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6/30/99

MASTER AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS
LOCAL 214

July 1, 1996 - June 30, 1999

CAFETERIA WORKERS

Ann Arbor Public Schools



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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section of II of Act 379, Public Acts of 1965, for All Cafeteria Employees who work three (3) hours or more per day and a minimum of fifteen (15) hours per week in the positions of: Head Cook, Assistant Cook, Head Cashier, Cafeteria Assistant (elementary and secondary), and Cafeteria Assistant-Food Deliverer. Excluding: High School Managers, Intermediate School Managers, Supervisor of Food Services, Substitutes, and all other employees.
- B. The Board agrees not to negotiate with any organization or individual other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance, providing the grievance policy as hereinafter defined in this Agreement is followed.
- C. It is mutually agreed and understood that this Agreement shall require the signed approval of the Union representative, the President and the Secretary of the Board of Education of the Public Schools of the City of Ann Arbor, Ann Arbor, Michigan, parties to this Agreement, in order to be binding upon the Union and the Board.

ARTICLE II

UNION SECURITY

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee as regards such matters.
- B. All employees in the bargaining unit recognized by this contract shall as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and present employees. Such payments shall commence with the first pay thirty-one (31) days after the effective or execution date hereof, whichever is later, and for the probationary employees with the first pay sixty-one (61) days after the date of employment.
- C. If any provisions of this Article are invalid under Federal Law or Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal, State, and City Law or shall be renegotiated for the purpose of adequate replacement.
- D. During the period of time covered by this Agreement, the Board agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount to the Union, provided, however, that the Union presents to the Board authorizations, signed by such employee, allowing such deductions and payments to the Union.

1. Amount of initiation fees and dues will be certified to the Board by the Secretary-Treasurer of the Union.
 2. Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the Board and transmitted to the Union in the same manner as Union dues and initiation fees.
 3. Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not by the Board.
- E. The Union agrees to save the board harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement.
- F. In the event that an authorization to deduct is not signed by an employee, the services of such employee shall be discontinued thirty (30) days after notice of the fact is given to the Board if the employee has not made such an authorization by that time. Back dues shall not be imposed upon employees for a period prior to notification of the Board by the Union that the employee has refused to authorize the deduction.
- G. The Union and its members may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building administrator. The Chief Steward may request use of Board of Education equipment so long as such use does not interfere with the operation of the Board of Education. The Chief Steward may post notices on any bulletin board ordinarily designated for Union use.
- H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all readily available public information concerning the financial resources of the District, a copy of the adopted budget and such other readily available public information as will assist the Union in developing contract proposals and to process any grievance or complaint.

ARTICLE III

MANAGEMENT RIGHTS

- A. Except as specifically limited in this Agreement, the Employer retains the sole right to manage its business, including the rights:
1. To decide the number and location of its schools and other buildings and program areas (Establishments) and to open new ones and close or discontinue existing ones;
 2. To determine, from time to time, the educational, recreational, and other programs, and the equipment and supplies for each Establishment;
 3. To set, from time to time, the opening and closing days and hours of each Establishment and, correspondingly, the beginning and end of the regular shift of Employees working at such Establishment;

4. To maintain order and efficiency in each Establishment and schedule work at each Establishment for Employees not regularly assigned thereto;
 5. To determine the number and classifications of its employees and to hire, lay off, assign, transfer, promote and discharge, or otherwise discipline Employees;
 6. To establish and enforce work standards which shall be set on the basis of normal working conditions, the quality of workmanship to be accomplished and the normal working capacities of normal experienced employees;
 7. To employ part-time workers, or contract work out, as the work to be done may require. Part-time shall be defined as working less than three (3) hours per day and fifteen (15) hours per week;
 8. To make reasonable rules and regulations from time to time for the purpose of maintaining order, safety, and efficiency and, after notice to the Union and to the Employees, to require compliance therewith;
 9. Except as limited by this Agreement, to assign overtime and, in emergencies, to call Employees to work prior to their regularly scheduled starting time or to require work during normally scheduled rest or lunch;
 10. To assign Employees temporarily to work outside of their normal job classifications.
- B. Terms and conditions of employment and other rules and regulations concerning employee conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Board presently in effect. Any revisions to the present rules and regulations shall not be inconsistent with the provisions of this Agreement and shall be implemented only after due notice to the Union and opportunity for the Union to express any concerns and objections it might have.
- C. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules and regulations shall be adopted or revised which shall violate any of the express terms of this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

- B. For the purpose of the Agreement, a "grievance" is defined as a problem or complaint submitted by an employee in the bargaining unit involving an alleged violation and/or interpretation of any provision of this contract. As used in this Article, the term "employee" shall mean, also, a group of employees having the same grievance. Should any such grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1

Within ten (10) days of the date the grievance is alleged to have initially occurred or the grievant could reasonably become aware of the grievance, the aggrieved employee shall meet with his/her immediate supervisor. The employee may have the steward present. If a verbal decision is not forthcoming or is unacceptable within five (5) days, the grievant shall reduce the grievance to writing on the regular grievance form provided by the Union and submit it to the immediate supervisor within five (5) days. A written response from the immediate supervisor shall be made five (5) days from receipt of the written grievance.

