



AGREEMENT

BETWEEN THE

UTICA COMMUNITY SCHOOLS

AND THE

**UTICA FOOD SERVICE CHAPTER
LOCAL 1664**

JULY 1, 2012 TO JUNE 30, 2015

NONDISCRIMINATION

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act, it is the policy of Utica Community Schools that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any instructional opportunities, programs, services, job placement assistance, employment or in policies governing student conduct and attendance. Any person suspecting a discriminatory practice should contact the Executive Director of Human Resources at Utica Community Schools, 11303 Greendale, Sterling Heights, MI 48312 or call (586) 797-1000.

TABLE OF CONTENTS

ARTICLE NUMBER	DESCRIPTION	PAGE
	Designation of Parties.....	1
1	Preamble	1
2	Recognition.....	1
3	Board of Education.....	2
4	Rights and Responsibilities	3
5	Health, Sanitation and Safety Requirements	4
6	Check off	5
7	Union Security	6
8	Indemnity Clause	7
9	Aid to Other Unions	7
10	Supplemental Agreements.....	8
11	Special Conferences	8
12	Grievances	8
13	Grievance Procedure.....	9
14	No Strike – Lock Out.....	12
15	Seniority.....	12
16	Seniority List	13
17	Loss of Seniority.....	14
18	Seniority of Stewards.....	15
19	Seniority of Officers	15
20	Stewards and Alternate Stewards	15
21	Lay-Off	15
22	Recall	16
23	Assignment	17
24	Transfer.....	18
25	Promotions.....	19
26	Substitutes.....	21
27	Wage Rates	22
28	Specials.....	28
29	Minimum Work Day	29
30	Uniform and Shoe Allowance	29
31	Holidays.....	29
32	Compensable Leave.....	30
33	Non-Compensable Leave	34
34	Continuing Education	36
35	Union Convention Attendance	37
36	Bulletin Boards – Building Use and Mail	37
37	Jury Duty	38
38	Retirement	38
39	Hospitalization.....	39
40	Life Insurance	41

ARTICLE NUMBER	DESCRIPTION	PAGE
41	Vision Care	41
42	Worker's Compensation	41
43	Amendments and Termination	42
44	Ratification	42
45	Waiver Clause.....	42
46	Miscellaneous Provision.....	43
	Letters of Understanding	44
	Signature Page	48
	Appendix B – Utica Alpha	50

DESIGNATION OF PARTIES

On this 1st day of July, 2012 at Utica, Michigan, the Utica Community School District, located at Sterling Heights, Michigan, hereinafter designated as the "Board", and by Utica Food Service Chapter of Local #1664, affiliate of Council 25, AFSCME, hereinafter designated as the "Union", agree as follows:

ARTICLE 1

PREAMBLE

- 1.1** It is the general purpose of this Agreement to promote the mutual interests of the School District, its students and its employees, and to provide for the operation of the School District under methods which will further, to the fullest extent possible: the safety of the students and employees, economy, cleanliness and efficiency of the Schools and equipment; protection of property, and avoidance of interruptions to the instructional program. The parties to the Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 2

RECOGNITION

- 2.1** The Board recognizes the Utica Food Service Chapter of Local 1664 affiliate of Council #25 AFSCME, as the sole and exclusive bargaining representatives in all matters prescribed by state law for all General Help, General Help Junior High Kitchen Manager, Quality Control Managers, and Satellite Kitchen Managers, except that the following groups of employees shall not be included in or covered by the terms of this Contract: Superintendent, Assistant Superintendents, Administrators, Executive Directors, Directors, Supervisors, all office employees, all professional employees, all laborers, all substitutes and part time employees, all operations, maintenance and transportation employees, all guards, nurses, teacher aides, and other employees who are excluded under

the law. The Union agrees that the employees above will be excluded from this bargaining unit.

ARTICLE 3

BOARD OF EDUCATION

3.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

3.1.1 Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the School District.

3.1.2 Adopt reasonable rules and regulations. When possible, changes will be posted and updated.

3.1.3 Determine the qualifications of employees, including physical conditions.

3.1.4 Determine the number and location or relocation of its facilities, including the establishment or relocation's of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.

3.1.5 Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

3.1.6 Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

3.1.7 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any

rights from employees as specifically provided for in the Contract.

3.1.8 The above are not to be interpreted as abridging or conflicting with any specific provision in this Contract.

3.1.9 Nothing containing herein shall be considered to deny or restrict the Board of its rights, responsibilities, any authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

3.2 The listing of specific management rights in the Contract is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

3.2.1 Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and Standard of Operations, the means, methods and processes or carrying on the work including automation or contracting thereof of changes therein, the institution of new and/or improved methods or changes therein.

3.2.2 Except as expressly provided otherwise in this Contract the determination and administration of school policy, the operation and management of the schools, and the direction of employees is vested exclusively in the Board.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES

4.1 The employee accepts the responsibility to strive for excellence in her/his work and to take advantage of opportunities for continually improving her/his skills and relationships with her/his co-workers and with the public.

- 4.2 The employee agrees to uphold the policies, reasonable rules, regulations and practices of the Board.
- 4.3 Nothing in this Contract shall be construed to deny or restrict an employee's rights under the Michigan General School Laws, or applicable civil laws. The rights granted in this Contract are deemed to be in addition to those provided elsewhere
- 4.4 When a Food Service Employee is given a disciplinary discharge or suspension or a written reprimand and/or warning which is to be affixed to her/his personnel record maintained in the Human Resources Office, the Food Service Chapter and employee shall be notified in writing of the action taken.

ARTICLE 5

HEALTH, SANITATION AND SAFETY REQUIREMENTS

- 5.1 The School Board requires evidence of freedom from communicable tuberculosis as a condition of entering its employment and every three (3) years thereafter for all full and part time personnel employed by the Board, if required. The examination shall include a T.B. skin test or a chest x-ray.
- 5.2 Employees must be free from any other communicable diseases, open cuts, boils, burns or any other condition that might be hazardous to the health of the employee, co-workers, students, or to the sanitation of food prepared. Employees must not report to work with fever, diarrhea, vomiting, sore throat or jaundice.
- 5.3 All employees must be physically and mentally able to perform their duties as prescribed in their appropriate job description. An unusual amount of absence may be indication of inability to perform assigned duties.
 - 5.3.1 All employees are expected to incorporate safe working procedures as they perform their duties. Annually, injury prevention guidelines will be presented to all staff members at the back to school workshop. Employees with related injuries

may be required to take additional training as provided by the Food Service and Human Resource Department.

