

AGREEMENT

Between

MIDLAND PUBLIC SCHOOLS

and

FOOD SERVICE EMPLOYEES

AMALGAMATED WITH

LOCAL 14331

UNITED STEEL WORKERS

OF AMERICA

AFL - CIO - CLC

July 1, 1978

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Midland Public Schools

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AGREEMENT

This Agreement made and entered into this 1st day of July 1982, by and between the Board of Education, Midland Public Schools - Midland County (hereinafter referred to as the "District") and United Steel Workers of America, AFL-CIO-CLC on behalf of Food Service Employees amalgamated with Local Union 14331 (hereinafter referred to as the "Union").

RECOGNITION

The District hereby recognizes the Union as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of the food service employees of said District, excluding manager of food services, unit manager of food services, substitute and student employees.

Article I

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the School District, the Employee, and the Union.
- B. The District and the Union shall encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.
- C. During the term of the Agreement, both parties agree to meet at the request of either party for the purpose of discussing any provisions in the Agreement. The time of these meetings will not interfere with the orderly operation of the food services employee.
- D. The District will not negotiate with any other union group or organization claiming representation during the term of this Agreement.

- E. The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to any characteristic or capability of an employee as defined in Michigan Public Act #453 of 1976 and Public Act #220 of 1976.
- F. All uses of the pronoun "she" in this Agreement are understood to include both female and male employees.

Article II
RIGHTS OF THE EMPLOYER

The District reserves and retains, subject to the terms of this Agreement, all rights to manage and direct its work forces such as the determination of policies, operations, assignments, schedules, work areas, discipline, and layoffs for the orderly and efficient operation of the District.

Article III
AGENCY SHOP

SECTION I

UNION MEMBERSHIP PRESENT MEMBERS

Any employee who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

SECTION II

UNION MEMBERSHIP NEW EMPLOYEES

Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of her employment, whichever is the later, acquire and maintain membership in the Union to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

- (a) In the event an employee does not wish to become a member of the Union or sign a dues checkoff card she may refuse, without being in violation of Section II and provided that on the thirtieth (30th) day after the signing of this Agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee checkoff authorization fee equal to the monthly Union dues on a form furnished by said Union.
- (b) In the event an employee refuses to comply with Section II or II (a) she shall be subject to discharge only after official notice from the International Union.

SECTION III

CHECK OFF

The employer agrees to deduct from the wages of such employees, in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section II and II (a), the employer agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be made the second pay each month.

With respect to all the sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the Board agrees promptly to remit to the International Treasurer of the Union, P.O. Box 98517, Chicago, Illinois, such sum deducted. A copy of such list shall be furnished to the financial secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

SECTION IV

NOTICE TO UNION OF NEW EMPLOYEES

Newly hired employees will be given a Union authorization card or a service deduction card and the financial secretary of the Local Union will be notified in writing of all new hires showing their rate of pay, name, date of hire, address and phone number, if any. Responsibility for signing the card rests with the newly hired employee and the Local Union.

SECTION V

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

The Union agrees to indemnify and save the Board 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 individual authorization furnished to the Board by the Union, or for the purpose of complying with any provisions of this Article.

Article IV
GRIEVANCE PROCEDURE

A grievance is defined as a claim that there has been a specific violation, misinterpretation or misapplication of the expressed provisions of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work by the employee because of the grievance. The grievance shall be submitted to the following grievance procedures:

Informal Hearing:

An employee who believes that she has suffered a grievable action shall first present her grievance informally to her supervisor.

Level 1:

If the grievance is not resolved at the informal conference, the employee will, within fourteen calendar days of the time the grievance occurs, present the grievance in writing to her immediate supervisor during nonworking hours. Within seven calendar days after presentation of the grievance in writing, the immediate supervisor shall give her answer in writing to the employee.

Level 2:

If the grievance is not resolved at Level 1, or if no decision has been rendered within seven calendar days after the presentation in writing of said grievance, the employee may file the grievance in writing with the manager of food services.

Level 3:

If the grievance is not resolved at Level 2 within seven calendar days, then the employee may present her grievance to the Joint Personnel committee.

