain from joining and supporting, the Association for the purpose of engaging in collective bargaining in regard to wage, hours and other terms and conditions of employment. As a duly elected body exercising governmental power under the law of the State of Michigan, the School agrees that it will not interfere with, restrain or coerce any employee in the enjoyment of any rights conferred by said Act 379; that neither the School nor the Association will discriminate against any employee with respect to wages, hours, and other terms and conditions of employment by reason of her membership or non-membership in the Association, her participation in any lawful activities in connection therewith, or her institution of any grievance, complaint or proceeding under this Agreement.

Section 2: The parties to this Agreement are both aware that during these difficult financial times the School District is obligated to investigate any and all means by which the School District may operate in a more efficient and economical manner. To that end,

IT IS UNDERSTOOD by the parties that the School District reserves the right to investigate the possibility of subcontracting any and/or all services presently being performed by bargaining unit members. If the School District would determine that it would be more efficient and economical to so subcontract, it will notify the bargaining unit and its members at least one hundred twenty (120 days before the implementation of such subcontracting. The purpose of such notification is to afford the bargaining unit and its members a reasonable amount of time for input relative to such decision.

#### ARTICLE IV - COMPENSATION

Section 1: The wages of food service employees covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement.

<u>Section 2:</u> Employees will be paid an hourly rate in accordance with the wage schedule for all hours worked. The work schedule will be determined by the Director of Food Services.

All employees will be entitled to a duty free uninterrupted lunch period of thirty (30) minutes for which the employee will not be paid. The lunch period must be scheduled so as not to conflict with the School lunch programs. Lunches will be provided to the bargaining unit employees inasmuch as it is necessary for the employee to remain within the work area during such unpaid lunch period.

Section 3: An employee must work 160 scheduled work days each year to qualify for the next step on the salary schedule. Completion of 100 work days will qualify an employee for half step on the salary schedule. Step increases where applicable will be changed only at the beginning of each school year.

Section 4: Overtime pay shall be governed by the following:

- A. One and one-half times the regular hourly rate shall be paid for time above forty (40) hours worked in any one week, Monday through Friday, provided time is approved by the Director of Food Services. Holidays as defined in Article IX and the Teacher In-Service day will be counted as hours worked in the computation of overtime when these days fall during a week in which lunches are being served to the students.
- B. An employee requested by her supervisor to work on a special assignment will be paid one and one-half (1 1/2) times her regular hourly rate for those hours worked on unscheduled work days.
- C. One and one-half times the regular hourly rate shall be paid for hours worked on Saturday if approved or assigned by the School provided the employee worked her regular scheduled hours the previous five (5) working days. Sick leave hours will be counted as hours worked.
- D. Two times the hourly rate shall be paid for hours worked on Sundays or holidays if approved or assigned by the School.

Section 5: If the employer places an employee temporarily in a more responsible position which lasts ten (10) or more consecutive working days, the employee will be paid the comparable step in the new salary range from the first day of the assignment.

Section 6: An employee promoted to another position on Salary Schedule A shall receive one-half (1/2) the difference between the rate of the old job and that of the new job at the time of promotion. The balance, one-half (1/2), will be paid upon the completion of thirty (30) days.

#### ARTICLE V - VACANCIES AND PROMOTIONS

<u>Section 1:</u> Whenever any vacancy of four (4) hours or more occurs which provides opportunity for advancement, the School shall publicize the same by posting a notice for three (3) consecutive working days in each building and by notifying the secretary of the Association.

Those employees wishing to apply for said position must inform the Director of Food Services of their interest in writing within the same three (3) day period. All employees requesting consideration will be interviewed and informed of acceptance or rejection for the job.

Section 2: An employee assigned a position of less than four (4) hours may request a transfer to a like assignment in another building by June 15 of each year. Consideration will be given to all requests providing openings are available effective at the beginning of the next school year. Such requests must be in writing and submitted to the Food Service Supervisor.

