

MASTER AGREEMENT

Between the

**BENZIE COUNTY CENTRAL
BOARD OF EDUCATION**

and

**BCTGM-LOCAL 81
(Bakery, Confectionery Tobacco
Workers
& Grain Millers, Local 81)**

**(Representing Benzie County Central
Food Service Workers)**

2003-2008

TABLE OF CONTENTS

| <u>Articles</u> | | <u>Page</u> |
|-----------------|---|-------------|
| Article 1 | Agreement | 1 |
| Article 2 | Recognition | 1 |
| Article 3 | Union Dues and Fees | 1 |
| Article 4 | Duration of Agreement | 2 |
| Article 5 | Management Rights. | 3 |
| Article 6 | Employee Rights | 4 |
| Article 7 | Seniority | 5 |
| Article 8 | Reduction and Recall of Personnel | 6 |
| Article 9 | Vacancy | 7 |
| Article 10 | Protection of Employees | 8 |
| Article 11 | Grievances | 8 |
| Article 12 | Head Cook | 11 |
| Article 13 | Hours | 11 |
| Article 14 | Unpaid Leave of Absence | 12 |
| Article 15 | Paid Leave of Absence | 13 |
| Article 16 | Family Medical Leave | 14 |
| Article 17 | Wages | 14 |
| Article 18 | Longevity | 15 |
| Article 19 | Overtime | 16 |
| Article 20 | Employee Paid Holiday | 16 |
| Article 21 | Continuing Education | 16 |
| Article 22 | Insurance | 16 |
| Article 23 | Uniforms | 19 |
| Article 24 | Miscellaneous Provisions | 19 |
| Article 25 | Evaluations | 19 |

ARTICLE 1 - AGREEMENT

This Agreement made and entered into by and between the Board of Education of Benzie County Central Schools, Benzonia, Michigan (hereinafter referred to as the "Employer") and the Bakery, Confectionery Tobacco Workers & Grain Millers International BCTGM 81 of America, AFL-CIO-CLC, Local 81, representing Benzie County Central Food Service Workers (hereinafter referred to as the "BCTGM 81").

ARTICLE 2 - RECOGNITION

A. The Employer recognizes the BCTGM 81 as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all regularly employed full-time and part-time food service employees employed by the Employer, but excluding substitutes, supervisor, executive personnel, and all others.

B. The Employer agrees not to negotiate with any employees' organization other than the BCTGM 81 for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the BCTGM 81, if the judgment is not inconsistent with the terms of this agreement, provided the Association has been given the opportunity to be present at such an adjustment.

C. The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the BCTGM 81, to secure a prompt and fair disposition of grievances, and to eliminate interruption of work.

D. An employee member of BCTGM 81 who is requested by BCTGM 81 to be absent from work to attend a BCTGM 81 authorized function may do so with a forty-eight hour prior written notice to the Employer by using his/her available personal leave day(s), or by taking an approved unpaid day. Not more than two (2) individuals may be absent for this purpose on the same date, and not more than one from any building. BCTGM 81 is solely responsible for any training costs that may be incurred.

ARTICLE 3 - UNION DUES AND FEES

A. An employee who is not a member of the Union in good standing, or who does not make application for Union membership within forty-six (46) work days from the date of commencement of duties as a regular employee, shall pay as a service fee to the Union an amount established by the Union, which amount shall not exceed the full dues required to be paid by Union members, nor shall it exceed the amount as allowed by law.

B. In the event that an employee does not pay such service fee directly to the Union or authorize such payment through payroll deduction, the Employer shall, upon the

written request of the Union, and pursuant to MCLA 408.447; MSA17.277 (7) deduct the service fee from the employee's paycheck and remit the same to the Union

C. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to nonmembers along with other required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given work year. Only one change shall be made each fiscal year.

ARTICLE 4 - DURATION OF AGREEMENT

This Agreement shall be effective on the date the Agreement has been ratified by both parties (except that the wage schedule in Article 17 shall be retroactive to July 1, 2004 and the change in insurance coverage in Article 22 will begin September 1, 2005, or on the first of the month following sixty (60) days after this contract has been ratified by both parties, whichever is later), and shall continue through August 31, 2008. This Agreement shall not be extended orally and it is expressly understood that it shall expire at the close of the workday preceding and nearest to July 1, 2008. After April 1 of the last year of the contract, upon written notification of one party to the other, the parties shall initiate negotiations for the purpose of entering into a successor agreement to this contract.