Level 4:

If the grievance is not resolved at Level 3, then the Union may present said grievance to the superintendent of schools or his appointee. It is agreed that, when the Union appeals a grievance to Level 4 in the grievance procedure, the Union will notify the director of human resources in writing as to its intent within seven calendar days after the disposition at Level 3 in the grievance procedure.

Level 5:

If the grievance is not resolved at Level 4 then the employee may appeal to the Board of Education. In case the Union appeals the grievance to Level 5 in the grievance procedure, the Union will notify the superintendent of schools in writing as to its intent within seven calendar days after the disposition at Level 4, in the grievance procedure.

Level 6:

In the event the dispute shall not have been satisfactorily settled, the statement of issue agreed to jointly by both parties shall then be appealed to an impartial umpire to be appointed by mutual agreement of the parties hereto.

The decision of the umpire shall be final. The expenses and salary incident to the services of the umpire shall be paid jointly by the District and the Union. It shall be the function of the umpire to make a decision after due investigation whether an alleged violation of the specific articles and sections of this Agreement has actually occurred. However, he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event the Union fails to appeal a grievance or grievance answer within the particular time limit, the grievance shall be deemed to be abandoned and settled on the basis of the District's last answer. In the event that the District shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the District's period for answering.

Article V
SENIORITY

- A. It is agreed that whenever the District either reduces or increases its regular work force the principle of seniority shall prevail, provided, however, the employee retained or recalled is qualified to do the work. The District shall notify the employees recalled, in order of seniority, by registered mail.
- B. The seniority of each employee shall be computed in years, months and days from the employee's last hiring date. The hiring date shall be the first day of active employment. If the hiring dates of two or more employees are the same then the dates on their job application forms will be used to establish seniority.
- C. When an employee's job is eliminated or she is bumped by another employee, she is entitled to bumping rights according to her seniority, ability, qualifications and classification. The employee shall have bumping rights because her work hours are increased or decreased by 40%.
- D. Bumping rights are defined as follows:
 - 1. Seniority is defined as length of service with the Midland Public Schools food service from the last date of hire.

2. The employee bumping must have greater seniority than the employee that she is bumping.
 3. The employee bumping can only bump on equal or lower classification, or a classification (that has been performed satisfactorily) previously held by the employee bumping.
- E.
1. Newly-hired employees or an employee newly raised to a higher classification shall be considered as probationary employee for up to sixty (60) working days in their job or new assignment.
 2. There shall be no seniority among newly-hired probationary employees. When a newly-hired employee completes a probationary period, she shall be entered on the seniority list and shall rank for seniority sixty (60) working days prior to the day she completed the probationary period. The sixty (60) working day period may be extended for any approved absences during that period by the amount of said approved absences.
 3. Employees newly raised to higher classification will continue to accumulate seniority even though their performance in the new classification may be judged by the District to be inadequate prior to the end of the sixty (60) working day probationary period and they are returned to their former classification.
- F. The Union shall represent newly-hired probationary employees for the purpose of collective bargaining in respect to rates of pay, hours or employment and other conditions of employment as set forth in the Agreement, except that the District will have the right to discharge and take disciplinary action involving newly-hired probationary employees without a grievance filed or processed. A newly-hired probationary employee shall not be eligible for fringe benefits provided for in this Agreement until her successful completion of the probationary period. EXCEPTION: (The newly-hired probationary employee may sign up for the District's group health, life and dental insurance programs within 30 days following her hiring date or during any subsequent year enrollment period designated by the insurance carrier.)
- G. Any temporary position which pays a differential with exception of crew leader, will be offered in each building to the most senior employee who is qualified and has the ability to perform the duties of the position.

LOSS OF SENIORITY

An employee shall lose her seniority and terminate her employment with the District for the following reasons:

1. The employee quits.
2. The employee is discharged and the discharge is not reversed through the grievance procedure.
3. The employee fails to return to work within fifteen working days after the issuance

by the employer of notice or recall by registered or certified mail to the last known address of such employee as shown on the employer's records.

4. The employee is absent from work without advising the employer and giving reasons satisfactory to the employer for such absence.
5. The employee retires.
6. The employee is laid off for a continuous period of two years.
7. A settlement has been made with the employee for total disability.
8. The employee falsifies pertinent information on the application for employment (The falsification may come to light any time after the employee's date of hire or date of acquiring seniority.)
9. An employee gives a false reason for an approved absence.

