

AGREEMENT

between the

OVID-ELSIE AREA SCHOOLS  
BOARD OF EDUCATION

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

FOOD SERVICE BARGAINING UNIT

JULY 1, 2010 - JUNE 30, 2015

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## **AGREEMENT**

This Agreement entered into between the OVID-ELSIE AREA SCHOOLS BOARD OF EDUCATION, hereinafter referred to as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, hereinafter referred to as the "Union".

### **ARTICLE I**

#### **PURPOSE**

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer, the Union and the employees of the Ovid-Elsie Area Schools. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing the kind of service, care and maintenance of school properties that is acceptable to the school district constituents.

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

### **ARTICLE II**

#### **UNION RECOGNITION, UNION SECURITY, CHECK-OFF**

##### **Section 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, and hours of employment.

(b) The term "employee" as used herein shall include all Head Cooks, Cooks, Cafeteria Helpers, Ala Carte Cashiers, but excluding on-call employees, seasonal employees, supervisors as defined in the Act, and all other employees of the Ovid-Elsie Area Schools.

##### **Section 2 Union Security**

(a) It shall be a condition of employment that all permanent employees of the Employer who are covered by this Agreement, and who are not members of the Union on the effective date of this

Agreement, or all employees who are hired on or after the effective date of this Agreement or the signing of this Agreement, whichever shall be later, shall either become members in good standing in the Union, or pay to the Union a service charge as a contribution toward the administration of this Agreement in accordance with applicable laws, on or before the ninety-first (91<sup>st</sup>) day following their date of hire, whichever shall be later.

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

(c) In the event that the Union refuses to accept any person hired as a member, said person may continue in employment.

### **Section 3 Check-Off**

The Employer shall deduct from the pay of each employee, from who it receives written authorization to do so, the required amount for the payment of initiation fee and Union dues or service fees. Such dues or fees, accompanied by a list of employees (including Social Security numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, 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.

Such dues, as and when deducted, shall be kept separate from the Employer's general funds, and shall be deemed trust funds.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International and the Local 324, IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted, and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local 324, of the International Union of Operating Engineers, AFL-CIO.

## **ARTICLE III**

### **NON-DISCRIMINATION**

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principals involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any persons because of race, creed, color, religion, national origin, handicap, sex or age.

## **ARTICLE IV**

### **VISITATION**

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

## **ARTICLE V**

### **STEWARDS**

- (a) The employees shall be represented by a Chief Steward, who shall be chosen or selected in a manner determined by the employees and the Union.
- (b) Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances, and to attend grievance and negotiating meetings, after arrangements have been made with his/her supervisor and permission granted.
- (c) During his/her term of office, the Chief Steward shall be deemed to head the seniority lists for the purpose of shift preference, lay-off and recall only; provided he/she is qualified to do the required work. Upon termination of his /her term, he/she shall be returned to his/her regular seniority status.

## **ARTICLE VI**

### **JURISDICTION**

Employees of the Employer 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, except that students may be used as they historically have been used by the Employer during the food serving time, provided there is no discrimination against the employees covered by this Agreement.

## **ARTICLE VII**

### **CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall the use of contracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of services shall contracting be used to avoid the performance of work covered under this Agreement.

## **ARTICLE VIII**

### **SAFETY PRACTICES**

The Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of OSHA, State and local regulations.

Employees are also expected to comply with promulgated rules and standards and with orders issued pursuant to OSHA, MIOSHA and school district regulations.

## **ARTICLE IX**

### **SENIORITY**

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without appeal by the Union.

Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employee(s) shall not have completed his/her probationary period until these additional days have been worked.

(b) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

(c) Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee who is in a classification previously held by the least seniority employee, provided the



senior employee is qualified to hold the position held by the least seniority employee.

(d) An employee will lose his/her seniority for the following reasons:

- (1) He/she resigns;
- (2) He/she is discharged for cause.

(e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with the employee having the right to exercise his/her seniority and return to the bargaining unit in the event that he/she vacates his/her supervisory position.

(f) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about September 1<sup>st</sup> of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

(g) Personnel laid off shall remain on the lay-off list and retain recall rights for a period as long as they were originally employed, up to a maximum of three (3) years.