BCTGM 81

EMPLOYER

Chief Spokesperson

President

Committee Member, Chief Steward

Superintendent

Authorized Signature

Date

Date

ARTICLE 5 - MANAGEMENT RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or not specifically withheld from it, by the Michigan School Code (as revised and amended) and the laws and the Constitutions of the State of Michigan and of the United States, including, by way of illustration and not limitation, the following:
- B. Manage and control the school's business, the equipment and the operations, and to direct the work force and affairs of the Employer.
- C. Assign and direct the work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- D. Direct the work force, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties to employees, and to determine the size of the work force and to lay off employees.
- E. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.
- F. Adopt reasonable rules and regulations.
- G. Determine the qualifications of employees.
- H. Determine the number and locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, department divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- I. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- J. 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 of employees as specifically provided in this Agreement.
- K. Determine the policy affecting the selection, position related testing or training of employees, providing that such election shall be based upon lawful criteria.

L. The exercise of the foregoing rights (paragraphs “A” through “K”, above), authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the Constitution and laws of the United States of America. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE 6 - EMPLOYEE RIGHTS

A. The Employer agrees that it will not discriminate against any employee because of his/her membership in the BCTGM 81, his/her participation in the lawful activities of the BCTGM 81, his/her participation in collective negotiations with the Employer, his/her institution of a grievance, as defined in this agreement or otherwise with respect to any terms or conditions of employment.

B. The Employer and the BCTGM 81 recognize the necessity for the peaceful settlement of disputes that may arise over the application of interpretation of this Agreement. When a dispute cannot be settled by the grievance procedure, both parties recognize the right of each to seek the assistance of the Michigan Employment Relations Commission.

C. The BCTGM 81 shall have the right to use school building facilities after school hours for BCTGM 81 business on the same basis as Employer policy permits the use to other community groups except that no charge shall be made to the BCTGM 81 for such use as long as such use is on behalf of BCTGM 81 represented employees of the Employer.

D. BCTGM 81 activity of any type shall not involve employees during their scheduled working hours, however, regional and/or local BCTGM representatives will be allowed to visit schools or communicate with one another via telephone during working hours provided they have notified the Employer of their presence. Such visits and/or telephone communication shall not interfere with the normal performance of duties by the employees. Should the additional telephone communication become, in the sole discretion of the employer, abusive it shall be temporarily suspended, until such time as the parties meet, discuss and resolve the issue(s) giving rise to the temporary suspension.

E. The Employer shall make readily available to the BCTGM 81 all information available to the public. The Employer shall cooperate in helping the BCTGM 81 to locate information, but is under no obligation to incur costs or time of clerks or the administration to prepare any information for the BCTGM 81.

F. Any costs incurred by the Employer from BCTGM 81 requests for materials, supplies, use of equipment, etc., shall be paid for in full by the BCTGM 81.

G. Bulletin boards, whose locations are specifically designated by the Employer, shall be made available for use by the BCTGM 81 and its members.

H. If the Employer requires an employee to be engaged during his/her regular working hours in negotiating on behalf of the BCTGM 81 with any representative of the Employer, the employee shall be released from regular duties without loss of wages.

I. No non-probationary bargaining unit member shall be disciplined or discharged except for just cause. The following steps will be followed during normal corrective and progressive discipline procedures. The Employer reserves the right to forego any of the steps depending on the severity of an identified problem. In some cases, the Employer may determine the severity of the problem warrants immediate suspension. Except for the more serious discipline issues, it is expected that unrelated discipline issues will first be dealt with at step one.

- Step 1. Discussion of the problem (with documentation to the employee and to the employee's personnel file).
- Step 2. Discussion of the problem (with documentation of a verbal warning to the employee and placed in the employee's personnel file).
- Step 3. Discussion and written reprimand filed in the employee's personnel file.
- Step 4. Suspension with or without pay.
- Step 5. Dismissal.

J. A bargaining unit member shall be entitled to have present (unless waived by the bargaining unit member) representation of the BCTGM 81 during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until a representative is present (except in extenuating circumstances where, in the judgment of the Employer, immediate or impending danger may be a factor). If a BCTGM 81 representative is not available to the employee, the Employer and BCTGM 81 will jointly schedule and hold a meeting within two workdays.

