

A G R E E M E N T

8-7-75

Benton Harbor

THIS AGREEMENT entered into this 7th day of August, 1972, by and between the BENTON HARBOR AREA SCHOOLS, Berrien County, Michigan, hereinafter referred to as the Board or Employer, and BENTON HARBOR FOOD SERVICE UNIT, Chapter of LOCAL NO. 953, Affiliated with COUNCIL NO. 55 of the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union,

WITNESSETH:

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. Recognizing that the well being of the Employer and the job security of the employees depend on the Employer's ability to continue to provide the proper food service for those whom the Employer serves, the Employer and the Union for and in consideration of the mutual promises, stipulations and conditions hereinafter specified agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Public Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all employees employed as food service employees, including cooks, hostesses, cafeteria workers and food transportation drivers, excluding temporary employees, on-call employees, supervisors and all other employees.

Section 2: (a) Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

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(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union, or pay to the Union each month a service charge in an amount equal to the regular monthly dues for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment to become members of the Union or pay to the Union each month a service charge in an amount equal to the regular monthly dues, for the duration of this agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues and/or service charge uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(e) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears in payment of the service charge.

(f) Employees who fail to comply with the requirements of this article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

1. During the life of this agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer, the Employer will deduct from their pay, the second pay period each month, the applicable amount designated in writing to the Employer by the Secretary-Treasurer of the Union, and shall promptly remit any and all amounts so deducted to said Secretary-Treasurer of the Union along with a list of employees from whom the deductions were made. The Union agrees to indemnify

and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this subsection and paragraphs (a) through (f) above.

Section 3: The management of the school and the direction of the workers is vested exclusively in the Board, including, but not limited to, the right to hire, transfer, promote, or discharge for just cause, to continue to make reasonable rules regarding the safety and work conduct of employees, to use improved methods or equipment, to buy equipment or products, to adjust the man-power to the work on hand and the hours anticipated, and all other functions of management not specifically limited or abrogated by the terms and provisions of this Agreement or by law.

Section 4: The Board and the Union agrees that for the duration of this agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, marital status, nationality or political belief nor shall the Board or its agents nor the Union, its agents or members, discriminate against any employee because of his or her membership or non-membership in the Union.

Section 5: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in any Union activities on the Employer's time or premises.

- (a) The Union shall have the right to elect or designate one (1) steward for the on-site kitchens and one (1) steward for the mass feeding programs and each steward shall have one (1) alternate who shall function only in the absence of the regular steward, all of whom shall have completed their probationary period. Stewards shall be permitted to confer with bargaining unit employees with respect to official Union business on the Employer's premises but not on the Employer's time.
- (b) The Union shall inform the Board in writing as to who has been appointed or elected stewards for the bargaining unit and the alternates therefor.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: FIRST STEP. An employee who has a complaint must submit his complaint orally to his supervisor with or without his steward, within three (3) working days after the occurrence of the event or after the employee has or should have had knowledge of the event upon which the complaint is based. The immediate supervisor shall give the employee an oral answer to his complaint within three (3) working days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him.

Section 3: SECOND STEP. In the event the complaint is not settled as provided in the First Step, the complaint shall be reduced to writing upon an appropriate form furnished by the Union in triplicate, stating the facts upon which it is based, when they occurred, specifying the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and the steward and must be presented by the employee or steward to the Director of Food Services in duplicate, with a copy to be sent to Council 55 within two (2) working days after receipt of the First Step answer. The steward or the Grievance Committee shall then promptly meet to discuss the written complaint with the Business Manager or other representatives designated by the Board. The Business Manager or his designated representatives shall investigate and arrive at a decision regarding the complaint within five (5) regularly scheduled working days following receipt of the written grievance.

Section 4: THIRD STEP. If the grievance has not been resolved in the foregoing steps and either the Union or the Board decides to carry the grievance further, the moving party shall, within ten (10) regularly scheduled working days, process the grievance to the Appeal Board as set forth below:

- (a) The Appeal Board shall consist of one (1) representative selected by the Employer, one (1) representative selected by the Union and a mediator appointed by the State Employment Relations Commission. The Appeal Board shall meet within fourteen (14) calendar days after receipt of the above appealed notice

by the non-moving party and shall render a decision within seven (7) calendar days following such meeting which decision, provided it is unanimous, shall be final and binding on the parties to this Agreement.

