

AGREEMENT

between the

PAW PAW PUBLIC SCHOOLS

119 Johnson Road
Paw Paw, Michigan 49079

and the

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

500 Hulet Drive
Bloomfield Township, Michigan 48302

FOOD SERVICE PERSONNEL

August 24, 2009-August 21, 2011

TABLE OF CONTENTS

ARTICLE 1	1
UNION RECOGNITION	1
ARTICLE 2	1
UNION SECURITY	1
ARTICLE 3	2
CHECK-OFF	2
ARTICLE 4	2
RIGHTS OF THE BOARD OF EDUCATION	2
ARTICLE 5	3
NEGOTIATIONS PROCEDURE	3
ARTICLE 6	3
NON-DISCRIMINATION	3
ARTICLE 7	3
GRIEVANCE PROCEDURE	3
STEP ONE	3
STEP TWO	4
STEP THREE	4
STEP FOUR	4
STEP FIVE	4
ARTICLE 8	5
DISCIPLINE AND DISCHARGE	5
ARTICLE 9	5
SENIORITY	5
ARTICLE 10	6
PAID SICK LEAVE	6
ARTICLE 11	8
FUNERAL LEAVE	8
ARTICLE 12	9
PERSONAL BUSINESS DAY	9
ARTICLE 13	9
LEAVES OF ABSENCE WITHOUT PAY	9

ARTICLE 14	10
WAGES AND HOURS	10
ARTICLE 15	11
HOLIDAYS	11
ARTICLE 16	11
SAFETY AND HEALTH	11
ARTICLE 17	12
JURISDICTIONAL WORK.....	12
ARTICLE 18	12
TRANSFERS AND PROMOTIONAL PROCEDURE.....	12
ARTICLE 19	13
SUBCONTRACTING.....	13
ARTICLE 20	13
GENERAL.....	13
ARTICLE 21	14
STRIKES AND LOCKOUTS	14
ARTICLE 22	14
DURATION.....	14
APPENDIX A.....	16
EXHIBIT A	18
UNIFORM ALLOWANCE ADVANCE.....	18
EXHIBIT B.....	19
NOTIFICATION OF USAGE OF PERSONAL BUSINESS DAY.....	19

AGREEMENT

between

THE PAW PAW PUBLIC SCHOOLS

hereinafter referred to as the "Board"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 324 – A, B, C, D, G, H, P, RA, S - AFL-CIO

hereinafter referred to as the "Union"

ARTICLE 1 - UNION RECOGNITION

Section 1: The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent as defined in Section II of the Act #379 of the Public Acts 1965 in the meaning of the Public Employment Relations Act for the duration of this Agreement.

Section 2: The term "employee" as used herein shall include all full time cafeteria employees, excluding supervisors.

ARTICLE 2 - UNION SECURITY

Section 1: It shall be a condition of employment that all employees of the Board covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or in the alternative elect to pay the agency shop fees for purposes of recognizing the Union as their agent. It is further understood and agreed by and between the parties to this Agreement that all employees of the Board covered by this Agreement who are not members of the Union in good standing on the effective date of this Agreement, shall, within thirty (30) days become members in good standing or agree to contribute an amount equal to the monthly dues to the Union for purposes of recognizing the Union as their agent. For those employees who are employed after the effective date of this Agreement, it is understood and agreed by and between the parties that said employees shall, either become members of the Union in good standing or in the alternative elect to pay the agency shop fees for purposes of recognizing the Union as their agent by the end of the month following date of hire.

Section 2: The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

Section 3: In the event the Union refuses to accept any person so hired as a member said person may continue in employment.

Section 4: It shall be the responsibility of the Union to notify and request the Board to terminate any employee for failure to comply with the provisions of this article.

ARTICLE 3 - CHECK-OFF

Section 1: For those employees who properly execute payroll deduction authorization cards, the provisions of which must conform to the legal requirements of such authorization cards, the Board agrees to deduct from their first (1st) paycheck each month the regular monthly Union dues or a like amount certified to the Board by the Union and remit the same to the Union on or before the fifteenth (15th) day of each month following that which deductions were made.

Section 2: The Board shall be free from any liability by reason thereof to those employees whose dues are so deducted.