K. In addition to the terms of this Agreement, and the Policies of the Board, the BCTGM 81 is hereby guaranteed all rights established by state laws governing public employment, fair labor practices, and recognition. The Employer, for its part, maintains prerogatives as established or not prohibited by law.

ARTICLE 7 - SENIORITY

A. Seniority, for the purpose of this section, shall mean continuous, permanent employment in the district as a member of the bargaining unit.

B. Seniority shall be based on the number of paid days of employment during the regular school year within the school district. For the purposes of this section any portion of a day paid will be considered a whole day. Saturdays and Sundays will not be counted unless they are a part of the employee's regular schedule and not counted as overtime.

C. A seniority list will be developed and updated by January 1 of each year with a copy of said seniority list sent to the BCTGM 81. If no objections to the accuracy of the seniority are entered on behalf of BCTGM 81 by January 31st the list shall be considered official. The employer will not be required to make any retroactive monetary adjustments due to any inaccuracies found in the list after that date.

D. On July 1st of each year the employee will have added to his/her seniority number the number of days in the previous year for which s/he was paid. This list will also be updated at any time that seniority is a part of an issue.

E. In the event that more than one individual has the same seniority number at any particular time, the person with the highest last four digits of his/her social security number will have the highest seniority. In the event that the last four digits are identical the middle two digits of the social security number will be used.

ARTICLE 8 - REDUCTION AND RECALL OF PERSONNEL

A. In the event of a reduction in work force, the Employer shall first lay off probationary employees in one or both of the two affected classifications (head cook or all other employees). After the lay off of probationary employees in the affected classification(s), the Employer shall lay off by seniority and qualifications within the affected classification(s). In the event of the lay off of a head cook, the head cook may, upon written request, be assigned to a non-head cook position, as long as the laid off head cook has more seniority than the employee in the position to which the laid off head cook has asked to be assigned. When assigned to a lower classification on a permanent basis, the employee will be paid at the rate for that classification. If qualifications are essentially equal, then lay off shall be by seniority. Qualifications will be based on, but are not limited to:

1. The skill level of the employee based on the specific work skills needed
2. The employee's work record

B. The Employer shall give written notice of recall from layoff by personal service or by sending a certified letter, return receipt requested, to the employee at his/her last known address as it appears on Employer records. It shall be the responsibility of each employee to notify the Employer of any change in address. A copy of the notice of recall sent to the employee shall be sent to the local Union Shop Chief Steward.

C. Laid off bargaining unit members shall be recalled in order of seniority with the most senior being recalled first, to any available position in that employee's classification for which they are qualified.

D. If the employee fails to report for work within five (5) days from the date of receipt or attempt to deliver mailing of such notice of recall or personal service, the employee shall be considered a voluntary quit.

ARTICLE 9 - VACANCY

A. A position shall be considered vacant if the employee holding that position resigns, retires or otherwise terminates his/her employment or is terminated for just cause in accordance with this agreement or is granted an unpaid leave of absence of six weeks or longer, and the Employer determines to refill the position. The Employer reserves the right not to fill a vacancy when, in its judgment, work can be adequately covered without the addition of another employee.

B. If a vacancy occurs in the food service program during the school year, the Employer shall determine if the position is to be filled. When the position is to be filled, notice of such vacancy shall be posted for seven (7) calendar days. After the seven (7) calendar day posting period, the Employer will not unreasonably delay the filling of the position. The Union will be notified of any delay longer than ten (10) days after expiration of the posting in filling the job internally, and the reason(s) for the delay. If the vacancy occurs during the summer, a notice of vacancy will be mailed to each food service employee.

C. All new employees shall be on probation until they have worked forty-five (45) days. For the purpose of this section only, any part of a day worked shall count as a workday. Any new employee hired into the bargaining unit (with said employee being hired to fill the same position as the employee held as a substitute for forty-five (45) or more consecutive work days immediately prior to his/her appointment to the position as a regular employee) will be credited with forty-five (45) days of employment in the bargaining unit at the time of hire. During the probationary period the employee may be laid off or terminated at the sole discretion of the Employer. Probationary employees will have none of the rights and privileges extended by virtue of this Agreement except those pertaining to the wage schedule. At the conclusion of the probationary period, the Employer will furnish the employee with a copy of the Master Agreement and application for insurance benefits.

