

AGREEMENT

between

CROSWELL-LEXINGTON COMMUNITY SCHOOLS

and

**TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214**

(COOKS)

July 1, 2010

through

June 30, 2012

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A G R E E M E N T

This Agreement made and entered into this first day of July, 2010, by and between Croswell-Lexington Community Schools, located at 5407 Peck Road, Croswell, Michigan, party of the first part, and hereinafter termed the "Employer", and Teamsters State, County and Municipal Workers Local 214, located at 2825 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the "Union".

ARTICLE I DEFINITION

Section 1. The following terms will be accepted as defined for this contract:

- A. EMPLOYER - as used herein shall refer to the Croswell-Lexington Community Schools and/or its designee.
- B. UNION - as used herein shall refer to Teamsters State, County and Municipal Workers Local 214 and/or its designee.
- C. FULL TIME EMPLOYEE - shall mean those employees working a minimum of six and one half (6.5) hours a day or drive five (5) runs a day for five (5) days a week.
- D. REGULAR PART TIME - shall mean those employees working a minimum of four (4) hours a day or drive at least three (3) runs a day for five (5) days a week.
- E. PART TIME - shall mean those employees working less than four (4) hours a day or drive less than three (3) runs a day for five (5) days a week.

ARTICLE II RECOGNITION, AGENCY SHOP AND DUES

Section 1.

The Employer recognizes the Union as the exclusive collective bargaining agent for all non-supervisory kitchen personnel with respect to rate of pay, hours of work and other conditions of employment as provided for in this Agreement.

Section 2.

The terms of this Agreement shall apply to accretions to or re-locations of bargaining unit operations, including newly established or acquired schools of districts of the Croswell-Lexington Community Schools.

Section 3.

All members of the bargaining unit, on the effective date of this Agreement, shall be obligated to either join the Union or pay a service fee equal to the portion of the Union dues related to the negotiation and administration of this Agreement.

All new members entering the bargaining unit shall become obligated to either join the Union or pay a service fee equal to that portion of the Union dues related to the negotiation and administration of this Agreement upon completion of their probationary period.

Section 4.

The Employer agrees to deduct from the pay of each Union member all dues and/or initiation fees of the Union and pay such amount deducted to the Union for each and every Union member working in the classifications hereinafter set forth, provided however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union.

Section 5.

The Employer also agrees, as a condition of employment, to deduct from the pay of any non-Union employee, in the classification of work set forth herein, a service fee to be paid to the Union in accordance with state and federal law. In the event the legislature or courts of the State of Michigan or the Federal Courts shall require that the Union dues for Union members and service fees for non-Union members shall be differing amounts, this clause shall be modified accordingly.

Section 6.

A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day trial basis. During this probationary period, the employee may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading the terms of this Agreement. In case of discipline within the sixty (60) day period, the Employer shall notify the Union in writing of the discipline. This sixty (60) day probationary period does not apply to temporary employees.

If a vacancy occurs between bid windows, the Board of Education may temporarily fill a vacancy with a temporary employee until the next bid window. If the temporary employee exceeds sixty (60) days, the temporary employee will not earn any rights to this contract, including seniority. A temporary employee is considered a long time substitute employee and will not be considered a probationary employee.

Section 7.

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct, or allow persons other than employees in bargaining unit classifications as hereinafter set forth, to perform work that has been recognized as the work of bargaining unit employee, except for emergencies, or reasonable need arise or circumstances beyond the control of the Employer or supervisory inspection.

**ARTICLE III
MANAGEMENT RIGHTS**

Section 1.

The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of the Teamster Local 214 contract.

Section 2.

- A. The Board hereby retains and reserves unto itself all powers, rights, and authority conferred upon and vested in it by the school code and laws of the State, the constitution of the State of Michigan and/or the United States.
- B. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the District.
- C. Continue its rights of assignment and direction of work of all its personnel, determine the number of shifts and hours and the right to establish, modify or change any work or business hours or days.
- D. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- E. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and the standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods of change therein.
- F. Adopt reasonable rules and regulations.
- G. Determine the qualifications of employees, including physical condition.
- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- I. Determine the policies affecting the selection, testing, or training of employee.