## **ARTICLE X**

### **TRANSFER AND PROMOTIONAL PROCEDURE**

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards by the Employer within one (1) pay period from the date of vacancy; and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has necessary qualifications. Newly created positions or vacancies are to be posted in the following manner: type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification. Job postings that occur during non-working periods shall be sent to all employees through the mail. After the posting period has expired, the Board shall then fill the vacancy within thirty (30) working days' time.

(b) Any employee temporarily transferred from his/her classification to another classification within the bargaining unit shall, as of the first (1st) day, be paid the rate of the position from which he/she is transferred, or the rate of the position to which he/she is transferred, whichever is higher.

(c) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty (30) calendar days time period, the position shall then be considered an open position and posted for bidding from interested employees.

An employee on a temporary assignment in a higher classification will receive holiday pay at the higher rate if they work the day prior and the day after the holiday. When an employee substitutes for another employee for thirty (30) days or more, he/she shall earn sick days at the higher of the two (2) rates for the remainder of the assignment.

(d) Employees that promote to jobs shall be given a thirty (30) working days trial period. If the trial period is successful, the employee must complete at least thirty (30) additional working days (total of sixty [60] days) in the job before they are eligible to bid on another position.

(e) When substitutes are not available, remaining employees shall be granted additional time to complete duties. Employees shall be paid at the higher rate of pay as in paragraph (b).

## **ARTICLE XI**

### **NEW JOBS**

(a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question, and he/she shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During the thirty (30) calendar days period, but not thereafter during the life of this Agreement, the Union may request, in writing, the Employer to negotiate the new classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise agreed. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A of the Agreement.

## **ARTICLE XII**

### **DISCIPLINE DISCHARGE**

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Disciplinary action shall include: verbal warnings (which the District has the right to document), written warnings, written reprimands, suspension and dismissal. All disciplinary action shall be confirmed in writing, under the signature of the administrator issuing the disciplinary action, and shall be incorporated in the bargaining unit member's personnel file. The bargaining unit member who is the subject of the disciplinary action shall sign for receipt of the disciplinary document and shall be given a copy of same. The bargaining unit member's signature shall acknowledge receipt, but shall not indicate agreement with the disciplinary action taken.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

- (a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for a period of time up to one (1) year, which may be extended by mutual agreement between the parties, provided he/she promptly notifies the Employer of the necessity therefore, and provided further, that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, and for the continuation of such absence when the same is requested by the Employer.
- (b) Leaves of absence without pay shall be granted for up to one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children, or parents.
- (c) Leaves of absence without pay shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.
- (d) Pregnancy leave will be treated in the same manner as other disability leaves under Article XVIII.
- (e) Any employee in the bargaining unit elected or appointed to full-time office in the Union, whose duties requires his/her absence from work, shall be granted a leave of absence without pay for the term of such office, and shall accumulate seniority during his/her term of office, and at the end of such term, shall be entitled to resume his/her regular seniority status and all job and recall rights.

(f) All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURE**

#### **Section 1**

(a) A Union grievance is a difference between the Employer and the Union which involves an employee, or groups of employees, and concerns working conditions or the interpretation or application of any provision of this Agreement, and may be processed directly to Step 2 of the Grievance Procedure.

(b) Any employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.

(c) The time elements in the steps can be shortened or extended by mutual written agreement.

(d) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

(e) A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.

(f) Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.

#### **Step One**

(a) An employee having a grievance may present it orally to his/her supervisor. In the event an employee desires that his/her Steward be present, he/she shall make his/her request through the supervisor, and the supervisor shall send for the Steward.

(b) In the event the grievance is not settled orally by the supervisor, the Steward shall submit the

grievance in writing to the supervisor within three (3) working days from the oral presentation.

The employee and the Steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing within three (3) working days.

### **Step Two**

(a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the superintendent within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.

(b) The superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them, but not later than fifteen (15) calendar days following receipt of the appeal.

(c) The superintendent shall give his decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

### **Step Three**

(a) If the appealing party is not satisfied with the disposition of the grievance by the superintendent, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the superintendent, the grievance must be submitted to arbitration.

(b) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator.