Article VI
JOB POSTING

- A. Job openings in the bargaining unit shall be posted on the Union bulletin board for three working days and shall be awarded on the basis of seniority, ability, and qualifications. All postings, including odd schedules, shall have a specific description of the job, the hours, and the assignment of the area. Job openings for crew leaders will not be posted. Crew leaders will be selected by management and selection will not be conterminous to job classification or seniority status.
- B. A job opening will occur only when there is an addition to the work force in a building or a replacement must be procured to fill a vacancy caused by the leaving of an existing employee.
- C. No employee shall sign a job posting unless she is willing to assume the duties of said job.
- D. An employee who signs a job posting and is awarded the job cannot sign for another posting for a period of 60 working days. The only exceptions would be if the posting would result in either a promotion or a raise in pay for the employee, or a geographical advantage to the employee.
- E. The employee shall sign for the posting at an appropriate place in the Administration Center.
- F. Any position in which the regularly scheduled work hours increase by one hour or more will be posted, with the exception of crew leader.
- G. The two temporary Northeast positions from 1994-95 school year will not be posted.

Article VII
COMPENSABLE INJURY PAY

An employee receiving Worker's Compensation Benefits as a result of compensable injuries hereafter incurred shall be paid the difference between the proceeds from Worker's Compensation and the employee's full pay period not to exceed six months, provided, however, that the difference shall be deducted from the accumulated sick leave on a prorated dollar basis. When an employee's sick leave is depleted, she shall be paid Worker's Compensation only. Upon said employee's return to work she will return to the job she held on date of injury, providing she is capable of performing the duties of said job.

The District reserves the right to have a physician of its choice examine any employee that has been injured on the job.

When an employee is being paid Worker's Compensation payments only, she shall not accrue any fringe benefits. Her seniority shall accrue.

ALL EMPLOYEE accidents incurred while on school duty are to be reported immediately to the employee's immediate supervisor. The manager will report on accidents to the manager of payable and payrolls.

ALL ACCIDENTS SHALL BE REPORTED. Both employees and management share responsibility for seeing that reports are filed.

Article VIII
HOURS OF WORK

- A. Work week. The work week for food service employees shall consist of not more than 40 hours or less than 15 hours per week, Monday through Friday, on days when school is in session for students. Additional days, if any, will be scheduled by the manager of food services.
- B. Work day. The work day for food service employees shall consist of not more than eight hours or less than three hours per day.
- C. The scheduled hours of work shall extend from a regular starting time to a regular quitting time. Starting and quitting times may be staggered and vary from building to building. If rescheduling of hours of work is needed, it will be discussed with the personnel involved, scheduled by the unit manager, approved by the manager of food services and chairperson of the personnel committee.
- D. Workday. The work day of food service employees after July 1, 1986, may be less than three (3) hours per day or fifteen (15) hours per week, but hours shall be restricted to time between 10:30 a.m. and 1:30 p.m., Monday through Friday, on days when school is in session for students. Employees employed prior to July 1, 1986, will retain hours of work as currently provided in Article VIII, A and B. If reductions due to unforeseen circumstances are necessary other provisions of the Agreement apply.

- E. The District will endeavor to assign hours of work on as regular a basis as is consistent with work needs. If working hours need to be increased or decreased on a temporary basis, management will ask for volunteers. If this method is not successful, times will be changed according to classification and seniority. Both increases and decreases in work times will be kept on a rotating roster. The District agrees to strive to confine any such changes in hours of work to real need.

Article IX
WORK BREAK AND LUNCH PERIOD

- A. All food service employees scheduled to work six (6) or more hours will have a fifteen (15) minute work break in the a.m. and an additional ten (10) minute work break as scheduled by the unit manager. Employees scheduled to work four (4) hours but less than six (6) hours will have one fifteen (15) minute work break. These breaks will be scheduled by the unit manager, approved by the manager of food services.
- B. All employees shall be granted a thirty (30) minute lunch break on the employee's time arranged by the unit manager to best fit into the operation of the cafeteria.

