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ARTICLE 1

AGREEMENT

This Agreement entered into this 1st Day of April, 1998, 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) of the Employer, but excluding all others, including the following: substitute teachers, supervisors, professional, technical and clerical employees, teachers' aides, bus drivers, and custodial and maintenance employees.

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 Union recognizes that the Employer has the responsibility and the authority to manage and direct all of the operations and activities of the District to the full extent authorized by law, that all of the rights and powers that the Employer had prior to the execution of this Agreement are retained by the Employer, and that nothing in this Agreement shall be deemed to limit or control the exercise of the same unless, and only to the extent, they are expressly and specifically limited by this Agreement.

These rights and powers, include, but are not limited to: the rights to hire, direct, assign, recall, demote and promote employees; to reprimand, suspend, and discharge employees for just cause; to lay off employees for lack of work or other legitimate reason; to reduce the work day or work week or effect reductions in hours by combining layoffs and reductions in work day or work week; to select employees for promotion or transfer to supervisory or other positions outside the bargaining unit; to determine the qualifications and competency of employees to perform available work; to change and eliminate job classifications; to establish new classifications and the work content of existing classifications; to maintain discipline, order and efficiency of employees; to plan for and manage its affairs efficiently and economically, including the determination of the quantity and quality of service to be performed; to determine the number of employees assigned to any operations, to determine the labor requirements of the District and to determine and adjust the size of the work force and to determine and adjust the schedules of work; to determine and adjust the means, methods, and procedures of work and to introduce new and improved means, methods eliminate existing means, methods and procedures; to discontinue any service, function or operation; to establish, revise and maintain and enforce work standards.

Section 2. Except as otherwise provided herein, all reasonable rules, regulations, policies, procedures, and practices of the Employer shall remain in full force and effect and may be changed, updated and supplemented from time to time, provided that they do not conflict with an expressed limitation in this Agreement.

It is specifically understood, without limiting the generality of the foregoing, that the Employer shall have the right to make reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining safety, discipline, security, efficient and/or effective operations. The Employer shall make the employees aware of new or modified rules and regulations prior to implementation. The rules and regulations shall not limit the Employer's right to discipline or discharge employees under appropriate circumstances, whether or not the cause for such action is addressed in said rules.

Section 3. As is presently the case, supervisory personnel and other employees of the Employer not included in the bargaining unit represented by the Union may perform any work, including work ordinarily done by members of the bargaining unit represented by the Union. However, this Section is intended to provide for temporary or occasional relief and will not be used to displace bargaining unit employees.

Section 4 The Employer's right to transfer employees will be exercised in accordance with the following: a) If the transfer occurs in connection with a layoff situation, the procedures set forth in the last paragraph of Section 2, Article XII, Layoff and Recall, will be observed, b) In all other cases of transfer, the Union and the employee will be given a prior opportunity to meet with the Employer and discuss the impact of such transfer.

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. 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 to distribute Union material.

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. Moneys 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.

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) Discussion of problem between employee and immediate supervisor.
- b) Written warning 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 shall be an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement. It is expressly understood that, if the application or enforcement of a Board policy or regulation causes such alleged violation of a term of this Agreement, the application or enforcement of such policy or regulation may be challenged by a grievance.

Section 2. The Union shall designate representatives) to handle grievances. The Employer hereby designates the applicable Supervisor, or his/her designee, to act as its representative at Level One as hereinafter described, and the Superintendent, or his/her designated representative, to act at Level Two as hereinafter described.

Section 3. The term "days" herein used shall mean business working days.

Section 4. Level One: An employee, group of employees, or the Union, believing themselves wronged by an alleged violation of the expressed provisions of this Agreement, shall, within fifteen (15) days of when the Grievant knew or reasonably should have known of the alleged occurrence, orally discuss the matter with the Supervisor in an attempt to resolve same. The Supervisor will respond to the Employee within five (5) days on the form attached to this Agreement.