<u>Section 3:</u> Opportunity to apply as outlined in Section 1 for "Trainee" positions shall be given to all employees including part-time employees and substitutes.

All trainees must possess the same qualifications established for a cook manager as outlined in the training manual. An employee selected as a trainee will not be retained in that classification for longer than ninety (90) days.

Section 4: An employee transferring to a new position will serve a sixty (60) day probationary period on the new job. If during this period of time the employee's performance is not satisfactory the employee will be transferred back to her former position and pay.

#### ARTICLE VI - RESIGNATIONS

Any employee desiring to resign shall file a letter of resignation with the Director of Food Services at least two (2) weeks prior to the effective date.

#### ARTICLE VII - VACATIONS

An employee hired as a regular employee prior to October 1st who remains with the School the entire work year and works one hundred sixty eight (168) or more days shall be eligible to receive one (1) week of paid vacation. No employee will be permitted to take time off from work for vacation purposes while school is in session without prior written approval of the Director of Food Services. If an employee violates this condition, she will forfeit all claim to the vacation pay.

Vacation pay will be computed on the basis of forty (40) hours times regular hourly rate. Part-time employees will have their vacation prorated according to the number of hours normally worked times regular hourly rate.

Vacation pay will be included in employees last check of the school year.

#### ARTICLE VIII - HOLIDAYS

Regular full-time employees shall be paid for the following holidays provided they fall within the regular work week, Monday through Friday. In order to be eligible for holiday pay the regular full-time employee must work the scheduled day preceding the holiday or the scheduled day following the holiday.

- 1. Memorial Day
  - 2. Labor Day
  - 3. Thanksgiving Day
    - 4. Day after Thanksgiving
    - 5. Good Friday

Pay for Christmas Day and New Year's day shall be made only when the employee works the day before or the day after these holidays in the same week.

Part-time employees shall receive holiday pay prorated according to the number of hours regularly worked provided they meet the same conditions as required of regular full-time employees.

#### ARTICLE IX - LEAVES

#### Section 1: Sick Leave and Allied Leave

A. Each employee absent from duty on account of personal illness (not job related), shall be allowed full pay for a total of ten (10) days each year. The sick leave allowance will be credited to the employee's account on the first day of work of each new contract year provided the employee has resumed her duties; otherwise, the time will be prorated and credited to her account upon her return to work. New employees hired for regular positions will be given sick leave credit from the last hiring date upon satisfactory completion of the probationary period.

Those employees employed less than eight (8) hours per day will receive prorated sick leave according to the average number of hours regularly worked each week. An employee hired after the starting date of school in September will receive prorated sick leave.

B. If an employee has been absent from work more than five (5) consecutive days because of illness (physical or mental) the employer may request that the employee have a physical examination from a doctor of the School's choice before being permitted to return to work.

If an employee is absent more than ten (10) consecutive working days the employer may request that the employee see a doctor of the School's choice to verify the need for the extended absence.

C. The amount of sick leave which the employee may use for illness in the immediate family (as defined below) shall be limited to three (3) days per year provided the employee has the time in her sick leave bank.

Immediate family is defined as mother, father, husband, wife, children, mother-in-law and father-in-law. The members of the immediate family must be dependent upon the employee for financial support and/or care.

D. Each employee shall be entitled to the unused portion of each year's sick leave up to a total of one hundred (100) days which shall be available to her in future years. Upon termination of employment, all accumulated sick leave benefits shall be void.

E. Sick leave may be used during any leave of absence relating to pregnancy provided the School is in receipt of proper medical documentation.

#### Section 2: Funeral Leave

An employee absent because of death in the immediate family (as defined below) will be permitted to take with full pay up to three (3) days of actual time lost from normally scheduled work during the period between the death and the day of the funeral; providing:

 that such absence shall be reported to the School on the first day,

2) that the absences are taken and used for the purpose of attending the funeral or other services customarily practiced in connection with such death,

3) that the School may request such proof as it may desire for any of the above.