(c) The arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The arbitrator shall not have the jurisdiction to add to, subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the arbitrator shall be shared equally by the parties.

(g) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(h) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

## **ARTICLE XV**

### **STRIKE PROHIBITION**

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947, of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or groups of members which is contrary to law.

## **ARTICLE XVI**

### **MANAGEMENT RIGHTS**

(a) Subject to this Agreement and Public Act 379 of the Michigan Public Acts of 1965, the Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibility conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the rights:

- (1) To the executive management and administrative control of the school system and the properties and facilities, and the activities of its employees;
- (2) To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or dismissal, to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms thereof that are in conformance with the Constitution and laws of the United States.

## ARTICLE XVII

### HOURS AND WORK WEEK

#### Section 1

- (a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m., Monday and ending one hundred twenty (120) hours thereafter.
- (b) Full-time shall be defined as six (6) hours or more daily
- (c) This section does not guarantee the employee eight (8) hours per day, nor does it guarantee the employee forty (40) hours per week.

#### Section 2

Overtime rates will be paid as follows: time and one-half (1-1/2X) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

#### Section 3 Call Back

Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours for unscheduled work, he/she shall receive pay for the actual time worked at time and one-half (1-1/2X) his/her regular rate or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is the greater.

#### Section 4 Distribution of Overtime and Substitute Help

- (a) Overtime shall be divided and rotated as equally as possible according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work.
- (b) In the event, that an employee is off work due to illness then the vacancy shall be filled in this order:
  - (1) According to building seniority;
  - (2) According to seniority outside of building;
  - (3) Substitutes not in the bargaining unit.

## **Section 5 Rest Periods**

Each employee covered by this Agreement shall receive one (1), fifteen (15) minute rest period during the first four (4) hours worked per day, and one (1), fifteen (15) minute rest period during the second four (4) hours worked per day. Six (6) hour employees will have a second break, prorated.

## **ARTICLE XVIII**

### **SICK LEAVE AND FUNERAL LEAVE**

#### **Section 1 Sick Leave**

(a) Each employee covered by this Agreement will be entitled to sick leave accumulation in a single sick leave bank at the rate of one (1) day per month, with a limit of one hundred forty-five (145) days maximum accumulation. All sick days shall be granted at the beginning of the school year after completing three (3) years of employment. In order to accumulate a sick leave day, an employee must have worked sixty percent (60%) of their scheduled working hours in a month. An employee on paid accrued sick leave will continue to accumulate sick leave days, while those on unpaid leave shall not.

(b) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical or optical examinations or treatment. Sick leave shall also be granted when a member of the immediate family of the employee (which shall include children for whom the employee has primary responsibility, spouse, grandchildren or parent) requires the care and attendance of the employee due to illness or injury. The Employer may request the employee to either submit to a physical examination, or furnish medical verification in regard to the health of the member of the immediate family of the employee, with such physical examination to be at the expense of the Employer. Use of such sick leave is to be limited to not more than thirty (30) days per year. An extension may be granted if approved by the superintendent.

(c) Records of sick leave accumulated and taken shall be furnished to the employee on or about September 1<sup>st</sup> of each year. Employees will acknowledge receipt and approval of the annual accumulated sick leave list, or contact the payroll office with any questions.

(d) Employees may donate sick days to one another as follows:

- (1) Within bargaining unit only.
- (2) The contract language regarding sick leave usage will apply.
- (3) Employees must have exhausted their own days before requesting donated days.



- (4) Employees may donate a maximum of four (4) days per year to other employee(s). Days donated by employee(s) are strictly voluntary.
  - (5) Requests for donated days must be in writing to the superintendent for approval, with a copy to the Union Steward.
  - (6) Doctor's verification required.
  - (7) Some arrangements will be made for the pay-back of donated sick days by the individual receiving them to those who donated.
- (e) A person employed during the full school year will be eligible for the following with payment being made at the end of each year after July 1<sup>st</sup>, if cash flow allows.
- (1) If he/she is absent for sick leave during the year zero (0) or one (1) day, will receive twenty percent (20%) pay of the remaining sick leave accumulated for the year (this is either nine [9] or ten [10] days).
  - (2) If he/she is absent for sick leave during the year two (2) or three (3) days, will receive ten percent (10%) pay of the remaining sick leave accumulated for the year (this is either seven [7] or eight [8] days).