Step 2

Within five (5) days of receipt of the written response, the grievant shall submit the grievance to the Supervisor of Food Services who shall meet with the aggrieved employee and steward within five (5) days of receipt of the grievance. A decision from the Supervisor of Food Services shall be written and submitted to the Union within five (5) days of the meeting.

Step 3

If the grievant is not satisfied with the response of the Supervisor of Food Services, the written grievance and the response shall be delivered to the Executive Director of Auxiliary Services within ten (10) days. Within five (5) working days of the receipt of the appeal the Executive Director of Auxiliary Services shall meet with the grievant and the Union, and shall then deliver his/her decision in writing to the grievant and the Union representative within five (5) days after such meeting.

Step 4

If the grievant is not satisfied with the decision of the Director of Auxiliary Services or if no decision has been given within the limits provided, the grievance shall within five (5) days from receipt of response, or lack thereof, be filed in writing with the Executive Director of Human Resource Services. Within five (5) days from receipt of the grievance, the Executive Director of Human Resource Services shall arrange to meet with the grievant and the Union representative and shall deliver his/her decision in writing to the grievant and the Union representative within five (5) days after such meeting.

Step 5

If the decision of the Executive Director of Human Resource Services is unsatisfactory the Union may, within ten (10) days after receipt of response submit the grievance presented in the previous steps for arbitration under the rules of the American Arbitration Association. The grievance panel of the local union shall have the right to determine whether or not the grievance is qualified to be submitted to arbitration by the union. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement or to decide any issue not constituting a grievance. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union.

- C. If the Union fails to abide by the time limits set forth, the grievance shall be deemed settled with the position filed.
- D. All grievances must contain:
 - 1. The provision allegedly violated;
 - 2. The relief sought;
 - 3. The date of the alleged violation; and
 - 4. It shall be signed by the aggrieved employee.
- E. In the event a grievance is upheld, no claim for back pay or other benefits based thereon shall exceed the pay and other benefits to which the grievant would have been entitled hereunder except for such grievance, less any unemployment compensation (except to the extent it must be repaid to the State) received during the period of back pay.
- F. All days in this provision shall mean working days.

ARTICLE V

EXTRA CONTRACT AGREEMENTS

Section 1

It is understood by this Article that as long as there are sufficient employees and equipment the parties hereto shall not use any leasing device to a third party to evade this contract for any work normally done during the normal work week. This section shall not, however, apply to work where it can be shown that a lease agent can perform the service more economically. Prior to using a new leasing agent, the Union will be notified and offered a conference in which the Union may offer input to the Board designees regarding the decision.

ARTICLE VI

STEWARDS

Section 1

The Board recognizes the right of the Union to designate three (3) stewards, one (1) Chief steward and two (2) Alternate Stewards from the seniority list. The duties and responsibilities shall be to present grievances to the Board and/or its' representatives.

Section 2

To facilitate the discharge of said responsibilities and duties, the Board agrees to permit the stewards release from employment duties without loss of time or pay, for up to a combined total of eight (8) hours per week, in accordance with the terms of this contract Agreement. This time will be allowed, after first obtaining permission from the immediate Supervisor, for the transmission of messages and information originating with or authorized by the Union or its officers provided:

- A. Such messages have been reduced to writing, and
- B. Such messages do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Board's business.

Section 3

Additional time, exclusive of the eight (8) hours indicated above, may be allowed for the presentation of grievances to the Board or its representatives (through the steps of the grievance procedure) at a time mutually agreeable to the Union and the Employer.

ARTICLE VII

DISCIPLINE AND DISCHARGE

- A. No employee shall be disciplined (written reprimand, suspension, or discharge) without just cause. In case of discharge, a copy of the notice shall be sent to the Union.
- B. The Board agrees, upon discharge or disciplinary action involving a written reprimand of an employee, to notify the steward who represent the employee if requested by the employee.
- C. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward and the Board will make available an area where he/she may do so. Upon request the Board or their designated representative, will discuss the discharge or discipline with the employee and the steward.
- D. A pattern of absenteeism shall be considered just cause for discipline.

- E. Should the discharged or disciplined employee consider the charge to be improper, a complaint shall be presented via the grievance procedure.
- F. The Board agrees to follow a policy of progressive discipline. However, any disciplinary action against an employee may commence at any level of discipline up to and including discharge.
- G. In imposing discipline (or discharge), the Board may take into consideration dissimilar infractions which occur during a 12-month period. The same or similar infractions may be considered for a period of 36 months.

ARTICLE VIII

SENIORITY

- A. A newly hired employee shall be on probationary status for sixty (60) work days taken from and including the first day of employment. If any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory, he/she may be dismissed by the employer during this period without recourse of appeal by the Union. Probationary employees who are absent during the first sixty (60) work days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked.
- B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.
- C. An employee will lose his/her seniority and terminate his/her employment with the Board for the following reasons:
 - 1. The employee quits or retires.
 - 2. The employee is discharged and the discharge is not reversed.
 - 3. The employee is absent for three (3) consecutive working days without notifying his/her supervisor. In proper cases exceptions may be made.
 - 4. The employee fails to return to work when recalled from layoff as set forth in the recall procedure.
 - 5. The employee gives a false reason for leave of absence.
- D. When more than one (1) employee is hired on the same day, seniority will be determined by alphabetical sequence of last name.
- E. The Board will notify, in writing, the Chief Steward of the Union of any new hires into bargaining unit positions, or terminations from same, within ten (10) working days of such occurrence. The Board shall provide to the Chief Steward of the Union an up-to-date chronological seniority list, including job classifications, salary category, and step, during October and April of each year.