The immediate family is defined as mother, father, husband, wife, children, brother, sister, grandparents, mother-in-law, father-in-law and grandchildren.

Up to one day with pay shall be granted when death occurs in the non-immediate family for the day of funeral only.

#### Section 3: Business Leaves

Each employee shall be allowed, with full pay, up to two (2) days per year for business leave. Absences under this provision shall be necessary personal business reasons which cannot be handled at any other time than during the school day. Business leave may not be used for the following reasons which are not intended to be all inclusive but may be used as a guide: shopping trips, job interviews, recreational pursuits, extension of vacations or holidays. In general, doctors, dentists and legal appointments are acceptable uses of business leave.

Business leaves must be approved by the Superintendent or person designated by him prior to the leave date except in extreme emergencies. An employee absent without approval will be subject to disciplinary action.

Those employees employed less than eight (8) hours per day will receive prorated business leave according to the average number of hours regularly worked each week. An employee hired after the starting date of school in September will receive prorated business leave.

#### Section 4: Special Leaves

Leaves with pay and not chargeable against sick leave or business leave allowances are as follows:

- A. Absence when an employee is called for jury duty, except the School will pay only the difference between the per diem rate of the employee and the amount received for jury duty.
- B. Court appearances when the Food Service employee is called as a witness on behalf of the School. The School will pay only the difference between the per diem rate of the employee and the amount received for services as a witness. This section shall not be in effect in any case in which an employee brings suit against the School.

#### Section 5: Leaves of Absence Without Pay

An employee on a leave of absence without pay is considered on the inactive payroll and, as such, is not entitled to the benefits under this contract. An employee who fails to return to work from a leave on or before the expiration date will be terminated.

A. Any employee whose personal illness (physical or mental) extends beyond the period compensated by sick leave may be granted a leave of absence without pay and fringe benefits for such time as may be necessary for complete recovery from such illness except the limit of such leaves shall be one year from the last day the employee worked. The School may require verification from a competent medical authority of the School's choice as to the need of employee for such extended leave.

Application for leave of absence must be submitted to the Superintendent's office for approval prior to the starting date of such leave.

Upon return from illness leave of absence the School shall have the right to require a verification from a competent medical authority of the School's choice as to the employee's fitness to return.

B. An employee who becomes pregnant must notify the Employee Relations office as soon as her pregnancy is confirmed. She must present a physician's statement setting forth the anticipated date of birth and stating that she is fully capable of performing all of the duties and functions of her position without jeopardy to herself or to her unborn child. With her doctor's permission, the employee may work in her present capacity on the same basis as any other employee.

A maternity leave-of-absence shall be granted an employee upon the presentation of a physician's statement advising the Employee Relations office that the employee should not continue to work. The employee shall be entitled to such unpaid leave-of-absence for the period of time as indicated by the physician's statement provided that such period of time does not exceed sixty (60) calendar days after cessation of pregnancy. An employee seeking any time off as a result of pregnancy must make application for a maternity leave-of-absence pursuant to this subsection. This subsection may be coordinated with the benefits outlined in Article X, Section 1-E.

After cessation of pregnancy and upon presentation to the Employee Relations office of a physician's statement indicating that the employee is physically able to return to work, the employee shall be permitted to return to her former position. A maternity leave of absence may be extended for an employee filing a request at least thirty (30) days prior to her scheduled return date provided that said request is accompanied by a physician's statement setting forth the medical necessity for such extension. Maternity leaves of absence may not be extended for a period o time greater than one (1) year from date of cessation of pregnancy.

If the expiration date falls during a period of time the employee does not work (i.e. summer), the leave will continue until the employee is asked to report by her supervisor. Failure to report as scheduled or to comply with any of the above provisions will result in termination of employment.

Section 6: Any situation which might arise concerning leaves, which is not referred to in this Agreement shall be left to the discretion of the Superintendent of Schools. However, such leaves shall be considered leaves of absence without pay.

