

AGREEMENT

between the

THE EAST JACKSON COMMUNITY SCHOOLS

and the

THE INTERNATIONAL UNION

OF

OPERATING ENGINEERS

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

Food Service
Bargaining Unit

November 9, 2015 – June 30, 2018

TABLE OF CONTENTS

ARTICLE 1	
PURPOSE.....	-1-
ARTICLE 2	
UNION RECOGNITION	-1-
(a) <u>Union Recognition and Definitions</u>	-1-
(b) <u>Agency Shop</u>	-1-
(c) <u>Check Off</u>	-1-
ARTICLE 3	
MANAGEMENT RIGHTS	-2-
ARTICLE 4	
VISITATION.....	-3-
ARTICLE 5	
STEWARDS	-3-
ARTICLE 6	
SAFETY PRACTICES.....	-4-
ARTICLE 7	
BARGAINING UNIT WORK	-4-
ARTICLE 8	
SENIORITY, LAYOFF AND RECALL.....	-4-
ARTICLE 9	
VACANCIES.....	-6-
(a) <u>Vacancies</u>	-6-
(b) <u>Transfers</u>	-7-
ARTICLE 10	
NEW JOBS	-7-
ARTICLE 11	
DISCIPLINE AND DISCHARGE	-7-
ARTICLE 12	
UNPAID LEAVES OF ABSENCE.....	-8-

ARTICLE 13		
	GRIEVANCE PROCEDURE.....	-9-
(a)	<u>Definitions</u>	-9-
(b)	<u>Step One</u>	-9-
	<u>Step Two</u>	-9-
	<u>Step Three</u>	-10-
	<u>Step Four</u>	-10-
	<u>Step Five</u>	-10-
ARTICLE 14		
	HOURS AND WORK WEEK.....	-12-
(a)	<u>Lunch and Break</u>	-12-
(b)	<u>Overtime Pay</u>	-12-
(c)	<u>Distribution of Extra Hours</u>	-12-
ARTICLE 15		
	PAID LEAVES.....	-12-
(a)	<u>Sick Leave</u>	-12-
(b)	<u>Funeral Leave</u>	-13-
(c)	<u>Personal Business Days</u>	-13-
(d)	<u>Workers Compensation</u>	-14-
(e)	<u>Jury Duty</u>	-14-
(f)	<u>Subpoenas</u>	-14-
(g)	<u>Severance Pay</u>	-14-
(h)	<u>Act of God Days</u>	-14-
ARTICLE 16		
	INSURANCE.....	-15-
ARTICLE 17		
	MISCELLANEOUS.....	-15-
ARTICLE 18		
	TERMINATION AND MODIFICATION.....	-17-
SCHEDULE A		
	WAGES.....	-18-

ARTICLE 1

PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to ensure true collective bargaining and to establish standards of wages, hours, and other terms and conditions of employment.

ARTICLE 2

UNION RECOGNITION

(a) Union Recognition and Definitions

(1) The Board hereby recognizes the Union as the sole and exclusive 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 for employees covered by this Agreement.

(2) The term "employees," for purposes of this Agreement, shall include those persons classified as Head Cooks, Assistant Cooks, Head Cashier Elementary and Kitchen Assistants.

Supervisors, substitutes, seasonal employees, administrative employees and all other employees of the Board are specifically excluded from this bargaining unit.

(3) The term "classification" for purposes of this Agreement, shall refer to Head Cooks, Assistant Cooks, Head Cashier Elementary and Kitchen Assistants.

(4) Employees hired into the bargaining unit after June 30, 2007 will be eligible for:

a. One half of the paid sick leave, personal business, and snow days in Article 15.

b. Holiday pay for Christmas Eve Day, Christmas Day, New Years Eve, New Years Day.

ARTICLE 3

MANAGEMENT RIGHTS

- (a) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively on and be exercised exclusively by the Board without prior negotiations which the Union as to the taking of action under such rights or with respect to the consequence of such action during the term of their Agreement. Such rights shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the right to:
- (1) Manage and control its business, its equipment, and its operations and to direct the working force and affairs of the school district.
 - (2) Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, the hours of work and number of work weeks, and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
 - (3) The right to direct the working force, including the right to hire, promote, suspend and discharge employees, transfer employees, evaluate, assign work duties to employees, determine the size of the work force and to lay-off employees.
 - (4) 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 and the institution of new and/or improved methods or changes therein.
 - (5) Adopt reasonable rules and regulations which shall be made known in writing to the employees.
 - (6) Determine the qualifications of employees, including physical condition.
 - (7) Determine the number and locations or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - (8) Determine the placement of operations, services, maintenance, or distribution of work, and the source of materials and supplies.

