AGREEMENT

between

CRESTWOOD SCHOOL DISTRICT

and the

FOOD SERVICE EMPLOYEES

Effective July 1, 2021, up to and including, June 30, 2024

Crestwood School District Dearborn Heights, Michigan

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AGREEMENT

This Agreement is made and entered into on of _____, 2021, between the CRESTWOOD SCHOOL DISTRICT, Dearborn Heights, Michigan, (hereinafter referred to as the "EMPLOYER") and the Crestwood Food Service Employees Organization, (hereinafter referred to as the "Organization")

PURPOSE

The purpose of the Agreement is to set forth terms and conditions of employment as required by the PERA, Act 379 of the Michigan Public Acts of 1965, as amended, and to promote orderly and peaceful labor relations between the employees and employer.

ARTICLE I – RECOGNITION

The Employer hereby recognizes the Organization as the exclusive representative for the purpose of collective bargaining and with respect to rates of pay, wages, hours of employment, or other conditions of employment for all regular full-time and regular part-time employees employed in the classifications of Tier One (1), (those employees who regularly work 6-8 hours per day), Tier Two (2), (those employees who regularly work 4.0-5.75 hours per day) and Tier Three (3), (those employees who regularly work 3.75 hours or less per day).

ARTICLE II - MANAGEMENT RIGHTS

The Board retains the right in accordance with applicable laws and regulations, (a) to direct employees of the school, (b) to hire, promote, transfer, assign, and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employee, (c) to relieve employees from duties because of lack of performance or for other legitimate reasons, (d) to maintain the efficiency of the school operations entrusted in the, (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of the Crestwood School District.

ARTICLE III – SENIORITY

A. <u>Seniority</u>. Seniority for the purpose of the Agreement shall mean the employee's length of continuous employment in the classifications covered by this Agreement.

The Organization shall be furnished an up-to-date seniority list, stating name and seniority date at the beginning of each school year.

The relative seniority of employees hired on the same date shall be determined by ranking employees on the seniority lists in descending numerical order of the last four digits of their social security number.

If an employee accrues seniority within the food service department, they may maintain this seniority, but not accrue additional seniority if they leave the department and then return under the condition that they maintain continual employment with the Crestwood School District during this time or are on an approved leave of absence.

B. <u>Probation Period</u>.

- 1. A probation period of sixty (60) days worked shall be served by all Food Service Employees after being hired as a regular employee.
- 2. Upon completion of satisfactory probation, the Food Service Employee's name will be placed on the seniority list from their date of hire.
- C. <u>Regular Assignments</u>. When the School District creates a new position or declares a vacancy in the bargaining unit, the position or vacancy shall be posted at least five (5) working days. Seniority employees possessing the qualifications for the posted position may bid by filing a written request within the posting period. If the qualifications, ability and merit are equal among applicants, then the high seniority employee shall be selected and given a trial period not to exceed thirty (30) working days. During the trial period, a seniority employee may be disqualified and returned to his/her former position and no grievance shall be filed.

A seniority employee who is not selected for a trial period, or a seniority employee who is disqualified during the trial period, may request the reasons for his/her bid denial or disqualification.

- **D.** <u>Loss of Seniority</u>. An employee shall lose his/her seniority and his/her employment shall terminate for the following reasons:
 - 1. He/she resigns or retires.
 - 2. He/she is a seniority employee and is discharged and the discharge is not reversed through the grievance procedure.
 - 3. He/she is laid off for a period of more than one (1) year
 - 4. He/she fails to report to work at the designated date and time after notice of recall.
 - 5. He/she is absent for three (3) consecutive working days without notice to the supervisor or designee; or is absent for three (3) consecutive working days without a valid reason.
 - 6. He/she fails to return from an authorized leave of absence (including a leave resulting from a work-related injury or illness) vacation or sick leave at the designated time unless the designated time has been mutually extended, in writing, by the employee or Organization, and the Employer.

ARTICLE IV - LAYOFF AND RECALL

A. <u>Layoff Procedure</u>. Probationary employees in the affected classification shall be laid off prior to seniority employees. Thereafter, seniority employees in the affected classification shall be laid off according to their District-wide seniority within the Food Service Department. Notwithstanding the foregoing, cooks' helpers may bump employees with

less seniority in a lower classification. No employee being laid off may bump an employee in a higher classification.

B. <u>**Recall Procedure.**</u> In the event it becomes necessary to recall seniority employees who have been laid off, employees on layoff will be recalled in order of greatest seniority within classification.

Any employee who shall have been laid off, and whose services are again required by the Employer, shall be notified to return to work by notification addressed to the last address given to the Employer by the employee. The notification shall be sent by certified mail with return receipt requested and a copy of the notification shall be given to the bargaining committee. The employee so notified shall have five (5) school days' time after receipt of such notice to report for work.

