

AGREEMENT

between

DELTON KELLOGG SCHOOLS

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO**

Cafeteria Employees

January 1, 2009 - June 30, 2011

TABLE OF CONTENTS

| | |
|--|---|
| AGREEMENT | 1 |
| ARTICLE 1 | 1 |
| UNION RECOGNITION | 1 |
| ARTICLE 2 | 1 |
| NON-DISCRIMINATION | 1 |
| ARTICLE 3 | 1 |
| MANAGEMENT RIGHTS & RESPONSIBILITIES | 1 |
| ARTICLE 4 | 2 |
| UNION RIGHTS & RESPONSIBILITIES | 2 |
| Stewards | 2 |
| Visitation | 2 |
| Bulletin Board | 2 |
| ARTICLE 5 | 2 |
| UNION SECURITY - CHECK OFF | 2 |
| Union Security | 2 |
| Check Off | 3 |
| ARTICLE 6 | 3 |
| SENIORITY | 3 |
| ARTICLE 7 | 5 |
| TRANSFERS, BIDDING PROCEDURES, VACANCIES | 5 |
| ARTICLE 8 | 5 |
| PRODUCTIVITY | 5 |
| ARTICLE 9 | 6 |
| JURISDICTION | 6 |
| ARTICLE 10 | 6 |
| LEAVE OF ABSENCE (WITHOUT PAY) | 6 |
| Leaves of Absence | 6 |
| Return from Leaves of Absence | 7 |

| | |
|--|----|
| ARTICLE 11 | 7 |
| LEAVES OF ABSENCE WITH PAY | 7 |
| Funeral Leave | 8 |
| Jury Duty | 8 |
| Personal Business | 9 |
| Attendance Incentive | 9 |
| ARTICLE 12 | 10 |
| HOURS AND WORK WEEK | 10 |
| Regular Time | 10 |
| Summer Cleanup Staffing | 10 |
| Overtime | 10 |
| Distribution of Extra Hours | 10 |
| Overtime Pay | 11 |
| School Banquets | 11 |
| ARTICLE 13 | 11 |
| DISCIPLINE | 11 |
| ARTICLE 14 | 12 |
| GRIEVANCE PROCEDURE | 12 |
| Step One | 12 |
| Step Two | 12 |
| Step Three | 12 |
| Step Four | 13 |
| Step Five | 13 |
| General Arbitration Provisions | 14 |
| Restrictions on the Arbitrator's Authority | 14 |
| ARTICLE 15 | 14 |
| CONTRACT ADMINISTRATION | 14 |
| No Strike - No Lockout | 14 |
| Safety Practices | 15 |
| Probationary Employees | 15 |
| Contract Validity | 15 |
| ARTICLE 16 | 16 |
| COMPENSATION AND BENEFITS | 16 |
| Wages | 16 |
| Holidays | 16 |
| Life Insurance | 17 |
| Hospitalization Insurance | 17 |
| Uniforms | 17 |
| Rest Period | 17 |
| Lunch Period | 17 |

| | |
|-------------------|----|
| ARTICLE 17 | 18 |
| TERMINATION | 18 |

AGREEMENT

This Agreement is made and entered into by and between the **Delton Kellogg Schools** (known as the **School**), and the **International Union of Operating Engineers, Local 547 - A, B, C, E, G, H, P - AFL-CIO**, hereinafter known as the **Union**.

Case #R76 A-14 as specified by the State of Michigan Department of Labor Employment Relations Commission.

ARTICLE 1

UNION RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

B. The term "**employee**" as used herein shall include all persons performing work in the following classifications of the Employer: Cooks and Dishwashers, Cook Helpers, and excludes managers, supervisors, student help, substitutes, casual employees and cashiers.

ARTICLE 2

NON-DISCRIMINATION

The parties agree by execution of this document to avoid any and all discrimination against any person or group of persons because of race, creed, color, religion, sex, age, marital status or national origin.

ARTICLE 3

MANAGEMENT RIGHTS & RESPONSIBILITIES

The Board of Education has the final responsibility for the direction and control of all aspects of the affairs of the school district and this Agreement shall be so applied and interpreted unless restricted by specific terms of this Agreement.

