
Plymouth-Canton

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Community Schools

Agreement
Between the
Plymouth-Canton Board of Education
and the
Plymouth-Canton
Cafeteria Association

2009-2012

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AGREEMENT

between

THE PLYMOUTH-CANTON COMMUNITY SCHOOLS, hereinafter referred to as the "Employer"

and

THE PLYMOUTH-CANTON CAFETERIA ASSOCIATION, hereinafter referred to as the "Union."

ARTICLE I

Purpose

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Plymouth-Canton Board of Education and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

Union Recognition, Deduction of Dues, and Union Security

Section 1. Union Recognition

- A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- B. The term "employees" as used herein shall include all full-time and regular part-time cafeteria staff employees or staff to be employed with the Employer including cafeteria managers, but excluding supervisors, substitutes, and all other employees. A regular cafeteria employee is one who normally works in a school cafeteria five (5) days each week when school is in session.
- C. No bargaining unit member shall have the authority to discipline other bargaining unit members. Discipline shall be defined as a written reprimand, suspension without pay or discharge.

Section 2. Union Security

- A. It shall be a condition of employment that all employees of the Board covered by this Agreement:
 - 1) Become members of the Union on or before the sixty-first (61) working day of employment following the effective date of this Agreement, or on or before the sixty-first (61) working day following the beginning of their employment with the Board, or
 - 2) Execute an authorization for the payment of an agency shop fee for the deduction of a sum equivalent to the dues of the Union on or before the

sixty-first (61) working day following the effective date of this Agreement, or on or before the sixty-first (61) working day following the beginning of their employment with the Board. Employees shall be given a copy of the form authorizing check off for the Union dues and service fees at date of hire. The representation-service fee shall be the amount determined by the Union to be the employee's pro rata share of the Union's cost of negotiating and administering the collective Bargaining Agreement.

ARTICLE III

Union Dues or Fees and Payroll Deductions

- Section 1. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, and voluntary political action funds as established by the Union. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Cafeteria Association Constitution and Bylaws. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, and voluntary political action funds from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Such dues, and voluntary political action funds shall be forwarded to the Union forthwith. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the employee taking any paid leave of absence or sick leave as provided for in this contract.
- Section 2. Upon the appropriate written authorization from the employee, the Employer shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Employer.
- Section 3. The Union will furnish the Employer or its designated representative with a copy of the membership form of all employees paying dues.
- Section 4. The Union shall save harmless the Employer from any liability it may incur to an employee as a result of the illegality of the amount of the representation-service fee as certified by the Union.
- Section 5. The dues shall be deducted in equal installments, and the Union shall be responsible for refunding overpayments and collecting underpayments, where the individual's dues deductions don't cover his/her total dues obligation. The Union shall also be responsible for informing the payroll department of any increase or decrease in yearly dues liability.

ARTICLE IV

Non-Discrimination

- Section 1. The Employer will not interfere with or discriminate in any respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as described in this Agreement on behalf of the Union, nor will the Employer encourage membership in another union.
- Section 2. The Employer and the Union recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, age, gender, creed, color, religion, national origin, height, weight, sexual orientation or marital status. The parties will work together to assure equal employment opportunities to all.

ARTICLE V

Bargaining Teams

The Bargaining Teams of the Employer and the Union have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment for personnel represented by the Union.

ARTICLE VI

Agreement Distribution

Copies of this Agreement, signed by the president and chairperson of the bargaining team of the Union and the President and Secretary of the Board of Education of the Plymouth-Canton Community Schools, shall be duplicated and distributed to all present cafeteria personnel and to all new cafeteria employees of the Plymouth-Canton Community Schools cafeteria system. The cafeteria manager shall have available at all times a copy of this Agreement for use by any and all cafeteria personnel of the Union.

ARTICLE VII

Responsibilities

The Board of Education of the Plymouth-Canton Community Schools has directed Executive Director of Support Services of the Plymouth-Canton Community Schools or his designee to operate the cafeteria system of the school district on a self-supporting basis. He is directed to take that action which he may deem necessary to comply with this directive. It is clearly understood that cafeteria supervision, kitchen custodial services, and water will not be charged to the cafeteria fund.

ARTICLE VIII

Management Rights

- Section 1. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union, either as to the taking of action under such rights, or with respect to the consequences of such action during the term

of the Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right:

- A. to the executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees during employee working hours;
- B. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;
- C. to establish levels and assignments as deemed necessary or advisable by the Employer;
- D. to 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 standards of operation; the means, methods, and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
- E. to adopt rules, regulations and determine the number needed and length of their assignments;
- F. determine the number and location or relocation of its facilities, including the establishment or relocations of the new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. to determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not abridge any rights from employees as specifically provided for in this agreement.
- H. to determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provisions in this agreement.

Section 2. The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this agreement, unless by mutual consent.

Section 3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption and equal application of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan and the Laws and Constitution of the United States.

Section 4. The listing of specific management rights in this Agreement is not intended to be, nor shall it 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 Employer in the past.

ARTICLE IX

Strikes and Lockouts

Section 1. The Union agrees that during the entire life of this Agreement there shall be no sanctioned or condoned strike, sit-down, stay-in, slow-down or work interference or curtailment of any kind for any reason.

Section 2. The Union further agrees it will take action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow-downs, picketing or work interference curtailment of any kind by notifying the employees.

Section 3. All shop stewards and officers of the Union shall take action to try to prevent any wildcat strikes, sit-downs, stay-ins, slow-downs, picketing or work interference's or curtailments of any kind.

