

CARMAN-AINSWORTH COMMUNITY SCHOOLS

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ZANE H. STEIN
Superintendent

6/30/91

AGREEMENT

Between

LOCAL 1918, CHAPTER F AND COUNCIL 25

Representing

CARMAN-AINSWORTH COMMUNITY SCHOOLS

FOOD SERVICE EMPLOYEES

and the

CARMAN-AINSWORTH COMMUNITY SCHOOLS

BOARD OF EDUCATION

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Covering the Period Between

July 1, 1986 and June 30, 1991

Carman-Ainsworth Community Schools



AN EQUAL OPPORTUNITY EMPLOYER

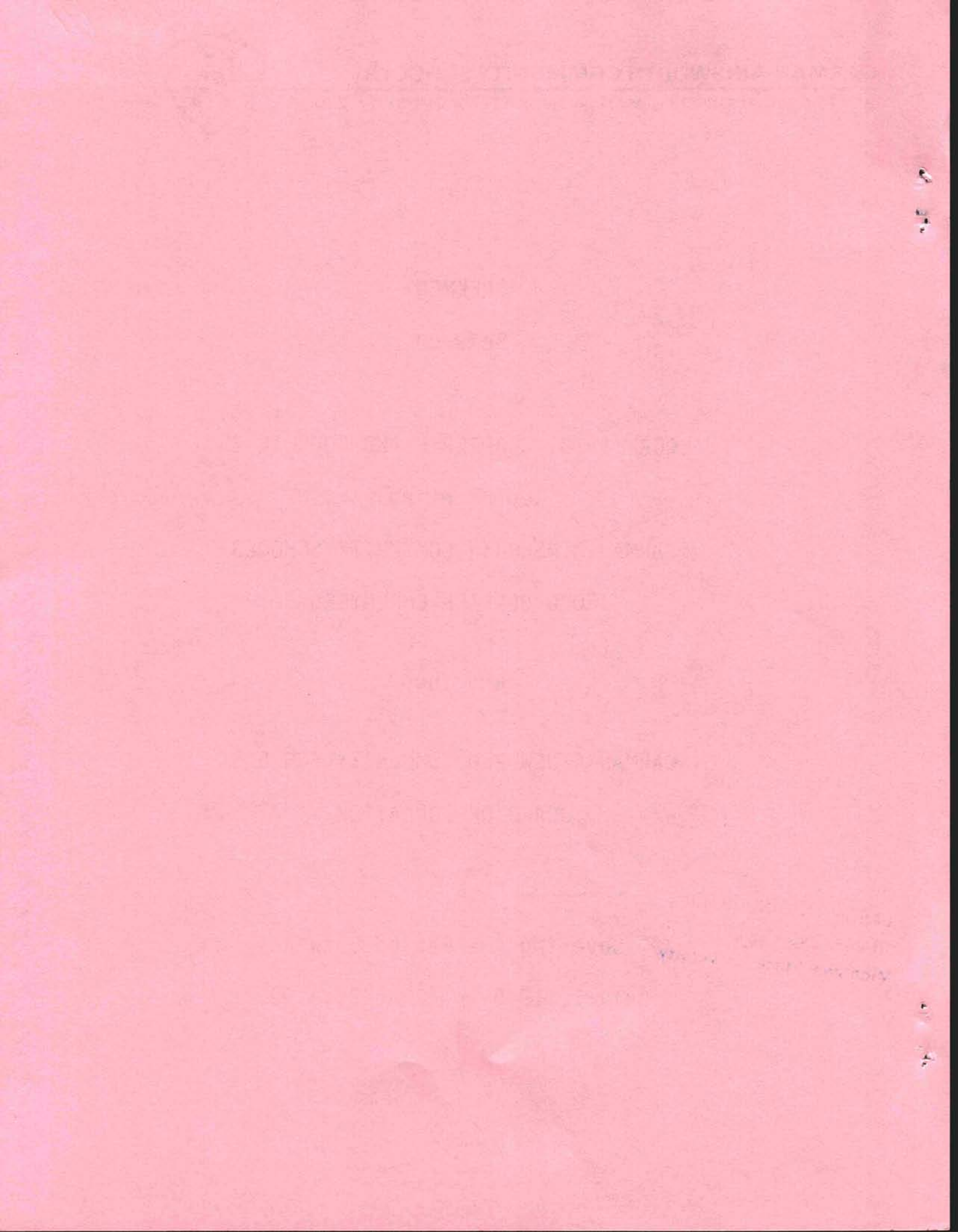
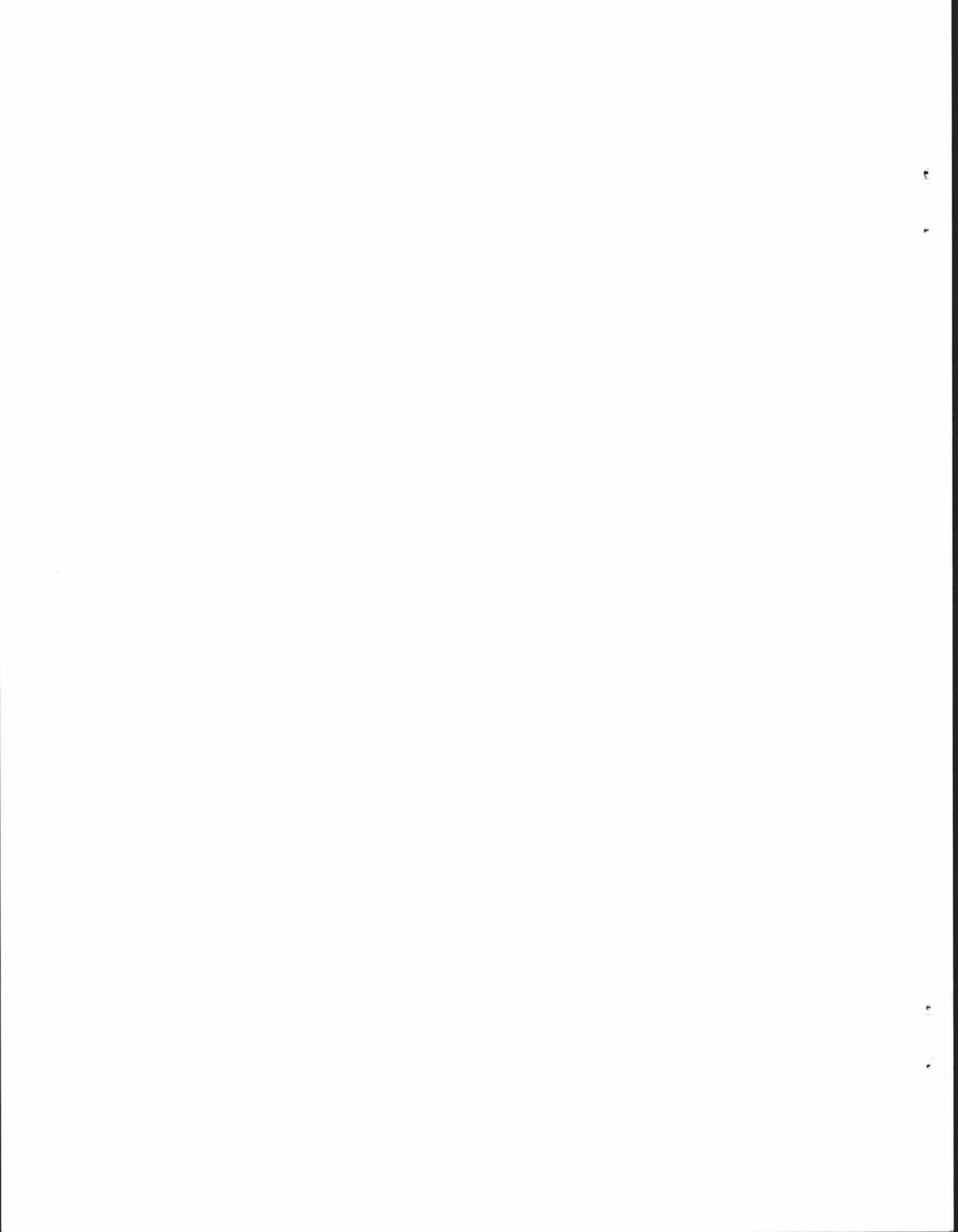


