

MASTER AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF PONTIAC**

AND

**LOCAL 719 AMERICAN FEDERATION OF STATE, COUNTY
AND
MUNICIPAL EMPLOYEES' UNION (AFL-CIO)**

(FOOD SERVICE)

July 1, 2010 - June 30, 2012

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**MASTER AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND
LOCAL 719 OF AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEE'S UNION (AFL-CIO)
(Food Service)**

This Agreement is entered into this 1st day of July, 2010, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "Board," and Local 719 of the American Federation of State, County and Municipal Employees (AFL-CIO) and Council 25, hereinafter called the "Union," pursuant to Act 379 of the Michigan Public Acts of 1965.

ARTICLE I PURPOSE AND INTENT

- Item 1 The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the employee and the Union. The Board and the Union shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

- Item 2 During the term of this Agreement, both parties shall meet at mutually convenient times and places at the request of either party for the purpose of discussing any provision in the Agreement.

- Item 3 The Board shall not negotiate with any other food service group or organization claiming representation of this bargaining unit during the term of this Agreement.

- Item 4 The Union, employee, and Board agree the provisions of this Agreement shall be applied equally and without favoritism to all employees without discrimination as to sex, marital status, race, color, creed, national origin, handicap or political affiliation, or mental or physical disability.

- Item 5 The Union shall establish a Personnel Relations Committee which shall meet periodically during the school year with the Executive Director of Employee Relations or designated representative(s) as representative(s) of the Board to discuss matters of mutual interest concerning the District which fall outside the provisions of this Agreement. The purpose of these meetings shall be to provide a means whereby: items of concern to the Union may be brought to the attention of the Board representative(s) for consideration; items of concern to the Board representative(s) may be brought to the attention of the Union for consideration; information may be exchanged; a high level of mutual understanding may be maintained; and matters pertinent to the general welfare of the Union and the Board may be discussed.

ARTICLE II RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative "in respect to wages, hours of employment, or other conditions of employment" for all regular food service employees, including Helpers, Cooks, and Field Service Coordinators, employed in the District. Additional classifications which are established in the food service occupations in a non-supervisory role during the term of this Agreement shall be subject to negotiations between the Board and the Union in respect to wages, hours of employment, or other conditions of employment.

ARTICLE III BOARD RIGHTS

The Board reserves and retains, solely and exclusively, all rights to manage and direct its work forces, such as the determination of policies, operations, assignment, schedules, discipline and layoffs for the orderly and efficient operation of the District.

The Board reserves the right to operate and manage its affairs in all respects in accordance with its responsibilities. Powers and authority which the Board has not explicitly abridged, delegated or modified by this Agreement are retained by the Board of Education.

It is the exclusive right of the Board to establish work rules, establish schedules of work, determine and establish methods, processes and procedures by which work is to be performed as well as set work standards. The Board reserves the right to make work assignments in emergency situations.

The Board has the right to schedule overtime work as required, consistent with the provisions set forth in Article XI, Section O.

The parties hereto understand that every incidental duty connected with assignments enumerated in job descriptions are not always specifically set forth.

The Board has adopted an alcohol and drug policy, entitled Drug Free Workplace. The Union has the right to challenge the policy on reasonableness grounds for the first thirty days after receipt of the policy. The Union has the right to file a grievance on behalf of any member who may face charges as a result of the policy.

The Board has the right to adopt an absenteeism and tardiness policy. The Union has the right to file a grievance on behalf of any member who may face charges as a result of the policy.

ARTICLE IV UNION AND EMPLOYEE RIGHTS

Section A Union Rights

Item 1 Nothing contained in this Agreement shall be construed to deny or restrict to any rights conferred by the Michigan Employment Relations Act, the Michigan General School Laws, or applicable laws or regulations, and the Constitutions of Michigan and the United States. The rights granted to employees in this Agreement shall be deemed in addition to those provided by Board policy or established procedure. The Board shall not directly or indirectly discourage employees in their

employment of the above rights nor shall they be discriminated against in any way because of their activities in the Union to achieve these rights.

- Item 2 The Union may use the District mail service and employee mail boxes for communications to employees. The Union shall have the right to post notices of activities and matters of Union concern on employee bulletin boards, at least one of which shall be provided. The Union representative has the responsibility to maintain the bulletin board space assigned for Union use. All notices posted on this board must be signed by the Union representative if they are not identified from the Union. The rights granted herein to the Union shall not be granted or extended to any competing labor organization. A copy of any notice shall be forwarded to the Board on request.
- Item 3 Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided this shall not interfere with or interrupt the normal school operation, employee assignments, the instruction or management of pupils, or special assignments of any District employees.
- Item 4 The Union shall have the right to use Board audio-visual equipment at reasonable hours when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.
- Item 5 The Union shall be permitted the use of school facilities for regular and special business meetings and for Union committee meetings, 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 District.
- Item 6 On reasonable notice the Board shall provide the Union with copies of regularly prepared Board, County, State and Federal reports on information concerning the financial resources of the District including the annual financial reports and audits, preliminary and final budget documents, treasurer's reports, agendas and minutes of all Board meetings, membership data, information on file in the Personnel Office on food service employees: name, location, assignment, salary, experience level, rate of pay, sex, date of birth, as well as other recorded information that is readily available to assist the Union in representing employees. Restricted or confidential information pertaining to the evaluation of an employee's performance prior to employment in the District and Board evaluations contained in the personnel file shall not be available to the Union. The Union shall assume the cost of copies when only the original is available.
- Item 7 The Union shall be granted released time not to exceed five (5) days or a total of forty (40) hours to enable officers and/or designated representatives to conduct business which pertains to the Union. Requests for released time shall be submitted in writing and approved in advance by the Executive Director of Employee Relations or the Personnel Department.
- Item 8 The Union shall be granted released time not to exceed eight (8) days or a total of sixty-four (64) hours to enable the Union negotiating team to participate in scheduled negotiation sessions with the Board during regular work hours. It is mutually recognized that the principle of proportional representation which reflects