- 5.4 Employees are expected to adhere to uniform guidelines as submitted annually by the food service office. Uniform and uniform color options will be decided with consultation with Food Service Chapter Chair.
- 5.5 Before a student is placed in a school cafeteria as a worker, there should be a consultation between the Food Service Employee in charge of the cafeteria, and the principal or their designee.

Further, it should be mutually agreed that the student is capable of doing the assigned task, and is not a safety problem to themselves or others.

ARTICLE 6

CHECK-OFF

- 6.1 The Board agrees to deduct initiation fees, union dues and service fees from the pay of those employees who individually request in writing, that such deductions be made. Beginning with the first pay in October these deductions will be made from the first pay period each month. The amounts shall be certified to the employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council 25 within ten working days. The Board further agrees to submit the names of newly hired employees of this bargaining unit to the Union within five days of the date of hire.
- 6.2 Employees shall tender the initiation fee and monthly dues of service fees by signing the proper authorization for check-off form.
- 6.3 Authorized political action contributions (P.E.O.P.L.E.) will be deducted only in accordance with applicable law. Such

deductions shall begin only after all appropriate paperwork has been filed with the District.

- 6.4 The Union shall hold the District harmless regarding any monies deducted and remitted to the union pursuant to this provision.

ARTICLE 7

UNION SECURITY

- 7.1 All employees achieving seniority status prior to October 8, 1973 and who on the 20th day of the month following the effective date of this Agreement are members of the Food Service Chapter in good standing, and all employees who voluntarily become members thereafter shall, as a condition of employment, maintain their membership in the Food Service Chapter for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of membership.
- 7.2 The Food Service Chapter shall promptly furnish the Board with a notarized list of its members in the bargaining unit on the 20th day after this agreement is effective and countersigned in the member's own hand.
- 7.3 Membership in the Union shall be open to all employees regardless of race, creed, age, sex, marital status or national origin.
- 7.4 Employees achieving seniority status after October 8, 1973 and who are not members of the Union within thirty days following the effective date of this Agreement shall, as a condition of employment, pay to the Union a service charge equal to the Union dues.
- 7.5 Employees, except those excluded in Section 7.1 shall conform to this provision within thirty days following the effective date of this Agreement or at the end of their probationary period whichever is later.

- 7.6** Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article, if they are not more than sixty days in arrears in payment of dues, service charge, except those excluded in Section 7.1.
- 7.7** It shall be the responsibility of the Union to notify the Human Resources Department, in writing, within thirty days when a member of the bargaining unit is in violation of this provision.
- 7.8** Employees who are required to conform to this Article who become in arrears in their payments by sixty days or more shall be eligible for reinstatement if, prior to termination, the penalty prescribed by the Union is paid.

ARTICLE 8

INDEMNITY CLAUSE

- 8.1** In consideration of the School District's agreement as set forth in Article 6 "Check Off" and Article 7 "Union Security", Utica Food Service Chapter agrees that it will indemnify and save the School District harmless against any and all suits, claims, judgments, fees, expenses or other liabilities incurred by the School District by reason of its honoring "Check Off" authorizations and "Union Security" as set forth in Articles 6 and 7, such indemnity to include, but not be limited to payment in full, of any judgments, costs, and interest awarded against the School District, and payment in full of all reasonable attorney fees, costs, and expenses incurred by the School District in any litigation before any tribunal arising out of the School District's action in honoring Articles 6 and 7.

ARTICLE 9

AID TO OTHER UNIONS

- 9.1** The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 10

SUPPLEMENTAL AGREEMENTS

- 10.1** All proposed supplemental agreements shall be subject to Good Faith negotiations between the Board and the Union. They shall be approved or rejected within a period of ten days following the conclusions of negotiations. The Board and the Union agree that neither they nor their agents attempt to initiate any exceptions to this Contract without re-entering negotiations.

ARTICLE 11

SPECIAL CONFERENCES

- 11.1** Special conferences for important matters may be arranged, on a monthly basis, between the Chapter Chairperson and the designated representatives of the Employer, upon the request of either party.
- 11.2** Arrangements for such Special Conferences shall be made in advance and a written AGENDA of the matters to be taken up at the meeting shall be presented five days prior to the meeting.
- 11.3** By mutual agreement, Special Conference may be held between the hours of 9:00 a.m. and 4:00 p.m.
- 11.4** The Chapter members shall not lose time or pay for the amount of time spent in such Special Conferences held during working hours.

ARTICLE 12

GRIEVANCES

- 12.1 DEFINITION** -- Any claim by an employee that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Contract shall be resolved through the procedure set forth herein.

- 12.2 GRIEVANCE COMMITTEE** -- The Board agrees to recognize a Grievance Committee, which shall be composed of the Chapter Chairperson of Food Service (or her/his designated representative), a Chief Steward and/or the Steward. The party involved in the grievance may be present if either the Board or the Union deems it necessary.
- 12.3** Discharge and suspension shall be instituted at step III of the Grievance Procedure.
- 12.4** Any complaint for which there is another remedial procedure or forum established by law regulation having the force of law shall not be the basis of any grievance filed under the procedure outlined in this Article.

ARTICLE 13

GRIEVANCE PROCEDURE

- 13.1** If an employee or the Local Chapter has a grievance, it shall be presented to the Board as follows:
- 13.2 Informal Step:**
- 13.2.1** Each grievance shall be initiated within five working days of the occurrence of the cause for complaint.
- 13.2.2** Any employee who believes she/he has a grievance shall present such grievance, on an informal basis, with her/his immediate supervisor and/or principal. One steward shall be present at this informal conference if requested.
- 13.3 Formal Step 1:**
- 13.3.1** If the matter is not resolved on the informal basis, the matter shall be reduced to writing by the grievant and, if requested, by the steward stating the precise Article and Paragraphs of this Contract that has allegedly been violated, a statement of the facts, the position of the employee, and the desired action

of the Board. This written grievance shall be submitted to their immediate supervisor and/or principal within five working days.

13.3.2 The immediate supervisor and/or building principal shall within five working days of receipt of the written grievance, submit her/his disposition of the matter to the employee and steward in writing.

13.4 Formal Step 2:

13.4.1 If the alleged grievance is not solved to the satisfaction of the employee and the Union, the Chief Steward may submit the written grievance within five working days to the appropriate Staff Director who shall meet with the Steward, Chief Steward, and when the Board or the Union deems it necessary, with the grievant within five working days, to try and resolve the grievance. The appropriate Staff Director shall within five working days after the meeting submit her/his disposition of the matter in writing to the Chief Steward.