Section 4. The Employer shall have the right to discipline (including discharge) any or all employees who violate this Article, providing the Union reserves the right to file a grievance as to whether the employee was involved in said action.

Section 5. The Employer agrees that during the life of this Agreement there shall be no lockouts and insofar as may be permitted by law the Employer hereby waives any right that it may have to sue the Local Union or Cafeteria Association with which it is affiliated for damage resulting from unauthorized work stoppages.

ARTICLE X

Health Insurance

Section 1. The Board agrees to pay, after the initial 60 work days in the bargaining unit, 80% of the premium/illustrated rates for medical coverage for employees who are employed twenty-five (25) or more standard hours per week. Employees who are insured through the district program will contribute 20% of the cost for insurance. These contributions will be payroll deducted. *See Appendix A for details.*

Hours will be determined after the November 1st counts to be effective January 1 and after the April 1st to be effective July 1 and will encompass the open enrollment period for health insurance.

Section 2. The Board reserves the right to bid and name the third party administrator and the carrier of prescription co-pay. The district maintains the right to change insurance carriers.

Section 4. Any employee who is eligible for health insurance and agrees not to enroll in the plan will receive a lump sum payment of \$600 in lieu of health coverage. Any employee who chooses to receive money in lieu of health insurance will continue to

be eligible for all other insurance coverage. The lump sum will be paid in the last pay in July. The lump sum will be prorated for employees who worked less than a full year without insurance coverage.

Section 5. A flexible spending account for employee contributions will be established to include medically related expenses and dependent care expenses in accordance with the I.R.S. regulations.

ARTICLE XI

Life Insurance & Long Term Disability Insurance

Life Insurance

The Plymouth-Canton Community Schools agrees to provide, after the employee's initial 60 work days in the bargaining unit, the premium for ten thousand dollars (\$10,000.00) term life insurance for all regular cafeteria personnel.

Long Term Disability Insurance

The employer agrees to pay the premium for long-term disability benefits to all regular full-time employees who work 25 standard hours or more a week. The long-term disability plan shall be provided after a ninety (90) calendar day waiting period and shall provide 66 2/3% coverage of salary up to a maximum of \$2,000.00 per month.

Hours will be determined after the November 1st counts to be effective January and after the April 1st counts to be effective July 1 and will encompass the open enrollment period.

ARTICLE XII

Dental Insurance & Vision Insurance

Section 1. **DENTAL COVERAGE:** The Board agrees to pay, after the initial 60 work days in the bargaining unit, 80% of the premium/illustrated rates for dental coverage for employees who are employed twenty-five (25) or more standard hours per week. Employees who are insured through the district program will contribute 20% of the cost for insurance. These contributions will be payroll deducted. *See Appendix A for details.*

Hours will be determined on November 1 to be effective January 1 and April 1 to be effective July 1 and will encompass the open enrollment period.

The Board reserves the right to bid and name the insurance carrier or become self-insured provided comparable levels of coverage are met.

Section 2. **VISION COVERAGE:** The Board agrees to pay, after the initial 60 work days in the bargaining unit, 80% of the premium/illustrated rates for vision coverage for employees who are employed twenty-five (25) or more standard hours per week. Employees who are insured through the district program will contribute 20% of the cost for insurance. These contributions will be payroll deducted. *See Appendix A for details.*

The Board reserves the right to bid and name the insurance carrier or become self-insured provided comparable levels of coverage are met. Hours will be determined on November 1 to be effective January 1 and April 1 to be effective July 1 and will encompass the open enrollment period.

ARTICLE XIII

Health, Safety and Training

Section 1. The Employer will continue to take all reasonable precautions to safeguard the health and safety of its employees during their regular hours of work.

Section 2. It is recognized:

- A. Periodic training sessions, on a released time basis, will be conducted during the school work day or after school hours.
- B. Attendance will be mandatory for those designated employees.
- C. This language does not govern contract language pertaining to promotions and transfers.
- D. Designated employees shall be given four (4) working days notice for mandatory meetings pertaining to their job and shall be paid for the time attended, excluding education days.

Section 3. Two in-service activities when school is in session for one-half day (1/2) will be required. One in-service will be held each semester for a minimum of two hours.

Section 4. All managers, assistant managers and elementary cafeteria assistants will need to complete and successfully pass Serv Safe Certification to continue in their positions. If an employee moves in to a position that requires them to be Serv Safe Certified, they must sign up for the first available course and pass within thirty working days. The district will pay for the Serv Safe class and certification. If an employee does not pass the exam the first time the district will pay for a second re-take of the course and test.

The employee will be responsible for the cost of certification after a failed second attempt. If the employee fails on a third attempt, the employee will be demoted to a position not requiring certification. Once the employee passes the exam for certification they will become eligible to apply for an open position that requires Serv Safe Certification. It is the employee's responsibility to have their certification up to date.

ARTICLE XIV

Subcontracting

All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the judgment of the Employer it can be done more economically.

ARTICLE XV

Jury Duty - Subpoena as Witness

Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called to jury service or subpoenaed as a witness will be granted leave with full pay. However, the money earned as a juror shall be reimbursed to the district, except the money received for mileage.

ARTICLE XVI

Discipline and Discharge

Section 1. No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

Any cause for discipline or discharge known to the Employer and on which action or notification has not been initiated by the Employer within fifteen (15) days shall be void.

Section 2. A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.