- (9) Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
 - (10) Determine the size of the management organization, its functions, authority, and amount of supervision, provided that the board shall not abridge any rights of the employee as specifically provided for in this Agreement.
 - (11) Determine the policy affecting the selection, testing, or training of employees, provided that such selection shall be based upon lawful criteria.
- (b) All rights, powers, and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Board.
 - (c) The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiation between the parties during the term of this Agreement, except as specifically provided for in this Agreement.

ARTICLE 4

VISITATION

Upon request by the Union, and the presentation of proper credentials, Officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided that said visitation is preceded by notice and shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE 5

STEWARDS

- (a) The employees will be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished by the Union to the Board.
- (b) Subject to supervisory approval, reasonable arrangements may be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances.

ARTICLE 6

SAFETY PRACTICES

- (a) The Board will take reasonable measures in order to eliminate job hazards in the work place.
- (b) The employee will inform the Board of any potential job hazard as soon as the employee first becomes aware of such. The employee will exercise reasonable safety precautions in the pursuit of their duties and correct hazardous and unsafe conditions occurring within the realm of their responsibility and capability. The Board, upon notification of an alleged unsafe condition, shall investigate the condition, and shall make adjustments in such condition if, in the Board's investigation the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE 7

BARGAINING UNIT WORK

The Board may continue to purchase and serve pre-prepared food products including "fast-food" items.

Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation, in the case of emergency or work historically performed by the Supervisor. The work historically performed by supervision includes by way of illustration, checking in inventory, inventory distribution, working events (with or without unit members present) and transporting food service supplies between buildings.

ARTICLE 8

SENIORITY, LAYOFF AND RECALL

- (a) A newly hired employee shall be on a probationary status for ninety (90) working days which must be served during the regular school year, while students are in attendance.

If at any time prior to the completion of the above mentioned probationary period the employee's work performance is unsatisfactory, the employee may be dismissed at the discretion of the Board. Any such dismissal shall not be subject to the grievance procedure, including arbitration. Probationary employees who are absent during the first ninety (90) working days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed their probationary period until these additional days have been worked.

Upon successful completion of the probationary period, seniority and benefits (except insurance) will be applied retroactively to the first day worked.

- (b) A current employee who is transferred to a higher paying classification, shall serve a trial period of thirty (30) working days in the new classification. If at any time prior to the completion of the thirty (30) working day trial period, the employee's work performance is unsatisfactory, the employee may be returned to his/her previous position by the Board without appeal to the grievance procedure. Absence during the trial period and the requirement to serve the days with students in attendance will be handled in the same manner as in (a) above.
- (c) Employees shall be laid off and recalled through reassignment according to their seniority within the classification (See Appendix A Job Titles) to which they are assigned at the time of layoff. An employee scheduled for layoff who is unable to maintain a position within their classification will be assigned to the position occupied by a less senior employee in another lower paying classification, provided the employee meets the established qualifications, demonstrates the ability to perform the duties of the job involved and has more seniority.

Where layoffs are necessary, a meeting will be conducted with the affected employees, Union and Board to implement reassignments consistent with the above provisions.

Employees shall lose rights to recall three (3) years from the effective date of layoff as provided in the notice from the Board.

- (d) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise their seniority and return to the bargaining unit in the event that the employee vacates their supervisory position.
- (e) Seniority shall be defined as the length to continuous service to the East Jackson Community Schools as a regular food service employee from the employee's last date of hire. Substitute service, service prior to being rehired, service to the district outside the bargaining unit (except as set forth in Section d above), time on authorized unpaid leaves and layoff shall not count for purposes of determining seniority status.

Ties in seniority will be broken by using the last four (4) digits of the employee's social security number with the highest number being placed first.

- (f) A seniority list shall be made available to each employee covered by this Agreement on or about September 1st of each year. Such list shall contain each employee's name, date of hire, employee's location, and current classification.