13.5 Formal Step 3:

13.5.1 If there is no answer within five days or if the answer is not satisfactory to the employee and the Union, the grievance may be submitted in writing by the Chapter Chairperson to the Human Resource Department within five (5) working days. The Human Resource Department shall meet within five (5) working days with the Chapter Chairperson and the balance of the Grievance Committee, and when the Board or the Union deems it necessary; with the grievant. The Human Resource Department shall submit her/his written answer to the grievance to the Chapter Chairperson within five (5) working days after the meeting. This meeting may be attended by a Council and/or International Representative. The Union representatives may meet on the Board's property at a place mutually agreed upon between the Union and the Board for at least one-half hour immediately preceding the grievance meeting.

13.6 Formal Step 4:

13.6.1 If the grievance is still not settled the Union may within twenty calendar days after receipt of the written reply of the Human Resources Department request arbitration by written notice to the Board. Within the next twenty (20) calendar days the Union must submit their petition to the American Arbitration Association with a copy to the Board. The Arbitrator will be selected through the American Arbitration Association. The decision of the Arbitrator shall be final and binding the parties, and the Arbitrator shall be requested to issue her/his decision within thirty calendar days

13.6.2 The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Contract.

13.6.3 Arbitration shall be conducted under the auspices of the American Arbitration Association, and the conduct of said hearing shall be controlled by its rules. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half by the Board and one-half by the Union, and all other expenses shall be borne by the party incurring them.

13.6.4 The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limits for exercising said appeal commencing with the expiration date of the Board's grace period for answering.

ARTICLE 14

NO STRIKE - LOCK OUT

- 14.1** During the term of this Agreement, the Food Service Chapter will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature.
- 14.2** No lock out of employees shall be instituted by the employer during the term of this Agreement.

ARTICLE 15

SENIORITY

- 15.1** Seniority shall be applied within a job classification and on a system-wide basis.
- 15.2** System-wide seniority within this bargaining unit shall be determined for each employee as of her/his anniversary date of hire on a system-wide basis with regard to fringe benefits i.e., retirement, sick days, longevity, as specified herein.
- 15.3** Job classification seniority shall be determined for each employee effective her/his first day assigned to the job classification upon successful completion of her/his trial and/or probationary period.
- 15.4** An employee who has moved from one job classification and moves back to her/his former job classification shall maintain her/his full system-wide seniority from date of permanent hire in the Utica Community Schools District.
- 15.5** **PROBATIONARY EMPLOYEES:** There shall be no seniority for probationary employees, new employees hired in under this Contract shall be considered as probationary employees for the first sixty

working days of their employment. When an employee completes the probationary period, she/he shall be entered on the seniority list and shall rank for seniority from the original date of employment. (First day worked adjusted by accumulative absences.) By mutual consent, an additional thirty day probationary period may be granted. Effective July 1, 1993, if more than one employee is hired on the same day, their seniority will be determined by the Utica Alphabet outlined in Appendix B.

- 15.6** The Union shall represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Contract, except that the Board will have the right of discharge or disciplinary action other than for Union activity involving a probationary employee without a grievance filed or processed.
- 15.7** Probationary employees will not receive any fringe benefits during their probationary period. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.

ARTICLE 16

SENIORITY LIST

- 16.1** The seniority list will be posted for each job classification at least semi-annually and will show all employees of the job classification, their name and seniority rank. Names of new hires and termination's of this bargaining unit will be submitted to the Chapter Chairperson.
- 16.2** Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, or dependents of the employee.
- 16.3** If from the date of posting of the seniority list, the list is not challenged by either party within ten actual working days, it will be deemed accepted as accurate.

ARTICLE 17

LOSS OF SENIORITY

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

17.1.1 She/he quits or retires.

17.1.2 She/he is discharged and discharge is not reversed through the grievance procedure.

17.1.3 She/he fails to return to work within ten working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown on the Board's records.

17.1.4 She/he is absent from work five consecutive working days without advising the Board or giving satisfactory reasons to the Board for such absence.

17.1.5 She/he overstays a leave of absence, unless there are extenuating circumstances.

17.1.6 She/he gives a false reason for a leave of absence or engages in other employment during such leave.

17.1.7 She/he falsifies her/his pre-employment application either by design or by omission.

17.1.8 She/he is guilty of improper use of sick leave or business leave days.

ARTICLE 18

SENIORITY OF STEWARDS

- 18.1** Notwithstanding their position on the seniority list, stewards shall, in the event of a lay-off, be continued at work as long as there is a job in their classification and shall be recalled to work in the event of a lay-off to the first job open in their classification.

ARTICLE 19

SENIORITY OF OFFICERS

- 19.1** Notwithstanding their position on the seniority list, the Chapter Chairperson, and Chief Steward of the Chapter, shall in the event of a lay-off only, be continued at work, provided there is a job in their classification.

ARTICLE 20

STEWARDS AND ALTERNATE STEWARDS

20.1 Chief Steward

20.2 North

20.3 South

20.4 Central

ARTICLE 21

LAY-OFF

- 21.1** The word "lay-off" means a reduction in the working force due to a decrease of work or of operating funds.

21.2 In the event of a lay-off, the order of lay-off shall be first, temporary employees; next, probationary employees; next, transferees who are still on probation in the job classification to be reduced; next, other employees within the job classification in accordance with their job seniority.

21.3 The Board will provide employees with seven calendar days prior notice of any lay-off with a copy to the Chapter Chairperson.

21.4 Any seniority employees removed shall be able to exercise seniority rights to bump:

21.4.1 Into a job classification she/he had satisfactorily held previously.

21.4.2 If she/he had not held a lower job classification, she/he shall have the right to bump into the lowest job classification within the bargaining unit.

21.4.3 An employee who has bumping rights as set forth above, shall have the right either to exercise the bump or to accept the lay-off until recalled.

21.4.4 The least senior employees who remain unplaced after the reduction in the required job classifications and bumping is completed shall be laid-off.

21.4.5 The above lay-off procedure does not apply to the normal reduction of work force during the time school is not in session.

ARTICLE 22

RECALL

22.1 Laid-off employees shall be recalled in the inverse order of the lay-off, the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid off or, if she/he had bumped down from her/his original position in the

reduction of the work force before being laid off, to such former position. Recall will be written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within ten days after delivery or proof of non-delivery. If an employee fails to report for recall, she/he shall be considered a quit, unless there are extenuating circumstances.