ARTICLE XVII

Personal Leave Days

Section 1. Sick Leave Days: Each employee covered by this Agreement will be entitled to sick leave of one (1) work day with pay for each month of service, beginning with the first completed full calendar month and accumulative to one-hundred seventy-five (175) work days. Days earned beyond one-hundred seventy-five (175) will be held in a catastrophe bank. Anyone taking five (5) or more sick days in succession may be required to bring in a signed statement from their physician. Proof of illness may be required if the employer has reason to suspect abuse.

Section 2. Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. (Medical proof of illness may be required.) Sick leave should be granted when, through exposure to contagious disease, or disability directly related to their employment responsibilities, the presence of the employee at his/her employment position would jeopardize the health of others. To receive sick day for medical, dental, or optical examination or treatment, three (3) days notice of the appointment must be given except in the case of emergency.

Section 3. A. Workers Compensation: Absence of less than seven (7) days resulting from a minor personal injury in the course of employment with the Plymouth-Canton Community Schools shall be deducted from accumulated allowable days of absence provided the employee files at the Board Office, prior to returning to regular employment, a statement from his/her doctor stating the number of days he/she will be unable to work.

- B. Absence caused by a major personal injury arising in the course of employment with the Plymouth-Canton Community Schools which entitles the injured employee to compensation under the provisions of the Worker's Compensation Act, shall be charged against allowable sick leave until the eighth (8th) day, allowable days of absence shall be charged only for the portion in excess of the compensation payment until employee's sick leave bank is exhausted.

Section 4. Bereavement Days: In the event of a bereavement in an employee's immediate family, he/she may take up to five (5) working days of his/her accumulated sick leave with pay, at the time of bereavement. Immediate family is construed to mean wife, husband, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, and any other relative or non-relative living or making their home in the household of the employee. Additional days may be granted in extenuating circumstances, or to travel long distance for funeral services, providing said time has been approved.

Section 5. Records of sick days accumulated and taken shall be available to the employee or the Union upon request.

Section 6. All new employees after completing the probationary period and upon working their first day as a permanent employee shall have placed in their sick bank one (1) sick leave day for each month between that month and June of that fiscal period year.

All permanent employees, at the beginning of the school year will have placed in their sick leave bank, dependent upon eligibility (10 days - 10 months --- 12 Days - 12 month employees).

Time taken off during the probationary period will be without pay.

Section 7. Personal Business Days: - Two (2) personal leave days per year shall be allowed for personal business. The administrator may grant other personal business days and these days are to be deducted from the employee's personal leave bank.

- A. Personal Business cannot be used for vacation or for time immediately before or after an established holiday, vacation period or before or after school breaks
- B. The appropriate supervisor, using his/her best judgment will take into consideration such items as length of service, attendance, involvement in school activities and other factors, which are pertinent to the case in determination of personal leave days.
- C. Personal business days shall be requested at least one week in advance except in cases of emergency. Approval must be received before the employee takes the time off.

Section 8. Thirty Day Emergency Bank: In the event that it is necessary for an employee to be absent more than the cumulative days allowable, the employee shall be paid the difference between his/her regular wages and those of anyone employed to substitute for him/her during his/her absence up to a maximum of thirty (30) days. The additional thirty (30) days shall not be cumulative. Absence beyond the additional thirty (30) days shall mean full loss of pay.

Section 9. Attendance stipend. Regular cafeteria employees who have five (5) days of absence or fewer during the school year will be paid a stipend according to the following table.

Days absent	Under 25 standard hours stipend	25 standard hours and over stipend
0-1	\$150	\$250
2	\$125	\$225
3	\$100	\$200
4	\$75	\$175
5	\$50	\$150

Vacation days, bereavement days, Union days and workers' compensation (less than 30 days) will not be charged against bonus days.

EFFECTIVE FOR THE 2011-2012 SCHOOL YEAR ONLY THIS STIPEND WAS ELIMINATED.

ARTICLE XVIII

Leave of Absence

Cafeteria personnel, after one (1) year of employment, who are granted a leave of absence without pay or benefits will not lose seniority or accumulated sick leave upon returning to work. No additional seniority or accumulated sick leave will be added during the period of the leave of absence. Application for a leave of absence shall be made to, and approved by, the Executive Director for Human Resources or designee.

If the leave of absence is for one semester or less, then the employee shall return to his/her previous job assignment. If the leave of absence is for a period longer than one semester, then the employee shall fill a vacancy, or bump the lowest seniority employee in his/her classification. The Article is not applicable to hours. A maximum amount of leave for a leave of absence shall be one (1) year.

ARTICLE XIX

Closing a Cafeteria

If for any reason it should become necessary to close a cafeteria (temporarily), cafeteria personnel shall be placed in other cafeterias of the system by the Executive Director of Human Resources or designee, according to classification and seniority, without loss of wage rate.

ARTICLE XX

Retirement Allowance

In appreciation for services to the School District, a retirement payment of one hundred dollars (\$100) per year of service, up to thirty years, shall be paid upon retirement provided the employee shall have been employed in the School District as a regular employee (5 days each week) for at least ten (10) years and is eligible and has made application for Michigan School Employees Retirement Fund benefits. Payment will be made upon evidence that application has been made with reasonable assurance that the retiring employee qualifies.

403(b) Special Pay Plan: Plymouth-Canton Community Schools, the employer, has adopted a 403(b) special pay plan. Therefore, the following items currently in PCCS/PCCA master agreement, voluntary retirement compensations, retirement allowance and any other "special pays" (tax qualified and retirement severance pays) will be paid through Plymouth-Canton Community Schools 403(b) special pay plan.

