

July 1, 2011 to June 30, 2014

A G R E E M E N T

between the

**BOARD OF EDUCATION OF
THE FRASER PUBLIC SCHOOLS DISTRICT**

and the

**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
MICHIGAN COUNCIL #25**

AND

**LOCAL 3846
SUB CHAPTER 14
FOOD SERVICE**

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THIS AGREEMENT, entered into this 1st day of July, 2011, by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "Board," and the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25, and Local No. 3846, the affiliated local union, hereinafter called the "Union."

WHEREAS, the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and employees with respect to hours, wages and terms and conditions of employment; and,

WHEREAS, the parties hereto, following extended and deliberate collective bargaining, have reached understandings which they desire to incorporate into a formal contract;

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

ARTICLE 1

A. RECOGNITION

1. The Board recognizes the Union as the exclusive bargaining representative of all full time and part time food service, including elementary food servers, head cooks, leaders, helpers, food service drivers, but excluding supervisors, department heads and elected officials pursuant to MERC Case No. R 90 K-254. The parties agree that no provision of this contract shall apply to employees employed in the maintenance and custodial division, and no provision of the maintenance and custodial agreement shall apply to employees in the Food Service Division provided, however, that this language shall not be construed to prohibit employees covered by this agreement from submitting an application for employment for vacant positions in the maintenance and custodial division for consideration by the District when it is hiring maintenance or custodial employees.
2. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any employees in the enjoyment of any rights conferred by the laws or Constitutions of Michigan and the United States and that it will not discriminate against any employee because of his membership in the Union or his participation in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to employees in this Agreement are in addition to those provided in the above mentioned statutes and Constitutions.

B. BOARD POWERS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duty and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of the employees;
2. to hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, and their dismissal or demotion; and to promote and transfer all such employees;
3. to determine hours of employment, duties, responsibilities and assignments of all employees under this Agreement, and the terms, and conditions of employment.

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 of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the

Constitution and laws of the State of Michigan, and Constitution and laws of the United States.

SUBSTITUTE EMPLOYEES - Substitute employees shall be excluded from all of the provisions of this Agreement, unless such agreement expressly otherwise provides.

C. DISCRIMINATION

The Board and Union agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age or sex.

D. STRIKES

1. During the term of this Agreement, neither the union, nor any of its officers or members will authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature, whether for purposes of changing, maintaining, or influencing wages, hours and/or terms and conditions of employment.
2. No lock out of employees shall be instituted by the employer during the term of this Agreement. In the event of a work stoppage, or curtailment of work, picketing or patrolling of work, the Board shall not be required to negotiate on the merits of the dispute, which gave rise to the stoppage or curtailment until the stoppage or curtailment has ceased.

In the event of a work stoppage, picketing, or patrolling or other curtailment, the Union shall immediately instruct the employees in writing that their conduct is in violation of this Agreement, that they may be disciplined up to and including discharge, and instruct all persons to quit the conduct. The Board shall have the right to discipline up to and including discharge of any employee who instigates, participates in or gives leadership to any activity herein prohibited.

E. UNION RIGHTS

1. DUES, DEDUCTIONS AND FINANCIAL RESPONSIBILITY

All employees covered by the terms of this Agreement shall, as a condition of continued employment with the District, execute an Authorization for Deduction of Dues or for deduction of a sum equivalent to the union dues as a service fee in accordance with applicable law, on or before the tenth (10th) calendar day following the thirtieth (30th) calendar day following the beginning of their employment or reinstatement in the bargaining unit. The Board will deduct from the pay of each employee from whom it receives an authorization the required amount of dues or service fee. In the event that any employee covered by the terms of this Agreement refuses or does not sign the above authorization, the Board agrees that the services of such employee shall be discontinued. The Union agrees to indemnify and hold harmless the Board from all liability, claims,

damages and expenses arising out of the discontinuing of services or discharge of any employee who does not furnish the Board with an Authorization for the Deduction of Dues as provided above. Attached to this Agreement, marked "Exhibit A," is an "Authorization for Dues Deduction" form to be used for this purpose.

2. P.E.O.P.L.E. CHECK-OFF

The District agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the District and the Union.

The District agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted from the period covered by the remittance.

By allowing voluntary employee payroll deductions for the purpose of supporting AFSCME'S PEOPLE campaign, AFSCME and employees of this bargaining unit (Local 3846) hereby acknowledge that the Fraser Public Schools does not in any manner support, condone, or endorse this political action committee nor any of its policies, platforms, or candidates either now or throughout the duration of this current collective bargaining agreement. AFSCME and Local 3846 agree to indemnify and hold harmless the District from all liability, claims, damages and expenses arising from any allegation or action that implementation of the check-off authorization/procedure above is unlawful or otherwise improper.

3. STEWARDS

The employees shall be represented by a Chapter Chairperson and a Chief Steward. Notwithstanding their position on the seniority list, in the event of layoff, the chapter chairperson, and the chief steward shall be continued at work without regard to their seniority as long as there is a bargaining unit position for which they are qualified to perform. The chapter chairperson and the chief steward referred to above shall receive the rate of pay for the position in which they are placed at the time of a layoff.

Upon approval of the director or designee, steward may be released from their regular duties during their working hours without loss of pay to investigate reported grievances and to present grievances to the employer representatives, provided that such release does not interfere with the employee's regular assigned duties.

4. UNION RELEASE DAYS

- a. A total of four (4) days per year may be granted to the union for the purpose of attending educational conferences, conventions, and membership meetings subject to the following provisions.
- b. Any unused release days from the total of four (4) days shall not be cumulative from year to year.
- c. No more than two (2) members of the union may use the above release days on the same day.

5. POSTING OF NOTICES

The Board agrees to designate a section or portion of a bulletin board in each building which may be used by the Union for the posting of official notices.

ARTICLE 2 - GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a complaint about an act or condition, which affects the welfare, or working conditions of employees covered by the terms of this Agreement, or a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

B. PROCEDURE

Grievances shall be presented and adjusted according to the following procedure:

Step 1.

In the event the matter is not resolved informally, a written grievance may be filed with the Director of Transportation within five (5) workdays¹ following the occurrence, which is the basis of the grievance.

- a. Within five (5) workdays after receipt of the written grievance, the Director shall communicate his/her decision, in writing, together with the supporting reasons to the aggrieved party.

Step 2

Within five (5) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he/she may appeal to the Director of Personnel. The appeal must be in writing and must include a statement of the grievance and the reply of the Director of Transportation.

- a. Within five (5) workdays after receipt of the appeal, the Director of Personnel shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party.

¹ "Workdays" as used herein shall exclude weekend days and holidays.

Step 3.

Within ten (10) workdays after receiving a reply from the Director of Personnel, if the employee or the Union still feels aggrieved, he/she may appeal to the Board of Education. The appeal must be in writing and must include a statement of the grievance and the Director of Personnel's reply.

- a. Within thirty (30) workdays after receiving an appeal, the Board of Education shall hold a hearing or meeting concerning the grievance, which the Union may attend, if they choose. Within ten (10) days from the date of the hearing or meeting, the Board shall communicate its decision, in writing, together with the supporting reasons, to the Union and the aggrieved party.

Step 4.

If the Board of Education and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within twenty-(20) work days after the decision of the Board of Education. The grievance shall be considered submitted to arbitration when written notice is submitted to the District by the Union informing the Board of Education of the Union's intent to arbitrate the grievance.

AFSCME Council 25 Arbitration Department shall send a list of Ad-Hoc arbitrators to the District to see if the parties can mutually accept an Arbitrator.

If the parties are unable to agree, the case will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

If not submitted, the grievance shall be abandoned.

AUTHORITY OF THE ARBITRATOR

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement. The decision of the Arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding.

The costs of arbitration shall be equally borne by both parties, however, each party shall bear its own expense.

C. GENERAL

All written complaints must be specific. They shall contain a concise statement of the facts upon which the grievance is based, a specific reference to the Articles and sections of the Agreement, where applicable, which have allegedly been misinterpreted or violated; the specific nature of the relief requested; and shall be signed by the employee or employees involved.

Any employee may present a grievance for adjustment without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

If a grievance arises of a general nature, the Union may present such grievance directly to the appropriate step.

