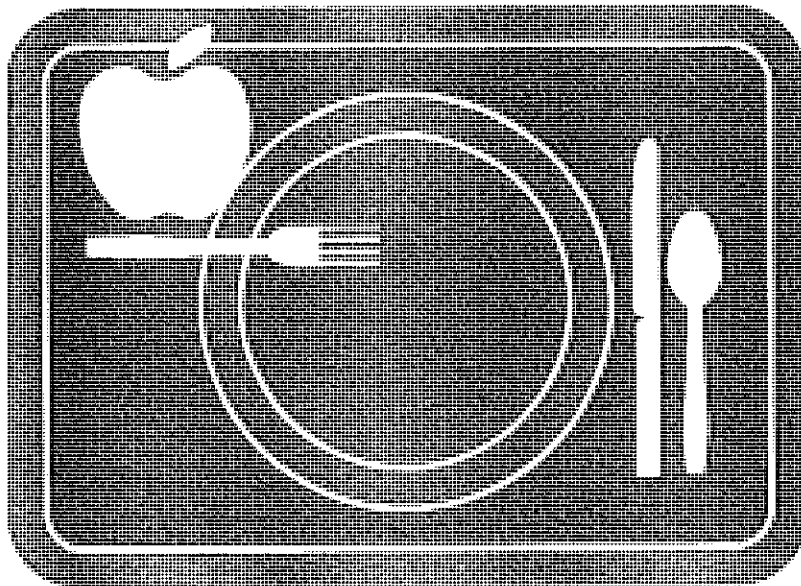


AGREEMENT BETWEEN  
ALLEGAN PUBLIC SCHOOLS  
AND  
TEAMSTERS LOCAL 214  
FOOD SERVICE EMPLOYEES  
STATE, COUNTY AND MUNICIPAL WORKERS



July 1, 2010- June 30, 2013

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## AGREEMENT

This Agreement is entered into this first (1<sup>st</sup>) day of July 2010, between Allegan Public Schools, hereinafter referred to as the Board, and the International Brotherhood of Teamsters Local 214, hereinafter referred to as the Union.

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions of employment. Both Employer and Union agree to abide by the terms and conditions set forth herein for the duration of this Agreement. The Employer and the Union agree that neither will discriminate against any employee because of his/her exercising those rights guaranteed by state and federal law, and both the Employer and Union agree to be bound by state and federal law as that law applies to wages, hours, and working conditions.

### ARTICLE I MANAGEMENT RIGHTS

- 1.1 The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right to manage, direct and control the operations of the School District; to hire, evaluate, promote, transfer, layoff, and recall employees; to discipline and/or discharge employees for just cause; to determine the size of the work force and to increase and decrease its size; to assign work and working hours; to create new jobs; to assign employees to job classification, and to change employee classification; to direct the work force; to determine the services to be furnished and the operations to be performed, including the methods, procedures, means, and equipment required to provide such services and operations; to discontinue, combine, or reorganize operations with the School District; and to otherwise carry out the ordinary and customary functions of management, except as specifically and expressly restricted by terms of this Agreement and applicable state and federal statutes.
- 1.2 The Employer shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary and/or desirable for the safe, effective, proper, and efficient operations of the School District.
- 1.3 It is understood and agreed that, in exercising its rights and meeting its responsibilities, the Employer acts through its administration and supervisory personnel in the administration of this Agreement.

**ARTICLE II**  
**RECOGNITION**

The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to wages and working conditions for all full-time and regular part-time Food Service employees.