ARTICLE 23

ASSIGNMENT

23.1 Employees will be assigned to buildings or equipment in accordance with the needs of the Board and seniority and qualifications. However, employees are not entitled to a training period when exercising their seniority status.

23.1.1 Prior to the beginning of each school year, administration may adjust staffing based on the needs of the buildings. Positions which experience an increase or decrease of more than .5 hours per day shall be considered “open” and subject to a bidding process and filled on a seniority and qualification basis. Employees who held these positions will be invited to bid. Employees whose positions have been eliminated shall be invited to bid on open positions. All other positions which do not change by more than .5 hours, shall be filled for the subsequent school year by the employee who held the position in the prior year.

23.1.2 Whenever possible, kitchen managers shall be notified prior to the opening of school of the names and hours of employees assigned to their kitchen.

23.2 Temporary assignments are allowed for the purpose of upgrading and/or training. A list of all job assignments shall be given to the Chapter Chairperson within fifteen working days after the start of the new school year. Any permanent changes after issuance of this list, the Chapter Chairperson shall be notified within five working days.

Employees shall receive the rate of pay of the higher job classification for all hours worked beginning the first day of their assignment.

- 23.3** Vacancies due to leaves of absence shall be posted after ninety working days.
- 23.4** Permanently vacated positions shall be posted after ten (10) working days.
- 23.5** Upon the expiration of job posting(s), the District will fill positions within seven (7) working days.

ARTICLE 24

TRANSFER

- 24.1** In the event of an opening in a job classification, employees shall be given the opportunity to request a transfer within their respective job classification or a lower classification based on seniority and qualifications. The opening shall be posted for five working days giving the number of hours of the assignment. In the event an employee is accepted for a position through this procedure, her/his previously held position will be posted.
- 24.2** All newly created positions shall be posted in a conspicuous place in each kitchen in the School District at least five working days prior to filling such vacancy.
- 24.3** If an employee's request for a transfer is granted, she/he must remain in this position for at least one semester. A transfer does not prohibit an employee from promoting.
 - 24.3.1** General help employees will remain in their assigned position for the remainder of the school year unless there is an opportunity for more hours or promotion.

24.3.2 If a new secondary kitchen opens after the beginning of the school year, any Food Service employee may have the opportunity to apply for those newly created positions.

24.4 If an employee accepts a position in the School District not included in the food service bargaining unit and is thereafter rehired to a position within the food service bargaining unit, said employee shall have accumulated seniority while working the position outside of the food service bargaining unit. Employees affected by the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in the contract. The employee shall return to the same job classification she/he held before leaving the bargaining unit and will be placed in the first available position.

24.5 Temporary transfers of employees may be made at the discretion of the Board for reasons which include emergencies, vacations, light duty assignment and special projects (point of sale, kitchen renovation projects, etc). Employees so transferred shall receive the rate of pay at the job classification beginning the first work day. A transfer of this type is temporary in nature and shall last only to the extent of the cause.

ARTICLE 25

PROMOTIONS

25.1 DEFINITION OF PROMOTION:

25.1.1 Promotion is an upward change in job classification which results in additional compensation for additional responsibilities.

25.2 Promotions within the bargaining unit shall be made on the basis of seniority, experience, competency, qualifications, and attendance. When experience, competency, qualifications and attendance are relatively equal, the applicant with the greater seniority shall be given preference. The Board shall have the right to establish the

qualifications for each position. Job classifications shall be as follows:

Satellite Kitchen Manager
Satellite Cook
Cook Leader
Quality Control Manager
General Help-Junior High Kitchen Manager
General Help

- 25.3** Vacancies will be posted for a period of five working days in a conspicuous place in each school building.
- 25.4** Employees interested in the vacancy shall state their interest in writing within the five working day posting period. Vacancies will be filled within twenty working days from closing and the Chapter Chairperson shall receive a notice of the employee receiving the position.
- 25.5** The employee receiving the promotion shall receive up to forty-five (45) working days, but a minimum of twenty (20) working days trial period in the new position. During the trial period, the employee shall receive the rate for the job they are performing. With the mutual consent of the Union and the District, the probationary period may be extended by fifteen (15) working days.
- 25.6** The employee shall have the right during the trial period to revert back to her/his former job classification and hours if she/he so desires, and to her/his former location if it is available. In addition, the Board shall also have the right to revert the employee back to her/his former classification, hours, and location if in the opinion of the Board the employee's performance is unsatisfactory. If this situation should occur, the Board shall have the option of either posting the vacancy or using the original posting of the job classification vacancy.
- 25.7** If an employee accepts a probational opening through this procedure

and then reverts back to her/his former job classification at her/his request, she/he will forfeit her/his right to bid on the same promotional opening for a period of one calendar year.

- 25.8** Employees on sick leave or leave of absence, shall have the responsibility of notifying the Human Resources Office of their interest in promotional opportunity.

ARTICLE 26

SUBSTITUTES

- 26.1** When a substitute is required in a building, qualified personnel on duty will get the benefit of any greater number of available work hours, while the substitute's work hours will be kept at a minimum.
- 26.2** Substitute employees shall not accumulate seniority status.
- 26.3** Substitutes will be notified in writing if they are hired on a permanent basis. (See probationary period.)
- 26.4** A position may be filled by a substitute for a maximum of twenty working days except in cases of leaves of absence.

ARTICLE 27

WAGE RATES

27.1

	Base	2012-2013	2013-2014	2014-2015
		0.5%	0.5%	0.5%
General Help	\$10.90	\$10.95	\$11.01	\$11.06
1st year	\$11.47	\$11.53	\$11.58	\$11.64
2nd year	\$12.54	\$12.60	\$12.67	\$12.73
General Help				
Junior High Kitchen Manager	\$12.83	\$12.89	\$12.96	\$13.02
Cook Leader	\$13.11	\$13.18	\$13.24	\$13.31
Satellite Cook	\$13.88	\$13.95	\$14.02	\$14.09
Satellite Kitchen Manager	\$14.94	\$15.01	\$15.09	\$15.17
Quality Control Manager	\$14.94	\$15.01	\$15.09	\$15.17

27.1.1 Employees designated as Relief General Help shall be paid an additional ten cents (\$.10) per hour. These positions will be designated at the time of the annual job assignment selection

27.1.2 Selection of Elementary trainer(s) and the assignment of same will be made by the Director of Food Service. Selection will be made from a list of current employees who express an interest as a result of posting. The annual stipend for this assignment shall be two hundred fifty dollars (\$250.00)

27.2 Longevity:

27.2.1 After completion of the following years of service in the Food Service Operation in the Utica Community Schools, the listed additional rate of pay per hour shall be paid:

5 Years \$.10

10 Years \$.10

15 Years \$.15

20 Years \$.20

(To a total of \$.55)

27.2.2 Longevity shall be computed on the basis of the employee's system-wide date of hire within the bargaining unit.

27.3 Overtime:

27.3.1 A rate of time and one-half shall also be paid for work in excess of eight (8) hours per day or forty (40) hours per week.