ARTICLE XXI

Jurisdiction

Section 1. Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency when regular employees are not readily available. This clause shall not apply to special projects where employees perform work on a voluntary basis.

Section 2. No provisions of this Agreement shall be construed to restrict the Employer from the use of federally funded youth employment programs, instructional programs, cooperative education programs or community service, provided said use does not result in the elimination/substitution of any employees covered by this Agreement. The above said person will not be used outside of regularly scheduled hours to avoid paying overtime to employees covered by this Agreement.

ARTICLE XXII

Uniforms

Section 1. Uniforms are to be of the same color district wide. Leather non-skid shoes with closed heels and toes should be purchased each year. Shoes must be designated "non-skid" by the manufacturer, and the employee must provide evidence or documentation of the non-skid status in order to receive reimbursement. Jeans are not acceptable as an approved uniform.

Section 2. Uniform and shoe allowance of \$150 per school year per employee working less than 25 standard hours per week will be approved by the respective cafeteria managers; receipted bills must be submitted within the limit established for reimbursement to the Assistant Superintendent of Facilities & Operations or designee prior to June 1 of each year.

Section 3. Uniform and shoe allowance of \$200 per school year per employee working 25 standard hours or more per week will be approved by the respective cafeteria managers; receipted bills must be submitted within the limit established for

reimbursement to the Assistant Superintendent of Facilities & Operations designee prior to June 1 of each year.

ARTICLE XXIII

Seniority - Layoff - Recall

Section 1. Seniority standing shall be granted to all employees covered by this Agreement. The standing is to be determined on the basis of service to the district from the date of regular employment in the bargaining unit with the Plymouth-Canton Board of Education. Seniority for regular full or part time cafeteria staff shall be defined as total years of service, including time on leave of absence or layoff, in the bargaining unit.

All new employees shall be placed on the seniority list as of the first day of employment, upon the completion of a probationary period of sixty (60) working days of employment. Probationary employees may be discharged or disciplined by the Employer without the same causing a breach of this Agreement or constituting a grievance.

If two (2) or more employees have the same seniority date, their position on the seniority list will be decided by a lottery system, upon completion of the probationary period. A representative of the Association, designated by the president will meet with the Employer to conduct the lottery. Employees involved may be present at the lottery if they so desire.

Section 2. Seniority shall be terminated if the employee resigns, retires, is discharged, or refuses a recall from layoff.

Section 3. Employees are expected to give two (2) weeks notice of resignation.

Section 4. Employees shall be laid off and recalled according to their seniority in their classifications. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a lower classification provided the senior employee is qualified to hold the position held by the employee.

Employees who are reduced in hours by 25% or more shall have the option of displacing the lowest seniority in their classification who has comparable hours, and/or hours as close as possible.

Employees who do not qualify for benefits due to the reduction of their hours shall have the option of displacing the lowest seniority in their classification who qualifies for benefits. If an employee cannot displace an employee within their classification, they will displace the lowest seniority employee in the next lower classification for which they are qualified.

Compensation and benefits provided to active employees will not accumulate while an employee is on leave of absence or layoff.

Section 5. An agreed to seniority list shall be made available to the PCCA President and to each employee covered by this Agreement on November 1 of each year: such list shall contain date of hire with the District, date of entry into classification and employee's location.

Section 6. Any employee who takes another position within the Plymouth-Canton Community Schools shall not continue to earn seniority in this bargaining group while in such position. If this person returns to this bargaining unit, he/she will receive only the seniority he/she accumulated up to the time of leaving this bargaining unit.

ARTICLE XXIV

Promotions or Vacancies

Section 1. All Cafeteria positions will be posted for at least seven (7) calendar days prior to having the position filled. Positions shall be filled within ten (10) working days upon termination of posting. All postings will be distributed to managers.

Section 2. If possible, cafeteria managers positions shall be filled from present employees who are qualified by training, experience, attitude, health and ability to get along with others. Seniority shall be considered as one of the criteria.

Section 3. The posting of a cafeteria vacancy, excluding cafeteria aide positions, will list the position, the school, the approximate hours per day, the wage scale for the position, and the starting date.

Section 4. Vacancies which occur during the summer months will be posted at the opening of school, except for Extended School Year schools, where postings will be sent to all managers homes and all schools.

Section 5. Promoted or transferred employees will be given up to thirty (30) working days to demonstrate their qualifications in the new position. Those personnel who are not deemed qualified shall be returned to their original position, or available work.

Section 6. Promotions shall be made from in-district personnel, if they are deemed qualified to do the job, before the district hires outside personnel.

Section 7. A Traditional School Year cafeteria employee, if interested, may apply to substitute during the summer in an Extended School Year school. If it is a lower rated position they shall be paid the rate of the job classification in which they are performing, and they shall be paid at their level of experience. Upgraded positions will be governed by Article XXV.

Section 8. Voluntary and involuntary transfers shall be considered on an individual basis.

Section 9. Employees are not allowed to transfer until their probation period is completed.

ARTICLE XXV

Temporary Classification Change

When a lower classification employee performs all duties of a higher classification employee, that employee will be paid 70 cents per hour additional after performing these duties for three (3) consecutive days and the increase of 70 cents will be retroactive to include the three (3) days.