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AGREEMENT

This Agreement entered into on the first day of July, 1986, between the Carman-Ainsworth Community Schools Board of Education (hereinafter referred to as the Employer) and the Local 1918, Chapter F and Council 25 affiliated with the International Union of the American Federation of State, County, and Municipal Employees (hereinafter referred to as the UNION).

(NOTE: The headings used in this agreement and exhibits neither add to nor subtract from the meaning but are for reference only.)

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the Employees and the Union.

The parties recognize that the interest of the students and the job security of the employees depend upon the Employer's success in establishing a proper service to the Carman-Ainsworth Community Schools.

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION

- A. Pursuant to and accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of this agreement of all employees of the Employer included in the bargaining units described as following: All cook-managers, cooks, satellite cooks, and kitchen aides, excluding Supervisor of Food Service, secretary, day-to-day substitutes, student helpers, and other warehouse employees.
- B. The Employer will not promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE II - BOARD RIGHTS

The employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by specific provisions of this Agreement including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoffs, etc., for the orderly and efficient operation of the School District, but not inconsistent with this Agreement. This does not in any way waive the right of the employee to exercise the grievance procedure.

ARTICLE III - UNION SECURITY

- A. Present employees who are members of the Union shall remain members of the Union to the extent of paying regular, periodic dues as provided herein as a condition of employment during the regular term of this agreement.
- B. New employees hired after July 1, 1977 or present employees rehired excluding employees presently in the school's employee, but subsequently transferred into the bargaining unit, after completion of their probationary period must either become members of the Union or pay a service fee as determined by the union as a condition of employment.
- C. The Union agrees that neither the Union nor its members nor any employee will intimidate or coerce any employees with respect to their right to work or in respect to Union activity or membership; and, further, there shall be no solicitation of employees for Union membership or dues on school time. The Union further agrees that the school shall have the right to take disciplinary action for any violation of this provision.
- D. Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than sixty (60) days in arrears in payment of membership dues.
- E. The Union shall indemnify, defend and save the school harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the school in reliance upon such certified checkoff list or authorization.
- F. The Employer shall be notified in writing by the Union of any member who is sixty (60) days in arrears in payment of membership dues.

G. After the effective date and during the life of this Agreement and in accordance with the terms of the form of "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the school agrees to deduct from the pay of seniority employees who are Union members, the regular, usual, periodic and uniform dues of the Union levied in accordance with the Constitution and Bylaws of the Union and which are uniformly required or the appropriate service fee, provided, however, that the Union shall first present to the school a certified statement of the amount of dues certified by the Treasurer of the Union and written authorization in suitable form signed by the employee allowing such deductions and payments to the Union at least thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified checkoff list and authorization.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
 AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
 Please print Last Name First Name Middle Name

To _____
 Name of Employer Department

Effective _____ I hereby request and authorize you to
 Date
 deduct from my earnings each _____ an
 Payroll Period

amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local Union/Council No. 25. The Amount shall be certified by Local Union/Council No. 25 and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer Local Union/Council No. 25 AFSCME.

Regular Membership

Agency Shop Fee

 Street Address

 Employee's Signature

 City-State-Zip

H. Checkoff deductions under all properly executed Authorization for Checkoff of Dues forms or service fees shall become effective at the time the application is signed by the employee and shall be deducted from the last pay of the month and each month thereafter.

- I. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues or service fees have been deducted as soon as possible after the 15th day of the succeeding month.
- J. An employee shall cease to be subject to checkoff deductions or service fees beginning with the month immediately following the month in which she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of the month in which the termination took place.
- K. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

ARTICLE IV - UNION REPRESENTATION

- A. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.
- B. Within the bargaining unit there shall be three stewards and one chief steward. In the absence of the regular steward an alternate steward may be appointed by the chapter chairperson.
- C. A steward, during his/her working hours, without loss of time or pay, shall investigate and present grievances to the Employer.
- D. The negotiating team shall consist of the chapter chairperson, secretary, and chief steward. If negotiations occur during working hours, the negotiating team will not suffer loss of pay.

ARTICLE V - SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.

Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

- B. The Union representative may meet at a place designated on the Employer's property where such conference is to be held for one-half hour preceeding such conference.

ARTICLE VI - GRIEVANCE PROCEDURE

- A. A grievance under the terms of this Agreement is defined as a complaint or dispute regarding the specific terms of this Agreement.
- B. Any employee having a grievance in connection with his/her employment shall present it to the Employer with the following understanding:
 - 1) The Employer and the Union agree that it is in the best interest of all concerned that grievances be settled as quickly and expeditiously as possible and will work to settle these matters at the earliest step of the grievance procedure.
 - 2) All parties agree that the question of grievances will be dealt with in a responsible manner and that all grievances arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided.
- C. The Employer and the Union shall answer or appeal any grievance presented within the time limits which may be extended by mutual agreement in writing.
- D. A grievance must be presented in writing by the steward within ten (10) working days after its occurrence, or in the case of an error in compensation from the date of issuance of the payroll check, in order for it to be a proper matter for the grievance procedure. However, in no event will any claim for back pay be valid for a period of more than thirty (30) working days prior to the date the grievance was first filed.

STEP I

Employees shall first specify the grievance orally to their building principal. Thereafter, employees may discuss the grievance with their building principal and/or the steward may be requested by the employee to discuss the grievance with the building principal.

STEP II

If not resolved in this manner, it shall be submitted in written form, signed by the employee and presented to the building principal. The written grievance must contain the claimed violation of the agreement. The building principal shall answer said grievance within five (5) working days of receipt of same.