- (b) In the event the Appeal Board, above described, is unable to arrive at a unanimous decision, either party may submit the grievance to arbitration to the American Arbitration Association in accordance with its voluntary labor arbitration rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Appeal Board's answer in Step Three of the grievance procedure. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and shall not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any of the 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 an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. 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 Board and the Union.

Section 5: Grievances which are not appealed within the time limits specified herein shall be considered to be settled on the basis of the Board's last answer. If the Board fails or neglects to answer a grievance within the time limits specified herein the grievance shall automatically be referred to the next higher step in the grievance procedure except that nothing herein contained shall be construed to automatically advance a grievance to arbitration.

- (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.

Section 6: Any settlement arrived at between the Board and the Union of a grievance will be reduced to writing in duplicate and signed by the Board and the Union. Council 55 and the Local Union will receive one (1) copy and the Board will retain one (1) copy of such settlement.

Section 7: Wherever the words are used in this Agreement, "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 8: It is agreed that employees shall not be preemptorily discharged, after the date of this Agreement, but that in all instances in which the Board may conclude that an employee's conduct may justify discharge, such employee shall first be suspended without pay. In all cases of suspension, the Board shall promptly notify the Union steward in writing. Such initial suspension shall be for not more than five (5) regularly scheduled working days, and if such suspension is converted to a discharge, such discharge shall not be made until the end of said five (5) day period. During this period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing with respect to the action taken at the Second Step of the grievance procedure before the Union representatives and the Business Manager and/or his designated representatives. After such hearing or if no such hearing is requested, the Board shall decide, dependant upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted to a discharge or that the employee should be reinstated with full back pay.

- (a) In the event it should be decided by the Appeal Board, or at arbitration that the employee was unjustly suspended or discharged, the Board shall reinstate such employee and pay full compensation, partial or no compensation for time lost from work due to such suspension or discharge as determined by the Appeal Board or arbitrator which compensation, if any, shall be at the

employee's regular rate of pay less such compensation as he may have earned at other employment during such period.

ARTICLE IV - 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, slow-down or any other concerted interference with the operations of the Board. The Board agrees that it will not lockout the employees.

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

ARTICLE V - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the Board which shall be from his most recent date of hire. Absences from work due to illness, accident, leaves of absence or layoff shall not be construed as a break in continuous service except as hereinafter provided.

Section 2: Student help shall be defined as those employees who are enrolled in school or college programs. Temporary employees shall be defined as those employees who are hired for a specific job or period of time which shall not exceed ninety (90) calendar days unless mutually agreed between the parties hereto to extend said time limit.

Section 3: All new employees shall be probationary employees for the first ninety (90) calendar days since their most recent date of hire. The ninety (90) calendar days probationary period shall be extended by the additional number of days necessary to make up for duty days missed through the employee's absence and/or school vacation days. The Employer agrees to notify the Unit Chairman in writing of the names of new employees and the date they are hired at the same time the Payroll Department is notified.

- (a) During the probationary period the employee shall have no seniority status and may be laid off or dismissed from employment in the

discretion of the Board without regard to his relative length of service.

- (b) Upon satisfactorily completing his probationary period, the employee's name shall be added to the seniority list as of his most recent date of hire. For the purpose of this section, "date of hire" shall be the date the employee first reported for work pursuant to the instructions from the Board.

Section 4: The Board will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards as soon as possible after September 30th of each year and changes, as they occur, will be furnished to the unit chairman. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date, starting with the employee with the greatest amount of seniority at the top of the list. If two or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 5: An employee's seniority shall terminate:

- (a) If he quits, retires, or is discharged, which discharge is not reversed in the grievance procedure.
- (b) If he is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- (c) If, following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within five (5) calendar days after a written notice, sent by certified mail of such recall, is sent to his last address on record with the Employer or, having notified the Employer of his intent to return, fails to do so within

ten (10) calendar days after such notice is sent or upon the day established by the Employer for his return, whichever is the later.

- (d) If he accepts employment elsewhere while on a leave of absence or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave or vacation.
- (e) If an employee is laid off for lack of work or funds for a continuous period of twenty-four (24) or more consecutive months.

