

MASTER AGREEMENT

BETWEEN

THE BRANDON BOARD OF EDUCATION

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

FOOD SERVICES EMPLOYEES

July 1, 2009 to June 30, 2012

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MASTER AGREEMENT
BETWEEN
THE BRANDON BOARD OF EDUCATION
AND
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214
FOOD SERVICES EMPLOYEES

This Agreement entered into this 11th day of January, 2010, by and between the Brandon Board of Education, hereinafter called the "Board" and Teamsters State, County and Municipal Workers, Local 214, Food Services Employees, hereinafter called the "Union".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its certified unit with respect to hours, wages, terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all full-time and regular part-time cafeteria employees in the position of Head Cook, Baker, Kitchen Assistants, excluding student workers, supervisors, substitute employees, clerical assistants, and all others.
- B. The Board agrees not to negotiate with any organization or individual other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance, providing the grievance policy as hereinafter defined in this Agreement is followed.
- C. It is mutually agreed and understood that this Agreement shall require the signed approval of the representative of the Union and the representative of the Board of Education of the Brandon School District, parties to this Agreement.

ARTICLE II

UNION SECURITY

- A. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.
- B. All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's usual dues. For present employees, such payments shall commence with the first pay, 31 days after the effective or executive date hereof, whichever is later, and for new employees with the first pay 31 days after the date of employment.
- C. If any provisions of this Article are invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal and State Law or shall be renegotiated for the purpose of replacement.
- D. During the period of time covered by this Agreement, the Board agrees to deduct from the pay of any employee all dues of the Union and pay such amount to the Union; provided, however, that the Union presents to the Board authorization, signed by such employee, allowing such deductions and payments to the Union.
 - 1. Amount of dues will be certified to the Board by the Secretary-Treasurer of the Union not more than once a year.
 - 2. Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the Board and transmitted to the Union in the same manner as Union dues.
- E. The Union agrees to follow applicable State, Federal, Court, and administrative agencies' decisions regarding Union security. Further, the Union agrees to save the Board harmless from all legal fees, salaries, payments, judgments, liabilities or any expenses incurred in the enforcement of this Article of the Agreement.
- F. In the event that an authorization to deduct is not signed by an employee, the representation fee shall be payroll deducted from the employee pursuant to law.

ARTICLE II (continued)

- G. The Union and its members may use the Board building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be in conformance with Board policy. The Union may post notices on any bulletin board ordinarily designated for Union use.

- H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive negotiated programs on behalf of the employees together with information which may be necessary for the Union to process any grievance or complaint. However, nothing herein shall be construed to expand the provisions in the Freedom of Information Act.

ARTICLE III

CHIEF STEWARDS, STEWARDS, AND ALTERNATES

- A. The Board recognizes the right of the Union to appoint and/or elect from the seniority list one chief steward and one alternate steward representing cafeteria employees. Their duties and responsibilities shall include cooperative efforts to develop and foster positive employee-employer relationships, as well as the presentation of grievances with the Board and/or its representatives.
- B. To facilitate the discharge of said responsibilities and duties, the Board agrees to permit the chief steward or alternate steward per grievance presentation release time from employment duties without loss of time or pay, in accordance with the terms of this contract agreement, reasonable time to present grievances to the employer after first obtaining permission from his/her immediate supervisor with the understanding that this will not be abused.
- C. The authority of the chief steward and alternate so designated by the Union shall be limited to and not exceed the following duties and activities:
1. The presentation of grievances with the Board or its designee in accordance with the provisions of this bargaining agreement.

Permission may be granted by the immediate supervisor and/or his/her designee in the presentation of said grievance.
 2. The transmission of messages and information originating with or authorized by the Union or its officers and provided such messages have:
 - a. Been reduced to writing; or
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Board's business.
- D. The chief steward or alternative steward will be allowed proper time off to attend all formal grievance procedures under this collective bargaining agreement.

For the purpose of layoff and recall, the chief steward shall head the seniority list provided he/she has the present ability to perform the work available.
- E. The Board shall be notified by the Union in writing of the names of the chief steward and alternate steward.

ARTICLE III (continued)

1. Alternates shall serve only in the absence of the regularly assigned steward.
- F. The authority of the Union steward or alternate steward shall be limited to functions which said stewards are authorized to perform in this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

A grievance shall mean a claim by an individual or the Union that there has been a misinterpretation, misapplication, or violation of any provision of this Agreement. In order for a grievance to be accepted and considered properly filed, the grievance must be reduced to writing and signed, specify the provision(s) of the Agreement that are alleged to have been violated, misinterpreted, or misapplied, and specifically state the relief sought.

- A. The grievant and/or the Union shall be allowed to seek advice and counsel and have present a representative at any hearing or step in the grievance procedure upon request.

Whenever possible, the grievance hearing will occur during the regularly assigned workday of the grievant. The grievant shall be on paid time when the hearings are during their regularly assigned workday. The grievant will not be on paid time if the hearing is set up outside of their regular assigned workday.

- B. The grievant and/or the Union may at any step in the grievance procedure withdraw a grievance without prejudice to either party. A withdrawal notice shall be in writing.
- C. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned. Claims for back wages should not include any unemployment compensation, earned by an employee during the applicable back pay period.

Step 1

- A. Within ten (10) working days of the event or occurrence, an attempt shall be made to resolve any grievance by an informal verbal discussion between the grievant and the immediate supervisor.
- B. The employee may discuss items he/she believes are grievances with the steward, and the steward may discuss the grievance with his/her immediate supervisor.