The time limits specified in this procedure may be extended by mutual written agreement.

Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

D. DISCHARGE - SUSPENSION GRIEVANCE

In the event an employee is discharged or suspended, the employee or the Union may, within five (5) days from the date of discharge or suspension, file a written grievance with the Director of Personnel, who shall schedule a meeting with the Union and the grievant. The Director of Personnel shall communicate his/her decision in writing, together with the supporting reasons, to the Union and aggrieved party within five (5) work days after the meeting with the Union and the grievant.. If the employee or the Union still feels aggrieved, he/she may appeal to the Board of Education within five (5) days after receiving a reply from the Director of Personnel. Within ten (10) days after receiving an appeal, the Board of Education shall communicate its decision in writing, together with the supporting reasons, to the Union and aggrieved party. If the Union still feels aggrieved, the Union may file for arbitration in accordance with Step 4 of the Grievance Procedure.

ARTICLE 3 - SENIORITY

DEFINITION

Seniority" is an employee's position relative to all other employees in the same job classification determined by his/her continuous length of service to the School District in their respective divisions.

A. PROBATIONARY EMPLOYEES

New employees hired in the unit shall be considered probationary employees for 90 work days of their regular employment and shall be treated as regular employees for salary purposes only. Probationary employees shall not be entitled to seniority status. When an employee completes the probationary period, he/she shall be

entered on the seniority list of the job classification, and if he/she has been continuously employed by the Board, he/she shall rank for seniority from the first day of the last date of hire. Probationary employees may be discharged any time during their probationary period without recourse, at will, at the sole discretion of the Board.

B. SENIORITY LIST

The seniority list will be furnished to the Union upon request and will list all employees by classification, name and seniority rank. Sufficient copies will be furnished to permit posting in all schools and shop areas.

C. LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- 1 He/she quits.
- 2 He/she is discharged and the discharge is not reversed.
- 3 He/she is absent for five (5) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence.
- 4 He/she does not return from sick leave or a leave of absence, without notifying the Board or giving satisfactory reasons to the Board for such absence.
- 5 He/she gives a false reason for a leave of absence or engages in other employment during such leave or falsifies his/her employment application.
- 6 He/she retires.

ARTICLE 4 - LAYOFF

A. DEFINITION

The word "layoff" means a reduction in the work force covered by the terms of this Agreement due to a decrease of work and/or due to economic factors or measures affecting the School District.

B. ORDER OF REDUCTION

In the event of a layoff, the work force shall be reduced in the following order: first, temporary employees performing bargaining unit work; next, probationary employees in the classification or classifications affected by the layoff; then, seniority employees in reverse order as their names appear on the seniority list within the respective classification or classifications affected by the layoff. In the event of a layoff, student helpers, cooperative education students, and any other student aids or non-regularly employed temporary or substitute personnel will not be used to supplant bargaining unit members. This layoff procedure shall not apply to normal break periods when school is not in session and when certain employees are not scheduled to work during such periods and shall be subject to the following:

An employee who has been laid off from his/her classification within the Food Service Employees Group Classification shall be eligible to displace the lowest seniority employee in the same, or the next lower classification (based upon comparative wage rates for each classification, but excluding shift premium, longevity pay and supplemental pay) who works the same or most similar number of

hours as the employee within the Food Service Employees Group Classification which the employee is qualified to perform. An employee who has been displaced by this procedure may exercise his/her seniority in the same manner until the required number of layoffs has been accomplished.

C. NOTIFICATION OF LAYOFF

Employees to be laid off for an indefinite period of time shall be given at least fourteen (14) days notice of layoff. A list of the employees being laid off shall be furnished to the Chapter Chairperson or his/her designated representative within the fourteen (14) day period. This notification shall not be required for employees who are bumped or displaced as a result of a layoff. In the event of a layoff, Union and Board representatives shall meet prior to the notification date of the layoff for the purpose of discussing alternatives regarding the positions of employees who are on medical leaves of absence.

ARTICLE 5 - RECALL

- A. When the working force is increased after a layoff, employees will be recalled to a vacancy in the division from which he/she was laid off according to seniority and the employee's qualification to perform the work. The District also agrees to recall a qualified employee to a position that is reasonably known to be vacant for sixty (60) calendar days due to an employee's illness or disability. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have voluntarily resigned his/her employment with the School District.
- B. Employees who have been laid off shall not accrue seniority during the period of the layoff.
- C. Employees who have been laid off shall be eligible for recall for a period of two (2) years or a period equal in length to their accumulated seniority with the School District, whichever period is greater. Upon the expiration of the applicable time period, the laid-off employee shall not be subject to recall by the School District.

Employees who have been laid off and are eligible for recall shall be notified in writing by first class mail of vacancies for which written notice has been provided to the Union in accordance with the Agreement.

ARTICLE 6 – DISCIPLINE

An employee, and his/her Union representative, shall receive a copy of all written reprimands, warnings or complaints made against him/her, which are placed in his/her personnel file. The District shall investigate a complaint made against an employee, and give the employee the opportunity to respond in writing, before placing a complaint in the employee's personnel file. Upon the written request of the employee, said written warning, reprimand or complaint shall be removed from the employee's personnel file after three (3) years from the date thereof, subject to the following conditions:

1. In order to file a written request for the removal of reprimands, warnings or complaints from his/her personnel file, an employee must not have received a written reprimand, warning or complaint within the above three-year period.
2. Notwithstanding the above, reprimands, warnings or complaints against an employee involving the safety, medical and welfare of the employee, other employees and students shall not be eligible for removal from an employee's personnel file.

ARTICLE 7 - LEAVES OF ABSENCE

A. LEAVE OF ABSENCE

A leave of absence may be granted to any employee by the Board for reasons stated herein, subject to the following provisions:

1. Reasons

A leave of absence may be granted to an employee in accordance with the provisions of this Article for the reasons stated herein and for the following length of time:

- a. For medical leave of absence for extended personal illness or medical disability for up to one (1) year.
- b. For family medical care for up to one (1) year.
- c. For personal business such as a promotional employment opportunity in public education, education, being elected or appointed to Union Office or position for up to one year.
- d. For active military service for up to the period of the active military service.
- e. For workers compensation disability for up to the period of the disability.

2. Application

Employees who have been ill or disabled and have exhausted their sick days shall apply for a medical leave of absence within thirty (30) days. A physician's statement shall be submitted with the application for medical

leave of absence indicating the nature of the illness and the medical reasons for the leave of absence. Requests for all other types of leave of absence shall be made in writing to the Board of Education. The Board shall consider an application for a leave of absence at its first Regular Meeting following submission of the application, provided it is submitted at least seven (7) days prior to a Regular Meeting.

Notwithstanding anything to the contrary, it is understood and agreed that for purposes of the Family Medical Leave Act (FMLA), employee paid sick/personal leave days must be used where applicable, and such paid leave days shall be counted and included in calculating the employee's entitlement for employer-paid medical insurance benefits. The period of entitlement to FMLA benefits shall be based on a rolling 12-month period.

3. Pay and Medical and Optical Benefits

All leaves of absence granted in accordance with this Article shall be without pay. Medical and optical benefits shall be granted to the extent provided under the Family Medical Leave Act (FMLA).

- a. An employee on a leave of absence for personal illness or medical disability shall continue to receive medical and optical insurance coverage as provided under the law (FMLA). An employee on this type of leave shall have the option of continuing medical and optical insurance at group rates for up to one (1) year thereafter, subject to approval of the terms insurance companies. If coverage is extended during a medical leave of absence, the employee shall pay the full amount of the premium(s) for such coverage as they become due.
- b. An employee on a leave of absence for family medical care shall continue to receive medical and optical insurance coverage in accordance with applicable law (FMLA). An employee on this type of leave of absence shall have the option of continuing medical and optical insurance at group rates for up to one (1) year thereafter, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premium(s) for such coverage as they become due.
- c. An employee on a personal business leave of absence shall continue to receive medical and optical insurance coverage until the end of the month in which the leave becomes effective. An employee on this type of leave of absence shall have the option of continuing medical and optical insurance at group rates for up to one (1) year, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.

