

8/18/97

A G R E E M E N T

BETWEEN THE

PAW PAW PUBLIC SCHOOLS

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 547, AFL-CIO

FOOD SERVICE PERSONNEL

1994 - 1997

Paw Paw Public Schools

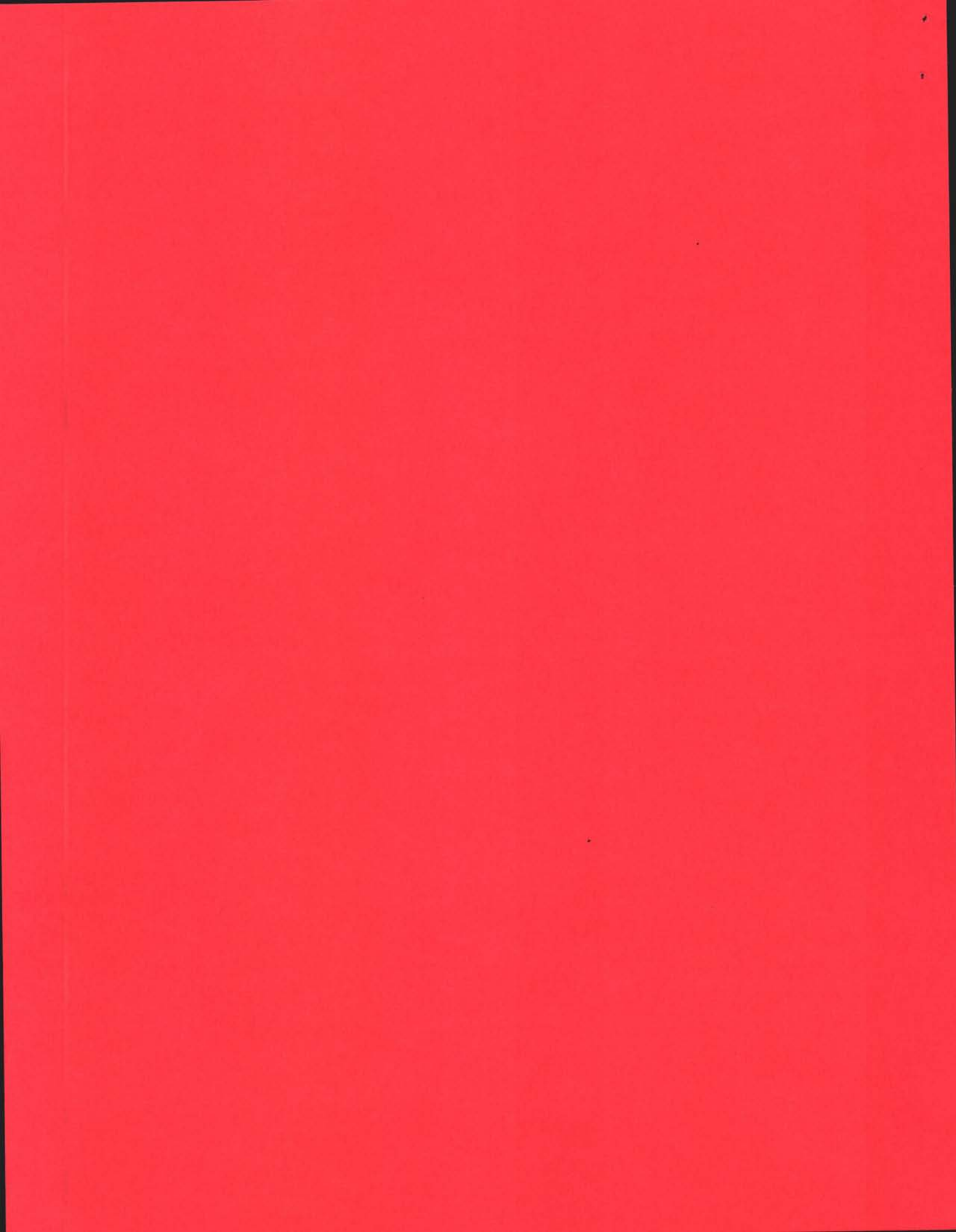
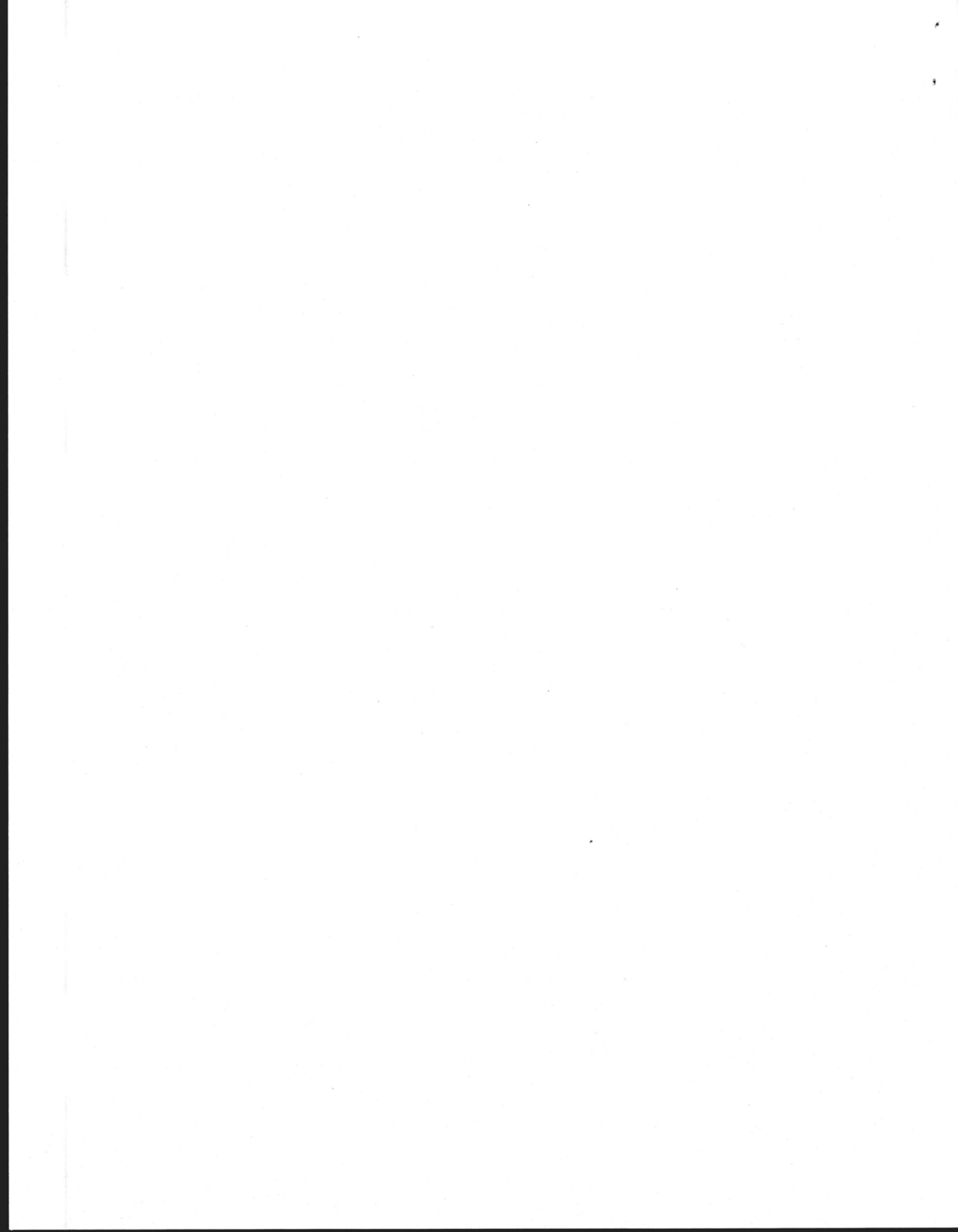