the increase and decrease in the work force is a sound and sensible basis for determining proper representation. Toward this aim, the bargaining committee of the Union shall consist of no more than five (5) members who are employees of the District or members of Michigan Council 25, AFSCME. The Board shall rely on the Union President to furnish the names of the committee members who are to represent the Union in bargaining sessions.

Section B Employee Rights

- Item 1 Any case of assault upon an employee as a result of carrying out the job duties during scheduled work hours shall be promptly reported to the Board or its designated representatives. The Board shall provide necessary legal counsel to advise the employee of the employee's rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- Item 2 The Board shall provide an appropriate locked facility and provision for the safekeeping of employee valuables. The Board shall not be held liable for any and all such loss as may occur.
- Item 3 Employees shall be provided copies of any material relating to the employee's attitude or performance on the job prior to the material being placed in the employee's personnel file.
- Item 4 Each employee shall be given a copy of this Agreement. The Union and the District shall split the cost of photocopying this and future Agreements by alternating responsibility for copying Agreements, with the Union photocopying this Agreement, the Pontiac School District responsible for photocopying the next Agreement and so on.

ARTICLE V UNION SECURITY

To the extent that the laws of the State of Michigan and the United States permit, it is agreed that:

- Item 1 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- Item 2 Employees hired after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the amount of regular monthly dues for the duration of this Agreement. They shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following the satisfactory completion of their probationary period.
- Item 3 Employees hired prior to the effective date of this Agreement are required to become Union members or pay a service fee as a condition of employment. They

shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following the end of their probationary period.

- Item 4 Union members shall meet the conditions of this Article as long as they are no more than sixty (60) days in arrears in payment of dues or service fee. The Board shall be notified in writing by the Union of employees covered in Items 1, 2, and 3 of this Article who are sixty (60) days in arrears in payment of membership dues or service fee.
- Item 5 Employees may have their monthly membership dues or service fee deducted from their earnings by signing an authorization for checkoff of dues or fee form or make a single payment for the full year dues directly to the Union treasurer. The Union will provide the Board with signed authorization for checkoff of dues or fee form, which will state the amount of dues or service fee to be deducted.
- Item 6 The Personnel Department shall make available upon request to designated Union representatives information on: new food service employees hired, including their employment dates and location of assignments; food service employee terminations; and food service employees who return from leave.
- Item 7 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- Item 8 The Union shall assume the legal defenses of any suit or action against the Board regarding this Article. The Union further shall indemnify and save harmless the Board for any cost including damages which may be incurred by the Board as a result of said suit or action, subject, however, to the following conditions: the damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents; the Union, after consideration with the Board, has the right to decide whether or not to appeal the decision with any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board or tribunal; the Union's legal counsel has the authority to direct the defense of any lawsuit involving this Article; and the Union shall have the right to compromise or settle any claims made against the Board under this Agreement.

ARTICLE VI HOURS OF EMPLOYMENT

Section A Work Day and Work Week

- Item 1 The Board shall determine the hours of employment for employees. The total hours assigned each employee, exclusive of a required thirty (30) minute lunch period, shall be determined by the needs of each individual school lunch program.
- Item 2 An employee shall be guaranteed three (3) hours when reporting for duty on a day

when the regular school lunch program for students is operating.

2.1 The Personnel Relations Committee will develop procedures for informing employees of days when lunches will not be served.

Item 3 Except in the case of emergency, training or instruction, secondary school cafeteria managers shall not routinely spend a majority of the normal lunch service time performing the work of the bargaining unit.

Item 4 On junior high conference days when satellite elementary schools are in session, the regularly assigned elementary employees shall have the first opportunity to work the time assigned in the elementary but no less than three (3) hours. This provision shall apply in all similar situations.

Item 5 Employees shall be offered 170 days of employment during each school year, beginning with the 1986-87 school year. When employees are not scheduled to work in their regularly assigned buildings, they may be reassigned within classification at the discretion of the Board.

Section B Rest Periods

Item 1 Employees working six (6) hours or more per day shall be entitled to a morning and afternoon fifteen (15) minute rest period. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.

Item 2 Employees working three (3) hours but less than six (6) hours per day shall be entitled to one (1) fifteen (15) minute rest period.

ARTICLE VII OTHER CONDITIONS OF EMPLOYMENT

Section A Postings

Item 1 Position openings shall be posted in the cafeterias seven (7) calendar days prior to the filling of the vacancy.

Item 2 Postings shall include employee names who were transferred as a result of postings and new employees awarded positions since the last posting. If the position is posted for fewer hours, it shall be reviewed with the Union.

Item 3 The employee with the greatest seniority shall be awarded a position except when the employee has not previously held a job in said classification. Then the employee with the greatest seniority in the classification shall be awarded the position. The seniority date shall be placed on the posting of the employee awarded the position.

Item 4 Applicants shall be advised of how the position is filled within fourteen (14) calendar days after the posting expires.

