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6/30/2000

AGREEMENT BETWEEN
THE NON-INSTRUCTIONAL EMPLOYEES ASSOCIATION (COOK'S UNIT)
AND THE
BOARD OF EDUCATION OF THE
PUBLIC SCHOOLS OF THE CITY OF MUSKEGON
MUSKEGON, MICHIGAN

JULY 1, 1997 - JUNE 30, 2000

Muskegon Public Schools

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>PAGE</u>
ARTICLE I	Purpose and Intent 1
ARTICLE II	Recognition 1
ARTICLE III	Management Rights 2-3
ARTICLE IV	Appointments 3
ARTICLE V	Classifications Duties and Compensation 3-5
ARTICLE VI	Insurance..... 6-7
ARTICLE VII	Paid Holidays 8
ARTICLE VIII	Hours of Work 8
ARTICLE IX	Health Requirements..... 9
ARTICLE X	Change of Position and Promotion..... 9
ARTICLE XI	Sick Leave..... 10-12
ARTICLE XII	Other Leaves 12-13
ARTICLE XIII	Injury to Employees..... 13-14
ARTICLE XIV	Absence of Employee 14
ARTICLE XV	Retirement..... 14
ARTICLE XVI	Payroll Procedure 15-16
ARTICLE XVII	Dismissal or Change in Classification 16-17
ARTICLE XVIII	Grievance Procedure 17
ARTICLE XIX	Notice to New Employees 18
ARTICLE XX	Entire Agreement Clause 18
ARTICLE XXI	No Strike Clause 19
ARTICLE XXII	School Closing 19
ARTICLE XXIII	Duration and Termination..... 19

AGREEMENT BETWEEN
MUSKEGON BOARD OF EDUCATION
AND N.I.E.A. COOK'S UNIT

This agreement made and entered into between the Cook's unit of the Non-Instructional Employees Association of the Public Schools of the City of Muskegon, hereinafter referred to as N.I.E.A. and the Board of Education of the Public Schools of the City of Muskegon. Hereinafter referred to as the Board, provides as follows:

ARTICLE I

Purpose and Intent

- 1.1 The purpose of this Agreement is to set forth the understandings of the N.I.E.A. and the Board with respect to wages, rates for pay, hours of work and other conditions of employment. Also to provide procedures for adjustment of grievances and to promote the orderly and peaceful conduct of labor relations for the mutual interest of the N.I.E.A. and the Board.
- 1.2 For the accomplishment of the ends set forth above, the N.I.E.A. and the Board encourage to the fullest degree, the friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE II

Recognition

- 2.1 The Board does hereby recognize the N.I.E.A. as the exclusive representative for the purposes of collective bargaining with respect to wages, rates of pay, hours of work and other conditions of employment for all cooks and cooks helpers employed by the Muskegon School District, excluding all supervisors.

ARTICLE III

Management Rights

- 3.1 It is recognized by the N.I.E.A. that the controlling factor throughout all relationships of the Board of Education and the N.I.E.A. contained in the words "working for the welfare and good of all students in the school district".
- 3.2 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights authority, duties and 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:
- A. To the executive management and administrative control of the school system and its properties and facilities, and for such purposes, the appointment of executive, administrative and supervisory personnel and the delegation of their respective duties. (This includes delegation to a third party management company.)
 - B. To select and hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
 - C. To determine methods and schedules of work, including technological alterations, location of work areas, type of equipment, materials and supplies.
 - D. To determine those to be retained after the probationary period.
 - E. To make and enforce reasonable rules and regulations for promoting efficiency, safe practices and discipline.
 - F. To direct the work of employees subject to the terms and conditions of this Agreement, including with respect to any employee, the right to hire, discharge, suspend or otherwise discipline for good cause, promote, demote, transfer, assign jobs or shifts, layoff or relieve from duty because of lack of work or for other proper or legitimate reason and to compel early retirement thereunder for good cause, and determine performance standards in the quality and quantity of work to be produced.