ARTICLE 4 - RIGHTS OF THE BOARD OF EDUCATION

Section 1: The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative activity of its employees during the employees' work day.
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- (c) To determine work load, hours of employment, and the duties, responsibilities, and assignment of employees covered under this Agreement.

Section 2: The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board of Education, 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 hereof are not in conflict with the constitution of the laws of the State of Michigan, and the constitution and laws of the United States.

Section 3: The Board of Education has the right to change its policies, including those policies which affect salaries, fringe benefits, and other terms and conditions of employment, if

such changes do not conflict with the express terms of the Agreement.

ARTICLE 5 - NEGOTIATIONS PROCEDURE

Section 1: If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Section 2: The Union agrees to indemnify and save the Board, and including each individual school board member, all administrators and supervisors, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

ARTICLE 6 - NON-DISCRIMINATION

Section 1: The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of religion, race, color, national origin, age, sex, height, weight, or marital status.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as an alleged violation of the meaning, interpretation or application of a specific article or section of this Agreement.

Section 2: If any grievance arises, there shall be no stoppage or suspension of work because of such grievance.

Section 3: If the timeline straddles the summer period the parties will mutually agree to the summer timeline to be used for the grievance procedure after taking into account the planned vacations of the various individuals.

Section 4: STEP ONE. Any grievance or complaint shall be discussed with the supervisor for settlement. Any employee or group of employees who have any grievance may be accompanied by their steward, if so desired, and must submit it to the supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The supervisor shall investigate and advise the grievant of the disposition of the complaint within two (2) regularly scheduled working days after it has been made to him/her. Any grievance filed without this initial informal conference or not filed within five (5) working

days of the occurrence shall be considered by all parties as null and void. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply:

Section 5: STEP TWO. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and must be presented to the supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which it is based. The supervisor shall give a written answer to the aggrieved employee within two (2) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or Union steward shall so indicate it in writing, giving one (1) copy of the settled grievance to the supervisor.

Section 6: STEP THREE. If the grievance has not been settled at Step Two and if it is to be appealed to Step Three, a written notice of such appeal must be served upon the Superintendent or designated representative within two (2) regularly scheduled working days after receipt by the steward and/or the employee of the supervisor's Step Two answer. The Union's representative and the Superintendent and/or designee shall meet to consider the grievance within ten (10) regularly scheduled working days after the Superintendent receives notice of appeal to this Step. The Superintendent or designated representative shall give the Union's representative a written answer to the grievance in triplicate within five (5) regularly scheduled working days after the date of such meeting.

Section 7: STEP FOUR. If, at this point, a grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to the Board of Education provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Board's Step Three answer. If the grievance has not been submitted to the Board of Education within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. The Board of Education shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the Board of Education in their judgment to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. All presentations of grievances under this step shall be made to the Board of Education in an executive session at which both the employee and his/her representative or representatives and the administrators or supervisors concerned are present.

Section 8: STEP FIVE. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration rules, then obtaining, providing such submission is made within fifteen (15) calendar days after receipt by the Union of the Board of Education's Step Four answer. If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the

American Arbitration Association shall be shared equally by the Board and the Union.

Section 9: Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Union. If the Board fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

- (a) It is understood and agreed that the time limits specified in this grievance procedure may be extended by agreement between the Board and the Union.
- (b) It is understood and agreed that any step of the grievance procedure may be waived by agreement between the Board and the Union.

Section 10: The power of the arbitrator stems from this Agreement and his/her function shall be limited to deciding whether a specific article or section of the Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authorities of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement.

Section 11: If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, the employee shall be reinstated with up to full reimbursement of all wages lost as stipulated by the arbitrator.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

Section 1: Discipline, suspension and discharge shall be only for just and stated causes. The Board shall notify the employee and the Union of such action within five (5) days of the occurrence. Documented verbal warnings and written warnings shall be removed from any employee's personnel file after twelve (12) months. The employer shall provide copies of all discipline to the chief steward.

ARTICLE 9 - SENIORITY

Section 1: All new employees will be on probation for up to six (6) months, not including July or August. The Board shall have the right to terminate a probationary employee, in its sole discretion, without that employee having recourse to the grievance procedure. Probationary employees shall have all of the benefits of this Agreement, including the wage scale, during the probationary period.