- Item 5 Cafeteria openings shall be posted no later than ten (10) work days after an opening occurs except in extenuating circumstances beyond the Board's control.
- Item 6 Interested employees shall apply within the seven (7) calendar day posting period. Employees bidding for the job must file their bids in writing in the Personnel Department. The employee shall retain one (1) copy of the form and the Personnel Department shall retain the original.
- Item 7 The senior applicant shall fill the job as soon as possible within seven (7) calendar days after the posting period, and shall be granted a one (1) month trial period. This shall not prevent the District from disqualifying the employee where lack of ability to qualify is obvious. The trial period shall determine the ability to perform the job. If the employee is unsatisfactory in the new position, and is denied the opening, notice and reasons shall be submitted to the employee in writing by the Board with a copy to the Union. The matter may then become a proper subject for Level Three of the grievance procedure.
- Item 8 Helpers promoted to Cooks shall be placed at their current experience level on the cook wage schedule.
- Item 9 Bid forms shall be available in all buildings.
- Item 10 The provisions of this Section shall be in force unless the employee has a disciplinary action in his/her personnel file.

Section B Seniority

- Item 1 The first twelve (12) months of an employee's employment for employees hired on or after July 1, 2008 shall be a probationary period. A probationary employee shall have no security status in the classification in which employed and may be discharged any time during the probationary period if in the opinion of the Board the employee is not suited to the District's needs.
- Item 2 An employee who is continued in employment for more than twelve (12) months shall have seniority rights within the district; seniority shall be computed from the date of regular employment. When two or more employees are hired on the same day, their names shall be placed on the seniority list in alphabetical ranking, last name first, at date of hire, upon the completion of their probationary period.
- Item 3 The principle of seniority shall be applied to transfers, layoffs, recalls, and rehiring for the helper's position.
- Item 4 The principle of seniority shall be applied to transfers, promotions, layoffs, recalls, and rehiring when the employees involved have attained similar levels of qualifications for the positions of cook.
- Item 5 Seniority shall not be interrupted by reason of layoff, transfer, promotion, sick leave, or leave of absence authorized by the Board.
- Item 6 Seniority shall be lost by voluntary resignation or discharge.

- Item 7 The Board shall maintain an up-to-date seniority list at all times and make this list available to the Union upon request each January.
- Item 8 Employees entering the Armed Forces shall accumulate seniority during the period of military service and shall be reinstated upon release from service in a position equal to the one formerly held.
- Item 9 An employee's seniority shall terminate if he/she:
- 9.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;
 - 9.2 Is absent from work for three (3) consecutive scheduled work days without notifying the District prior to or within such three (3) day period of a justifiable reason for such absence, unless it was impossible for such notice to be given;
 - 9.3 Following a layoff for a lack of work or funds, he/she fails or refuses to notify the Board of his/her intention to return to work within seven (7) calendar days after written notice, sent by certified mail of such recall, is sent to his/her last address on record with the Board or, having notified the Board of his/her intent to return, fails to do so within three (3) calendar days after such notice is sent or upon the day established by the Board for his./her return, whichever is later;
 - 9.4 Fails to request a leave of absence, or does not return to work on his or her first scheduled workday immediately following the termination of a leave of absence or vacation, unless in the latter case, he/she presents evidence satisfactory to the Board that it was impossible for him/her to return at the expiration of such leave or vacation;
 - 9.5 Is laid off for a lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of layoff or one (1) year, whichever is lesser.

Section C Layoff

- Item 1 Reductions in the work force shall be affected through the following procedure:
- 1.1 The necessary number of probationary employees defined in Article VII, Section C, Item 1, shall be laid off.
 - 1.2 The necessary number of least senior employees in the helper classification shall be removed.
 - 1.3 Probationary employees in the cook or baker classification shall be removed and have the right to bump into the helper classification to which seniority entitles.

- 1.4 The necessary number of less senior employees in the cook and baker classifications shall be removed and have the right to bump into the helper classification to which seniority entitles.
- 1.5 Cooks and bakers affected by the reduction shall have the right to bump into any position on a District basis to which classification and seniority entitles.
- 1.6 Employees with bumping rights as set forth in Items 1.3, 1.4, and 1.5 of this Section shall exercise said right, or accept the layoff until recalled.
- 1.7 Employees to be laid off shall be given at least fourteen (14) calendar days advance notice of the layoff in writing except when layoff is caused by circumstances beyond the Board's control. Copies of the layoff notices shall be sent to the Union on the same date the notices are issued to employees.
- 1.8 In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Board, the employees immediately affected may be laid off without notice and regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall be regulated by seniority application.
- 1.9 The layoff procedures of this Section do not apply to the normal reduction of work force during the time school is not in session.

Section D Recall

- Item 1 The laid off employee shall be recalled in the reverse order of the layoff -- the most senior employee shall be recalled to the first opening in the classification from which the employee was laid off. Recall shall be by certified mail, return receipt requested, to the employee's last known address on file with the Board. The employee shall be required to notify the Board of his/her intention to return to work within fourteen (14) calendar days after the notice is sent or, having notified the Board of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Board for his/her return, whichever is later.
- Item 2 It is the employee's responsibility to keep the Board informed of proper address and phone number.
- Item 3 The Board may remove an employee from the recall list if he/she has been laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of the layoff or one (1) year, whichever is greater. This item shall not apply to employees laid off prior to the ratification of the 1998-2001 Bargaining Agreement with the Board.

Section E Health Requirements

- Item 1 New employees shall provide proof of freedom from tuberculosis prior to employment. It must be current within the last year. In case free service is not available, employees shall furnish proof at their own expense.