ARTICLE XXVI

Education Days

- Section 1. After the completion of a satisfactory probationary period and each year thereafter, regular cafeteria personnel shall be eligible for a maximum of nine (9) education days with pay. The use of the equivalent of nine (9) days per year shall be approved by the Superintendent or his designee in advance of an employee attending an educational day activity. Hours of pay equivalent to the maximum of (9) days per year for approved evening, weekend, or half day activities can be accepted as education days. Time and hours can be credited to the employee's timesheet at his/her normal regular rate of pay. Education days will not be paid any overtime rate but at the normal pay rate. Employees will be reimbursed on an hour per hour basis. The employee will receive one hours rate of pay for each hour in attendance at a regularly scheduled, previously approved, educational activity. Accumulation of in-service days will be allowed, and these days can be paid during scheduled school vacation, professional or in-service days within the current school year.
- Section 2. The criteria for approval of education days will include: (1) certification courses approved by the state, (2) courses to upgrade skill levels in food service, (3) district-wide needs, (4) fiscal status of district cafeteria fund, (5) conventions in food service areas, (6) and other approved.

ARTICLE XXVII

Vacation Days

- Section 1. During the second and third years, regular cafeteria personnel will receive five (5) days vacation with pay. These days will be taken when school is not in regular session during the vacation period(s), in the building, or on days when breakfast or lunch is not being served or when an employee is not needed.
- Section 2. During the fourth year and each year thereafter, regular cafeteria personnel will receive ten (10) days vacation with pay. These days will be taken when school is not in session during vacation period(s), in the building, or on days when breakfast or lunch is not being served or when an employee is not needed.
- Section 3. During the eighth year and each year thereafter, regular cafeteria personnel will be eligible for twelve (12) days vacation with pay. These days will be taken when school is not in session during vacation period(s), in the building, or on days when breakfast or lunch is not being served or when an employee is not needed.
- Section 4. During the eleventh year and each year thereafter, regular cafeteria personnel will be eligible for fifteen (15) days vacation with pay. These days will be taken when school is not in session during vacation period(s), in the building, or on days when breakfast or lunch is not being served or when an employee is not needed.
- Section 5. Vacation is to be taken by June 30th for Traditional employees and August 31 for Extended School Year employees.

ARTICLE XXVIII

Anniversary Date - Probationary Period

Your anniversary date is one (1) year from the day you were hired. This does include your probationary period. Employees starting prior to January 1 of a given year will proceed to the next increment in September of any given year. Employees starting after January 1 of any given year will not proceed to the next increment. The Probationary Period for cafeteria personnel will be sixty (60) working days. No fringe benefits will be granted during the probationary period.

ARTICLE XXIX

Holidays

Section 1. Regular cafeteria personnel will be paid for the following holidays providing they work the day preceding and the day following the holiday if same are regular work days.

Labor Day	December 31
Day before Thanksgiving	New Year's Day
Thanksgiving	Good Friday
Friday after Thanksgiving	Memorial Day
December 24	July 4 (Extended School Year Employees)
Christmas Day	Two Personal Holidays

Two personal holidays can be taken anywhere during the school year, but must be utilized by June 1st. Prior approval of a personal holiday is required only if it is to be taken on a scheduled work day. A personal holiday taken when school is not in session does not require prior approval, but must be reported according to departmental procedures.

Section 2. Regular cafeteria personnel, upon completion of a satisfactory probationary period, shall be eligible for holiday pay for those holidays that fall after the date the probationary period ends.

Section 3. For the 2011/12 school year all cafeteria employees will be required to take one (1) furlough day (the first snow day, or a mutually agreed upon by members). Furlough day will sunset at the end of the 2011/12 contract.

ARTICLE XXX

Scope, Waiver and Alteration of Agreement

Section 1. No agreement, alteration, understanding, variation, waiver of, modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Plymouth-Canton Board of Education and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2. It is understood and agreed that if any part of this agreement is in conflict with mandatory Federal or State laws, that such part shall be suspended and the

appropriate mandatory provision shall prevail and the remainder of this Agreement shall not be affected hereby.

- Section 3. Nothing contained within this contract shall be construed to deny or restrict an employee in any rights he/she may have under State law, Federal law, or other applicable regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE XXXI

Union Business

- Section 1. After presentation of proper credentials to the Principal's office, officers or accredited representatives of the Union shall (upon request by the Union), be admitted into the buildings of the School District during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances.

- Section 2. Grievance/membership Chairperson

- A. Employees may be represented by one Grievance/membership chairperson and a designated alternate steward, or both, whose identity shall be made known to Human Resources.
- B. The Grievance/membership chairperson, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with his/her supervisors. This privilege shall not be abused.

ARTICLE XXXII

New Jobs & Workforce Alteration

The Employer shall have the right to establish, evaluate, change and eliminate jobs. The Employer shall not reduce the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Employer shall establish the job description and notify the union.

The Employer will notify the Union of such new or changed jobs.

ARTICLE XXXIII

Distribution of Overtime, Satellite Provisions and Employee Certification

- Section 1. Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work, during the regularly scheduled work week.

- Section 2. Whenever an employee is required to return to work after the completion of his/her regularly scheduled work hours, or is called on Saturday or Sunday, he/she shall

receive pay for the actual time worked at his/her appropriate rate for a minimum of two (2) hours, excluding staff meetings.

Time worked under this clause is not to be construed with hours worked prior to or after the termination of the shift when such hours are continuous. No employee shall be compensated for any time worked by being granted time off in place thereof.