ARTICLE 4

UNION RIGHTS & RESPONSIBILITIES

A. Stewards

1. The employees may be represented by a Steward, whose identity shall be made known to the School.

2. The Steward, upon approval of their supervisor, may investigate and/or present grievances during working hours without loss of time or pay. This privilege shall not be abused and shall not disrupt orderly operations.

B. Visitation

Upon request to the Superintendent of Schools and the presentation of proper credentials, the Business Representative of the Union may be admitted onto the Employer's premises during working hours for consultation. In no way will consultations interrupt or hinder the performance or continuation of work on the part of the employees.

C. Bulletin Board

A bulletin board will be available for Union notifications. Any such notices will be given to the supervisor for posting.

ARTICLE 5

UNION SECURITY - CHECK OFF

A. Union Security

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit shall, within thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) calendar days of completion of the probationary work period, whichever is later, become members of the Union, or in the alternative, shall as a condition of employment pay to the Union each month a service fee in an amount determined by the Union.

2. Employees who fail to comply with the conditions of this Article shall be discharged by the School within thirty (30) calendar days after receipt of written notice of such default is delivered to the School by the Union. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

3. If any provision of this Article is invalid under Federal or State law, such provision shall be modified to comply with the requirements of said Federal or State law.

4. In the interpretation and the application of the provisions herein set forth, the Union assumes full responsibility for the validity and legality of the provisions herein set forth when the School discharges an employee upon Union demand under this Article. The Union, by the execution of this Agreement, expressly agrees to indemnify and save the School harmless from any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, the demands made by the Union that an employee be discharged because of the provisions herein set forth.

B. Check Off

1. The School shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of initiation fees and Union dues or service fees. Such dues or fees, accompanied by a list of employees, including each employee's social security number, from whom they have been deducted, and the amount deducted from each, shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

2. Although the School will employ diligence in keeping its records, it will not be obligated for any errors which may occur in deductions from employees' pay as provided for in this Article. The Union agrees to refund any overcharge directly to the member involved.

3. The Union agrees it will defend and hold the School blameless for any claim arising out of the deductions as provided for above.

ARTICLE 6

SENIORITY

The School will notify the Union when additional personnel are needed on a permanent basis in the Cook and Dishwasher - Cook Helper classifications.

A. Each new employee covered by this Agreement will be on a probationary period status for forty (40) work days beginning with the first work day of their employment. If the probationary period is not completed within the student membership school year, the remaining days of the probationary period must be worked. Discharge of a probationary employee is not subject to any appeal by the Union or the probationary employee. If the Employer determines an employee has fulfilled his/her probation period during previous employment in the cafeteria, the Employer may waive the probationary period when and if the individual becomes a regular employee.

B. Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue.

C. Seniority shall be defined as of the date of hire, except for a probationary employee, in which case it shall be the date of completion of probation as provided in (A) above.

1. An employee off due to a personal illness or disability shall continue to accrue seniority credit to a maximum of twelve (12) months, provided a physician's statement is provided indicating the employee was incapable of performing services.

2. Seniority will not occur during lay-off or during unpaid leave other than as specifically provided in Section (C)(1) above.

D. Employees shall be laid off and recalled according to seniority. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee, provided, the senior employee is qualified to hold the position held by the least seniority employee.

E. An employee shall lose seniority for the following reasons:

1. Resigns;
2. Discharged for just cause;
3. Retirement;

4. An employee who is absent for two (2) consecutive working days without notifying the Employer shall be considered voluntary quit, except in case of a justifiable reason and extenuating circumstances for being unable to notify the Employer.

An employee transferred out of the unit shall retain seniority accumulated within the bargaining unit.

F. The seniority list, names, dates of hire, and current job classifications, will be posted on the bulletin board each year during the month of September.

ARTICLE 7

TRANSFERS, BIDDING PROCEDURES, VACANCIES

A. Notice of vacancies and newly created positions shall be posted on the employees' bulletin board and the employees shall be given two (2) working days time in which to make written application to fill the vacancy or new position. The senior employee making such application shall be transferred providing he has the necessary qualifications to perform the duties of the job involved. Newly created jobs or vacancies are to be posted with the following data: classification, place of work, starting date, and the hours to be worked.

