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9/1/97

AGREEMENT

between the

ESSEXVILLE-HAMPTON BOARD OF EDUCATION

and the

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC

Food Service Employees

for the

School Years:

1995-96

1996-97

Essexville-Hampton Public Schools

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AGREEMENT

This Agreement was entered into August 31, 1995, between the Essexville-Hampton Board of Education, Essexville, Michigan, hereinafter called the "Board," and the United Steelworkers of America, AFL-CIO-CLC, hereinafter called the "Union."

WITNESSETH, WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the Union as representative of its food service employees with respect to hours, wages, terms and conditions of employment.

DEFINITION OF EMPLOYEE: The term "employee" as used in this Agreement shall mean all food service employees, but excluding supervisory administrative personnel.

ARTICLE I RECOGNITION

Section 1.1: Unit Definition

The Board hereby recognizes the Union as the exclusive bargaining representative for all food service employees, but excluding supervisory administrative personnel, and substitutes hired after September 1, 1989.

Section 1.2: No Subcontracting

Prior to the subcontracting of work presently performed by the bargaining unit, the Board agrees to meet and confer with the bargaining unit.

Section 1.3: Students Working

It is understood and agreed that the contract for hire of students, part-time, or other casual labor will not be accomplished for the purpose of destroying the bargaining unit.

Section 1.4: Employee Defined

The term "employee" as used in this agreement shall mean all food service personnel, but excluding supervisory administrative personnel.

Section 1.5: No Discrimination

It is the continuing policy of the Union that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, or sex. The representatives of the Union and the Board in all steps of the grievance procedures and in all dealings between the parties shall comply with this provision.

Section 1.6: Union Membership, New Employees

After the first 240 hours worked or 30 days worked, whichever occurs first, employees covered by this agreement may sign and deliver to the Board an assignment authorizing the deduction of initiation fees, membership dues, or assessments of the Union, as designated to the Board by the International Secretary-Treasurer of the Union, and the Board shall then monthly remit the same to the International Secretary-Treasurer of the United Steelworkers of America, Five Gateway Center, Pittsburgh,

Pennsylvania, or such other address as he may designate, such sum being deducted from the regular salaries of all such employees. A copy of such list shall be furnished to the Financial Secretary of the Local Union.

Section 1.7: Union Membership, Current Employees

All present employees who have satisfactorily completed their probationary period and are covered by this agreement who are members of the Union, shall, as a condition of employment with this District, continue to remain members in good standing in the Union for the duration of this agreement.

Section 1.8: Union Membership, General Obligation

All employees covered by this agreement hired on or after its effective date, whichever is later, shall, after satisfactory completion of their probationary period, become and remain members in good standing in the Union as a condition of employment for the duration of this agreement.

Section 1.9: Administrators Not Perform Work

All administrative or supervisory personnel shall not perform bargaining unit work unless the work is trivial or insignificant, or is an emergency situation or in other situations that would be mutually agreed upon between the Board of Education and the Union. It is understood that the use of any supervisory personnel will not result in the layoff of any bargaining unit personnel.

**ARTICLE II
RIGHTS OF THE UNION**

Section 2.1: Right to Organize

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this agreement shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerned activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activities of the Union or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Section 2.2: Right to Invoke Mediation

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of the agreement. Arbitration services of the Michigan Employment Relations Commission will be utilized.

Section 2.3: Right to Use Buildings

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by principal, business manager, or Community

Education Director. Building use fees will not be charged for meetings of Essexville-Hampton Union employees and the privilege will not be abused.

Section 2.4: Right to Wear Insignia

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises.

Section 2.5: Right to Information

The Board agrees to furnish to the Union, in response to reasonable written requests from time to time, available information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Union to process any grievance or complaint. It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board, and during the term of this agreement shall not be the subject of mandatory negotiation with the Union, nor subject to any proceedings under the grievance procedure.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

Section 3.1: Constitutional Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- B. To determine work schedules, hours of work, and the duties, responsibilities, and assignments of Union personnel.
- C. No term or condition in this contract to the contrary shall, in any way, interfere with the management function of the Board of Education, or replace the inclusive jurisdiction of the Board under the school code, except for wages, hours, terms and conditions of employment.
- D. The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.
- E. It is further understood that any of the aforementioned will not be contrary to any section of this contract.

**ARTICLE IV
COMPENSATION**

Section 4.1: Rates of Pay

The hourly rate and other economic fringe benefits of all employees covered by this agreement shall be in accordance with Schedule A attached to and incorporated in this agreement.

**ARTICLE V
HOURS OF WORK AND OVERTIME**

Section 5.1: Overtime Notice

When overtime is to be worked, the Board will endeavor, as far as practical at all times, to give notice at least two (2) days to all employees requested to work overtime. The foregoing shall not apply in the event of emergencies.

Section 5.2: Overtime Distribution

The Board shall have the right to require employees to work a reasonable amount of overtime provided the same shall not be discriminatory and shall be distributed, as far as practical, equally among all employees within the groups and within school buildings, provided the employee has the ability to do the overtime work available. Ten (10) hours per week shall be considered reasonable overtime, unless such overtime shall, at any time, constitute a health hazard to the employees.

Section 5.3: Notice of Change

The hours of work may deviate from the hours on the Job Posting on the first and last days of school, Grandparents' Day, and field trip days. One (1) week's prior notice of these changes shall be given to affected employees.