27.3.2 A double time rate will be paid for all hours worked on Sunday.

27.4 Work Day and Hours:

27.4.1 Employees will work on days assigned when school is in session.

27.4.1.1 See Holiday Pay

27.4.1.2 No allowance for vacations

27.4.2 Full time will generally be for seven hours of work. Thirty minute lunch time is allowed, but not paid for, and is optional with the employee if approved by the Satellite Kitchen Manager or Director of Food Service.

27.4.3 Each worker is allowed one (1) reimbursable lunch per day. Food and drinks must be consumed in designated break area during the employee's break period. If an employee wishes to purchase food items, the desired item(s) must be rung up on the computerized register by the Kitchen Manager. No food or supplies may be removed from the premises.

27.4.4 Employees are required to swipe in and out on the Kronos time clock. Daily the Satellite Kitchen Manager in each school is responsible to submit an accurate Kronos sheet of all employees time, including substitutes. Daily Kronos sheets will be posted for employees to view. If hours are changed on the Kronos sheet, the employee will be notified before the change is made.

27.4.5 If your services are needed before school starts or after it is closed, you will be paid regular hourly rates, subject to the approval of the Food Service Director, for the time that is required to complete the task.

27.4.6 If you break service, quit; and later return to work, your rate of pay will be the minimum rate for your particular job.

27.4.7 Employees working four, five, six, or seven hours may take a ten minute break in the first half of their shift provided that the normal productivity of the "job" is not adversely affected.

27.4.8 Rotation of Extra Hours:

27.4.8.1 A rotating list shall be maintained in each kitchen by the Cook Manager. The purpose of which shall be for assignment of extra hours for general help classification employees.

27.4.8.2 Extra hours are those hours needed over the assigned hours in a kitchen such as may be needed due to extra work, heavy work load, unusual circumstances (not replacement of absent employees). Employees will be chosen according to classification and system-wide seniority.

27.5 Manager Certification

27.5.1 Manager Certification course will be offered to employees. Employees who successfully complete the course with a passing score as specified by the testing agency will be considered certified. Specified passing score criteria will be communicated in writing prior to test administration. All classified and general help employees must achieve Manager Certification to work in the Food Service Department.

27.5.1.1 Once an employee successfully completes their probationary period, they will be required to take the Manager Certification course, within four (4) months. If an employee does not pass the Manager Certification class with a passing score, the employee will be responsible to retake the class or re-test at their own expense. Those employees who do not obtain Manager Certification credentials within the four (4) month period will be placed on non-compensated leave

for a period of sixty (60) working days. Employees obtaining Manager Certification credentials during the sixty (60) working days will be allowed to return to their position. Employees who fail to pass the course during the sixty (60) working days will be placed on non-compensable leave.

27.5.2 Employees must take the manager recertification course before their recertification credentials expire with a passing score as specified by the testing agency. Employees who do not pass the recertification course must retake the class or re-test at their own expense, before the recertification expires. Employees who do not obtain recertification credentials will be placed on non-compensated leave for a period of sixty (60) working days. Employees obtaining Manager Certification credentials during the sixty (60) working days will be allowed to return to their position. Employees who fail to pass the course during the sixty (60) working days will be placed on non-compensable leave.

27.5.3 Classes for certification or recertification will be offered in Utica Community Schools in November and January as long as ten (10) or more employees are enrolled in the class. Certification or recertification classes may also be offered at other times or by other agencies throughout the year.

27.5.4 Employees who are certified will be paid as follows:

1st year - \$.20 per hour
2nd year - \$.25 per hour
3rd year - \$.30 per hour
4th year - \$.40 per hour

27.5.5 Upon successful completion of the class, employees will begin receiving the additional compensation effective the first day of the month following certification.

27.6 Assignment of Replacement Hours:

27.6.1 In a central kitchen or bake shop, replacement of absent employees who work seven hours shall be by seniority, however, the employee exercising her/his seniority must take the assignment and hours of the absent employee, otherwise the replacement passes to the next employee in line of seniority. The hours made available after the replacement of the absent employee will be assigned by the Manager with consideration given to seniority and the needs of productivity in the kitchen.

27.6.2 In a central kitchen or bake shop, replacement of absent employees who work less than seven hours shall be by seniority, however, the employee exercising her/his seniority must take the assignment and hours of the absent employee, otherwise the replacement of the absent employee will be assigned by the Manager and with consideration given to seniority and the needs of productivity in the kitchen. Once a higher classification replacement is turned down, the Manager does not have to offer that job for the duration of that classified absence.

27.6.3 The Manager has the responsibility and authority to assign qualified personnel to ensure normal kitchen operation and performance which may affect the assignment of "replacement of hours" solely on a seniority basis.

27.6.4 In regard to the Sub 1 and Sub 2 positions in the high school, when one person is absent in any given high school, the Sub 1 position will automatically get two (2) hours above their normal time. When two (2) or more are absent in any given high school, the Sub 1 position will automatically get two (2) hours above their normal time and Sub 2 positions will get one (1) hour above their normal time. Any leftover normal operation time for that high school will split by fifteen (15) minute increments from the highest seniority down until all normal kitchen time is filled. If a Non Unit sub is implemented, then the Non Unit will get extra time after the

Sub 1 and Sub2's extra time and then the balance of the time is split among the balance of the kitchen employees.

ARTICLE 28

SPECIALS

28.1 Service to special groups shall be compensated at a rate of time and one-half.

28.1.1 The Board will have final authority regarding the number of hours needed above the regular assignment and that determination is non-grievable.

28.2 Catering Cadre: Employees interested in working on district-wide specials will be provided additional training in the area of catering. Employees will be required to attend two seminars, which will be scheduled by November of each year. The Food Service Office will maintain a list of employees eligible to work on specials. Members will be ranked in the order of their classification seniority. Employees will be called on a rotating basis.