Section 2: Seniority shall start from date of hire.

Section 3: Employees shall be laid off, recalled or demoted according to their seniority in

their classification. During a layoff, a reduction or increase in hours, an employee in the classification of cook, baker or driver, may displace a kitchen aide classification employee providing such employee has more seniority and the necessary qualifications and ability to perform the duties of the job involved. When the layoff, reduction, or increase is complete, the most senior employee within each classification shall have the same or more regularly scheduled hours per day than the next senior employee. Recall shall be done according to seniority of layoff.

Section 4: When extra work or help is needed, as deemed by the supervisor, employee(s) will be called in according to seniority list, before substitutes are used.

- (a) Extra work is the time before and after the employee's regularly scheduled work day. Call in shall occur for unscheduled work or an emergency beyond the normal day.
- (b) If an employee wishes to be included in the call in process, the employee will submit his/her name for the call in list. The initial submission shall be at the meeting prior to the start of the school year. If there is not a meeting, the employees will be given written notice in how to sign up prior to the start of the school year.
- (c) Any changes that an employee wants to make during the school year (being added or removed from the list) shall be made in writing to the Food Service Supervisor.
- (d) The current call in list will be sent to each lead kitchen worker to post at that kitchen location.
- (e) If a person makes a change and a new list is not received within one (1) week, the worker should follow up with the Food Service Supervisor.

Section 5: An employee will lose his/her seniority for the following reasons:

- (a) Employee resigns.
- (b) Employee is discharged for cause.

Section 6: An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire, employee's location and classification.

ARTICLE 10 – PAID SICK LEAVE

Section 1: Sick leave shall be granted to employees in case of necessary absence due to personal illness or disability.

- (a) In addition, sick leave may be used for illness in the immediate family to include spouse, children and parents which necessitates the employee's presence. The purpose of this section is to provide the employee an opportunity to care for illness in the immediate family in case of emergency. Unless such illness is serious or critical the employee is expected to make arrangements for the care of a family member following the first forty-eight (48) hours of such illness. Absences for serious or critical occurrences are limited to fifteen (15) days per year per family member.
- (b) Sick leave may be used for doctor and dental appointments for the employee and eligible family members if these appointments cannot be scheduled during free time. Time for these appointments shall be deducted from earned sick leave.

Section 2: The Board may require that an employee who has been absent due to illness in excess of five (5) working days present medical certification of his/her physical and mental ability to continue working. In addition, the Board reserves the right to ask for medical certification whenever the employee's attendance record is of a concern to the Board.

Section 3: Sick leave shall be earned at one (1) day per month worked. Full year employees will earn twelve (12) days per year. Ten (10) month employees will earn ten (10) days per year. Sick leave will be prorated for employees who are hired or terminate employment during the contract year. Employees will earn sick leave starting at date of hire.

- (a) Sick leave will be credited to all employees at the beginning of each contract year. At the end of the contract year no more than the maximum accumulation of one hundred (100) days will be carried over into the next contract year.
- (b) For purposes of bookkeeping the days will be converted to hours.
- (c) Sick leave may be taken in hourly segments.
- (d) Employees may use sick leave while on Workers' Compensation but the employee will not earn sick leave while receiving Workers' Compensation benefits. The employee will be charged sick leave for only that portion which is not paid for by Workers' Compensation.

Section 4: An employee's total sick leave accumulation, including the days granted at the beginning of each school year, is immediately and entirely available for use by the employee. See Section 3 above for restrictions.

Section 5: Unused sick leave shall accumulate to a maximum of one hundred (100) days. Upon retirement or resignation, employees shall be eligible to cash out a portion of their accumulated sick leave at the following rates:

7 or more hours	\$10.00 per day
3-6.9 hours	\$5.00 per day

Section 6: If an employee's hours regularly change at certain times during the year (i.e. summer recess) such increase or decrease shall be considered and prorated when computing the amount of sick leave for which the employee is eligible.

Section 7: Each employee will receive, at the beginning of each contract year, a notice which will state the number of sick leave hours which have been accumulated and the sick leave granted for the forthcoming year by the employee.