Employees shall have fifteen (15) calendar days to notify the Board of any errors in the list. Absent notice from the employee within the fifteen (15) day period, the information contained on the list will be assumed as accurate.

ARTICLE 9

VACANCIES

(a) Vacancies

(1) A "vacancy" shall be defined as an opening in an existing position within the bargaining unit which the Board intends to permanently fill.(2) Notice of all vacancies shall be posted on employee bulletin boards and the employees shall be given five (5) calendar days time in which to make application to fill the vacancy. Vacancy posting will reference the type of work; the starting date; the rate of pay; the hours anticipated to be worked, and; the classification.

(2) Vacancies will be filled in the following order:

- a. The most senior employee within the classification in which the vacancy is posted provided the employee meets the established qualifications, and demonstrates the ability to perform the duties of the job involved.
- b. The most senior applicant from outside of the classification subject to those contingencies set forth in subsection a. (2)(a) above.
- c. External applicants.

An employee transferred to or between a head cook position shall serve a forty (40) work day trial period. During this period, the employee may request to be returned to their former position, and the board shall honor such request, or in the event that the employee's work performance is unsatisfactory to the board, the board shall have the right to return the employee to their former position. In the event that the Board returns the employee to their former position, the Board shall furnish the affected employee the written reason or reasons as to why their work performance was unsatisfactory, and as to why the Board is returning them to their former position. The employee shall not have the right to grieve the written reason or reasons that have been furnished by the Board to the employee. During the time period that the employee is serving a trial period, the board may fill any subsequent vacancies with a temporary/substitute employee.

(b) Transfers

- (1) Any employee in the bargaining unit who is temporarily transferred from their classification to another classification shall be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher.
- (2) Employee may not refuse a temporary transfer of less than twenty (20) consecutive work days. Extension beyond the time period is subject to mutual agreement between the Union and supervisor.

ARTICLE 10

NEW JOBS

- (a) When new jobs are placed in operation during the term of this Agreement, and they cannot be properly placed into an existing classification, the Board shall place into effect a new classification and a rate of pay for the job in question and the Board shall designate the classification and pay rate as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- (b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) working days following the date of written notification to the Union. During this thirty (30) working day period, but not thereafter during the life of this Agreement, the Union may request in writing that the Board negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed.

ARTICLE 11

DISCIPLINE AND DISCHARGE

- (a) Dismissal, suspension, and/or disciplinary action shall be only for just or reasonable cause. Written notification of dismissal, suspension, and other disciplinary action shall be sent to the employee and the Union. Causes deemed sufficient for dismissal, suspension, and/or other disciplinary action include, but are not limited to, the following: being in possession of or under the influence of alcoholic beverages; or controlled substances on school property; dishonesty; insubordination; an unauthorized leave of absence; falsifying employment documents; violation of work rules; violation of Board policy; or conduct unbecoming an employee in the public service.

- (b) The Union, with specific written consent of the employee, shall have the right to review the contents of the personnel file of any employee within the bargaining unit; upon making the request, employees shall have the right to review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in the Board of Education Offices under the supervision of a designated school employee.
- (c) This Article shall have no application to probationary employees.

ARTICLE 12

UNPAID LEAVES OF ABSENCE

- (a) All requests for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave being requested. Leaves may be granted at the discretion of the Board except as set forth herein. Approved leaves shall be without pay and benefits and seniority shall not accrue.
- (b) Employees absent due to a long-term illness or disability will be granted an unpaid leave of absence of up to one (1) calendar year after the employee has exhausted his/her accumulated sick leave. Employees will provide a doctor's verification and release when submitting application for a leave under this provision.

For purposes of computing the maximum one (1) calendar year leave of absence for employees on Workers' Compensation, available unpaid leave time will be calculated as if the paid sick leave days used under Article 15(d) were not prorated.

- (c) An employee will be granted a leave of up to twelve (12) weeks to attend to an illness of a member of the employee's family or due to emergency circumstances within the family.

Employees will provide a doctor's verification and release when applying for a family illness leave under this section.

Employees will provide a detailing of the reasons and supply other requested information when submitting a request due to emergency circumstances in the family which are not related to an illness.