#### ARTICLE X - SCHOOL'S RIGHTS CLAUSE

The School, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without authority, limitation, all powers, rights, duties responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing the right to the executive management and administrative control of the school system. The School has the right to maintain order and efficiency: to hire; to direct the work force; to determine the number of employees; to assign work to, and to transfer employees;

to discipline, suspend and discharge for cause; to lay off employees because of lack of work and to recall employees when increasing the work force; to require employees to observe rules and regulations. These rights may be exercised even though resulting in transfer, reclassification or elimination of some employees. The exercise of these powers, rights, authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

#### ARTICLE XI - CONTINUITY OF OPERATIONS

The Association agrees that during the term of the Agreement and while negotiations are in progress on a successor agreement it shall not direct, instigate, participate in, encourage, or support any interruption of work or other concerted action against the School by any food service employee or any group of food service employees. Participation in any interruption of the School program brought about either by the actions of the Association or individuals or groups within the Association shall be cause for discipline of the participants by the employer up to and including discharge.

#### ARTICLE XII - SENIORITY

Length of service shall be defined as the continuous period of employment from the last date of hire.

Job classification service is the length of service the employee has earned in a specific job listed in Salary Schedule A.

Seniority shall first be considered on a job classification basis and then on a school wide basis.

In the event of a reduction in the number of employee(s) in a job classification the employee(s) with the least job classification seniority affected will be:

- A. Temporarily transferred to another classification where work is available.
- B. Will replace the employee with the least school seniority within group A or B providing she has the skill, training and ability to perform all the duties of such job satisfactorily. The School shall have absolute right to determine which classification an employee will be assigned. Refusal to accept an assignment within the appropriate group will result in termination of employment and loss of service with the School.

A laid off employee desiring reassignment must request consideration in writing within five (5) calendar days from date of lay off. Failure to submit this request within the specified time will result in termination.

If in the judgment of the School the employee meets the qualification of the position, the assignment will be made within ten (10) working days from the date of the lay off.

- C. All jobs within the bargaining unit are divided into two groups. Group A includes those jobs of four (4) hours or more per day. Group B includes those jobs of less than four (4) hours a day. An employee may exercise her total school seniority within the group which includes her classification. If an employee in group A does not have sufficient seniority to displace the employee with the least seniority within Group A she may then exercise her seniority and displace the employee with the least seniority in Group B providing she has more seniority than that employee. Employees who fall within Group B classifications may not exercise their seniority in Class A jobs.
- D. An employee not having enough seniority to work will be on layoff status. Employees on lay-off status will remain on the inactive payroll for six (6) months and during this period will be considered (in order of seniority) for any openings that might become available. Refusal to accept an assignment will result in termination of employment and loss of service with the School. A laid off employee will be terminated at the expiration of the six (6) months period.
- E. Employees who are assigned work outside of their regular classification as a result of a lay off will be returned to their regular classification, if work becomes available, in the reverse order of departure. While this procedure is being followed it is not necessary to post jobs under Article V, Section 1.
- F. An employee will be paid at the rate of the job she is performing.

#### ARTICLE XIII - GRIEVANCE PROCEDURES

<u>Section 1:</u> A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.

Section 2: Nothing within this Agreement shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with terms of this Agreement.

#### Section 3: Procedure

An employee with a grievance shall discuss it with his immediate supervisor individually, together with his Association Representative or through the Association Representative. This discussion must be held within five (5) calendar days of its occurrence or said grievance shall be deemed waived by the employee, Association, and the School.

If a satisfactory settlement is not reached as a result of the above meeting, the grievance must be reduced to writing and submitted within three (3) working days from date of meeting to the supervisor for his decision. This answer must be given within three (3) working days from date of receipt.