## **Section 2 Funeral Leave**

- (a) All employees shall be granted up to four (4) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean spouse, parents, step-parents, parents-in-law, brothers, sisters, children and step-children of the employee. Additional time off shall be granted for travel and deducted from sick leave.
- (b) Employees shall be granted two (2) days off with pay to attend the funerals of grandparents, brother/sister-in-laws and grandchildren. Additional time off may be granted for travel deducted from sick leave.
- (c) Employees may be granted one (1) day with pay to attend funerals of non-family members. Additional time off may be granted for travel deductible from sick leave.

## **Section 3 Personal Days**

All employees shall be entitled to a total of three (3) days per year for personal and/or business leave, which shall not be taken the day before or after the holiday, and such leave shall be requested forty-eight (48) hours in advance, except in cases of an emergency. An employee who does not utilize all personal leave days in one (1) given school year will have a maximum of three (3) such

days in the following year. Any unused personal days will be added to the employee's accumulated sick leave days at the end of June each year.

## **ARTICLE XIX**

### **HOLIDAYS**

(a) The Employer will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

New Years Day	Thanksgiving Day
Good Friday	Day following Thanksgiving
Labor Day	Christmas Day
Memorial Day	

(b) Employees required to work on any of the above named holidays shall receive time and one-half (1-1/2X) for hours worked, in addition to the regular holiday pay.

(c) Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

(d) Unexcused absence before or after the holiday would eliminate the holiday pay.

## **ARTICLE XX**

### **HOSPITALIZATION**

The Employer shall, during the life of this Agreement, for each employee covered by this Agreement, provided they are not covered under another carrier, pay the total premium toward hospitalization insurance that is equivalent to school administrators. The Union has the right to explore medical cost saving options during the life of this Agreement.

The Board reserves the right to bid/select the insurance carrier, provided that the level of benefits is equivalent to school administrators.

The Board agrees to adopt a Section 125 Plan for employee health insurance contributions.

The Board shall provide, without cost to the full-time employee, an 80-80-80 Dental Insurance Plan, with one thousand dollars (\$1,000.00) annual and orthodontic maximums, for employee members of the bargaining unit, their dependent spouses, and their dependent children, provided they are not covered under another carrier.

The Board shall provide, without cost to the full-time employee, a Blue Vision Insurance Plan equivalent to school administrators for employee, members of the bargaining unit, their dependent spouses and their dependent children, provided they are not covered under another carrier.

All full-time employees shall receive a total of five thousand dollars (\$5,000.00) term life insurance policy.

Full-time employees will receive one thousand two hundred dollars (\$1,200.00) per year in lieu of health insurance. The District will continue to provide coverage under this Article for the one (1) employee, less than full-time, who had received coverage prior to this Agreement. This "grandfathered" coverage will be at a fifty percent (50%) cost-shared basis.

## **ARTICLE XXI**

### **PHYSICAL EXAMINATIONS**

Employees covered by this Agreement shall be required to be given a physical examination at times, dates and places when determined necessary by the Employer. The Employer shall pay the total cost of such examination.

## **ARTICLE XXII**

### **ACT OF GOD DAYS**

Employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities, so called "Act of God" days, will not be paid for such days. Employees shall work on any rescheduled full day(s) of student instruction which are established by the Board, and will be paid at their regular rate of pay.

Employees that are not contacted before they leave home on days school is canceled will be reimbursed for one (1) hours time at their regular rate of pay.

## **ARTICLE XXIII**

### **MONTHLY MEETINGS**

One (1) meeting prior to the beginning of the school year will be called by the Employer and will be paid at the regular hourly rate. Any additional meetings shall be posted one (1) week in advance (except in emergencies), and shall state whether they are mandatory or optional.

## **ARTICLE XXIV**

### **JURY DUTY**

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such lost time as a result of such appearance or service, less any compensation received for such jury service, up to a period of thirty (30) days.

## **ARTICLE XXV**

### **CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, attached hereto, and made a part hereof by reference.

## **ARTICLE XXVI**

### **BINDING AGREEMENT**

This Agreement shall be binding upon the parties hereto, their successors and assigns.