Article X
MANAGEMENT/SUBSTITUTES

A manager shall not take over the shift or duties normally performed by an employee in the Bargaining Unit except in an emergency. (Emergency defined as when an employee has to leave work unexpectedly due to illness, accident, etc.)

In case an employee is absent from her assignment, the unit manager will evaluate the day's schedule to see if a substitute should be called. If the day's work load and the employee's schedules can be adjusted without causing undue stress, then a substitute will not be called.

The duties performed by the unit managers shall not be deleted in any way.

Article XI
JOB CLASSIFICATION

The following are the job classifications:

Cook/Baker
Kitchen Assistant

The "kitchen assistant" classification will include delivery/serving personnel. Kitchen assistants are expected to work in any Midland Public School and in any food service related position.

Effective August 28, 1995, new employees hired July 1, 1995 and beyond will be hired at a frozen entry wage rate to match wage rate paid to kitchen assistant employees hired July 1, 1994 through June 30, 1995.

Effective July 1, 1995 employees will not be hired into or moved into the cook/baker category.

Article XII
APPROVED ABSENCE

A. Days of Absence for Personal Illness and Serious Illness within Family

1. Each employee on regular school year employment will earn twelve (12) days of absence with pay each school year.
2. A person employed during a school year will earn a proportionate number of these twelve (12) days.
3. At the beginning of each school year an employee's earned but unused days of absence from preceding school years will be added to the days to be used for the current school year to establish an accumulated total days of absence with pay.
4. Each employee's total days of absence with pay may accumulate from year to year without limit.
5. An employee's earned and accumulated days of absence with pay may be used for absence for personal illness and serious illness in the employee's immediate family. "Immediate family" means the employee's spouse, family and parents.
6. The Union and the District agree that the unused absence days of an employee at the time of termination of the employee's service to the District for any reason including retirement will not constitute a claim upon the District.

B. Personal Illness

1. "Personal Illness" means temporary incapacity to work resulting from sickness or injury. It does not include absence for routine health examinations, routine dental appointments, or absence for cosmetic or elective surgery or other health-related procedures which might appropriately be covered during non-working hours or during vacation periods.
2. The District may require a physician's statement certifying the employee's personal illness and incapacity to work.
3. Preplanned use of sick leave.
 - (a) Absence for preplanned use of sick leave (such as scheduled surgery or childbirth) will be approved starting on the date at which the employee is physically no longer able to work. This date and the employee's physical inability to work must be certified by the employee's physician.
 - (b) If the date at which the employee is no longer physically able to work is more than one month prior to the date at which the expected purpose for

the sick leave is to occur, the District may require an examination by an independent physician and a report by this physician to the District as to the date at which the employee is physically unable to work. The date at which the approved absence is to begin will be the date set by the independent physician. This examination will be at the expense of the District.

- (c) Absence from work by the employee prior to the date set by the independent physician in accordance with the provisions of Section B-3(b) will be unauthorized.

4. Return to work after extended sick leave.

- (a) In the event of absence of an employee for sick leave for fourteen (14) consecutive calendar days, or in the event of childbirth, fourteen (14) consecutive calendar days following the date of childbirth, the District may require:

- (1) A statement from the employee's physician that the employee is unable to work. A similar statement may be required each succeeding seven (7) calendar days.

- (2) An examination of the employee by an independent physician. Such a required examination will be at the District's expense. A report of such an examination must be provided to the District.

- (b) It is expressly understood that absence under sick leave for recovery from childbirth is not for the purpose of caring for the baby.

- (c) If the employee fails to provide the physician's statement required under Section B-3(b) or to undergo the examination by an independent physician required under Section B-4(a)(2), the employee will be directed to return to work. An employee who does not return to work as directed will be terminated.

Before an employee is permitted to return to work after a personal illness, the District may require the employee to present a physician's statement certifying the employee's readiness to return to work with no hazard to the health or safety of the employee.

C. Serious Illness Within Family

1. Employees on regular school year employment will be entitled to a maximum of five (5) days of absence per year with pay in the event of the serious illness requiring hospitalization or bedside attention by the employee of the employee's spouse or child.
2. Employees on regular school year employment will be entitled to a maximum of three (3) days of absence per year with pay in the event of the serious illness

requiring hospitalization or bedside attention by the employee of the employee's parent or nondependent child.