D. Assignments to any food service position will be made according to qualifications based on skills, proven ability, and work records. If two or more current food service employees have equal qualifications seniority will be the deciding factor.

E. The Union will be informed of the nature and anticipated duration of an experimental or pilot program, which may impact the food service program that is under consideration.

ARTICLE 10 - PROTECTION OF EMPLOYEES

A. If any employee is the subject to legal action by reason of an action taken by the employee within the scope of employment as defined by the Board of Education and administrative policies, the Employer shall provide legal counsel for the defense of the employee.

B. The Employer retains the right to name legal counsel, and to determine the length of appeals, if any. It is agreed that the employee must assist the named legal counsel in all possible ways. The employee has the right to retain legal counsel at the employee's expense.

C. Time lost by an employee in connection with any incident mentioned in Part A of this Article shall not be charged against the employee unless the employee is found negligent or guilty as charged, in which case the Employer shall not be obligated to compensate the employee for time lost.

D. Time lost by an employee for appearance as a subpoenaed witness in any judicial or administrative proceeding arising out of the employee's employment shall not be charged against the employee if his/her appearance as a witness shall serve the interests of the Employer.

ARTICLE 11 - GRIEVANCES

A. It is intended that the grievance procedure shall serve as an orderly means of settling grievances in a timely fashion without undue interruption or disturbance to the operation of the school.

B. Definitions:

1. A "day" means a weekday (Monday through Friday), exclusive of Saturday, Sunday, legal holidays.
2. A "grievance" shall be defined as any alleged violation of the written terms of this Agreement.

C. Procedures:

An employee with a problem or a complaint shall first discuss the matter with his/her immediate supervisor with the objective of resolving it quickly and informally.

Step 1 Supervisor:

In the event the problem or complaint has not been satisfactorily resolved, the matter shall be reduced to writing and submitted to the immediate supervisor no later than seven (7) days from the date of occurrence. The written grievance shall be reduced to writing and shall include the following information:

1. Identification of the Grievant(s)
2. The specific facts upon which the grievance is based
3. Identification of the specific Article or Articles (or portions thereof) of this Agreement allegedly violated
4. The specific relief requested
5. The date on which the alleged grievance occurred
6. The date on which the grievance is being filed
7. A signature attesting to the facts as presented

Within five (5) days after receipt of the written grievance, a meeting shall be held with the steward, employee, and supervisor. Any information missing in the written grievance (seven items listed above) will be obtained during the meeting of the steward, employee, and supervisor. Within five (5) days after the meeting, the supervisor shall state a decision in writing and furnish a copy to the employee and the Union.

Step 2 Superintendent:

Within five (5) days after receiving the decision in Step 1, the Union may appeal in writing to the Superintendent of schools.

1. Within five (5) days of receipt of the written appeal, the Superintendent or designee shall meet with the Union at a mutually satisfactory time and place. The affected employee(s) shall be present at such meeting unless excused by mutual agreement of the Union and Employer.
2. Within five (5) days after the meeting, the Superintendent or designee shall state a decision in writing, and furnish a copy to the Union.

Step 3 Board of Education:

Within five (5) days after receiving the decision of Step 2, the Union may appeal the decision in writing through the Superintendent to the Board of Education.

1. The Board President shall appoint a Board representative to hear the grievance, who shall within five (5) days of the Board's receipt of the grievance confer with the Union's Grievance Committee chairperson to set a mutually satisfactory time and place for the meeting. The affected

employee(s) shall be present at such meeting unless excused by mutual agreement of the Union and Employer.

2. Within five (5) days after the meeting, the Board or its appointed representative shall state a decision in writing and furnish a copy thereof to the Union.

Step 4 Mediation:

If no satisfactory conclusion is reached at Step 3, the Union may, within five (5) days after receipt of the Board's written decision, request mediation from the Michigan Employment Relations Commission.

Step 5 Arbitration:

If the Union is not satisfied with the disposition of the grievance at Step 3 by the Board, or if no disposition has been made within the period above provided, the Union may, within five (5) days after mediation, or within fifteen (15) days after receipt of the Board's written decision at step 3, submit the grievance to arbitration. If an arbitrator cannot be selected by mutual agreement of the parties, the arbitrator shall be selected by the American Arbitration Association, whose rules shall govern the arbitration proceedings. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and Employer. Other expenses incurred during arbitration proceedings shall be borne by the party incurring them. The arbitrator shall have no power or authority except to pass upon alleged violations of the expressed written provisions of this Agreement and to determine disputes involving the applications or interpretations of such express written provisions. He/she shall not substitute his judgment for that of the Employer, where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The arbitrator shall not render any decision that would require or permit an action in violation of the Michigan School Laws.