STEP III

If the grievance is not satisfactorily resolved above, it may be appealed in written form to the Supervisor of Food Services within five (5) working days from the date the building principal's answer is due. A hearing shall take place within five (5) working days following the receipt of the grievance appeal. The Supervisor of Food Services will render a decision in writing within five (5) working days of the hearing.

STEP IV

If the grievance is not resolved satisfactorily in Steps I, II, or III above, written notification will be given by the Union to the Superintendent or his/her designee within five (5) working days after the Supervisor of Food Service's answer is due.

The Superintendent or his/her designee will then schedule a meeting or meetings at a mutually agreeable time to be attended by two (2) representatives of the Union and two (2) representatives of the Employer within ten (10) working days after such notification. Not more than one (1) of the above mentioned representatives of either party shall have had any prior involvement in the bargaining of the grievance under appeal. The Superintendent or his/her designee shall submit his/her written disposition no later than ten (10) working days after the meeting of the above representatives. Copies of the disposition will be sent to the Union.

STEP V

- a) The Union may request a Board hearing within ten (10) working days after notification that accord cannot be reached in Step IV above.
- b) All such requests shall be written to the Superintendent or a designee and shall state the precise issue to be decided and any specific portions of the Agreement which are claimed to be violated. If not so requested within said ten (10) working day period, the matter shall be considered settled on the basis of the Step IV disposition.
- c) Not more than one (1) grievance or dispute may be submitted for any one (1) Board hearing except by mutual agreement of the parties.
- d) Within twenty (20) working days, the Board shall hold a hearing, or designate one (1) or more of its members to hold a hearing. The Board or its representative, as it may authorize, will render a decision in writing within eight (8) working days on the grievance and will send copies to the employee and the Union. The Union may appeal the Board's decision pursuant to P.A. 379.

STEP VI

- a) In the event that accord cannot be reached in Step V above in a matter that relates to discipline above the level of a written reprimand, demotion for reasons other than reduction-in-force, or discharge, the Union may request arbitration within ten (10) working days of receipt of the written decision from the Board of Education.
- b) All such requests shall be submitted in writing by registered or certified mail, addressed to the Superintendent or his/her designee, and shall state the precise issue to be decided and any specific portions of the Agreement which are claimed to be violated. If arbitration is not requested within ten (10) working days the matter shall be considered settled on the basis of said last disposition.
- c) The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within ten (10) working days after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing.

- d) The jurisdiction of the arbitrator shall be limited to grievances arising out of the discharge of an employee, the discipline of an employee if it is of greater severity than a written reprimand, and/or the demotion of an employee for reasons other than reduction-in-force. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, to substitute his/her discretion for that of the parties hereto, or to issue a ruling modifying any matter covered by a statute or ordinance.
 - e) The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by such decision.
 - f) The cost of any arbitration under this section shall be born equally by the parties except that the fees and wages of representatives, counsel witnesses, or other persons attending the hearing shall be borne by the parties incurring them.
- E. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, unless overtime was involved.

ARTICLE VII - DISCIPLINE

- A. It is recognized that any employee may be dismissed, suspended, or otherwise disciplined for just cause.
- B. In the event of dismissal, suspension, or other disciplinary action (except an oral warning), the employee shall have written notification and a copy of such notification shall be sent to the Union.
- C. Grievances involving suspension without pay or discharge of an employee shall be entered immediately at step III of the grievance procedure. The employee may be represented at this step by two (2) representatives of the Union.

ARTICLE VIII - SENIORITY

- A. All new employees, either full or part time, hired in the unit for assignment to a permanent position shall serve a probationary period of forty five (45) working days within ninety (90) calendar days.

1. The forty five (45) working days probationary period will be uninterrupted except for absence due to illness, disability, or reasons approved by the Supervisor of Food Service.
 2. Upon satisfactory completion of the probationary period the employee will be entered on the seniority list of the unit and shall rank for seniority forty five (45) working days prior to the date s/he completes the probationary period.
 - 3) There shall be no seniority among probationary employees.
 - 4) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I of this Agreement, however, it shall not represent probationary employees who are disciplined and/or discharged for reasons other than Union activity.
- B. Effective July 1, 1986 employees assigned to regular bargaining unit positions and working those positions for the full school year will accrue one year of seniority on each July 1.
- C. An employee on an unpaid leave of absence will have his/her seniority prorated based on the fraction of the work year for which the employee is eligible to earn seniority. Seniority will accrue for the first sixty (60) working days of an approved unpaid leave of absence.
- D. Notwithstanding their position on the seniority list, stewards shall in the event of a layoff of any type be continued at work as long as there is a job in the unit which they can perform and shall be recalled to work in the event of a layoff on the first open job in the district which they can perform.
- E. Notwithstanding their position on the seniority list, the Chapter Chairperson and Financial Secretary of the Local Chapter shall, in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.
- F. A seniority list will be prepared by July 1 of each year which will show the names, job titles, last date of hire and years of service for the purpose of seniority. The employer will keep the seniority list up-to-date at all times and will provide the Local Union membership with current copies annually.