Step 2

- A. If the matter is not resolved verbally through Step 1; it shall be reduced to writing and submitted in triplicate as a grievance on forms provided by the Union to the immediate supervisor.
- B. The elapsed time for submitting a written grievance shall not exceed three (3) working days from its verbal initiation.

ARTICLE IV (continued)

- C The immediate supervisor shall be responsible to see that a written response to the grievance is tendered to the grievant and the steward within three (3) working days of receipt of the written grievance

Step 3

- A. Within five (5) working days after receiving the decision from the immediate supervisor, the decision may be appealed to the Superintendent of Schools or designee. The written appeal shall be accompanied by a copy of the original grievance and a copy of the decision of the immediate supervisor.
- B. The Superintendent or designee shall respond by investigating the alleged grievance and allowing all parties a reasonable opportunity to be heard. The Superintendent or designee shall tender to the grievant and the Union a decision within ten (10) working days after receipt of appeal.

Step 4

- A. If the grievance is still unsettled, the Union may, within 60 days after the Superintendent/Designee's written reply, request arbitration by written notice to the Employer under rules of the Federal Mediation and Conciliation Services as mutually determined by the parties. The Board and Union shall not be permitted to assert in such arbitration proceedings any grounds or to reply on any evidence or raise any issue not previously raised in the grievance chain process or made known to all parties prior to the arbitration proceedings.

The arbitrator shall have no power to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be limited to deciding only the issues presented to him/her in writing by the parties, and the decision must be based upon the express relevant language of the Agreement.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within 30 days after notice has been given. If the parties fail to mutually agree to an arbitrator, an arbitrator will be selected by the Federal Mediation and Conciliation Services. Regardless of how the arbitrator is selected the American Arbitration Association rules will be used. . The decision of the arbitrator shall be final and binding on the parties. and the arbitrator shall be requested to issue his/her decision within 30 days after the conclusion of the testimony and argument.

ARTICLE IV (continued)

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE V

SPECIAL CONFERENCES

Special conferences for important matters will be arranged at a mutually agreed time between the Union representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

These conferences shall involve mutual exchange of suggestions and ideas. The purpose of these informal discussions is to provide communication between the parties and to promote closer cooperation in all relationships concerning this Agreement.

ARTICLE VI
MANAGEMENT RIGHTS

The Board on its own behalf and on behalf of the electors of the Brandon School District retains the right:

1. To the executive management and administrative control of the school system and its 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 their dismissal or demotion, and to promote and transfer all such employees.
3. To determine the work schedules, the hours of the working day, and the duties, responsibilities and assignments of all employees represented by the Union.
4. The Employer shall call in substitutes to replace absent employees. It shall be the Employer's responsibility to employ and contact the substitution employees needed.

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 hereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

ARTICLE VII

SENIORITY

- A. A newly hired employee shall be on probationary status for 60 calendar days, taken from and including the first working day of the employee's employment as a member of the bargaining unit as defined in Article 1, Section A. If at any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without recourse or appeal by the Union. Probationary employees who are absent during the first sixty (60) calendar days of employment shall work additional days equal to the number of days absent, and such employees 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 the first working day of employment as a member of the bargaining unit.
- C. An employee will lose his/her seniority and terminate his/her employment with the Board for the following reasons:
 - 1. Employee quits or retires.
 - 2. Employee is discharged, and the discharge is not reversed.
 - 3. Employee is absent for three (3) working days without notifying his/her supervisor. In proper cases, exceptions may be made.
 - 4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedures.
 - 5. If the employee gives a false reason for a leave of absence.
 - 6. If the employee falsifies pertinent information on his/her application for employment. (The falsification may come to light sometime after the employee's date of hire or date of acquiring seniority.) This sub-section will apply for only the first 24 months of employment except falsification on physical condition which will be extended.
 - 7. Employees who have seniority in the bargaining unit and leave the bargaining unit for a regular full-time or part-time position, excluding a substitute position within the School District and later return to the bargaining unit will retain all bargaining unit seniority previously acquired for a period of 24 months. Seniority shall not accrue for years of service outside of the bargaining unit.

ARTICLE VII (continued)

8. Seniority will be defined as the length of continuous service in the Teamsters State, County and Municipal Workers, Local 214 bargaining unit commencing with the employee's first working day. Seniority accumulation during periods of absence shall be as follows:
 - a. Layoff: Seniority will not accumulate during the layoff period.
 - b. Voluntary Leave: When a voluntary unpaid leave exceeds 30 working days, seniority will be frozen as of the first day of the leave.
 - c. Workers' Compensation: When an employee is off work due to a job-related injury, seniority shall accumulate for 24 months from the date of determination.
 - d. Involuntary Leave: When an employee is off work due to personal injury/illness, seniority will continue to accumulate for a twelve (12) month period. Unavailability to work because of proven sickness or injury shall not result in the loss of seniority rights.
- D. An agreed to seniority list through posting shall be made available to each employee covered by this Agreement on or about September 1st of each year. Such list shall contain date of hire. The seniority list shall have at least three (3) classifications including, but not limited to the following: Head Cook, Baker, and Kitchen Assistant.
- E. When more than one (1) employee is hired on the same day, seniority will be determined by alphabetical sequence of last name.
- F. District seniority will apply for bumping and layoff as defined in Article XIV, Bumping Procedures.

ARTICLE VIII

WORKING CONDITIONS AND ASSIGNMENTS

Assignments

Food Services employees shall be assigned to specific positions in individual building Food Services programs by the Food Services Director/Designee. Temporary job assignments may be made, as needed, to expedite the program.