The rotating work list shall be sent to the Chapter Chairperson. Whenever more Food Service personnel than those on the "Specials" teams are needed, those already assigned to the school where the special is located will be asked to work according to seniority. If additional persons are needed, employees will be recruited from the classification seniority list.

28.2.1 System-wide school functions may necessitate additional personnel from higher classifications.

28.3 A notice of three (3) working days is to be given a employee who is to work a specials If notified of a special after the specified time, it is not to be counted as a refusal. The employee to work should be contacted personally by the Cook Manager.

28.4 Any person who refuses or is unavailable twice for special assignment, shall be stricken from the special work for the remainder

of the school year.

- 28.5** General help in a particular school will work on a rotating basis. The Cook Manager shall maintain the rotating list in their respective school for specials and the list will be kept posted and up to date at all times.

ARTICLE 29

MINIMUM WORK DAY

- 29.1** The School District agrees to provide a Food Service employee with a minimum work day of at least two (2) hours per day, provided work is available. In cases where school is cancelled after an employee has reported for work, she/he will be paid at her/his regular rate for the number of hours she/he has worked up until the time school was canceled, but at a minimum of two (2) hours.

ARTICLE 30

UNIFORM AND SHOE ALLOWANCE

30.1 Allowance

- 30.1.1** All Food Service employees will receive two hundred twenty-five dollars \$225.00 per year uniform and shoe allowance, on or before January 1st of each school year.
- 30.2** Any employee who works less than a full school year shall receive a pro-rated uniform and shoe allowance.

ARTICLE 31

HOLIDAYS

- 31.1** An employee whose regular work schedule, as defined by the school calendar, includes any or all of the following days and who is on duty

the scheduled work day immediately prior to and the scheduled work day immediately after the holiday shall receive a holiday with pay at the employee's current regular wage for such days:

Up to eleven (11) holidays to be determined by the Employer.

The employer will notify employees of the holiday dates no later than 10 days after the start of the school year.

ARTICLE 32

COMPENSABLE LEAVE

32.1 An employee on compensable leave shall be deemed to be on continuous employment for the purpose of computing all benefits; seniority shall continue to accumulate for the employee on compensable leave.

32.1.1 Sick Days:

32.1.1.1 Each Food Service employee shall accumulate one (1) day, construed as number of assigned hours to be worked, of sick leave allowance for each month the employee receives pay in her/his regular yearly position. When leave is exhausted, such employee shall not accrue any more days unless working. An employee while on sick leave, shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority.

Employees are required to report their absences by way of the sub finder reporting system, prior to the start of their assigned shift.

32.1.1.2 An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the

scheduled working days in that month.

32.1.1.3 When returning to work following a serious illness, injury, operation or if an employee is absent for five (5) days, a written release from a physician is required.

32.1.1.4 One-half of the employee's current wage shall be paid by Christmas of each year for hours accumulated during the preceding year beyond 310 hours and not used. The maximum accumulation will be ten (10) sick days per year.

32.1.1.4.1 Upon retirement from the Utica Community Schools under the Michigan Public Schools Retirement Fund, the employee will be compensated for those accumulated sick leave hours according to the following:

- A. 50 – 150 hours20%
- B. 151 – 250 hours30%

The utilization of substitute personnel will be reviewed in June 2001. If there has been a reduction in the utilization of substitute personnel over the two year period, the A and B programs would be continued. If there is no reduction, programs A and B would be discontinued.

- C. 251 - 310 hours60%

32.1.1.5 Sick days may be used for the following reasons:

32.1.1.5.1 Disability -Illness in the immediate family to a total of three days.
(Spouse, children, mother, father,mother-in-law, father-in-law,

son-in-law, -daughter-in-law, grandchildren, grandparents and any member of the -employee's household.)

32.1.2 Bereavement

32.1.2.1 An employee may receive approval for up to five working days per incident as funeral leave, days not to be deducted from sick leave, for a death in the immediate family. Immediate family shall be defined as: Mother, father, son or daughter, sister or brother, wife, or husband, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, or a member of the employee's household. The amount of days which will be approved will depend upon travel and circumstances involved and five days is not to be regarded as the norm.

32.1.2.1.1 At the option of the Board, two (2) additional days may be granted due to unique circumstances to be deducted from sick leave.

32.1.2.1.2 Bereavement days must include the day of the funeral and must be consecutive.

32.1.2.2 The Chapter Chairperson, or her/his representative shall be allowed one funeral leave day in the event of a death of a member of the Food Service Chapter, for the exclusive purpose of attending the funeral.

32.1.3 Business Leave

32.1.3.1 One of the accumulated total number of leave days may be used annually for personal business upon initial approval of the employee's immediate supervisor, building principal, and final approval of the Director of Food Service. Business leave day may not be taken immediately prior to or subsequent to paid holidays except in emergencies.

32.1.3.2 In all cases of business leave, the request for approval must be for sound, pressing, and unavoidable reason and may be subject to verification at the request of the School Administration, if deemed warranted by the employee's previous attendance record. A maximum of one day per year will be allowed. This day may be used for necessary personal business which cannot be conducted on other than the employee's assigned scheduled work day, such as attendance at a meeting set for the closing on the purchase of a home. Application for the use of the business leave day must be submitted to the Director of Food Service and received not less than two work days prior to the date of the leave. This request must state the reason for the leave.

32.1.4 Personal Leave

32.1.4.1 Three of the accumulated sick leave days may be used annually as leave days without specificity by all employees. Not more than one person from each classification above general help nor more than ten per cent of the general help classification may be excused on any one day. Personal leave days may not be taken immediately prior to or subsequent to paid holidays except in emergencies.

- 32.1.4.2** Forms for personal leave will be available at each building office. They must be submitted through the immediate supervisor, the building principal and to the Director of Food Service. Application for the use of the personal leave day must be submitted to the Director of Food Service and received not less than two work days prior to the date of the leave.

ARTICLE 33

NON-COMPENSABLE LEAVES

- 33.1** Non-compensable leaves shall be granted for reasonable periods, not to exceed one year. Leaves may be extended not to exceed one (1) year by the Board of Education for good cause.
- 33.2** All leaves shall be requested in writing and will be granted in accord with the specified provisions for each type of leave provided for in the Agreement.
- 33.3** All leaves shall be for a definite period with a specific expiration date. Employees being granted such leave shall be required to report for duty upon expiration of the leave. Upon return from any leave of absence, the employee shall be placed for immediate appointment to the first available position for which she/he is qualified, within her/his classification.
- 33.4** Employees who fail to report back to work upon expiration of the leave, or who refuse to accept an available position offered, shall be subject to termination of employment.
- 33.5** Employees on the following non-compensable leaves shall be deemed to be on continuous employment and shall continue to accumulate seniority during the length of the leave.