- 3.3 It shall be the rules of construction in determining the meaning of the provisions in Sections 3.1 and 3.2 that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV

Appointments

- 4.1 Each person employed shall be placed on probation for a period of thirty (30) working days. If at the end of this period his/her work is satisfactory he/she shall be considered to be a regular employee and seniority shall date from the first day worked.

ARTICLE V

Classifications, Duties and Compensation

- 5.1 There shall be three classifications of cafeteria employees:

Lead Cooks - This position requires a person with skills in the art of cooking and preparation of food for mass consumption. The duties shall be to assist the supervisor in planning menus, ordering supplies, completing reports, assigning work schedules, and other tasks assigned by the supervisor or designee.

Assistant Lead Cook -

This position requires a person with skills in the art of cooking and preparation of food for mass consumption.

The duties shall be to assist the Lead Cook in tasks assigned by the supervisor. Perform head cook duties when head cook is absent in addition to cooking duties.

Cook - Cooks shall be all other cafeteria employees not assigned to the above classification.

5.2 Rates of pay shall be as follows:

1997/1998

STEP	LEAD COOK	ASST. LEAD COOK	COOK
1	10.62	8.12	7.24
2	10.91	8.52	7.65
3	11.26	8.81	7.91
4	11.50	9.14	8.27
5	11.89	9.46	8.58
6	12.10	9.63	8.77

1998/1999

STEP	LEAD COOK	ASST. LEAD COOK	COOK

It is recognized that many cafeteria employees are employed on a part-time basis. To qualify for an increment, an employee must have been employed for three-quarters of the work days of the previous year prior to September 1, at not less than three (3) hours per day.

All changes in pay rates shall become effective with the beginning of the school year.

5.3 Longevity pay is approved for all qualified cafeteria employees and is payable after completion of years of continuous service as follows. Part-time employees will have longevity prorated.

1997/1998

6-10 YEARS OF SERVICE	\$ 71.30
11-15 YEARS OF SERVICE	\$145.80
16 YEARS OF SERVICE	\$218.72

1998/1999

6-10 YEARS OF SERVICE	\$
11-15 YEARS OF SERVICE	\$
15 YEARS OF SERVICE	\$

ARTICLE VI

INSURANCE

- 6.1 A. The Board shall make premium contribution, upon application, for members of the bargaining unit and their eligible and sponsored dependents, toward MESSA-PAK Program 745 protection, either Plan A or Plan B, for a full twelve (12) month period.

Plan A shall consist of:

MESSA Super Care II
MESSA Negotiated Life \$40,000
MESSA Delta Dental Plan E 007 80/80/80
MESSA VSP-2

The extent of coverage shall be determined by the employee's qualification for one of the following categories:

- a. member
- b. member and spouse
- c. member and child
- d. full family

Plan B shall consist of:

MESSA Negotiated Life \$40,000
MESSA Delta Dental Plan E 007 80/80/80
MESSA VSP-2

Those selecting Plan B shall also be eligible for options in a dollar amount up to the Super Med 1 single subscriber premium. The options may be a non-taxable MESSA Variable Option, or a tax deferred annuity plan. If a husband and wife are both members of the bargaining unit, one (1) shall elect health insurance and the other shall elect options as indicated above.

In the event the Association determines to change MESSA insurance plans, such change, including the identification of the newly selected MESSA insurance plan, must be received by the Board, in writing, no later than forty (40) calendar days prior to the expiration of the MESSA insurance plan contract in force at the time of notification, or no later than five (5) working days prior to the notification deadline required by MESSA, whichever is earlier.

- B. The Board shall provide without cost MESSA-PAK Program 745 (as described above) to all members of the bargaining unit and their eligible dependents from July 1, 1997 through June 30, 2000.

C. Effective July 1, 2000, the Board shall provide one hundred percent (100%) of the cost of the MESSA-PAK Program 745 (Super Med 1) premium, for members of the bargaining unit and their eligible dependents, until such a time as the successor agreement is ratified, at which time the terms of the successor agreement shall apply.