Section 5. Level Two: If the Grievance is not resolved at Level One, it may be reduced to writing on the form attached to this Agreement and presented to the Superintendent or designee(s) within five (5) days of the Level One response. Within five (5) days of the receipt of the Grievance, the Superintendent or designee shall arrange a meeting with the Grievant and the Union Representative. Within five (5) days of the discussion, the Superintendent or designee shall

render a decision in writing with the disposition of the Grievance, transmitting a copy of the same to the Grievant and the Union. If no decision is rendered within five (5) days of the Level Two decision or the decision is unsatisfactory to the Union, the Union may appeal same to the Board of Education by filing a written appeal with the Secretary of the Board within fifteen (15) days after the receipt of the Level Two decision.

Section 6. Level Three: Upon proper appeal as specified in Level Two, the Board shall allow the Employee, and the Union representative, an opportunity to be heard at the Board meeting for which the grievance is scheduled. Within fifteen (15) days of the meeting the Board shall render its decision in writing. The Employer may hold future meetings therein, may designate one or more of its members to hold future meetings therein, or otherwise investigate the grievance, provided, however, that the Employer will provide its answer to the Grievance within fifteen (15) days after the initial meeting.

Section 7. Level Four. If the Union is not satisfied with the disposition of the Grievance at Level Three or if no disposition has been made within the period provided above, the Union may submit the Grievance to arbitration before an impartial arbitrator. Each party striking a name until one remains will select the Arbitrator from the following panel: Elliott Beitner, Barry Brown, William Daniel, Joseph Girolamo, Mark Glazer, Patrick MacDonald and George Roumell. The order of striking will be determined by a coin toss. Subject to Section 15 A. of this Article, both parties agree to be bound by the award of the Arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the Arbitrator shall be shared equally by the Union and the Employer.

Section 8. The number of days indicated at each level may be waived by mutual written consent of the Employer representative and the Grievant/Union.

Section 9. All grievance procedures and investigations by the Union will be processed during times, which do not interfere with assigned duties.

Section 10. Back pay adjustments, where applicable, will be limited to the date the alleged violation occurred, and to the amount actually lost, with deduction of all sums earned, or which, by the exercise of reasonable diligence, would have been earned during the back pay period. The Employer will have no liability for any special compensation claim.

Section 11. 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 presently has, provided that, if any 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.

Section 12. In the course of investigation of any grievance, representatives of the Union will report to the principal or other Supervisor of the building being visited and state the purpose of the visit immediately.

Section 13. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.

Section 14. The enclosed written grievance form shall be mutually agreed upon and must be used by the employer and the Union. A reasonable supply of the forms shall, at the beginning of each school year, be supplied to the Union. All persons involved in the grievance shall have a copy of the grievance form.

Section 15. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

a) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him. It is further specifically agreed that 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 discretion for that of the Employer or the Union where such discretion has been retained by the Employer or Union, nor shall the arbitrator exercise any responsibility or function of the Employer or of the Union. The decision of the arbitrator shall be final and binding on both parties.

b) No decision in any one case shall require a retroactive adjustment in any other case.

c) The Arbitrator shall have no power to establish salary scales.

Section 16. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Employer shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible.

Section 17. Notwithstanding the expiration of this Agreement, any claim or grievance arising and properly filed thereunder may continue to be processed through the grievance procedure until resolution.

Section 18. Grievances filed as Union grievances may, at the option of the Union, be initiated at Level Two of the grievance procedure, within fifteen (15) days after the Union knew or should reasonably have known of the occurrence of the alleged violation.

Section 19 If an individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so.

Section 20. Expedited Arbitration. The Union, with the prior written consent of the Employer, may process a grievance via the expedited grievance procedure outlined as follows:

a) The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) days after submission, the Superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve the dispute.

b) If the dispute is still not resolved to the Union's satisfaction within seven (7) days of the initial hearing between the Superintendent or his/her designee and the Union, as above described, the Union may appeal the grievance to an Arbitrator and the parties agree to generally follow the American Arbitration Association's rules of expedited arbitration.

c) Except as provided otherwise in this Section, expedited arbitration shall be subject to all of the provisions of this Article.

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 classification 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. No later than thirty (30) days following the ratification of this Agreement, and by March 1, thereafter, the Employer shall 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.