ARTICLE IX

JOB BIDDING VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any cafeteria position in the District shall occur, the Supervisor of Food Services shall publicize the same by giving written notice of such vacancy through school mail to be posted in each cafeteria. When such vacancies occur during the summer months (prior to school cafeteria openings), anyone filling the position will be considered temporary only, giving adequate time (not to exceed five (5) days) for all employees to bid. At other times during the school year, if within five (5) days of written notification there is no response from within the Union membership, the Supervisor of Food Services may fill the vacancy on a permanent basis.
- B. Any employee may apply for such vacancy. In filling such vacancy, the Supervisor of Food Services shall give due weight to such factors as the background, qualifications, and the length of time the applicant has been a Cafeteria employee in the Ann Arbor School System. An applicant with less service shall not be awarded such position unless his/her qualifications are superior to applicants with longer service. Upon request, the more senior employee will be given the reasons, in writing, for the denial of the position.
- C. A forty-five (45) day probationary period shall apply to all promotions and transfers into positions of Food Deliverer-Cafeteria Assistant, Head Cook, Head Cashier, and Assistant Cook. All other positions shall have a thirty (30) day probationary period. This probationary period shall be used to determine:
1. His/her desire to remain on the job, and
 2. His/her ability to perform the job.

During the forty-five (45) day probationary period the employee may elect to revert to his/her former position in which case he/she shall not be eligible for another vacancy or promotion for ninety (90) days. In the event of a reversion, the next most senior applicant from the original posting, who meets the qualifications will be offered the position. If this person does not accept the position, the person displaced as a result of the reversion will be placed in the originally ally posted position. If the second person from the seniority list accepts the position, the displaced person will be placed in the newly vacated position held by the second person from the seniority list. This procedure shall occur only one (1) time for each vacant position.

Upon successful completion of his/her probationary period, the employee must remain in this position for a minimum of six (6) months. However, this shall not apply to promotion which would result in an increase in pay for the employee.

- D. All Cafeteria employees are encouraged to train and prepare for promotional opportunities.

ARTICLE X

WORK WEEK

- A. The individual's normal work day shall be ordinarily determined prior to the start of the school year and so communicated to the employee. When cuts in regularly scheduled hours must be made, less senior employees in the same classification and school will be reduced in hours first, provided that over-all ability to do the job is maintained. When additional hours per day are available, senior employees who are qualified will be given priority consideration so long as the hours increased are not an unreasonable addition to an individual's normal assignment not to exceed eight (8) hours per day.
- B. Supervisors not covered by this Agreement will not perform work beyond that performed during the 1985-88 school years if such performance of work will result in loss of normal work of a bargaining unit member. This provision shall not be construed to require hiring of substitutes or assignment of overtime.
- C. Any employee called in for work will be paid for two (2) hours minimum call-in pay.

ARTICLE XI

WORKING CONDITIONS AND ASSIGNMENTS

It is hereto understood by the parties that the assignments of duties to any employee shall be vested with the Employer consistent with the provisions outlined in this Agreement.

- A. The Board reserves the right to make temporary changes in assignment with no loss of hourly pay to the employee, not to exceed 45 calendar days.
- B. Employees assigned temporarily to a higher paying category for ten consecutive days shall be paid on the basis of the higher paying category beginning with the eleventh consecutive day and retroactive to the first day of the assignment. Employees may temporarily work in a lower category in which case the employee will not suffer loss in his/her hourly rate.
- C. All evening work shall be offered on a voluntary basis. If no volunteers are forthcoming the Board will assign an individual to the task. If assignment is necessary it shall be on a rotating basis in reverse seniority by building and classification.
- D. The Board agrees to release two (2) employees from each secondary school that has six (6) or more Cafeteria Employees, to attend the annual State Meeting of the Michigan A.S.F.S.A. without loss of salary for up to three (3) days.

ARTICLE XII

LAYOFF, RECALL, AND BUMPING

- A. In the event of a reduction in force or elimination of positions, the following procedure shall be applied:
1. Any employee whose job has been eliminated may bump any less senior employee in his/her pay grade or any less senior employee in a lower pay grade provided he/she can perform the duties of the new classification. Pay grade shall mean category.
 2. Any employee so bumped may bump by similar procedure until all jobs have been filled.
 3. Any employee not desiring to bump shall be voluntarily laid off and placed on a preferred eligibility list, for twelve (12) months, for recall to any subsequent vacancy in his/her previous category or below, shall be notified by the Board of all such subsequent vacancies, and shall be granted five (5) days to make application. Failure of said employee to accept a job vacancy within a year shall, absent a mutually agreed to extension, result in his/her termination. Preferred eligibility shall not be construed to mean preferment over personnel with superior seniority who are not on lay-off status.
 4. No employee shall be entitled to bump into a position for which he/she has not the present ability (within ten (10) days) to satisfactorily perform the work. In order to bump, an employee must meet the minimum qualifications.
 5. Seniority shall be bargaining unit seniority.
 6. Part-time employees shall be laid off first.
 7. The Board will notify in writing each employee whose position is being eliminated and simultaneously apprise the Union. Employees being laid off will receive at least two (2) weeks notice.
- B. Recall shall occur in order of reverse seniority for the pay grade of the vacancy. Employees being recalled shall, by certified mail (to the last known address) or by other provable means of delivery, be notified of vacancies in their previous pay grade or below and be entitled to ten (10) calendar days in which to notify the Personnel Office of their willingness to accept the positions available. Failure to so notify shall be considered a quit, provided any employee may elect placement on the preferred eligibility list (above), instead.