D. Death Within Family or Death of a Close Friend

1. Employees on regular school year employment will be entitled to a maximum of five (5) days of absence per year with pay in the event of the death of the employee's spouse, child, or dependent of the immediate household.
2. Employees on regular school year employment will be entitled to a maximum of three (3) days of absence per year with pay in the event of the death of the employee's parent; the employee's spouse's parent; the employee's sibling; or the employee's grandfather, grandmother, or grandchild.
3. Employees on regular school year employment will be entitled to a maximum of one (1) day of absence per year with pay in the event of the death of a relative not specified in paragraph 1 and 2 above or of a close friend.

E. Charging Days of Absence for Personal Illness, Serious Illness Within Family, and Death Within Family or Death of Close Friend

1. Absence for personal illness and serious illness within family will be charged to the employee's bank of total days of absence with pay as established in Section A of this Article.
2. Absences for death within family or death of a close friend will not be charged to the employee's bank of total days of absence with pay.
3. Absence must be charged in not less than quarter day increments.

F. Other Approved Absences

1. The employee's accumulated total days of absence with pay each year may be utilized for reasons other than the reasons specified in this article, or for numbers of days of absence in excess of the numbers specified in this Article, if the request is approved by the superintendent or his designee. The decision of the superintendent on such requests shall be final and not subject to grievance.
2. Absence without pay to a maximum of three (3) working days will be granted with approval of the food service unit manager and the director of human resources to an employee to participate in a wedding.
3. Absence without pay to a maximum of twenty-eight (28) calendar days will be granted to an employee to care for, or to arrange for care for, a sick member of the employee's immediate family. These days will be in addition to the days of absence with pay which are specified in Section C above.

Article XIII
MILEAGE

Thirty-one and a half cents (31.5¢) per mile shall be paid to an employee whenever she is asked to use her own car on work-connected business. Whenever the mileage rate is increased by the District above the thirty-one and a half cents (31.5¢) per mile, the increase shall be in effect.

Article XIV
EVALUATION OF WORK LOADS

It is agreed that the District may initiate a job study whenever such a job study is deemed desirable. Any employee who feels that her work load is not equitable with other assignments in her classification will be referred to a special conference with supervision and Union representatives in attendance and, if the problem is not resolved, then the assignment will be studied by both parties.

Article XV
HOLIDAYS

Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas, New Year's Day, Good Friday and Memorial Day are paid nonwork days if the employee meets the following conditions: The employee must have worked or been on approved absence the last scheduled work day before the holiday and the first scheduled work day following the holiday to be paid for the holiday. Exceptions to this condition can be made upon the written recommendation of the unit manager and the approval of the manager of food services.

Article XVI
JURY DUTY

An employee chosen for jury duty shall be excused without penalty or loss of salary. However, any compensation, other than for expenses, received for jury services at a time when the employee would otherwise be on his/her school job shall be paid to the school district.

Article XVII
CLOTHING ALLOTMENT

Employees may wear white uniforms or solid dark colored skirts or pants with a top that can be worn with a cobbler apron. Sturdy laced closed oxford shoes must be worn.

Each year during this contract a check for \$60 will be sent shortly after the opening of school to each food service employee for purchasing shoes and a solid dark colored skirt or slacks.

Cobbler aprons will be provided by the District. This school-furnished apron must be worn by all personnel during serving hours.

Truck personnel will be provided with a lightweight jacket for spring and fall wear; coveralls for

wearing over their own winter clothes; rubber boots; and heavy-duty gloves.

Article XVIII
PERSONNEL COMMITTEE

The District and the Union shall each appoint five representatives to a Joint Personnel Committee. This committee shall meet at the request of either the District or the Union for the purpose of resolving individual and mutual problems that may arise during the term of this contract, and for any other purposes that will promote understanding and proper communications between the parties hereto.

Article XIX
DAYS WHEN SCHOOL IS CLOSED

Food service personnel will not report for work if school is called off and students are not in attendance. They will not be paid for any day on which they do not report under these circumstances. Food service personnel who are already at work when the decision is made to call off school will be paid for the hours they have worked or a minimum of four hours, whichever is greater. If school is called off during the school day, food service personnel will complete the necessary work to be done with regard to care of food and cleaning up of the work area before being sent home for the day.