Section 3. Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one work week. Double time will be paid for holidays and Sundays.

Section 4. Beginning in the 1999-2000 school year, the practice in the district as to overtime will be altered as indicated below:

For the holidays of Thanksgiving, Good Friday, Memorial Day, and Labor Day, overtime will be paid at time-and-one half to food services workers who:

- a. Are scheduled to work eight (8) hours per day each day during the school year, and,
- b. Work each day of the above holiday weeks and work over eight (8) hours on a given work day, and
- c. Would have earned overtime during the holiday weeks indicated above had they not had a holiday scheduled. (Example: Monday – 8 hours; Tuesday – 9.5 hours; Wednesday – 8.5 hours; Thursday – 8 hours; Friday – Good Friday; will result in two (2) hours overtime for that week.)

The parties have agreed to extend this language beyond the Letter of Agreement signed November 12, 1999.

ARTICLE XXXIV

Termination and Modification

Section 1. This Agreement shall continue in full force and effect from July 1, 2009 until June 30, 2012.

Section 2. If either party desires to modify or change 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 or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 3. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, Plymouth-Canton Cafeteria Association, and if to the Employer, addressed to Plymouth-Canton Community Schools, 454 South Harvey, Plymouth, Michigan 48170, or to any other such address the Union or the Employer may make available to each other.

Section 4. The effective date of this Agreement is July 1, 2009. All provisions of this Agreement shall be retroactive to that date unless otherwise noted herein.

ARTICLE XXXV

Miscellaneous

- Section 1. The Union shall be granted the use of ten (10) Union days per year for its use for attendance at the Representative Assemblies, conferences, conventions, workshops, and other mutually agreed to functions between Union and the Employer.
- Section 2. Satelliting - definition
To send food prepared in one school, by transportation, to another school.
- Section 3. School Cancellation
- A. All regular seniority employees will be paid for any day when school is canceled by an Act of God such a storms, snow, etc., which is not rescheduled.
 - B. If a regular employee reports to work on a day when school is canceled by an Act of God and the day is to be rescheduled, the employee will be paid for the time worked on the rescheduled day.
 - B. If a regular employee reports to work on an Act of God day, due to the District failing to announce the school cancellation or is required to work any portion of that day, the employee will be paid for the hours worked in addition to A or B above.
- Section 4. Standard hours definition.
"Standard" hours refers to an employee's officially-assigned hours per week, not including substitute hours or any hours added on a short-term and/or temporary basis.

ARTICLE XXXVI

Grievance Procedure

- Section 1. A grievance shall be defined as a written complaint by an employee in the bargaining unit alleging a violation, misinterpretation or misapplication of the specific terms of this Agreement.
- Section 2.
- A. Working day shall be Monday through Friday excluding holidays.
 - B. Time limits may be extended by mutual agreement.
 - C. Any grievance not processed to the next step of the grievance procedure within the specified time limit shall be deemed settled on the basis of the last decision rendered.
 - D. A grievance not answered within the specified time limit may be processed to the next step of the grievance procedure.
 - E. No grievance shall be processed based on the occurrence of a condition prior the execution of this agreement.
- Section 3. INFORMAL CONFERENCE

The employee may within ten (10) working days of the alleged occurrence discuss his/her problem with his/her immediate administrative supervisor.

Any employee not satisfied with a personal conference with his/her immediate administrative supervisor may take his/her problem to the Steward for consultation. The Steward may visit that supervisor in a further effort to resolve the grievance, which visit shall occur within ten (10) working days after the event giving rise to the problem. That supervisor shall give his/her decision within three (3) working days.

The Association Executive Committee, through the Steward and/or the Executive Committee, shall approve of, and process, all grievances to be pursued beyond the Informal Conference level of the Grievance Procedure.

Section 4. All grievances must be handled by the following procedure:

Step 1. SUPERVISOR LEVEL: If the problem is not resolved in the informal conference it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the employee and presented to the supervisor by the Steward within fifteen (15) working days after the alleged occurrence. The written grievance may be presented to and discussed with the supervisor by no more than two (2) Union representatives accompanied by the employee at the discretion of the Union. Within five (5) working days after receiving the written grievance, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the Union.

Step 2. EXECUTIVE DIRECTOR OF HUMAN RESOURCES: Within ten (10) working days after delivery of the supervisor's decision the grievance may be appealed to the Executive Director of Human Resources or designee. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1. Within five (5) working days after delivery of the appeal, the Executive Director of Human Resources, or the designee, shall investigate the grievance and shall communicate his/her decision in writing together with supporting reasons to the Union and to the supervisor.

Step 3. SUPERINTENDENT: Within ten (10) working days after delivery of the Executive Director of Human Resources decision the grievance may be appealed to the Superintendent or designee. The appeal shall be appealed in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. Within five (5) working days following a hearing the Superintendent, or his/her designee, shall communicate his/her decision in writing together with the supporting reasons to the Union, the Executive Director of Human Resources and to the supervisor.

Step 4. ARBITRATION: Any unresolved grievance which relates to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party in strict accordance with the following:

- a. Arbitration shall be invoked within ten (10) working days of the decision in Step 3 by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice,

the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.

- 1) The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.
- 2) Each party shall be responsible for the expenses of the witnesses that they may call.
- 3) The Arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this Agreement.
- 4) The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
- 5) The decision of the Arbitrator shall be final, conclusive and binding upon the Employer, the employees and the Union.

The expenses of the arbitration shall be borne equally by the parties.