ARTICLE XIII

UNIFORMS

1. By the accounts payable date immediately following the back to school meeting each employee shall receive forty (\$40.00) dollars for the purpose of purchasing uniforms and thirty-four (\$34.00) for the purchase of appropriate shoes.
2. The dress code standards shall be:
 - a. Dark blue slacks/white top
 - OR
 - b. White dress
 - c. Appropriate shoes

ARTICLE XIV

CONTINUING EDUCATION

Section 1

Any full time employee may, on a non-fee basis, enroll in any one (1) established course of his/her choice per semester in the Ann Arbor Public Schools Continuing Education program. "Established" shall be deemed to mean a course for which enrollment level equals that necessary to conduct it, and the employee shall pay any charge for any materials used.

ARTICLE XV

HOLIDAYS

- A. The following days will be considered holidays, unless school is in session: Thanksgiving Day, the day after Thanksgiving, last working day before Christmas, Christmas Day, last working day before New Year's, New Year's Day, and Memorial Day.
- B. In order to qualify for straight time holiday pay employees must be on the payroll the last scheduled workday before the holiday and the first scheduled workday after the holiday.
- C. Each employee shall receive pay only for those holidays which fall within his/her employment year. Should such a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered the holiday. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
- D. Employees will receive their normal daily wages on holiday.

- E. Holidays will be treated as time worked.

ARTICLE XVI

BEREAVEMENT LEAVE

When death occurs in the employee's immediate family, he/she shall be given up to three (3) days off to attend the funeral as needed. Immediate family shall include spouse, father, mother, brother, sister, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandparents. These days shall be deducted from sick leave. If additional time is needed, it may be granted by the Supervisor of Food Services on an individual basis.

ARTICLE XVII

INSURANCE

Section 1

Subject to the provisions of the carrier, the Board shall provide for each employee who works three (3) hours per day and fifteen (15) hours or more per week, and who makes proper application, the option of:

A. The option of insurance benefits shall be the employee's, but the employer, subject only to the above cited requirements, shall designate the carrier.

1. The Blue Cross CMM 250 Plan.

Covered deductible expenses above one hundred and twenty-five dollars (\$125) in any calendar year for single subscribers will be reimbursed by the Board.

Covered deductible expenses above two hundred and fifty dollars (\$250) in any calendar year for two persons or full family subscribers will be reimbursed by the Board.

Stop loss expenses above five hundred dollars (\$500) in any calendar year will be reimbursed by the Board.

In any event the total reimbursement by the Board for covered deductible and or stop loss expenses in any calendar year shall not exceed six hundred and twenty five dollars (\$625) for single subscribers or seven hundred and fifty dollars (\$750) for two persons and full family subscribers.

2. Care Choice Plan 450. The Board shall reimburse employees for 50% of expenses for hearing aids, not to exceed \$625 in any calendar year.

B. Salary protection insurance (66 2/3% of employee's salary after ten (10) days for up to one (1) year), or

C. \$15,000 life insurance.

Effective July 1, 1986 each employee who does not select the life insurance option will have the premium paid for \$5,000 term life insurance.

Section 2

Employees, spouses or dependents of employees who are insured with a health insurance plan provided through the employer of the employee's spouse, are not eligible for duplicate coverage or coordination of benefits, or for such insurance in excess of that to which they are entitled by marital or family status through the health insurance plan provided by the Board in Section 1, above.

Section 3

If any employee is insured by the Board for health insurance in excess of that to which he/she is entitled per Section 1 and 2 above and fails, within a reasonable time (normally 30 days) to make proper amendments to his/her coverage, he/she shall be liable for the difference in such premiums retroactive to the date the change should have occurred.

Section 4

Employees hired after July 1, 1980 will become eligible for fringe benefits 120 days after their initial date of employment with the Ann Arbor Public Schools in this bargaining unit.

Section 5

Employees hired after July 1, 1980 shall be entitled to paid fringe benefits, as permitted above, on a prorated basis (i.e., for four (4) hours work per day, the Board will pay fifty (50) percent of the coverage chosen by the employee; for six (6) hours work per day the Board will pay seventy-five (75) percent of the coverage selected.

ARTICLE XVIII

SICK LEAVE AND LEAVE OF ABSENCE

A. Sick Leave

1. Each employee shall be entitled to accumulate sick leave at the rate of one (1) day per month of employment until ten (10) years of employment shall be reached, after which time said employee will receive one and one-half (1 1/2) days sick leave per month of employment until twenty (20) years of employment shall be reached, after which time said employee will receive two (2) days sick leave per month of employment, accumulative to 200 days.
2. At the retirement of the employee, or his/her death while with the employer, and after ten (10) consecutive years of employment with the Ann Arbor Public Schools System, one-half (1/2) of the remaining sick leave shall be paid, at the current hourly rate, to the employee or his/her estate. In order to meet the retirement obligation an employee must be eligible as determined by the Michigan Teacher Retirement Act

as well as having made application for retirement benefits.