Section 5.4: Volunteers

It is recognized by the parties that in order to promote community support of schools, area residents may perform some minor cleaning on a volunteer basis, provided it does not deprive any Union member of his/her rights under the terms of this agreement, and the time spent cleaning does not take more than a total of one (1) hour of cleaning time for each group.

**ARTICLE VI
GRIEVANCE PROCEDURE**

Section 6.1: Grievance Defined and Procedure

Should differences arise between the Board and the Union, or its members employed by the Board, as to the meaning and application of the provisions of this agreement, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

Step 1: Verbal

Between the aggrieved employee, a committeeperson (one for cafeteria personnel), and the corresponding unit supervisor who must give an answer within two (2) working days.

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Step 2: Written

If the grievance is not settled in Step 1, the employee or the employee's committee person may file a grievance in writing on forms furnished by the District within five (5) working days from receipt of the answer from the supervisor and present two (2) copies to the business manager who shall have five (5) working days in which to reply in writing.

Step 3: Committee

If a grievance is not settled in Step 2, the Grievance Committee will then submit copies of the grievance to the Superintendent of Schools within five (5) working days after receipt of the answer from the business manager. A meeting will then be held as soon as possible, but not later than ten (10) working days, between the Superintendent of Schools and the Grievance Committee for the discussion of the grievance. The decision of the Superintendent of Schools or designated representative shall be made in writing within five (5) working days after the meeting.

Step 4: Staff Representative and Board

Should Step 3 fail, a meeting must be held between representatives of the National Organization of the Union, the Grievance Committee, and School Board or its representatives. The Union must notify the School Board or its representatives within ten (10) working days after receipt of the answer from the Superintendent, unless an extension is mutually agreed to by the Board and the Union.

Section 6.2: Arbitration

If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party. The matters to be arbitrated shall be submitted to an impartial arbitrator.

Section 6.3:

Within fifteen (15) working days of the Board's answer in Step 4, the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated, and designating one (1) arbitrator selected by it as specified in Step 5 (Section 6.5).

Section 6.4:

Within five (5) working days from the receipt of such notice, the other party shall notify the first party its statement of the matter to be arbitrated.

Section 6.5:

Within five (5) days the American Arbitration Association will be asked to immediately submit a panel of five (5) arbitrators. Upon receipt of the list, the Board will first strike two (2) names, then the Union will strike two (2) names. The remaining person shall be the arbitrator; provided that within sixty (60) days of notice of his/her appointment the arbitrator accepts and schedules a date for a hearing in the matter which he/she is to decide. If the arbitrator does not so accept and schedule a hearing as above provided, the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

Step 5:

In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter shall then be referred, within fifteen (15) working days from the Board's answer in Step 4, to an impartial umpire to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School Board and the Union.

Section 6.6: Binding Award

Arbitration resulting from the application of Section 6.5, Step 5 above, shall be binding.

Section 6.7:

The agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the agreement, or to determine disputed facts upon which the application of the agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider its function to include the decision of any issue not submitted or to so interpret or apply the agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rule of contract construction. The arbitrator shall not give any decision which, in practical or actual effect, modifies, revises, detracts from, or adds to, any of the terms or provisions of this agreement. Past practice of the parties in interpreting or applying terms of the agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of written terms of this agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such a decision is fair or equitable or because in his/her opinion it is unfair or inequitable.

Section 6.8: Test of Arbitrability

If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this article, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation on the merits.

Section 6.9: One Issue

Unless expressly agreed to by the parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing.

Separate arbitrations shall be constituted for each grievance appealed to binding arbitration.

Section 6.10:

All cases shall be presented to the arbitrator in the form of a written brief, prepared by each party, setting forth the facts and its position and the arguments in support thereof. The arbitrator may make such investigations as he/she may deem proper and may, at his/her option, hold a public hearing and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings. Within thirty (30) days after the close of the hearing, or the date established for filing Post Hearing Briefs if so desired by either party, the arbitrator shall issue his/her decision which shall be final and binding.

Section 6.11: Expense Payment

The fees and expenses of the arbitrator, cost of transcript, and the hearing room shall be jointly paid by the Board and the Union. All other expenses incurred shall be paid by the party incurring them.

Section 6.12: Grievances Regarding Layoff or Recall

In cases of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority must be filed in writing within five (5) working days from the date the Board first submitted a list to the chairperson of the Grievance Committee of the employee or employees so laid off.

Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this agreement shall have five (5) working days in which to file a grievance.

Section 6.13: Grievance Committee

The employees shall be represented by a Grievance Committee which shall consist of two (2) members and the Unit Chairperson selected by the members from the seniority list. They shall be the last employees to be laid off and first to be returned unless they elect to resign.

Section 6.14: Alternate Committeepersons

Alternate committeepersons shall be recognized when the regular committeeperson is absent. Alternate committeepersons shall not have the super-seniority a regular committeeperson has as outlined in Section 6.13.

Section 6.15: Meeting Times

The Grievance Committee shall meet with management at such times as may be determined to be necessary and as will not conflict with reasonable operations.

Section 6.16: Committee Member Present at Meeting

Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of a member of the Grievance Committee and such request shall not be denied.

Section 6.17: Time Limits

No grievance will be considered or discussed which is presented more than ten (10) working days after its occurrence (days of vacation or authorized leave of absence shall not be counted as days worked in

Section 6.18) except grievances with respect to errors in pay which may be filed within thirty (30) days from the issuance of the alleged erroneous check.