Work year

Employees will be informed of the starting date for the next year prior to the end of the current work year or as soon as it is known. The normal work year for cafeteria employees shall be based upon the number of days of student instruction occurring during the regular school year when the student cafeteria program is operating, plus such additional days as may be assigned by the Food Services Director/Designee. Food Services personnel will be required to attend the annual Food Services In-Service Program.

Workweek

The individual's normal workweek shall be determined prior to the start of the school year and notification will be made by not later than August 15th. The notice shall be delivered in person to the employee or by mail. Less senior employees in the same classification and building shall not be regularly assigned more hours than a more senior employee. Regularly assigned hours are not to exceed eight (8) hours per day.

Temporary Classification Change/Assignment

Employees assigned temporarily to a higher paying classification shall be paid at the higher rate. Employees temporarily assigned to a lower paying classification will not suffer a loss of pay or benefit.

Extended Workday

Definitions

Extended Workday is defined as work time that is performed outside of the regularly assigned workday for an employee.

A. Casual Extended Work Time is defined as time added before or after the regularly assigned workday of an employee that is needed time to complete the normal assignments of that employee on a given day.

B. Extended Workday Banquet & Catering Events

1. School Related Functions are defined as school sponsored activities for students or school employees. The reason that the student or employee is attending the function is because it is related to their employment or a part of a sponsored activity of the School District.

Examples: This is a representative list, but not an exhaustive list:

Sports Banquet, Teachers' (Staff) Luncheon/Breakfast, Booster Banquet, Department Snacks, Testing Breakfast, Latchkey Snacks.

ARTICLE VIII (continued)

2. Non-School Related Functions are defined as an activity that may have students or employees attending but the activity is not sponsored by the School District. The reason that the student or employee is attending the function is because they are part of a group not sponsored by the School District.

Examples: This is a representative list, but not an exhaustive list:
Area-Wide Superintendent Banquet, Chamber of Commerce,
Kiwanis, Girl Scouts, Boy Scouts, Weddings, Banquets,
Parties.

C. Extended Work Shall be Offered to Employees in the Following Manner:

1. School Sponsored Activity:

- a) The needed schedule of hours for the number of employees needed within the various classifications will be provided to all employees at least five (5) workdays prior to the event. If the Food Service Department is not given five (5) days notice of such a project, notice will be given as soon as the Food Services Department is notified.
- b) The employees will make their selection of the preferred schedule of hours in seniority order District wide.
- c) If there are not enough volunteers within a classification, then the least senior employee(s) will be assigned the duty.
The hours will be offered in seniority order. at the Food Service Director's option, one employee of the group working on a function can be required to be a regular member of the building where the function is taking place. If there is not a volunteer from the employees at that building, then the least senior employee shall be assigned the duty.
- d) If all employees refuse to work the District may, at the Food Service Director's discretion, employ substitutes or other temporary help.

2. Non-School Sponsored Activities:

- a) The needed schedule of hours for the number of employees needed within the various classifications will be provided to all employees at least five (5) work days prior to the event. If the Food Service Department is not given five (5) days notice of such a project, notice will be given as soon as the Food Services Department is notified.
- b) The employees will make their selection of the preferred schedule of hours in seniority order District wide.
- c) If all employees refuse to work, the District may, at the Food Service Director's discretion, employ substitutes or other temporary help.

ARTICLE VIII (continued)

Out of Classification Work

A. The employer will notify bargaining unit members what minimum qualifications for each classification are needed to participate in the training program. Employees meeting the employer's minimum qualifications will be offered in seniority order district wide to the employees to become pre-qualified for the following classifications:

1. Cook
2. Baker

B. Employees pre-qualified in a classification shall be eligible to volunteer for extended day work in the event the employees within the classification elect to refuse an extended day assignment.

C. The offer to volunteer for extended day work shall be on a seniority rotation basis. If there are no volunteers then the permanently classified employees shall be required to perform the assigned duty.

Overtime

A. Time and one-half shall be paid for all time worked over 40 hours per week when approved by the immediate supervisor.

B. Overtime is offered in seniority order.

C. Approved Saturday and Sunday work will be paid at time and one-half, and holidays at double time for hours worked.

D. When special projects are being scheduled that will be performed on an overtime basis, at least five (5) work days notice will be given in order to notify interested bargaining unit members who desire to work on the special project. If the Food Services Department is not given five (5) days notice of such a project, notice will be given as soon as the Food Services Department is notified.

Students

There shall be assigned to work in each kitchen no more than six (6) students. These students shall be in addition to any students on detention at the time.

ARTICLE IX

JOB BIDDING

- A. The Union Chief Steward will be notified via posting of newly created positions/vacancies. This includes any positions of four (4) weeks' duration regardless of the number of hours worked.
- B. All approved new positions/vacancies or positions when the regular daily assigned hours are increased by thirty (30) minutes or more in any classification covered under this Agreement shall be posted for bid at each work site for a period of five (5) business days, excluding Saturday, Sunday and holidays. All bids shall be submitted in writing during this period. All new positions/vacancies shall be posted in each job site not later than ten (10) business days after the job becomes vacant.

Extra time in increments of less than thirty (30) minutes will be offered by classification by seniority within a building.

- C. Insofar as practicable, all new positions/vacancies will be filled by persons meeting the qualifications set forth in the posting, and all employees are encouraged to train and prepare for promotional opportunities. When qualifications are equal, seniority in classification will be the determining factor. The final decision on filling all positions/vacancies rests with the Board.
- D. No new position/vacancy shall be filled, except on a temporary basis until such new position/vacancy shall have been posted at least five (5) business days.

ARTICLE X
SUMMER WORK

Food Services employees shall, in order to be eligible for summer work, sign up on a sign-up sheet to be posted by not later than June 1st of each year. Summer assignments shall be filled in order of seniority by classification from the summer work list on a rotating basis.