6.2 No employee shall be eligible for coverage under any of the above plans provided for in this article until he/she completes his/her initial probationary period as provided in this Agreement.

The obligation of the Board to provide insurance or options to any employee shall, notwithstanding the above provisions, terminate with the month in which the employee's services are terminated.

The insurance provided shall terminate with respect to any employee who ceases to be on the active employment rolls of the Board, except that individual cases may be subject to review by representatives of the N.I.E.A. and the Board.

6.3 Full-time employees, for the purposes of the Agreement, will be defined as all persons who are employed by the school district for thirty, (30), or more hours per week. Such employees qualify for full benefits. Employees who do not qualify for full-time benefits, but who are employed fifteen (15) hours or more, to 30 hours per week, shall be entitled to one-half the benefits provided. Benefits shall not be granted to probationary employees.

ARTICLE VII

Paid Holidays

- 7.1 The following designated days shall be recognized as granted days to all regular cafeteria employees:

Labor Day
MEA Days (2) New Year's Day
One Mid-winter Break Day (as per school calendar)
Thanksgiving Day
Day following Thanksgiving Day
Day before Christmas
Christmas Day
Good Friday
Hackley Day
Memorial Day
Martin Luther King Day

ARTICLE VIII

Hours of Work

- 8.1 It is recognized that cafeteria employees may work varying schedules which will, for the most part, represent less than forty (40) hours per week. When additional hours are required for special events or dinners, cafeteria workers shall work such additional hours at one and one-half time regular rate for time over eight (8) hours in one day or over forty (40) hours per week. When a cafeteria worker is called upon to work on a Saturday, one and one-half times his/her regular rate of pay SHALL be paid for such service. Sunday and holiday work shall be double time.
- 8.2 Full time employees, for the purposes of this Agreement, SHALL be defined as all persons who are employed by the school district for thirty (30) or more hours per week on a regularly scheduled basis. Such employees qualify for full-time fringe benefits. Employees who do not qualify for full-time benefits but who are employed fifteen (15) to thirty (30) hours per week on a regularly scheduled basis shall be entitled to one-half of the full-time benefits. Benefits shall not be granted to probationary employees.
- 8.3 Preference SHALL be given to cafeteria employees to work extra time for school connected banquets and as a representative for the school when cafeteria facilities are rented to private groups.
- 8.4 For every continuous work period of three (3) hours or more, a fifteen (15) minute break SHALL be allowed within that period.

ARTICLE IX

Health Requirements

- 9.1 If an employee shall be required by the Board of Education, to have a medical examination, the cost of this examination SHALL be paid by the Muskegon Public Schools.
- 9.2 Any T.B. Test, required by the Board of Education, SHALL be paid by the Muskegon Public Schools.

ARTICLE X

Change of Position and Promotion

- 10.1 The Board and the N.I.E.A. subscribe to the principle of upgrading employees who desire promotion and who make contributions necessary to acquire the skill requisite to promotion. Accordingly, it is agreed that preference will be given to employees who acquire the training needed to fill vacancies or for new jobs affording promotion.
- 10.2 When an employee moves to a higher classification he/she shall be placed on the salary schedule in that classification at that same level of year as his/her salary at the time of bidding.
- 10.3 Three qualifications shall be considered in selecting employees for promotion or the filling of vacancies.
1. The work record of the employee.
 2. The ability of the employee to perform the open job.
 3. The seniority of the applicant.

If the applicants are approximately equal the job will be filled by greatest seniority.

- 10.4 When a position becomes available, a notice of such vacancy shall be posted for five (5) work days at Muskegon Senior High School with a copy of the posting furnished to the N.I.E.A. Such posting shall be at a place where the employees can be reasonably expected to notice the posting. All employees shall have the right to apply for any posted position. If there are not qualified applicants, a new employee may be hired. An employee on leave may bid on postings if he/she is ready and able to report for work when awarded the job. If such employee is not available to work, the job would go to the next qualified person with the necessary seniority.
- A. All postings will be up at 4:00 p.m.
 - B. A determination regarding the award of the position will be made within 5 (five) working days from the expiration of the job posting. The president of the N.I.E.A. and the applicant will be notified of the determination.
 - C. The starting date shall be no later than the Monday following the posting of their old job.