Section 8: An employee shall receive a sixty (\$60.00) dollar bonus if the employee uses no sick leave from the beginning to the end of each contract year (which is the Sunday before school starts in the fall).

Section 9: Employees who carry short term disability may utilize accumulated sick leave days during the waiting period required by the short term disability program, and may freeze remaining accumulated sick days once the waiting period has been satisfied.

Section 10: An employee who is under the care of a physician or is on medication may be required by the Board to have periodic medical checks. A record of these reports will be kept in the Central Office.

ARTICLE 11 – FUNERAL LEAVE

Section 1: Funeral leave shall be granted to the employee, without loss of pay, to attend the funeral of immediate family, relatives, or close friends.

- (a) A leave of up to five (5) working days shall be granted for the employee's present spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, grandparents and step grandparents, parents-in-law, brother-in-law, sister-in-law. The employee will be released from work the first two (2) days. The following three (3) days will be deducted from sick leave.
- (b) A leave of one (1) day, deducted from sick leave, shall be granted for other relatives and close friends. A maximum of five (5) days per year is allowed under this section.

Section 2: Additional time off without pay may be granted on an individual basis.

Section 3: The Board may ask for documentation to support the employee's request for funeral leave.

Section 4: In case a building is closed due to a funeral and other buildings remain open, the staff in that building can request to work their regular hours in another building, first as substitutes, or if none are needed, then in other duties (cleaning, organizing, etc). Employees can

choose to be off without pay.

ARTICLE 12 – PERSONAL BUSINESS DAY

Section 1: Employees shall receive one (1) personal business day per year. Approval will be in accordance with the following conditions.

- (a) The employee makes application on a form provided by the Board (see Exhibit B) five (5) days prior to use of the personal business day. Emergencies will be considered on individual merits by the Superintendent or designee.
- (b) The day shall not be used the day prior to or the day following a vacation period or holiday. Exceptions may be granted by the Superintendent or designee.
- (c) Employees do not have to state a reason for the personal business day request.

Section 2: Days may be used in half-hour increments if approved by the central administration.

Section 3: The immediate supervisor may recommend to the superintendant or designee to deny an employee's request for personal business if the employee cannot be spared from work. If such a request is denied, the employee will have the option of rescheduling the day or being paid at his/her rate of pay or the sub rate, whichever is less. This pay will be in addition to his/her regular pay.

Section 4: At the end of the contract year (which is the Sunday before school begins in the fall) unused personal business days will be added to the employee's accumulated sick leave. Employees who have maximum sick leave accumulation will be paid for unused days at their regular daily rate.

ARTICLE 13 – LEAVES OF ABSENCE WITHOUT PAY

Section 1: Leaves of absence without pay and without benefits must be requested in advance and in writing from the employee. In emergency situations advanced notice may be waived, however the employee must give notice as soon as possible. The Board may grant extensions, on an individual basis, to any sections of this article upon written request by the employee. Leaves beyond one (1) year will freeze the employee's seniority, longevity, and anniversary date.

- (a) Leaves may be granted for:
 - (1) Personal reasons for a period not to exceed thirty (30) days in one (1) school year providing the employee can be spared from work.
- (b) Leaves shall be granted for:

- (1) Recovery from personal illness, accident, or Workers' Compensation injury. The Board can require a medical certificate of the necessity and continuance of such absence. The duration of such leave may be limited to a total of one (1) year during a two (2) year period excluding days the employee was paid.
- (2) Child care leave of up to one (1) year. Adoption of a child may receive a similar leave.
- (3) Family and Medical Leave Act (FMLA) of 1993 as currently amended. Currently a FMLA leave is limited to twelve (12) weeks. Employees may request information on the FMLA from the Central Office.
- (4) Employees who enter the military service by draft or enlistment shall be granted a leave of absence for that period, and at the conclusion of such leave of absence, shall be reinstated in accordance with all applicable provisions of the Selective Service Training Uniformed Service Employment and Re-employment Rights Act and other law(s) in effect. The employee must make written request for such leave immediately upon receiving their order to report for such obligation.
- (5) Employees elected or appointed to full-time office in the Union, for the term of such office, which requires the employee's absence from his/her work. The employee shall accumulate seniority during his/her term of office and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights.