Extensions may be granted beyond twelve (12) weeks at the discretion of the Board upon request of the employee. Extensions shall not exceed a period of twelve (12) months inclusive of the twelve (12) week period set forth above.

- (d) During a leave, the employee's position will be filled by a substitute. Upon expiration of the leave, the employee will be returned to their former position.

ARTICLE 13

GRIEVANCE PROCEDURE

(a) Definitions

- (1) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- (2) The time elements in the steps may be shortened or extended upon mutual written agreement.
- (3) For the purpose of processing grievances, days shall be defined as Monday through Friday, excluding paid holidays
- (4) Any grievance which is not presented to the Food Service Supervisor at Step One within five (5) days of the occurrence of the alleged conditions giving rise to the grievance shall not hereafter be considered a grievance under this Agreement. The time limitations of this section will be extended to ten (10) days in wage matters.
- (5) The following matters shall not be subject to the grievance procedure:
 - (a) The termination or discipline of a probationary employee.
 - (b) Employee evaluations not resulting in disciplinary action of the employee and remedial plans of action.
 - (c) Any matter involving employee evaluations and individual development plans.

(b) Step One

Any employee having a grievance shall discuss the grievance with the supervisor, and if the grievance is not resolved through said meeting, the employee may request a meeting with the Chief Steward to discuss the grievance. The employee may have the Chief Steward present when he discusses the grievance with the supervisor.

Step Two

- (1) The Chief Steward then may submit a written grievance to the supervisor within five (5) days of the meeting at step one, stating the facts upon which the grievance is based, the Article and Sections of the contract alleged to have been violated, and the remedy or corrections requested. The employee and the Chief Steward shall sign the grievance.

- (2) The supervisor shall give his answer in writing relative to the grievance within five (5) days from the date of the meeting with the Chief Steward and the grievant.

Step Three

- (1) Any appeal of a decision rendered by the supervisor shall be presented to the Superintendent within five (5) days from the date of receipt of the written decision of the supervisor.
- (2) The appeal shall be in writing and state the reason or reasons why the decision of the supervisor was not satisfactory.
- (3) The Superintendent or his designee shall meet with the Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) days following the date of the receipt of the appeal.
- (4) The Superintendent or his designee shall give his decision in writing relative to the grievance within five (5) days of his meeting with the Business Representative of the Union. The decision of the Superintendent shall be final.

Step Four

Individual employees shall not have the right to process a grievance to step four.

if the union is not satisfied with the disposition at Step Three (3), it may within fifteen (15) calendar days from the date of receipt of the decision, refer the matter to mediation through the Michigan Employment Relations Commission in writing with copy to the Superintendent.

Step Five

- (1) No employee can pursue a grievance to step five.
- (2) If the Union is not satisfied with the disposition of the grievance at Step Four, it may within fifteen (15) calendar days from the date of mediation session, notify the Superintendent of its intent to arbitrate in writing. Absent mutual agreement on an arbitrator within ten (10) calendar days of receipt of notice, the matter will be referred for arbitration to the Michigan Employment Relations Commission (MERC), in writing, and request the appointment of an arbitrator, and he shall be selected in accordance with the rules of MERC.
- (3) Neither party may raise a new defense or ground at Step Four not previously raised or disclosed at other written levels. Neither party shall be permitted to present in the arbitration hearing any evidence whether

written or oral, that had not been disclosed to the other party in any of the previous written levels of the grievance procedure.

- (4) The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be placed into effect within fifteen (15) calendar days from the date of receipt of the arbitrator's decision.
- (5) Powers of the arbitrator are subject to the following limitations:
 - (a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (b) He shall have no power to establish salary scales.
 - (c) He shall have no power to interpret state or federal law.
 - (d) He shall not hear any grievance previously barred from the scope of the grievance procedure.
 - (e) More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.
 - (f) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) calendar days prior to the date on which the grievance is filed.
 - (g) He shall have no power to hear grievances pertaining to the discharge or discipline of a probationary employee.
- (6) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear its own costs of representation and witnesses.
- (7) The arbitrator shall render his decision in writing no later than thirty (30) calendar days from the date of the closing of the arbitration hearing record.

ARTICLE 14

HOURS AND WORK WEEK

(a) Lunch and Break

Employees scheduled to work seven (7) consecutive hours or more, will receive two (2) ten (10) minute breaks at times established by supervision.