- G. Seniority shall not be affected by the race, sex, marital status, or dependents of the employees.
- H. An employee shall lose his/her seniority for the following reasons only:
 - 1) S/He quits.
 - 2) S/He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 - 3) S/He is absent for five (5) consecutive working days without notifying the employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his/her last known address that s/he has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
 - 4) If s/he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
 - 5) Return from sick leave and leaves of absence will be treated the same as (c) above.
- I. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, s/he shall have accumulated seniority while working in the position to which s/he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

ARTICLE IX - VACANCIES, PROMOTIONS, TRANSFERS

- A. A vacancy will not occur in a regular bargaining unit position until the employee assigned to the position has his/her employment terminated or until s/he has been on an approved unpaid leave of absence for reasons other than illness or disability for more than ninety (90) working days.

- B. Job vacancies will be posted for a period of five (5) working days in a conspicuous place in each building. Employees interested in the position shall apply in writing within the five (5) working day posting period. The senior employee applying for the promotion and meeting the requirements as set forth in the posting shall be granted a trial period of twenty (20) working days to determine:
1. His/Her desire to remain on the job.
 2. His/Her ability to perform the job.
- C. During the trial period of twenty (20) working days, the employee shall have the opportunity to revert back to his/her former position, and that position shall not be considered vacant until s/he has completed twenty (20) working days in the new position.
1. If the employee is unsatisfactory in the new position, notice shall be given in writing to the employee and a copy sent to the Union. Said employee shall then revert back to his/her former position.
 2. During the trial period, employees will receive the rate of pay of the job that they are performing.
- D. When it is known that a temporary position of more than fifteen (15) working days will occur in a regular bargaining unit position, a posting for that position will be sent to each employee. That position will be filled by the most senior employee who has indicated in writing to the Supervisor of Food Service that s/he desires that temporary position. The resulting temporary position/s will be filled by the most senior employee/s who had requested consideration for the original temporary position and who desires consideration for those position/s. To be considered for any of the temporary positions the employees current assignment must be at least one half (1/2) hour less than the temporary position/s. The temporary assignment shall remain in effect until the regular employee returns to work. Applications for temporary positions of fifteen days or more must be submitted to the Supervisor of Food Service within three (3) working days of the posting.
- E. Temporary openings of fifteen (15) working days or less will be filled by the most senior employee in the kitchen affected whose regular assignment is less than the temporary assignment and who is able to perform the work of the temporary position.

- F. Summer positions not filled by the employee assigned to the position during the regular school year will be posted by classification for those seniority employees who meet the requirements as set forth in the posting.
- G. An employee temporarily assigned to a higher classification, will receive the rate of pay for that classification.
- H. If and when operations or divisions or fractions thereof are transferred from one location of the Employer to another location of the Employer for a period of more than five (5) working days employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

ARTICLE X - LAYOFF AND RECALL

- A. The word layoff means a reduction in the working force due to a decrease in work.
- B. If a layoff becomes necessary, probationary employees will be laid off first according to original date of hire. Seniority employees will then, if necessary, be laid off in inverse order of seniority.
- C. When positions are eliminated employees will be laid off according to seniority within classification, provided the senior employee possesses the ability to do the work required in the position.
- D. A senior employee displaced from his/her classification as a result of a necessary reduction in staff may displace any less senior employee in the next lowest classification providing s/he has the ability to do the work required.
- E. If a reduction in hours assigned to a specific kitchen becomes necessary, employees will be reduced according to seniority within classification within that kitchen. If the positions affected are reduced by more than thirty (30) minutes, the affected employee may exercise his/her seniority to displace the least senior employee in the district within his/her job classification whose assignment is more than thirty (30) minutes greater than that of the employee being reduced. The displaced employee may exercise his/her seniority in the same manner. Transfers resulting from such reduction in hours will be effective no later than the sixth (6th) working day following the notice of reduction.

- F. The Union will be notified in writing of any reduction of hours or positions. Such reductions will be a proper matter for a special conference, and if not resolved shall then be subject to the grievance procedure commencing at Step IV.
- G. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- H. An employee on layoff will receive notice by certified mail from the Employer when s/he is to be recalled. S/He will be expected to reply as soon as possible but no later than five (5) working days from the date of notice.
- I. If the hours assigned to a specific kitchen are to be increased, and if the increase causes a position to increase by more than thirty (30) minutes, that position will be reassigned to the most senior employee in that job classification whose assignment is at least thirty (30) minutes less than the increased position, and who desires the reassignment. The displaced employee will be assigned according to the procedure followed in reducing hours.