ARTICLE XI

Sick Leave

11.1 Leave of absence may be granted for conditions of ill health or for other reasons approved by the Board of Education. No employee, however, shall be granted leave of absence to seek employment elsewhere. Seniority shall be retained during leave of absence. To be eligible for a leave of absence, an employee shall have served satisfactorily for a period of not less than two (2) years. To obtain a leave of absence, an employee must file a request in writing with the Director of Human Resources stating the reason for the request in detail. Leave may be granted only upon approval of the Board of Education.

11.2 A maternity leave shall be granted and taken by any employee pursuant to the provisions of paragraph (Article 11) and to the extent required by applicable law.

The Administration may request a medical statement indicating the last day employee is available to work and the expected date of return.

An employee shall be entitled, upon request, to a leave of absence for one year without pay, to commence at the end of her confinement due to child birth, or at any time during the first year after receiving such custody, if necessary, in order to fulfill the requirements for adoption.

An employee who is granted a parental leave of absence pursuant to the Article above, shall after notifying the Director of Human Resources of a desire to return to active employment, be assigned to the first available vacant position for which he/she is qualified.

11.3 In general, an employee on leave shall be entitled to return to service in the first available opening for which he/she is qualified in the area of food service. The Director of Human Resources shall be notified not less than twenty (20) days prior to the time when employee wishes to return to work following a leave of absence.

11.4 Immediate Family - shall include father, mother, husband, wife, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren and any person in lieu of parents.

11.5 Sick Leave (personal illness)

During the first year of employment, the qualified full time employee shall be allowed sick leave for personal illness at the rate of one (1) day per month of employment or major fraction thereof. Employees working fifteen (15) hours per week or more will be granted half benefits.

No sick leave may be used by a new employee before he/she has completed the probationary period.

Employees who have accumulated sick leave due to previous service but who are unable to begin a new contract year because of personal illness or personal injury shall be allowed to draw upon such sick leave accumulated until it is depleted or until resumption of assigned work, whichever occurs sooner.

After the first year of employment, there shall be an allowance of one (1) day per month up to the maximum of ten (10) days per year for ten (10) month employees and twelve (12) days per year for twelve (12) month employees.

Accumulation of sick leave days will be unlimited.

Additional absences shall result in a loss of pay.

Loss of pay for illness when the employee has not accumulated sick leave to cover the illness shall be repaid to the employee during the school year, if when the sufficient days have been accumulated to cover such sick leave.

The Board of Education reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merits of each individual case. Any employee whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for such time as is necessary for complete recovery (but not to exceed 24 months). Upon return from leave, an employee shall be assigned to the same position, if available, or, if possible, a substantially equivalent position.

The Board of Education contemplates that the use of sick leave will be on an ethical basis in keeping with the high standards of the school profession.

The employee absent because of illness or injury shall, on the request of the Director of Human Resources, present a doctor's certificate or other proof of illness or satisfactory recovery. Such certificate of illness and satisfactory recovery shall be furnished when the period of absence exceeds five (5) days.

- 11.6 Absence of a reasonable length of time but not to exceed five (5) days per school year caused by the serious illness of a member of the employee's own household or a member of the immediate family whose care is the direct responsibility of the employee and requiring the personal attention of the employee will be compensated by payment of the contractual salary.
- 11.7 Food Service Supervisor shall certify to the legitimacy of a claim for compensation for absence covered by Sections 11.5, 11.6 by entering on the payroll the dates and causes for such absence, provided the provisions covering absence due to personal illness, death in the family or death of a relative are complied with.