Employees are responsible for checking to see if school is to be closed for the students. If the employee reports for work on a day when the school's closing was announced, then the employee will not be paid for coming into work.

Article XX
OVERTIME FOR SPECIAL FUNCTIONS

Food service employees shall be paid time and one-half their regular straight time hourly rate for all hours worked in excess of eight hours in any one day. Two times the employee's regular straight time hourly rate shall be paid for all hours worked on Sunday or holidays. Employees who have completed their regular work shift and are required to return to work to cover a special function will receive time and one-half for hours worked during this second tour of duty.

Employees will be asked to work overtime according to classification and overtime roster.

Article XXI
SAFETY

- A. It is recognized that safety, to be effective, must involve individual responsibility on the part of every employee. All employees must be constantly aware of any condition or action which might be termed unsafe or careless. Both the Union and the District must promote safety and endorse such rules as to enhance safety. All employees must recognize that observance of safety rules and regulations is a condition of employment.
- B. The wearing of safety equipment provided for the employees by the District shall be a

condition of employment. Failure of an employee to wear safety equipment provided by the District will result in disciplinary action as follows:

- 1st offense -- written warning
- 2nd offense -- three days off without pay
- 3rd offense -- disciplinary action up to and including discharge

Article XXII
INSURANCE

- A. Employees who work thirty (30) hours or more per week are eligible for and are automatically covered by the District's term life insurance plan. Group life insurance coverage will be two times the employee's annual salary, but not less than \$10,000.
- B. Beginning in the 1995-96 school year, it is agreed, and Section B is amended accordingly, that those employees subject to this contract and eligible for medical benefits will have the following modifications in their benefit program.
 - Medical insurance deductibles will be \$100 individual and \$200 family for 1995-96 effective January 1, 1996.
 - Medical insurance deductibles will be \$150 individual and \$300 family for 1996-97 effective January 1, 1997.
 - Spouses of Midland Public Schools employees will be required to enroll in health insurance programs which are available and funded in part or all through their employer by October 1, 1995. Primary care for dependents other than spouses will follow the established "birthday" rule. Coordination of benefits will continue with the Midland Public Schools provider serving as secondary coverage where primary insurance is provided through spouse employer for spouse or for dependents under the "birthday" rule.
 - Beginning November 1, 1996 medical insurance premium increases over 5% from 1995-96 to 1996-97 will be paid by employees receiving medical benefits. Increases up to 5% will be paid by the District.

In addition, it is agreed that those employees eligible for insurance benefits will be covered by an LTD (long-term disability) insurance policy provided by the District beginning in the 1995-96 school year.

- C. A group dental insurance program is available to qualified eligible employees upon application during the enrollment period. The premium cost of the program will be paid by the District.
- D. Any employee to be eligible for any and all fringe benefits referred to in this Agreement must work thirty (30) hours or more per week.

Article XXIII
PENALTY FOR VIOLATION OF RULES AND REGULATIONS

Food service employees violating any of the rules and regulations of the Midland Public Schools or any term of this Agreement shall be disciplined in the following manner:

1. 1st offense -- written warning
2. 2nd offense -- three-day lay off without pay
3. 3rd offense -- disciplinary action up to and including discharge

It is understood that the sequence of disciplinary action stated above need not be followed in the order listed. The severity and the nature of the employee's violation would determine the penalty to be assessed by the employer.

It is understood that an employee shall be disciplined for excessive absenteeism, poor workmanship, disobeying orders, drinking and being intoxicated on the job, theft, leaving his/her work assignment without authorization, and other improper actions.

In all cases, the Union shall be notified as to the disciplinary action taken against the employee involved.

Article XXIV
ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices and constitutes the entire Agreement between the District and the Union. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

DURATION

Duration of the 1982-95 Agreement between Food Service Employees Amalgamated, Local 14331, United Steel Workers of America and the District is amended to read as follows:

This agreement shall continue in full force and effect from July 1, 1982, at 8:00 a.m., to July 1, 1997, at 8:00 a.m., during which period neither party hereto may reopen this agreement for negotiation on any issue without mutual consent, with one exception: wage reopener for 1996-97.