**ARTICLE III**  
**UNION SECURITY**

- 3.1 Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.
- 3.2 All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's regular and usual dues. Such payment shall commence for probationary employees with the first (1<sup>st</sup>) pay ninety-one (91) days after the date of employment. If, during the term of this Agreement, it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as is lawful.
- 3.3 During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount to the Union; provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payment to the Union.
- a. Amount of initiation fees and dues will be certified by the Secretary-Treasurer of the Union.
  - b. Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues will be deducted by the Employer and transmitted to the Union in the same manner as Union dues and initiation fees.
- 3.4 The Union agrees to save the Employer harmless from all legal fees, salaries, payments, or any expenses incurred in the enforcement of the Article of the Agreement.
- 3.5 In the event that an authorization to deduct is not signed by a Food Service unit member, the services of the Food Service employee shall be discontinued thirty (30) days after notice of the fact is given to the Employer if the employee has not made such an authorization by that time.

**ARTICLE IV**  
**REPRESENTATION**

- 4.1 A Steward shall be selected by the Union in the unit covered by this Agreement. The school will be notified, in writing, of that individual.
- 4.2 The Union may also elect an Alternate Steward who may function as Steward in the absence of the Steward.
- 4.3 The Union shall provide to the Superintendent's office, in writing, the names of the Steward and Alternate Steward as soon as they are selected.
- 4.4 At times mutually agreed to with the Supervisors of the parties involved, the Chief Steward shall be allowed, while on the Employer's property, reasonable time during work hours to present, process, and investigate grievances.
- 4.5 The Union's Steward shall cooperate with the Superintendent or his designee in the orientation of new employees and specifically in making employees cognizant of the terms and conditions of this Agreement.
- 4.6 The Employer shall notify the Steward of the Union, in writing, of any new hire into the bargaining unit, or terminations from the same, within ten (10) days of such occurrence.

**ARTICLE V**  
**NEGOTIATION PROCEDURES**

- 5.1 In any negotiations described in this Article, neither party shall have control over the selection of negotiating representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final Agreement between the parties may be executed without ratification by the Employer and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.
- 5.2 If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379, as amended.
- 5.3 The negotiation of a new Agreement shall begin upon written request of either party made no earlier than sixty (60) days prior to the expiration of this Agreement. Negotiations for a successor Agreement shall be scheduled outside the regular workday, except as the parties may mutually agree. If negotiations are scheduled during the regular workday, the Employer will allow adjustment in the hours scheduled for bargaining unit employees so that no employee shall lose time from his/her job while negotiating, as long as the adjustment does not interfere with the normal operation of the Employer and is as scheduled by the Employer.

**ARTICLE VI**  
**PROBATIONARY PERIOD**

- 6.1 A Food Service member first beginning service with the Allegan Public Schools shall be deemed to be in a probationary period ninety (90) calendar days taken from and including the first (1<sup>st</sup>) day of employment. If at any time prior to the conclusion of the ninety (90) calendar days' probationary period the employee's work performance is of unacceptable quality, he/she may, upon the recommendation to the Superintendent, be subject to immediate dismissal without recourse to the Grievance Procedure. Upon recommendation by the administrator or supervisor to the Superintendent, the employee's probationary period may be extended for an additional thirty (30) days beyond the ninety (90) calendar days period.
- 6.2 After the conclusion of a satisfactory period of probation, all matters pertaining to benefits and to seniority will revert to the employee's initial day of service.

**ARTICLE VII**  
**DISCIPLINARY PROCEDURE**

- 7.1 The intent and purpose of this Article is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job. Disciplinary action may only be taken for criminal conduct while not on the job if the conduct damages the District's reputation, prevents the grievant from reporting to work due to incarceration, or if the employee is proved to be unsuitable for work due to the specific nature of the criminal misconduct. All disciplinary action shall be for just cause.
- 7.2 In any case where disciplinary action is taken by the Employer, the following procedure will be followed:
- a. Discussion of problem
  - b. Oral reprimand
  - c. Written reprimand included in personnel file
  - d. Suspension without pay
  - e. Dismissal
- 7.3 Among the reasons for discipline, up to and including discharge, are the following (not inclusive):
- a. Unsatisfactory or incompetent work performance or neglect of duty
  - b. Personal misconduct

- c. Persistent violation of policies, regulations and laws
- d. Insubordination
- e. Chronic absenteeism or tardiness

7.4 Violations of the following rules and result in immediate discharge:

- a. Unlawful possession of narcotics or controlled substance
- b. Unlawful possession of a firearm or other lethal weapon on school property
- c. Unauthorized removal of school property from the premises or theft
- d. Willful destruction of school property
- e. Aggressively fighting or assaulting another person on school property
- f. Intoxication on duty. The consumption or possession of alcoholic beverage on school property is forbidden. Employees presenting themselves for work under the influence of alcohol or with the odor of alcohol on their breath will be subject to immediate discharge.