D. Miscellaneous:

1. The arbitrator shall have no power to rule on the content of the Employer's evaluation of an employee.
2. The settlement of a grievance in any case shall not be made retroactive for any period prior to fifteen (15) days of the date the grievance was first presented in writing to the Employer, or the date when the Grievant knew or should have known of the alleged violation of the contract, whichever is earlier.

3. Unless otherwise mutually agreed to in writing, the time limits established by this grievance procedure shall be strictly construed. Time limits established by the grievance procedure may be waived or extended or steps in the grievance procedure may be bypassed only upon the written mutual agreement of both parties.
4. In the event the Employer fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to timely advancement to the next step of the grievance procedure by the BCTGM 81.
5. Any grievance not advanced to the next step of the grievance procedure by the BCTGM 81 within the time limits specified shall be considered withdrawn by the Union. Any grievance, which has been withdrawn or settled, shall not be subject of any further grievance. However, this will not prevent an employee or the Union from later grieving a similar issue which is alleged to be in violation of the written terms of this Agreement
6. Grievance discussions and hearings will be held at times which will not conflict with paid work time of employees involved. Therefore, there will be no pay to bargaining unit employees for time utilized in the grievance procedure. Notwithstanding the forgoing, the Employer and the Union may, by mutual agreement, schedule such proceedings during times when employees would normally be working for the Employer. In such cases, employees involved in the grievance procedure during those times would do so without loss of regular pay.

ARTICLE 12 - HEAD COOK

The Head Cook shall be responsible, in conjunction with the Food Service Manager, for the assignment of food service employees to the various duties and the general direction of these employees in order to carry out the school food service program.

ARTICLE 13 - HOURS

- A. The assignment of the number of hours to be worked by school food service employees shall be at the discretion of the Employer.
- B. In the event of a reduction of hours, an employee may exercise his/her seniority to bump a less senior employee in a position with greater hours within the same classification or a lower classification.

C. The Employer reserves the right to add up to one (1) hour in regular daily work time to a position on a temporary basis (not to exceed thirty work days), or to transfer an employee to a different position on a temporary basis (not to exceed thirty work days). The thirty workday limitation may be exceeded only by mutual agreement of the employee, Union, and Employer. Other than the foregoing, any increase or decrease in hours of bargaining unit member's position will be posted within the bargaining unit and notification sent to each building kitchen and to the Chief Steward.

D. Except for non-billable events, a food service employee (if available) shall be present if the kitchen is to be used for food preparation, food serving or kitchen equipment is to be used. When a billable event is scheduled, a cook (if available) will be assigned. When a cook is assigned, s/he will be compensated at the appropriate hourly rate. A bargaining unit employee shall not be held responsible if the kitchen is used without his/her knowledge.

ARTICLE 14 - UNPAID LEAVE OF ABSENCE

A. Any employee whose personal illness extends beyond the periods compensated under applicable schedules attached and incorporated in this Agreement, shall be granted an unpaid leave of absence for a period not to exceed one year to allow for complete recovery from such illness provided that, upon return from such leave, the employee shall present a certificate from a Doctor of Medicine or a Doctor of Osteopathy (which doctor holds a current and valid State of Michigan physician's license), certifying that the employee is able to resume the full duties of employment.

B. Other unpaid leaves of absence for reasonable periods not to exceed one (1) year may be granted upon request for:

1. Prolonged illness in the immediate family.
2. To accept an elected or appointed position with the BCTGM 81, or to receive BCTGM 81 training.
3. Other leaves approved by the Superintendent.

C. While on an unpaid leave of absence the employee shall not receive pay, fringe benefits or accumulate seniority. Employees returning from an unpaid leave of absence will be placed in the position they left, or an equivalent position.

D. An extension of an approved unpaid leave of absence may be requested for periods not to exceed one (1) year, subject to approval at the sole discretion of the Employer.

ARTICLE 15 - PAID LEAVE OF ABSENCE

A. At the start of each school year each employee shall be credited with twelve (12) days personal illness leave. Employees working less than a full year shall be credited with a prorated amount. The employee shall be allowed his/her contracted hours full pay for these days.