PAY SCALES

CAFETERIA EMPLOYEES 2008/09 SALARY SCHEDULE (1% ON SCHEDULE)

	Start	12 Months	24 Months	36 Months	48 Months
Supervisor High School Cafeteria	12.07	13.94	17.34	17.50	
Satellite Manager	10.95	13.43	16.27	16.44	
High School Manager	10.73	13.18	15.97	16.10	
Middle School Manager	10.25	12.72	15.53	15.70	
Elementary School Manager	9.83	12.19	15.05	15.24	
Assistant High School Manager	9.14	10.78	13.37	13.52	
Cafeteria Assistant	9.14	9.89	11.76	11.87	
Secondary Cafeteria Assistant (Middle & High School)	9.14	10.12	12.00	12.14	
Cafeteria Aide	9.14	9.35	9.89	9.97	10.14

- A. Cafeteria Aides may advance through the steps of Cafeteria Assistant on the approval and recommendation of the Cafeteria Manager and the Executive Director of Human Resources, or his/her designee.
- B. All new employees shall be observed by the Cafeteria Managers and be given at least two written evaluations prior to the end of the probationary period. The evaluations are to be submitted to the Personnel Office.
- C. PAY SCHEDULE:
- 1) For the 2009-10 school year – 0% salary increase
 - 2) For the 2010-11 school year – 0% salary increase
 - 3) For the 2011-12 school year – 0% salary increase – step freeze

LONGEVITY

Employees who have completed a minimum of five (5) years of continuous service prior to September 1 shall be paid in accordance with the following schedule in December:

Employees working less than 25 standard hours:

5 - 9 years	\$200
10 - 14 years	\$300
15 - 19 years	\$400
20 - 25 years	\$500
25 years or more	\$600

Employees working 25 standard hours or more:

5 - 9 years	\$300
10 - 14 years	\$400
15 - 19 years	\$500
20 - 25 years	\$600
25 years or more	\$700

ANNUAL STIPEND

An annual stipend based on standard hours assigned on October 1 shall be paid on the first pay in October of the following year to all employees on payroll at that time. For example, employees on payroll for the first pay in October 2007 will be paid the annual stipend based on the standard hours they were assigned on October 1, 2006. Employees who were not employed on October 1, 2006 would not receive the annual stipend.

An employee who works 12.5 standard hours per week or less will be paid \$25.

An employee who works from 13.75 to 23.75 standard hours will be paid \$50.

An employee who works 25 standard hours or more will be paid \$160.

EFFECTIVE FOR THE 2011-2012 SCHOOL YEAR ONLY THIS STIPEND WAS ELIMINATED.

ONE TIME STIPEND IN LIEU OF ATTENDANCE STIPEND AND ANNUAL STIPEND

(For 2011/12 school year ONLY)

An employee that works 12.5 hours per week or less will receive \$35.

An employee that works over 12.5 up to 24.75 hours per week will receive \$75.

An employee that works over 25 hours or more per week will receive \$300.

UNION/MANAGEMENT MEETINGS

It is hereby agreed by and between the parties that a committee composed of three bargaining unit members selected by the Union and the Director of Food Services, Director of Human Resources and the Assistant Superintendent of Business Services or their designees will meet, as needed, to address ongoing issues between the parties. In addition, this committee will meet to discuss concerns regarding the allocation of hours for fringe benefit purposes should a concern arise.

THIS AGREEMENT AND EACH OF ITS PROVISIONS SHALL BE EFFECTIVE AS OF JULY 1, 2009 AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL JUNE 30, 2012.

Plymouth-Canton Cafeteria Association

Plymouth-Canton Community Schools

By Deborah Bence
Deborah Bence
President

John Barrett
John Barrett
President, Board of Education

Dawn Fischer
Dawn Fischer
Negotiating Team

Judy Mardigian
Judy Mardigian
Secretary, Board of Education

Denise Fotis
Denise Fotis
Negotiating Team

Monica Merritt
Monica Merritt
Executive Director, Human Resources

Phillip Freeman
Phillip Freeman
Assistant Superintendent for Facilities and Operations

Kristen Hennessey
Kristen Hennessey
Director of Food Service

2012 FEB -7 PM 2:28

PLYMOUTH-CANTON Community • Schools

APPENDIX A

CAFETERIA

(Working 25 hrs. or more weekly)

Benefit Summary Sheet

Eligibility Period: 60 working days

HEALTH

OPTION 1

Company: Blue Cross Community Blue PPO Plan
Telephone: 1-800-637-2227 (claims & I.D. cards)
Internet address: www.bcbsm.com
Outside of Michigan: 1-800-810-BLUE (to locate an out of state provider)
Group/Suffix: 67982/038

Benefits:

Basic

1. Hospitalization
2. Prescriptions, \$10/\$40 co-pay & 90 day mail order x 2 co-pays
3. Outpatient Psychiatric, \$20 co-pay
4. Doctor's office visit \$20 co-pay, in network.
5. Emergency room: \$30.00 co-pay unless billed as medical emergency.
Urgent Care: \$20.00 co-pay unless billed as medical emergency.
7. Deductibles: In-Network \$100 per person/\$200 family
Out-of-Network \$250 per person/\$500 family
8. Co-Insurance: In-Network 90% after deductible to max. \$500 per person/\$1000 family
Out-of-Network 70% after deductible to maximum \$1500 per person/\$3000 family

No health coverage, \$600 lump sum payment

Effective: End of eligibility period
Open Enrollment: June to be effective September 1