- Item 2 Current employees shall furnish annual or tri-annual proof of freedom from tuberculosis as determined by the County Health Department. This may be done by x-ray or skin test.
- Item 3 Physical examinations performed on or after March 1, 2008 for employees returning from medical leave of absence will be used to meet any State requirement. If the physical examination is required by the State or requested by the Pontiac School District, the cost of such examination over and above that covered by the employee's Health Insurance shall be borne by the Pontiac School District.
- Item 4 In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board may request the employee to provide a physician's certification that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

Section F Resignation and Retirement

- Item 1 Employees who wish to resign shall give written notification to the Personnel Department at least fourteen (14) calendar days prior to its effect.

Section G Evaluation

If an evaluation is done, an employee shall receive a copy of his/her evaluation by the appropriate management representative who review and sign it. The completed evaluation shall be signed by the employee, and forwarded to the Personnel Department and placed in the employee's file. Employee signature shall only indicate receipt of a copy. The employee will be allowed to attach comments to the evaluation form. Evaluations shall be fair and just.

Section H Equal Opportunity

The Board and the Union recognize the desirability of equal opportunity for all qualified applicants for positions in each cafeteria of the District

Section I Discipline

- Item 1 Disciplinary action shall include oral reprimand, written reprimand, suspension, and dismissal. Suspension and dismissal shall be only by official notification by the Personnel Department. The Union shall be notified of a suspension or dismissal the same day as the employee; however, the Union shall be notified five (5) days in advance of the discharge where practical.
- Item 2 The purpose of discipline is to correct inappropriate behavior or performance. No employee shall be disciplined without just cause.
- Item 3 Discipline shall occur if the employee fails to perform the duties required of the position or demonstrates inappropriate behavior.

- Item 4 The employee may request, and if requested, shall have Union representation present when being disciplined or discharged, except for oral reprimands. The employee shall be told if an oral reprimand is being administered.
- Item 5 Any disciplinary action shall be done in privacy and in a discreet manner.
- Item 6 If reversal of any disciplinary action occurs, the employee shall not be subjected to prejudice or loss of pay or other benefits including seniority.
- Item 7 The Board retains the right to dismiss an employee for insubordination, failure to perform duties properly, neglect of duty, improper conduct or incapability.
- Item 8 In lieu of dismissal, the Personnel Department may suspend an employee without pay for a period not to exceed five (5) work days.
- Item 9 After an eighteen (18) month period of satisfactory service, all written reprimands in an employee's file shall not be used against the employee in further disciplinary action and promotions or transfers.

Section J Transfers

An employee transferred to a position not in the unit and thereafter transferred to a position within the unit shall be granted all benefits and rights granted within this Agreement, except that time outside the unit shall not be counted in the provision of seniority for transfer, promotion or layoff purposes.

Section K Issuance of Paychecks

Within 90 days of ratification all employees will be paid by direct deposit. If a payday should occur on an inclement weather day causing all schools and offices to close, the Board shall implement procedure to issue paychecks for 719 Food Service employees who are required to report to work on that date providing no catastrophe has prevented the Payroll Department from preparing checks for issuance. Such a procedure may require the employee who worked to report to a central site to pick up the check. The Union will be promptly notified of any problem which might result in any delay in pay issuance.

In addition to the above, the Board will permit direct deposit of paychecks for those food service employees enrolling with the following institutions: North Oakland Community Credit Union, First of America Bank, and National Bank of Detroit. This arrangement is subject to the rules and regulations of the depositing institutions.

ARTICLE VIII GRIEVANCE PROCEDURE

Definition

An employee with a complaint considered to be a violation or misinterpretation or inequitable application of any of the provisions of the Agreement may register a complaint in the following manner:

Informal Appeal

Discuss the complaint with the appropriate supervisor with the object of resolving the matter informally.

Level One

The grievance must be presented to the appropriate supervisor within five (5) work days after the date of the occurrence or within twenty (20) work days of knowledge of the occurrence should extenuating circumstances exist. A written response will be provided within five (5) work days.

Level Two

If the employee is not satisfied at Level One, a written grievance shall be filed within five (5) work days of the appropriate supervisor's response with the administrator designated to be involved at Level Two who shall review the claim and provide a written decision to the Union President, Chief Steward, and the grievant within five (5) work days after the meeting.

Level Three

If the Union is not satisfied at Level Two, the grievance shall be filed in writing within five (5) work days of the Level Two response with the administrator designated to hear Level Three grievances. Upon receipt of the claim, a hearing shall be scheduled within five (5) work days. The Staff Representative from Council 25 AFSCME shall be notified of the hearing. If the grievance is not resolved at Level Three, a written decision shall be issued to the Union President, Chief Steward, and the grievant within five (5) work days after the hearing.

Level Four

If the Union is not satisfied at Level Three, the Union may file the grievance to arbitration within thirty (30) work days after receipt of the decision from Level Three, and by written notice to the Board. The cost of the arbitrator's services, including expenses if any, shall be borne equally by the Union and the Board.

Within ten (10) work days after such notice to arbitrate, the Union and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made to the American Arbitration Association by the party seeking arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. The arbitrator so selected shall hear the matter as promptly as possible and shall issue the decision within thirty (30) days from the date of the close of the hearing. The arbitrator's decision will be in writing and shall set forth findings of facts, reasoning, and conclusions on the issue submitted.

The arbitrator's powers stem from this Agreement. The arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall have any authority to make any decision which

requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Board, Union and grievant.