Section 6: When it becomes necessary to layoff employees due to lack of work or funds, substitute employees and probationary employees shall be the first to be laid off provided there are employees with seniority who are available and can satisfactorily perform the available work with a break-in period but without a training period. Thereafter, the least senior employees in the affected work center shall be laid off by job classification seniority in that work center, provided senior employees in the job classification are available and can satisfactorily perform the required work of such laid off employees with a break-in period but without a training period. In the event there are no employees with more job classification seniority in that work center who are available and can satisfactorily perform the work of those scheduled for layoff, then the junior employee or employees in such job classification shall be retained and the next least junior employee or employees shall be laid off.

- (a) If it becomes necessary to eliminate a job classification, reduce the number of employees in a job classification or reduce the number of employees in a work center, the last employee or employees to enter such job classification in the work center shall be the ones removed therefrom. Employees thus removed from the job classification may exercise their seniority to replace the employee with the least unit wide seniority in his job classification, which work such replacing employee can

satisfactorily perform with a break-in period but without a training period.

Section 7: When employees are recalled to work following layoffs for lack of work or funds, they shall be recalled to the job classification from which they were initially laid off. The laid off employees with the most job classification seniority who can satisfactorily perform the work involved with a break-in period but without a training period shall be the first to be recalled.

Section 8: In the event an employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees returned to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 9: No later than four (4) weeks prior to the start of school all employees who desire to return to work shall notify the Director of Food Services of their intentions. No later than three (3) weeks prior to the start of the regular school year, the Director of Food Service shall post all the vacancies to be filled on the Jefferson Building bulletin board by the work center. Employees desiring to bid on higher rated job classification vacancies shall do so by signing the posting not later than 4:30 p.m. on the Friday of the third week prior to the opening day of school. The employee who best qualifies for the job and who has the greatest amount of seniority shall be the one awarded the job. All job vacancies that are to be filled, which are not filled through the bidding procedure, shall be posted on the Jefferson Building bulletin board not later than the second week prior to the opening day of school. Employees desiring to transfer to an open job in their job classification shall sign up for the vacancy of their choice not later than 4:30 p.m. on the Friday of the third week prior to the opening day of school and the employer will endeavor to honor the employee's request for transfer. In the event a vacancy occurs during the school year, the Employer shall fill the vacancy at his discretion. It is understood that in filling such vacancy the Director of Food Service will consider the qualifications, seniority and desires of the existing employees. It is understood that work crews may be changed or rearranged during the school year by the Employer after consulting with the unit chairman of the bargaining unit.

- (a) It is expressly understood and agreed that in case of an emergency or whenever for a temporary period of time there is an insufficient number of qualified employees readily available to properly handle the work load, the Employer may cover such assignments with non-bargaining unit employees, supervisors or any other means available.

Section 10: The Board shall have the right to temporarily transfer employees from one job to another job irrespective of their relative seniority status to cover for employees who are absent due to illness, accident, vacations or leaves of absence for the duration of such absences. The Board shall have the right to temporarily transfer employees to fill temporary jobs and to take care of unusual conditions or situations, provided senior employees are offered the transfer first, which may arise for a period of not to exceed ninety (90) working days. Temporary transfers shall not be used to avoid the posting of permanent openings or vacancies. However, nothing herein contained shall be construed to prohibit the Employer from temporarily transferring employees to fill posted jobs from the time the posting goes up or until the time the successful bidder's trial period is over and he is permanently assigned thereto.

Section 11: By mutual agreement of the Board and the Union, an employee who, because of his age, disability or condition of health, is no longer able to satisfactorily perform the job duties of the job classification he occupies may be assigned, irrespective of his seniority, to an open job he is capable of satisfactorily performing or may displace an employee with less seniority in a job classification he is capable of satisfactorily performing.

Section 12: Notwithstanding their position on the seniority list, during the period of their appointment, stewards shall in the event of a layoff for lack of work, be continued at work so long as there is a job in their district for which they have the then present ability to satisfactorily perform and shall be recalled to work following a layoff on the first open job for which they have such ability. It is understood and agreed that in the event of a curtailment of the work force, stewards shall be required to exercise their actual seniority under the terms of this agreement until such time as such actual seniority will no longer permit them to remain at work in their district at which time the super-seniority provided for in this paragraph may be invoked.

- (a) Notwithstanding their position on the seniority list, the President, Vice President, Secretary, Treasurer, and Unit Chairman of the Local Union shall, in the event of a layoff for lack of work, be continued at work so long as there is a job in the bargaining unit for which they have the then present ability to satisfactorily perform. It is understood and agreed that such Union representatives shall be required to exercise their actual seniority under the terms of this Agreement until such time as such actual seniority will no longer permit them to remain at work, at which time the super-seniority provided for in this sub-paragraph may be invoked.