Employees who may have accumulated sick leave days under the provisions of Section 11.5, paragraph 5, and who terminate their employment with this school system, shall not be compensated by unused sick leave days and said unused sick leave days may not be carried forward in case of subsequent reemployment by this school system. However, cafeteria workers employed in this district continuously for at least ten (10) consecutive years shall, upon retirement, receive twenty (20) dollars for each day of unused accumulated sick leave.

No employee shall absent himself or herself from regular duties for causes other than personal illness, illness in the immediate family requiring the personal attention of said employee, death in the immediate family or death of a relative, except with the prior permission of the Food Service Supervisor. In questionable cases the supervisor will confer with the Director of Human Resources. When, in the judgment of the supervisor and the Director of Human Resources, such absence contributed to the general interests of the school system, compensation may be paid on a full or partial basis.

ARTICLE XII

Other Leaves

- 12.1 Absence of not more than five (5) days per school year caused by deaths in the immediate family shall be compensated as sick leave.

Absence of not more than three (3) days per school year for the death of an aunt, uncle, nephew, niece or first cousin, shall be compensated as sick leave.

No remainder of leave days granted in the immediately preceding paragraph may be accumulated.

Out-of-state deaths may entail an extension of time in ratio to travel time. Such extension is at the discretion of the Director of Human Resources.

- 12.2 Absence with pay not chargeable against the employee's sick leave shall be granted for the following reasons:
- A. Absence when an employee is called for jury service. (Pay the difference between jury pay and regular pay.)
 - B. Court appearance as a witness whenever an employee is subpoenaed to attend any proceeding. (Pay the difference between witness fees and regular pay.)
 - C. Time necessary to take the Selective Service physical examination.

12.3 Personal leave days shall be allowed at the rate of two (2) work days a year, September 1 - June 15), for all employees. Except for emergency circumstances, personal leave shall be allowed only when the Food Service Supervisor has been notified of intended absence eighteen (18) hours or more in advance. No personal leave days shall be allowed during the first thirty (30) days of initial employment except for emergency approval by the Director of Human Resources. Employees who have used two personal leave days and terminate their employment at the end of six (6) months or earlier, shall have one (1) day of personal leave pay deducted from their final paycheck. Personal leave days will not be used immediately prior to or following a holiday or vacation.

Unused personal leave days shall accumulate as sick leave.

ARTICLE XIII

Injury to Employees

13.1 Employees of the Board of Education who are injured in the course of employment are subject to provisions of the Worker's Compensation Act, and after report of injury and investigation, payments of compensation shall be made in accordance with the Worker's Compensation Act.

- 13.2 Consistent with or in addition to the requirements of the Compensation Act, employees shall do the following:
- A. Report immediately, and in a timely fashion, any accident or injury occurring on the premises or while engaged in services for the Board.
 - B. Such reports shall be made to the Food Service Supervisor or building administrator, who shall thereupon require the employee to make a written report which shall be forwarded to the Business Office. In the event the Food Service Supervisor or building administrator is not available, the report shall be made directly to the Business Office.
 - C. Any employee who is absent because of injury or disease in compliance with the Michigan Workers Compensation Law shall receive from the Board the difference between the allotted amount and his/her regular salary for the duration of the illness limited to and deducted from any accumulated sick leave. Number of days of sick leave deducted would be proportionate to the dollar amount contributed in salary by the Board.

ARTICLE XIV

Absence of Employee

- 14.1 All employees who are unable to report for work because of personal illness, illness in the family, or death in the family shall so notify their Lead Cook at least one hour before the employee is scheduled to report for work.

In event the Lead Cook cannot be reached the employee shall notify the Food Service Supervisor.

ARTICLE XV

Retirement

- 15.1 The Board of Education reserves the right to require retirement of any employee whose physical or mental health makes it impossible for such person to meet the normal obligations of his/her regular assignment.
- 15.2 Upon retirement prior to anniversary date Longevity will be paid on a pro-rated basis.