33.5.1 Disability Leave - Leaves of absence shall be granted for an employee's own disability. Upon exhaustion of paid sick leave, the employee will be notified to apply for a leave of absence if she/he is not able to return to work. All accumulated sick leave allowance days shall be used prior to an employee being placed on a leave of absence for disability. Upon expiration of the disability leave, the employee shall submit a report from the attending physician certifying that the employee is fully recovered and capable of performing the functions and duties of her/his position.

33.5.2 Consent Leave - All leaves other than those provided for in the above sections may be granted when possible and shall be for a definite period with a specific termination date to employees after one year of employment. Employees being granted such leave shall be required to report for duty upon the termination thereof. Denial of consent leaves shall not be matter for the grievance procedure. Consent leaves are leaves for not less than five days, but not more than forty days. Consent leaves are limited to three leaves. Date of application shall prevail in cases of more than three employees requesting such leave.

33.5.2.1 Consent leaves for less than five working days may be requested.

33.6 Employees on the following non-compensable leaves shall not be deemed to be on continuous employment and shall not accumulate seniority during the length of the leave. The seniority date of the employee shall be "frozen" in accord with the length of the leave upon the employee's return.

33.6.1 Service in governmental agency, state, or nationally recognized professional, labor, social, or fraternal organization which the employee has been formally designated to represent.

33.6.2 Child Care -A leave of absence without pay may be granted to an employee for child care. The specific date of leaving shall be agreed upon by the employee and the principal or supervisor

based upon the best interests of the school and the employee, with consideration given to the closeness of a vacation period or to the end of the semester. In the event agreement is not reached, the date of leaving will be determined by the Staff Director.

33.6.3 Prolonged Illness in Immediate Family - Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, and a relative living and making his home in the employee's household shall be included in the employee's immediate family. Upon request of an employee, the Employer may grant leave allowance even though the person who is injured ill, or deceased is not within the employee's immediate family.

33.6.4 Appointed or Elected Position - Serving in an appointed or elected position with the State or National Food Service Association.

ARTICLE 34

CONTINUING EDUCATION

- 34.1** Employees who have attended and completed Food Service courses to improve the employee's on-the-job ability, shall be reimbursed for the tuition paid.
- 34.2** Food Service employees must have prior approval from the Food Service Director concerning the studies to be pursued.
- 34.3** When possible up to two days, two Food Service employees shall be allowed to attend the annual M.S.F.S.A. Convention without any loss of pay. These employees will be selected from a list of accredited M.S.F.S.A. members on a rotating basis, starting with the top seniority employee.
- 34.4** Sub-section above is only applicable if said convention is scheduled during regularly scheduled work days.

ARTICLE 35

UNION CONVENTION ATTENDANCE

- 35.1** The Board will provide full pay for five (5) days for two (2) elected at-large delegates of Local 1664, upon prior notice, to attend the International Convention and the AFSCME State Convention in their respective convention years.
- 35.2** Sub-section above is only applicable if said convention is scheduled during the regularly scheduled work days.

ARTICLE 36

BULLETIN BOARDS - BUILDING USE AND MAIL

- 36.1** The Employer will provide a designated space in each building which may be used by the Union for posting notices of the following types:
- 36.1.1** Notices of recreational and social events.
 - 36.1.2** Notices of elections.
 - 36.1.3** Notices of results of elections.
 - 36.1.4** Notices of meetings.
 - 36.1.5** Copies of all notices shall be forwarded to the Board
- 36.2** The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.
- 36.3** The Union shall also have access to the inter-school mailing system for distribution of notices to be posted. A copy of all notices will be

forwarded to the School Administration.

- 36.4** It is understood and agreed that no Union activities will be carried on during working hours on the school premises.
- 36.5** It is understood that if any or all of the above are abused, the privilege of said use shall be revoked and shall not be subject to the grievance procedure.

ARTICLE 37

JURY DUTY

- 37.1** An employee who serves on Jury Duty will be paid the difference between her/his pay for Jury Duty and her/his regular pay.
- 37.2** When an employee is identified for Jury Duty by the court system and is not scheduled for attendance at court during any day, she/he shall report for work and make herself/himself available for assignment.

ARTICLE 38

RETIREMENT

- 38.1** All employees covered by this Agreement are placed under the employer contributed school employee retirement program.

**ARTICLE 39
HOSPITALIZATION**

39.1 The district offered health care insurance plan shall refer to the following carrier and plan design for eligible Food Service employees:

Carrier: Health Alliance Plan
Plan: HMO

Deductible	\$1,000.00 (S)	\$2,000.00 (C/F)
Office Visit	\$20.00	
Emergency Room	\$100.00	
Urgent Care	\$50.00	
Rx Generic	\$15.00	
Rx Brand	\$50.00	
MOPD	x2	

39.2 Employees working six hours or more per day on a regular assignment schedule are eligible to enroll in the district offered health care insurance plan.

39.2.1 Employees moving into six hour plus assignments after the open enrollment period will be eligible to enroll in health care insurance at the beginning of the next month.

39.2.2 Employees with health care benefits who drop below six hours per day on a regular assignment schedule will no longer be eligible for health care insurance beginning of the next month.

39.3 The district offered health care insurance plan will encompass employee-only, couple (2P) and family options.

39.3.1 Enrolling a spouse requires proof that the spouse is ineligible for health care insurance through his/her own employer.

39.3.2 For those hired on or after July 1, 2012 the district offered health care insurance plan will encompass employee-only (known as single) coverage.

39.3.3 For those hired on or after July 1, 2012 and eligible and enrolled in employee-only health care, there will be an option during open enrollment to expand plan eligibility. Expansion to employee plus spouse or full family coverage plans shall be at one-hundred percent cost to the employee. Enrolling a spouse requires proof that the spouse is ineligible for health care insurance through his/her own employer.

39.4 Once an employee has separated service, the School District's contribution for hospitalization coverage will automatically cease at the end of the month, except in the case of a leave of absence for illness where coverage will continue for the length of the leave, as approved by the School District. Employees entering on a non-compensable leave of absence due to non-disability reasons shall have their total insurance program extended for only the balance of the month the leave commences.