7.5 Notification within a reasonable time shall be given to the Steward prior to any disciplinary action taken against any bargaining unit employee which may result in any official entries being added to the employee's personnel file. The employee and the Union shall be furnished with a copy of any entry made into the file. A notation of oral reprimands by date and subject only may be placed in the file.

7.6 No employee shall be requested to make any written or oral statement pertaining to any alleged misconduct without first having the opportunity of discussing it with the Union representative. The employee will have at least forty-eight (48) hours to submit any written statement.

7.7 Upon request, an employee's official personnel file may be reviewed. Such request shall be complied with within two (2) days. After two (2) years of satisfactory service, no disciplinary matters appearing therein shall be used in any subsequent disciplinary action.

7.8 Disciplinary action which shall result in suspension or discharge of any employee shall be immediately subject to Step 3 of the Grievance Procedure.

7.9 Any employee whose employment is terminating for any reason other than for an approved leave of absence, forfeits all accrued rights, privileges, and benefits.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

8.1 It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

8.2 For purposes of the Agreement, a "grievance" is defined as an alleged violation of the expressed terms and conditions of this contract. As used in this Article, the term Food Service unit member shall also mean a group of Food Service members having the same grievance. Should any such grievance arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to promptly settle said grievance through the following steps:

Step One – By conference between the aggrieved employee, the Steward, or both, and the immediate supervisor and/or his/her building principal or division head.

Step Two – If the grievance is not settled at Step One, the employee may, within ten (10) days of such conference, reduce the problem to writing, on the regular grievance form provided by the Local Union, for filing with the Union's Steward and the immediate supervisor and/or building principal or division head. Within ten (10) days of said filing, the supervisor and/or building principal or division head shall meet with the aggrieved and the Steward and render a written decision with seven (7) days of the meeting.

Step Three – If the grievance is not settled at Step Two, the Union may, within fourteen (14) days of the written answer or fourteen (14) days after the response was due if no written answer is received, advance the grievance to the Superintendent.

Within fourteen (14) days of receipt of said grievance, the Superintendent will meet with the aggrieved and/or the Steward and a representative from the Local Union. Within ten (10) days of said meeting the Superintendent will render a written decision.

Step Four – In the event the grievance is not satisfactorily settled at Step Three, the dispute shall be referred to the Michigan Employment Relations Commission for the purpose of mediation within ten (10) working days of the Step Three answer or the date on which the grievance should have been answered at Step Three.

8.3 If the grievance isn't settled through mediation, the Union will present the grievance to Teamsters Local 214's Grievance Panel for review and consideration for arbitration. If the Union's Grievance Panel determines the grievance is arbitrable, it shall notify the Employer of such decision with ten (10) days of the Panel's decision and file for arbitration accordingly.

Within ten (10) days of receipt of a panel of arbitrators, the parties shall attempt to select a mutually acceptable arbitrator. Should the parties be unable to agree on a selection, they shall submit the matter to Federal Mediation and Conciliation Services for the selection of an arbitrator.

The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement; and both parties agree to be bound by the award of the arbitrator.

The cost of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses.