Section 6.18: Paid Time

Grievance members shall be paid while handling grievances at Steps 4 or 5. The employer will allow up to fifteen (15) minutes of paid time while handling grievances in Steps 1 and 2, and up to thirty (30) minutes paid time in Step 3, provided the privilege is not abused.

ARTICLE VII
SENIORITY

Section 7.1: Probation Period

Seniority of employees covered by this agreement shall be determined in the following manner:

New employees and those hired after a break in seniority shall be regarded as probationary employees for the first thirty (30) workdays or the first 240 hours, whichever is the lesser period. During this period of probationary employment such employees shall be given training. The Board shall determine the nature and scope of this training. Such employees may be transferred, laid off, or terminated as exclusively determined by the Board during this period.

Upon completion of their probationary period, such employees shall then be credited with seniority beginning with the last day of hire, and such employees will be entered on the seniority list as of the date of employment and shall accumulate seniority from that date.

Section 7.2: Loss of Seniority

Seniority shall be lost for one of the following reasons only:

- A. Employee quits or retires.
- B. Employee is discharged for just cause.
- C. Laid off employee is not reemployed within 24 months or the term of his/her most recent continuous employment, whichever is less.

Section 7.3: Job Transfer and Seniority

Employees awarded a job opening by the Board of Education to a different non-interchangeable group shall commence accruing seniority in the new group from the date of transfer. Seniority in their prior non-interchangeable group shall be frozen and may be utilized only in the event of a layoff or job opening.

(Per Letter of Understanding signed December 14, 1992.)

Section 7.4: Seniority Lists

Up-to-date seniority lists shall be posted on the bulletin boards of each school one week before the end of the school year and thirty (30) days after Labor Day of each year.

Section 7.5: Order of Layoff

When there are layoffs for any reason, the following procedure shall be followed:

All probationary employees shall be laid off first. Thereafter, employees shall be laid off in line with their department seniority. The employees with department seniority who are qualified and will do the work of the employee to be displaced may do so. The employee on the affected job may use his/her seniority to displace a less senior employee.

Section 7.6: Order of Increase (Recall)

When there is an increase in working forces, after a layoff, the reverse of the above layoff procedure shall be followed. Before any new employee is hired, the senior employee on layoff shall first be offered the employment and if he/she is willing and able to do the work, he/she shall be awarded the job.

Section 7.7: Notice of Layoff

When an employee other than a probationary or substitute employee is laid off, he/she will be given five (5) working days notice of such layoff.

ARTICLE VIII
JOB BIDDING

Section 8.1: Selection Process

Selection of employees for the purpose of filling job vacancies covered by this agreement shall be made by the Board on the basis of seniority and ability to perform work. In selection of employees to fill vacancies, the following provisions shall apply:

A. Posting

If a vacancy is to be filled, notice of the vacancy shall be posted by the Board on all existing bulletin boards at each school within ten (10) working days from the time such vacancy first occurred, for a period of not less than three (3) full working days in order that all interested employees may be given equal opportunity to bid. Such notice shall state information about the vacancy including the school where the vacancy exists, the normal working hours, the job title and the general purpose of the job, along with the hourly wage rate and the closing date for accepting bids. The Board may, however, at times during the summer shut-down, bid a job on a temporary sixty (60) day basis. However, at the end of the temporary sixty (60) day period, the Board must then decide to either post the temporary job as a permanent job or, if the work load does not warrant a permanent job, it must be eliminated. Time extensions may be granted upon mutual agreement of the parties.

Should a vacancy occur during the summer months concerning food service personnel, posting of available opening is to occur during the first ten (10) working days of the school year in order that existing food service personnel might be notified of vacancy.

B. Copies of Bids

Interested employees' bids shall be in writing (on forms mutually agreed to by the Board and the Union), in duplicate and signed by the employee, with a copy to be submitted to the appropriate immediate supervisor and a copy to be submitted to the chairperson of the Union Grievance Committee.

C. Placement on Jobs

Senior employees who have bid on and who have been awarded jobs as herein provided shall be placed in the vacancy bid within seven (7) working days from the date the vacancy was first posted.

D. Notification of Awards

The Board shall notify, in writing, the chairperson of the committee as to the names of employees to whom jobs have been awarded, together with the date of such awards.

Section 8.2: New Wage Rates

When a wage rate for a new job or new wage rate for a changed job is or should be installed, the employee or employees affected may, at any time within thirty (30) days (except where the parties otherwise mutually agree), file a grievance alleging that such new rate does not bear a fair relationship to other jobs in the school. Such grievance shall be submitted to Step 4 of the grievance procedure in this agreement. If the grievance is submitted to arbitration, the decision shall be effective as of the date when the employee was assigned to the new job.

Section 8.3: Trial Period and Rate

When an employee is awarded a job per Article VII, the employee shall be given a thirty (30) calendar day trial period. If, at anytime during the trial period, management determines the employee is unable to perform the responsibilities of the job, the employee will be returned to his/her previous position status. Any other personnel moves related to the employee's original job award shall also be reversed. The next senior signer on the job posting shall be placed on the job.