39.4.1 Extensions will not be covered under this provision.

39.5 The district offered health care insurance plan will be financed in compliance with PA 152 cost sharing through hard cap employer limits. The premium balances beyond the employer hard cap will be incurred by the employee.

39.6 Dental Plan - employees who regularly work at least six (6) hours per day will be provided a dental plan with 75%/75%/50% if using a preferred provider (in network or out of network) with benefits fully coordinated. "Benefits fully coordinated" means that the dental plan is not available to employees who are covered by a dental plan which is equal to or superior to the plan offered herein. This applies to coverage from other employers or the Utica Community Schools.

The carrier for the coverage shall be determined by the Board of Education.

39.7 Should employee fall in arrears of cost sharing contribution, the district will employ means legally available to recoup any outstanding

balances. Should employee fall in arrears of cost sharing contribution, the district reserves the right to terminate the policy.

ARTICLE 40

LIFE INSURANCE

- 40.1** All Food Service employees who are entitled to hospitalization coverage shall receive a \$12,000 Term Life Insurance Policy including Accidental Death and Dismemberment.
- 40.2** All Food Service employees who are working 2 to 5.75 hours are entitled to \$8,000.00 group life coverage, including accidental death and dismemberment.

ARTICLE 41

VISION CARE

- 41.1** Food Service employees whose regular assignment is six (6) or more hours per day, will be provided a co-pay Vision Program equal in nature to the NVA-2 Vision Plan. The carrier for coverage shall be determined by the Board of Education.

ARTICLE 42

WORKER'S COMPENSATION

- 42.1** Each employee shall be covered by the applicable Worker's Compensation Laws.
- 42.2** In the event of an on-the-job accident in which the employee is entitled to benefits under the Worker's Compensation Act, the balance of the employee's average weekly earning not covered by Worker's

Compensation shall be covered by sick leave pay and this portion (sick leave) only to be deducted from the employee's accumulated sick leave.

ARTICLE 43

AMENDMENTS AND TERMINATION

- 43.1** This Agreement shall commence July 1, 2012 and shall continue in force and effect until June 30, 2015, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days nor more than one-hundred twenty (120) days prior to June 30, 2012.

ARTICLE 44

RATIFICATION

- 44.1** This Agreement has been negotiated and executed and shall be controlled by all applicable laws, including any amendments that may hereafter be made during the life of the contract, and wherever the terms of this contract are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision or provisions, and until such renegotiation has been completed, such provision or provisions, in conflict shall be void.

ARTICLE 45

WAIVER CLAUSE

- 45.1** The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and arrived at by the parties after the exercise of that

right and opportunity are set forth in this Agreement.

ARTICLE 46

MISCELLANEOUS PROVISION

46.1 Board of Education Policy #4133 – Mileage

“Necessary use of an employee’s private automobile in the performance of her/his duties will be reimbursed at the rate established by the Board of Education. Managers will be reimbursed for long distance phone calls from their home telephone when made in the performance of their duties.

46.2 An employee may use one personal leave day to receive their regular rate of pay for the last day of the first semester, a non-work day. Limitations in Article 32.141 will not apply to this day.

46.3 Food Service employees will be paid by way of Direct Deposit to the financial institution of their choosing.

46.4 School Closure: When school is declared closed due to inclement weather, heating problems, road conditions, or other situations the employee has no control over, employees will not be required to work, the first and second such days and, will be paid at their regular rate of pay for the day by having one accumulated sick day deducted from their balance for each said day.

46.5 As required by law, an emergency manager appointed under the Local Government and School District Fiscal Accountability Public Act may reject, modify or terminate this collective bargaining agreement as provided by PERA amendenment 2011 Public Act (PA) 9.

SENIORITY

LETTER OF UNDERSTANDING

Employees who are missing the specific date (day of the month) of their seniority, will be designated the numeral one (1).

LETTER OF UNDERSTANDING

Food Service personnel will be able to participate in the Direct Deposit payroll program developed by the Utica Community Schools.

LETTER OF UNDERSTANDING

The purpose of this memorandum is to record our mutual understanding regarding students working in the school cafeteria.

Effective school year 1996 - 1997 before a student is placed in a school cafeteria as a worker, there should be a consultation between the Food Service Employee in charge of the cafeteria, and the principal or their designee.

Further, it should be mutually agreed that the student is capable of doing the assigned task, and is not a safety problem to themselves or others.

*D. Berube
Assistant Superintendent for
Human Resources*

Margaret Pawlowski, Chapter Chair

*/mi
02/07/96
Revised
03/21/96
Renewed
6/1/99
Renewed
3/15/04*

Letter of Agreement

Management and Union will review the language and practices associated with Article 23.1.1.

/jm
3/15/04

UTICA COMMUNITY SCHOOLS
FOOD SERVICE CHAPTER
LOCAL #1664

By: Gary R. Shimer
Gary Shimer, Staff Representative
Council #25

Susan Bullock
Susan Bullock
Chapter Chairperson

William K. S.
William Turner
President, AFSCME Local 1664

Veronica Alcantar
Veronica Alcantar
Bargaining Team

Doreen LaFave
Doreen LaFave
Bargaining Team

Barbara Bliemeister
Barbara Bliemeister
Bargaining Team

Renee Berger
Renee Berger
Bargaining Team

UTICA COMMUNITY SCHOOLS
MACOMB COUNTY
STERLING HEIGHTS, MICHIGAN

By: Carol Klenow
Carol Klenow
President

Gene Y. Klida
Gene Klida
Vice President

Michele Templeton
Michele Templeton
Secretary

Robert Ross, PH.D.
Robert Ross, PH.D.
Treasurer

Jennifer Prybys
Jennifer Prybys
Trustee

Daniel Meyers
Daniel Meyers
Trustee

Ken Krolczyk
Ken Krolczyk

APPENDIX B

Utica Alpha. 50

APPENDIX B

UTICA ALPHA

The following Utica alphabetical order has been agreed upon for the purpose of arranging an employee's seniority according to Article 15.

The first letter "U" establishes a priority on the seniority list where seniority is equal among and between employees. The number one has priority and the corresponding letters and extending numbers have decreasing priority through number 26.

1 - U	10 - C	19 - E
2 - V	11 - W	20 - B
3 - M	12 - D	21 - Y
4 - T	13 - X	22 - Q
5 - F	14 - Z	23 - O
6 - G	15 - R	24 - P
7 - S	16 - K	25 - I
8 - N	17 - J	26 - A
9 - L	18 - H	