Section 2: Leaves of absence will not be given for the purpose of enabling the employee to work for another employer, except as authorized in Section 1, subs (4) and (5), or to engage in any form of self-employment. Any employee who obtains a leave of absence by misrepresenting the purposes thereof may be discharged.

ARTICLE 14 – WAGES AND HOURS

Section 1: The job classification and applicable rates of pay are set forth in Appendix A attached hereto and shall remain in full force and effect for the duration of this Agreement.

Section 2: For the purpose of this Agreement, the week shall be the work week (five [5] days) and the day shall be the work day.

Section 3: Time and one-half shall be paid for all time worked in excess of forty (40) hours in one (1) work week.

Section 4: The Board is not obligated to assign or schedule work that, when combined with other bargaining units work, the total hours exceed forty (40) hours in one week.

Section 5: Whenever an employee is called to work the employee shall receive pay for actual time worked or a minimum of two (2) hours of pay at his/her straight-time hourly rate, whichever is greater.

Section 6: The Board recognizes the need for periodic cleaning of equipment. The supervisor shall evaluate the cleanliness of the kitchen(s) and all equipment. If the supervisor determines that necessary cleaning cannot be done during the regular work day, the supervisor may schedule cleaning time to coincide with, but not limited to, days when students are not in attendance.

Section 7: The supervisor will maintain a list of employees willing and qualified to substitute for other employees who are absent. The employee is responsible to notify the supervisor of any changes as to availability or unavailability to substitute. Failure to remove one's name from the list may, at the supervisor's option, require the employee to substitute in the absent position. The absence will be first filled by employees in that building. Next the supervisor will fill the absence by the most senior person employed at other buildings who is on the list. The employee must be capable and qualified to perform in that absent position.

ARTICLE 15 - HOLIDAYS

Section 1: Employees covered by this Agreement shall be entitled to their normally scheduled hours pay for the following holidays even though no work is performed: Thanksgiving Day, day after Thanksgiving, (one-half [½] day pay for) Christmas Eve, Christmas Day, Good Friday (the Friday during Spring Break if school is in session), Memorial Day; provided that the employee works the last scheduled work day before the holiday and the scheduled work day following the holiday. If an employee is ill prior to or following a holiday, the period of illness shall be considered as work days. In addition, employees will receive pay for Martin Luther King, Jr.'s birthday if the State of Michigan mandates that school will be closed.

- (a) During the school year, if an employee retires in MSPERS system during a holiday break period, the district will waive the requirement that he/she must return to work the day following the break in order to be paid the holiday pay. For example, if someone works the last day before winter break and retires in MSPERS on December 31, the district will pay the ½ day before Christmas and the Christmas holiday pay.

Section 2: The "normally scheduled hours" in Section 1 will be determined by averaging the hours per day that each employee has worked to date for the school year.

ARTICLE 16 - SAFETY AND HEALTH

Section 1: As a condition of employment, all employees may be required to satisfactorily pass a pre-employment physical examination and, following employment, may thereafter be

required to satisfactorily pass an annual physical examination given by a physician designated by the Board. Employees shall also be required to satisfactorily pass examinations for tuberculosis as prescribed in the Michigan School Law. The aforementioned examinations shall be at the expense of the Board.

Section 2: Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved. Employees shall be required to fill out report forms made available by the Board.

Section 3: The Board shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protective devices or equipment as is reasonably required thereby. Every employee shall observe all safety rules and shall use such safety devices or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action including discharge.

Section 4: The employee shall take reasonable measures in order to prevent and eliminate any present or potential job hazards which they may encounter at their places of work. The employee will also be expected to inform the supervisor in writing of any such job hazards as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The supervisor shall make an investigation and will make a written report, a copy to be sent to the Union representative and a copy to the Superintendent of Schools.

ARTICLE 17 - JURISDICTIONAL WORK

Section 1: Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency, except nothing contained herein shall preclude non-bargaining unit employees from performing bargaining unit work to the extent that is presently being done.

Section 2: The supervisor shall not replace an employee, but may assist during the employee's work hours.