- d. An employee on a leave of absence for being elected to union office shall have the option of continuing medical and optical insurance for up to one (1) year at group rates, subject to the approval of the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
- e. An employee on a leave of absence for workers compensation related disability shall continue to receive medical and optical insurance coverage on the same basis as if he/she were working for up to 180 calendar days over a period of one-year. The employee has the option of using fractional sick leave days to supplement Workers Compensation payments received to the extent necessary to generate the employee's normal rate of pay. The employee shall also have the option of continuing medical and optical insurance for up to one (1) year at group rates, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
- f. An employee on a leave of absence for military service shall be paid medical and optical benefits in accordance with governing federal law.

4. **Seniority**

During a leave of absence for family medical care, or personal illness or medical disability, or personal business, or union office, an employee shall not accrue seniority but shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

5. **Return to Work from Leave of Absence**

An employee returning to work after a leave of absence shall notify the Board of the employee's intent to return at least thirty (30) days prior to the expiration date of the leave of absence.

An employee returning to work from a leave of absence for personal illness or medical disability shall submit a physician's statement indicating the employee's ability to return to work and perform employee's regular work duties.

Any employee who fails to request an extension of the leave of absence or fails to return to work, or fails to provide the required physician's statement, shall be deemed to have resigned and the employee's employment with the school district shall be terminated.

The employee's right to return to work shall be subject to the following:

a. **Leave of Absence for Personal Illness or Medical Disability**

An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal illness or medical disability and who has provided notice of intent to return, shall be entitled to return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

b. **Leave of Absence for Family Medical Care**

An employee who returns to work within 180 days from the commencement date of a leave of absence for family medical care shall be entitled to return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

c. **Leave of Absence for Personal Business or Being Appointed or Elected to a Union Office**

An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal business or for being appointed or elected to a union office shall return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

d. **Leave of Absence for Worker's Compensation Disability**

An employee who returns to work within one (1) year from the commencement date of a leave of absence from a workers compensation related disability shall be entitled to return to the employee's original position. Thereafter, the employee shall return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

e. **Leave of Absence for Military Service**

An employee who returns to work for military service shall be governed by "return to work" provisions of the federal law.

It is understood that the employee shall be paid at the appropriate rate of pay existing in the classification in which he/she is placed.

6. **Vacant Positions**

During the time an employee is on a leave of absence in accordance with this provision, the employee's position may be filled by hiring a person to fill the vacant position during the leave of absence, or by a temporary substitute, or by a reassignment of another employee, at the option of the Board. If an employee fails to provide the notice set forth in Paragraph 5 above or fails to return from a

leave of absence, the position shall be treated as a vacancy and filled in accordance with the Collective Bargaining Agreement.

7. **Extension of a Leave of Absence**

An employee on a leave of absence for personal illness or medical disability, or family medical care, may apply for not more than one extension of the leave of absence for a period not to exceed one (1) year. Upon expiration of the extension, the employee shall return to work and no further extensions shall be granted. Written application for the extension shall be submitted to the Board at least thirty (30) days prior to the expiration date of the leave of absence. An employee who returns to work at the expiration of the extension of a leave of absence for personal illness or medical disability or family medical care shall exercise bumping rights into the classification for which the employee is qualified and has seniority upon the expiration of the extension period. In the event an employee does not accept an assignment into a classification when offered by the Board at the completion of the extension period as herein provided, the employee shall be deemed to have resigned and to have terminated employment with the School District.

8. **General**

In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave (unless on a leave of absence for this purpose), the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

Employee's eligibility for a medical leave of absence or a temporary leave of absence shall be based on a minimum of one (1) year of continuous full-time or permanent part-time employment with the School District.

B. JURY OR WITNESS DUTY

In the event an employee is called to serve on jury duty during the employee's work year, the employee shall cooperate with the school administration in an effort to be excused or released from jury duty, or, in the case of 10 ½ month employees, to be reassigned to jury duty during the summer months. If the employee is unable to be excused or released from jury duty, the employee shall be paid the difference between jury duty pay and the employee's daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse his/her jury duty pay check to the School District and shall receive his/her regular pay. Employees shall also be paid the difference between witness fees and the employee's daily rate for each work day the employee is subpoenaed to testify in court in connection with the employee's job.

C. PERSONAL LEAVE

Food Service employees may receive unpaid leave for a period not to exceed two (2) weeks upon approval of the employee's immediate supervisor.

ARTICLE 8 - WORKER'S COMPENSATION

All employees who are injured in the performance of their duties for the Board shall be compensated as provided by the Michigan Worker's Compensation Act. The Board agrees to pay the difference between the amount an employee receives under the Michigan Worker's Compensation Act and his/her regular salary, not to exceed the number of the employee's accumulated leave days. An employee's leave day accumulation shall be charged for the amount of time necessary to make up the above difference on a pro rata basis.

An employee returning to work from a worker's compensation disability leave shall submit a physician's statement indicating the employee's ability to return to work and perform employee's regular work duties.

ARTICLE 9 – DEATH BENEFIT AND RESIGNATION

A: DEATH BENEFIT

In all cases where an employee's service to the District is terminated by death, his or her heirs or personal representative shall be paid a sum of money to be determined in accordance with sick leave payout.

B. RESIGNATION

1. Any employee resigning his/her employment must give two (2) weeks notice in writing to his/her immediate supervisor and to the Board of Education. When possible more notice will be given.
2. Any employee resigning his/her employment with the School District shall be entitled to vacation pay for all accrued vacation days.
3. Any employee who voluntarily resigns his/her employment shall be considered a new employee, if rehired.

ARTICLE 10 – CLASSIFICATION AND RECLASSIFICATION

In the event the School District creates a new classification, or permanently, substantially and materially changes, alters or revises an existing job description, the parties shall meet to determine whether the new classification or revised classification should be included or excluded from the bargaining unit. If the parties cannot agree, then the question may be submitted to the employment relations commission for determination.

If the new classification or revised classification is determined to be in the bargaining unit, the Personnel Director shall assign the classification to a pay rate. Notice shall be given to the Union. In the absence of any objection from the Union, within ten (10) working days of such notice, the classification and the rate of pay shall be submitted to

the Board for approval. In the event of an objection, the parties shall meet and negotiate for a suitable pay rate for the classification. The new or revised classification may be implemented and filled pending resolution of the above matters at the pay rate proposed by the District. Should a higher rate be negotiated, such higher rate shall be paid retroactively to the date the position was filled. Establishment of a suitable wage rate shall not be subject to arbitration.

JOB DESCRIPTIONS

The District will provide the Union with a copy of all job descriptions. If the District makes any change in the job descriptions, it will give the Union advance notice thereof, and an opportunity to discuss the change prior to implementation.

ARTICLE 11 - VACANCIES AND TRANSFERS

A. VACANCIES

1. Definition

Vacancies shall be defined to include new positions, promotional positions and vacant positions within the bargaining unit which have not been terminated or eliminated by the Board. Vacancies shall further be defined to exclude lateral transfers of existing employees within the same classification and the same job level and shall also exclude the reassignment of existing employees to entry level openings.

2. Posting of Vacancies

The Board shall give written notice to the Chapter Chairperson of vacancies as defined above. Sufficient copies of the notice shall be provided for posting in each building within the School District. The notice shall include any requirements for applicants and shall be at least seven (7) work days prior to the filling of the vacancy. The Chapter Chairperson shall sign a receipt that he/she has received the above notices for posting. Employees shall apply for the vacancy within the said seven (7) day period. Except in extenuating circumstances, the Director of Personnel or his designee shall notify the Chapter Chairperson within twenty one (21) days from the date a vacancy is posted as to the disposition of the posted vacancy. Inquiries regarding the location of a posted vacancy may be made by the Director of Food Service. Except in extenuating circumstances, the successful candidate shall be placed in the vacancy within forty-five (45) days after the original posting date.

3. Filling of Vacancies

In filling vacancies as defined above, the Board shall first consider seniority, qualifications and records of the employees presently employed by the district. In the event a second, third or fourth vacancy is created upon the filling of the posted vacancy; the above posting procedure shall apply. Additional vacancies created by the filling of the fourth vacancy may be filled by the transfer of existing employees or by new hires. If a vacancy is filled which is considered a

promotion, the employee granted the promotions have sixty (60) consecutive calendar days trial period to determine:

- a. His/her desire to remain on the job.
- b. His/her ability to perform the job.