If changes made by the State of Michigan in its methods of financing public schools have a major financial impact on the Midland Public Schools, the 1995-96 salary schedule will be subject to reopening at the district's request.

Appendix - Wages

	1	2	3	4	5	6	7
COOKS/BAKERS							
1982-83	4.66	4.89	5.12	5.34	5.57	5.80	6.03
1983-84	-	-	-	Equal Amounts	-	-	C.P.I.*
1984-85	-	-	-	-	-	-	Wage reopener**
KITCHEN ASSISTANTS							
1982-83	3.90	4.12	4.35	4.57	4.79	5.02	5.24
1983-84	-	-	-	Equal Amounts	-	-	C.P.I.*
1984-85	-	-	-	-	-	-	Wage reopener**

*Increase the amounts in the top steps of the hourly schedule by a percentage equal to the percentage increase in the All Urban Consumers Price Index from March of 1982 to March of 1983 direct from 5% to 7% and one-half to 12%. If the All Urban Consumers Price Index from March 1982 to March 1983 increases by less than 5.0%, the salary rates will be increased by 0.05% less than 5.0% for each 0.1% less than 5.0% that the All Urban Consumers Price Index increases (Examples: If CPI = 2.0%, increase = 3.5%; if CPI = 3.0%, increase = 4.0%; if CPI = 4.2%, increase = 4.6%; if CPI = 4.9%, increase = 4.95%). The minimum amount of increase would be 2.5% if the All Urban Consumers Price Index should not increase at all or even decrease. The maximum increase would be 9.5% if the CPI is 12% or more.

Compute the base amount for Cooks/Bakers in the same ratio to the base amount for Kitchen Assistants for 1983-84 as exists for 1982-83. The difference between Step 7 and Step 1 will be divided by six (6) to establish the rates for Step 2 through Step 6.

**This agreement may be opened for the purpose of negotiation of wages only for the year 1984-85.

Kitchen assistant/delivery personnel will be paid ten cents (10¢) per hour above her base rate. Any employee who replaces the kitchen assistant/delivery employee on a temporary basis will be paid ten cents (10¢) per hour above her base rate. Any employee who replaces a cook/baker on a temporary basis will be paid twenty-five (25¢) per hour above her base rate.

The crew leader's rate of pay shall be 40¢ per hour above her base rate.

Appendix - Wages of the 1982-95 Agreement between Food Service Employees Amalgamated, Local 14331, United Steel Workers of America and the District is amended to read as follows:

COOKS/BAKERS

	Steps						
	1	2	3	4	5	6	7
1982-83	\$4.66	\$4.89	\$5.12	\$5.34	\$5.57	\$5.80	\$6.03
1983-84	4.86	5.10	5.34	5.57	5.81	6.05	6.29
1984-85	5.09	5.34	5.59	5.84	6.09	6.34	6.59
1985-86	5.33	5.59	5.85	6.10	6.36	6.62	6.88
1986-87	5.59	5.86	6.13	6.40	6.67	6.94	7.21
1987-88	5.81	6.09	6.37	6.65	6.94	7.22	7.50
1988-89	6.08	6.37	6.66	6.95	7.25	7.54	7.83
1989-90	6.44	6.75	7.06	7.37	7.68	7.99	8.30
1990-91	6.77	7.10	7.43	7.75	8.07	8.40	8.73
1991-92	7.12	7.47	7.81	8.15	8.49	8.84	9.18
1992-93	7.35	7.70	8.06	8.42	8.77	9.12	9.47
1993-94	7.58	7.95	8.31	8.67	9.03	9.40	9.76
1994-95	7.77	8.14	8.51	8.89	9.26	9.63	10.00
1995-96	8.00	8.38	8.76	9.15	9.52	9.90	10.29
1996-97	8.19	8.85	8.97	9.37	9.76	10.15	10.54
1997-98	8.44	8.85	9.25	9.65	10.06	10.46	10.86

KITCHEN ASSISTANTS (HIRED PRIOR TO JULY 1, 1994)