- Step 2 If the decision of the supervisor is unacceptable to the Association, the Association may take the grievance up with the Assistant Superintendent for Non-Instructional Services or his representative, provided the grievance is presented to Assistant Superintendent for Non-Instructional Services within three (3) working days following supervisor's decision. The Assistant Superintendent for Non-Instructional Services or his representative, shall give his decision in writing over his signature within three (3) working days following presentation of the grievance by the Association.
- Step 3 If the decision of the Assistant Superintendent is unacceptable to the Association, the Association shall so notify the Employee Relations Director within three (3) working days following the rendering of the decision in Step 2. At that time, the Association has the right to request a meeting with the Superintendent of Schools to present the facts upon which the grievance is based, remedy or correction that is requested, and the section or sections of the contract that have been violated. Such a meeting must be held within seven (7) working days from date of request. The Superintendent's written decision must be delivered to the Association within seven (7) working days following the meeting with the Superintendent.

- Step 4 In the event the grievance is not satisfactorily resolved at Step 3, the Association may submit the grievance to a mediation committee. Association must notify the School of its intention to mediate within seven (7) days following the Superintendents decision in Step 3. Membership on the mediation committee shall be composed of one person appointed by the Board of Education, one person appointed by the Association, and these two persons shall select the third member of the mediation committee who shall be the chairman. member of the mediation committee shall be a member of the Board of Education or an employee of the School.
- Step 5 In the event the grievance is not satisfactorily resolved at Step 4, within ten (10) working days after the mediation hearing, the grievance may be transmitted to the State Labor Mediation Board.

#### Section 4:

- A. Grievances that are not appealed within the time limit specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered; unless such time limit is extended by mutual agreement in writing by the parties involved.
  - B. If the School fails to give an answer within any time limit specified in the grievance procedure (unless such time limit is extended by mutual agreement) the Association may submit the grievance to the next step of the grievance procedure.
  - C. The Association and the School will be required to pay all their own expenses involved in processing a grievance except that in Step 4 both parties will share equally all costs submitted by the mediators in connection with the grievance.
  - D. In the administration of the grievance procedure any financial liability to the School District shall be limited to the amount of earnings actually lost with deductions of all sums earned during this period. If an error is made in the calculation of an employee's salary, the School will be liable for the shortage. If an error should be made which results in overpayment to the employee, then the employee shall be obligated to repay the School. Such liability on the employee and the School shall be limited to the current contract year.

#### ARTICLE XIV - MISCELLANEOUS PROVISIONS

- Section 1: This Agreement shall supersede any rules, regulations or practices of the School which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the School.
- <u>Section 2:</u> A sufficient number of copies of this Agreement shall be given to the Association so that each employee may have a copy.
- <u>Section 3:</u> If any article or section of this Agreement shall be found to be contrary to the existing law, this shall not invalidate any of the other articles or sections of this Agreement.
- Section 4: The Association recognizes the right of the School to require physical examinations, as prescribed by the School, to be on file in the School personnel files. The School shall pay for such required physical if performed by a doctor designated by the School.
- Section 5: Association members shall be given time off to attend two (2) Association meetings per year. They may leave their work stations at 2:45 p.m. on those occasions. The meetings will begin at 3:00 p.m. The School will not be obligated to pay employees beyond 3:00 p.m. when attending Association meetings.
- Section 6: Regular employees having completed one year of service who are scheduled to work twenty (20) hours or more per week will be given an allowance of seventy (\$70.00) dollars per year which must be applied towards the cost of two uniforms.

Regular employees having completed one year of service who are scheduled to work less than twenty (20) hours per week will be given an allowance of thirty five dollars (\$35.00) per year which must be applied toward the cost of a uniform. Approval of request must be obtained from the Director of Food Services prior to the purchase.