ARTICLE VI - LEAVES OF ABSENCE

Section 1: An employee who, because of illness or accident, is physically unable to report for work or due to a prolonged illness in the immediate family shall be given a leave of absence without pay and without loss of seniority of not to exceed two (2) years provided he promptly notifies the Employer of the necessity therefor with a certification from a physician and further that he supplies the Employer with a certification from a physician of the necessity for such absence and the continuation thereof when the same is requested by the Employer.

- (a) If such employee is able to return to work within ninety (90) calendar days after the start of such leave he shall at such time be entitled to immediately displace an employee with less seniority for whose job he is qualified and can satisfactorily perform without training, provided he supplies the Employer with a certification from a physician that he is able to return to work.
- (b) If such employee is not able to return to work until after ninety (90) calendar days following the start of such leave, he shall be re-employed in his former position if it is available, or in another position in the same classification, providing there is a vacancy he can satisfactorily perform with-
training and further, that he supplies the Employer with a certification from a physician that he is able to return to work.

Section 2: Pregnant employees shall be granted and must take a maternity leave of absence without pay and without loss of seniority starting with the end of the fifth month of pregnancy and terminating with the end of the third month following the termination of pregnancy. Such maternity leave may be extended up to an additional four (4) months if such employee presents a statement from a medical doctor certifying that she is physically unable to return to work.

- (a) In special cases, with the employee's doctors and the Board's written approval a pregnant employee may be permitted to continue working beyond the five (5) months limitation above referred to provided the pregnant condition does not interfere with the employee's attendance record or physical ability to satisfactorily perform her job duties.
- (b) Employees who are given leaves of absence due to pregnancy shall be eligible to return to work to the first permanent vacancy that thereafter exists in a job for which such employee is qualified and has the then present ability and physical fitness to satisfactorily perform without training. Upon such reinstatement, the employee will be credited with the amount of seniority she had at the start of the maternity leave of absence. If an employee on such leave of absence fails to apply for a reinstatement within the time set forth above, such employee shall forfeit any and all rights to return to work under the provisions of this section.

Section 3: An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he performs jury duty and on which he otherwise would have been scheduled to work for the Board shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from his employment with the Board on that day on the basis of the number of hours the employee was scheduled to work at his regular rate of pay. The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of sixty (60) days in any calendar year. In order to receive the payment above referred to, an employee must give his immediate supervisor prior notice that he has been summoned for such jury duty

and the days for which he claims such payment. Provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 4: Members of the Union elected to attend functions of the International Union such as conventions, or education conferences, shall be allowed time off without pay to attend such conferences and/or conventions provided two (2) weeks advance notice is given to the Employer. The time limit shall be two (2) weeks in any fiscal year.

Section 5: 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 granting such rights.

ARTICLE VII - 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: The normal work year for Food Service employees shall be in accordance with the school calendar as established by the Board of Education.

Section 3: For the purpose of this Agreement the week shall be the calendar week and the day shall be the calendar day. However, the work week for payroll purposes is Thursday through Wednesday.

Section 4: Cooks who work on special events will be paid time and one-half (1-1/2) the group leader's hourly rate of pay. If the special event occurs on a day when the kitchen would not normally be open, cooks will be paid double the group leader's hourly rate of pay. It is understood and agreed employees shall not be paid for days when school is closed except for the actual hours worked. Time and one-half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater.

Section 5: Any employee called to work for an emergency shall be paid for a minimum of two (2) hours at time and one-half (1-1/2) the employee's regular straight time hourly rate of

pay. An emergency shall be defined as any incident over which the Employer has no control.

Section 6: Employees required to participate or who, with approval of the Director of Food Service, voluntarily participate in in-service training shall be paid their regular hourly rate of pay for the time spent in attending in-service training. Employees shall be required to attend meetings called by the Board with respect to problems, policies and regulations or other information which will directly affect them and shall be paid at the regular hourly rate of pay for attending such meetings where their attendance is required.