	Steps						
	1	2	3	4	5	6	7
1982-83	\$3.90	\$4.12	\$4.35	\$4.57	\$4.79	\$5.02	\$5.24
1983-84	4.07	4.30	4.54	4.77	5.00	5.24	5.47
1984-85	4.26	4.51	4.75	5.00	5.24	5.49	5.73
1985-86	4.47	4.72	4.98	5.23	5.48	5.74	5.99
1986-87	4.70	4.96	5.23	5.49	5.75	6.02	6.28
1987-88	4.89	5.16	5.44	5.71	5.98	6.26	6.53
1988-89	5.12	5.40	5.69	5.97	6.25	6.54	6.82
1989-90	5.43	5.73	6.03	6.33	6.63	6.93	7.23
1990-91	5.71	6.03	6.35	6.66	6.97	7.29	7.61
1991-92	6.01	6.36	6.70	7.04	7.38	7.72	8.06
1992-93	6.20	6.55	6.91	7.27	7.62	7.97	8.32
1993-94	6.39	6.76	7.12	7.49	7.85	8.22	8.58
1994-95	6.55	6.93	7.30	7.67	8.05	8.42	8.79
1995-96	6.74	7.12	7.51	7.89	8.28	8.66	9.04
1996-97	6.90	7.30	7.69	8.09	8.48	8.87	9.26
1997-98	7.11	7.51	7.92	8.33	8.73	9.14	9.54

KITCHEN ASSISTANT (HIRED JULY 1, 1994 TO June 30, 1995)

	0	1	Steps 2	3	4	5
1994-95	\$5.11	\$6.39	\$6.76	\$7.12	\$7.49	\$7.85
1995-96		6.58	6.96	7.33	7.71	8.08
1996-97		6.74	7.13	7.51	7.89	8.27
1997-98				7.74	8.13	8.52

For kitchen assistant and cook/bakers hired prior to July 1, 1994, the 1994-95 amounts at Steps 1 and 7 are increased by 2.9% with the differences between Step 7 and Step 1 divided by 6 to establish the rates for Steps 2 through 6. For kitchen assistants hired between July 1, 1994 and June 30, 1995, the 1994-95 amounts at Steps 1 and 5 are increased by 2.9% with the differences between Step 1 and Step 5 divided by 4 to establish rates for Steps 2 through 4.

KITCHEN ASSISTANT (HIRED AFTER JULY 1, 1995)

	0	1	Steps 2	3	4	5
	\$5.11	\$6.39	\$6.76	\$7.12	\$7.49	\$7.85
1996-97	5.23	6.54	6.92	7.29	7.67	8.04
1997-98	5.39	6.74	7.13	7.51	7.90	8.28

Appendix - Wages of the 1982-95 Agreement Between the Food Service Employees Amalgamated, Local 14331, United Steel Workers of America and the District is amended to read as follows:

- Kitchen assistant job differential rate for main kitchen cooks will be 75¢ per hour.
- Kitchen assistant job differential rate for auxiliary kitchen cooks will be 55¢ per hour.
- Crew leader job differential rate will be 75¢ per hour.
- Truck driver job differential rate will be 25¢ per hour.
- Temporary cook job differential rate will be 35¢ per hour in auxiliary kitchens
- Temporary cook job differential rate will be 50¢ per hour in main kitchens.

Local Retirement Pay

Midland Public Schools retirement stipend policy in effect for the 1997-98 school year will be calculated at .0075 (.75%) of base wage Step 0 (7/1/95 and later) x 6 hours x 194 days with a minimum stipend of \$100 per year of service.

To be eligible for this benefit: (1) Employees must be eligible to retire and begin drawing a pension upon retirement, (2) employees must have worked with the Midland Public Schools for ten years, and (3) employees must give notice of their retirement with the school district to the director of human resources by March 1, 1998 and retire by June 30, 1998.

Appendix - State Retirement Program

In 1995-96 it is agreed that the District will pay the state retirement contribution for members of U.S.W.A. 14331 Amalgamated up to a maximum of 15.61%. Increases in retirement costs beyond 15.61% will result in corresponding wage reduction, 2.9% down to zero. Beyond zero, the District agrees to absorb added costs incurred by the State Retirement Program. This provision will not apply to employees hired after June 30, 1995.