ARTICLE 18 - TRANSFERS AND PROMOTIONAL PROCEDURE

Section 1: During the school year, notice of all permanent vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given three (3) school days time in which to make written application. During the summer months, the Board will post vacancies on June 15, July 1, July 15, August 1 and August 15. It will be the responsibility of each employee to check for job postings. The union steward may act on behalf of the employee, but it shall still be the employee's responsibility to check job postings during the summer months. The senior employee making application shall be transferred to fill the vacancy or new position, provided

the employee has the necessary qualifications and ability to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work, the starting date, the rate of pay, the hours to be worked, and the classification.

Section 2: Any employee temporarily transferred shall be paid either the rate of the position from which he/she is transferred, or the rate of the position to which he/she is transferred, whichever is higher. An employee transferred to a supervisory position (temporary) shall receive seventy-five (75) cents per hour additional pay for such hours worked.

Section 3: Temporary transfers to fill new jobs or permanent vacancies shall be for a period of no longer than thirty (30) days of transfer (extensions may be allowed based on mutual agreement).

ARTICLE 19 – SUBCONTRACTING

Section 1: Notwithstanding any other provision of this Agreement; the Board reserves unto itself the right to subcontract that work which it does not have the manpower, equipment, or facilities to perform or to subcontract that work for reasons based on economy, efficiency and/or quality of work product.

Section 2: In the event the Board, in its sole discretion, determines that it is necessary to subcontract bargaining unit work, which will result in the reduction of such bargaining unit work, the Board will meet with the Union prior to finalizing the decision to subcontract and will present the reasons for the subcontracting, the cost savings projected for the subcontracting, and will give the Union members the opportunity to negotiate for the work, and to negotiate relative to the impact of the subcontracting on the employees and the Board.

Section 3: The Board reserves the right to determine the means of performing any work.

Section 4: The Board agrees that it will not subcontract for the sole purpose of discriminating against the Union.

ARTICLE 20 - GENERAL

Section 1: Employees shall be required to keep the Board informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his/her last address on record with the Board shall constitute notice to the employee of the contents of such communication.

Section 2: After presentation of proper credentials to the Superintendent or designated representative, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be

detrimental to the management and function of the school and its students.

Section 3: The Board will pay each employee 100% of the employee's daily rate for two (2) "Act of God" days if the employee does not report to work and school is not in session.

Section 4: The cost of the preparation of this Agreement will be borne equally by the parties.

Section 5: This Agreement supersedes and cancels all previous Agreements between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 6: A committee composed of the business agent, one (1) union steward, two (2) union volunteers, the Business Manager and Board representatives will meet as needed to discuss problems of mutual concern.

Section 7: Employees agree to participate in electronic direct deposit of payroll checks.

ARTICLE 21 - STRIKES AND LOCKOUTS

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or any other concerted interference with the operations of the Board. The Board agrees that it will not lock out the employees.

Section 2: Any employee, group of employees or union steward who instigates, aids or engages in a strike, slowdown or any other concerted interference with the operations of the Board may be disciplined or discharged within the sole discretion of the Board.

ARTICLE 22 - DURATION

Section 1: This Agreement shall become effective as of the 24th day of August, 2009, and shall remain in full force and effect until the 21rd day of August, 2011, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 24th day of May, 2009.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 324
324 – A, B, C, D, G, H, P, RA, S – AFL-CIO
500 Hulet Drive
Bloomfield Township, Michigan 48302
P: 248-451-0324

PAW PAW PUBLIC SCHOOLS
119 Johnson Road
Paw Paw, Michigan 49079
P: 646-657-5511

John M. Hamilton
General Vice President and Business Manager

Steve Minella
President

Dan Ringo
Recording-Corresponding Secretary

APPENDIX A

Section 1: The following minimum rates of pay shall be established and remain in effect for the duration of this Agreement.

Classifications	2010/2011		
	Start	1 Year	2 Years
Kitchen Aide	\$10.05	\$10.56	\$10.68
Driver Food Handler	\$11.00	\$11.31	\$11.43
Cook/Baker	\$11.00	\$11.31	\$11.55

* For 2009/2010, a \$125 bonus to each actively employed member as of 6/14/2010 to be paid the 1st full pay period following ratification by both parties.