Employees scheduled to work at least three (3) but less than seven (7) consecutive hours will receive one (1) ten (10) minute break at a time established by supervision.

(b) Overtime Pay

Time and one-half (1 ½) will be paid for all authorized time worked in excess of forty (40) hours in one (1) work week. Paid leave time shall not count for purposes of computing overtime.

(c) Distribution of Extra Hours

Extra hours shall be distributed according to a seniority-based rotation in the following order:

- (1) Within the classification within the building to which the work is to be assigned.
- (2) Employees in other classifications within the building provided he/she is able to perform the work.
- (3) Employees in another building if able to perform the work..
- (4) In the absence of a qualified volunteer under section 1-3, the least seniered employee district-wide capable of performing the work will be assigned.

ARTICLE 15

PAID LEAVES

(a) Sick Leave

- (1) Each employee covered by this Agreement will earn sick leave at the rate of ten (10) days per year with a limit of one hundred (100) days. A day of sick leave which is credited to the employee's bank will be equal in length to the working day of that employee at that time. A day of sick leave taken

by the employee and deducted from the employee's bank will be equal in length to the work day of the employee at the time of taking the sick leave. Employees may be required to submit medical proof of illness in order to receive sick leave pay.

- (2) Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness or injury. Up to three (3) days per year may be granted for serious illness of the employee's spouse or child residing at home.
- (3) In order to receive pay, employees must notify supervision at least one (1) hour prior to the employee's scheduled starting time.

(b) Funeral Leave

- (1) All employees covered by this Agreement may be authorized to use up to five (5) working days off with pay for each death in the employee's immediate family which shall be defined as spouse, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. It is recognized that the number of days authorized may vary based upon an assessment by the Superintendent and that accordingly, five (5) days will not be granted on all occasions.
- (2) In the event of the death of an employee of the Board, funeral leave shall be restricted to a representative number of employees within the bargaining unit to attend the funeral, with that number to be mutually agreed upon between the supervisor and the Chief Steward.

(c) Personal Business Days

Employees shall receive one and one-half (1 ½) day per semester to be used to attend to business which cannot be conducted outside of work hours. Requests will be submitted at least seventy-two (72) hours in advance of the day requested unless the employee can demonstrate good cause (i.e. the request relates to a funeral leave not covered by Section b above, etc.) why the notice could not have been given in a timely fashion. Personal business days will not be authorized the day before or after a holiday or break period (i.e. spring break, etc.) unless approved by the Superintendent. Requests will be reviewed on a case-by-case basis and the denial of the request is not subject to the grievance procedure.

Unused personal business days will be added to the employee's sick leave accumulation at the end of the fiscal year.

(d) Workers Compensation

In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation law, the employee will be entitled to use their sick leave on a pro rate basis in order to continue receiving their regular daily wage. Once sick leave is exhausted, the employee will only receive the amount paid by law. Employees shall promptly report all injuries to the supervisor and Business Office within forty-eight (48) hours and complete the required accident report forms. For purposes of calculating the period for continued payment of insurance premiums, days will not be prorated. For example, if the employee has thirty (30) accumulated sick leave days, premium payments will continue for thirty (30) work days.

(e) Jury Duty

Employees requested to appear for jury qualification or jury service shall receive their pay from the Board for such time lost as a result of such appearance or service. Less any compensation received for such jury service. This provision will apply if the employee is unable to obtain waiver.

(f) Subpoenas

Employees subpoenaed by the Board shall receive their pay from the Board for such time lost as a result of testifying.

(g) Severance Pay

Employees retiring under the provisions of the Michigan Public School Employee Retirement will receive one (1) day of pay for each full year of service up to twelve (12) days provided:

- (1) The employee has at least ten (10) years of service to the East Jackson Community Schools; and
- (2) The employee has at least forty (40) days of sick leave accumulation at the point of severance.

(h) Act of God Days

All food service employees, in recognition of state law as found in MCLA 388.1701 (3) and (4), do mutually understand that school days canceled owing to inclement weather or conditions not within the control of the Board shall be rescheduled as required by the herein referenced law at no additional compensation cost to the Board. Normally food service employees shall, as directed, work on days that have been rescheduled to make up for the days lost owing to cancellation.