Section 7: It is understood and agreed all hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Section 8: If, during the life of this Agreement, a new job classification is created by the Board or a substantial alteration in the job content of an existing job is effected by the Board, a temporary rate range for the new or altered job classification shall be established by the Board and the Union will be promptly notified in writing as to the effective date of the temporary rate. If no objection to the rate range thus set is registered with the Board within ten (10) calendar days after the temporary rate range has been set, such rate wage shall become permanent. If the Union contends that the temporary rate range has not been arrived at within fifteen (15) days after such written notice has been served on the Board, the issue shall be considered as a grievance and processed under the grievance procedure (including arbitration) starting at the third step thereof. In the event the rate range is changed through the above referred to negotiations or grievance procedure, the rate range thus arrived at shall become effective as of the date on which the temporary rate range had been established.

ARTICLE VIII - SAFETY AND HEALTH

Section 1: As a condition of employment all employees must satisfactorily pass a pre-employment physical examination. Employees shall also be required to satisfactorily pass an annual examination for tuberculosis. The pre-employment examination shall be at the expense of the Board.

Section 2: Employees must immediately report to the Director of Food Services all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is in-

volved. Employees shall be required to fill out accident report forms made available by the Board.

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.

Section 4: A safety committee composed of two (2) employees from the bargaining unit and two (2) representatives of the Employer shall be instituted. This committee shall include the designated steward of the bargaining unit and shall meet with the Director of Food Services or someone by him designated at mutually agreed upon times.

ARTICLE IX - HOLIDAYS

Section 1: The following days shall be recognized and observed as paid holidays for all those employees who have completed their probationary period: Good Friday and/or Easter Monday according to school schedule, Memorial Day if it falls on a school day, Labor Day if included in school year, two days at Thanksgiving time and two days at Christmastime. All regular employees shall be paid their regular rate based on the number of hours they are scheduled per day. To be eligible for holiday pay an employee must work the scheduled day before and the scheduled day after the holiday unless he has been excused from one or both such days or is on an approved day off.

ARTICLE X - VACATIONS

Section 1: All employees who have completed their probationary period and have worked the last day of the school year will receive pay in lieu of vacation time off. The amount of pay shall be 2% of the employee's annual earnings upon the completion of one (1) year of continuous service and 4% of the employee's annual earnings upon completion of two (2) years of continuous service. In order to receive the pay above referred to, it is understood the employee must actually work the last day the Food Service employees are scheduled to work unless (1) the employee is excused by the Director of Food Service. (2) the employee is sick and presents a doctor's certificate attesting to said illness or (3) due to an injury or act of God which requires the employee to remain away from work.

Section 2: If an employee, who is otherwise eligible for a vacation with pay, quits or is discharged on or after the end of the school year upon which he qualified for such vacation pay without having received the same, such employee shall receive, along with his final paycheck, the vacation pay for which he qualified as of that date. If an employee quits or is discharged prior to the end of the school year upon which he would have qualified for vacation pay, he will not be entitled to any portion of the vacation pay for which he would have qualified had he worked the last working day of the school year.

ARTICLE XI - PAID SICK LEAVE

Section 1: For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Section 2: All employees shall earn and accumulate paid sick leave credits on the basis of one (1) day per month, pro-rata to the number of hours the employee is normally scheduled to work, for each month the employee works. Unused paid sick leave credits shall accumulate from year to year without limit. A record of the sick leave accrued through June 30 of each year shall be given to the employee in the Fall of the year.

Section 3: In order to qualify for sick leave payments, the employee must report to his immediate supervisor not later than one (1) hour prior to his normal starting time on the first day of his illness unless in the judgment of his immediate supervisor the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible. Employees must notify the Director of Food Services one (1) hour prior to the close of the business day the day before their intended date of return.

- (a) The Employer shall have the right to require the employee to furnish a doctor's certificate attesting to the necessity for the absence if the Employer suspects the employee is abusing the sick leave provision. If the doctor's statement is required, the employee will be told in advance that it will be required, and it must state the cause of such absence, confirm the necessity therefor and

before the employee resumes his normal duties, must state that the employee is physically able to return to and perform his job duties.

- (b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.

Section 4: Qualified employees who furnish proof satisfactory to his immediate supervisor may use accumulated paid sick leave subject to the following limitations:

- (a) Leaves for critical illness of a member of an employee's immediate family shall be available for a period of not to exceed ten (10) regularly scheduled working days at any one (1) time. Unless his immediate supervisor grants him additional time off from work.
- (b) Leaves for dental and/or doctor appointments that could not be made for times other than during regular duty hours, provided the employee notifies his immediate supervisor in writing as soon as the appointment is made.
- (c) Leaves for the purpose of attending the funeral of a relative other than a member of the employee's immediate family shall be available for a period of not to exceed five (5) days per calendar year, provided the employee furnishes proof of death if requested.