Union Representation

The employee may at informal appeal or at any step in the grievance procedure, request and have representation by a maximum of two (2) Union representatives, providing there is no interference with regular work hours and no cost to the Board.

Exception

Nothing contained herein shall limit the right of an employee with a grievance to discuss the matter informally with any supervisory or administrative personnel, or have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given the opportunity to be present at such adjustment.

Time Limits

No grievance shall be processed unless it is presented within five (5) work days of its occurrence or twenty (20) work days of knowledge of its occurrence should extenuating circumstances exist. The time limits set forth in Level One through Four may be extended upon mutual consent of the parties. Said extension shall be in writing by the party requesting the extension. The time limits set forth herein or agreed upon shall be adhered to by both parties. 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 settled on the basis of the Board's last answer. In the event the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the Union's grievance shall be automatically moved to the next Level.

ARTICLE IX PAID LEAVE

Section A Sick Leave

Item 1 Absence without loss of pay shall be allowed at the rate of one-half (1/2) day per pay period worked for the following reasons:

1.1 Certified personal illness or quarantine

1.2 Certified serious illness or death in the immediate family (mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, step-child)

1.3 Other reasons approved by the Superintendent of Schools or designee

Item 2 An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) work days) shall have time deducted from the employee's accumulated sick leave at the rate of one-half

(1/2) the number of normal work hours for each day for which Compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.

- Item 3 Effective July 1, 2010, sick days shall not accumulated. All existing employee sick banks will be frozen at the current level for the duration of this agreement. Commencing July 1, 2011, unused sick days accrued during the prior fiscal year will be paid to the employee by July 30 at 100% of their prior fiscal year rate of pay.
- Item 4 An employee whose sick leave accumulation has been used will notify the Personnel Office in writing of intent, within twenty (20) work days to return to duty, apply for a leave of absence if eligible, or resign. Failure to comply shall be treated as indicated in Article VII, Section C, Item 9.
- Item 5 After four (4) or more consecutive days of illness, a physician's written release shall be required before the employee may return to work.
- Item 6 Employees changing positions involving an increase or decrease in base hours shall have their accumulated sick bank converted to correspond to the base hours of the new position.

Section B Approved Leave Days

- Item 1 Three (3) days of an employee's accrued sick days in each school year may be used by full time employees as Personal Business days.
- Item 2 Personal Business days shall be deducted from accumulated sick leave.
- Item 3 Personal Business days shall not be cumulative.
- Item 4 Personal Business days may be used for the following reasons:
 - 4.1 Registration for approved courses when such registration cannot be accomplished at a time other than the employee's regular work hours.
 - 4.2 Religious holidays which require absence from work.
 - 4.3 Transaction of legal business when it cannot be done at a time other than the employee's regular work hours.
 - 4.4 Funerals, other than those provided under other Sections of this Agreement.
 - 4.5 Emergencies such as automobile accidents or home fires which require the employee's presence.
 - 4.6 Military reserve duty (National Guard). The Board shall pay the difference between the reservist's pay rate and the employee's daily school rate for three (3) days only when reserve duty cannot be fulfilled outside the school year.

- Item 5 Employees must give Human Resources a written notice 72 hours before the intended use of Personal Business days.
- Item 6 Records of all requests for Personal Business days, those granted and those denied, shall be maintained by the Personnel Department.

Section C Inclement Weather

Should it be necessary to close schools on a regular work day due to inclement weather, employees shall be paid the regular hourly rate for their normal hours of employment.

Section D Jury Duty

The Board shall pay the difference between the rate of jury pay and the employee's regular pay rate for time lost due to serving on jury duty for up to 30 days in any one school year. To determine reimbursement, the employee work day shall be based on the average hours per day for the two (2) pay periods prior to serving on jury duty.

Section E Family Leave

- Item 1 An eligible employee shall be entitled up to a maximum of twelve (12) work weeks of leave during any 12-month period of one or more of the following:
 - 1.1 Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - 1.2 Because of the placement of a son or daughter with the employee for adoption or foster care.
 - 1.3 In order to care for the spouse, or a son, daughter, or parent, of the employee if such spouse, son, daughter, or parent has a serious health condition.
 - 1.4 Because of a serious health condition, that makes the employee unable to perform the functions of the position of such employee.
 - 1.5 An eligible employee may use accrued sick time or vacation time during the life of F.M.L.A. for purposes of maintaining pay.

ARTICLE X LEAVES OF ABSENCE WITHOUT PAY

- Item 1 Leaves of absence without pay shall be authorized upon the recommendation of the Personnel Department as follows:
 - 1.1 Illness -- Certified illness for the following reasons:
 - 1.1.1 Personal illness, disability or quarantine -- Certification by a physician as to the physical health of the employee prior to return is required.

1.1.2 Serious illness or death in the immediate family (mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, step-child).

1.2 Union Representation -- Employees elected or appointed to a full-time office position with the Union representing the bargaining unit.

Item 2 Leaves for purposes other than illness, disability and Union representation may be approved by the Personnel Department.

To be eligible for a leave of absence for the reasons of Items 1.1.2 and 1.2 of this Section, an employee must have been employed at least two (2) years. To be eligible for a leave of absence for the reasons of Item 1.1.1 of this Section, an employee must have been employed at least one (1) year.

Item 3 Leaves of absence shall be granted for a maximum of one (1) year at a time and shall be renewable annually to a maximum of three (3) years. Seniority shall be broken if a written request for leave renewal is not made annually or the employee fails to report for duty at the expiration of leave.