ARTICLE XI - UNPAID LEAVES OF ABSENCE

- A. An unpaid leave of absence of one (1) year or less will be granted for:
 - 1. child birth and recovery not covered by sick leave
 - 2. sickness and/or disability not covered by sick leave
- B. An unpaid leave of absence of one (1) year or less may be granted for:
 - 1. child care
 - 2. prolonged illness in the immediate family
 - 3. public office
 - 4. union office (elective or appointed)
 - 5. educational leave
 - 6. for other justifiable reasons

- C. Such leaves may be extended for like cause at the discretion of the Superintendent of Schools.
- D. Employees returning from unpaid leave for sickness and/or disability of any duration, or from other unpaid leaves of ninety (90) working days or less will return to the position which they held when the leave commenced. If the position does not exist s/he will be placed in accordance with Article X, C-E.
- E. Employees returning from unpaid leaves for reasons other than sickness or disability of more than ninety (90) working days will be placed in the first vacancy for which s/he meets the posted job requirements.
- F. Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off to attend such conferences and/or conventions.
- G. If, in the Employer's determination, a suitable substitute employee is available, an employee may be granted personal leave time of no more than ten (10) working days per school year provided:
 - 1) No more than two (2) employees are on such leave in a given time period.
 - 2) The leave(S) do(es) not precede or follow a holiday or recess.
 - 3) No more than two such leaves are requested by an employee in a given school year.
 - 4) A written application has been submitted to the Supervisor of Food Service two (2) working days prior to the start of such leave.
 - 5) No more than one (1) employee may be gone from a kitchen at a given time.
 - 6) If more than two (2) employees request the same days off, seniority shall be the determinant.
- H. Seniority, but not benefits, shall continue to accrue for the first sixty (60) working days of an unpaid leave of absence.

ARTICLE XII - PAID LEAVES OF ABSENCE

- A. All members covered by this Agreement shall accumulate one (1) day per month sick leave not to exceed one hundred twenty (120) days. All unused sick leave days will be paid at the prevailing rate to the employee's beneficiary. Regular part-time employees may accumulate sick leave on a prorated basis.
- B. Employees on temporary assignment of fifteen (15) or more days shall be paid in accordance with hours worked in that assignment for any sick time taken during that assignment.
- C. Sick leave chargeable against accrued time may be taken for the following reasons:
- 1) The employee may use all or any portion of leave days accumulated to recover from his/her personal illness or disability which shall include childbirth and the complications of pregnancy.
 - 2) Serious illness or medical care of the immediate family members or other dependents which requires the presence of the employee in order to provide the necessary care. Immediate family under this section shall include spouses, children, parents, grandparents, parents-in-law.
- D. An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Grandparents, Grandchildren, Brother-in-law, Sister-in-law, Step-children, Step-parents, or a member of the employee's household.

An additional two (2) work days may be charged against accrued sick leave as travel time.

Any employee selected to be a pall bearer for a deceased employee will be allowed up to one (1) day funeral leave with pay, not to be deducted from sick leave.

The Local Union President, or his/her (1) representative, shall be allowed up to one funeral leave day in the event of a death of a member of the Union, who is a member of the unit, for the exclusive purpose of attending the funeral.

One day chargeable against accrued sick days may be granted to attend the funeral of a close friend or relative.

- E. If the employer has reason to suspect abuse of leave days, the employee may be asked to provide verification of the reason for absence. For a continuing illness or disability the employee will provide verification upon request.
- F. An employee who serves on Jury Duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Employees paid for jury duty are required to report to their work stations on days when their services are not required by the court.
- G. Each employee will be covered by the applicable Worker's Compensation Laws. Employees may use a portion of his/her accumulated sick leave to make up the difference between Worker's Compensation and his/her regular salary.
- H. All employees working four (4) or more hours per day will be entitled to two (2) days personal leave per school year. Such leave must be requested at least twenty four (24) hours in advance except in an emergency.

Personal days shall not be used to extend a vacation, holiday or travel time related thereto.

Unused personal days will accumulate as sick leave at the end of each school year.

ARTICLE XIII - HOURS OF WORK

- A. A regular scheduled week shall not exceed forty (40) hours per week.
- B. The regular work day shall not exceed eight (8) hours per day.
- C. The term "day" shall mean a regular work day unless otherwise specified.
- D. Full time employees are defined as those employees whose regular work day is at least six hours in length. Part-time employees are defined as those employees whose work day is less than six hours in length.
- E. Full time employees will be entitled to a thirty (30) minute paid lunch period during their regular work day.
- F. Employees whose work day exceeds three (3) hours will be entitled to one (1) fifteen (15) minute break per day.