Employees working during the summer shall be paid at their regular rate of pay.

In the event no employees are available and/or no qualified employees are available to perform the required tasks, the Board may, at its discretion, employ temporary help in order to accomplish the tasks at hand.

Summer time is designated as that period between academic workyears.

ARTICLE XI
MISCELLANEOUS

A. Mileage

Cafeteria employees required to drive his/her own vehicle on school business shall be paid the rate established by the Board.

B. In-Service

The Board of Education encourages employees to become involved in activities/workshops/conferences, etc. that will improve their skills, knowledge, and job performance in the Food Services Program. Requests for workshop/conference attendance and/or reimbursement shall be made on forms provided by the administrator prior to the activity taking place.

Employees attending classes, workshops, etc. directed by their supervisor shall be paid a stipend. Prior approval by the supervisor on a form provided by the District, stating the location of the class, the purpose of the class, and the length of the class must be secured.

C. Strikes and Stoppages

During the life of this Agreement, the Union will not cause its members to strike, nor will any member of the Union or other employees represented by the Union take part in any strike against the Employer as defined in Act 379, P.A. 1965, as amended.

D. Inclement Weather Days

Food Services employees are not to report for work on days when school is not in session because of inclement weather conditions. Employees will be paid for two (2) Act of God days. Employees who report for work prior to notification that school is not in session will be paid for two (2) hours at their regular rates.

In the event employees are sent home early due to inclement weather (Act of God Days), they will be paid for their regularly assigned workday in the same manner as if they had worked.

Nothing contained herein shall prevent the rescheduling of workdays as deemed necessary by the Superintendent/Designee, including the right to reschedule workdays in the event it is necessary to meet minimum State requirements for pupil instruction as required by MCLA 388.1701 (3) and (4) of the State School Aid Act as amended by P.A. 239 of 1984.

MISCELLANEOUS (continued)

E. Attendance at Meetings

The employer shall provide a minimum of twenty-four hours posted notice in each kitchen area when attendance at a meeting is required.

ARTICLE XII

ABSENTEEISM AND TARDINESS

Absenteeism and Tardiness

- A. Employee absenteeism places an undue burden on the School District's ability to manage and direct effective programs and services for students, parents, and the community. The School District has a right to expect its employees to be at work regularly and on time. Excessive absenteeism, even due to bona fide reasons, may be deemed excessive.
- B. At a time when the Board feels an employee is guilty of absence or tardy abuse, said employee shall be called in and orally warned. If the abuse continues, said employee will be called in a second time and given a written reprimand; and, if such abuse continues, said employee will be called in a third time at which time said employee shall be subject to disciplinary action up to and including dismissal from employment.
- C. An employee who is absent without an approved leave may be subject to disciplinary action, including reprimand, loss of pay, suspension without pay, or termination.

Employees, who provide a doctor's letter covering their absences, or jury duty, use personal business days, vacations, snow days, or use a funeral leave day shall not have these occurrences counted as absences that are considered as abuse unless the employee exceeds his/her accumulated leave days.

ARTICLE XIII

LAYOFF AND RECALL

- A. The word "layoff" means a reduction in the work force due to a decrease of work, funds or scheduling that result in a need for fewer employees as determined by the Board.
- B. When a layoff takes place, the probationary employees shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority by classification, i.e. the least senior employee on the seniority list being laid off first.
- C. Employees to be laid off will receive at least ten (10) calendar days' advance notice of the layoff when it is within the Employer's ability to do so. At the same time the employee is notified, the Union shall receive a list of affected employees.
- D. Members of the bargaining unit on layoff from the Brandon School District shall, after working employees, be given preference in employment for vacancies outside of their classification provided they properly apply for such position and provided they are properly qualified, as determined by the Superintendent/Designee.

Recall Procedure

When the working force is recalled to a classification after a layoff, employees will be recalled to a classification according to seniority with the most senior employee in classification on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by certified mail. An employee recalled to work shall notify the Board of his/her intent to return within five (5) working days from receipt of recall notice. If an employee fails to do so, he/she may be considered a quit. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall or on the date set forth on the recall notice, he/she shall be considered a quit.

Employees shall be maintained on a recall status for a period equal to their seniority or 24 months (two years), whichever is least.

ARTICLE XIV

BUMPING PROCEDURE

In the event of reduction in force or elimination of positions, the following procedure shall be applied:

1. Any employee whose job has been eliminated may bump any less senior employee in his/her classification.
2. Any employee within classification so bumped may bump by similar procedure until all jobs have been filled.
3. Any employee not desiring to bump shall be voluntarily laid off and placed on a preferred eligibility list for recall to any subsequent vacancy in his/her previous classification. Such employee shall be notified by the Board of all such subsequent vacancies in the previous classification and shall be granted ten (10) days from the certified mailing date of the notification to make application. Failure of said employee to accept a job vacancy within a year shall result in his/her termination. Preferred eligibility shall be for a vacancy only but shall not be considered to mean preferment over personnel with superior seniority who are on layoff status.
4. No employee shall be entitled to bump into a position for which he/she does not have the present ability to perform the work, which same shall be defined as having the ability to perform the job after having reasonable orientation to the assignment involved.

ARTICLE XV

RESIGNATION

- A. Any employee desiring to resign shall submit his/her resignation in writing to his/her supervisor a minimum of two (2) weeks prior to the effective date of resignation.
- B. Any employee who resigns after one (1) year of service shall not forfeit his/her right to earned vacation time.
- C. Any employee who discontinues his/her services without proper notification, forfeits all accrued rights and privileges, including PTO , military leave, personal leave without pay, vacation, Workers' Compensation within the Michigan State Law, and any other rights and privileges which have been granted by the Board to its employees.