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AGREEMENT

between

THE PAW PAW PUBLIC SCHOOLS
hereinafter referred to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
Local No. 547, 547A, 547B and 547C, AFL-CIO
hereinafter referred to as the "Union"

ARTICLE I - UNION RECOGNITION

Section 1: The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent as defined in Section II of the Act #379 of the Public Acts 1965 in the meaning of the Public Employment Relations Act for the duration of this Agreement.

Section 2: The term "employee" as used herein shall include all full time cafeteria employees, excluding supervisors.

ARTICLE II - UNION SECURITY

Section 1: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or in the alternative elect to pay the agency shop fees for purposes of recognizing the Union as their agent. It is further understood and agreed by and between the parties to this Agreement that all employees of the Employer covered by this Agreement who are not members of the Union in good standing on the effective date of this Agreement, shall, within thirty (30) days become members in good standing or agree to contribute an amount equal to the monthly dues to the Union for purposes of recognizing the Union as their agent. For those employees who are employed after the effective date of this Agreement, it is understood and agreed by and between the parties that said employees shall, upon the completion of their probationary period, either become members of the Union in good standing or in the alternative elect to pay the agency shop fees for purposes of recognizing the Union as their agent.

Section 2: The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

Section 3: In the event the Union refuses to accept any person so hired as a member said person may continue in employment.

Section 4: It shall be the responsibility of the Union to notify and request the Employer to terminate any employee for failure to comply with the provisions of this article.

ARTICLE III - CHECK-OFF

Section 1: For those employees who properly execute payroll deduction authorization cards, the provisions of which must conform to the legal requirements of such authorization cards, the Employer agrees to deduct from their first (1st) paycheck each month the regular monthly Union dues or a like amount certified to the Employer by the Union and remit the same to the Union on or before the fifteenth (15th) day of each month following that which deductions were made.

Section 2: The Employer shall be free from any liability by reason thereof to those employees whose dues are so deducted.

ARTICLE IV - RIGHTS OF THE BOARD OF EDUCATION

Section 1: 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 constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative activity of its employees during the employees' work day.
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- (c) To determine work load, hours of employment, and the duties, responsibilities, and assignment of employees covered under this Agreement.

Section 2: The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board of Education, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are not in conflict with the constitution of

the laws of the State of Michigan, and the constitution and laws of the United States.

Section 3: The Board of Education has the right to change its policies, including those policies which affect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of the Agreement.

ARTICLE V - NEGOTIATIONS PROCEDURE

Section 1: If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Section 2: The Union agrees to indemnify and save the Board, and including each individual school board member, all administrators and supervisors, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE VI - NON-DISCRIMINATION

Section 1: The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of religion, race, color, national origin, age, sex, height, weight, or marital status.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as an alleged violation of the meaning, interpretation or application of a specific article or section of this Agreement.

Section 2: If any grievance arises, there shall be no stoppage or suspension of work because of such grievance.

Section 3: STEP ONE. Any grievance or complaint shall be discussed with the supervisor for settlement. Any employee or group of employees who have any grievance may be accompanied by their steward, if so desired, and must submit it to the supervisor

within two (2) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The supervisor shall investigate and advise the grievant of the disposition of the complaint within two (2) regularly scheduled working days after it has been made to him/her. Any grievance filed without this initial informal conference or not filed within five (5) working days of the occurrence shall be considered by all parties as null and void. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply:

Section 4: STEP TWO. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and must be presented to the supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which it is based. The supervisor shall give a written answer to the aggrieved employee within two (2) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or Union steward shall so indicate it in writing, giving one (1) copy of the settled grievance to the supervisor.

Section 5: STEP THREE. If the grievance has not been settled at Step Two and if it is to be appealed to Step Three, a written notice of such appeal must be served upon the Superintendent or designated representative within two (2) regularly scheduled working days after receipt by the steward and/or the employee of the supervisor's Step Two answer. The Union's representative and the Superintendent and/or designee shall meet to consider the grievance within ten (10) regularly scheduled working days after the Superintendent receives notice of appeal to this Step. The Superintendent or designated representative shall give the Union's representative a written answer to the grievance in triplicate within five (5) regularly scheduled working days after the date of such meeting.

Section 6: STEP FOUR. If, at this point, a grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to the Board of Education provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Employer's Step Three answer. If the grievance has not been submitted to the Board of Education within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. The Board of Education shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the Board of Education in their judgment to sustain, reverse or modify any alleged unjust discharge that may reach this

stage of the grievance procedure. All presentations of grievances under this step shall be made to the Board of Education in an executive session at which both the employee and his/her representative or representatives and the administrators or supervisors concerned are present.