B. The employee transferred through the bidding process shall have fifteen (15) working days in the new classification to determine their ability to perform the duties of the bid job. If unable to perform the tasks required to the satisfaction of the supervisor, this person will be returned to their old position and the next senior applicant will be transferred.

C. In the event that the School makes the decision not to fill a vacancy, they will notify the Union in writing of this decision.

D. Vacancies created as a result of an employee on an extended sick leave shall be filled on a temporary basis without posting. Substitutes or casual employees used to fill this vacancy will be assigned the least senior position in the bargaining unit after regular employees have been given the opportunity for reassignment.

ARTICLE 8

PRODUCTIVITY

The parties recognize the obligation of the School to the public to maintain and preserve, at a reasonable cost, the food services to the students of the district. In the execution of management rights, the School reserves the right to use or not use such equipment, techniques and procedures as the School may determine to be in the best interests of the public, provided however, that the School shall not exercise such rights for the purpose of undermining the Union nor discriminating against any of its members.

ARTICLE 9

JURISDICTION

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement, except this does not preclude the managers, supervisors, student help, substitutes, casual employees, and cashiers from performing such work as they have normally performed in the past.

A. Employees of the School not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation, or in cases of emergency.

B. This provision does not include, nor shall it affect, the use of vacation temporary help, provided the Employer makes every reasonable effort to contact bargaining unit personnel prior to contracting non-bargaining unit personnel.

ARTICLE 10

LEAVE OF ABSENCE (WITHOUT PAY)

A. Leaves of Absence (Without Pay)

1. An employee who because of disability, illness or accident, who is physically unable to report for work, shall be granted a leave of absence, if a written request is accompanied by a doctor's written request, for a period of time which shall not exceed twelve (12) months. A further leave may be granted at the discretion of the Employer provided the employee promptly notifies the Employer of the necessity for such extension and provided further, that the employee supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for the continuation of such absence when the same is requested by the Employer.

2. A leave of absence shall be granted for a period of up to thirty (30) calendar days for illnesses in the household of the employee which requires the employee's care and attendance. The Employer may request the employee to furnish the Employer with a signed statement from the family member's physician which must indicate the necessity for such leave before it is granted.

3. A leave of absence may be granted at the option of the Employer for a specified period of time for training related to an employee's regular duties in an approved educational system.

B. Return from Leaves of Absence

1. An employee wishing to return to the Delton Kellogg Public Schools from a leave of absence must notify the Superintendent in writing of this intent at least thirty (30) calendar days prior to the termination date of the leave.

2. All employees returning from the above leave of absence may be required to pass a physical examination given by the School's designated physician, at the School's expense.

3. An employee granted a leave of absence without pay by the Employer shall be entitled to return to work on her/his regular job if her/his seniority so permits.

4. Any employee on leave of absence who accepts other employment outside the bargaining unit during this period automatically terminates her/his employment at Delton Kellogg Schools.

5. Any employee laid off or who is on a leave of absence for over twenty-four (24) months shall be removed from the seniority list and her/his seniority shall be forfeited.

6. Employment at Delton Kellogg Schools will be terminated for any employee who fails to return to work within two (2) working days from a specified leave, unless the Employer grants the employee an extension beyond the two (2) working days.

ARTICLE 11

LEAVES OF ABSENCE WITH PAY

A. Provisions for authorized absence have been made to meet the humanitarian and legitimate needs of the employees and not to provide additional time off work. The absence or tardiness of an employee decreases cost effectiveness and imposes increased responsibility and inconvenience on other employees. It is the responsibility of an employee to avoid any unnecessary absence or tardiness.

1. Sick leave may be used for:
 - a. Any physical or mental condition which disables an employee from performing his/her assigned duties.
 - b. Any communicable disease which would be hazardous to the health of the students or other employees.

- c. Physical examinations or medical treatment which cannot reasonably be scheduled outside of the regular work day or on a non-work day.
- d. Funeral leave to the extent herein provided.
- e. Employees may use the equivalent of five (5) sick days per year from accumulated sick leave in the case of illness in the immediate family. Immediate family shall be defined as spouse, child(ren), parents, and grandparents.