## **ARTICLE XXVII**

### **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

#### **Section 1**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee, or group of employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Union.

#### **Section 2**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

### **Section 3**

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

## **ARTICLE XXVIII**

### **COOKS/CAFETERIA EMPLOYEE EVALUATION**

Annual evaluations shall be done for the first two (2) years of employment. Starting with year three (3) of employment, evaluations will be done every other year. Evaluations will be done by the Food Service Director.

Employees required to take the State Certification class in Safety & Sanitation will pay for the class. Upon receiving notice that they have passed the class, a copy of the notice will be submitted to district for reimbursement. If the class is out-of-district, round trip mileage will be paid.

## **ARTICLE XXIX**

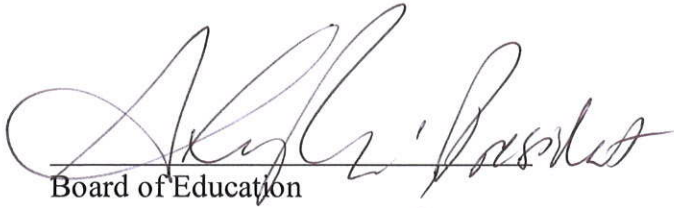
### **TERMINATION AND MODIFICATION**

- (a) This Agreement shall continue in full force and effect until **June 30, 2015**.
- (b) If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.
- (c) If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

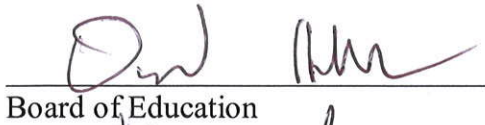
(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, 500 Hulet Drive, Bloomfield Township, MI 48302, and if to the Employer, addressed to Ovid-Elsie Area Schools Board of Education, 8989 Colony Road, Elsie, Michigan 48831, or to any other such address the Union or the Employer may make available to each other.

(e) The effective date of this Agreement is **July 1, 2010**.

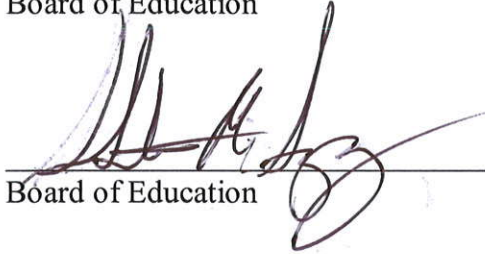
**OVID-ELSIE AREA SCHOOLS  
BOARD OF EDUCATION**



Board of Education

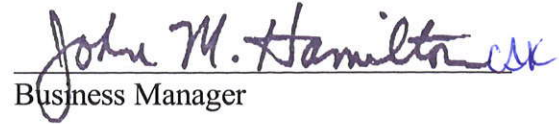


Board of Education

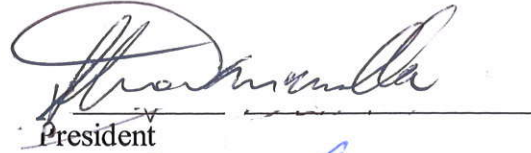


Board of Education

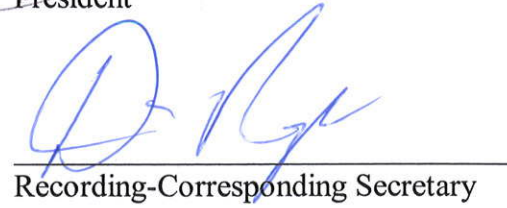
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 324, AFL-CIO**



Business Manager



President



Recording-Corresponding Secretary

mrb/opeiu42afl-cio  
Ovid-Elsie Food Service 2010-2015

**SCHEDULE " A "**

**SALARY SCHEDULE**

**2010-2011**

**(3.0% Increase)\***

<b>Classification</b>	<b>Probationary Hourly Rate</b>	<b>Base Hourly Rate</b>
Cook - Class A	\$9.67	\$12.84
Cafeteria Helper	\$8.43	\$11.48
Ala Carte Cashier	\$7.90	\$10.19

Salary for each of the four (4) school years - 2011-2012, 2012-2013, 2013-2014 and 2014-2015 - is based upon the following three (3) steps:

(1) Food Service Revenue/Expenditure

Food Service Revenue/Expenditure is determined from July 1<sup>st</sup> through June 30<sup>th</sup> for previous school year. For every \$5,000.00 (or proportion of \$5,000.00) of Revenue/Expenditure, equates to one (1) percent.