#### **ARTICLE IX** **SENIORITY**

- 9.1 Seniority for purposes of salary, layoff, and transfer shall be defined as a continuous length of service as a Food Service member to the Employer. Absences during an approved leave shall not be considered a break in service. A break in service shall occur if an employee:
- a. Resigns or quits
  - b. Is discharged
  - c. Retires
  - d. Takes an unauthorized leave of absence
  - e. Fails to return from an authorized leave of absence or from layoff on the agreed upon date
- 9.2 The Employer agrees to give an up-to-date seniority list to the Steward annually.

#### **ARTICLE X** **LAY OFF AND RECALL**

- 10.1 Any employee whose job has been eliminated may bump any less-senior employee, providing he/she has the ability to perform the work.
- 10.2 Ability to perform the work shall be governed by a thirty (30) day working trial period while school is in session.

**ARTICLE XI**  
**HOURS OF WORK/PAYMENT OF WAGES**

- 11.1 Employees will be paid according to job classification and years of experience.
- 11.2 It is expected that employees will work the hours they are scheduled or assigned to work, unless given prior authorization to work different hours.
- 11.3 Employees shall be paid twice per month, on the 5<sup>th</sup> and 20<sup>th</sup>. If the 20<sup>th</sup> of the month falls on a weekend or holiday, employees may be paid on the work day immediately following if financially necessary for the district.
- 11.4 Employees shall be paid for hours worked and for approved sick leave and all other paid time off.
- 11.5 Employees will be paid time and one-half (1 ½) for authorized hours worked beyond eight (8) hours in one (1) day or forty (40) hours in one (1) week. Employees may not work hours beyond the normal day or workweek without prior authorization. Sick leave, other paid time off, and days off due to inclement weather are not considered hours worked when computing overtime pay.
- 11.6 Employees who, before notification of closing, report to work on days when school is closed due to unforeseen reasons will receive two (2) hours' pay or will be paid for time worked, whichever is greater.
- 11.7 The District shall endeavor to assign Food Service personnel to work when camps or other functions require it.

**ARTICLE XII**  
**VACANCIES, PROMOTION, POSTING, BIDDING,**  
**AND TEMPORARY ASSIGNMENTS**

- 12.1 Vacancies and Bidding:
  - a. Vacancies within the bargaining unit shall be filled from within the bargaining unit whenever possible.
  - b. Bargaining unit employees shall have the right to bid on vacancies.
  - c. Vacancies will be filled on the basis of seniority, qualifications, and personal interview.
  - d. Temporary Assignments shall be bid if the vacancy is in excess of ten (10) working days. If an employee is filling a temporary position in excess of ten (10) working days, the employee shall receive holiday pay based on the hours of the temporary position for any holidays that occur during the temporary assignment.

- 12.2 Posting: Six (6) copies of job vacancy positions will be given to the Steward five (5) working days prior to the interviewing of applicants. Interested employees shall apply within five (5) working days during the school year and within ten (10) calendar days during the summer months.
- 12.3 Trial Period: The employee promoted or transferred shall be granted a thirty (30) working day trial period within the school year to determine his/her ability to perform the job. During the trial period the employee may revert back to his/her former position or, if the employee is unsatisfactory, the Employer will apprise the employee of the reasons for such reversion. If more than one (1) bargaining unit member applies for the same vacancy, those not selected shall be notified and given the opportunity for a hearing before the Superintendent prior to permanent filling of the vacancy. Such revision shall not be subject to the Grievance Procedure.

### **ARTICLE XIII** **MEET AND CONFER CONFERENCES**

- 13.1 Purpose and Limitations – Upon written request of either party the Employer and the Union shall be required to meet no more than twice each year to confer on matters of mutual concern. The parties may mutually agree to meet more than twice each year. The written request shall be made in advance and shall include an agenda stating the matter(s) to be discussed and the reasons for requesting the meeting. It is understood that these special meetings shall not require either party to conduct continuing bargaining negotiations, not in any way modify, add to, or subtract from the provisions of this Agreement.
- 13.2 Scheduling and Pay – Such meetings shall be held at a time and place mutually agreeable to the parties. Each party may be represented by at least two (2) persons. Employees shall be paid while attending a special conference, but only if held during normal work hours. Such meetings may be attended by representatives of the School Board and/or the Local Union.
- 13.3 The Local Union's representative may meet on the Employer's property for thirty (30) minutes prior to the special conference, providing he/she has properly notified the Employer.