Section 4. Termination of Seniority. Seniority and other benefits covered by this Agreement, and the employment relationship, will be terminated for the following reasons:

- a) If the employee voluntarily quits or retires;
- b) If the employee is discharged for cause;
- c) If the employee is absent for any cause from work for more than three (3) working days without notifying his/her Supervisor, unless he has a valid excuse for such failure to give notice;
- d) If the employee fails to return to work after expiration of a leave of absence or vacation leave, unless he has a valid excuse for such failure;
- e) If the employee fails to return to work after recall within ten (10) days after receiving notice of recall, unless he has a valid excuse for such failure.
- f) If an employee has worked at least two (2) full years consecutively and has been on displacement layoff from the District for a period of twenty-four (24) months, or his/her length of service at the time of layoff, whichever is greater, and has not been recalled to a bargaining unit position.

g) If the employee violates a restriction of a leave of absence, or gives a false reason for obtaining a leave of absence or works for remuneration while on approved leave of absence unless such work for remuneration is done with the prior written consent of the Employer.

h) If the employee makes any false representation, whenever discovered, relating to his/her physical condition which bear on his/her physical suitability for employment, or any false representation, whenever discovered, on his/her employment application.

A "valid excuse" for the purpose of item (c) shall consist only of an accident or sickness making it impossible for the employee to have notified his/her Supervisor within the stated period; and for the purposes of items (d) and (e) shall consist only of an accident, sickness or traveling distance making it impossible for the employee to return at the stated time, providing the employee notifies his/her Supervisor of this reason at the earliest possible date.

ARTICLE 12

LAYOFF AND RECALL

Section 1. Layoff shall include: a) the displacement of an employee, and b) a reduction of twenty-five percent (25%) or more, in an employee's scheduled available work. A layoff may result from lack of work, economic considerations, or other reasons that in the estimation of management require reductions in the work force or in the amount of work to be performed or in the manpower required to perform the work.

In applying Part (b) of the definition of layoff (twenty-five percent or greater reduction in available work) overtime or extra duty work shall not be included in determining an employee pre-reduction work level. Post-reduction work levels shall be determined based on average hours of work over a period of the six (6) consecutive weeks, preceding the week during which the employee claims he/she reached the 25% reduction level. In addition, the reduction of twenty-five (25%) or more must occur within a six month period.

A layoff situation may include a combination of both types of layoffs i.e., displacement of employees and twenty-five percent (25%) or greater reduction in hours for other employees.

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 layoffs involve both displacement of certain employees and reduction of hours greater than twenty-five (25%) for other employees, the foregoing system will be applied so that the most junior employees are displaced, and the next most junior employees are reduced in hours. If a layoff involves only reduction in hours, and not displacement, the most junior employees will likewise be those affected.

If the Employer utilized 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. (With respect to employees who have been reduced in hours by twenty-five percent or more, the Employer will on a continuing basis consider the possibility of increasing hours of work.)

- 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 layoffs, recalls and related matters prior to their implementation.

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.

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, upon the Union's request. 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 local 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; pay rate.

Section 3. Any seniority employees who are working in a classification other than the job posted, who are qualified to perform the job, and who has not successfully bid on a vacancy within the previous six (6) months, will be eligible to bid on the job.

Section 4. Job bids 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 bid, 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, at any time during which the employee may be disqualified by the Employer or may disqualify him/herself. 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 for a full working day or longer will be paid the rate for that classification or the employee's regular rate, whichever is higher.

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 shall include a lunch period and/or a rest period(s). The total time shall not exceed thirty (30) minutes for employees working more than 4.5 hours. Those working less shall have one fifteen (15) minute rest period. The lunch and rest periods shall be reasonably scheduled by the Kitchen Manager or the Superintendent 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 employees) 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.

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 Days. All employees shall be guaranteed their regular number of hours on days when weather causes a delay by remaining for the scheduled time lost.

On days when school is canceled due to weather and not rescheduled, the employees shall be compensated at the regular day's rate.

On days when school is canceled due to weather and is rescheduled, the employee shall be compensated for the make-up day.