Section 7: STEP FIVE. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration rules, then obtaining, providing such submission is made within fifteen (15) calendar days after receipt by the Union of the Board of Education's Step Four answer. If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

Section 8: Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

- (a) It is understood and agreed that the time limits specified in this grievance procedure may be extended by agreement between the Employer and the Union.
- (b) It is understood and agreed that any step of the grievance procedure may be waived by agreement between the Employer and the Union.

Section 9: The power of the arbitrator stems from this Agreement and his/her function shall be limited to deciding whether a specific article or section of the Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authorities of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement.

Section 10: If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, the employee shall be reinstated with up to full reimbursement of all wages lost as stipulated by the arbitrator.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

Section 1: Discipline, suspension and discharge shall be only for just and stated causes. The Employer shall notify the employee and the Union of such action within five (5) days of the occurrence.

ARTICLE IX - SENIORITY

Section 1: A newly hired employee shall be on a probationary status for sixty (60) working days. The probationary period shall be sixty (60) working days taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) working day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without recourse or appeal by the Union. Probationary employees who are absent during the first sixty (60) working days of employment shall work additional days equal to the number of days absent and such employee shall not have completed the probationary period until these additional days have been worked.

Section 2: After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

Section 3: Employees shall be laid off, recalled or demoted according to their seniority in their classification. During a layoff, a reduction or increase in hours, an employee in the classification of cook, baker or driver, may displace a kitchen aide classification employee providing such employee has more seniority and the necessary qualifications and ability to perform the duties of the job involved. When the layoff, reduction, or increase is complete, the most senior employee within each classification shall have the same or more regularly scheduled hours per day than the next senior employee. Recall shall be done according to seniority of layoff.

Section 4: When extra work or help is needed, as deemed by the supervisor, employee(s) will be called in according to seniority list.

Section 5: An employee will lost his/her seniority for the following reasons:

- (a) Employee resigns.
- (b) Employee is discharged for cause.

Section 6: An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each

year. Such list shall contain date of hire, employee's location and classification.

ARTICLE X - LEAVES OF ABSENCE

Section 1: An employee who has completed the probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of not to exceed thirty (30) regularly scheduled working days in any calendar year, provided the employee obtains advance written permission from the Employer and can be spared from work for that purpose. Applications for such leave must be in writing on the form provided by the Employer. No more than one (1) employee at a given time will be permitted such leave. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self employment and any employee who obtains a leave of absence by misrepresenting the purposes therefor shall be discharged.

Section 2: An employee who, because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and benefits and without loss of seniority for the duration of such disability, provided the employee promptly notifies the Employer of the necessity therefor and provided further that the employee supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

Section 3: The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

Section 4: Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require absence from his/her work shall be granted a leave of absence for the term of such office and shall accumulate seniority during his/her term of office and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights.

Section 5: Employees may be granted extended leave without pay and benefits in case of pregnancy.

ARTICLE XI - SICK LEAVE/FUNERAL LEAVE

Section 1: Each employee after completing the probationary period shall earn sick leave at the rate of one (1) day for each month worked. For each twenty (20) work days that the employee works during June, July and August, the employee shall earn one (1) sick day.

- (a) For purposes of bookkeeping the days will be converted to hours.
- (b) Sick leave for the current year shall be posted and available at the beginning of the school year.
- (c) The accumulated days that each employee may earn for the term of this Agreement shall be sixty (60) days.
- (d) The days earned shall be converted to hours according to the following formula: average number of hours worked per day during the first month of employment for each school year times the number of days will equal the accumulated hours.
- (e) If an employee changes classifications which will entail additional hours worked or increases the number of hours worked, the sick leave hours will be adjusted to reflect this change in the subsequent months.

Section 2: Sick leave shall be paid for at the employee's current rate of pay for each hour taken. Fractions of hours taken shall be rounded off to the nearest one-half (1/2) clock hour. Deductions from sick leave shall be made accordingly; by hours and fractions of hours taken and paid.

Section 3: Earned sick leave may be used by the employee in case of necessary absence due to:

- (a) Personal illness of the employee.
- (b) Illness in the employee's immediate family, to include spouse, son, daughter, mother, or father. The purpose of this section is to provide the employee an opportunity to care for illness in the employee's immediate family in case of emergency. Unless such illness is serious or critical, the employee is expected to make arrangements for the care of a family member following the first twenty-four (24) hours of such illness.
- (c) The Employer agrees to provide to employees of the bargaining unit information pertaining to their sick leave merely by contacting the Central Office.