C. <u>Notification</u>. In the event the School District elects to lay off employees in the classifications of Food Service Tier I, Tier II or Tier III, the Organization will be furnished with a list of employees to be laid off and their respective seniority. Non-operation of schools due to conditions beyond the control of the Employer, such as but not limited to natural disaster, mechanical failure, or strikes shall not hold the Employer liable for notice of layoff.

ARTICLE V - RESIGNATION

When an employee resigns, he/she shall file a resignation form with the District at least two (2) weeks prior to the effective date of termination of employment.

ARTICLE VI - DISCHARGE OR SUSPENSION

- A. A seniority employee shall not be disciplined by written reprimand, suspended without pay, or discharged without just cause. A written reprimand may be grieved through the Superintendent of Schools level, but shall not be subject to arbitration.
- B. Written notice of a suspension or discharge shall be given to a regular seniority employee and the Organization. Should the discharged or suspended seniority employee consider the discharge or suspension to be improper, a grievance must be made in writing and presented to the Office of HR within five (5) regularly scheduled working days from the date of the employee's notification of discharge or suspension. The Office of HR will review the discharge or suspension and give his/her answer in writing within five (5) regularly scheduled working days after receiving the grievance. If the decision is not satisfactory to the Union or the individual, the matter may be processed through the next levels of the grievance procedure.
- C. The provisions of this Article do not apply to those employees classified as probationary.

ARTICLE VII - REPORTING TIME

School Food Service Employees shall report their absence from work at least one hour prior to their regular starting time.

ARTICLE VIII – GRIEVANCE PROCEDURE

- A. <u>Definition</u>. A grievance is defined as a written complaint by a member of the bargaining unit that administrative action, discipline or policy has resulted in a violation, misinterpretation or misapplication of the terms and conditions of this Agreement. The following matters and issues shall not constitute a grievance subject to this procedure, notwithstanding being addressed or mentioned elsewhere in this Agreement.
 - 1. The termination of services of or failure to re-employ
 - 2. The content of an employee's evaluation. This does not preclude grieving an action resulting from an adverse evaluation;
 - 3. Any matter for which there is a specified procedure and/or administrative agency for recourse according to state or federal laws, provided that the School District shall grant a hearing for these matters within twenty (20) days of receipt of a request, in writing, except where the School District is otherwise obligated by law to provide a hearing pursuant to a specified procedure.
- **B.** <u>**Designees.**</u> The bargaining unit shall designate representatives to handle a grievance when requested by the grievant. The School District hereby designates the Supervisor of Food Service to act as its representative at Level One as hereinafter described and the Superintendent, or his designated representative, to act at Level Two as hereinafter described.
- **C.** <u>**Grievant Rights.**</u> The grievant shall have the right at all times during the grievance procedure to have a union representative present.
- **D.** <u>**"Days" Defined.**</u> The term "days" as used herein shall mean business days in which the School District is in operation, excluding Christmas and Spring recess.
- E. <u>Grievance Content</u>. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this Agreement alleged to have been violated;
 - 5. It shall contain the date of the alleged violation, if known;
 - 6. It shall specify the relief requested.

The grievance shall be submitted on the grievance form attached to this Agreement as Appendix D.

- **F.** <u>**Failure to Institute.**</u> Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the School District (except a grievance involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
- **G.** <u>**Time Limits.**</u> The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the School District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- **H.** <u>**Procedures.**</u> Notwithstanding the expiration of this Agreement, any grievance arising thereunder may be processed through the Grievance Procedure until resolution.

I. <u>Grievance Procedure</u>:

Level One:

<u>Informal Procedure</u>. An employee alleging a violation of the express provisions of this contract shall, within twenty (20) days of its alleged occurrence, orally discuss the grievance with the food services supervisor in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two:

<u>Formal Grievance Procedure</u>. The grievant may invoke Level Two of this grievance procedure by presenting the grievance, in writing, to the union and to his/her principal or supervisor.

Within five (5) days of receipt of the written grievance, the grievant's principal or supervisor shall state his/her decision, in writing, concerning the grievance, together with the supporting reasons therefor and furnish one (1) copy to the grievant and one (1) copy to the union.

In the event the union is not satisfied with the disposition of the grievance by the building principal or supervisor, or if no decision has been rendered within five (5) days after presentation of the Formal Grievance, it may file the written grievance and the decision of the supervisor if there is one with the Human Resource office within five (5) days.

The Human Resources office shall schedule a meeting with the grievant and the union representative within five (5) days of the receipt of the grievance. Within five (5) days after said meeting, the Human Resource office shall issue a written decision and furnish one (1) copy to the grievant and one (1) copy to the union representative.