ARTICLE IX
LEAVES OF ABSENCE

Section 9.1: Worker's Compensation Unpaid Leave

If any employee who is awarded compensation under the Workman's Compensation Act because of a school-connected injury or disease, for a period covered by the Workman's Compensation Law, will, at the option of the employee, collect Workman's Compensation insurance, the period of time involved will not be deducted from sick leave. However, should the employee desire to be paid his/her regular salary by the School District, he/she shall turn over to the School District any compensation check awarded under the Workman's Compensation law and his/her sick leave will be charged for the percentage of difference that the Workman's Compensation reflects to his/her regular rate. If the illness or award continues beyond the used sick leave period, the employee will be granted a leave of absence without pay for a period not to exceed two (2) years. Such a member, or a member of his/her

immediate family, in his/her behalf, shall make a written request to the Superintendent of Schools for such leave of absence, accompanied by a certificate from his/her physician that he/she is unable to perform his/her duties. He/She shall make a written request to the Superintendent of Schools for reemployment when able to resume his/her duties, accompanied by a certificate from his/her physician evidencing such ability. The Board may require the member to submit to a physical and/or mental examination by a physician of its choice. If the doctor determines that the member is able to resume his/her duties and his/her leave of absence has not expired, he/she shall be assigned to the same position in which employed prior to the illness or injury or to a substantially equivalent position.

Section 9.2: Paid Family Illness Leave

Leaves of absence with pay chargeable against sick leave allowance shall be granted annually for the following reasons:

For not to exceed five (5) days because of critical, hospitalized illness of a member of the immediate family (immediate family is defined to mean the mother, father, mother-in-law, father-in-law, husband, wife, child - natural or adopted, grandparents, and grandchildren of a Union member), if proof is furnished to the Superintendent of Schools or designated representative as soon as conditions permit the member to make the request.

Section 9.3: Miscellaneous Paid Leaves

Leaves of absence with pay not chargeable against sick leave allowance shall be granted for the following reasons:

A. Funeral Leave - Four (4) Days

A maximum of four (4) days for a death in the immediate family (immediate family is defined as spouse, mother, father, child - natural or adopted, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren), if proof is furnished to the Superintendent of Schools or designated representative as soon as conditions permit the member to make the request. One (1) additional day may be granted by the Superintendent for special circumstances. Paid leave will only be allowed for scheduled workdays.

B. Funeral Leave - One (1) Day

One (1) day for attendance at a funeral service of niece and nephew, if proof is furnished to the Superintendent of Schools or designated representative as soon as conditions permit the member to make the request. Paid leave will only be allowed for scheduled workdays.

C. Personal Affairs Leave - Two (2) Days

Two (2) days per school year for the conduct of personal affairs which cannot normally be handled outside work hours (a personal leave day cannot be used the day before or the day after a holiday or vacation period, the first or last day of the school term, or the first day of a hunting or fishing season), if request is made to and approved by the Superintendent of Schools or designated representative as soon as conditions permit the member to make the request. It is understood that payment will be made for unused personal days at the end of the school year.

D. Jury Duty Leave

Absence when called for jury service. Jury pay benefits will be made for not to exceed thirty (30) days while serving as a juror in a court of record, but the pay of the member shall be reduced by the per diem compensation paid to the employee as a juror. When an employee receives notice of jury call, he/she shall immediately inform the Board.

E. Witness Leave

Court appearance as a witness in any case connected with the employee's employment or the school or whenever the employee is required to attend any proceedings relating to the aforementioned.

F. Selective Service Physical Examination Leave

One day to take the selective service physical examination.

G. Leave Without Pay

Individual employees may take one day per year without pay for attendance at funeral not provided for in A or B above. The leave may be granted in addition to leave referred to in 9.7 provided that, in the opinion of the supervisor, an adequate work force can be maintained.

Section 9.4: Peace Corp Unpaid Leave

Leave of absence shall be granted without pay up to two (2) years to any employee who enrolls in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District and shall be given the benefit of any increases which would have been credited to him/her had he/she remained in active service with the school system, provided, however, that such employee shall make application to return to work within ninety (90) days after discharge from the Peace Corps. If the leave has not expired, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position unless a further extension thereof is mutually agreed to by the Board and the Union. Seniority is to be frozen after two (2) years.

Section 9.5: Public Office Unpaid Leave

An employee elected or selected for a full-time public office which takes him/her from his/her duties with the school system shall, upon proper written request, receive a leave of absence without pay for the term of such office or two (2) years, whichever is less. Unless such employees return within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Superintendent of Schools. Seniority is to be frozen after two (2) years.

It is recognized that an employee has the right to serve in, or be elected to, public office less than full-time. However, such services shall not be permitted to interfere with his/her normal employment duties.

Section 9.6: Personal Unpaid Leave

Leave of absence without pay for a bona fide reason (which shall not include employment for another employer) shall be granted to employees for periods of not to exceed thirty (30) working days. Such

Essexville-Hampton Board of Ed. - LU 7380, USWA (Food Service)

leave shall not involve loss of seniority. No two (2) employees shall be granted leave at the same time. It is understood that an individual employee will be limited to two (2) leaves of absence without pay during a school year with at least one (1) month (30 working days) between leaves.

Leave, due to critical illness in the immediate family, may be an exception if the individual receives approval from the Board of Education. Personal leave days may be granted while other individuals are on leave without pay.