### **ARTICLE XIV** **INCLEMENT WEATHER**

- 14.1 When the Superintendent, because of inclement weather or other unforeseen reasons closes schools, employees need not report for work. A paid deduction for such closing shall not be made, provided said employee was scheduled to work and provided the school day is not rescheduled by state law.
- 14.2 An employee will receive regular pay, as indicated in subsection 14.1 above if she/he has worked the regularly scheduled day both before and after the inclement weather day or days (unless the employee is on an approved sick or funeral leave day).

- 14.3 On days when equipment failure, etc. forces closing of a school building, employees will report to work as scheduled unless otherwise directed by the administration.

**ARTICLE XV**  
**HOLIDAYS**

15.1 The following days are to be reimbursed as paid holidays:

- a. July 4 (fifty-two [52]-week employees only)
- b. Labor Day
- c. Thanksgiving
- d. Friday after Thanksgiving
- e. Christmas Eve Day
- f. Christmas Day
- g. New Year's Eve Day
- h. New Year's Day
- i. \*Good Friday
- j. Memorial Day

\*If it is necessary for staff to work on Good Friday, employees will receive Holiday Pay, however, work scheduled and performed on Good Friday will be paid at straight time.

15.2 To be eligible for holiday pay, the employee must:

- a. have been employed thirty (30) calendar days prior to the holiday and;
- b. have worked the scheduled workday before and after the holiday, unless the employee is on an approved sick or funeral leave;
- c. an employee will not receive holiday pay if the employee is on an approved leave of absence during, immediately before, or immediately after the holiday.

If the holiday is observed during the week, no work shall be scheduled on that day, except in an emergency.

In the event it is necessary for an employee to work on any of the above holidays, the employee will receive pay at time and one-half (1 ½) hourly rate for all hours worked in addition to their holiday pay.

**ARTICLE XVI**  
**FUNERAL LEAVE**

- 16.1 For each death in the employee's family, a maximum of five (5) days may be used as funeral leave, with the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) days deducted from accumulated sick leave. Family, for funeral leave, shall be defined as spouse, child, mother, father, mother-in-law, father-in-law, grandparent, grandparent-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, or grandchild, niece, nephew, or step-families.

**ARTICLE XVII**  
**SICK LEAVE**

- 17.1 Employees will earn as sick leave one (1) of his/her normal working days for each full month worked, at his/her full daily rate of pay, for personal illness or for serious illness of employee's children, step-children, parents, parents-in-law, or members of the employee's household. Household shall be defined as those household members making their permanent residence in the employee's home and those who are dependents as defined by the Internal Revenue Service. Each year two (2) sick leave days may be used as personal leave days. Employees may carry over unused personal days to the following school year to a cumulative maximum of four (4) personal days that may be used in any one school year. No more than two (2) personal days may be taken consecutively at any time.
- 17.2 Employees will accumulate sick leave or receive sick leave pay prorated according to the number of hours they are regularly employed.
- 17.3 The unused portion of the sick leave not used in any school year shall be cumulative to no more than eight hundred and eighty (880) sick leave hours.
- 17.4 No sick leave shall be used to increase an employee's workweek to over forty (40) hours.
- 17.5 Upon retirement from the Allegan Public Schools, the Board of Education will pay for an employee's accumulated sick time according to the following schedule. The first (1<sup>st</sup>) seventy-five (75) hours of accumulated sick time will not be considered for payment. The Board will begin the payment schedule with the seventy-sixth (76<sup>th</sup>) hour of accumulated sick time at a rate of three dollars (\$3.00) per hour. This rate will continue up to two hundred fifty (250) hours of accumulated sick time. From two hundred fifty-one (251) hours to five hundred (500) hours the rate will be three dollars and fifty cents (\$3.50) per hour. At five hundred one (501) hours to seven hundred fifty (750) hours the rate will be four dollars (\$4.00) per hour and after seven hundred fifty (750) hours the rate will be four dollars and fifty cents (\$4.50) per hour.
- 17.6 The Board will pay the cost of Hepatitis B series of injections, upon request of the employee.