Section 5: All employees who at the time have completed their probationary period shall receive time off with pay at their regular straight time hourly rate times the number of hours they are normally scheduled to work for each day necessarily lost during their normal work week not exceeding three (3) days due to each death in their immediate family. This payment shall not be deducted from an employee's accumulated sick leave credits. However, payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Immediate family shall be defined as the employee's then current spouse, children, grandparents, parents, parents-in-law, brother, sister, grandchildren, also in-laws and for any other person for whom the

employee is financially and physically responsible. To be eligible for such pay the employee must attend the funeral. Seven (7) additional days leave of absence may be taken provided the employee has sufficient unused paid sick leave credits accumulated. If the Board requests proof of death, the employee must present the same in order to receive the pay herein referred to.

Section 6: One (1) day of paid sick leave for employees shall be equivalent to the number of hours they regularly work in a regular work day at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested.

- (a) Whenever sick or business leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 7: An employee who has completed six or more months of continuous service since his last hiring date shall be allowed two (2) business leave days per year provided prior written approval has been obtained from the employee's immediate supervisor at least two (2) days in advance of the expected time off. Such business leave days shall be deducted from the employee's unused accumulated bank of sick leave credits. Business leave means an activity which requires the employee's presence during his regularly scheduled work day and which is of such a nature that cannot be attended to at a time when he is not scheduled to work. Except in unusual circumstances, such business leave of absence with pay will not be permitted on the last day prior to or the first day following a holiday or vacation period.

ARTICLE XII - GENERAL

Section 1: The Board shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary.

Section 2: It shall be the responsibility of each employee to meet the qualifications for a license required for the performance of his job responsibilities. If a drivers license is required it must be kept valid and up-to-date to qualify for continuous employment.

Section 3: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 4: A. The Employer will provide a bulletin board in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

B. A copy of notices will be forwarded to the Employer.

C. Such notices shall contain nothing of a political or defamatory nature.

Section 5: Employees shall be required to keep the Board informed at all times as to their current address and telephone number. If it is understood that any communication addressed to an employee at his or her last address on record with the Board shall constitute notice to the employee of the contents of such communication.

Section 6: The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an economical basis. In the event employees are laid off as a result of the Employer's subcontracting, they shall be given the first opportunity to apply for any other vacancy in the school system.

Section 7: It is understood and agreed that in case of emergencies, when a sufficient number of employees are not readily available to handle such emergencies, any employee of the Board may be used for the duration of the emergency.

Section 8: The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of this same Agreement to all new employees entering the employment of the Employer.

Section 9: The Employer agrees to continue to deduct from the pay of those employees who have properly executed payroll deduction authorization forms deductions for the credit union and one of the following annuity companies: (1) Investors Syndicated Life Insurance, (2) Annuity Company, Variable Life Annuity Life Insurance Company, and (3) Metropolitan Life Insurance Company.

Section 10: The Employer agrees to continue the pension program on the same basis as it had immediately prior to the execution of this Agreement.

Section 11: To the extent that the laws of the State of Michigan provide, this Agreement shall be binding upon the Employer's successors.

Section 12: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such organization for the purpose of undermining the Union.

Section 13: Any employee who is totally disabled because of an injury or disease compensable under the Michigan Workmen's Compensation Act, shall receive from the Board the difference between the allowance under the Workmen's Compensation Act and his regular weekly income for the duration of the illness, not to exceed six (6) months, or one hundred twenty (120) working days, with no subtraction of sick leave credits. An employee shall be entitled to make up for such additional time he is unable to work, in addition to that which is set forth above, to the extent of his unused accumulated sick leave credits, but not to exceed the total equivalent of what he would have received in daily pay based on his normal work day. The Employer shall have the right to require a doctor's certificate attesting to the fact that the employee is totally disabled at any time during the period such compensation is requested by the employee.

Section 14: All employees shall be required to wear a uniform as specified by the Director of Food Service. The Employer agrees to contribute \$5.00 towards the purchase of said uniform during the first year of this contract, \$10.00 additional dollars during the second year of this contract and \$10.00 additional dollars the third year of this contract for a total contribution effective the third year of this contract of \$25.00 per employee. The money will be paid to the employee upon the completion of each anniversary year of employment.