ARTICLE XVI

Payroll Procedure and Check-off of Dues

- 16.1 All employees shall be paid bi-weekly on the Friday following the payroll period in which work is performed. Except for conditions beyond the control of the Board of Education, a warehouse employee will deliver paychecks Thursday, no later than 5:00 P.M. for distribution to second and third shift employees.
- 16.2 Payroll withholding as authorized by the employee will be made for any required employee contribution for insurance benefits authorized by this contract, for the Muskegon Teacher's Credit Union, and other deductions as approved by the Board.
- 16.3 During the life of this Agreement, the Board agrees to deduct N.I.E.A. membership dues regularly and uniformly in accordance with the Constitution and By-Laws of the N.I.E.A. from the pay of each employee who submits to the Board a card, provided by the N.I.E.A., individually authorizing such deduction and assignment as hereinafter provided, in the amount of the N.I.E.A. dues certified to the Board by the Financial Secretary of the N.I.E.A. The deduction of dues shall cover the dues for the month in which the deductions are made, but shall not be applicable to any arrearage occurring prior to the execution of the check-off deduction and authorization form. Authorizations for deduction of dues shall be made in accordance with the following form:

Dues Deduction and Assignment
Non-Instructional Employees Association
of The Public Schools of the City of Muskegon

Date _____

I authorize and direct the Board of Education of the Public Schools of the City of Muskegon, my employer, to deduct from my second paycheck each month following the date hereof, or following the effective date of the Collective Bargaining Agreement between said N.I.E.A. and said Board, whichever first occurs, my regular monthly dues as certified to the Board by the Financial Secretary of the N.I.E.A. such deductions to be made once each month, and to pay such dues to the Financial Secretary of the N.I.E.A.

This authorization of dues deduction and assignment shall not be revocable for a period of one (1) year from the date hereof or until the expiration of the Collective Bargaining Agreement between the Board and the N.I.E.A., whichever occurs sooner, and it shall continue beyond such date until revoked by written revocation signed by me and directed to the Board and to the Financial Secretary of the N.I.E.A.

Employee's Signature

The foregoing deductions shall be made from the second pay of each month and the amounts deducted by the Board, together with a list of the employees for whom deductions have been made, shall be transmitted to the Financial Secretary of the N.I.E.A. as soon as possible, but in no event later than ten (10) days thereafter.

The individual authorization card shall be submitted to the Board at least seven (7) days before the pay day on which the first deduction is to be made and if not so submitted, the Board may defer the deduction until the first payday of the following month.

The N.I.E.A. shall indemnify and save the Board harmless against any and all claims, demands, lawsuits or other forms of liability which may arise out of, or by reason of, action taken by the Board in making payroll deductions as herein above defined. The Board shall not be liable to the N.I.E.A. by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions from the employee's wages earned.

ARTICLE XVII

Dismissal or Change in Classification

- 17.1 A non-probationary employee shall not be disciplined or discharged without just and sufficient cause. In cases where rules call for a penalty less than immediate discharge and a written warning is not required, the discipline administered shall be commensurate with the seriousness of the violation. The Board shall not be obligated to re-employ any employee who had been laid-off or discharged during his/her probationary period.
- 17.2 When the Board is considering disciplinary action* against an employee, the Steward and Chief Steward shall be notified in advance in writing so that the employee may be represented at the time such discipline is invoked. Within five (5) working days of an alleged infraction, an employee shall be notified in writing that disciplinary action is being considered and the reasons therefore. The foregoing time limit shall be waived, however, in those cases where the Board could not have been reasonably expected to know, in a timely fashion, that an infraction had taken place. Copies of such notification shall be provided to the Steward and Chief Steward.

*Disciplinary action shall be defined as suspension, discharge, or written reprimand.

Should an employee choose to not have representation at the time discipline is to be imposed, said employee shall indicate such preferences in writing and provide copies in advance to his/her immediate supervisor imposing said discipline, the Steward and the Chief Steward.

Notwithstanding the provisions above, both parties recognize that cases of gross misconduct may require immediate and direct disciplinary action on the part of the supervisor at the time such offense takes place.