During the trial period the employee shall receive the rate of pay for the job he/she is performing. The employee shall have the right to revert to his/her former classification if he/she so desires during the trial period. The Board shall have the right to revert the employee to his/her former classification in the event the employee is unsatisfactory. In such event the Board shall submit a written statement of dissatisfaction with the employee upon request.

4. Non-Bargaining Unit Promotion

In the event an employee covered by the terms of this Agreement is promoted to a non bargaining unit position and remains in that position for more than sixty (60) consecutive days, he/she shall lost his/her seniority accrued as a member of the bargaining unit.

B. TRANSFERS

1. Requested Transfers – General

An employee desiring a job transfer shall submit a request in writing stating the reason for desiring a change (other than for more hours) by December 31 and June 1 of each year. Employees may submit a written request for notification of the opportunity for lateral transfers for the subsequent fiscal year. A lateral transfer request for a specific work area in a specific building shall not be submitted. However, an employee may request a lateral transfer to a particular building. If an opening occurs during the school year for which a request for lateral transfer has been made, then the Personnel Director shall notify the employee of such opening. The employee shall, within one (1) day accept or reject the transfer. If the employee rejects the transfer, his/her request for notification of openings in other positions shall not be valid. Transfers shall be granted first before filling the positions. Transfers shall be made on the basis of seniority and classification. An employee receiving a job transfer shall remain on the job for a period of at least one (1) school year.

2. Requested Transfers – More Hours

An employee desiring a job transfer for more hours shall submit a request in writing by December 31 and June 1 of each year. A lateral transfer request for a specific work area in a specific building shall not be submitted. However, an employee may request a lateral transfer for more hours to one or more particular buildings. Transfers shall be made on the basis of seniority within the employee's classification as follows: a more senior employee may bump a less senior employee in the same classification who is working at least one-half hour a day more than the senior employee. Such transfers shall occur during the first two weeks of each semester. An employee requesting such transfer shall be

notified of the opportunity(ies) to be transferred, and shall within one (1) day accept or reject the transfer(s). An employee displaced by such transferring employee shall assume the job vacated by the more senior employee, or, at the employee's option, shall bump a less senior employee in the same classification working more hours; if the latter occurs, the less senior employee shall assume the job vacated by the more senior employee, or, at the employee's option, shall bump less senior employee in the same classification working more hours, and so on. In the event that more than one employee requests a transfer for more hours, the transfers shall occur in order of seniority.

3. Un-requested Transfers

Prior to an employee being transferred within the School District, the employee, upon written request, shall have a personal conference with the Director of Personnel at which a Union Representative and/or International or Council Representative shall be present. Following the conference, the employee shall, upon written request, receive written reason for the transfer. Transfers shall only be made in order to meet the needs of the School District and/or promote efficiency. Transfers shall not be made for disciplinary reasons.

4. Temporary Transfers

The Board and the Union recognize the necessity to make temporary transfers to promote efficiency or to meet emergencies and agree that a transfer of this type shall last only as long as the emergency exists or until the vacancy has been permanently filled, subject to the following provisions:

- a. Temporary transfers to a vacancy caused by illness or disability of an employee shall not exceed one hundred eighty (180) days.
- b. All other temporary transfers shall not exceed sixty (60) days.

This provision does not obligate the Board to fill vacancies and any such vacant position may be terminated or eliminated by the Board upon notification to the Union at the expiration of temporary transfer.

ARTICLE 12 - TEMPORARY VACANCIES

When a position becomes temporarily vacant due to an employee absence for three (3) or more days or the District knows that a position will be vacant for the three (3) or more days and the District has sufficient notice of the absence (more than twenty-four (24) hours before the start of the employee's starting time), the District shall follow the following procedure to fill the temporary vacancy. First, the District shall call the first qualified employee on the applicable temporary vacancy rotational list to fill the position. If the first employee on the list is not available, the District shall call the second employee on the list. If the second employee on the list is not available, the District shall call the third employee on the list. If the third employee on the list is not available, then the District shall fill the temporary vacancy with a substitute employee. A temporary vacancy that results from an employee being called from the temporary

vacancy rotational list to fill in for another position shall be filled by a substitute employee. The District shall not be required to fill more than three temporary vacancies in this manner on any one day. In no event shall the District be required to make more than three phone calls per classification per day in implementing this section. An employee (other than a substitute) who fills a temporary vacancy in accordance with the procedure above shall remain in that position for the duration of the vacancy, unless the vacancy goes on for a period of one month (i.e., twenty (20) working days). In this event, the opportunity to fill the vacancy shall be offered to the most senior eligible employee.

It is understood that an employee will be called in under this provision only to a higher-paying classification, or to the same classification only if the increase in time is one or more hours in a day. This provision shall not apply to the elementary server position, as those positions will continue to be filled by substitute employees.

Employees shall sign up on the temporary vacancy rotational lists at the beginning of each year. The lists shall be maintained by the Union, and shall be rotated first on the basis of seniority and thereafter on the basis of hours (in case of a tie, seniority shall prevail). If an employee on a temporary vacancy list is called and refuses the temporary vacancy opportunity three times in a school year, except in extenuating circumstances, the employee's name shall be removed from all temporary rotational lists. The director and Union shall agree in advance as to which employees are qualified to fill which temporary vacancy positions; if they cannot agree, the Director of Personnel shall make the determination. If the District or Union makes mistakes in calling employees or maintaining the temporary vacancy rotational lists, the mistake shall be rectified through future opportunities to fill in for temporarily absent employees; in no event shall the District pay an employee for such a mistake.

Because this provision reflects a new concept that may or may not meet the needs of the Food Service Department, if there are problems in implementing the provisions in this section, the dispute shall be resolved through a meeting of representatives of the District and Union. If the dispute is not resolved through such meetings, the parties may resort to the grievance procedure.

Sign up sheets for the following temporary positions will be available at the "Back to School" meeting:

- Temporary Vacancies Helper
- Temporary Vacancies Cook/Baker
- Temporary Vacancies Truck/Driver
- Banquets
- Extra Hours

ARTICLE 13 - HOURS OF WORK AND OVERTIME

A. REGULAR HOURS

The regular hours, which an employee works, shall be determined by the employee's immediate supervisor.

If the District intends to make a long-term change (more than two weeks) in the regular-scheduled working hours of any position of one-half hour or more, it will notify the Union and provide an opportunity to discuss the change.

B. EXTRA HOURS

During the school year there are several occasions aside from banquets in which additional employees are needed to complete a task (examples are box lunches, special menus, etc.). These tasks may be varied in nature, may involve split shifts, may involve working at another site, be assigned at short notice, and may differ in skill levels. Assignments will be rotated from this list. Every reasonable effort will be made to give as much advanced notice as possible when these tasks are available. There may be times when you are unable to work, but we will try to match your schedules with assignments if possible while trying to be fair in consideration to all those who wish to work. A list will be sent out to each school to confirm those who signed up. Extra-hours assignments shall be given to those employees who signed up for the same on a seniority/rotational basis (i.e., first on the basis of seniority, then by low hours; in case of a tie, seniority shall prevail). The Union shall maintain the seniority/rotational list. Employees who sign up for the extra hours assignment must work the assignment if called, unless there are extenuating circumstances.

C. OVERTIME HOURS

Any hours worked after forty (40) hours in one (1) week shall be compensated for at the rate of one and one-half (1-½) times the regular hourly rate.

D. CALL-IN PAY

Employees who are called in to work before or after their regular shift shall receive a maximum of two (2) hours pay for two (2) hours or less work, subject to the following:

1. Call-in pay shall not apply to the extension of the of the employee's normal shift, nor shall it apply when an employee is required to report to work two (2) or less hours prior to the beginning of a shift (in which case the employee shall be paid for the actual time worked, and call-in pay is not applicable); and
2. Employees may be assigned work for the entire two (2) hour call-in period. If the employee is not assigned to work the entire two (2) hours, the employee may leave work upon the completion of the call-in assignment and shall receive the two (2) hours call-in pay.