2. Sick time accumulation shall be based upon each employee's normally scheduled hours, shall be used to the nearest one-half (1/2) hour for illness only, shall be accumulated at the end of the month (i.e., a seven [7] hour employee will receive seven [7] hours in his/her sick leave bank at the end of the month), except June. In June, sick time shall be given the first of the month. Sick leave accumulation is limited to the equivalency of sixty (60) days. No sick days will be earned for the months of July and August. If an employee works more than their normally scheduled hours, their hours will be averaged for the purpose of sick leave accumulation for that month. Employees who accumulate beyond the sixty (60) days maximum shall be compensated ten dollars (\$10.00) per day for each excess sick day which would otherwise be lost.

B. Funeral Leave

1. Funeral leave from regular work days not to exceed three (3) days for the employee's immediate family - spouse, child, brother, sister, parent or person standing in local parentis to an employee, current mother-in-law, current father-in-law, and grandchildren, provided the employee attends the funeral and such leave is reasonably required. Such day(s) shall not be charged against sick leave.

2. Funeral leave from regular work days not to exceed three (3) days, four (4) days if out of state, for the employee's grandparents, step-parents, grandchildren, brother, sister, parents, and grandparents of spouse, providing the employee attends the funeral and such leave is reasonably required. Such day(s) shall be charged against sick leave.

C. Jury Duty

A leave of absence may be granted for an employee called for jury service. The Board shall pay an amount equal to the difference between the employee's daily pay and the daily jury fee paid by the court (not including travel allowance) for each day on which the employee would have otherwise worked. The employee is required to notify the supervisor within twenty-four (24) hours of notification of call to service. The employee shall return to work when excused.

D. **Personal Business**

Employees covered by this Agreement shall be entitled to three (3) days per year for personal business. Requests for personal business days shall be granted under the following conditions, subject to available staffing:

1. Requests for personal business leave must be submitted at least three (3) days in advance to the Food Service Supervisor.

2. Personal business leave shall only be granted to business which cannot be completed during non-working hours.

3. Personal business days shall not be granted for the days immediately preceding or following holidays and vacations.

4. Advance notice and holiday or vacation provisions may be waived in cases of emergency.

5. Any employee who has unused business days on the last work day in December shall receive his/her daily rate of compensation for the one (1) or two (2) unused business days. The maximum number of days per year which can be compensated at the end of the year shall remain at two (2). This additional day will not be counted as penalty to the attendance incentive. Such compensation to be paid the next pay day after the last work day in the calendar year. In applying for personal business days, the employee is verifying proper use. The misuse of personal business days will subject the employee to disciplinary actions.

E. **Attendance Incentive**

Any employee who misses work three (3) days or less each year (excluding bereavement days) shall receive two (2) attendance bonus days at his/her daily rate of pay. Any employee who has perfect attendance for the entire year will receive an additional day. Perfect attendance will be defined as having worked the entire year and having missed no days (paid or unpaid) for any reason except snow days or extenuating circumstances which are administratively approved. The payment in January will be for the incentive earned in the previous calendar year. Payment shall be included in the second pay in January.

ARTICLE 12

HOURS AND WORK WEEK

A. Regular Time

1. The regular work week for full-time employees consist of thirty-five (35) hours, Monday through Friday.
2. Employees' work day will normally be scheduled in consecutive hours.

B. Summer Cleanup Staffing

Summer cleanup staffing shall be determined by the Director of the Cafeteria. Such work shall be offered to the employees of this bargaining unit by seniority. If sufficient numbers do not accept such work on a voluntary basis, the Director shall fill the necessary staffing by assignment of employees needed by inverse order of seniority until staffing is met (except that he/she may be excused for good and valid reason). Employees working such days shall receive a minimum of four (4) hours pay.

C. Overtime

1. Time and one-half (1-1/2) will be paid for all hours worked in excess of forty (40) hours in a work week.
2. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked except for work performed on a holiday.