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 LEAVE OF ABSENCE

Section 1. Discretionary Leave. An employee may be granted an unpaid leave of absence for personal reasons, or an extension of such a leave, for any period not to exceed thirty (30) calendar days. The leave shall be requested in writing, shall be submitted to the Superintendent, and the request shall state the reasons for the leave or extension. The granting of such leave or extension shall be within the discretion of the Superintendent. Such leave or extension 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. Requests for personal leaves and for extensions shall be considered based upon the reason for the leave or extension and the effect of the leave or extension 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) An employee granted sick leave of absence upon his/her verbal request, or one made in his/her behalf by another, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing, together with such evidence of his/her need for leave as the Employer may require including, if required, a doctor's certificate.

d) 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.

e) 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.

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

g). 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.

h) 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.

i) At its expense, the Employer may require an employee to be examined by a doctor who is mutually agreeable to both the employee and the Employer, 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, (subject to the provisions of Article XI, Seniority); 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.

ARTICLE 17

PAID LEAVES OF ABSENCE

Section 1. Personal Business Leave. Full-time employees will be allowed one (1) day personal business leave. This one day, if not taken, can be accumulated up to three (3) days over a three (3) year period. Arrangements for such leave must be made 24 hours in advance with the immediate supervisor.

ACCEPTABLE

- A. Legal, banking, and real estate matters involving the employee and the banker, lawyer or broker.
- B. Critical injury of a relative with whom the employee is close.
- C. To attend the wedding of another member of the employee's immediate family, or to attend a wedding in which the employee is a member of the wedding party.
- D. Funeral of a close friend.
- E. Other requests will be reviewed, and if granted, similar requests would be approved for all non-teaching employees.

NON-ACCEPTABLE

- A. Any form of recreation such as an extended holiday, vacation, hunting, fishing, travel, sporting events, reunions, picnics, birthdays, weddings, etc.
- B. Housekeeping, shopping, preparation for social events, or home improvement projects.
- C. Job interviews and routine physical examinations.

- D. Lottery drawings, political campaigns or events, participation in volunteer organizations, or other events and activities where attendance is not required.
- E. Transportation problems.
- F. Note: While the above are unacceptable with pay, some of them may be acceptable without pay.

Section 2. Paid Sick Leave. Sick leave for full-time and part-time cafeteria employees shall be 1 day per month, with a maximum of 10 days per year, to accumulate to 75 days. The Board reserves the right to require reasonable proof of illness including a doctor's certificate where a pattern of sick leave indicates abuse.

Section 3. Family Emergency Leave. Up to three (3) days per death, of the accumulated sick leave allowance, may be used for a death in the immediate family and/or emergency in the immediate family. 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.

Section 4. Jury Duty. In the event a cafeteria 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. Four (4) paid holidays will be given to each employee, in a separate check, the first pay period in January if permissible by auditing procedures and Internal Revenue Service rules.

ARTICLE 18

COMPENSATION AND BENEFITS

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

Benefits

Paid Retirement. Beginning July 1, 1975, the Board will pay the employer share of retirement.

Insurance Benefit. Food Service employees who work three and one-half (3 1/2) hours per day or more shall receive the following additional amount added to their salary. This amount may be applied to hospitalization insurance if desired. Employees working less shall receive a pro rata amount.

Years of Service	Ins. Benefit Per Month	Ins. Benefit Per Year
0	\$20	\$240
1	\$21	\$252
2	\$22	\$264
3	\$23	\$276
4	\$24	\$288
5	\$25	\$300
6	\$26	\$312
7	\$27	\$324
8	\$28	\$336
9	\$29	\$348
10	\$30	\$360

"Years of Service" is measured from the employee's last date of hire by the District.

The Employer shall establish and implement an IRS Section 125 Plan.

Uniforms. Based upon submission of valid receipts, each employee shall receive an annual clothing allowance of \$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.

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 11:59 P.M., June 30, 2000.