3. Sick leave may be used by an employee in the event of personal illness or injury, temporary disability, or exposure to contagious disease endangering others, or for illness or injury in the immediate family which necessitates absence from work, or for physical examination, medical or dental appointments. "Immediate family" in such cases shall include the employee's spouse, children, parents or foster parents, parents-in-law, and persons for whose financial or physical care the employee is principally responsible. The Supervisor of Food Services may, under extenuating circumstances, at his/her discretion approve exceptions to this definition. A verification of absence and diagnosis from a physician may be required when a pattern of absence occurs or when there is reason to suspect abuse. The Board reserves the right to require that the cafeteria worker be seen by the Board's physician at Board expense. A verification of absence and diagnosis from a physician (found in Appendix B of this Master Agreement) may be required when a pattern of absence occurs or when there is reason to suspect abuse.
4. Sick leave may be used by an employee for attendance at the funeral of a relative or other person with whom the employee is closely associated. The exact amount of sick leave to be used for this purpose will be determined by the Supervisor of Food Services after determining reasonable sick leave time required.
5. Sick leave cannot be used for child care or birth of a dependent or a member of the immediate family as defined in three, above. The Supervisor of Food Services may, under extenuating circumstances, at his/her discretion, approve exceptions to this provision.
6. Sick leave credits accumulated by an employee during previous employment as a cafeteria employee in the Ann Arbor Public Schools System shall be recognized upon reemployment as a cafeteria worker unless an employee has previously received pay for sick leave upon retirement.

B. Leave of Absence

1. Beginning with July 1, 1994, each employee shall be allowed, in addition to sick leave, one (1) personal leave day per school year, for compelling personal business affairs. The employee, except in emergencies, shall request use of a personal business day from his/her supervisor at least twenty-four (24) hours in advance of his/her intent to take a personal business day. Approval must be received prior to taking a personal business day. Full or half days may be used for personal business. The employee need not disclose the nature of the personal business or affairs involved unless there is reason to suspect abuse of personal business days. Personal business days may not be used on a day immediately before or after a holiday, vacation period, or during the first or last week of the school year, except in cases of provable emergency and approved by the Supervisor of Food Services. Unused personal business days will be credited to accrued sick leave at the end

of the school year.

2. The Board shall pay employees selected for jury duty the difference between the money received for jury duty and the employee's normal daily rate of pay, provided that the employee has notified the Personnel Office of his/her notice to serve by 5:00 p.m. of the working day following receipt of such notice; and provided further that the employee's normal daily rate of pay exceeds the money received for jury duty; and provided, lastly, that the employee shall receive both wages if he/she works simultaneously his/her normal full day. Notwithstanding any of the above, employees shall, however, report for work to the extent time schedules permit unless a substitute has been secured.
3. Leave of absence without pay or other benefits may be granted for:
 - a. Serving in any elected or appointed position;
 - b. Illness (physical or mental) beyond accumulated sick leave;
 - c. Prolonged illness in the immediate family, as defined in this Article, beyond accumulated sick leave;
 - d. Other justifiable causes approved by the Board.
4. Leave of absence in Section B, Numbers 3a, c, and d above, shall be for at least one (1) school semester but for no more than two (2) unless specifically agreed to by the Board upon specific request of the employee. Any employee wishing a leave of absence must request such leave of absence in writing. Subject to said agreement by the Board, such leaves shall terminate only at the conclusion of a specific semester and under no circumstances shall the Board be liable to return an employee to work prior to the termination of the agreed upon leave.
5. Leaves of absence for illness beyond accumulated sick leave (Section B, Number 3b) will be considered as needed and may be approved for up to the remainder of the school year. Extensions may be approved on a case-by-case basis.
6. Upon the termination of an approved leave of up to sixty (60) work days, an employee shall be returned to his/her previous position. Upon termination of any leave longer than sixty (60) work days, the employee shall be placed in the first available position for which he/she is qualified.

C. Sick Leave and Personal Business Leave: Method of Calculation

1. The parties agree that sick leave and personal business leave shall be earned on the basis of a day being equal to the number of hours in an employee's regularly scheduled work day. Sick leave and personal business days shall be charged against an employee in the same manner.
2. Each employee's sick leave and personal business leave accumulation will be adjusted according to changes in F.T.E. as determined annually.
3. Sick leave and personal business leave will be adjusted to reflect adjustments made in accordance with Article XVIII, section 6 and any assignments changing hours of work.

ARTICLE XIX

RELIEF TIME

- A. Each employee working more than four (4) hours per day shall be entitled to a one-half (1/2) hour non-paid lunch period. It is understood if the employee is directed to work or receives permission to work during the lunch period he/she will be paid for the entire period.
- B. Employees who work two (2) hours but less than seven (7) per day will be granted one 15 minute paid rest period. Employees who work 7 hours or more per day will be granted two 15 minute paid rest periods.