- J. In meeting such responsibilities, the Board acts through its administrative staff and shall be free to exercise all of its powers, managerial rights and authority which have not been expressly granted to the Teamster Union by the provisions of this Agreement.

ARTICLE IV STEWARDS

Section 1. Classification Stewards

The employees shall be represented by one (1) elected classification steward in each of the following named work classifications: cooks. The classification steward shall be a regular full-time employee of the bargaining unit. The part-time bus drivers may elect to have a steward for part-time drivers.

Section 2. Steward Notification

The Union shall notify the school superintendent of the elected classification stewards. The authority of the stewards shall be limited to and shall not exceed the following duties, which may be performed during working hours on a reasonable basis, but which may not disrupt normal working schedules or normal school activities.

Section 3. Steward Duties

- A. The investigation and presentation of grievances to the Employer to Step One (1) in accordance with the provisions of this Agreement.
- B. The stewards will be allocated a maximum of three (3) days a year for union business other than negotiations and grievance processing.
- C. The classification steward is required to notify and secure permission from his/her immediate supervisor to leave the assigned work station for Union business. This will not be abused.
- D. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers provided such messages and information:
1. have been reduced to writing or
 2. If not reduced to writing are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Employer's business.

Section 4. Limitation of Steward Authority

- A. With prior approval of the Employer, the stewards may post and maintain Union notices on the premises when expressly authorized by the officers of the Union in the appropriate work area.
- B. The stewards have no authority to take strike action or any other action interrupting the Employer's business.
- C. The Employer recognizes these limitations upon the stewards and shall not hold the union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to render proper discipline to any steward in the event such steward has taken action in violation of this agreement.
- D. All stewards shall be regular employees of the Croswell-Lexington Community Schools and shall perform the duties of the classification for which they represent.
- E. The classification stewards shall have super seniority during his/her terms of office, including seniority for layoffs. Written copies of decisions by the Employer that impact an employee are to be sent to the classification steward.

Section 5. Stewards

The Teamsters Union and its members have the right to use school buildings and related facilities for official Union business without charge, provided such use has been approved by the Superintendent of Schools. Such use shall not interfere or interrupt normal school operations.

ARTICLE V EXTRA CONTRACT LANGUAGE

Section 1.

The Employer agrees not to enter into any agreements with another labor organization during the life of this agreement with respect to the employees covered by this agreement; or any agreement or contract with the said employees, individually or collectively which in any way conflicts with the terms or provisions of this agreement, including wages, working conditions, hours and etc. Any such agreement shall be null and void.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1.

It is mutually agreed that all grievances, disputes or complaints arising over the interpretation or application of this Agreement be settled in accordance with the procedure herein provided and that there shall be at no time, any strikes, tie-ups of equipment, slow-

downs, walk-outs, or any other cessation of work through the use of any method of lockout.

Section 2.

Every effort shall be made to adjust controversies and disagreements in any amicable manner between the Employer and the Union. Information which is necessary for the processing of the grievance will, with the approval of the employee involved, be available to the Union, except information found in the confidential file of the employee.

Section 3.

Should any grievance dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1

It shall be the responsibility of the aggrieved to reduce any grievance in writing within five (5) working days of the alleged grievance on the form provided for by the Union and to serve a copy to the immediate supervisor.

STEP 2

Within five (5) working days of the receipt of the grievance, a conference will be held by the supervisor and the aggrieved employee. Union representation may be present during the conference. In the event this step fails to settle the complaint, it shall be presented to the Superintendent within five (5) working days after the hearing with the immediate supervisor.

STEP 3

Within five (5) working days of receipt of the appeal of the supervisor's decision at Step 1, the Superintendent will review the grievance with the employee. Union representation may be present during this hearing with the Superintendent. The Superintendent will respond to the grievance in writing within five (5) working days of the hearing.

In the event this step fails to settle the grievance, it may be referred to M.E.R.C. for mediation by either party, provided that the referral is submitted within ten (10) working days of the date of the response by the Superintendent. The mediation step may be bypassed by mutual consent of the parties.