Agreements, verbal or written or based on alleged past practices, between the School District and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

#### ARTICLE XV - NEGOTIATIONS PROCEDURES

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

#### ARTICLE XVI - DURATION OF AGREEMENT

Section 1: This Agreement shall become effective on July 1, 1992 and will remain in effect until midnight June 30, 1994 and will automatically be renewed for successive periods on one (1) year unless either party gives written notice on the other party at least sixty (60) days and not more than ninety (90) days prior to the expiration date of its intention to amend or terminate this Agreement, except that the parties hereto agree to enter negotiations on or before May 1, 1993 for the purpose of establishing a new Salary Schedule "A" to become effective for the 1993-94 school year.

### SCHOOL FOOD SERVICE ASSOCIATION

BY		
	(President)	(date)
BY		
	(Secretary)	(date)
BY		
	(Chairman Negotiating Committee)	(date)
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BY		
ы	(President).	(date)
BY	Marie Walter Charles Commission of State Walter	
	(Superintendent)	(date)
BY		
	(Director of Operations)	(date)

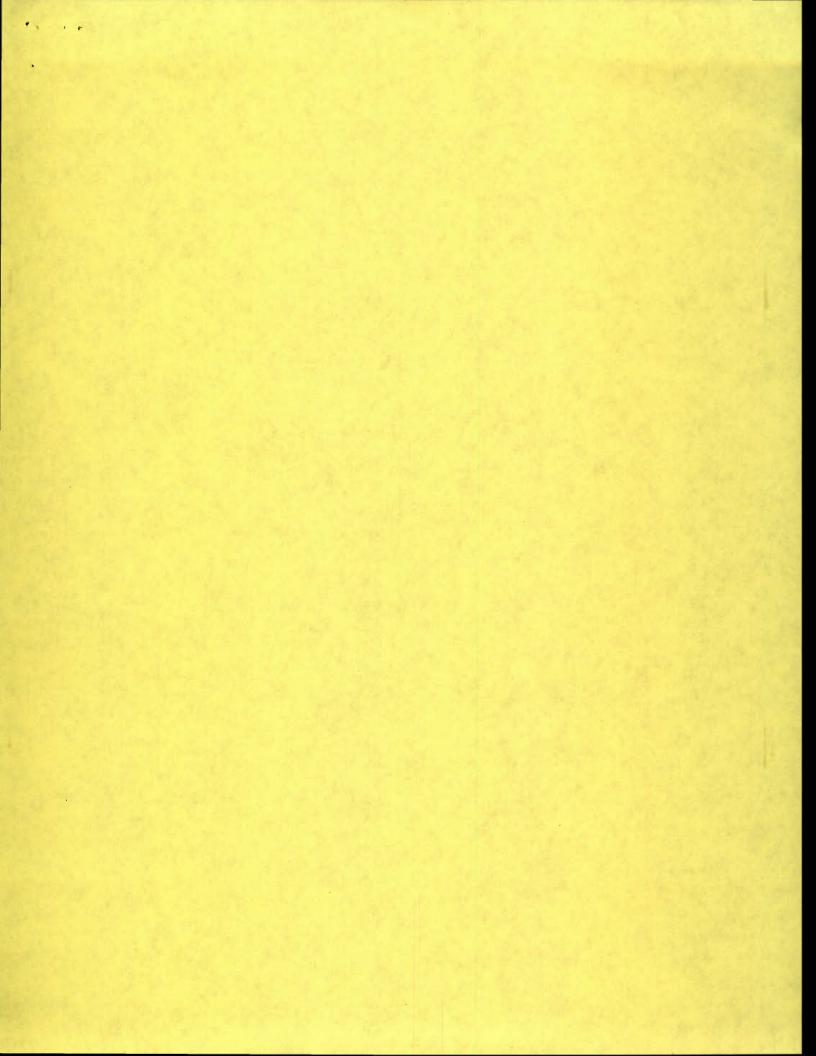
# 1992-93 PORTAGE FOOD SERVICE EMPLOYEE'S ASSOCIATION SALARY SCHEDULE "A"