- 17.3 When imposing any discipline on a current charge, the Board will not take into account any prior infractions which occurred more than one (1) year prior thereto. In cases where the discipline imposed on an employee is taken to MERC, however, the parties agree that the work performance of said employee over the prior eighteen (18) month period may be introduced by the Board and shall be subject to the Mediation process.

ARTICLE XVIII

Grievance Procedure

The term "grievance", as used herein, shall refer to any alleged violation of the express terms and conditions of this agreement. A grievant is defined as an employee; a group of employees and/or the Association.

- 18.1 Any grievance which may arise is to be taken up by the employee with the Food Service Supervisor.
- 18.2 If no agreement is reached within two (2) working days, the grievance shall be put in writing and, within five (5) working days, directed to the Assistant Director for Budgets. The written grievance shall be signed by the grievant and Steward or Chief Steward of the N.I.E.A. A meeting between the grievant, his/her Steward or Chief Steward, the Assistant Director for Budgets and the Food Service Supervisor shall be held to resolve the grievance.
- 18.3 If no agreement is reached within five (5) working days, the grievance may be referred directly to the Director of Human Resources who shall respond within five (5) working days.
- 18.4 If the N.I.E.A. is not satisfied with the Director of Human Resources response, it may, within fifteen (15) working days, request assistance in resolving the grievance through the State Employment Relation's Commission as provided by law.

ARTICLE XIX

Notice to New Employees

- 19.1 All new employees, or employees who change classification, shall be given a written notice designating classification, salary, hours and terms of employment and other pertinent information.

ARTICLE XX

Entire Agreement Clause

- 20.1 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 N.I.E.A. 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 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 they negotiated or signed this Agreement. If both the N.I.E.A. and the Board should mutually agree that a need exists to re-open a specific area of this Agreement, negotiations may be initiated on that area during the life of the Agreement.
- 20.2 This Agreement shall supersede and replace, as of its effective date, all agreements between the parties dated prior thereto, or all rules and regulations of the Board which are in conflict herewith.
- 20.3 This Agreement shall be binding upon the Board and the N.I.E.A. and/or its successor. A successor of the N.I.E.A. shall be: (a) a labor organization into which the N.I.E.A. is merged, consolidated, assigned, transferred or reorganized, or (b) a labor organization which is the successor to the N.I.E.A. by operation by law.

ARTICLE XXI

No Strike Clause

- 21.1 The N.I.E.A. agrees that neither its officers, agents or members shall authorize, engage in, condone or ratify a strike. A strike shall be defined to include slow-downs, boycotts, picketing, work stoppages of any kind or any other concerted activities having the effect of interrupting work or interfering with normal school business during the term of this Agreement.
- 21.2 The N.I.E.A. shall not be liable for any violation of this Article, provided that it submits, upon Board request, a written disclaimer of any responsibility for such action.
- 21.3 Any employee who willfully violates any of the above provisions may be disciplined forthwith, up to and including discharge.
- 21.4 No employee on the district payroll shall work for two (2) or more bargaining units when the combined regular work schedules exceed eight (8) hours a day. Any employee under this provision shall be paid at the rate of the position being worked according to the wage scale.

ARTICLE XXII

School Closing

- 22.1 Whenever the Board determines that weather conditions are such that schools will not be conducting regular classroom schedules, notice of this decision shall be communicated by radio, television, or other means, as soon as this can reasonably be accomplished. Unless specifically notified to the contrary, cafeteria employees shall not be expected to report for work. If cafeteria employees are expected to report for work, reasonable extra time shall be allowed for employees to report for work beyond the normal starting time.
- 22.2 When schools are open and employees are unable to report for work because of severe inclement weather, an act of God, or their health and safety are threatened by attempting to report, such employees may utilize a personal leave day without the required eighteen (18) hour prior notice being given. However, the employee must report his/her absence at the earliest possible time.

ARTICLE XXIII

Duration and Termination

- 24.1 The terms of this Agreement are in effect for three (3) years from July 1, 1997 through June 30, 2000.