STEP 4

Within five (5) working days of the mediator's ruling, either party must inform the other if the mediator's ruling is accepted. If there is no acceptance of the ruling by either party, then the grievance may be referred to Arbitration by either party. Before a Teamster grievance

is forwarded for Arbitration it will be sent to a Teamster panel for review. The Teamster panel will decide if the grievance should be forwarded to Arbitration.

Section 4. General Arbitration Provisions

1. The Arbitrator shall be selected from the M.E.R.C. panel of Arbitrator rolls. Each party will have an opportunity to eliminate names from the list of Arbitrators until there is a mutual agreement for an Arbitrator.
2. The Arbitration proceeding shall be conducted in accordance with rules promulgated by the M.E.R.C.
3. It is expressly understood that grievances, dismissals or suspensions arising before the effective date of this Agreement shall not be arbitrated absent mutual agreement between both parties.
4. The parties may mutually agree to an Arbitrator outside the list provided by M.E.R.C.
5. The cost of Arbitration will be the responsibility of the losing party.
6. An award in any one case will not require retroactive adjustments in any other instance not in dispute with the case at hand.
7. The decision of the Arbitrator shall be final and binding.

Section 5.

Restrictions on the Arbitrator's authority. The Arbitrator shall have no power to:

1. Rule on an issue not authorized by the bargaining Agreement.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
3. Compensatory damages will be limited to making the employee whole.
4. Substitutes, temporary and employees on probation will not be authorized Arbitration.

Section 6.

Unauthorized strike or work slowdown.

- A. It is further agreed that in all cases of any strike, slow-down, walkout or any cessation of work, the Union shall not be liable for damage resulting from such

actions of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of stoppage or work mentioned above, it is specifically understood and agreed that the School Board during the first day of such stoppage, shall have the right to immediately discharge any employee participating in any strike, slow-down, walkout or any other cessation of work and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE VII DISCHARGE OR SUSPENSION

Section 1.

Except as provided in Article II, Section 6., the Employer shall not discharge or suspend any seniority employee without just cause, but in respect to discharge or suspension, shall give at least one warning notice of the complaint to the employee in writing, with a copy forwarded to the union. The warning notice as herein provided shall remain in the employees' file, but shall not be used for the progressive disciplinary process after 18 months from the date of issuance.

Section 2.

A warning notice need not be given to an employee before he/she is disciplined or discharged for dishonesty, drug abuse, drunkenness, carrying weapons, physically or mentally unfit, recklessness resulting in a serious accident while on duty, abuse of students, inappropriate physical contact with students and staff which may include, but is not limited to, hugging, touching, slapping, hitting, spanking, and pushing, carrying unauthorized passengers in vehicles or allowing unauthorized persons to perform their work.

Section 3.

Discharge must be by written notice to the employee and the Union. Other than probationary employees any discharged or suspended employee may file a grievance for the discharge or suspension. Three (3) day or less suspensions shall not be forwarded to arbitration but either party may request mediation if the suspension is grieved.

ARTICLE VIII SENIORITY

Section 1.

There shall be for the purpose of job preference, etc., four separate seniority classifications: Cooks. Seniority for the purpose of fringe benefits will be by total district seniority.

- A. In reducing the working force, the last employee hired shall be the first employee laid off in his respective seniority classification. In returning to work, the last employee laid off shall be the first employee re-hired in his/her respective seniority classification.
- B. Seniority shall be broken only by discharge, voluntary quit or more than a twenty-four (24) month lay-off. In the event of a layoff of less than twenty four (24) months, an employee laid off shall be given seven (7) calendar days notice of recall by certified mail to the last known address of the employee. In the event the employee fails to make himself/herself available for work at the end of said seven (7) calendar days he/she shall lose all seniority rights under this Agreement.

Employees who transfer or promote to positions within the District but outside the bargaining unit shall continue to accumulate seniority for a period not to exceed six (6) months, at which point their seniority will be frozen. Upon their return to the unit, they shall be entitled to their previously accumulated seniority.