ARTICLE 16
INSURANCE

- (a) The Board shall provide premiums toward the purchase of twenty-five thousand dollars (\$25,000.00) term life insurance for the employees in the bargaining unit regularly scheduled to work thirty (30) hours or more per week.
- (b) Insurance plans are subject in all respects to the rules and regulations of the insurance underwriters and/or insurance administrators.
- (c) The Board reserves the right to select and change insurance underwriters and/or insurance administrators.
- (d) To the extent permitted by law, each employee upon termination of his/her employment shall have a thirty (30) day conversion right of their group term policy. An employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment with East Jackson Schools.
- (e) Employees may purchase at their own expense, health care and other insurance benefits available through the Board subject to those limitations under section (b) and provided satisfactory arrangements have been made for advanced pay of premiums.
- (f) The district reserves the right without prior notice to and without negotiating with the union, to exercise any and all options available to the district to implement the Affordable Care Act and to change those options from time to time. The district will not be obligated under any circumstances to offer cash in lieu of health care but may make such offers. Any actions under this provision are not subject to the grievance procedure.

ARTICLE 17

MISCELLANEOUS

- (a) No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto, and the same has been ratified by the Board and the Union.
- (b) If any Article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

- (c) This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or addition, only by a subsequent written agreement between, and executed by, the Board and the Union.
- (d) In the event an employee identifies a legally bona fide handicap to the Board which requires accommodation under the law, the parties shall meet to discuss alternatives including but not limited to scheduling and reassignment options. The parties recognize that accommodation required by law to facilitate a legally bona fide handicap may supersede certain assignment related provisions of this Agreement.
- (e) The Board shall pay mileage at the rate established by the Internal Revenue Service for all employees required to use their own personal vehicles for authorized travel.
- (f) The Board shall provide job descriptions for each bargaining unit position.
- (g) In the event an employee believes his/her evaluation or individual development plan is unjust or incorrect, the employee may submit a written rebuttal and have it attached to the evaluation or individual development plan in the employee's personnel file within fifteen (15) calendar days of its issuance.
- (h) The Board will pay the normal day's pay for the following holidays:
 - Memorial Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve Day
 - Christmas Day
 - New Year Day
 - New Years Eve Day

In order to receive holiday pay, the employee must work the last regularly scheduled work day before and after the holiday.

- (i) Head Cooks and Assistant Cooks interested in attending workshops, must submit a written request on district supplied forms to the Food Service Supervisor with a copy provided to the Superintendent. The request should include sufficient information relative to date, time, registration fees and other costs. The final decision with regards to such requests will be made by the Superintendent following a recommendation from the Food Service Supervisor.
- (j) The district will assume the costs of required medical examinations, immunizations and T.B. tests.

- (k) Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an emergency manager appointed under the local government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an emergency manager.

ARTICLE 18

TERMINATION AND MODIFICATION

- (a) This Agreement shall continue in full force and effect upon ratification by the parties and shall terminate effective June 30, 2018. The hourly rates set forth in Schedule A will be subject to renegotiations for the 2016-2017 and 2017-2018 contract years.
- (b) If either party desired to terminate or modify this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination or modification. If neither party shall give notification of termination or modification, or withdraws the same prior to the termination date of this Agreement, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination or modification by either party on ninety (90) calendar days notice prior to the subsequent year of termination.
- (c) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers. Local 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO, 500 Hulet Drive, Bloomfield Township, MI 48302, and if to the Board, addressed to the East Jackson Community Schools, 1404 North Sutton Road, Jackson, Michigan 49202. IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed.

EAST JACKSON COMMUNITY
SCHOOLS

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO

President

President

Business Manager

Recording/Corresponding Secretary

SCHEDULE A

WAGES

Classification	2015-16 0%	2016-2017	2017-2018
Head Cook	\$ 12.02	To	To
Assistant Cook	\$ 10.64	be	be
Kitchen Assistant	\$ 9.28	Reopened	Reopened
Head Cashier Elementary	\$10.20		

The probationary rate for a newly hired employee shall be up to fifty cents (\$.50) per hour less than the specified base rate of pay. A probationary employee upon completion of the probationary period shall be paid the base rate of pay.

Paychecks will be issued electronically or at the employee's option, by debit card.