Item 4 The employee shall be returned to the original position provided the duration of the leave is for a period of one (1) year or less and provided the employee provides written notice of intent to return thirty (30) calendar days prior to the expiration of the leave.

Item 5 An employee will be guaranteed a position upon the expiration of the leave of absence. If necessary, the least senior employee shall be laid off to provide the opening. If the opening occurs in a classification that is lower than the one the employee held prior to the leave of absence, the employee shall be paid at the current rate of pay for the classification held prior to the leave of absence. In no case will the number of daily hours of employment be less than prior to the leave. When a vacancy occurs in the classification held by the employee prior to the leave, the employee shall accept the position open that the employee's seniority entitles or revert to the rate of pay for the classification presently held.

ARTICLE XI ECONOMIC BENEFITS

Section A Health Benefits

- Item 1 The Board shall provide health benefits for full-time employees hired on or before July 1, 2010, who apply. The Board will pay a health/dental insurance premium of up to \$560.00/month for single coverage, \$1,230/month for two (2) person coverage, an \$1,540/month for full family coverage. These rates will remain in force for the duration of this agreement.
- Item 2 The health insurance plan shall be implemented in accordance with the rules and regulations of the provider.
- Item 3 The Board reserves the right to change carriers in order to continue to provide health insurance benefits to its employees. The Board will shop health insurance on an annual basis, in order to obtain the best coverage for the price, and will provide the Union with the opportunity to present alternatives and to assist in shopping for coverage.
- Item 4 Effective July 1, 2010, if the cost of health/dental insurance premiums exceed the limits set in Item 1 above, the employees will bear the difference between the amount paid by the District and that higher cost by payroll deduction.
- Item 5 This provision shall apply to employees who work on a daily basis no fewer than six (6) hours per day.
- Item 6 Opt Out Provision – Any employee who opts out of District coverage, for the next fiscal year, by June 1 of each year will receive a \$3,600 stipend payable in two (2) installments (December 1 and June 30).
- Committee: The District and the Union further agree to form a committee for the purpose of researching health benefits plans with the goal of reducing cost.

Section B Life Insurance

- Item 1 Upon submission of written application, the Board shall provide to six (6) hours or more per day Food Service employees term life insurance protection in the amount of \$10,000, that shall be paid to the employee's designated beneficiary. The term life insurance program shall also provide for double indemnity in the event of accidental death and dismemberment and a scheduled amount payable according to severity and loss in the event of dismemberment. The duration and level of benefits will be in accordance with ADEA Age Discrimination Employment guidelines.
- Item 2 To become eligible for the term life benefit, employees must be at work and able to perform all required duties on the day the benefit becomes effective.
- Item 3 Employees who have board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Employees electing the right to conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

- Item 4 The term life insurance program shall be provided within the underwriting rules and regulations as set forth by the carrier in the master contract held by the policyholder.

Section C Dental Benefits

- Item 1 The Board shall provide dental benefits for employees who apply. Employees shall be provided 80% payment of basic dental services, 80% payment of prosthodontic services with a \$1,000 maximum per eligible family member per year, and 80% payment of orthodontic services with a \$1,200 maximum per eligible family member. This provision shall apply to employees who work on a daily basis no fewer than six (6) hours per day.
- Item 2 The dental plan shall provide for both internal and external coordination of benefits and shall be implemented in accordance with the rules and regulations of the provider.
- Item 3 This provision shall apply to employees who work on a daily regular basis no fewer than five (5) hours per day.

Section D Optical Plan

The Board shall provide to employees, who apply, for a group optical plan. Should the cost of the coverage exceed \$65.00 per employee per year, the employee shall pay the increased cost. The Board and the Union shall jointly determine the specifications of such coverage.

Section E Vacation

- Item 1 After one (1) year of service completed by October 1, employees shall be provided with vacation pay according to their hourly rate of pay and the number of hours scheduled to work at this rate, as established by the Supervisor Food Service on October 1.
- Item 2 Employees who work on a daily basis no fewer than six (6) hours per day shall receive the following vacation with pay:
- 2.1 1-5 years of seniority -- (5 days)
 - 2.2 6-14 years of seniority -- (8 days)
 - 2.3 15 and over years of seniority -- (10 days)
- Item 3 Normally, vacations shall be taken when school is not in session. A special vacation request shall be granted by the manager of the Food Service Program when the employee is senior to others requesting the same date and when the work load is such that an employee's absence will not work an undue hardship with the District.
- Item 4 Payment for vacation days shall be made in one (1) lump sum during the last pay period in December of each year.

Item 5 An employee who resigns with two (2) weeks' notice or is discharged prior to December 15 shall receive vacation pay prior to resignation or discharge in accordance with the schedule in Item 2 of this Section, prorated on the number of days earned through the end of the previous fiscal year.

Item 6 Vacation days shall not be accumulative.

Section F Holidays

Item 1 New Year's Day, the last day of first semester, Good Friday, Easter Monday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24, Christmas, and December 31 are holidays without loss of pay, provided an employee works the last scheduled work day prior to the holiday and first scheduled work day after the holiday. (For the 1983-84 school year, Food Service employees will be paid for the last day of the first semester upon ratification of the master agreement, provided ratification is prior to 30 days June 1984). If a holiday falls on Saturday, the full day of Friday immediately prior to the holiday shall be a holiday, providing school is not in session.