(2) Major Medical Insurance

For each one percent (1%) (accurate to two [2] decimal places) increase in Major Medical Insurance over previous year of Major Medical Insurance, a .125% is deducted from percent amount as determined in Step 1.

(3) Salary Percentage Increase

Salary Percentage Increase for the school year is determined in Step 2.

If Step 2 is less than 0%, then employee group shall receive 0% increase for specified school year.

If Step 2 exceeds 3%, then employee group shall receive 3% increase for specified school year.



Example (1)

- (1) Revenue/Expenditure for 2010-11 +\$12,500, thus  $\$12,500 - \$5,000 = +2.5\%$
- (2) Major Medical Increase for 2011-12 over 2010-11 +8.95%, thus  $(8.95\%) \times (.125\%) = 1.12\%$  resulting  $2.5\% - 1.12\% = 1.38\%$
- (3) Salary increase for 2011-12 +1.38%

Example (2)

- (1) Revenue/Expenditure for 2010-11 + \$7,820, thus  $\$7,820 - \$5,000 = +1.56\%$
- (2) Major Medical Increase for 2011-12 over 2010-11 +17.75%, thus  $(17.75\%) \times (.125\%) = 2.22\%$  resulting  $1.56\% - 2.22\% = -.66\%$
- (3) Salary increase for 2011-12 + 0% since 0% is minimum increase.

Example (3)

- (1) Revenue/Expenditure for 2010-11 + \$25,500, thus  $\$25,500 - \$5,000 = +5.1\%$
- (2) Major Medical increase for 2011-12 over 2010-11 + 14.25%, thus  $(14.25\%) \times (.125) = 1.78\%$  resulting  $5.1\% - 1.78\% = 3.32\%$
- (3) Salary increase for 2011-12 +3.0% since 3% is maximum increase.

**UNIFORM ALLOWANCE**

Each employee covered by the terms of this Agreement shall receive an annual uniform allowance of up to two hundred dollars (\$200.00) during the course of the school year upon submitting receipt(s), provided person completed probation period by September 1<sup>st</sup> of current year.

**\*As determined under the July 1, 2008 – June 30, 2011 Contract.**

## RETIREMENT/SEVERANCE PAY

Employees, who upon permanent retirement and qualify for MPSERS, and have been employed by the school system for at least ten (10) consecutive years, will receive a severance pay based upon the following:

Years of Service	Amount
5-9 Years of Service	\$0, plus \$15.00 for each accumulated sick day
10-15 Years of Service	\$400.00, plus \$15.00 for each accumulated sick day
16-20 Years of Service	\$600.00, plus \$15.00 for each accumulated sick day
21 Years of Service and Over	\$800.00, plus \$15.00 for each accumulated sick day

In the event of the employee's death while still in the employment of the Employer, this benefit will be paid to the employee's beneficiary.

**CAFETERIA PERSONNEL**

**CLASSIFICATION/SENIORITY DATE**  
**2010-11**

<b><u>Classification</u></b>	<b><u>Date</u></b>	<b><u>Location</u></b>
<b><u>Class A Cook</u></b>		
Parker, Patricia	10/01/90	E. E. Knight
Wieber, Diane	09/01/95	Middle School
Kusnier, Ginger	11/02/98	Leonard
Sodman, Sue	03/25/02	High School
<b><u>Cafeteria Helpers</u></b>		
Rambo, Heidi	03/15/04	Leonard
Soukup, Renee	03/18/06	High School
Taylor, Mary	05/22/06	E. E. Knight
Blunt, Kathy	09/01/10	Leonard
<b><u>Ala Carte Cashier</u></b>		
Rademacher, Cindy	04/12/99	Middle School
Taylor, Kristi	11/29/05	Leonard
Winans, Betty	09/04/07	E. E. Knight
Darling, Regene	10/01/07	Middle School
Stilwell, Sandy	03/26/09	High School
Essex, Terese	12/03/09	High School
Lott, C.J.	03/23/10	High School
Hall, Christine	09/01/10	Leonard