ARTICLE XIII - TERMINATION

Section 1: This Agreement shall become effective as of the 7th day of August, 1972 and shall remain in full force and effect until the 7th day of August, 1975 and from year to year thereafter until 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 the 14th day of August, 1972.

FOOD SERVICE UNIT CHAPTER OF
LOCAL 953 affiliated with
Council 55 of the American
Federation of State, County
and Municipal Employees and
Council 55, AFL-CIO.

BENTON HARBOR AREA SCHOOLS

Edna McCord
Betty J. Froberg
Earlene Roberts
Wanda Bracken

Edw. E. Bentley
Irene Foy
Robert Wayne
Edward Draper

FOOD SERVICE

APPENDIX A

JOB CLASSIFICATION AND RATES OF PAY

Effective August 7, 1972

	<u>Start</u>	<u>After 30 days</u>	<u>After 60 days</u>	<u>After 90 days</u>
Satellite Cook	1.85	2.05	2.10	2.20
Cooks	1.85	1.95	2.00	2.10
Mass Feeding Hostess	1.85	2.05	2.10	2.20
Food Service Driver	2.50	2.65	2.75	3.15

Effective August 7, 1973

Satellite Cook	2.05	2.25	2.30	2.40
Cooks	2.05	2.15	2.20	2.30
Mass Feeding Hostess	2.05	2.25	2.30	2.40
Food Service Driver	2.70	2.85	2.95	3.35

Effective August, 7, 1974

Satellite Cook	2.25	2.45	2.50	2.60
Cooks	2.25	2.35	2.40	2.50
Mass Feeding Hostess	2.25	2.45	2.50	2.60
Food Service Driver	2.90	3.05	3.15	3.55

APPENDIX B

Section 1: For the violation of any of the following rules, an employee shall be subject to discharge:

- (1) Gross neglect of duty or refusal to comply with Employer's instructions unless such instructions are injurious to employee's safety or health.
- (2) Insubordination.
- (3) Immoral or indecent conduct.
- (4) Intentional falsification of personnel records or other Employer records.
- (5) Knowingly marking the timecard of another, having one's timecard marked by another or unauthorized altering of a timecard.
- (6) Theft or intentional destruction of Employer's or another employee's property or removal of school property from Employer's premises without authorization of the Employer.
- (7) Sleeping on the job.
- (8) Drinking or possessing any alcoholic beverage on Employer's time, premises or equipment, or reporting to work while under the influence of alcoholic beverages or drugs without a doctor's prescription.
- (9) Conviction of a felony while an employee of the Employer.
- (10) Deliberate or careless conduct endangering the safety of himself or others on school property or premises, including the harassing of other employees or the provoking or instigating of a fight during working hours or on Employer's premises.

- (11) Unreasonable number of wage assignments. "Unreasonable" shall be deemed to mean two (2) within the period of twelve (12) consecutive months.
- (12) Absence from work for three (3) consecutive regularly scheduled working days without an excuse acceptable to the Employer.
- (13) Serious violation of a safety rule or safety practice.
- (14) Any other offense of equal magnitude to the above.

Section 2: For the commission of any of the following offenses an employee shall receive a written warning notice. If an employee receives three (3) written warning notices (for the same or different offenses) within a period of twelve (12) consecutive months, such employee shall thereupon be discharged:

- (1) Late to work without an excuse acceptable to the Employer.
- (2) Carelessness which necessitates the scrapping or repairing of Employer's equipment or property.
- (3) Horseplay.
- (4) Inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job during working hours without permission of Employer.
- (5) Smoking in unauthorized areas.
- (6) Abusive, threatening or coercive treatment of another employee.
- (7) Minor violations of a safety rule or safety practices.

- (8) Failure to report for work without giving the Employer advance notice unless it was impossible to give such advance notice.
- (9) Absence from work for one (1) but less than three (3) consecutive days without an excuse acceptable to the Employer.
- (10) Creating or contributing to poor housekeeping in the school or equipment.
- (11) Vending, soliciting or collecting contributions on the Employer's time or premises without written authorization from the Employer.
- (12) Posting, removing or defacing any matter on the Employer's bulletin board or property without authorization by the Employer.
- (13) Permitting any person who is not an employee or student of the school to enter or ride in a school vehicle without written authorization of the Employer.
- (14) Failure to attend meetings called by the Employer without an excuse acceptable to the Employer.
- (15) Any other offense of equal magnitude to the above.