- C. A list of employees arranged in the order of their seniority shall be provided annually at the beginning of the school year to the Union steward/stewards for each classification and to the business agent. Updated lists will be provided as new employees are hired. Any controversy over the seniority standing of any employee on this list shall be referred to the Grievance Procedure for settlement. Such determination shall be made without regard to whether the employees involved are members or not. Employees have ten (10) working days to challenge the seniority posting. No challenges will be accepted after the tenth day.
- D. Should an employee be hired during June, July and August and offered a regular position, this employee will start their probationary period on the first day of school, normally the day after Labor Day. During the probationary period, no probationary employee shall be entitled to fringe benefits under this agreement, however, sick leave will accrue retroactive to the first date of probation.
- E. Non-bargaining unit members have no rights to this contract.

**ARTICLE IX
WORKING CONDITIONS**

Section 1.

- A. It shall be hereby understood by the parties hereto that the assignment of duties to any individual employee in his/her respective classification shall be vested in the Employer, consistent with the provisions outlined in this Agreement.
- B. Specific duties for all classifications within the scope of this agreement shall be outlined in writing by the employer and a copy given to the employee at the start of employment and to the steward and business agent whenever the District publishes new or revised job descriptions.

Section 2.

Employees should only be required to report to or take orders from one supervisor. Further, each employee's duty outline will include the name and/or title of his or her immediate supervisor.

Section 3.

The Employer agrees that an employee will only be assigned to fill one position within the bargaining unit as outlined in schedule A unless specifically agreed to by both the Employer and Teamsters Union.

Section 4.

The Employer agrees to the payment for the loss of personal property or insurance deductible, whichever is less, of employee, if said property is lost in the course of employment and not due to the negligence of the employee provided the employee has exhausted efforts to collect for loss through private insurance carriers. (Limit \$250)

Section 5. Mileage

Employees shall be paid at the IRS mileage rate for use of their personal vehicles when such vehicle is used for the school system's convenience. Use of said vehicle shall be on a voluntary basis.

**ARTICLE X
PREMIUM PAY**

Section 1.

All hours worked over forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay and for hours worked on holidays as provided for in the contract.

ARTICLE XI JOB BIDDING

Section 1.

Job posting and bidding will be established in each classification. Vacant positions will be posted for a minimum of (5) working days in each building or work station. Positions vacant in between the window openings will be open for bid at the next bid window opening. Bids will be awarded by seniority during the appropriate window opening for bids in each classification. Seniority in one classification does not apply in another classification. A position vacant between bid windows may be filled temporarily by the superintendent until the next bid window opening. Temporary employees will not be entitled to seniority. Bargaining unit members in one classification may be considered by the board of education in another classification if the employee is considered to be qualified by the board of education. The board of education reserves the right to fill the vacant position with the person who the board considers the most qualified for the position.

Section 2.

The Board's purpose is to fill a vacancy with the most qualified candidate as determined by the board of education. Vacant positions will be awarded to the candidate with the highest qualifications. If qualifications are equal between bargaining unit employees and non bargaining unit employees, the board will award the position to the equally qualified bargaining unit member with the most seniority.

Section 3.

The Superintendent may use employees in one classification as substitutes in another classification provided the employee has requested to substitute and provided it does not interfere with the employee's regular work schedule. Substitute time may be considered by the Superintendent in determining an employee's qualification for employment in another classification.

ARTICLE XII EQUIPMENT, ACCIDENTS AND REPORTS

Section 1.

The Employer shall not require employees to take out on the streets, or highways, any vehicle that is not equipped with the safety appliances in safe operating condition as prescribed by law.

Section 2.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. 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 employees to disciplinary action by the Employer.

Section 3.

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 take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by the mechanical department or supervisor.

Section 4.

Failure to respond on the above sections will be subject to the grievance procedure.

**ARTICLE XIII
MILITARY CLAUSE**

Section 1.

Employees enlisting or entering the armed forces of the United States, pursuant to the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

**ARTICLE XIV
LEAVES OF ABSENCE**

Section 1.