**OVID-ELSIE AREA SCHOOLS**  
**COOKS/CAFETERIA EVALUATION**

NAME: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_  
 DATE: \_\_\_\_\_ EVALUATION PERIOD: \_\_\_\_\_  
 LOCATION: \_\_\_\_\_ STATUS: \_\_\_\_\_ PROBATIONARY \_\_\_\_\_ CONTINUING

**THE EVALUATION PROCESS**

**Definition**

Evaluation is a process whereby staff members are apprised of the quality of their performance.

**Description of Evaluation Form**

The primary purpose of this evaluation form is to encourage positive interaction between the supervisor and employee to realize improvement. Whether the instrument and the process are productive depends upon the attitudes of the involved parties. To be most effective, it is assumed that the evaluation will occur in an atmosphere of sensitivity, understanding, support, candor and trust by both the evaluator and the person being evaluated.

The characteristics listed, though not all inclusive, are intended to stimulate constructive discussion regarding the staff member's competence. They are arranged in four categories to provide an organized approach to viewing the staff member's competence. These categories are: Job Performance, Personal Characteristics, Goals, and Evaluation Summary.

**JOB PERFORMANCE**

Place an "X" below where it most accurately describes the employee's performance. Use definitions (Below Average, Average, Above Average, Not Applicable) as a guide. Rate the employee on overall performance – not isolated incident.

	Below Average	Average	Above Average	N/A
1. <b><u>Attendance</u></b> – reports to work daily, is punctual and begins work promptly.	_____	_____	_____	_____
2. <b><u>Productivity</u></b> – amount of work produced. Planning & follow-through. Keeps busy.	_____	_____	_____	_____
3. <b><u>Quality</u></b> – accuracy, neatness and organization of work. Thoroughness, attention to details.	_____	_____	_____	_____
4. <b><u>Knowledge</u></b> – understands duties of job.	_____	_____	_____	_____
5. <b><u>Responsibility</u></b> – desire to follow through and meet schedules. Attention to instructions. Cost and value consciousness.	_____	_____	_____	_____

- 6. **Relation** – ability to get along and work with others. \_\_\_\_\_
- 7. **Self-Control** – evenness of temper, calmness under stress, not bothered by distractions. \_\_\_\_\_
- 8. **Judgment** – ability to analyze problems and select correct course of action. \_\_\_\_\_
- 9. **Adaptability** – adjusts to changes and new assignments with willingness to succeed. \_\_\_\_\_
- 10. **Initiative** – basic urge to get things done. Ambitions, “take charge” style. \_\_\_\_\_
- 11. **Attitude** – pleasant, leaves personal problems at home. Conforms to rules and policies. \_\_\_\_\_

SUGGESTED RECOMMENDATIONS IN AREAS NEEDED TO BE IMPROVED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Evaluator’s Signature

\_\_\_\_\_  
 Employee’s Signature\*\*

(\*\*The signature of the employee does not necessarily indicate agreement with the appraisal on this form, but indicates that he/she has seen it. The employee may attach a memo explaining his/her disagreement regarding any aspect of this evaluation.)

Salary increase for 2010-11 is 3.0% based upon the following:

1. Base Percentage

Base Percentage is 2.0%

2. Food Service Revenue/Expenditure

As of June 30, 2010 is \$49,336.12

$\$49,336.12 - \$5,000 = 9.87$

$2.0\% + 9.87\% = 11.87\%$

3. Major Medical Insurance

Increase is +7.85%

$7.85\% \times .15\% = 1.18\%$  deduct

4. Salary Percentage Increase

$9.87\% - 1.18\% = 8.69\%$

3.0% is maximum

Thus +3.0% increase for 2010-11 school year.