**ARTICLE XVIII**  
**INSURANCE**

- 18.1 The Employer will make available to each employee (and the employee's eligible dependents) dental care insurance equivalent to MESSA Delta Dental Plan D, Class I and II, (80/80 co-pay), and vision insurance equivalent to MESSA VSPI.
- 18.2 The Board will provide the above insurances without cost to eligible employees. The Board will name the specific insurance carrier for each insurance coverage.
- 18.3 Employees who are eligible for dental/vision insurance will include all those employed as regular employees and who are assigned to work regularly at least five (5) hours per day. Employees who are employed fewer than five (5) hours per day as a regular employee are not eligible for dental/vision insurance benefits.
- 18.4 The Board will make available the following options from which an employee may select one:

**Option I** - The Employer will pay 93% of the designated rate for full family, two (2) person or single (1) person for the current school year for MESSA Choices II, with a ten/twenty dollar \$10.00/\$20.00 Rx card, a \$200/\$400 deductible (50% funded by the District) and \$20 Office Visit. Employees hired on or after July 1, 2006 are not eligible for medical insurance coverage. (Option I is not available if such coverage would be substantially equivalent to or would duplicate the hospitalization insurance with which the employee is already covered, it being the intention of the Board to provide necessary insurance, but also the intention of the Board that no employee shall have double coverage which has no reasonable benefit to the insured). For the 2012-13 contract year the employee shall contribute an additional 2% of the Choices II health insurance composite rate as provided by MESSA, or an equivalent cost savings to the employer shall be achieved through plan modification.

**Option II** - For those employees not participating in the healthcare coverage, the Employer will provide cash in lieu of health insurance benefits. This cash payment shall be provided in the amount of one hundred dollars (\$100.00) per month for all qualified employees.

The benefits for either Option I or Option II will be paid by the Board of Education for employees who are employed by the School District eight (8) hours per day, forty (40) hours per week, and are "full school year" employees. "Full school year," for insurance purposes, includes regular eight (8) hour employees who are employed in a position that extends throughout a full nine-and-one-half (9 ½) month school year.

Regular part-time employees (working throughout the school year but less than eight [8] hours per day) who select one (1) of the above options will have their insurance premium benefit pro-rated. The employee's share of any required additional premium will be deducted from the employee's paycheck each month (or paid directly to the business office by the employee during summer periods when the employee is not working).

Substitute employees or regular employees who are employed less than fifteen (15) hours per week will not be eligible for any of the above benefits.

- 18.5 Individual employees must assume the responsibility of signing up to receive dental/vision benefits, as such benefits are not automatic. Marriage, childbirth, death, or any other change in the employee's family should be brought to the immediate attention of the business office for purposes of keeping insurance coverage current. Employees must sign up for insurance coverage during the first (1<sup>st</sup>) month of employment or during the open enrollment period each year, presently at the beginning of the school year.
- 18.6 Dental/vision insurance benefits are subject to the following limitations and conditions: spouse and/or dependent benefits shall not be paid if such benefits are already being received by a spouse employed by Allegan Public Schools.
- 18.7 The Board's contribution for the above insurances shall be terminated at the end of the calendar month in which the employee's employment terminates.

#### **ARTICLE XIX** **BARGAINING UNIT WORK**

- 19.1 Work of one and one-half (1 ½) hours or less need not be offered to the bargaining unit. Work shall be offered by seniority on a rotating basis. The unit members shall have the right to refuse offered work. The Food Service Director may perform the work or hire from outside the bargaining unit if work is refused by the members of the unit.