E. BANQUETS

The Union shall maintain and post the banquet hours list, and the District shall assign employees, other than the Head Cook and Head Baker, to work at banquets in accordance with the District's needs. Food Service employees shall be paid one and one-half (1½) times their regular hourly rate for banquets and Board dinner occurring outside of the regular working day. Banquets scheduled to be longer than five (5) hours shall be divided into two (2) shifts. Employees shall have the option to work both shifts. Rotation on the banquet list excludes the Vocational Education leader due to the Vocational Educational Department overtime. If circumstances exist where all food service employees refuse or are working, the Vocational Education leader shall be asked to fill in on the rotation list before substitute employees are used.

Employees hired after ratification of the 1997-2000 agreement may be required to work at banquets or the Board dinner if a sufficient number of bargaining unit members refuses such work. In addition, if a sufficient number of bargaining unit members refuses to work at a banquet or Board dinner, the District may employ or contract with outside personnel.

F. SUBSTITUTE EMPLOYMENT

Interested employees of the Food Service Division may apply for vacant positions on the Maintenance Division's substitute employee list, to be considered along with other applicants for such vacant positions as long as the employee is available to work without interfering with his/her usual duties and as long as such work can be performed without having to be "combined" with the employee's regular hours for overtime calculation purposes under the Fair Labor Standards Act. Assignment of a Food Service employee to substitute duties will be at the same rate of pay, terms and conditions of employment as are applicable to other substitute employees on the list.

G. INCLEMENT WEATHER

In the event school is closed by the Superintendent or his/her designee due to inclement weather or other emergency causes and employees shall be scheduled to work on make-up days and shall receive their normal pay for such days.

ARTICLE 14 – INSURANCES

Effective July 1, 2011 all Food Service employees who qualify for health benefits shall be eligible to receive the following benefits as follows: employees working less than full-time (i.e., less than 40 hours per week) shall pay their pro-rata share of health care benefits plus an additional ten percent (10%) of the remaining monthly cost, except that employees shall only pay ten percent (10%) of the life insurance cost.

Effective July 1, 2012 all Food Services employees who qualify for medical, prescription, optical and life insurance as follows: employees working less than full-time (i.e., less than 40 hours per week) shall pay their pro-rata share of medical and prescription benefits plus an additional twenty percent (20%) of the remaining monthly

cost; employees working less than full-time (i.e., less than 40 hours per week) shall pay their pro-rata share of optical benefits plus an additional ten percent (10%) of the remaining monthly cost.

A. MEDICAL INSURANCE

The Board shall contribute to the cost of medical insurance premiums for Food Service employees who are not eligible to be covered by another employer paid medical insurance plan. Employees shall certify this fact in writing upon request; failure to do so shall mean the employee is not eligible for such coverage.

Effective July 1, 2012 Medical and prescription insurance shall be provided for all Employees who qualify and their spouse and dependents. The Board shall provide Blue Care Network, BCN Deductible Plan 10 with a prescription co-pay of \$15 generic and 40% brand name drugs with minimum \$40 to a maximum \$100 out of pocket cost to the Employee, and employees taking such coverage shall pay twenty percent (20%) of the applicable monthly premium cost on a pre-tax basis via payroll deduction.. Benefit levels and employee contributions for this plan are outlined in Appendix B.

Employees hired after March 23, 2009 shall receive medical, prescription and optical benefits for the employee only (single coverage), and employees taking such coverage shall pay twenty percent (20%) of the applicable monthly premium cost on a pre-tax basis via payroll deduction.. The employee shall have the option of purchasing medical and optical insurance at group rates, subject to the approval of the appropriate insurance companies, for the employee's spouse and dependents.

In addition, an employee eligible for such medical insurance coverage shall have the option to "buy up" to the following Blue Cross plans:

1. Blue Care Network, BCN HMO 10 Plan with a prescription co-pay of \$15 generic and 40% brand name drugs with minimum \$40 to a maximum \$100 out of pocket cost to the Employee, and employees taking such coverage shall pay twenty percent (20%) of the applicable monthly premium cost on a pre-tax basis via payroll deduction.. Employees shall pay the difference in monthly premium costs between this Plan and the BCN Deductible Plan 10 pre-taxed via payroll deduction. Benefit levels and employee contributions for this plan are outlined in Appendix B.
2. Blue Cross/Blue Shield Community Blue PPO Plan with a prescription drug co-pay of \$15 generic, \$30 preferred brand name drugs and \$60 non-preferred brand name drugs. Employees shall pay twenty percent (20%) of the Blue Cross/Blue Shield PPO plan applicable monthly premiums. Plans are outlined in Appendix B.

Regular part-time employees, who perform bargaining unit work on a regular and consistent basis, but less than 40 hours per week, shall receive pro rata the insurance benefits set forth in this agreement. Regular part-time employees shall

not receive the cash equivalent of fringe benefits, which they do not elect to receive.

B. OPTICAL INSURANCE

The Board agrees to provide a group optical insurance for employees covered by the terms of this Agreement and their dependents, subject to the terms of the optical insurance agreement, and employees taking such coverage shall pay ten percent (10%) of the applicable monthly premium cost on a pre-tax basis via payroll deduction. The optical carrier shall be Cooperative Services, Inc., Optical Program, Co-Op Optical Group IV Plan or another carrier with equal benefit levels. Any change in carriers will be discussed with the Union in advance of the change. All available Optical plans are outlined in Appendix B.

C. LIFE INSURANCE

The Board agrees to provide a group life insurance policy in the face amount of \$15,000.00 per employee covered by the terms of this Agreement, subject to the terms of the policy, and employees taking such coverage shall pay ten percent (10%) of the monthly premium cost on a pre-tax basis via payroll deduction.

D. DENTAL INSURANCE

Employees shall be permitted to purchase Dental insurance coverage consistent with the Transportation Group if permitted by the insurance carrier. Dental plans are outlined in Appendix B.

ARTICLE 15 - LEAVE DAYS

A. SICK LEAVE DAYS

Each employee shall be entitled to six (6) sick leave days per year. Unused sick leave days may accumulate from year to year to a maximum of forty-eight (48); thereafter, accumulated sick leave days must be redeemed. At the end of each school year unused sick leave days may be redeemed at the rate of \$25.00 per unused sick leave day. Employees will provide as much advance notice to the employee's supervisor as possible for use of a sick leave day in order that appropriate arrangements can be made for a substitute.

B. PERSONAL BUSINESS LEAVE DAY

Each employee shall be entitled to one (1) personal business day per year, for reasons of personal business. Personal Business leave days shall not accumulate from year to year.

C. BEREAVEMENT DAYS

An employee shall also be eligible to receive three (3) days, and up to five (5) days when the funeral is over 250 miles away, to attend the funeral in the employee's or spouse's immediate family, defined as step parents, daughter-in-law, son-in-law, half brother, half sister, children, mother, father, brother, sister, grandmother and grandfather, grandchildren or other relative residing with the employee subject to the approval of the Director of Personnel. Bereavement Days shall not be charged to the employee's sick leave day allowance.

ARTICLE 16 - HOLIDAYS

Food service employees who are covered by the terms of this Agreement, who have worked the full, regularly scheduled, straight-time workday immediately preceding and immediately subsequent to the following holidays, and who would otherwise have been scheduled to work on said day if it had not been observed as a holiday, shall be paid at their regular hourly rate for Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, and 4th of July, based upon their normally scheduled number of hours for a regular work day.

The Monday following Easter Sunday shall be granted as a paid holiday, provided school is not in session on that day. In the event school is in session on that day, the holiday shall be scheduled to another day, which does not conflict with the school schedule.

If an employee is required to work on any of the above holidays he/she will receive his/her holiday pay, plus double time for all hours worked.

ARTICLE 17 - VACATION

Employee(s) who work twelve (12) months during the year, more than fifty (50) hours each month, and more than twenty-five (25) hours a week, shall be paid five (5) days vacation pay. An Employee who works twelve (12) months during the year, more than fifty (50) hours each month, and more than twenty-five (25) hours a week, for more than five (5) consecutive years, shall be paid ten (10) days vacation pay. The amount of an employee's vacation pay shall be determined by his/her supervisor from his/her established daily pay. In determining vacation pay, overtime shall not be considered as part of the established daily pay. Absent the District's agreement, employees eligible for vacation benefits shall not take any vacation, but during the term of this Agreement shall be paid in lieu of any vacation the sum of money due.