Item 2 If an employee were to lose the last day of the first semester as a holiday because their work site is scheduled to work, the employee shall be given a day off in lieu of the holiday on a day determined by the Board. All employees may not receive the same day but shall be scheduled based on the District's needs.

Section G Schooling Credits

Item 1 Food Service employees shall be paid sixty dollars (\$60.00) for the successful completion of one hundred twenty (120) clock hours of classes by June 30, 1983. This payment shall be made in one (1) lump sum at the end of each year as long as these employees are members of the bargaining unit.

Item 2 During each fiscal year, the Board shall establish one (1) staff development session for Food Service employees. A session is defined as a six (6) hour non-work day. Attendance at this session will be encouraged but not required. Food Service employees who participate shall be paid at the rate of four dollars and twenty-five cents (\$4.25) per hour. The plans for staff development sessions shall be developed jointly by the Union and the Board.

Section H Meal Policy

The employee shall be provided a standard adult meal as served in the cafeteria on that day at no cost. The meal shall be consumed during the employee's designated lunch period.

Section I Uniform Allowance

It is understood that as of May 22, 2008, the parties have agreed that uniforms will be required and that Human Resources and the Union will meet to discuss appropriate uniforms." (see attached)

Item 1 Employees who have completed the probationary period prior to October 1 shall be entitled to purchase uniforms at the expense of the Board on the following basis:

1.1 Less than 5 hour position \$ 75.00

1.2 5 hours or more position \$100.00

Item 2 The above schedule shall be applied to the first full pay of September, on the basis of the employee's regular hours, not to include any extra hour(s) assignment in effect at that time.

Item 3 The Board and the Union recognize with a uniform allowance the need for neatness, uniformity of dress, and compliance with health and safety standards, the following policies shall be adhered to:

3.1 Uniforms may be shirts and trousers, dresses or pantsuits, with sleeves, in white or pastel colors. Uniforms must be clean and not in need of repair.

3.2 Under garments may be white, pastel colors and should not be a darker color than the uniform under which they are worn.

3.3 Shoes should be white, low-heeled, have enclosed leatherlike upper vamp, and composition or cushion soles. Shoes should be clean and not in need of repair.

3.4 Hair restraints as required by the Health Department shall be hair nets per Board policy. The Board shall provide hair nets for employees.

3.5 Any other health and safety standards as determined by the District shall be observed.

3.6 Uniforms shall be purchased in a uniform department.

3.7 Sample uniforms are on display in the Supervisor of the Food Service Program office and should be viewed prior to purchase of uniforms.

Section J Higher Classification Rate

Item 1 Employees who serve temporarily in a higher classification for one (1) or more hours as Cafeteria Managers shall be paid the following additional amount above their normal hourly rate:

1.1 Elementary -- \$.30

1.2 Secondary -- \$.43

1.3 Central High Commissary -- \$.52

Item 2 Helpers who serve temporarily as cooks or bakers shall be paid the following additional amount above their normal hourly rate:

2.1 Elementary -- \$.30

2.2 Secondary -- \$.43

2.3 Central High Commissary -- \$.52

Item 3 Employees who serve temporarily in a higher classification shall be determined in each building at the beginning of each year. Overall seniority shall be used to determine seniority in each building. Cooks and bakers shall have priority in serving for Managers according to seniority. Helpers who assist cooks or bakers shall serve for that cook or baker regardless of seniority.

Section K Attendance Incentive

Effective upon ratification of this Agreement, Food Service employees who have perfect attendance from January 1 through December 31 shall receive an attendance incentive on the last payending in December. The incentive shall be \$150.00 for perfect attendance, \$100.00 for no more than one (1) absence, \$75.00 for not more than two (2) absences, and \$50.00 for not more than three (3) absences. An absence for this Section is defined as a partially or fully missed day. No more than one (1) absence may be charged per day.

Section L Overtime Pay

Item 1 Overtime shall be paid after eight (8) continuous hours of work at a rate of 150% of regular time.

Item 2 An employee called to work for a special event on a day when school is not in session shall be paid at the rate of overtime stated in Item 1 of this Section. Special events shall be defined as any activities other than regularly scheduled food service for students which include food service for breakfast, lunch, and Headstart; and the preparation and clean-up pertaining to these services and educational workshops which also relate to these same services.

Item 3 After the completion of the normal work day, an employee called back to work during some afternoon or evening event shall be paid at the overtime rate.

Item 4 An employee called to work at an event at a time other than normal hours shall be paid a minimum of three (3) hours at the overtime rate.

Item 5 Extra time and overtime work shall be distributed equally to employees working in the same classification in the same cafeteria. A continuous record of the extra time and overtime hours charged to each employee shall be posted on the bulletin board monthly. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of extra hours or overtime hours at that time. If this employee does not accept the assignment, the employee shall be charged for the extra time or overtime involved and the employee with the next higher number of extra time or overtime hours shall be offered the

assignment. This procedure shall be followed until the required employees have been selected for the extra time or overtime work.

- Item 6 Overtime work shall be voluntary except in emergencies. There shall be no discrimination against an employee who declines to work overtime.
- Item 7 Employees in the building shall not be sent home involuntarily while a substitute is retained in the building to work in any classification.
- Item 8 Cafeteria facilities shall be used by groups not affiliated with the District only by permission of the manager of the Food Service Program. The manager shall determine the necessary work force.