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 WAYUOTFD UNION SCHOOLS

By

Michael O. Kelly
Robert J. Wiersma
Pamela F. Robbus

WAYLAND UNION FOOD SERVICE
ASSOCIATION, MEA-NEA

By

Susan Lee Phipps
Helen P. Allen
Lois Battie

SCHEDULE A

Annual Step	Kitchen Manager	Kitchen Asst.	Van Driver	Kitchen Help
1	7.54	7.15	7.15	6.30
2	8.14	7.74	7.74	6.80
3	8.47	8.07	8.07	7.10
(7/1/97)4	8.87	8.45	8.45	7.45
(7/1/98) 5	9.18	8.74	8.74	7.71
(7/1/99) 6	9.50	9.04	9.04	

NOTE: Kitchen Helpers hired prior to April 1, 1998, shall be compensated at the following schedule for as long as they remain in the Kitchen Helper classification (Schedule A applies to Kitchen Helpers hired on or after April 1, 1998:

1997-98.

1. 6.30
2. 7.02
3. 7.72

The Head Cook Production will be paid \$0.25 per hour above the applicable schedule rate:

Longevity. Employees beginning the 5, 10, 15, 20 continuous years of service in the District shall receive longevity adjustments as follows:

- | | |
|----------|-----|
| 5 years | .15 |
| 10 years | .30 |
| 15 years | .45 |
| 20 years | .60 |

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 MSFSA-ASFSA.

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

- | | |
|----------|--|
| .05/hour | Course # 100 "Basic" |
| .05/hour | Course # 120 "Sanitation and Safety" |
| .10/hour | Additional courses beyond 100, 120 with a maximum of .50/hour for all education. |

For eligible employees, this credit will be retroactive to July 1, 1997.

LETTER OF UNDERSTANDING

For the
WAYLAND UNION SCHOOLS
And the
WAYLAND UNION FOOD SERVICE EMPLOYEE ASSOCIATION

The parties agree to the following procedure in the distribution of overtime for Food Service employees.

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.

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 manger.

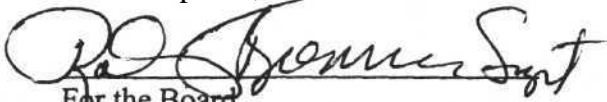
- Back to School Banquet
- Forgotten Man Ministries Banquet
- Honor's Banquet
- Retirement Banquet

OVERTIME BY SCHOOL

Services for the following shall be provided according to a building seniority list with the ability to request a kitchen manger. This will apply to any banquets that might occur during the school year. For example, but not limited to:

- Athletic Banquets
- Fund Raisers
- Bazaars
- Dahlia Festival Activities

Dated: April 1, 1998

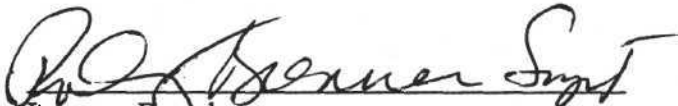

For the Board


For the Association

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



Wayland Union Schools

Wayland, Michigan 49348

RECEIVED

JUN 2 5 1993

WAYLAND ADMINISTRATION
OFFICE

Robert Brenner
Superintendent
835 E. Superior Street
616/792-2181

June 17, 1998

Thomas J. Tarnutzer
Assistant Superintendent
835 E Superior Street
616/792.2181

Mrs. Susan Philp, President
MEA Food Service Union
846-137*^b Ave., RR#1
Wayland, MI 49348

Marc Faber
Business Manager
835 E Superior Street
616/792.2181

Dear Susan:

Stephen Berget
Transportation
Supervisor
314 Pead Street
616/792-2262

Despite our best intentions in reviewing the printed contract prior to distribution, you have made me aware of an error that needs to be corrected. On page 40 in the insurance benefits section, the following sentence needs to be removed:

"Employees working less shall receive a pro rata amount"

Penny Axe
Supervisor
Special Education
316 Peari Street
616/792-3069

If you agree with this correction, please sign below in the space provided for your signature and then return this letter to me. We will then send a copy of this letter to all union members. Also, we will place it in extra copies of the contract that have been printed.

Barry Sebright
Supervisor
Operations & Maintenance
Central Receiving
324 Sycamore Street
616/792.2012

Sincerely,

Thomas J. Tarnutzer
Assistant Superintendent

Mike Hagerty
Supervisor
Food Services
870 E Superior Street
616/792-2431

Susan Philp, President
MEA Food Service Union

Kathy Olson
Communications Specialist
316 Pead Street
616/792-3144

c: Mr. John Fri:son
Mr. R709CZ Br-ar.ner