* If an employee is promoted from Kitchen Aide to either Driver, Food Handler, or Cook and/or Baker, the employee will be required to serve a probationary period of twenty-five (25) working days at the probationary rate. Employees unable to successfully complete their secondary probationary period shall return to their former position without loss of wages, benefits or seniority.

Kitchen aides transferred to another kitchen aid position shall have ten (10) working days to return to their former position without loss of wages, benefits or seniority. The employer will temporarily fill the original positions until the end of the trial period and before the position is posted.

Section 2: Lead Position for Each Building. There shall be a lead person for each building. The lead position will be paid a \$0.25 per hour premium. The initial person to fill these positions shall be chosen by the employer with successive vacant lead positions posted. Duties as mutually determined.

Section 3: Longevity

5 Years	.15
10 Years	.20
15 Years	.25
20 Years	.30
25 Years	.35

Section 4: Special Dinners

Wage: Employee's hourly rate Assignment of personnel for special dinners shall be by seniority and qualification and shall be divided as equally as possible in order to rotate the assignments among members of the unit.

- (a) If special dinners or banquets are to be staffed with the supervisor, at least one (1) employee shall also work and shall be paid at the employee's regular hourly rate. The supervisor shall determine the number of staff needed.

Employees, in order of highest seniority, shall have the right of first refusal for working special dinners, until it is determined by management that the minimum number of employees needed for the special dinner is reached. The head cook must work the special dinner, but may leave after his/her job is done.

- (b) Under certain circumstances volunteers may be solicited from the Union to work without pay. Each separate occasion must be discussed with the Union steward(s).

If volunteers are not available, the necessary number of employees will be hired at their regular hourly rate.

Section 5: Uniform Allowance

- (a) The Board agrees to provide payment as noted below for the purchase of uniforms for members of the unit. The color will be agreed upon by the supervisor and the employees by the end of the school year.

- 1. Employees working two and one-half (2-1/2) or more hours per day: \$200.00/yr
- 2. Employees working less than two and one-half (2-1/2) hours per day: \$100.00/yr

- (b) To qualify for the uniform allowance, the employee must be employed and working by October 1 of the school year.

- (c) The Board may provide to each employee an advance of approximately \$50.00 to \$60.00 for the purchase of allowable items under the uniform allowance. The Board will provide a form (see Attachment A) which must be signed by the employee and be kept on file in the Central Office. Receipts of purchase must be returned to the Central Office. The balance of the uniform allowance will be reimbursed to the employee when receipts are submitted.

- (d) If the employee is hired after October 1, and therefore does not qualify for the uniform allowance:

- 1. After his/her 30 work-days anniversary, the district will provide 2 generic T-shirts for the new employee.
- 2. After his/her 6 month anniversary, the district will provide 2 uniform shirts for the employee.

Section 6: It is agreed between the parties that the classifications of Cook and/or Baker do not preclude either of these individuals from carrying forth the responsibilities of cooking and baking.

EXHIBIT A

UNIFORM ALLOWANCE ADVANCE

I, the undersigned, have received a uniform allowance advance in the amount of \$_____ on this date, _____, as per APPENDIX A, Section 4, Uniform Allowance; sub (a), and agree to present receipt for purchase of allowable items to the Central Office as soon as possible.

It is further understood that if a receipt is not presented within two (2) pay periods, that the money advanced will be deducted from subsequent pay checks.

Signature

Date

EXHIBIT B

NOTIFICATION OF USAGE OF PERSONAL BUSINESS DAY

Name: _____

Date to be taken: _____

I acknowledge that this Personal Business Day* is not being taken for any purpose prohibited by ARTICLE XII, Section 1 of the AGREEMENT.

Signed: _____

Date submitted to immediate supervisor (Food Service Supervisor): _____

Food Service Department Use:

Immediate supervisor (Food Service Supervisor) to review for possible conflicts as per contract language and submit to Central Administration with any potential conflicts noted below:

Date

Signature

Central Office Use:

Determination of Central Office (Executive Director Business Operations):

_____ Approved _____ Denied (if denied, reason to be given)

Date

Signature

*May utilize "day" in one-half (1/2) hour increments if approved by Central Administration.