Section 4: Sick leave shall be certified by the employee when required by the Superintendent. Falsification of such certification shall be cause for dismissal.

Section 5: The Superintendent may require that an employee who has been absent for any reason for any period of time, shall present medical certification of physical or mental fitness to continue working.

Section 6: A funeral leave shall be granted with pay for a period not to exceed three (3) days to attend the funeral of a member of an employee's immediate family, to include the present spouse, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandchild. The first two (2) days of funeral leave shall not be charged to sick leave. The third day shall be deducted from sick leave. Additionally, employees may use one (1) day per year, deducted from sick leave, to attend the funeral of a friend.

Section 7: An employee shall receive a sixty dollar (\$60.00) bonus each year of this Agreement if the employee uses no sick leave for the periods August through June of each contract year.

ARTICLE XII - WAGES AND HOURS

Section 1: The job classification and applicable rates of pay are set forth in Appendix A attached hereto and shall remain in full force and effect for the duration of this Agreement.

Section 2: For the purpose of this Agreement, the week shall be the work week (five [5] days) and the day shall be the work day.

Section 3: Time and one-half shall be paid for all time worked in excess of forty (40) hours in one (1) work week.

Section 4: The Employer is not obligated to assign or schedule work that, when combined with other bargaining units work, the total hours exceed forty (40) hours in one week.

Section 5: Whenever an employee is called to work the employee shall receive pay for actual time worked or a minimum of two (2) hours of pay at his/her straight-time hourly rate, whichever is greater.

Section 6: The Employer recognizes the need for periodic cleaning of equipment. The supervisor shall evaluate the cleanliness of the kitchen(s) and all equipment. If the supervisor determines that necessary cleaning cannot be done during the regular work day, the supervisor may schedule cleaning time to coincide with, but not limited to, days when students are not in attendance.

Section 7: The supervisor will maintain a list of employees willing and qualified to substitute for other employees who are absent. The employee is responsible to notify the supervisor of any changes as to availability or unavailability to substitute. Failure to remove one's name from the list may, at the supervisor's option, require the employee to substitute in the absent position. The absence will be first filled by employees in that building. Next the supervisor will fill the absence by the most senior person employed at other buildings who is on the list. The employee must be capable and qualified to perform in that absent position.

ARTICLE XIII - HOLIDAYS

Section 1: Employees covered by this Agreement shall be entitled to their normally scheduled hours pay for the following holidays even though no work is performed: Labor Day (providing the employee is scheduled to work prior to Labor Day), Thanksgiving Day, day after Thanksgiving, Good Friday and Memorial Day; provided that the employee works the last scheduled work day before the holiday and the scheduled work day following the holiday. If an employee is ill prior to or following a holiday, the period of illness shall be considered as work days. In addition, employees will receive pay for Martin Luther King, Jr.'s birthday if the State of Michigan mandates that school will be closed.

Section 2: The "normally scheduled hours" in Section 1 will be determined by averaging the hours per day that each employee has worked to date for the contract year.

ARTICLE XIV - SAFETY AND HEALTH

Section 1: As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination and, following employment, may thereafter be required to satisfactorily pass an annual physical examination given by a physician designated by the Employer. Employees shall also be required to satisfactorily pass examinations for tuberculosis as prescribed in the Michigan School Law. The aforementioned examinations shall be at the expense of the Employer.

Section 2: Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved. Employees shall be required to fill out report forms made available by the Employer.

Section 3: The Employer shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protective devices or equipment as is reasonably required thereby.

Every employee shall observe all safety rules and shall use such safety devices or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action including discharge.

Section 4: The employee shall take reasonable measures in order to prevent and eliminate any present or potential job hazards which they may encounter at their places of work. The employee will also be expected to inform the supervisor in writing of any such job hazards as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The supervisor shall make an investigation and will make a written report, a copy to be sent to the Union representative and a copy to the Superintendent of Schools.

ARTICLE XV - JURISDICTIONAL WORK

Section 1: Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency except nothing contained herein shall preclude non-bargaining unit employees from performing bargaining unit work to the extent that is presently being done.