B. This leave shall accumulate to a maximum of 180 days.

C. Leave days may be used for the following:

1. Personal Illness or Disability - The employee may use all or any portion of leave days accumulated to recover from illness or disability, which shall include childbirth and complications of pregnancy. An attending physician's note may be required in the event an employee is absent from work due to illness or disability for five (5) or more consecutive work days, or when returning to work from an extended illness.
2. Illness of an Immediate Family Member- The employee may take a maximum of five (5) days per illness of an immediate family member. In the event of a serious or critical illness of a spouse, son or daughter, or other dependents that require the employee's presence beyond the five (5) days, an attending physician's note will be required.
3. Death in the Family - The employee may use days reasonably necessary in case of death in the immediate family.
4. Death of Close Friends or Relatives Outside the Immediate Family - No more than three (3) days including travel to attend the funeral of a close friend or relative outside the immediate family.

D. Personal Leave - An employee may take three (3) days to be used for personal reasons. An employee must request use of a personal day at least one (1) day in advance, in writing, except in emergency situations. Personal business days shall not be used in situations for which leave is provided under this Agreement, nor to extend vacations, holidays or travel related thereto, nor for purposes related to a second income or seeking other employment or recreation. If necessary, the Employer may limit the number of employees taking personal business leave on any day. Personal leave days may be used for school business (parent-teacher conferences, school open houses, etc.).

E. When an employee who has five (5) years of service in the system retires or resigns, the employee shall receive a final payment of \$20 for each accumulated paid leave day up to a maximum of 130 days. A death benefit shall be paid to the estate of

the employee in the amount of \$200 or \$20 per each accumulated paid leave day up to a maximum of 130 days, whichever is greater.

F. When called for jury duty, the Employer will reimburse the employee the difference between the court's pay and the individual's daily contracted wage. If the employee is released from such duty s/he is to return to work unless otherwise directed.

ARTICLE 16 - FAMILY MEDICAL LEAVE

Pursuant to the Family Medical Leave Act of 1993 (as amended), an employee who has been employed at least twelve months and worked at least 1,250 hours during the prior twelve-month period is entitled to twelve (12) work weeks of leave during any twelve-month period without pay but with group health insurance coverage maintained for one of the following reasons:

1. due to the birth of the employee's child in order to care for the child;
2. due to the placement of a child with the employee for adoption or foster care;
3. to care for the employee's spouse, child, or parent who has a serious health condition; or
4. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

ARTICLE 17 - WAGES

The wages of employees covered by this Agreement are set forth in the following schedule, which is attached to and incorporated in this Agreement. Any employee required to work in a classification other than his/her regular classification for at least one (1) full work day will be paid at his/her regular rate, or the rate of the other classification, whichever is higher. An employee's pay shall not be reduced as the result of any temporary change in duties.

In the event of the death of an employee covered under this agreement wages due the employee will be paid to his/her estate.

A. The following wages shall be paid for regular hours worked:

| FOOD SERVICE SALARY SCHEDULE | | | | | |
|-------------------------------------|----------------|----------------|----------------|----------------|----------------|
| | 2003-04 | 2004-05 | 2005-06 | 2006-07 | 2007-08 |
| YEARS | | | | | |
| 0 | \$9.52 | \$9.66 | \$9.81 | \$9.95 | \$10.10 |
| 1 | \$9.80 | \$9.95 | \$10.10 | \$10.25 | \$10.40 |
| 2 | \$10.25 | \$10.40 | \$10.56 | \$10.72 | \$10.88 |
| 3 | \$10.64 | \$10.80 | \$10.96 | \$11.13 | \$11.29 |
| 4 | \$11.04 | \$11.21 | \$11.37 | \$11.54 | \$11.72 |
| 5 | \$12.03 | \$12.21 | \$12.39 | \$12.58 | \$12.77 |
| | | | | | |
| HD COOK | \$13.08 | \$13.28 | \$13.48 | \$13.68 | \$13.88 |
| | | | | | |

B. The high school Head Cook will receive a premium of \$.25 per hour.

C. Food service employees will be paid for up to two (2) student instruction days lost to snow, ice, fog, epidemics, breakdowns, etc. Any such days beyond two (2) may be rescheduled.