Section 9.7: Union Unpaid Leave

The Board shall grant a leave of absence, with accrual of seniority, upon the written application of any employee who accepts a position with the Local Union, International Union, Federated Union bodies and government or civic organizations; provided, however, that such employees make annual application for an annual extension during the last thirty (30) days of each year of such leave of absence and provided further, that upon returning to work such employee must be able, after a physical examination on the part of the Board, to perform the work of the job to which he/she is returning or to such other job as he/she might be capable of performing and to which he/she might be entitled by reason of his/her seniority. Such leave of absence for a position with the Union or other organizations mentioned herein shall be limited to a total of four (4) years, including any annual extensions.

Section 9.8: Armed Forces Unpaid Leave

Any employee who has completed his/her probation period and who has entered or who enters the armed forces or merchant marine, shall be restored to employment provided application is made within ninety (90) days after discharge from service. In the case of disabled veterans, within ninety (90) days of completion of hospitalization, restoration shall be on the basis of accumulated seniority and to a wage rate and status the employee would have reached in normal wage progression had he/she not left the employment of the Board. Should an employee be unable to perform the work to which he/she is thereby entitled, he/she shall be granted a reasonable program of training so that he/she may have the opportunity to perform the work required.

Section 9.9: Veterans Education Unpaid Leave

Any returning veteran desiring to pursue a course of study in accordance to the federal law granting him/her such opportunity, before or after returning to his/her employment with the Board, shall be granted a leave of absence for this purpose. Such veteran, however, must notify the Board and the Union in writing at least once each year of his/her continued interest to resume active employment upon completion of his/her course of study. During said leave, seniority shall not accrue. The member must apply for reemployment by March 15 of the school year prior to the school year he/she wishes employment. The Board may require the member to submit to a physical and/or mental examination by a physician of its choice. If the Board determines that the member is able to resume his/her duties and his/her leave of absence has not expired, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position commencing at such date as such a position becomes available.

Section 9.10: Transfer Outside Unit

Any employee in the bargaining unit who has been transferred or promoted to a position outside of the bargaining unit shall have his/her seniority frozen and he/she shall not accrue further seniority until he/she returns to the bargaining unit. If he/she is subsequently relieved of such a position because of

lack of work or inability to perform the work, or at his/her own request, the Board must give the employee the opportunity to return to the bargaining unit. After returning to the bargaining unit, he/she shall have the benefit of all seniority he/she has or may accrue in the bargaining unit.

Section 9.11: Disability Unpaid Leave

Any employee whose disability extends beyond his/her own accumulated sick leave shall be granted a leave of absence without pay for time necessary for recovery to a maximum of two (2) years. It is understood that the request for disability leave is to be accompanied with a statement from the attending physician certifying the medical necessity for the leave. It is understood that the Board of Education may desire concurrence from a physician of its own choice as to the medical necessity for the leave. If the Board desires a second medical opinion it shall be at the Board's expense. If the Board determines that the member is able to resume his/her duties and his/her leave of absence has not expired, he/she will be assigned to the same position in which employed prior to the leave or to a substantially equivalent position.

The employee with the least amount of seniority shall be laid off if necessary to accommodate the rehiring of an employee who is returning from leave of absence as defined by the contract.

ARTICLE X
SICK LEAVE

Section 10.1: Purpose of Sick Leave

The primary purpose of a sick leave allowance is to cover the absence of a Union member from school because of personal illness sufficiently severe that it would make his/her presence in school inadvisable. Sick leave applies only to absences resulting from illness of the employee, except as otherwise expressed in this agreement.

Section 10.2: Number of Sick Days

Sick leave benefits will be granted only to those cafeteria employees who are employed on a regular basis. Applicable sick leave benefits shall accrue at a rate of twelve (12) days per school year accumulating to a total of ninety (90) days.

Absence of more than three (3) consecutive days must be substantiated by a physician's certificate in order to receive payment of sick leave benefits.

Section 10.3: Terminal Leave Payment

Terminal leave payment shall be paid to individual Union members upon retirement from school employment under the following conditions:

1. Retirement

Employees shall be granted for each day of accumulated sick leave to a total of ninety (90) days for each food service employee upon retirement under the provisions of the Michigan Public Schools Retirement System or as a death benefit, according the following schedule:

Effective September 1, 1995: \$8.46 per day
Effective September 1, 1996: \$8.73 per day

2. The individual must have attained twelve (12) years within the Essexville-Hampton Public Schools.

ARTICLE XI
ACCIDENT REPORT - DEFECTIVE EQUIPMENT

Section 11.1: Accident Report

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the employer, the employee, before starting his/her next workday, shall make out an accident report in writing on forms furnished by the employer. Failure to report such accident may result in disciplinary action against the employee which will not exceed one (1) day off work without pay.

Section 11.2: Defective Equipment

Employees shall, immediately or at the end of their workday, report all defects on equipment and structure. Such reports shall be made on a suitable form furnished by the employer and shall be made in multiple copies, one copy to be retained by the employee. Failure to report such defects may result in disciplinary action against the employee which will not exceed one (1) day off work without pay. Reported safety hazards and/or equipment issues that remain unresolved may be processed through Health and Safety.

ARTICLE XII
PAID FOR TIME

Section 12.1: Pay Rates and Period

All employees covered by this agreement shall be paid for all work performed as scheduled by the Board. Rates of pay provided for by this agreement shall apply. Pay periods shall be established on a biweekly basis.