#### **ARTICLE XX** **DURATION OF AGREEMENT**

This Agreement shall be in effect from July 1, 2010 until June 30, 2013.

The negotiation of a new Agreement shall begin upon written request of either party made no later than sixty (60) days prior to the expiration of this Agreement. Negotiations for a successor Agreement shall be scheduled outside the regular workday except as the parties may mutually agree otherwise; provided, however, that if negotiations are scheduled during the regular workday, no employee-participant shall receive pay for the time spent in negotiations. If negotiations are scheduled during the regular workday, the Employer will allow adjustment in the hours scheduled for bargaining unit employees so that no employee shall lose time from his/her job while negotiating, as long as the adjustment does not interfere with the normal operation of the Employer and is as scheduled by the Employer.

**ARTICLE XXI**  
**WAGES AND OTHER REMUNERATION**

- 21.1 Wages. The increase shall take effect on the first (1<sup>st</sup>) day of the academic calendar year.
- 21.2 Lunch. An employee working four (4) hours daily is authorized a fifteen (15) minute, paid lunch break. An employee working four and one-half (4 ½) or more hours daily is authorized a thirty (30) minute, paid lunch break.
- 21.3 Uniforms. All Food Service employees are to wear uniforms and/or smocks during their normal workday. The Food Service Program will reimburse all regular employees (does not apply to substitute employees) up to the following annual amounts: two hundred seventy-five dollars (\$275.00); Employees working two (2) hours per day or less will receive one-half (½) of the appropriate uniform allowance.

The Food Service Director will provide appropriate dress requirements for all Food Service employees.

- 21.4 Catering. When employees participate in food preparation and/or services for functions other than student breakfast and/or lunch, they shall receive remuneration at one and one-half (1 ½) times their normal hourly rate of pay.

Catering work shall be assigned to bargaining unit members on a rotating basis beginning with the most-senior members of the unit.

It is the responsibility of the Food Service Director to see that all costs of these functions, including labor and benefits, are recouped by the District.

**WAGES  
2010-2011**

	Technician Level II	Technician Level I	MS Kitchen Coordinator	Cook	Driver
Beginning	\$8.98	\$9.54	\$9.73	\$9.92	\$9.93
After 60 Days	\$9.28	\$9.86	\$10.05	\$10.22	\$10.26
After 1 year	\$9.88	\$10.46	\$10.65	\$10.84	\$10.86
After 2 years	\$10.48	\$11.13	\$11.32	\$11.49	\$11.53
After 3 years	\$11.14	\$11.81	\$12.00	\$12.17	\$12.21
After 4 years	\$11.49	\$12.17	\$12.32	\$12.50	\$12.60
After 5 years	\$11.86	\$12.54	\$12.71	\$12.89	\$12.96
After 6 years	\$12.07	\$12.76	\$12.94	\$13.11	\$13.18
After 7 years	\$12.28	\$12.98	\$13.16	\$13.33	\$13.40
After 8 years	\$12.48	\$13.21	\$13.38	\$13.55	\$13.62
After 9 years	\$12.70	\$13.42	\$13.60	\$13.76	\$13.85
After 10 years	\$12.92	\$13.63	\$13.81	\$13.99	\$14.06
After 11 years	\$13.08	\$13.78	\$13.99	\$14.16	\$14.23
After 12 years	\$13.25	\$13.95	\$14.16	\$14.32	\$14.39
After 13 years	\$13.40	\$14.11	\$14.32	\$14.48	\$14.57
After 14 years	\$13.57	\$14.27	\$14.48	\$14.65	\$14.73
After 15 years	\$13.71	\$14.44	\$14.64	\$14.81	\$14.93
After 20 years	\$14.02	\$14.75	\$14.94	\$15.11	\$15.24