ARTICLE XX

WAGES AND CONDITIONS

- A. The hourly rates of employees covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Each Cafeteria Employee shall advance through the salary schedule by yearly steps. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Paid legal holidays covered by this Agreement are shown in Article XV.
- C. Mileage: Cafeteria employees required to drive his/her own vehicle during his/her work day shall be paid the normal Board approved mileage reimbursement.
- D. Transfers: Whereas the frequent transfer of employees from one position to another may be disruptive of effective administration and interfere with optimum cafeteria employee performance, both parties agree that transfers of employees are to be avoided unless warranted for the operation of the cafeteria program.

- E. The Board shall provide two (2) hours of pay for those employees who attend an optional in-service in August or early September each year. This shall NOT obligate the Board to pay for the Labor Day holiday.
- F.
 1. Beginning with the 1996-97 school year, the 1995-96 salary schedule shall be increased by 1%.
 2. Beginning with the 1997-98 school year, the 1996-97 salary schedule shall be increased by 1%.
 3. Beginning with the 1998-99 school year, the 1997-98 salary schedule shall be increased by 1%.
- G. For 1997-98 and 1998-99 the Food Service profits will be shared with the employees on the following schedule.

<u>Profit</u>	<u>Share</u>
0 - \$12,000	\$0
12,001 - 14,000	\$50
14,001 - 16,000	\$75
16,001 - 18,000	\$100
18,001 - 20,000	\$125
20,001 - 22,000	\$150
22,001 - 24,000	\$175
24,001 - over	\$200

ARTICLE XXI

OVERTIME

- A. Any Cafeteria employee authorized by his/her supervisor to work as specified below shall be compensated in overtime pay. The rate of pay shall be one and one-half (1 1/2) time the hourly rate of the particular employee involved according to his/her current rate.
 1. Over eight (8) hours per day.
 2. Over forty (40) hours per week.
 3. After 5:00 p.m. on a normal work day.
 4. All Saturday work.
- B. Any cafeteria employees requested to work on a holiday or Sunday shall be compensated in overtime pay. The rate of pay shall be two (2) times the hourly rate of the particular employee involved according to his/her current rate.
- C. Work on Holidays will be strictly voluntary.

ARTICLE XXII

RETIREMENT

- A. An Employee shall be retired by the Board upon reaching seventy (70) years of age, except that an employee whose birthday occurs during a school year shall be entitled to complete that school year, and provided further that the Board may at its discretion extend the employee's employment beyond age seventy (70).

ARTICLE XXIII

WORKER'S COMPENSATION

- A. If an employee is injured on the job and becomes eligible for compensation under the Worker's Compensation Act, he/she may choose one (1) of the following options:
1. The benefit for which he/she is eligible under the act with no deduction from sick days.
 2. The benefit for which he/she is eligible under the act supplemented by the difference necessary to equal his/her regular salary which difference shall be charged against his/her accumulated sick leave days on a prorated basis. This difference shall be paid until such time as the accumulated sick leave days are used up.

ARTICLE XXIV

RATES FOR NEW JOBS AND HIRES

When a new job is created in a unit and cannot be properly placed in an existing classification, the employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate is proper, it shall be subject to negotiation as required by law.

- A. The following policy will be observed when hiring new cafeteria employees:
1. An applicant with no previous experience in school food service may be hired at Step 1.
 2. An applicant with one (1) year of previous experience in school food service may be hired at Step 2.
 3. An applicant with two (2) years of experience in school food service may be hired at Step 3.
 4. Full credit will be given for previous experience as a Cafeteria employee in the Ann Arbor Public Schools.

- B. All new Cafeteria employees shall serve a sixty (60) day probationary period. However, upon mutual agreement with the Union the probationary period may be extended for up to an additional thirty (30) days.
- C. An employee must be employed for a minimum of one (1) semester prior to July 1 to qualify for the next pay increment.
- D. Copies of this Agreement shall be provided at the expense of the Board and presented to all Cafeteria Employees now employed or hereafter by the Board.

ARTICLE XXV

LONGEVITY

- A. Longevity payments shall be made to all employees covered by this Agreement according to the following schedule based on years of accumulative service with the Ann Arbor Public Schools System: an additional ten (10) cents per hour after the ninth and fourteenth year of service.
- B. Longevity adjustments shall be made effective the first pay period following the anniversary of the employee's date of hire.

ARTICLE XXVI

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements, verbal or written in conflict with this Agreement, between the Employer and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXVII

SEVERABILITY CLAUSE

If any provision of this Agreement or any application of the Agreement to any cafeteria employee or group of employees shall be found contrary to law, that provision shall be deemed null and void but all other provisions of this Agreement shall continue in full force and effect. The parties will attempt to negotiate a replacement provision for that item found contrary to law.

ARTICLE XXVIII

NEGOTIATION PROCEDURES

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of employees covered by this Agreement.
- B. In any negotiations described in this article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school

district. It is recognized that no final Agreement between the parties may be executed without ratification by the Board and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.

- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.
- D. Members of the Union's negotiating team and/or consultants thereto, who are employees of the Board, shall be released from their normal duties without loss of salary when meetings of the two negotiating teams are scheduled during their normal working hours.

ARTICLE XXIX

NO STRIKE CLAUSE

The Union agrees that its officers, representatives, and member shall not authorize, instigate, cause, encourage, ratify or condone, nor shall any employee take part in any concerted failure to report for duty, the willful absence from one's position, the stoppage or work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights privileges or obligations of employment.