D. A minimum of one hour will be paid to food service employees who have reported for work before classes are canceled.

ARTICLE 18 - LONGEVITY

After ten (10) years of employment and at the onset of each additional level, employees shall be entitled to longevity pay. The employee shall notify the employer in writing of their anniversary date, at least two (2) weeks prior to the date. Adjustments in pay, from the anniversary date forward, will occur in the next pay period after receipt of notification. This will begin on the first pay period after July 1 or January 1, retroactive to the seniority date. The longevity payment shall be made according to the following schedule, beginning with the eleventh year of employment in the bargaining unit:

| Years* | Additional Cents Per Hour |
|-----------------------|----------------------------------|
| 11-15 | .28 |
| 16-20 | .43 |
| 21 -25 | .58 |
| 26 or more | .73 |
| * Years are inclusive | |

These stipends are not cumulative. They are in addition to the top step on the relevant wage schedule.

ARTICLE 19 - OVERTIME

Any time worked in excess of eight (8) hours per day or any time worked on Saturday will be paid at one and one half times the food service employee's hourly rate. Any time worked on Sunday will be paid at two (2) times the hourly rate.

ARTICLE 20 - EMPLOYEE PAID HOLIDAY

A. Employees shall receive one paid holiday annually (Thanksgiving Day) based on their regular daily assigned hours and rate of pay. Effective contract year 2005-2006 the employees shall be granted two (2) holidays; Thanksgiving Day and the Day after Thanksgiving.

B. In order to be eligible for holiday pay, an employee must work the scheduled workday before and the scheduled workday after the paid holiday.

ARTICLE 21 - CONTINUING EDUCATION

A. The Employer shall pay fees and expenses for any food service member to attend workshops or in-service training sessions as approved by the Employer. The employee will be paid regular hourly wages for those hours in attendance.

B. If it is necessary for a food service member to attend Employer approved Continuing Education classes on a Saturday the Employer shall pay fees and expenses. The employee will be paid regular hourly wages for those hours in attendance.

C. The District-Wide Conference Request Form process will be followed.

ARTICLE 22 - INSURANCE

A. The Employer shall make available MESSA Health Care Protection for employees regularly assigned sixteen (16) or more hours weekly (as outlined in paragraph B, below) for a twelve (12) month period. The employer will pay a portion of the premiums for the insurance (as outlined in paragraph C, below) for employees based on the number of hours worked. The remaining premium shall be deducted from the employee's wages. The parties acknowledge that it is their intent (subject to mutual agreement), in order to contain or reduce costs for both the Employer and the employees, to work toward insurance coverage that is common to other employees who work for the Employer, but who are outside this bargaining unit.

B. Employees may select one of the following plans:

Plan A: (for bargaining unit members receiving health insurance):

Health: MESSA Choices II

LTD: 60.00%, 120 Calendar Day Modified Fill, Preexisting Condition Waiver, \$2,500 Monthly Max on Benefits, Alcohol/Drug & Mental/Nervous - two years, Maternity Coverage, Freeze on Offsets

Negotiated Life: \$10,000 with AD&D

Vision: VSP-2

Dental: Delta Dental, Class I, II, III, + Max, 60/60/50: \$1000
Class IV + Max, 60: \$600

Plan B: (for bargaining unit members not receiving health insurance):

LTD (same as above)

Negotiated Life: \$15,000 with AD&D

Vision: VSP-3+

Dental: Delta Dental, Class I, II, III, + Max, 60/60/50: \$1000
Class IV + Max, 60: \$600

In addition, each bargaining unit member choosing Plan B shall receive a monthly “cash in lieu of insurance” payment from the board based on the number of hours worked per day as follows:

| | | |
|-----------------|---|-------------|
| 8 Hours Per Day | - | \$300/month |
| 7.5 “ “ | - | \$280/month |
| 7 “ “ | - | \$260/month |
| 6.5 “ “ | - | \$240/month |
| 6 “ “ | - | \$220/month |
| 5.5 “ “ | - | \$200/month |
| 5 “ “ | - | \$180/month |
| 4.5 “ “ | - | \$160/month |
| 4 “ “ | - | \$140/month |
| 3.5 “ “ | - | \$120/month |

Employees of the Benzie County Central Schools who are husband and wife whose combined hours per year are 2080 or more are not eligible for the “cash in lieu of” option.