ARTICLE XVI

DEFINITION OF FULL-TIME/PART-TIME EMPLOYEE

For the purpose of this Agreement, this definition of terms shall apply as follows:

Full-Time Employee: An employee who is regularly scheduled to work 37.5 hours or more per week.

Part-Time Employee: An employee who is scheduled to work less than 37.5 hours per week on a regular basis.

Temporary Employee - An employee who provides services when help is required for less than 30 days per year for a specific task or tasks and said job assignment is not of a permanent nature.

Temporary employees hired by the Board shall be assigned to tasks that the regular staff cannot perform as determined by regular staff's pre-assigned duties. Said temporary employees shall not be casually assigned in such a manner that would constitute the replacement of bargaining unit work as recognized in Article 1 of this Agreement (per Act 379, Public Acts of 1965).

Substitute employees will not work more hours than regular employees if within the Board's control. It is understood that if regular employees are used to perform the work that would be assigned to substitute employees, they must possess the present ability to perform the work.

ARTICLE XVII

EQUIPMENT, ACCIDENTS, AND REPORTS

- A. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

- B. Employees shall immediately, or at the end of their shifts, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any employee to operate equipment that has been reported by any other employee as being in unsafe operating condition, until same has been approved as being safe by the Food Services Director. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

A. Notice of Discharge or Discipline:

The Board agrees promptly upon the discharge or disciplinary action involving a written reprimand of an employee to notify the steward who represents the employee discharged or disciplined, if requested by the employee. In case of a discharge, written notice shall be sent to the Chief Steward and the Union.

B. No employee will be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges or other actions of a disciplinary nature) without just cause.

1. The Board agrees to follow a policy of progressive discipline which primarily includes a verbal warning, written warning, reprimand, and suspension with discharge as a final and last resort. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and, therefore, might begin at an intermediate level or higher.

C. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward, and the Board will make available an area where he/she may do so. Upon request, the Board or their designated representative will discuss the discharge or discipline with the employee and the steward.

D. Appeal of Discharge or Discipline:

Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented via the grievance procedure.

E. Use of Past Record:

In imposing any discipline on a current charge, the Board will not take into account any prior infraction which occurred more than 30 months previously, nor impose discipline on an employee for inadvertent errors or mistakes on his/her employment application after a period of two (2) years from his/her date of hire, except in instances when the information beyond the 24-month/30-month period establishes that a pattern exists in an area of improper performance of major significance such as theft, alcohol, and substance abuse, child abuse and so forth.

ARTICLE XIX

PHYSICALS

Payment for physicals required by the Board for cafeteria employees shall be made for the amount in excess of that covered by the employee's health insurance provided the doctor assigned by the Employer is utilized. Employees may go to their own doctor, if approved by the Employer, but the Employer shall pay only up to fifteen dollars (\$15.00) in excess of the health insurance payment.

ARTICLE XX

LUNCH PERIOD

Each Food Services employee working six or more hours per day shall be entitled to a one-half hour unpaid lunch period. Employees working four hours or more shall be entitled to a 15-minute relief break during each four hours of work.

The Food Services Director/Designee shall schedule lunch periods and breaks in order to assure the continuity of the operation.

ARTICLE XXI

MATERNITY LEAVE

Maternity leaves will be granted in accordance with the Equal Employment Opportunity Act of 1972, as amended from time to time, Federal E.E.O.C. guidelines, and other applicable State and Federal statutes, regulations, and guidelines.

A. Disability Leave

1. When a potential disability or hospital confinement is known to the employee, the Superintendent/Designee shall be notified as soon as possible of the anticipated absence. Medical verification will accompany the notification, and medical certification of continued ability to perform duties may be required.
2. To receive PTO benefits, the employee must perform all duties until physically disabled and unable to perform duties. The employee must return to work as soon as a physician certifies the employee's ability to return. Such certification may be required by the Superintendent/Designee for all such leave days taken.

B. Unpaid Leave

An unpaid leave of absence for up to one (1) year, renewable at the discretion of the Superintendent/Designee, will be granted for this specific purpose and for a specific duration to be determined at the time the leave is requested/granted.

1. A request in writing for said leave must be filed with the Superintendent/Designee at least 30 days prior to the commencement of the leave except in cases of emergency.
2. Specific terms and conditions will be established by the Superintendent/Designee in writing prior to the beginning of the leave covering fringe benefit continuation at the employee's expense, where possible, seniority, salary step, return date, and position to which to be returned. Upon request of the employee, a Union representative may be present. Such terms and conditions will be binding on the parties.

ARTICLE XXII

JURY DUTY

An employee called for jury duty or to give witness testimony before a judicial or administrative tribunal shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation provided that said employee is not a defendant in the proceedings. No employee shall be compensated for appearing as a witness before a judicial or administrative tribunal on behalf of or as a representative of the Union.

Leave Provisions

1. An official notification of call to serve must accompany the jury duty leave form.
2. The employee must report his/her absence on a daily basis unless other arrangements are made due to special circumstances.
3. The employee must report all compensation received for serving on jury duty to the Personnel Office upon receipt of such payment.
4. The employee shall receive the difference between the employer's regular pay and pay received for jury duty service, provided the employee is not a defendant in the proceedings.

ARTICLE XXIII

MEDICAL LEAVE

Leave of absence for a reasonable period not to exceed two (2) years will be granted for medical reasons to those employees who have been continuously employed by the Board for one (1) year or more. A certificate of inability to work by reasons of illness from a doctor of medicine and such other evidence of illness and inability to work as the Board may deem necessary may be required as evidence of the illness before approval is given. While on leave, seniority shall continue to accumulate for the first year (12 months). Seniority will then be frozen. Such employees may return only if a position for which they are qualified becomes available.