D. Distribution of Extra Hours

1. The opportunity for extra hours shall be distributed by rotation, the rotation to be established at the beginning of each school year on basis of seniority. The opportunity for extra hours will be offered as equitable as possible throughout the school year. The Employer will endeavor to provide advance notice to the employee when extra hours are necessary.
2. If requested to work overtime, the employee will do so unless excused.
3. High School Open House will be filled by rotation. Open House in the remaining buildings will be filled by employees in that building.

E. **Overtime Pay**

Cafeteria employees who are providing food service for any event occurring after 4:00 p.m. will be paid time and one-half (1-1/2X) of their regular rate for any hours worked after 3:30 p.m. This rate of pay excludes all athletic meals and all snacks sold between 3:00 p.m. and 4:00 p.m. Employees who are requested to work from 3:00 p.m. to 4:00 p.m. on athletic meals, or to sell snacks, will receive a minimum of one (1) hour's pay at the regular rate.

F. **School Banquets** (Meals Served After 4:30 P.M.)

1. All employees will be paid time and one-half (1-1/2) times their regular rate for hours worked after 4:30 p.m. All such hours and number of employees to be determined by the supervisor.

2. An employee must work his/her regular hours to be eligible for overtime that day.

3. If an employee missed his/her overtime rotation, his/her name will go to the back of the rotating list.

G. School cancellations (Act of God days) are those where school is canceled or dismissed due to unusual circumstances. Employees scheduled to work on student attendance days only (Food Service) will be dismissed for the work day and compensated for the lost time. When the time lost exceeds the state allowance for student time, any further missed time will not be compensated, and the missed hours will be made up at a later time. Year-round employees report to work at the regular time unless so instructed by their immediate supervisor. Any change in pertinent state law will automatically re-open this provision for re-negotiation.

ARTICLE 13

DISCIPLINE

Written notification of dismissal, suspensions or other disciplinary action shall be given to the employee and the Steward. The employee has the right to defend himself/herself against any and all charges. The School will post the rules of conduct for Cafeteria employees.

When the Employer feels disciplinary action is warranted, such action must be initiated within five (5) working days from the date of the occurrence of the condition giving rise to the action, or within five (5) working days of the date it is reasonable to assume that the Employer first became fully aware of the conditions giving rise to the discipline.

ARTICLE 14

GRIEVANCE PROCEDURE

Step One

A. An individual having a grievance shall present it orally to his supervisor within ten (10) working days of the event giving rise to the alleged violation of the Contract, or within ten (10) working days of the employee's knowledge of the event giving rise to the violation.

B. If the grievance is not settled, the party, within twenty-four (24) hours, may request a meeting with his supervisor and Steward.

C. If a satisfactory agreement is not reached within twenty-four (24) hours, the grievance will proceed to Step Two.

D. An employee shall have access to the grievance process if any provision of this Agreement is allegedly violated by the exercise of such management function.

Step Two

A. The grievance will be reduced to writing indicating the alleged Contract violation and remedy desired. This written grievance will be signed by the aggrieved.

B. The grievance shall be submitted to the supervisor within ten (10) working days from the date of Step One (A).

C. The aggrieved shall have the right of Union Steward representation on any or all Steps of the Grievance Procedure.

Step Three

A. The aggrieved shall meet with the supervisor to discuss the grievance within ten (10) working days of its written submission to the supervisor.

B. The supervisor shall give his/her decision, in writing, relative to the grievance, within ten (10) working days of his/her meeting with the aggrieved.

C. If the decision of the supervisor is not appealed within ten (10) working days, her/his decision shall be considered settlement of the grievance.

Step Four

A. Any appeal of a decision rendered by the supervisor shall be presented, in writing, to the Superintendent of Schools or his designee. The Superintendent and the Business Representative of the Union shall meet at a time mutually agreeable to each; but not more than ten (10) working days following the submission of the appeal to the Superintendent.

B. The Superintendent or his designee shall reduce his decision to writing in not more than ten (10) working days following the meeting with the Business Representative.

C. If the aggrieved is not satisfied with the decision of the Superintendent, he may, within ten (10) working days after receiving said decision, proceed to Step Five.