ARTICLE XXX

SPECIAL CONFERENCE

Upon request of either party a meeting shall be arranged, at a mutually agreeable time to discuss relevant concerns. The party requesting the meeting will initiate its scheduling and prepare a written agenda to be received by the appropriate individuals at least two (2) work days prior to the meeting. The Committee shall be composed of from up to three (3) representatives of the Board and three (3) representatives from the Union.

ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall become effective the first day of July, 1996 and shall continue in effect for three (3) years until the 30th day of June, 1999. By April 1, 1999 negotiations on a successor agreement will begin.

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contradictory or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

In witness whereof the parties hereunto set their hands and seals the dates as indicated.

ANN ARBOR BOARD OF EDUCATION

Laurence Kloss
Laurence Kloss, Board President

John O. Simpson
John O. Simpson, Superintendent

Ronald Whitmore
Ronald Whitmore, Chief Negotiator

Linda Turner
Linda Turner, Board Secretary

April 10, 1997
DATE

FOR THE UNION

Terry Dorcy
Terry Dorcy, Business Agent

Susan Straith
Susan Straith, Chief Steward

April 10, 1997
DATE

APPENDIX A
1996-97 SALARY SCHEDULE

<u>Class 1</u>	<u>Steps</u>	<u>Hourly Rate</u>
Head Cooks	1	\$8.65
Head Cashiers	2	8.85
	3	9.15
	4	9.42
<u>Class 2A</u>		
Assistant Cooks	1	\$8.26
	2	8.57
	3	8.85
	4	9.15
<u>Class 2</u>		
Secondary Cafeteria Assts.	1	\$8.10
	2	8.34
	3	8.65
	4	8.96
<u>Class 3</u>		
Elementary Assistants	1	\$8.10
	2	8.34
	3	8.65
	4	8.96
<u>Class 4</u>		
Food and Supply	1	\$11.56
Delivery-Cafe. Assistants	2	11.93
	3	12.21
	4	12.50

Employees who, in 1990-91 were head cooks and in 1991-92 are assistant cooks shall continue to be paid at the head cook rate for 1991-92 and 1992-93.

APPENDIX A
1997-98 SALARY SCHEDULE

<u>Class 1</u>	<u>Steps</u>	<u>Hourly Rate</u>
Head Cooks	1	\$8.74
Head Cashiers	2	8.94
	3	9.24
	4	9.51
<u>Class 2A</u>		
Assistant Cooks	1	\$8.34
	2	8.66
	3	8.94
	4	9.24
<u>Class 2</u>		
Secondary Cafeteria Assts.	1	\$8.18
	2	8.42
	3	8.74
	4	9.05
<u>Class 3</u>		
Elementary Assistants	1	\$8.18
	2	8.42
	3	8.74
	4	9.05
<u>Class 4</u>		
Food and Supply	1	\$11.68
Delivery-Cafe. Assistants	2	12.05
	3	12.33
	4	12.63

Employees who, in 1990-91 were head cooks and in 1991-92 are assistant cooks shall continue to be paid at the head cook rate for 1991-92 and 1992-93.

APPENDIX A
1998-99 SALARY SCHEDULE

<u>Class 1</u>	<u>Steps</u>	<u>Hourly Rate</u>
Head Cooks	1	\$8.83
Head Cashiers	2	9.03
	3	9.33
	4	9.61
<u>Class 2A</u>		
Assistant Cooks	1	\$8.43
	2	8.75
	3	9.03
	4	9.33
<u>Class 2</u>		
Secondary Cafeteria Assts.	1	\$8.26
	2	8.50
	3	8.83
	4	9.14
<u>Class 3</u>		
Elementary Assistants	1	\$8.26
	2	8.50
	3	8.83
	4	9.14
<u>Class 4</u>		
Food and Supply	1	\$11.80
Delivery-Cafe. Assistants	2	12.17
	3	12.45
	4	12.76

Employees who, in 1990-91 were head cooks and in 1991-92 are assistant cooks shall continue to be paid at the head cook rate for 1991-92 and 1992-93.



**Ann Arbor Public Schools
VERIFICATION OF ILLNESS**

Please Print -

(Employee is also to complete Item 16 on the reverse side)

1 Employee Name: _____

2 Employee's Soc. Sec. No. - - _____

3 Patient's Name (If other than employee): _____

4 Patient's relationship to Employee: _____

CERTIFICATION OF PHYSICIAN OR PRACTITIONER

5 Diagnosis: _____

6 Date condition commenced: _____

7 Probable duration of condition: _____

8 Regimen of treatment to be prescribed (indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week: _____

a By Physician or Practitioner: _____

b By another provider of health services, if referred by Physician or Practitioner: _____

IF THIS CERTIFICATION RELATES TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, SKIP ITEMS 9, 10 & 11 & PROCEED TO ITEMS 12 THROUGH 15 ON THE REVERSE SIDE. OTHERWISE, CONTINUE BELOW.

Check Yes or No in the boxes below, as appropriate: _____

	Yes	No	
9	<input type="checkbox"/>	<input type="checkbox"/>	Is inpatient hospitalization of the employee required?
10	<input type="checkbox"/>	<input type="checkbox"/>	Is employee able to perform work of any kind? (If "No", skip Item 11)
11	<input type="checkbox"/>	<input type="checkbox"/>	Is employee able to perform the functions of employees's position? (Answer after reviewing statement from employer of essential functions of employee's position, or if none provided, after discussing with employee).