ARTICLE XXIV

BUSINESS LEAVE

- A. A regular full-time employee shall be credited with two (2) non-accumulative business days equal to his/her regularly scheduled workday at the beginning of each year provided that said employee works at least one (1) day of said working year. Business leave shall not be deducted from PTO or vacation days. The business leave shall be at the discretion of the Board. These days are intended for important and urgent matters that cannot be handled outside of the working day subject to approval of the administration. All business leave requests and usage will be processed on Business Leave Forms in accordance with Section B. of Article XXIV. A Business Day may also be used to provide payment for the employee on Act of God days not already paid by another section of the contract.
- B. Business leave may be requested/granted on increments of 1/4, 1/2, 3/4 days or full days, subject to need and work schedule. Application for business leaves on business leave forms must be received 24 hours in advance except in cases of emergency. Business leave forms will be returned within 48 hours when possible.
- C. Business leave shall not be allowed for recreational purposes, social functions, vacation periods, or pursuit of vocational or avocational activities. Confidential reasons for business leave for other important and urgent matters need only be shared verbally with the Director for a determination.
- D. Business leave may not be taken the day before or the day after a legal holiday or periods of recess unless adequate justification is presented to the administration that said personal business cannot be transacted at any other date.
- E. In the event a high rate of absence is evident on a day leave is being requested and an adequate number of substitutes cannot be secured, a leave request may be denied on that day. However, no leave day(s) that has been previously approved in writing shall be denied.
- F. A regular part-time employee shall be credited with one (1) non-accumulative business day equal to his/her regularly scheduled workday at the beginning of each year provided that said employee works at least one (1) day of said working year.

ARTICLE XXV
MILITARY LEAVE

Military leave shall be granted in accordance with applicable State and Federal laws.

ARTICLE XXVI

UNPAID LEAVES OF ABSENCE

A. Any employee desiring leave of absence from his/her employment shall secure written permission from the Employer with notice sent to the Union. The maximum leave of absence shall be for thirty (30) days without pay. Permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and shall be subject to discipline, including discharge by the Board of Education for the employee involved.

B. Unpaid Leaves for Union Business:

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Board shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon thirty (30) days or more of notification of intent to return shall be re-employed with accumulated seniority if a position for which they are qualified is available.

C. Union-Sponsored Workshops/Conferences:

The Board shall allow the Chief Steward a total of four (4) days non-accumulative release time per year, if needed, to attend Union-sponsored workshops and conferences. The cost of a substitute, if used, will be paid by the Union. Written notice shall be submitted ten (10) days in advance to the Superintendent/Designee by the President of Local 214.

ARTICLE XXVII

PTO (PAID TIME OFF)

- A. Employees shall be granted one (1) day per month with a limit of 125 days accumulation equivalent to their regularly scheduled workday. For the purpose of computing PTO, Food Services personnel will be considered ten (10) month employees.
 - 1. PTO may be used when the employee is unable to perform assigned duties due to personal illness or injuries or for medical, dental or optical examination or treatment.
 - 2. PTO may be used if the employee is required to provide care for a member of the immediate family due to illness, injury or examination or treatment as stated above.
 - a. Immediate family for this purpose is defined as: spouse, children, parents, grandparents, mother-in-law and father-in-law, brother, sister, grandchild, step-parent, step-children and step-grandchildren living in the same household.
 - b. In the case of the care or attention for convalescent purposes, a corroborating statement of the need for such care may be required by the Superintendent/Designee from the physician of the immediate family member.
 - c. PTO days can be used for non-holiday time off. May also be used to provide payment for the employee on days not already paid by another section of this contract.
- B. Employees hired before July 1, 2009 who retire in accordance with provisions and procedures established by the MPSERS and do so shall be paid 50% of PTO time accumulated.
 - 1. In the event of the death of an employee, 50% of PTO time accumulated shall be paid to the designated beneficiary.
- C. A certificate of inability to work by reasons of illness from a doctor of medicine and such other evidence of illness and inability to work as the Board may deem necessary may be required as evidence of the illness before compensation for the illness is allowed.

ARTICLE XXVII (continued)

D. Except in cases of emergency:

1. Employees who are unable to perform their duties because of sickness or disability shall notify their Director/Designee not less than one (1) hour prior to the start of the workday.
2. Failure to provide notice will result in a loss of pay and the right to charge absence against PTO.

E. If an illness or disability extends beyond the first day, the employee and the employee's Director may make arrangements as to the frequency of notification of the continued illness or disability.

ARTICLE XXVIII

BEREAVEMENT LEAVE

In case of death in his/her immediate family, a regular employee may be granted leave of absence with pay for the workdays falling within the period between the time of death and the day of the funeral not to exceed three (3) days. "Immediate family" is defined as wife, husband, child, brother, sister, parent and parent-in-law, brother-in-law, sister-in-law, aunt and uncle, niece, nephew, grandparent, grandparent-in-law, step-parent, step-brother, step-sister, step-grandparents, legal guardian, step-children, grandchildren and step-grandchildren, except that a relative residing in the same household may, for the purpose of this Article, be considered as the immediate family. Request for the above-mentioned leave will be in accordance with administrative procedures.

When warranted by special circumstances, the Superintendent/Designee may grant additional death leave days or leave days for deaths other than those mentioned above.

ARTICLE XXIX

HOLIDAYS

The following paid holidays will be granted each employee working a full twelve (12) months:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day (July 4th)	Christmas Day

Employees working less than twelve (12) months will receive paid holidays that are within their scheduled work year as indicated above.