ARTICLE 18- LONGEVITY

Food service employees shall be paid longevity in accordance with the following table:

5-10 years of service	\$.25 per hour
10-15 years of service	\$.31 per hour
15 or more years of service	\$.35 per hour

The above amounts shall not be cumulative.

ARTICLE 19 - UNIFORM ALLOWANCE

Each employee covered by the terms of this Agreement shall receive \$150.00 annually

from the Board as a Uniform Allowance, and the Truck Driver shall receive an additional \$60.00 annually from the Board as a Uniform Allowance. (Tuxedo shirts shall be reimbursed separately). In the event an employee does not complete the full school year, the employee shall refund to the Board a pro rata portion of the Uniform Allowance, determined on a monthly basis, which the Board may deduct from the employee's final pay.

Employees covered by the terms of this Agreement shall be paid their uniform allowance as provided herein in advance on or before September 15th. Employees assigned to work during the summer months when school is not in session shall receive an additional \$20.00 annually as a uniform allowance in June of each year (beginning in June of 1990) for uniforms and/or shoes.

ARTICLE 20- REIMBURSEMENT FOR LICENSES AND ROUTINE MEDICAL TESTS

Upon presentation of a paid receipt, the Board shall reimburse employees for the cost of all licenses, certifications, schooling, and all routine medical tests, except tuberculosis tests, that are required for commercial driver's licenses, and other similar licenses required for continued employment by the School District. The District shall not be required to pay for more than two (2) tests for a CDL license for the same period of time, in case an employee fails the necessary tests. Physicals obtained at the District's clinic shall be at the District's expense. The District shall reimburse an employee for the cost of a physical by physicians other than those provided by the clinic up to a maximum of the charges made by the clinic for such physical examination. If an employee severs employment with the District prior to the expiration of any license for which the District has reimbursed the employee, then the employee shall re-pay the District on a pro rata basis depending on how many months before the license expires. Payment required hereunder may be deducted from any final pay due the employee.

ARTICLE 21 - STATE RETIREMENT CONTRIBUTION

The Board agrees to pay the employees' state retirement contribution to the State School Employees' Fund.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

A. STUDENT WORKERS

The Board, in its sole discretion, may utilize and employ student employees for cafeteria work whenever it deems necessary, except student workers will not be used to supplant regular food service employees.

B. WORKING IN A HIGHER CLASSIFICATION

Any food service employee who works one (1) hour or more in a higher classification shall receive the rate of pay for the higher classification for the hours worked in such classification.

C. COPIES OF AGREEMENT

Copies of this Agreement shall be printed at the Board's expense and presented to all employees now, or hereafter employed by the Board. In addition, the Union shall receive ten (10) copies of the Agreement for their files.

The Food Service Department Master Agreement shall be separated from the Transportation Department by July 30, 2009. All members shall receive a signed copy of the Master Agreement on or before the first day of work in the 2009-10 school year.

D. IN-SERVICE

Upon approval of the Director of Food Service or their designee as appropriate, in-service may be scheduled for all employees or a group of employees for a designated purpose related to the duties and responsibilities of the involved employees. Employees who are approved for in-service during their regularly scheduled work day shall be released from regular duties without loss of pay. The fee for the cost of in-service approved by the School District shall be paid for by the School District. The decision of the administration to approve or disapprove a request for in-service shall be final and not subject to the grievance procedure. The August meeting for both transportation and food service shall be considered in-service training for pay purposes. The employee shall be paid his/her regular hourly rate while attending any and all required classes or in-services.

E. GENDER

All pronouns used herein shall be deemed to apply to both the feminine and masculine gender.

ARTICLE 23 – SEVERABILITY

In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provision shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

ARTICLE 24 – SUCCESSOR AND DURATION OF AGREEMENT

A. SUCCESSOR

To the extent permitted by law, this agreement shall be binding upon the Employer's successor, assignee, or transfer, whether such succession, assignment or transfer be effected voluntary or by the operation of law; and in the event the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

B. DURATION OF AGREEMENT

This agreement shall continue in effect for a period of three (3) years, commencing July 1, 2011, and ending June 30, 2014. If either party desires to renegotiate this

Agreement or to terminate or modify and portion thereof, a written notice shall be given to the other party at least sixty (60) days prior to the termination of this Agreement. Modification or amendment of any specific article or clause shall not affect the remainder of this Contract.

The parties agree to begin negotiations for a successor agreement no later than March 15, 2014.

ARTICLE 25 - SALARY SCHEDULES

SALARY SCHEDULE

2011-2014

0% Wage Increase

<u>CLASSIFICATION</u>	<u>PER HOUR RATE</u>	
	<u>First Year</u>	<u>After 1 Year</u>
Head Cooks	\$14.15	\$14.83
Head Bakers	\$13.82	\$14.41
Truck Drivers	\$12.55	\$13.11
Leaders	\$12.36	\$12.96
Helpers	\$11.57	\$12.06
Servers	\$ 8.42	\$ 8.80

The following position within the Helper classification shall receive the following wage premium in addition to the Helper rate:

High School Dishwashing Position - 30¢/ per hour

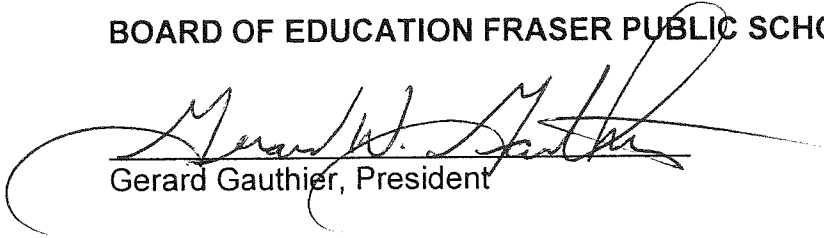
Employees are encouraged to use direct deposit to receive district pay.

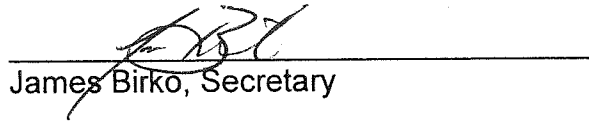
Beginning with the 2009-10 school year, the payroll period shall be changed from every two (2) week pay periods to twice per month on the 15th and the 30th or the last day of the month.

Effective July 1, 2012 steps will be frozen. Step re-opener for the 2013-14 school year.

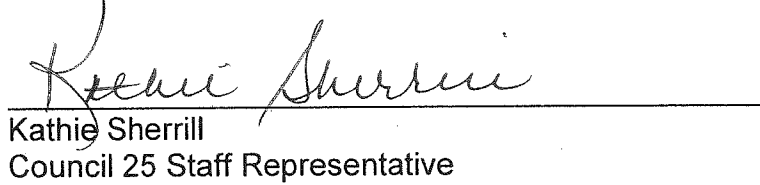
IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT

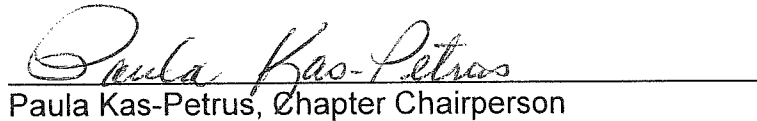

Gerard Gauthier, President


James Birko, Secretary

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
MICHIGAN COUNCIL #25 AND ITS AFFILIATE LOCAL #3846 SUB CHAPTER 14,
FOOD SERVICE, AFL-CIO


Kathie Sherrill
Council 25 Staff Representative


Steve Reid, Local President


Paula Kas-Petrus, Chapter Chairperson

APPENDIX A

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

AUTHORIZATION FOR DUES DEDUCTION

By: _____
Please Print Last Name First Name Middle Name

To: _____
Employer

Effective _____, I hereby request and authorize you to deduct from
Date
my earnings the current initiation fee being charged by AFSCME Local Union No. 3846,
and effective the same date to deduct from my earnings _____ a sufficient
Payroll Period
amount to provide for the regular payment of the current rate of monthly union dues, as
certified by the union. The amount deducted shall be paid to the treasurer of Local
3846, of the American Federation of State, County and Municipal Employees, Michigan
Council #25, AFL-CIO. This authorization shall remain in effect unless terminated by
me by written notice to the union and employer within thirty (30) days immediately
preceding the termination date of the existing Union - Management Agreement, or
termination of my employment.