17 Printed Name of Physician or Practitioner: _____

18 Signature of Physician or Practitioner: _____

19 Type of Practice (Field of Specialization, if any): _____

20 Date: _____

FOR CLARIFICATION RELATING TO THE CARE FOR THE EMPLOYEE'S SERIOUSLY-ILL FAMILY MEMBER, COMPLETE ITEMS 12 THRU 15 BELOW AS THEY APPLY TO THE FAMILY MEMBER AND PROCEED TO ITEM 17 ON THE REVERSE SIDE.

- | | Yes | No | |
|----|--|--------------------------|--|
| 12 | <input type="checkbox"/> | <input type="checkbox"/> | Is inpatient hospitalization of the family member (patient) required? |
| 13 | <input type="checkbox"/> | <input type="checkbox"/> | Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation? |
| 14 | <input type="checkbox"/> | <input type="checkbox"/> | After review of the employee's signed statement (See Item 16 below), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort). |
| 15 | Estimate the period of time care is needed or the employee's presence would be beneficial: | | |
| | <hr/> | | |
| | <hr/> | | |
| | <hr/> | | |
| | <hr/> | | |

ITEM 16 IS TO BE COMPLETED BY THE EMPLOYEE REQUESTING FAMILY LEAVE.

- 16 When Family Leave is needed to care for a seriously-ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule:
-
-
-
-
-
-
-
-

Employee Signature: _____

Date: _____

MEMORANDUM OF AGREEMENT

between

The Ann Arbor Board of Education

and

Teamsters Local #214 (Cafeteria)

It is hereby agreed by and between the parties that the concepts included in the affirmative action policy to be adopted by the Board are in the best interest of the parties. The parties therefore agree to abide by the affirmative action policy. When a specific provision of the policy conflicts with the Master Agreement, it is agreed that a meeting will be held to resolve the conflict. If no agreement is reached, the Master Agreement will prevail.

The Board agrees to save harmless the Teamsters Union from any and all lawsuits and/or judgments which may be filed and/or awarded against the Teamsters directly resulting from the Board affirmative action policy.

Sandra Whitmore
For the Board

Terry J. Perry
For the Union

April 10, 1997
Date

April 10, 1997
Date

MEMORANDUM OF AGREEMENT

between

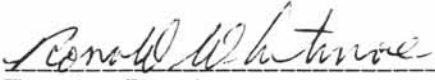
The Ann Arbor Board of Education

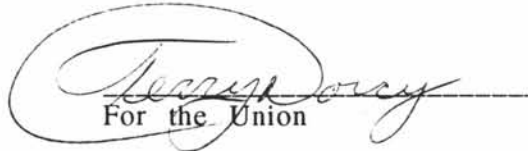
and

Teamsters Local #214 (Cafeteria)

In-service concept - The parties are committed to the personal growth and improvement of employees for the purpose of improving the service to the public. Employees are expected during their regular work week to participate in in-service programs developed by the employer or available to the employee.

Procedures and strategies for implementing this memorandum will be mutually developed by the employer and the union.


For the Board


For the Union

April 10, 1997
Date

April 10, 1997
Date

MEMORANDUM OF AGREEMENT

between

The Ann Arbor Board of Education

and

Teamsters Local #214 (Cafeteria)

1. The Board shall maintain a list of employees who are available for additional hours of work in each school unit.
2. In the event the district has a need to assign additional hours for catering functions outside a school unit, they may call the Base Kitchen for additional workers.
3. When the Pioneer High School kitchen is used the Board reserves the right to designate one employee from the Pioneer High School kitchen who is familiar with the operation of the equipment and facilities to organize and provide direction for the work. Selection of the employee in this section shall be on a rotational basis from the appropriate list.
4. All disagreements over the administration of this agreement and effects on employee(s) shall end at step four of the grievance procedure.

Ronald Whitmore
For the Board

Terence Orsby
For the Union

April 10, 1997
Date

April 10, 1997
Date

MEMORANDUM OF AGREEMENT

between

The Ann Arbor Board of Education

and

Teamsters Local #214 (Cafeteria)

On occasion Ann Arbor Public Schools Food Service has an opportunity to provide service for summer programs. When this occurs bargaining unit members will be given an opportunity to work. The Board reserves the right to maintain cost effectiveness.

Ronald Whitmore
For the Board

Terrence J. Gray
For the Union

April 10, 1997
Date

April 10, 1997
Date

MEMORANDUM OF AGREEMENT

between

The Ann Arbor Board of Education

and

Teamsters Local #214 (Cafeteria)

The parties agree that a committee will be formed for the purpose of reviewing, improving, and identifying possible modifications to the current cafeteria plan. In addition to members of the cafeteria bargaining unit, the committee will include representatives of other Ann Arbor Public Schools bargaining units and non-affiliated employees, at their discretion.

The committee will meet on a schedule which will facilitate a report of findings by March 1, of each year of this agreement.

Ronald Whitmore
For the Board

Terry Percy
For the Union

April 10, 1997
Date

April 10, 1997
Date