ARTICLE XIII
EXAMINATIONS AND IDENTIFICATION FEES

Section 13.1: Examinations

Physical, mental or other examinations required by a governmental body or the employer shall be promptly complied with by all employees. The employer reserves the right to select its own medical examiner or physician to conduct a regular annual physical when requested by the Board; the physical requested by the Board will be at Board expense. The Union may, if it believes an injustice has been done to an employee, have said employee reexamined at the Union expense. If conflict develops, a third doctor will be mutually chosen to perform an examination. Expenses will be jointly shared by the Board and the Union. A decision of the majority of physicians or medical examiners shall be final.

Section 13.2: Personal Identification

Should the employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal

identification shall be borne by the employer.

ARTICLE XIV
PRINTING COSTS

It is understood that the cost of printing of this agreement is to be borne mutually by the Union and the Board.

ARTICLE XV
SUSPENSION AND DISCHARGE

Section 15.1: Suspension

Notwithstanding any other provisions of this agreement, no member of the Union shall be preemptively discharged. He/She shall first be suspended without pay for not more than five (5) working days. During this period of suspension the employee may, if he/she believes he/she has been unjustly dealt with, request a hearing and a statement of the offense before the Superintendent of Schools or designated representative with members of the Grievance Committee present. At such hearing, the facts concerning the case shall be made available to both parties. As soon as practicable after such hearing but not later than five (5) working days, the Superintendent of Schools or designated representative shall conclude whether the suspension shall be revoked, modified, extended or converted into a discharge. In the event the suspension is modified, extended, or converted into a discharge, the employee may file a grievance alleging that he/she was unjustly treated and such grievance shall be presented under Step 3 of the grievance procedure within five (5) workdays after the Superintendent of Schools' or designated representative's final decision on such suspension or discharge. Steps 1 and 2 shall be considered automatically processed. Should such grievance prove that the employee was unjustly suspended or discharged, the Board shall reinstate and reimburse said employee for financial loss sustained during the period of suspension or discharge at the employee's regular rate of pay.

Section 15.2: Union Notification

A member of the Union Grievance Committee shall be notified in writing by management of any disciplinary layoff, suspension, or discharge of any employee who has acquired seniority.

Section 15.3: Presence of Union

Any employee or group of employees who are called in to any office for the purpose of discipline may request the presence of the Chairperson of the Grievance Committee or other Committeeperson and such request shall not be denied by the Board. Employees will not normally be disciplined or given any reprimand in the presence of students or employees; it is understood that Grievance Committeeperson may be present.

ARTICLE XVI
MISCELLANEOUS

Section 16.1: Bulletin Boards

The Board shall provide adequate space for bulletin boards for Union notices to its members which is of an information nature to the employees. Nothing contained in such notices shall be of a political or controversial nature, nor to reflect on the Board or its employees.

Section 16.2: Union School Visits

International representatives of the Union and/or one committee member shall be allowed to visit the school during working hours provided they advise the Board or their representative in advance of each visit.

Section 16.3: Union Functions

All delegates so designated by the Union to attend Union affairs shall be allowed time off without pay to attend such affairs provided proper notification is given.

There shall be a limitation of one (1) person per classification: one (1) cook, and one (1) server.

Section 16.4: Emergency Phone Calls

Emergency phone calls and messages shall be delivered to the employees as soon as possible. Facilities for emergency use of the telephone by employees shall be made available at no cost.

Section 16.5: Union Business Phone Calls

Union representatives shall be allowed to use the phone or receive calls pertaining to Union affairs at any time provided prior notification is given to supervision, and provided further that toll phone calls are paid by the Union; providing further that this section is not abused.

Section 16.6: Credit Union Deductions

On proper authorization from employees who so wish, the Board shall deduct from the employee's pay the amount designated to it by the employee, and remit the same to proper officers of the Bay County School Employees' Credit Union.

Section 16.7: Occupational Disability

In the event an employee sustains an occupational disability and becomes handicapped as a result thereof, every effort will be made by the Board to provide such handicapped employee such suitable employment as is available.

Section 16.8: Assaults/Legal Counsel

Any case of job-related assault upon a Union member shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to inform the Union member of his/her legal rights and obligations with respect to the unprovoked, job-related assault and shall render reasonable assistance to the Union member in conjunction with handling of the incident by law enforcement and judicial authorities.

If any Union member is complained against or sued by reason of action taken by the Union member in a job-related function during the working day, the Board will provide legal counsel and render all necessary assistance to the Union member in his/her defense provided the Union member was performing his/her duties in accordance with Board and School Policies and was not unreasonable.

Section 16.9: Holiday Pay

Employees who are absent from work due to a personal day prior to and/or following a holiday will not receive pay for the holiday. Employees who are absent from work due to a sick day must work either the day before or the day after the holiday in order to receive holiday pay. Employees who are on a previously scheduled paid vacation prior to and/or following a holiday will, if otherwise qualified, be paid for the holiday. Any other absence from work other than Workman's Compensation leave [limited to twelve (12) months] will disqualify an individual from holiday pay if taken the day before and/or after a holiday.

Section 16.10: Breakfast Program

Should the board institute a "Breakfast Program," bargaining unit members will be offered the opportunity to perform serving work. Bookkeeping and accounting for the program at the site level will be performed by bargaining unit members on a trial basis for up to a four school week period from the institution of the program at each site. At the end of the trial period, management and the union will meet and confer on the decision as to whether the bookkeeping and accounting function shall stay in the bargaining unit or move to another bargaining unit (Clerical Association), and on the time required to implement the program on a daily basis. It is understood, however, that the handling of funds and accounting for the lunch program will remain with the Essexville-Hampton Clerical Association.