Any employee desiring an unpaid leave of absence from employment shall secure written permission from the Superintendent. If the leave is approved, the Superintendent will send a copy of the approval to the Union. During the period of the unpaid leave of absence, the employee will not use the days for gainful employment, recreation or vacations. Failure to comply with this provision shall result in the complete loss of seniority rights and shall be subject to discipline, including discharge. The employee (unless the employee is eligible for leave under the Family and Medical Leave Act) will compensate the Employer on a daily rate for the medical premiums paid by the Employer during the unpaid leave of absence. The inability to work because of a proven sickness or injury shall not result in the loss of seniority rights for one year from the date of illness or injury. Seniority will be frozen during the period of unpaid absence. After one year, the position will be declared vacant and posted according to the terms of the contract.

Section 2.

The Employer agrees to grant necessary and reasonable time off, without pay without discrimination or loss of seniority rights without pay, not to exceed seven (7) days per year, for any two members of the bargaining unit at any given time designated by the union to attend a Labor Convention, or serve in any capacity on other official union business, provided forty-eight (48) hours written notice is given to the employer by the union.

Section 3. Bereavement Days

- A. All employees may use up to (5) sick days for bereavement days for deaths in the immediate family. Immediate Family is defined as spouse, children, grandchildren, brother, sister, parents, grandparents and parent-in-law, brother/sister-in-law except that a relative living in the same household may, for the purpose of this section, be considered as of the immediate family. Two (2) of the sick days will not be chargeable to the employee's sick day bank.
- B. All employees may use up to five (5) sick days for illness in the immediate family. The employer may require verification of illness. Immediate family includes spouse and children.

Section 4. Jury Duty

Jury Duty leave shall be allowed to employees. Such leave shall be allowed without loss of pay. The employee will turn over any pay earned for serving on Jury Duty to the District. If the Jury Duty pay exceeds the employee's school district pay, the difference may be kept by the employee.

Section 5. Maternity Leave

The Employer will grant a leave of absence for maternity without pay upon written request for such leave. This leave will be for thirty (30) days. The employee may request an extension for a second thirty (30) days. The employee may use earned sick days and or earned vacation days for pay during this leave.

Section 6.

The Family Leave Act will commence on the first day of maternity leave for a duration not to exceed twelve (12) weeks or the time specified in the law. After twelve (12) weeks, the employee will be responsible for the payment of medical insurance premiums.

ARTICLE XV SICK LEAVE

Section 1.

Cooks shall accrue 1 paid sick day on each of the following dates: First student day, November 1, first work day in January, March 1, and May 1. Employee must earn the sick days before they are available for use.

Section 2.

For absences of three (3) consecutive workdays or in instances where there is a pattern of sick leave abuse, a certificate of inability to work, by reason of illness, from a licensed physician, or other health officer designated by the Employer, and other such evidence of the illness and inability to work as the Employer may deem necessary may be required as evidence of the illness before compensation for the period of illness is authorized. Compensation will not be authorized for illness related to alcohol or other substance abuse related illness.

Employees returning from such leave shall provide proper medical verification of their ability to fully assume their job responsibilities and may be required to pass a fit for duty physical and other work-related tests as needed prior to returning to active status. Employer directed tests will be paid for by the employer.

Section 3.

In the event of death of any regular school employee, fifty (50%) percent of all unused sick leave days shall be paid to the spouse. Sick and personal days are to be posted during September and March of each year, unless reported on the employee's payroll check.

Section 4.

Sick pay will be computed based on the employee's regular scheduled work day. Overtime will not add to an employee's sick day bank.

Section 5.

The Family Medical Leave Act will commence on the first day of sick leave not to exceed twelve (12) weeks or the time specified in the law. After twelve (12) weeks, employees on unpaid sick leave will be responsible for the payment of medical premiums unless the employee is on Workers' Compensation.

**ARTICLE XVI
ABSENCE FROM WORK**

Section 1.

Employees that are unable to report for work for any reason must notify the supervisor at least eight (8) hours prior to their scheduled starting time except in an emergency the employee must notify his/her supervisor at least one (1) hour prior to his/her starting time.

**ARTICLE XVII
PHYSICAL EXAMINATIONS**

Section 1.