Section 2: The supervisor shall not replace an employee, but may assist during the employee's work hours.

ARTICLE XVI - TRANSFERS AND PROMOTIONAL PROCEDURE

Section 1: Notice of all permanent vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given three (3) school days time in which to make written application. The senior employee making application shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications and ability to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work, the starting date, the rate of pay, the hours to be worked, and the classification.

Section 2: Any employee temporarily transferred shall be paid either the rate of the position from which he/she is transferred, or the rate of the position to which he/she is transferred, whichever is higher. An employee transferred to a supervisory position (temporary) shall receive seventy-five (75) cents per hour additional pay for such hours worked.

Section 3: Temporary transfers to fill new jobs or permanent vacancies, shall be for a period of no longer than thirty (30) days of transfer (except extensions by agreement).

ARTICLE XVII - LEAVES WITH PAY

Section 1: Employees shall be eligible to receive one (1) personal business day each year of this Agreement (non-accumulative) providing the following conditions are met:

- (a) The day shall not be used for recreational purposes, shopping or job interviews, nor shall it be used the day prior to or the day following a vacation period or holiday. The day may be used only for personal business that must be conducted during the employee's work hours.
- (b) The employee completes an application on a form provided by the Employer (see Attachment B) five (5) days prior to use and forward this form to the supervisor.

Section 2: The employee must give reason to the supervisor prior to use of the personal business day.

ARTICLE XVIII - SUBCONTRACTING

(THIS ARTICLE WILL BECOME EFFECTIVE ON AUGUST 22, 1995)

Section 1: Notwithstanding any other provision of this Agreement; the Employer reserves unto itself the right to subcontract that work which it does not have the manpower, equipment, or facilities to perform or to subcontract that work for reasons based on economy, efficiency and/or quality of work product.

Section 2: In the event the Employer, in its sole discretion, determines that it is necessary to subcontract bargaining unit work, which will result in the reduction of such bargaining unit work, the Employer will meet with the Union prior to finalizing the decision to subcontract and will present the reasons for the subcontracting, the cost savings projected for the subcontracting, and will give the Union members the opportunity to negotiate for the work, and to negotiate relative to the impact of the subcontracting on the employees and the Employer.

Section 3: The Employer reserves the right to determine the means of performing any work.

Section 4: The Employer agrees that it will not subcontract for the sole purpose of discriminating against the Union.

ARTICLE XIX - GENERAL

Section 1: Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his/her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Section 2: After presentation of proper credentials to the Superintendent or designated representative, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

**NOTE: SECTION 3 WILL BECOME OBSOLETE ON AUGUST 22, 1995
AND WILL BE REPLACED BY ARTICLE XVIII--SUBCONTRACTING**

Section 3: Nothing contained herein shall preclude the Employer from contracting out or subcontracting that work which, in its opinion it does not have the manpower, equipment or facilities to perform (or which, in its judgment, it cannot economically and/or practically perform with the existing work force). If in the event the Employer decides to implement any contracting or subcontracting that would result in the displacement of any current bargaining unit employees, the Employer shall notify the Union in advance and shall meet with the Union in a labor management meeting to discuss this specific issue prior to any such contracting or subcontracting.

- (a) The Employer does hereby agree that it will not contract or subcontract in a manner that would reduce the present work force during the term of this Agreement.
- (b) It is understood between the parties that any subcontracting is not intended to affect the bargaining unit employees with regards to wages, hours and working conditions.

Section 4: The Employer will pay each employee sixty percent (60%) of the employee's daily rate on snow days if the employee does not report to work and school is not in session.

Section 5: The cost of the preparation of this Agreement will be borne equally by the parties.

Section 6: This Agreement supersedes and cancels all previous Agreements 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.

Section 7: A committee composed of the business agent, one (1) union steward, two (2) union volunteers, the Business Manager and Board representatives will meet as needed to discuss problems of mutual concern.

ARTICLE XX - STRIKES AND LOCKOUTS

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

Section 2: Any employee, group of employees or union steward who instigates, aids or engages in a strike, slowdown or any other concerted interference with the operations of the Employer may be disciplined or discharged within the sole discretion of the Employer.

ARTICLE XXI - DURATION

Section 1: This Agreement shall become effective as of the 28th day of August, 1994, and shall remain in full force and effect until the 18th day of August, 1997, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15th day of December, 1994.