Section M Retirement Pay

An employee who retires and who qualifies for retirement benefits under the State Retirement Plan, or an employee who does not qualify under the State Retirement Plan but has a minimum of ten (10) years service at age 65, shall receive pay at the current rate at the time of retirement for one-half (1/2) of the number of sick leave hours the employee has accumulated, amount of pay not to exceed thirty (30) days. Presentation to the Personnel Department of the retirement card, indicating retirement number issued by the Retirement Board to the retiree, shall be sufficient to receive retirement pay.

ARTICLE XII WAGE SCHEDULE

- Item 1 The wage schedule to take effect July 1, 2010 and to cover the period of employment through June 30, 2012 shall be as follows:

Food Service

| Years of Experience Classification | Helper | Group Leader | Elementary Cook/Baker | Secondary Cook/Baker | Commissary Cook/Baker | Field Coordinator |
|---|---------------|---------------------|------------------------------|-----------------------------|------------------------------|--------------------------|
| Step 0 | 7.93 | 8.13 | 8.45 | 8.86 | 8.95 | 11.95 |
| Step 1 | 8.15 | 8.35 | 8.67 | 8.98 | 9.18 | 12.18 |
| Step 2 | 8.30 | 8.51 | 8.80 | 9.22 | 9.30 | 12.30 |
| Step 3 | 8.44 | 8.63 | 8.98 | 9.39 | 9.53 | 12.53 |
| Step 4 | 8.68 | 8.87 | 9.24 | 9.55 | 9.74 | 12.74 |
| Step 5 | 8.87 | 9.06 | 9.41 | 9.75 | 10.01 | 13.01 |
| Step 6 | 9.12 | 9.32 | 9.68 | 10.01 | 10.23 | 13.23 |
| Step 10 | 9.44 | 9.64 | 10.00 | 10.32 | 10.54 | 13.54 |
| Step 15 | 9.52 | 9.70 | 10.06 | 10.39 | 10.60 | 13.60 |
| Step 20 | 9.70 | 9.92 | 10.28 | 10.58 | 10.82 | 13.82 |
| Step 25 | 9.82 | 10.01 | 10.40 | 10.69 | 10.93 | 13.93 |
| Step 30 | 9.93 | 10.11 | 10.50 | 10.81 | 11.03 | 14.03 |

- Item 4 The Whitmer Human Resources Center shall be considered as a "Secondary School" for the purposes of wage schedule implementation.

Item 5 An employee working as a satellite group leader at an elementary school shall be paid an additional fifteen (15) cents per hour for functions responsibilities.

Item 6 Longevity shall be applied to the maximum step (Step 6) of each wage schedule for each employee as follows:

2008-2009

Hired prior to: 10-1-98 -- \$.20 additional per hour

Hired prior to: 10-1-90 -- \$.25 additional per hour

Hired prior to: 10-1-87 -- \$.38 additional per hour

ARTICLE XIII DURATION OF THE AGREEMENT

Item 1 This Agreement incorporates the entire understanding of the Union and the Board in respect to wages, hours of employment, or other conditions of employment which have been the subject of negotiation. During the term of this Agreement neither party shall be required to change any matter in this Agreement.

Item 2 This Agreement shall become effective on July 1, 2010 and continue in full force and effect through June 30, 2012.

2.1 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination.

2.2 If either party desires to modify this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired.

2.3 Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail.

BOARD OF EDUCATION

Date _____

By _____
President

By _____
Secretary

LOCAL 719, AFSCME (AFL-CIO)

Date _____

By _____
President

By _____
Food Service Representative

By _____
A.F.S.C.M.E. Staff Representative

LETTER OF AGREEMENT #1

Bargaining unit employees working during the summer shall be paid at the same hourly rate as current district substitute rate.

Bargaining unit employees will be considered first for summer work employment.

____/____/____

Union Representative

____/____/____

Board Representative

LETTER OF UNDERSTANDING #2

It is hereby understood and agreed by and between A.F.S.C.M.E. 719 Food Service employees and the Pontiac School District that in implementing an administrative procedure for Article VII, Section K, of the 1998-2000 Food Service Contract, the Board will permit Food Service supervisors to pick up and distribute checks to Food Service employees not required to work on inclement weather days, providing the supervisor is at work and the checks have been made available to the supervisor.

It is further agreed and understood the Board is not obligated to require the Food Service supervisor to report to work nor is it required to call out other units in order to make checks available for those employees not required to report for work on an inclement weather day.

The procedure outlined in this Letter of Agreement is to be reviewed after its implementation, and in any case, will expire June 30, 2001. Such subject may properly be brought up for future negotiations after June 30, 2001.

For the Union _____

For the Board _____

A.F.S.C.M.E. Staff Representative _____

LETTER OF UNDERSTANDING #3

The administrative procedure for administering Article XI, Section K, attendance incentive, is as follows:

For Food Service employees the following absences from work will not disqualify the attendance incentive:

- A. Funerals of the immediate family as defined in Article IX, Section A, 1.2.
- B. Approved Leave days under Article IX, Section B, Item 4.3.
- C. Work related injuries that prevent the employee from reporting for work.

For the Union _____

For the Board _____

A.F.S.C.M.E. Staff Representative _____

Letter of Agreement

For some years employees of the Food Service Department would meet during the month of June and go through a process of bumping. This process uprooted persons from their jobs without a solid foundation for some.

Following the last bumping meeting, held June 5, 1998, personnel administrators and union officials decided to discontinue the annual bumping practice. Contract language will be utilized to address job vacancies and transfers.

Certainly, it is understood that administrators and union officials are at liberty to script a plan to address excessive movement of employment at one time.

For the Union _____

For the Board _____

A.F.S.C.M.E. Staff Representative _____