All new employees shall have a physical examination by the Employer's doctor prior to the first (1st) day of work. This examination will include a screening for the use of substances (drugs/alcohol). Existing employees may be required to have a physical examination (which may include a test for suspected use of alcohol/drugs as prescribed by Federal, State Laws and Board Policy) at the Employer's expense. Employees will be required to comply with Tuberculosis testing requirements at the Employer's expense.

**ARTICLE XVIII
HOLIDAY PAY**

Section 1.

All cooks shall receive the following paid holidays: Thanksgiving, Good Friday, and Memorial Day.

Section 2.

Holiday pay will be figured at one day's regular pay. In the event that any of the above holidays fall on Saturday, the employees shall work Monday through Friday and receive holiday pay.

**ARTICLE XIX
VACATIONS****Section 1.**

The four employees receiving 7 vacation days are: Carol Balla, Faye Kinnee, Kathleen Maro, and Denise Slone provided they remain in the top four positions with the most working hours. As these four above-named employees leave the district, no one else will receive or be eligible for vacation pay.

Section 2.

Employees who are eligible for vacation pay shall receive pay based on their regular work schedule. Eligible Cooks opting to use their accrued vacation during the school year, will only receive the unused portion of their vacation pay at the end of the year.

Section 3.

The computation of vacation for eligible employees shall be based on a July 1 to June 30 school year. New hires eligible for vacation will have their first years vacation prorated on the time worked through June 30th of their first year of employment. Overtime will not be computed in the payment of vacation pay.

**ARTICLE XX
WORKERS' COMPENSATION****Section 1.**

The employer shall provide Workers' Compensation for all employees covered by this agreement in accordance with the Michigan Law. All employees injured on the job shall be covered as follows:

- A. Seniority shall continue under Workers' Compensation.
- B. The employer shall continue to pay the employee's full hospitalization, life insurance, dental, and optical for twelve (12) months during said injury.
- C. Any employee who is covered by sick days may use approximately 1/3 of a sick day for each day of injury in order that said employee can draw a full weekly pay check as if worked.

**ARTICLE XXI
MEDICAL & LIFE INSURANCE**

Section 1. Term Life

The Board of Education will provide term life insurance for employees as follows:

- A. Full-time employees\$25,000
- B. Regular part-time employees\$15,000
- C. Part-time employees \$10,000

Section 2. Medical

- A. Beginning with the 2010-2011 contract the Board of Education agrees to pay only to those who received it during the 2009-2010 contract, an amount for health insurance not to exceed: \$500 per month for single coverage, \$1120 per month for 2-person coverage, and \$1240 per month for full family coverage.
- B. Employees working less than forty (40) hours per week, but not less than twenty (20) hours per week shall have a prorated amount paid toward their medical insurance premium for the year.
- C. Employees working less than twenty (20) hours per week shall be authorized to participate in the district's medical insurance plan at the employee's expense.
- D. The Board agrees to pay the following if the employee chooses to not participate in the medical coverage.
 - a. Full-time employee:
 - 1. Single \$75.00 a month
 - 2. Employee & spouse \$90.00 a month
 - 3. Full family \$105.00 a month
 - b. Regular part-time employee:
 - 1. Single \$45.00 a month
 - 2. Employee & spouse \$55.00 a month
 - 3. Full family \$65.00 a month

Section 3.

Overtime will not be used to determine the employee's status for the medical and term life insurance coverage. Employees on unpaid leave of absence will be required to reimburse the school district for the premium paid to sustain their medical and term life insurance coverage while on unpaid leave.

Section 4.

Part time employees hired after November 4, 1998, will not receive insurance benefits until they reach full-time status.

**ARTICLE XXII
DENTAL AND VISION INSURANCE**

Section 1.

The district will provide vision and dental insurance equivalent to what the employees received in 2009-2010.

Section 2.

If an employee is absent because of illness or off the job injury and notifies the employer of the illness or injury, the employer shall continue to make the required contributions for a period of (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contribution for a period not to exceed (12) months from the date of the injury.

Section 3.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence, sufficient funds to pay the required contribution.

Section 4.

Notwithstanding, anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of the contributions to the welfare fund, in accordance with the rules and regulations of the trustees of such fund and after a seventy-two (72) hour notice has been delivered to the Employer by a local Union official, the Union shall have the right to take such action as it deems necessary to collect such delinquent payments, and it is further agreed that the Employer shall be responsible for the losses of the employees resulting thereof.