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 547C, AFL-CIO**

PAW PAW BOARD OF EDUCATION

Date _____

Date _____

APPENDIX A

Section 1: The following minimum rates of pay shall be established and remain in effect for the duration of this Agreement.

<u>Classifications</u>	<u>1994-95</u>		<u>1995-96</u>		<u>1996-97</u>	
	<u>Prob.</u>	<u>Req.</u>	<u>Prob.</u>	<u>Req.</u>	<u>Prob.</u>	<u>Req.</u>
Kitchen Aide	\$6.92	\$7.26	\$7.13	\$7.48	\$7.33	\$7.69
Driver Food Han.	7.58*	7.79	7.81*	8.02	8.02*	8.24
Cook/Baker	7.58*	7.79	7.81*	8.02	8.02*	8.24

Section 2: Longevity Pay

Upon completion of:

- (a) five (5) years continuous service, an additional ten (10) cents per hour will be paid,
- (b) ten (10) years continuous service, an additional fifteen (15) cents per hour will be paid,
- (c) fifteen (15) years continuous service, an additional twenty (20) cents per hour will be paid,
- (d) effective August 21, 1995, twenty (20) years continuous service, an additional twenty-five (25) cents per hour will be paid.

Section 3: Special Dinners

Wage: Employee's hourly rate. Assignment of personnel for special dinners shall be by seniority and qualification and shall be divided as equally as possible in order to rotate the assignments among members of the unit.

- (a) If special dinners or banquets are to be staffed with the supervisor, at least one (1) employee shall also work and shall be paid at the employee's regular hourly rate. The supervisor shall determine the number of staff needed.
- (b) Under certain circumstances volunteers may be solicited from the Union to work without pay. Each separate occasion must be discussed with the Union steward(s). If volunteers are not available, the necessary number of employees will be hired at their regular hourly rate.

Section 4: Uniform Allowance

- (a) The Employer agrees to provide payment as noted below for the purchase of uniforms for members of the unit. The color will be agreed upon by the supervisor and the employees.
- (1) Employees working two and one-half (2-1/2) or more hours per day: \$125.00/yr
 - (2) Employees working less than two and one-half (2-1/2) hours per day: 62.50/yr
- (b) To qualify for the uniform allowance, the employee must be employed and working by October 1 of the school year.
- (c) The Employer may provide to each employee an advance of approximately \$50.00 to \$60.00 for the purchase of allowable items under the uniform allowance. The Employer will provide a form (see Attachment A) which must be signed by the employee and be kept on file in the Central Office. Receipts of purchase must be returned to the Central Office. The balance of the uniform allowance will be reimbursed to the employee when receipts are submitted.

Section 5: It is agreed between the parties that the classifications of Cook and/or Baker does not preclude either of these individuals from carrying forth the responsibilities of cooking and baking.

*If an employee is promoted from Kitchen Aide to either Driver Food Handler or Cook and/or Baker, the employee will be required to serve a probationary period of twenty-five (25) working days at the probationary rate. Employees unable to successfully complete their secondary probationary period shall return to their former position without loss of wages, benefits or seniority.

ATTACHMENT A

I, the undersigned, have received an uniform allowance advance in the amount of \$_____ on this date, _____, as per APPENDIX A, Section 4, Uniform Allowance; sub (d), and agree to present receipt for purchase of allowable items to the Central Office as soon as possible.

It is further understood that if a receipt is not presented within two (2) pay periods, that the money advanced will be deducted from subsequent pay checks.

Signature

Date

ATTACHMENT B

Notification of Usage of Personal Business Day

Name: _____

Date to be taken: _____

I acknowledge that this Personal Business Day* is being used for purposes that can only be conducted during the regular work day and is not being used for recreational purposes, shopping, job interviews nor the day prior to or the day following a vacation period or holiday; ARTICLE XVII, Section 1, sub (a).

Signed: _____

Date submitted: _____

Approval of immediate supervisor: _____

Date approved: _____

*May be taken in one-half or whole hours

ATTACHMENT C

Definitions

Extra work is the time before and after the employee's regularly scheduled work day.

Call in shall occur for unscheduled work or an emergency beyond the normal day.