Step Five

A. Within ten (10) days of receipt of the Superintendent's decision, the aggrieved may request a meeting with a committee of the Board, which will be held within ten (10) days of the request, for the purpose of resolving the grievance; the ultimate decision on the grievance at Step Five will, however, be rendered by the full Board at a special or regular meeting.

B. If the Union is not satisfied with the disposition of the grievance by the Board, written notice of intent to arbitrate will be filed within ten (10) days of the Board's decision with the Superintendent. On alternating cases, the Union or district shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one (1) arbitrator's name remains. The arbitrator will then be notified in writing by the parties of selection and request available hearing dates.

- | | | | |
|----|-----------------------|-----|--------------------|
| 1. | (District names five) | 6. | (Union names five) |
| 2. | | 7. | |
| 3. | | 8. | |
| 4. | | 9. | |
| 5. | | 10. | |

The names submitted will be restricted to those arbitrators on the grievance arbitration rosters of the American Arbitration Association or the Federal Mediation and Conciliation Service. Either party may replace a name(s), if submitted on the above list, by placing the other party on written notice during the month of January in any given year, or if an arbitrator declines to continue on the panel or becomes incapacitated and cannot serve. The names provided will be arbitrators residing in Michigan.

C. **General Arbitration Provisions**

1. It is expressly understood that no grievance arising subsequent to the expiration date of this Agreement shall be arbitrated absent mutual agreement between the parties.
2. The parties may mutually agree to an arbitrator outside of the list provided above.
3. The cost of the arbitrator shall be divided equally between the parties.
4. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
5. The decision of the arbitrator shall be final and binding.

D. **Restrictions on the Arbitrator's Authority**

1. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
2. Award punitive damages.

ARTICLE 15

CONTRACT ADMINISTRATION

A. **No Strike - No Lockout**

1. The Union and the Board both recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its Officers, Representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.
2. The Board hereby agrees that there shall be no lockout during the term of this Agreement.

B. **Safety Practices**

The School will take measures in order to prevent or eliminate known hazards in accordance with the provisions of OSHA and State regulations.

C. **Probationary Employees**

Probationary employees will not receive fringe benefits until the completion of their probationary period.

1. Hospitalization Insurance
2. Life Insurance
3. Leaves With or Without Pay
4. Uniforms
5. Holiday Pay
6. Sick Time (once probationary period is over, then appropriate hours will be credited retroactively)

D. **Contract Validity**

1. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby.

2. This Agreement is subject to all applicable Federal and State laws. Any rules, regulations or court determinations issued pursuant thereto, which are conflicting with the provisions of this Agreement, will be subject to renegotiation at the request of either party.

ARTICLE 16

COMPENSATION AND BENEFITS

A. Wages

| | <u>1/01/09</u> | <u>7/01/09</u> | <u>7/01/10</u> |
|-------------------|----------------|----------------|----------------|
| | <u>.5%</u> | <u>1.00%</u> | <u>.5%</u> |
| Probationary | \$10.57 | \$10.68 | \$10.73 |
| 41st Day-1st Year | \$11.45 | \$11.56 | \$11.62 |
| 2nd Year | \$11.60 | \$11.72 | \$11.78 |
| 3rd Year | \$11.75 | \$11.87 | \$11.93 |
| 4th Year | \$11.94 | \$12.06 | \$12.12 |
| 5th Year | \$12.16 | \$12.28 | \$12.34 |
| 6th Year | \$12.36 | \$12.48 | \$12.54 |
| 7th Year | \$12.57 | \$12.70 | \$12.76 |
| 8th Year | \$12.73 | \$12.86 | \$12.92 |

The elementary and middle school Work Leaders will receive an additional twenty cents (\$.20) per hour for the hours assigned each day in the elementary and middle schools. The high school Work Leader will receive an additional twenty cents (\$.20) per hour.

If any other bargaining unit at Delton Kellogg Schools receives a higher percentage wage increase in any of the years within this Agreement, then the members of this bargaining unit shall receive the same wage increase.

If the audited General Fund balance in any year of this Agreement reaches ten percent (10%), then the Administration shall notify the Union of such within five (5) business days of the audited fund balance, and the parties shall meet to mutually determine if the negotiated wage increases or some other benefit may be increased.