- G. Split shift assignments may only be scheduled upon mutual agreement between the affected employee, the Union and the Supervisor of Food Service.
- H. Employees working less than eight (8) hours per day may periodically have hours added to their regular work day. Scheduling of these additional hours will be equalized within the work requirements of the particular kitchen among employees having the same job classification within that kitchen. Employees refusing such additional work will have the hours charged as time worked for the purpose of equalizing extra hours. All refusals must be submitted in writing to the Supervisor of Food Service.

ARTICLE XIV - COMPENSATION

- A. Compensation for food service employees will be as set forth in Schedule A.
- B. A uniform allowance of \$100.00 for food service employees will be granted. This allowance will be paid at the end of the school year to those individuals employed at that time. The allowance will be prorated to those persons hired after the beginning of the school year. No allowance will be granted to those who leave the employ of the school district during the school year.
- C. Wages will be computed on the basis of hours worked. Food service personnel need not report for work on days in which lunches are not served at their station unless otherwise instructed by the Supervisor of Food Service.
- D. All personnel instructed not to report for work or sent home from work in a regularly scheduled school day when school is cancelled due to weather will be paid their regular wages for the day. Should an employee report to work in advance of school cancellation, said employee shall be reimbursed for two (2) hours of work at their regular rate of pay in addition to their regular daily rate. Should school be cancelled for some other mechanical dysfunction; the employee will be paid his/her regular wages for the first day provided his/her services cannot be utilized elsewhere in the food service operation. The school district shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation.

- E. Satellite employees that use their car to satellite will be paid double the mileage rate established by the Board of Education annually.
- F. Effective July 1, 1977, the Board will provide the five (5) percent contribution to the Michigan Public School Employees Retirement Fund that was formerly paid by each individual employee.
- G. Hours worked in addition to the employee's regular work day but which cause the day to be more than eight (8) hours will be compensated at the rate of time and one half of the employee's regular rate.
- H. When a new job is created and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.
- I. Banquet rate of pay equivalent to time and one half of the current hourly rate for the classification of Cook-Baker will be in effect for work at evening, Saturday, Sunday or holiday functions.
- J. Whenever an employee is brought back to work on emergency call-in, s/he shall be retained on duty for a minimum of two (2) hours at overtime rates. If the emergency work is completed in less than two hours, it shall be the election of the employees to leave the job at the time the work is completed. Employees making this election, however, shall be paid only on the basis of time worked at overtime rates.
- K. Longevity shall be paid to employees upon the following basis:
 - 1) Two hundred (\$200) dollars upon completion of fifteen (15) years of service.
 - 2) One hundred and fifty (\$150) dollars upon completion of ten (10) years of service.
 - 3) One hundred dollars (\$100) upon completion of five (5) years of service.
 - 4) Credit toward years of service shall be based on time actually worked during the contractual work year. An employee who works only a fraction of a work year will have his/her years of service prorated accordingly.

- 5) All longevity shall be paid on the last payday in June of each year.
 - 6) The gross amount of longevity earned in any one year will be determined by the total years of service earned by June 30 of the year in which longevity is paid. The net amount of longevity paid will be determined by the fraction of the contracted work year that the employee actually worked.
 - 7) Unpaid leaves of absence will not count toward years of service.
- L. Upon retirement from the district an employee will receive a termination allowance of five hundred dollars (\$500) providing s/he has been employed in the district for a minimum of ten years or seven hundred fifty dollars (\$750) provided s/he has been employed in the district a minimum of twenty (20) years.

ARTICLE XV - INSURANCE

- A. The Employer shall provide to each full time employee, without payment of premium by the employee, MESSA, Super Med I for a full twelve month period for the employee and his/her eligible dependents. Double coverage shall not be permitted.
- B. The Board shall provide without cost to regular full time employee and their eligible dependents the MESSA Delta Dental Plan C with orthodontic rider 0-1 including internal and external coordination of benefits.
- C. The Board will provide life insurance in the amount of \$8,000 to the employee's beneficiary or beneficiaries. In the event of accidental death, the insurance will pay double the specified amount. Life insurance provided by any other district paid fringe benefit will be credited toward this coverage.
- D. The Board shall provide without cost to the full time employee VSP I with both internal and external coordination of benefits.
- E. If a health maintenance organization (HMO) option is made available by the employer during the life of this contract each full time employee will be given the opportunity to select such option in lieu of the carrier currently provided. Double coverage will not be permitted.