Section 16.11: Food Transportation

No employee shall be required to transport food in his/her personal vehicle, however, it is understood that employees would have the right to volunteer for such activity.

Section 16.12: Accumulated Sick Leave Days

Employees will be informed in October and April of the number of accumulated sick leave days they have.

Section 16.13: Food Service Personnel Work Hours

It is understood that elementary servers will not be scheduled for less than two (2) hours work per working day and junior high school servers will not be scheduled for less than two and three-quarters ($2\frac{3}{4}$) hours per working day; two and one-half ($2\frac{1}{2}$) hours guaranteed for cooks. When it is determined by management, food service employees will be offered work in their assigned building on staff inservice days.

Section 16.14: Servers to Work as Cooks

In situations where a cook is absent for allowable leave (i.e., sick leave, personal days), the general thought is to provide servers who are employed on a regular five (5) day week basis the opportunity to work as a cook for the period of absence identified in preference to an individual classified as a substitute. Such employees will fill such vacancies in rotation as far as practical. Refusal of opportunities to fill such vacancies will be charged as time worked. The above identified process is not applicable in situations of banquet or other overtime work possibilities. An individual server or substitute must notify her/his supervisor in writing by the end of the first week of school whether or not she/he is interested in being considered as being on the extra board and, consequently, being called on a rotation basis.

It is understood that each server will be placed on a thirty (30) day probationary status when initially elevated to the position of cook.

Section 16.15: Breakage of Glasses/Damage or Theft to Clothing or Other Personal Property

The Board of Education will reimburse an individual for breakage of glasses in a job-related accident upon receipt of documentation of actual work-related incident. Reimbursement will be at the rate of 80% of actual cost. The individual is to turn in broken glasses.

If, in the performance of regular or assigned duties of the bargaining unit member, without negligence on his/her part, the bargaining unit member shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$100.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment, and full cooperation by such bargaining unit member in seeking recovery from any party responsible for said loss.

Section 16.16: Clothing for Cooks

Cooks will be supplied with two (2) jackets, tunics, or other suitable cover for the upper body. Cooks will maintain their clothing and management will replace when necessary.

ARTICLE XVII
SAFETY AND HEALTH

Section 17.1: Board Obligation

The Board of Education and the Union agree to establish a Safety and Health Committee of four (4) members, two (2) representing the Union and two (2) representing the Board. This Committee shall meet at least two (2) times per year.

Section 17.2: Work Related Injuries

The Board shall make all reasonable provisions for the safety and health of its employees during the hours of their employment. Major protective devices and other equipment to properly protect employees from injury shall be provided by the Board.

Section 17.3: Copies of Reports

An employee involved in an occupational accident or sickness which is covered by the Workman's Compensation Act and is compelled to lose time by such accident or sickness shall be paid for lost time on the day on which the accident or sickness occurred.

Employees involved in an occupational accident or sickness shall be treated by a doctor of their own choosing, if approved by the Board. Approval of a doctor will not be denied except for legitimate reason. The Board shall furnish transportation to doctor's office or hospital for injured employees if requested for initial treatment.

Copies of reports on health and safety will be available to the Union.

ARTICLE XVIII
CONDITIONS OF AGREEMENT

This agreement is made subject to all statutes now or hereafter enacted or amended, including the School Code of 1955. Any provisions hereof in conflict with any such statute shall be of no force and

effect, and all rights, duties, and benefits provided to, or imposed therein upon the employee, the School District, or the Board shall not hereby be denied or restricted, except as otherwise specifically and lawfully provided herein.

ARTICLE XIX
STRIKES AND RESPONSIBILITIES

Section 19.1: No Strike

During the life of this agreement, neither the Union nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report for work, or willful absence of any employee from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 19.2: Notification to Union

If the Union, after being notified in writing by the Board of any such strike or work stoppage, within twenty-four (24) hours, disclaims in writing to the Board, responsibility for any activity prohibited hereby, and takes immediate steps to seek to end such strike or work stoppage, it shall not be liable in any way therefor. Violation of this Article by any employee, or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

Section 19.3: Legal Remedies

The Board of Education, in the event of the violation of this Article, shall have the right, in addition to the foregoing, to avail itself of any other remedies available at law.

Section 19.4: No Waiver

Notwithstanding the foregoing, nothing contained in this Article shall be construed as a waiver of any rights of the Union or its members which they may have under Act 379 of the Public Acts of 1965, or which are otherwise provided by law.

ARTICLE XX
TERMINATION OF AGREEMENT

Section 20.1: Effective/Termination Dates

The terms and conditions of this agreement shall become effective September 1, 1995, and shall continue in effect until 12:01 a.m., September 1, 1997.

Section 20.2: Notices

Any notice to be given under this agreement shall be given by certified mail and, if by the Board, be addressed to the United Steelworkers of America, 503 N. Euclid Ave., Suite 10, Euclid Plaza, Bay City, Michigan 48706; and if by the Union, to the Board of Education Offices, 303 Pine, Essexville, Michigan 48732. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

SCHEDULE A

WAGE RATE AND CLASSIFICATIONS

	Effective <u>1995-96</u>	<u>1996-97</u>
Cook	\$9.48	\$9.78
Server	\$8.71	\$8.99

Servers are not to be utilized in the preparation of food.