B. Holidays

The employee will be paid for the following holidays: Memorial Day, the Friday before Labor Day, Labor Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, Presidents Day (if school is closed), and two (2) days during Spring Break; providing the employee works the scheduled day preceding and the next scheduled work day following the holiday. In the event the student membership year starts after Labor Day, the regular employee must work the next scheduled work day following Labor Day.

C. **Life Insurance**

The Board of Education will make full premium payments towards the purchase of ten thousand dollars (\$10,000.00) in group term life insurance.

D. **Hospitalization Insurance**

1. Effective January 1, 2007, with proper written application, the district will contribute towards available health insurance, named by the Board, one hundred sixty-six dollars (\$166.00) per month for employees working at least six and one-quarter (6-1/4) hours per day; and one hundred seventy dollars (\$170.00) per month for employees working at least seven (7) hours per day.

2. In lieu of hospitalization insurance, the Board of Education agrees to provide thirty dollars (\$30.00) per month towards options for those employees with five (5) or more years of seniority who desire same. Employees shall receive an annual payment of two hundred dollars (\$200.00) should they elect to not take the hospitalization insurance.

3. It is the intent of the parties to create an IRS Section 125 program to allow employees to utilize pre-tax dollars for the purchase of health insurance benefits where applicable.

E. **Uniforms**

1. The School shall provide a uniform allowance of two hundred twenty dollars (\$220.00). This allowance shall include shoes, tops, pants and sweaters.

2. A selection committee comprised of the supervisor and one (1) employee from each kitchen will recommend a uniform to the Superintendent.

3. The employees shall keep his/her uniform clean, neat, and in good repair.

F. **Rest Period**

Employees working five and one-half (5-1/2) hours or more per work day shall receive a fifteen (15) minute rest period scheduled by the supervisor. Employees working less than five and one-half (5-1/2) hours shall not receive a rest period.

G. **Lunch Period**

In order not to disrupt the lunch program, the employees will take a one-half (1/2) hour unpaid lunch period (scheduled by the supervisor) for any day the employee is scheduled to work more than seven (7) hours per day.

H. Longevity

Employees shall receive a longevity bonus, after five (5) years of service, of ten dollars (\$10.00) per year, up to ten (10) years of service.

| Bonus Amount | Years of Service |
|---------------------|-------------------------|
| \$50.00 | After five (5) years |
| \$60.00 | After six (6) years |
| \$70.00 | After seven (7) years |
| \$80.00 | After eight (8) years |
| \$90.00 | After nine (9) years |
| \$100.00 | After ten (10) years |

Employees shall receive a longevity bonus, after eleven (11) years of service, of fifteen dollars (\$15.00) per year, up to fifteen (15) years of service.

| Bonus Amount | Years of Service |
|---------------------|---------------------------|
| \$115.00 | After eleven (11) years |
| \$130.00 | After twelve (12) years |
| \$145.00 | After thirteen (13) years |
| \$160.00 | After fourteen (14) years |
| \$175.00 | After fifteen (15) years |

ARTICLE 17

TERMINATION

A. This effective date of this Agreement is **January 1, 2009**, and shall remain in full force and effect until termination on **June 30, 2011**.

B. If either party desires to terminate this Agreement it shall give written notice of termination ninety (90) calendar days prior to the termination date. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, the Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current anniversary date of termination.

C. Notice of termination shall be in writing and shall be sufficient if sent by certified mail to the Union:

International Union of Operating Engineers
Local 547 - A, B, C, E, G, H, P - AFL-CIO
24270 West Seven Mile Road
Detroit, Michigan 48219

and if to the School, addressed to:

Delton Kellogg Schools
327 North Grove Street
Delton, Michigan 49046

or, to any other address the Union or the School may make available to each other.

D. As a result of changing the contract term from January-December to July-June, the parties both agree that no one in the bargaining unit shall lose any other benefit, as a result of the change, that would have ordinarily accrued to them.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

DELTON KELLOGG SCHOOLS

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**

Business Manager

President

Recording-Corresponding Secretary