Section 5.

By the execution of this Agreement, the employer authorizes the employers associations who are signatories to collective bargaining agreements with the Teamsters unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such fund and to designate the employer trustee under such trust agreements, hereby waving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

ARTICLE XXIII

RETIREMENT BENEFITS

Section 1.

The Employer agrees to pay the amount legally required by the State's school retirement program for all employees covered by this Agreement.

Section 2.

The Employer will reimburse all employees with ten (10) years of seniority for unused sick leave upon retirement at regular wages not to exceed \$1,000.

ARTICLE XXIV COOK RELATED CLASSIFICATION

Section 1.

All cooks will report directly to the Food Service Supervisor or head cook if designated by the supervisor.

Section 2.

The Food Service Managers shall be responsible for the establishment of the number of hours required for the operation of the kitchen.

At the beginning of each semester, the number of hours worked in each kitchen during the previous semester, shall be basis for establishing a temporary work schedule. One week after the school attendance count, the Food Service Manager will post all building kitchen staff positions and hours. Positions will be bid and filled by seniority.

If, during the semester, a material change in operation causes an increase or decrease of more than thirty (30) minutes in a position, another bid posting shall be required. Changes will be discussed with the Steward prior to the posting. Working hours will not be arbitrarily changed.

Section 3.

Cooks working 6.5 hours will be considered full time for benefit consideration. All part time cooks shall work a minimum of four (4) hours a day.

Benefits:

There will be no reduction in benefits for Carol Balla, Faye Kinnee, Kathleen Maro, and Denise Slone provided they remain in the top four positions with the most working hours. As these four above-named employees leave the district, no one else under 6.5

hours will be eligible for benefits.

Section 4

The Food Service Supervisor at the end of each semester will assign cooks for clean up.

Section 5

Cooks may be required to attend work related meetings or workshops unless excused by the Food Service Supervisor. The cook will be paid their regular hourly rate of pay for the time spent at these meetings.

Section 6

Kitchen helpers may be employed by the district to assist cooks with non-cooking related duties in the kitchen.

Section 7

Incidental overtime will be first offered and rotated amongst employees at the location requiring the overtime. Scheduled overtime will be rotated amongst all cooks. When all cooks have the opportunity to work, no overtime hours will be charged.

ARTICLE XXV WAGES

Section 1.

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hourly rate, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

All employees hired after July 1, 2004, are required to use direct deposit for 100% of their net pay.

Section 2.

It is understood that there is no retroactive wage adjustment for employees no longer working for the District at the time of this contract ratification.

Section 3.

Terms of this contract are for two (2) years.

ARTICLE XXVI SEPARABILITY AND SAVINGS CLAUSE

Section 1.

If an article or section of this Contract or any addendum thereto should be held invalid by law or by any other tribunal of competent jurisdiction, or if compliance with or enforcement of article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any addendum thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

Section 2.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall promptly enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands.

ARTICLE XXVII TERMINATION CLAUSE

Section 1.

This Agreement shall be in force and effect from July 1, 2010 to and including June 30, 2012, and shall continue in full force and effect from month to month thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice, at least (60) days prior to June 30, 2012 or June 30 of any subsequent contract year advising that such party desires to continue this agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

It is further agreed by the parties hereto that upon receiving proper cancellation or amendment notice to this agreement, the parties agree to start negotiations before the

expiration or amendment date of this agreement.

Section 4.

In the event of an inadvertent failure by the union or employer to give notice set forth in Section 1, 2 and 3 of this Article, such party may give notice at any time prior to the expiration or automatic renewal date of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2010, effective July 1, 2010.

**CROSWELL-LEXINGTON
COMMUNITY SCHOOLS**

TEAMSTERS LOCAL 214

SCHEDULE "A"

COOKS		2009-2010
Start		10.94
1st Year		11.93
2nd Year		12.27
3rd Year		12.66
Kitchen Helper		9.44
Head Cook	Secondary	.46
	Elementary	.25