In reference to food service employees, a twenty-five cent (\$.25) per hour premium will be allowed for those hours worked after 3:00 p.m. and all Saturday work.

HOLIDAYS

A. Legal paid holidays for food service employees shall be:

Labor Day (when school is in session)	New Year's Eve
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	

B. Triple time shall be paid for all work performed on the above mentioned holidays (which means holiday pay plus double time).

C. If the holiday falls on a Saturday, the preceding Friday will be considered the holiday. If the holiday falls on Sunday, the following Monday will be considered the holiday.

INSURANCE

Hospitalization, Surgical and Medical Benefits:

- A. It is understood that for those food service employees employed a minimum average of twenty (20) hours per week, the Board of Education will consider payment of hospitalization insurance based upon benefits as described in "A" above. It is further understood that premium payments will be prorated on the basis of the average number of hours worked per day compared with an eight (8) hour workday. For example, four (4) hours worked compared with a total workday of eight (8) hours, the premium payment would be one-half (1/2). It is understood that minimum payment would be thirty dollars (\$30.00) per month. Individuals desiring hospitalization insurance coverage paid for by the Board of Education may, upon establishing need (i.e., become widowed, divorced or not having individual coverage within the hospitalization insurance coverage of spouse), petition the Board concerning the individual situation. Representatives of the Board and the food service employee will meet to discuss the petition.
- B. The Board of Education is to provide \$5,000 AD&D (Accidental Death and Dismemberment) coverage for regularly scheduled cooks and servers.
- C. It is understood that when an individual exhausts his/her individually accumulated sick leave, the Board of Education will continue payment of health insurance premiums for a period of ninety (90) days.

If an individual has at least sixty (60) days of sick leave accumulated at the point of approved leave for disability, one (1) additional month of premium allowance will be granted beyond the ninety (90) days referred to above for each twenty (20) days or fraction thereof.

LIFE INSURANCE

\$12,000 life insurance to be provided for each regularly scheduled food service employee who is a member of the bargaining unit at no cost to the employee.

NOTICE OF NO WORK

Except for school calendar non-scheduled days of work, employees who are permitted or notified to come to work when there is no work shall be paid their full scheduled day's pay for hours they should have worked. Advance notification must be given before the end of the prior school day. In the event of stoppages in connection with labor disputes, major breakdowns or causes beyond the control of management, this section shall not apply.

CALL-BACK

- A. In the event an employee is called back to work outside his/her regular shift, such employee will be paid for the hours worked in accordance with the overtime provisions of this agreement and will be guaranteed not less than three (3) hours work or pay at his/her regular or premium rate to include shift premium, or the rate or premium rate of the job he/she is called for, whichever is higher. In the event of stoppages in connection with labor disputes, major breakdown or causes beyond the control of management, this section shall not apply.
- B. Such employees may be required to perform other work outside their classification during this period.

REST PERIOD

Employees shall be granted a fifteen (15) minute break, morning and afternoon, for each eight (8) hour shift; four (4) hour work shifts shall have one (1) fifteen (15) minute break. An individual assigned to a regular five (5) hour shift will be allowed a twenty (20) minute break.

OVERTIME PAYMENT

- A. Time and one-half (1x½) shall be paid for all overtime in excess of eight (8) hours in any day, or forty (40) hours in any one week.
- B. Double time shall be paid for all hours worked on Sunday with a four (4) hour guarantee.

SICK LEAVE, HOLIDAY PAY AND PERSONAL AFFAIRS DAYS

If benefits for sick leave, holiday pay and personal affairs days are applicable, payment will be made according to the following schedule:

- Payment shall be two and one-quarter (2¼) hours for elementary servers.
- Payment shall be three (3) hours for the server at Cramer Junior High.
- Payment for cooks shall be the average of the preceding week.

Essexville-Hampton Board of Ed. - LU 7380, USWA (Food Service)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers, duly authorized, as of the day and date first written above.

Signed this 11th day of September, 1995.


ESSEXVILLE-HAMPTON
BOARD OF EDUCATION

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC



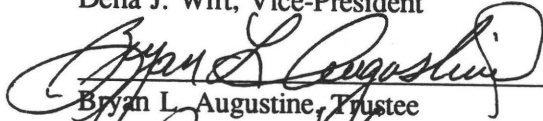
Donald J. Massnick, President

George F. Becker, International President



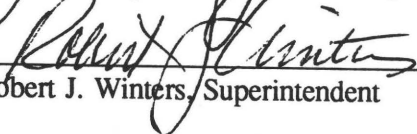
Dena J. Wirt, Vice-President

Leo W. Gerard, International Sec.-Treasurer



Bryan L. Augustine, Trustee

Richard H. Davis, International Vice-President




Robert J. Winters, Superintendent

Leon Lynch, International Vice-President

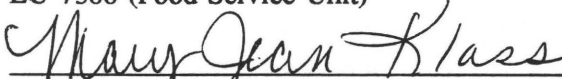
Harry E. Lester, District Director



William B. Wittbrodt, Staff Representative



Miles Cameron, Staff Representative
LU 7380 (Food Service Unit)



Mary Jean Klass, Unit Chairperson



Carol Kintner, Committee Person



Kathy Strieter, Committee Person