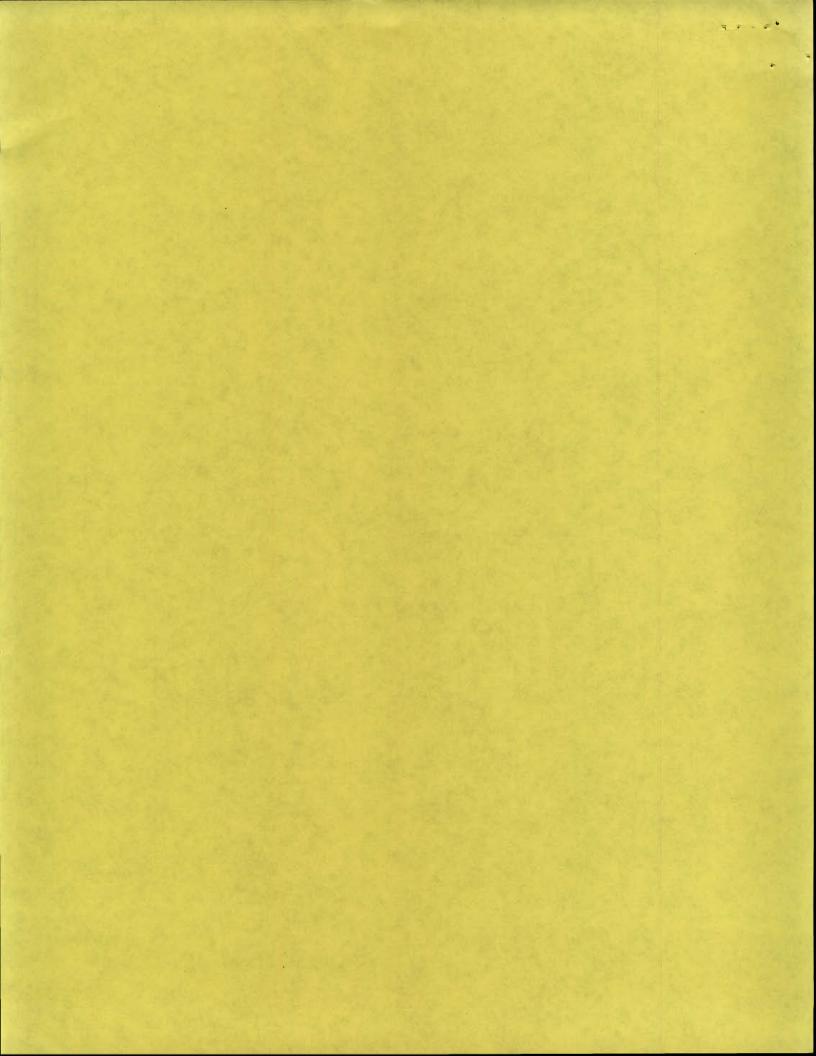
FOOD	SERVICE WORKER:	RATE
	* STEP 1	\$5.87
	* STEP 2	\$6.60
	* STEP 3	\$6.89
	(Starting rate of \$5.27 per hour for 90 day probationary period)	
	COOK MANAGER	\$9.57
	HEAD COOK	\$8.25
	SATELLITE BASE WORKER	\$7.50
	SATELLITE BASE HEAD COOK	\$8.91
	SATELLITE BASE COOK MANAGER	\$9.95

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# 1993-94 PORTAGE FOOD SERVICE EMPLOYEE'S ASSOCIATION SALARY SCHEDULE "A"

FOOD	SERVICE WORKER:	RATE
	* STEP 1	\$6.16
	* STEP 2	\$6.89
	* STEP 3	\$7.18
	(Starting rate of \$5.56 per hour for 90 day probationary period)	
	COOK MANAGER	\$9.86
	HEAD COOK	\$8.54
	SATELLITE BASE WORKER	\$7.79
	SATELLITE BASE HEAD COOK	\$9.20
	SATELLITE BASE COOK MANAGER	\$10.24

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