This space reserved for
Additional information
When required

Employee's Signature

Street Address

City and State

APPENDIX B

MEDICAL, DENTAL AND OPTICAL BENEFIT LEVELS

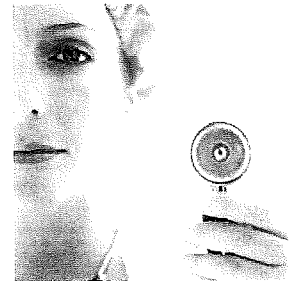
The following pages are intended to be a summary of Benefits. If there is a discrepancy between the summary of benefits and the applicable plan document, the plan document will control.

Medical Option #1—BCBSM CB PPO

	In-Network	Out-of-network
Office Visits (Including chiropractic visits—limited to 24 visits per Calendar year).	\$20 Copay	Covered 80% after Deductible
Urgent Care Facility	\$20 Copay	Covered 80% after Deductible
Emergency Room (Copay waived if admitted or for accidental injuries)	\$100 Copay	
Preventive Care	Covered 100%	Not Covered
Diagnostic Services	Covered 100% after Deductible	Covered 80% after Deductible
In-Patient Hospital	Covered 100% after Deductible	Covered 80% after Deductible
Your Deductible (Per Calendar Year)	\$250 per Individual \$500 per Family	\$500 per Individual \$1,000 per Family
Your Coinsurance for General Services (Per Calendar Year)	None	20%
Your Coinsurance Maximum for General Services (Per Calendar Year)	None	\$2,000 per Individual \$4,000 per Family

This is a Preferred Provider Organization (PPO) that utilizes the Blue Preferred PPO Network. You have the freedom to use doctors and hospitals both in and out of network. However, the highest level of coverage is received when using doctors and hospitals in the Blue Preferred PPO Network.

For a more detailed description of this plan, please refer to the appropriate benefit summary located in the Appendix. To locate a BCBSM PPO participating doctor or hospital, please visit www.bcbsm.com.



Prescription Drug Plan Option #1 -BCBSM

Community Blue PPO #1	
Pharmacy Prescription <i>(Up to a 30 Day Supply)</i>	
Generic Medications	\$15 Copay
Formulary Brand Name Medications	\$30 Copay
Non-Formulary Brand Name Medications	\$60 Copay
Contraceptives <i>(Medications, Devices, Injections)</i>	Covered at Applicable Copay
Mail-Order/Maintenance Prescriptions <i>(Up to a 90 Day Supply)</i>	
Generic Medications	\$30 Copay
Formulary Brand Name Medications	\$60 Copay
Non-Formulary Brand Name Medications	\$120 Copay
Contraceptives <i>(Medications, Devices, Injections)</i>	Covered at Applicable Copay

Mandatory Generic—The prescription plans are mandatory generic. If you fill a brand-name prescription when a generic is available and your doctor did not indicate “Dispense as Written” (DAW), you will be charged the difference in retail cost between the brand-name and the generic drug, in addition to your copay.

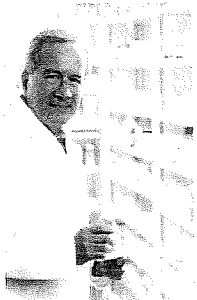
Preferred Therapy—Provision limits select high-cost, highly marketed brand name drugs by targeting first time users. Examples are cholesterol lowering drugs, nasal steroids, sleep aids, antidepressants and ADHD & ADD stimulants. For a list of the medications this provision applies to, please visit www.bcbsm.com

Mail-Order/Maintenance Prescriptions—Certain prescription drugs may be ordered through the mail using Medco. You may get up to a 90 day supply of a medication for only two copays. If you would like to utilize this service, please visit www.medcohealth.com.

90 Day Retail Program—Under the 90 Day Retail program you may also obtain a 90 day supply of maintenance prescriptions directly from participating pharmacies for only two copays. For a list of these participating pharmacies, please visit www.bcbsm.com.

Specialty Prescriptions—Specialty drugs are prescription medications that require special handling, administration, or monitoring. These drugs are used to treat complex, chronic and often costly conditions. To have a specialty drug prescription filled, you can visit your retail pharmacy; however, not all pharmacies will dispense specialty drugs. Or, you can have them delivered to your home by using Walgreens Specialty Pharmacy, BCBSM’s specialty drug vendor. You can reach them at 866-515-1355. (Effective February 1, 2010, Option Care officially changed their name to Walgreens Specialty Pharmacy). Other mail order prescriptions can continue to be sent to Medco.

To locate a BCBSM participating pharmacy and to view the BCBSM drug formulary guide, please visit www.bcbsm.com.



Medical Option #2—BCN #10 Core Plan

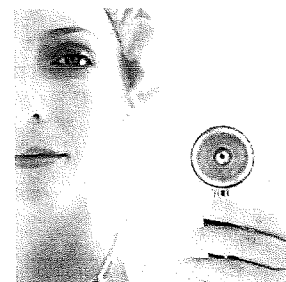
	In-Network Only
Office Visits (Including chiropractic visits)	\$30 Copay
Urgent Care Facility	\$50 Copay
Emergency Room (Copay waived if admitted)	\$100 Copay (after deductible)
Preventive Care	Covered 100%
Diagnostic Services	Covered 80% (after deductible)
In-Patient Hospital	Covered 80% (after deductible)
Your Deductible (Per Calendar Year)	\$1000 per Individual \$2000 per Family
Your Coinsurance (Per Calendar Year)	20%
Your Coinsurance Maximum for General Services (Per Calendar Year)	\$1500 per Individual \$3000 per Family

This is a Health Maintenance Organization (HMO). An HMO provides for benefits with very little if any out-of-pocket expenses. All participants of this plan must choose a Primary Care Physician (PCP). Your PCP will coordinate all of your health care needs.

For a more detailed description of the plan, please refer to the appropriate benefit summary located in the Appendix. To locate a BCN HMO participating doctor or hospital, please visit www.mibcn.com.



Blue Care Network



Medical Option #3—BCN #10 Buy-Up Plan

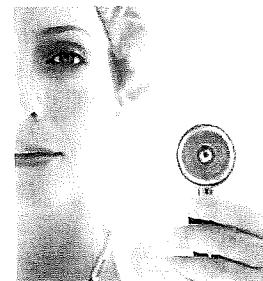
	In-Network Only
Office Visits (Including chiropractic visits)	\$20 Copay
Urgent Care Facility	\$50 Copay
Emergency Room (Copay waived if admitted)	\$100 Copay (after Deductible)
Preventive Care	Covered 100%
Diagnostic Services	Covered 100% (office visit copay may apply)
In-Patient Hospital	Covered 75% (25% Coinsurance—to max \$1000 Individual, \$2000 Family)
Your Deductible (Per Calendar Year)	None
Your Coinsurance (Per Calendar Year)	None
Your Coinsurance Maximum for General Services (Per Calendar Year)	\$0 for General Services; For Hospital: \$1000 per Individual \$2000 per Family

This is a Health Maintenance Organization (HMO). An HMO provides for benefits with very little if any out-of-pocket expenses. All participants of this plan must choose a Primary Care Physician (PCP). Your PCP will coordinate all of your health care needs.

For a more detailed description of the plan, please refer to the appropriate benefit summary located in the Appendix. To locate a BCN HMO participating doctor or hospital, please visit www.mibcn.com.



Blue Care Network



Prescription Drug Plan Option #2 & 3 -BCN #10

	BCN Core Plan	BCN Buy-Up Plan
	Pharmacy Prescription <i>(Up to a 30 Day Supply)</i>	
Generic Medications	\$15 Copay	\$15 Copay
Formulary Brand Name Medications	40% (\$40 Minimum, \$100 Maximum)	40% (\$40 Minimum, \$100 Maximum)
Contraceptives <i>(Medications, Devices, Injections)</i>	Covered at applicable Copay	
	Mail-Order/Maintenance Prescriptions <i>(Up to a 90 Day Supply)</i>	
Generic Medications	\$30 Copay	\$30 Copay
Formulary Brand Name Medications	40% (\$80 Minimum, \$200 Maximum)	40% (\$80 Minimum, \$200 Maximum)
Contraceptives <i>(Medications, Devices, Injections)</i>	Covered at applicable Copay	Covered at applicable Copay

Mandatory Generic—The prescription plans are mandatory generic. If you fill a brand-name prescription when a generic is available and your doctor did not indicate “Dispense as Written” (DAW), you will be charged the difference in retail cost between the brand-name and the generic drug, in addition to your copay.