(Only time to enroll or add dependents if not done at the time of the event)
Benefit Year: January - December
Eligibility: 25 or more hours weekly

OPTION 2
BOTH PLANS

LIFE

Company: CIGNA
Group: FLX963665 Class 6
Effective: End of eligibility period

Benefit: \$10,000 Term Life

SELF-FUNDED DENTAL

Company: Meritain Health (A.D.N. provider information: www.adndental.com)
Telephone: 1-800-748-0003
Group: 140929

Open Enrollment: June to be effective September 1
(Only time to enroll or add dependents, if not done at the time of the event.)
Effective: 1st of the month after completion of eligibility period

Benefit:

- COB Sufficing
1. 80% without other coverage
 2. 50% with other coverage
\$1,000 annual max, \$800 life time ortho max

Benefit year: January – December

LONG TERM DISABILITY

Company: CIGNA
Group: LK62601 Class 8
Effective: 1st of the month after date of hire

Benefit: 90 calendar day qualifying period
66 2/3% of monthly salary, \$ 2,000 mo. max

SELF-FUNDED VISION

Company: Meritain Health
Telephone: 1-800-748-0003
Group: 140929

Open Enrollment: June to be effective September 1
(Only time to enroll or add dependents, if not done at the time of the event.)
Effective: 1st of the month after completion of eligibility period

Benefit:

Exam	48.00
Single Pres. Pair of Lenses	63.00
Bifocal Pres. Pair of Lenses.....	72.00
Trifocal Pres. Pair of Lenses.....	90.00
Lenticular Pres. Pair of Lenses.....	108.00
Contact Lens Pres. Pair of Lenses	150.00
Standard Frames	44.00

Exam and glasses or contacts, once every 12 months
Benefit year: January - December

EMPLOYEE ASSISTANCE PROGRAM

Company: CIGNA
1-800-538-3543
www.cignabehavioral.com/CGI

FLEXIBLE SPENDING ACCOUNT

Company: Meritain Health
Telephone: 1-800-748-0003

***NOTE:** All insurance claim forms are available in the School office and in the Employee Benefit office.

Dawn Schaller
Employee Benefits Coordinator
(734) 416-4834

**LETTER OF UNDERSTANDING
BETWEEN THE
PLYMOUTH-CANTON BOARD OF EDUCATION
AND THE
PLYMOUTH-CANTON
CAFETERIA ASSOCIATION**

The Board of Education of the Plymouth-Canton Community School ("the Board") Cafeteria Association ("Association") hereby agree to the following Letter of Understanding:

1. Senate Bill No. 7 and its subsequent Public Act hereinafter referred to as "Senate Bill No. 7", which shall become effective on September 15, 2011, places a limit on the maximum expenditure amount that a school district can pay towards the medical benefit plans they offer to their employees.
2. Sec. 3 of Senate Bill No. 7, establishes a default "hard cap beginning on January 1, 2012, whereby the maximum expenditure that a district can pay towards the medical benefit plans it offers to its employees shall be limited to:
 - a. \$5,500.00 for single person coverage,
 - b. \$11,000.00 for individual and spouse coverage,
 - c. \$12,500.00 for individual and child or children coverage, or
 - d. \$15,000.00 for family coverage.
3. Senate Bill No. 7 exempts any contract or agreement entered into prior to September 15, 2011 from its requirements until that agreement or contract expires. The parties agree that any contract or Letter of Agreement entered into prior to September 15, 2011, shall not establish a "status quo" with regard to Senate Bill No. 7.
4. Senate Bill No. 7 requires uniform application with regard to all district employees.
5. For the 2011/2012 school year only, the parties agree to a 20% contribution towards the illustrated rates for health insurance and the benefit plan specifications attached as Addendum A. It is the understanding of the parties that the 20% contribution towards the illustrated rates for health insurance and the benefit plan specifications attached as Addendum A shall specifically expire on June 30, 2012.

6. In the event that the Board does not take any action with regard to the default provisions of Senate Bill No. 7, prior to the expiration of the 2011/2012 Agreement, the contribution towards the illustrated rates for health insurance and the benefit plan specifications shall revert on September 1, 2012 to those in effect as of August 31, 2011.
7. The default provision pursuant to Sec. 3 of Senate Bill No. 7, shall not be cumulative with the 20% contribution towards the illustrated rates for health insurance provided in this Letter of Agreement. For example an employee with full family coverage shall not be obligated to pay the combination of a 20% contribution towards the illustrated rates for health insurance and any premium cost in excess of \$15,000 pursuant to Sec. 3 of Senate Bill No. 7.
8. The Superintendent of Schools shall notify the Association, on or before June 15, 2012, whether the default provisions pursuant to Sec. 3 of Senate Bill No. 7 will be effective as of September 1, 2012.
9. The June 15, 2012 notification by the Superintendent of Schools is designed to accommodate any necessary changes in insurance plan specifications.
10. The parties shall establish a committee to review insurance plans/benefits and costs to better enable comparisons of insurance plans/benefits for the bargaining teams. The committee shall provide the bargaining teams a report by March 15, 2012.
11. The parties have agreed each employee shall receive an unpaid furlough day the first snow day of the year, or a day mutually agreed upon between parties. Additionally, parties have agreed that members will receive a one-time stipend in lieu of the attendance stipend and annual stipend. These provisions shall expire on June 30, 2012 and shall not be carried forward without the specific written agreement of the parties.

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