**WAGES  
2011-2012**

	Technician Level II	Technician Level I	MS Kitchen Coordinator	Cook	Driver
Beginning	\$9.07	\$9.64	\$9.83	\$10.02	\$10.03
After 60 Days	\$9.37	\$9.95	\$10.15	\$10.32	\$10.36
After 1 year	\$9.97	\$10.57	\$10.75	\$10.95	\$10.97
After 2 years	\$10.59	\$11.25	\$11.43	\$11.60	\$11.65
After 3 years	\$11.26	\$11.93	\$12.12	\$12.29	\$12.33
After 4 years	\$11.60	\$12.29	\$12.45	\$12.63	\$12.72
After 5 years	\$11.97	\$12.66	\$12.83	\$13.02	\$13.09
After 6 years	\$12.19	\$12.89	\$13.07	\$13.24	\$13.32
After 7 years	\$12.40	\$13.11	\$13.30	\$13.46	\$13.53
After 8 years	\$12.61	\$13.34	\$13.51	\$13.69	\$13.76
After 9 years	\$12.82	\$13.55	\$13.74	\$13.90	\$13.99
After 10 years	\$13.05	\$13.77	\$13.95	\$14.13	\$14.20
After 11 years	\$13.21	\$13.92	\$14.13	\$14.30	\$14.37
After 12 years	\$13.38	\$14.09	\$14.30	\$14.46	\$14.54
After 13 years	\$13.53	\$14.25	\$14.46	\$14.63	\$14.71
After 14 years	\$13.71	\$14.41	\$14.63	\$14.79	\$14.87
After 15 years	\$13.85	\$14.59	\$14.78	\$14.96	\$15.08
After 20 years	\$14.16	\$14.90	\$15.09	\$15.26	\$15.39

Technicians Level I (Middle School/High School)  
Technicians Level II (Elementary)

2012/2013 –

The Board and the Union mutually agree that the 2012-2013 Salary Schedule shall be increased by a maximum of two (2%) percent based only on the following factors:

1. The 2011-12 General Fund Budget allocated for the total of Food Service Employees salaries, Board's MPSERS retirement contributions, FICA, and Workers Compensation costs shall be divided by the total 2011-2012 General Fund Budget to determine the percentage used in calculating any increase in the salary schedule. (For example, if the total of Food Service Employees salary, retirement, FICA, and Workers Compensation costs equals \$330,000. and the General Fund Budget is \$22,000,000, then the percentage is 1.5% allocated to the Instructional Assistants).
2. The salary schedule increase shall be based on additional General Fund revenue from the following sources:
  - a. An increase in state aid (i.e. increase in the Student Foundation Grant [SFG] calculated on FTE student numbers).
  - b. An increase in the 2012-2013 student enrollment (blended count based on February 2011 and September 2012).
  - c. An increase in other state funding sources, excluding any federal economic recovery funding for the 2012-2013 year only.
3. Any increase as noted above in number 2 shall be multiplied by the percentage determined in number 1 above to result in the additional funds available to increase the salary schedule. (For example, if there are 20 additional students enrolled in 2012 and the SFG is \$7,316 this would equal \$146,320. Using the example of 1.5%, would be \$2,195 to be allocated to the Food Service Employees salary schedule improvement.
4. The above increase would be calculated in May of 2013 with retro-compensation being paid by the last check in June, 2013. Calculation in May will provide for accurate State funding that was not reduced by any proration of State aid between October, 2012 and May, 2013.
5. The Board shall provide to the union the above calculations by May 31, 2013.

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed by their duly authorized representatives as of the 29<sup>th</sup> day of July 2010.

EMPLOYER:  
ALLEGAN PUBLIC SCHOOLS  
COUNTY OF ALLEGAN  
ALLEGAN, MICHIGAN

BY: Kevin R. Hawen

ITS: SUPERINTENDENT

UNION:  
TEAMSTERS STATE, COUNTY  
AND MUNICIPAL WORKERS  
LOCAL 214

BY: Robert P. Kosny

ITS: Business Representative

BY: Julie Shanley

ITS: Union Steward

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