Membership must attend the Staff Development Day to be paid for Labor Day. Attendance at the in-service days prior to the start of performance of regularly assigned duties is included in an employee's scheduled work year.

Holidays falling on Saturday or Sunday will be recognized on Friday or Monday, whichever the case may be.

All employees in order to be eligible to receive holiday pay must work their entire scheduled workday or be on an approved vacation leave, jury duty or bereavement leave day. This shall mean an employee must work the entire scheduled day before and the entire scheduled day after a holiday to be eligible to receive holiday pay. An exception may be granted due to an emergency situation at the sole discretion of the Superintendent/Designee.

ARTICLE XXX

VACATION

All full-time twelve-month employees shall be entitled to the following vacation schedule:

Employment Period	Vacation
1 Year	10 Working Days
2 Years	11 Working Days
3 Years	12 Working Days
4 Years	13 Working Days
5 Years	14 Working Days
6 Years	15 Working Days
7 Years	16 Working Days
8 Years	17 Working Days
9 Years	18 Working Days
10 Years	19 Working Days

Eleven years of more of continuous full-time service to the Brandon School District shall entitle the employee to a maximum of four (4) weeks (20 working days).

Vacations must be taken during the year in which the employee becomes eligible or they shall forfeit the vacation days. The hiring date of the employee shall determine his/her date of eligibility for the vacation schedule.

Exceptions based on need of service shall be at the discretion of the Superintendent/Designee.

Vacations shall be at such time as arranged with the Superintendent/Designee.

ARTICLE XXX

WORKERS' COMPENSATION

Absence due to injury or illness incurred in the course of employee's employment shall not be charged against the employee's PTO days provided that the injury or illness qualifies under the Michigan Workers' Compensation Act.

ARTICLE XXXI

PAYROLL DEDUCTIONS

All authorizations for payroll deductions will be made on forms approved and provided by the Board.

The Board agrees to make voluntary payroll deductions from the salaries of the employees for tax-deferred annuities, automatic payroll savings with the Clarkston Brandon Credit Union, North Oakland Community Credit Union, Oxford Bank, Great Lakes Bancorp, Bank One, medical insurance premiums, United Way, Union dues, and any other deductions approved by the Superintendent/Designee.

ARTICLE XXXII

NEGOTIATION PROCEDURES

- A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of members covered by this Agreement.
- B. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.
- D. Members of the Union's negotiating team and/or consultants thereto, who are employees of the Board, shall be released from their normal duties without loss of salary when meetings of the two (2) negotiating teams are scheduled during their normal working hours.

ARTICLE XXXIII

UNIFORMS

Employees shall be reimbursed for the purchase of the required professional white uniforms upon presenting a receipt for the purchase as set forth below.

Professional whites being characteristic of the Food Service profession may consist of slacks, skirts, blouses or a dress. Cloth aprons provided by the Food Service Director shall be included in the items available for reimbursement. Disposable aprons will be provided by the Food Service Department. The Employer will provide at least one (1) new cloth apron and hat each school year.

Each employee must be properly dressed while on duty. It shall be the responsibility of the employee to clean and repair the uniform as required in order to maintain the uniform in good, presentable, and clean condition at all times.

Reimbursement Schedule/Annual Allowance

Employees Working Three Hours or More Per Day and are Permanently Assigned	2009-2012 \$170.00
Employees Working Less Than Three Hours Per Day and are Permanently Assigned	\$140.00

Employees must complete the probationary period to be eligible for the uniform allowance. Employees hired after January 1 in any school year shall receive half (1/2) of the amount of reimbursement allowable based on the employee's working status.

ARTICLE XXXV

INSURANCE

Insurance Protection

The Board agrees to provide without cost to each full-time employee, employee only insurance, the benefits listed below. The Board shall be responsible only for the premium for the benefits indicated. The employee must be properly enrolled in order to be eligible to receive benefits. Benefits set forth in this Agreement shall be subject to the rules, regulations, and determinations set forth by the carrier.

1. MESSA CHOICES II, \$100/200 Deductible; \$10 Office visit \$10/20 RX.

No employee shall have double health insurance coverage. If the District becomes aware that double health insurance coverage has occurred, the amount of premium that the District unnecessarily paid involved in this double coverage will be recovered from the employee.

Part-time employees may have a prorated amount paid toward health insurance coverage provided the difference is paid by the employee.

Should the health insurance costs increase by more than eight (8) percent during the second or third year of this Agreement, the Board and the Union will meet together to determine areas within the insurance program of this bargaining unit to eliminate the increased cost in excess of the eight (8) percent.

2. Long-term disability insurance beginning on the one hundredth calendar day after such illness, beginning at 2/3 base earnings to a maximum of two hundred dollars (\$200.00) per week.
3. Twenty thousand dollars (\$20,000.00) of group term life insurance with an accidental death and dismemberment (AD&D) clause. Part-time employees may have a prorated amount paid toward life insurance coverage provided the difference is paid by the employee.
4. Dental Plan 80/80/80 for all full-time employees and their eligible dependents, including internal and external coordination of benefits.
5. Vision Plan II

ARTICLE XXXV (continued)

All 12-month employees entitled to insurance protection earn coverage for the month in which they are in a paid status - working or on a paid leave. All such employees entitled to insurance protection and are classified as ten-month employees earn insurance protection on the basis of 1.2 months earned for each month worked.