Prior Authorization/Step Therapy—This provision limits select brand-name prescriptions, until or unless prior approval is obtained or certain criteria regarding lower cost alternatives are met. For a list of medications that this provision applies to, please visit www.mibcn.com or www.bcbsm.com.

Mail-Order/Maintenance Prescriptions—Certain prescription drugs may be ordered through the mail using Medco. You may get up to a 90 day supply of a medication for only two copays. If you would like to utilize this service, please visit www.medcohealth.com.

90 Day Retail Program—Under the 90 Day Retail program you may also obtain a 90 day supply of maintenance prescriptions directly from participating pharmacies for only two copays. For a list of these participating pharmacies, please visit www.bcbsm.com.

Specialty Prescriptions—Specialty drugs are prescription medications that require special handling, administration, or monitoring. These drugs are used to treat complex, chronic and often costly conditions. To have a specialty drug prescription filled, you can visit your retail pharmacy; however, not all pharmacies will dispense specialty drugs. Or, you can have them delivered to your home by using Walgreens Specialty Pharmacy, BCBSM’s specialty drug vendor. You can reach them at 866-515-1355. (Effective February 1, 2010, Option Care officially changed their name to Walgreens Specialty Pharmacy). Other mail order prescriptions can continue to be sent to Medco.



To locate a BCBSM participating pharmacy and to view the BCBSM drug formulary guide, please visit www.bcbsm.com.

MESSA Dental Plans



MESSA Account: Fraser Public Schools

Employee Group: Transportation

Group/Subgroup: 6034-0003

Plan Guidelines

MESSA dental plans are underwritten and administered by Delta Dental Plan of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting www.messa.org and using the provider directory search provided by Delta Dental.

Class I	Class II	Class III	Class IV
75%	75%	50%	75%
Diagnostic & Preventive	Basic Services	Major Services	Orthodontics
<ul style="list-style-type: none"> Oral Examination Prophylaxes Topical Fluoride Brush Biopsy Emergency Palliative 2 Cleanings in 12 Months 	<ul style="list-style-type: none"> Radiographs (x-rays*) Restorative Crowns** Oral Surgery Endodontic Services — treatment for diseased or damaged nerves. Periodontic Services — treatment for diseases of the gum and teeth-supporting structures. <p><i>*Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.</i></p> <p><i>**Payable once in any five-year period on the same tooth.</i></p>	<ul style="list-style-type: none"> Procedures for the construction of fixed bridgework, endosteal implants, partial and complete dentures. Payable once in any 5 year period for the same appliances. 	<ul style="list-style-type: none"> Necessary treatment and procedures required for the correction of abnormal bite. Orthodontic exam, radiographs and extractions are covered under Class I and Class II.
<p>Rider</p> <p><i>(If neither box below is checked, you do not have this coverage.)</i></p> <p><input type="checkbox"/> 3 Cleanings in 12 Months</p> <p><input type="checkbox"/> 4 Cleanings in 12 Months</p>	<p>Rider</p> <p><i>(If the box below is not checked, you do not have this coverage.)</i></p> <p><input type="checkbox"/> Sealants: payable on occlusal surface of first permanent molars for patients up to age nine and for second permanent molars for patients up to age 14 that are free from caries and restorations.</p>		<p>Rider</p> <p><i>(If the box below is not checked, you do not have this coverage.)</i></p> <p><input type="checkbox"/> Adult orthodontics: removes the age 19 restriction on Class IV coverage.</p>
	<p>\$ 1,000.00 Class I, II, and III Annual Maximum Per Person</p>		<p>\$ 1,000.00 Class IV Lifetime Maximum Per Person</p>

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental Plan of Michigan certificate booklet.





CO-OP OPTICAL VISION PLAN

BENEFIT	COVERAGE
Eye Examination (every 12 months from last date of service)	\$60.00
Frames: (every 24 months from last date of service)	\$48.00
Single Vision Lenses (every 24 months from last date of service)	\$76.00
Line Bifocal Lenses (every 24 months from last date of service)	\$107.00
Tint: (every 24 months from last date of service)	\$15.00
Contacts In lieu of eyeglasses (inclusive of eye examination, lenses and follow-up care)	\$60.00

*AMOUNTS LISTS ABOVE ARE WHAT PLAN COVERS.

APPENDIX C

SUMMARY OF LETTERS OF AGREEMENT

FOOD SERVICE COMMITTEES

The Board and Union agree to establish a Study Committee to review the issue of uniforms and clothing for food service employees. Both the Board and Union shall have equal representation on the committee.

The Board and Union agree to establish a monthly menu committee to review selections and combinations of food being served to discuss potential serving problems. The Committee shall have equal representation of the Board and the Union, with the understanding that the Union will not have more than four (4) representatives, unless otherwise agreed.

It is understood that the parties shall continue discussions regarding issues involving the catering function.

FIRST AID KITS

The District agrees to maintain First Aid kits in all buildings and to replenish them as needed. The Food Service leader or Elementary Server in a building shall contact the Head Custodian in the building in the event the First Aid kit needs to be replenished.

EXTRA HELP

In the event that an Elementary Server believes that extra help is needed in her building, she shall notify the Elementary Food Service Supervisor, who shall consider the request and review the matter.

CONTRACTING OUT

In the event that the District contracts out the services of the bargaining unit covered by this Agreement which results in the permanent layoff of more than one-quarter of the employees in the unit, the District agrees to negotiate a benefits severance package for the permanently laid off members of the bargaining unit.

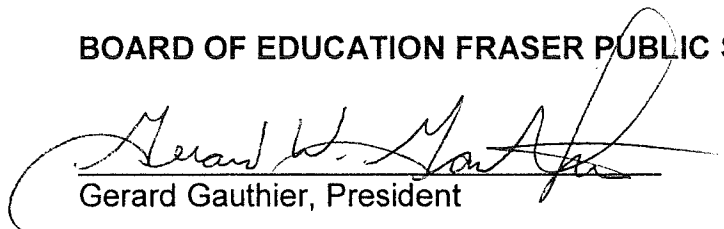
STORAGE

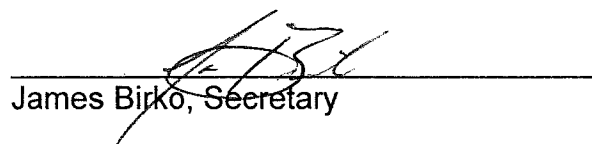
The District shall:

1. Use its best efforts to have deliveries 3 days a week
2. Pursue one or more of the academies serviced by the District to purchase a freezer for the District
3. Seriously consider adding the purchase of a new freezer to the District bond issue being considered.

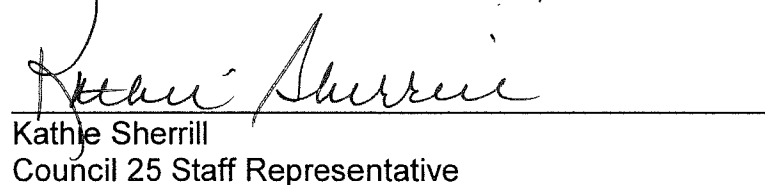
**SIGNATURE PAGE
FOR
APPENDIX C
SUMMARY OF LETTERS OF AGREEMENT**

BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT

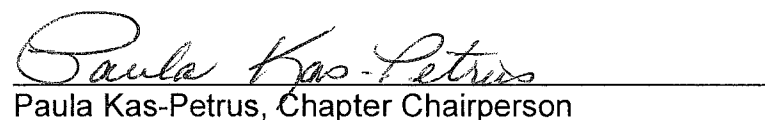

Gerard Gauthier, President


James Birko, Secretary

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
MICHIGAN COUNCIL #25 AND ITS AFFILIATE LOCAL #3846 SUB CHAPTER 12,
OPERATIONS AND MAINTENANCE, AFL-CIO**


Kathje Sherrill
Council 25 Staff Representative


Steve Reid, Local President


Paula Kas-Petrus, Chapter Chairperson