C. Prorated Insurance Plan Premium Payment Chart For “Plan A” Employees: (The Employer pays 100% of premium costs for “Plan B” employees)

The Employer will pay the following amounts for employees regularly assigned sixteen (16) or more hours weekly toward insurance premiums based on hours worked per day (this chart assumes the regular daily hours listed are assigned on a (5) five-day-per-week basis):

| EMPLOYER MONTHLY INSURANCE CONTRIBUTION | | | | |
|--|------------------|------------------|------------------|------------------|
| HOURS | 2004-2005 | 2005-2006 | 2006-2007 | 2007-2008 |
| Calendar yr – 8 hrs | | Fully Paid | Fully Paid | Fully Paid |
| Part Year - 8 hours | \$962.75 | \$1,059.03 | \$1,164.93 | \$1,281.42 |
| Part Year - 7.5 hours | \$954.89 | \$1,050.38 | \$1,155.42 | \$1,270.96 |
| Part Year - 7.0 hours | \$942.58 | \$1,036.84 | \$1,140.52 | \$1,254.57 |
| Part Year - 6.5 hours | \$936.57 | \$1,030.23 | \$1,133.25 | \$1,246.57 |
| Part Year - 6.0 hours | \$930.55 | \$1,023.61 | \$1,125.97 | \$1,238.56 |
| Part Year - 5.5 hours | \$924.54 | \$1,016.99 | \$1,118.69 | \$1,230.56 |
| Part Year - 5.0 hours | \$918.52 | \$1,010.37 | \$1,111.41 | \$1,222.55 |
| Part Year - 4.5 hours | \$912.51 | \$1,003.76 | \$1,104.14 | \$1,214.55 |
| Part Year - 4.0 hours | \$906.50 | \$997.15 | \$1,096.87 | \$1,206.55 |
| Part Year - 3.5 hours | \$900.48 | \$990.53 | \$1,089.58 | \$1,198.54 |

Plan A employees shall receive a retroactive adjustment based the new contribution levels in the above table for the school year 2004-2005. Plan B employees shall receive a one (1) time payout in lieu of retroactivity on insurance premium contributions based on the following table

| HOURS | AMOUNT |
|--------------|---------------|
| 8 | \$500.00 |
| 7.5 | \$468.75 |
| 7.25 | \$453.13 |
| 6.5 | \$406.25 |
| 6 | \$375.00 |
| 4.5 | \$280.00 |

D. Employer paid insurance premiums will be paid for the duration of accumulated sick leave. The employee may, at his/her own expense, continue insurance coverage during an unpaid leave under the provisions of the Consolidated Omnibus Budget Reconstruction Act of 1986, as amended (COBRA).

E. Employees regularly assigned less than sixteen (16) hours weekly will be provided Employer paid insurance premiums for:

LTD: (same as outlined in “paragraph B, plan A,” above)

Term Life: \$15,000 with AD&D

ARTICLE 23 - UNIFORMS

Each employee shall be granted a sum of \$150 per year for the purpose of purchase, cleaning and maintaining appropriate work shirts as defined by the Board with input from the BCTGM 81. Cost of required shirts not to exceed \$150 annually.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

A. Absence from work not permitted by this contract shall be considered a breach of this Agreement. Written verification of said breach shall be given to the employee. Penalties for such absence shall be administered at the direction of the Employer.

B. Copies of this Agreement shall be duplicated at the expense of the Employer and presented to all employees now employed or hereafter employed by the Employer during the period of time covered by this Agreement.

ARTICLE 25 - EVALUATIONS

A. Monitoring of the work performance of food service employees shall be conducted openly. The supervisor, as part of his/her responsibilities, may assist in performing various duties in the food service department. While observing and/or working in the department, the supervisor will also be observing the performance of bargaining unit employees, and may use data obtained in the formal evaluation process.

B. The evaluation shall be by the Food Service Manager or designee. The evaluation will be for performance of actual job related duties throughout the year, which shall accurately sample his/her work.

C. All evaluations shall be reduced to writing and a signed copy given to the food service member at the year-end conference, which shall take place by May 15 of each year.

D. If a supervisor believes a food service member is doing unacceptable work the reasons shall be set forth in specific terms, as shall an identification of the specific ways in which the food service member is to improve, and the assistance to be given by the Food Service Manager or designee.

E. In no case shall the food service member's signature be construed to mean that s/he necessarily agrees with the contents of the evaluation. A food service member may submit additional comments to the written evaluation if s/he so desires and they will be put in their personnel file.