F. The Board shall provide to each food service employee working five (5) or more hours per day a maximum of \$11.00 per month to be credited toward one or more of the following that the employee selects during the insurance selection period.

1. Additional life insurance
2. Dependent life insurance
3. Short term disability insurance
4. Long term disability insurance
5. Supplemental hospital insurance
6. Survivor income benefits

The amount of coverage provided may be increased at the employee's option by requesting a payroll deduction for the difference between the Board's contribution and the cost of the coverage selected. Such payroll deductions must remain in force until the next enrollment period.

- G. Insurance coverage in paragraphs A-D will be subject to restrictions of the respective carriers and will be in effect for the full twelve month period providing the employee completes his/her contracted work year.
- H. Employees who worked at least four hours per day during the 1979-80 school year, and who received insurance benefits from the district during the 1979-80 school year will continue to receive benefits at the level for which each was enrolled on June 30, 1980.
- I. Commencing with July 1, 1980 part time employees are not eligible for any insurance benefits except as provided in Article XV, C and E above.
- J. For the purpose of qualifying for insurance benefits full time shall be defined as being assigned five (5) or more hours of work per day.

ARTICLE XVI - HOLIDAYS

- A. The nine (9) paid holidays are designated as Memorial Day, Labor Day, Good Friday, Thanksgiving Day and the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. Employees will be paid their current rate for said holidays providing s/he works the work day immediately preceding the holiday and the work day immediately following the holiday. Sick days will be counted as work days.
- B. If an employee's work year includes at least fifteen (15) work days during the month of July, s/he will receive July 4th as a paid holiday at his/her current rate.

ARTICLE XVII - MISCELLANEOUS

- A. The Employer will provide bulletin boards in each building which may be used by the Union for posting notices.
- B. Safety hazards will be a subject for a special conference.
- C. The Supervisor of Food Service will notify all food service personnel of their tentative job assignments for the next school year on or before June 1.
- D. Food Service employees will be required to attend all meetings called by the Supervisor of Food Service during their normal work hours.
- E. The Union agrees to provide the Director of Personnel with a slate of officers and to notify the Director of any and all changes promptly.
- F. Any test for tuberculosis required by the Employer or by law as a condition of employment will be paid for by the Employer. The test normally used shall be a "patch" test. If the employee prefers but does not require an alternate verification of freedom from the disease, s/he will provide such at his/her own expense.
- G. It is agreed by both parties that negotiations shall begin no later than sixty (60) days prior to the end of the last contract year.
- H. All proposed supplemental agreements by mutual agreement shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days by the Union following the conclusion of negotiations.
- I. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understandings and commitments between the parties hereto; which may be altered, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment hereto.
- J. It shall be the employee's responsibility to file his/her current address and phone number with the Personnel Office.

ARTICLE XVIII - RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this agreement for ratification by them as early as possible. The International Union and/or the Council and its Local Union will recommend to the employees that it be ratified.

ARTICLE XIX - TERMINATION

This Agreement shall continue in full force and effect until 11:59 p.m. June 30, 1989.

- a) If either party desires to terminate this Agreement, it shall do so sixty (60) days prior to the termination date, in a written notice.

If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the expiration date.

- b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this amendment may be ratified or terminated by either party on ten (10) days written notice. Any amendments that may be agreed upon shall become a part of this agreement without modifying or changing any of the other terms of this Agreement.
- c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed if to the Union, to G-4101 North Clio Road, Flint, Michigan 48504, and if the Employer, addressed to G-3475 West Court Street, Flint, Michigan 48504, or to any such address as the Union or the Employer may make available to each other.

APPENDIX A

<u>HOURLY SALARY</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
a) Cook Managers	\$7.16	\$7.58	\$8.00	\$8.44	\$8.86
b) Cook/Baker	\$6.39	\$6.78	\$7.15	\$7.54	\$7.92
c) Kitchen Aides	\$5.25	\$5.56	\$5.87	\$6.19	\$6.50

DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 1986 and shall remain in full force and effect without change, addition, or amendment unless herein provided from July 1, 1986 to June 30, 1991.

LOCAL 1918, CHAPTER F AND
COUNCIL 25 INTERNATIONAL UNION
OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

CARMAN-AINSWORTH BOARD OF
EDUCATION

Jordan Rusty
AFSCME Representative

Donald J. Sils
President

Thomas L. ...
Chapter Chairperson

Luetta Manwaring
Vice-President

Betty Finch
Chief Steward

Bernie M. Reno
Secretary

Ruth K. Johnson
Secretary

Joseph J. ...
Chief Negotiator

4/25/88
(DATE)

April 19, 1988
(DATE)

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