**OVID-ELSIE AREA SCHOOLS**

**CAFETERIA PERSONNEL**

**CLASSIFICATION/SENIORITY DATE**

**2010-11**

<b><u>Classification</u></b>	<b><u>Date</u></b>	<b><u>Location</u></b>
<b><u>Class A Cook</u></b>		
Parker, Patricia	10/01/90	E. E. Knight
Wieber, Diane	09/01/95	Middle School
Kusnier, Ginger	11/02/98	Leonard
Sodman, Sue	03/25/02	High School
<b><u>Cafeteria Helpers</u></b>		
Rambo, Heidi	03/15/04	Leonard
Soukup, Renee	03/18/06	High School
Taylor, Mary	05/22/06	E. E. Knight
Darling, Regene	10/01/07	Middle School
Stilwell, Sandy	03/26/09	High School
Blunt, Kathy	09/01/10	Leonard
<b><u>Ala Carte Cashier</u></b>		
Rademacher, Cindy	04/12/99	Middle School
Winans, Betty	09/04/07	E. E. Knight
Essex, Terese	12/03/09	High School
Hall, Christine	09/01/10	Leonard

*Revised 03-2011*

... OVID-ELSIE AREA SCHOOLS

CAFETERIA PERSONNEL

CLASSIFICATION/SENIORITY DATE  
2011-12

<u>Classification</u>	<u>Date</u>	<u>Location</u>
<u>Class A Cook</u>		
Parker, Patricia	10/01/90	E. E. Knight
Wieber, Diane	09/01/95	Middle School
Kusnier, Ginger	11/02/98	Leonard
Sodman, Sue	03/25/02	High School
<u>Cafeteria Helpers</u>		
Rambo, Heidi	03/15/04	Leonard
Soukup, Renee	03/18/06	High School
Taylor, Mary	05/22/06	E. E. Knight
Darling, Regene	10/01/07	Middle School
Stilwell, Sandy	03/26/09	High School
Blunt, Kathy	09/01/10 (2)	Leonard
<u>Ala Carte Cashier</u>		
Rademacher, Cindy	04/12/99	Middle School
Winans, Betty	09/04/07	E. E. Knight
Essex, Terese	12/03/09	High School
Hall, Christine	09/01/10 (1)	Leonard
Toth, Barb	12/16/10	High School
Bowen, Cherie	01/11/11	E. E. Knight



..... OVID-ELSIE AREA SCHOOLS

CAFETERIA PERSONNEL

CLASSIFICATION/SENIORITY DATE  
2012-13

<u>Classification</u>	<u>Date</u>	<u>Location</u>
<u>Class A Cook</u>		
Parker, Patricia	10/01/90	E. E. Knight
Wieber, Diane	09/01/95	Middle School
Kusnier, Ginger	11/02/98	Leonard
Sodman, Sue	03/25/02	High School
<u>Cafeteria Helpers</u>		
Rambo, Heidi	03/15/04	Leonard
Soukup, Renee	03/18/06	E. E. Knight
Taylor, Mary	05/22/06	High School
Darling, Regene	10/01/07	Middle School
Stilwell, Sandy	03/26/09	High School
Blunt, Kathy	09/01/10 (2)	Leonard
<u>Ala Carte Cashier</u>		
Rademacher, Cindy	04/12/99	Middle School
Winans, Betty	09/04/07	E. E. Knight
Essex, Terese	12/03/09	High School
Hall, Christine	09/01/10 (1)	Leonard
Toth, Barb	12/16/10	High School
Bowen, Cheryl	01/11/11	E. E. Knight

**SCHEDULE "A"**

**CAFETERIA  
SALARY SCHEDULE  
2011-12  
(3.0% INCREASE)**

<u>CLASSIFICATION</u>	<u>PROBATIONARY HOURLY RATE</u>	<u>BASE HOURLY RATE</u>
Cook-Class A	\$ 9.96	\$ 13.23
Cafeteria Helper	\$ 8.68	\$ 11.82
Ala Carte Cashier	\$ 8.14	\$ 10.50

2012-13

	Probationary Rate	After Probation Rate
Class A Cook	\$ 9.96	\$ 13.23
Cafeteria Helper	\$ 8.68	\$ 11.82
Ala Carte Cashier	\$ 8.14	\$ 10.50

**New Rate - 3%**

	Probationary Rate	After Probation Rate
	\$ 10.26	\$ 13.63
	\$ 8.94	\$ 12.17
	\$ 8.38	\$ 10.82

  
Bargaining Unit

8-21-2012  
Date