Unpaid Leave

Employees who become disabled and exhaust their sick leave and continue to be disabled are in unpaid status and shall have fringe benefits paid for by the Board for a period of 30 days from the beginning of the disability and/or the month in which the 30-day time period elapses, whichever is longer. In the case of ten-month employees, coverage will continue for the length of the employee's earned coverage at the above-indicated rate, including the full month in which the coverage elapses or for the 30-day provision as noted above, whichever is longer.

Cash-Pay Premiums

Employees in an unpaid status, as outlined above, may cash-pay premiums for fringe benefits (hospital and life) in accordance with the insurance company's cash-pay provision. Employees who desire to carry such benefits shall contact the Benefits Department to make arrangements.

Disability

In the event an employee becomes disabled and exhausts his/her PTO and is therefore in an unpaid leave status, the L.T.D. premium shall continue to be paid for by the Board until the period of eligibility has elapsed and/or the employee is determined to be eligible for or declared ineligible for L.T.D. benefits and/or the employee receives a disability check, whichever is shortest.

ARTICLE XXXVI

DURATION OF AGREEMENT

This Agreement shall become effective the 1st day of July 2009, and shall continue in effect for three years until the 30th day of June 2012.

This Agreement shall remain in effect after the expiration date so long as negotiations are in progress for a new agreement. At least ninety (90) days prior to the expiration of this Agreement, the parties shall begin negotiations on a new agreement.

TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS,
LOCAL 214 FOOD SERVICE
EMPLOYEES

THE BRANDON BOARD OF
EDUCATION

By: _____
Business Representative

By: _____
Board of Education - President

By: _____
Steward

By: _____
Board of Education - Secretary

SALARY SCHEDULE

Classification	2009-2010
I. Head Cook	
Step 1	\$10.89
Step 2	\$11.36
Step 3	\$11.87
II. Baker	
Step 1	\$10.68
Step 2	\$11.16
Step 3	\$11.63
III. Kitchen Assistant	
Step 1	\$9.99
Step 2	\$10.34
Step 3	\$10.68

2010-2011 Wage/Health Care Opener

2011-2012 Wage/Health Care Opener

\$.35 per hour on non-school related events outside of regularly scheduled workday.

In addition to the salary schedule the following stipends will be in effect for those employees appointed by the administration;

- Satellite Leader: \$.15 per hour above the kitchen assistant rate.
- Cooks: \$.20 per hour above the cooks' base rate.
- Head Cooks: \$.30 per hour above the cooks' base rate.

Satellite Leader: When appointed by the administration, this person will have the primary responsibility for the individual building's Food Services operation and will report directly to the Food Services Director/Designee.

Longevity

+.16 per hour above the regular rate beginning with the employee's eight (8) years of continuous service.

+.11 per hour above the regular rate beginning with the employee's fifteen (15) years of continuous service.

SALARY SCHEDULE (Continued)

+\$0.11 per hour above the regular rate beginning with the employee's twenty (20) years of continuous service.

Certification Pay

Employees certified by the American School Food Services Association (ASFSA) shall receive an additional \$0.05 per hour.

All employees required by the State or the School District to obtain certifications shall have all course work paid by the Employer. All satellite leaders shall be required to obtain the ServSafe certification and the employer shall pay for all course work required.

All attendance at required classes shall be paid time for the employee.

AGREEMENT TO MODIFY COLLECTIVE BARGAINING AGREEMENT
BETWEEN BRANDON SCHOOL DISTRICT AND TEAMSTERS LOCAL 214 -
FOOD SERVICES

The Brandon School District and the Teamsters State, County and Municipal Workers, Local 214, Food Services, agree to extend their existing agreement beginning effective July 1, 2010 through June 30, 2012, except as follows:

- Article XXIX, HOLIDAYS

Effective with the 2010-2011 school year, delete Christmas Eve and New Year's Eve holidays.

There shall be no pay in the event school is cancelled due to inclement weather.

- Article XXXIV, UNIFORMS

Effective with the 2010-11 school year, the Reimbursement Schedule/Annual Allowance for all employees who complete the probationary period shall be \$100.00 and \$50 for all employees hired after January 1 who complete the probationary period.

- Effective with the 2010-2011 school year, the Salary Schedule shall be reduced by 1%.

- In the event that the District's Fund Equity exceeds 9% [during the 2010-2011 school year/as stated within the official audit report for the 2009-2010 fiscal year], the parties will reopen the contract to discuss possible restoration of some or all of the above reductions. It is understood that the reopener does not guarantee restoration of any of the reductions.

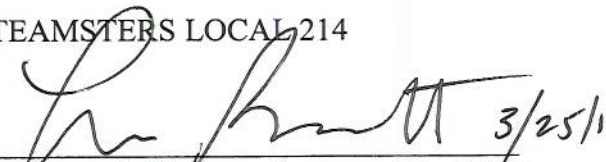
- Further, in the event that the Food Service revenues exceed expenses by \$40, 800[during the 2010-2011 school year/as stated within the official audit report for the 2009-2010 fiscal year], the parties will reopen the contract to discuss possible restoration of some or all of the above reductions. It is understood that the reopener does not guarantee restoration of any of the reductions.

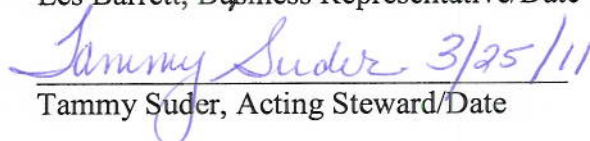
- In all other respects, the prior collective bargaining agreement between these parties shall remain in full force and effect.

BRANDON SCHOOL DISTRICT


Lorraine McMahon, Superintendent/Date

TEAMSTERS LOCAL 214


Les Barrett, Business Representative/Date


Tammy Suder, Acting Steward/Date