Level Three:

<u>Arbitration</u>. In the event the union is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been rendered within the time lines for decision at Level Two, the union may refer the grievance to arbitration by filing a Demand for Arbitration, within ten (10) days of the Level Two disposition, with the American Arbitration Association, whose Voluntary Arbitration Rules shall govern the arbitration selection process and the conduct of the hearing. The arbitrator shall render a decision and remedy, if appropriate, based upon the interpretation of this Agreement and shall have no authority or power to alter, modify, add to, subtract from or ignore any of the terms of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the School District's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The arbitrator shall have no power to reverse or modify a discretionary decision of the School District or its administration where the ability to exercise managerial discretion is not expressly and clearly limited by the terms of this Agreement.

The decision of the arbitrator shall be final and binding, provided the decision is within the arbitrator's scope of authority as set forth herein.

Specifically, the arbitrator shall have no authority or power to render a decision in cases which are matters and issues not constituting grievance subjects as listed in Section A, 1-5, of this Article and such cases are expressly excluded from arbitration.

The fees and expenses of the arbitrator shall be apportioned as follows:

- 1. If the grievance is fully denied, the union shall be responsible for the fees and expenses.
- 2. If the grievance is fully granted, the School District shall be responsible for the fees and expenses.
- 3. If the grievance is denied in part and granted in part, the arbitrator shall apportion the responsibility for the fees and expenses between the parties on a percentage basis according to the degree to which each party did not prevail in its position.

ARTICLE IX - NO STRIKES OR STOPPAGES

During the life of this Agreement, the Union will not cause, nor will any member of the Union take part in any strike, concerted action, work stoppage, slow down, or any curtailment of work, or any restriction on the operation or interference with the efficient operation or interference with the efficient operation of the District.

ARTICLE X - MISCELLANEOUS

A. The provision of this Agreement shall be subordinate to the applicable laws of the State of Michigan and the United States and should any provision or any application of this

Agreement be deemed or declared to be contrary to law then such provision shall be of no force and effect but all other provisions shall be continued in full force and effect. Such provision shall be subject to renegotiations.

- B. The Employer agrees that it will allow the proper accredited representative of the local union access to the Employer's school buildings at any time during regular working hours for the purpose of policing the terms and conditions of this Agreement. However, said representative shall not interfere with the operation in any manner, and shall first report to the supervisor or other administrator when he first enters upon school property.
- C. The Employer may grant necessary and reasonable time off, without discrimination or loss of seniority right and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided five (5) days written notification is granted to the District by the Union, and further provided such time off, without pay, shall not exceed five (5) working days.
- D. Each employee shall have access to his own personnel file to examine its contents in the presence of an administrator and at a time arranged with said administrator. Any complaints received against any employee shall not be entered into his/her personnel file without acknowledgment by the employee.
- E. When school is closed due to inclement weather or act of God, or administrative action those employees affected will not be paid for the days involved but will be paid for any rescheduled days in the school calendar that are worked. Provided, however, employees shall be paid for the first six (6) cancelled days in a school year if those days are not rescheduled prior to the end of the school year and if those cancelled days are counted as days and hours of pupil instruction under the laws of the State of Michigan and/or the rules and regulations of the State Board of Education and the Department of Education.
- F. Evaluation The District has informed the Union that the current evaluation process will be followed. An annual evaluation shall be performed of all employees by the immediate supervisor using the appropriate evaluation form.
- G. The District will notify the Union Representative within five (5) working days of the name of regular full and part-time Food Service Employees hired into the bargaining unit.
- H. The Employer may, in its sole discretion, require the direct deposit of paychecks in a manner consistent with law.
- I. A clothing allowance up to \$200.00 will be paid annually to all Tier One (1) and Tier Two (2) members of the bargaining unit and up to a \$100.00 clothing allowance will be paid annually to all Tier Three (3) members. All employees must have uniforms which are in such condition as to present a clean and pleasing appearance when worn, The clothing allowance will be limited to hair nets, shoes, pants and/or capris and any Crestwood School District promoting shirts. For truck drivers, it will include coats, boots, blue jeans, sweatshirts, and sweatpants.

Annually, the district will provide at no cost to the Tier I and Tier II employee, two (2) uniformed shirts, two (2) aprons and one (1) hat. Final approval for the selection (design, color, etc.) of such items will remain with the Food Service Supervisor.

The clothing allowance will be paid to the employee only upon proof of purchase with a receipt. No allowance will be paid without such proof of purchase. All expense reimbursement requires must be presented to the Food Service Supervisor (or her designee) by March 1 for approval and all expense must have been incurred during the current fiscal year beginning in August.

- J. Mileage will be paid to employees required to change work locations during any workday.
- K. Any employee with ten (10) or more years of service who voluntarily terminates their services with the district shall receive payment for previously unused and accumulated paid leave days, but not to exceed eight (8) days' pay.
- L. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

ARTICLE XI - LEAVE WITHOUT PAY

Leave of absence without pay or other benefits provided under this Agreement may be granted by the Employer. Employees will not accumulate seniority during such leaves of absence but shall return with the seniority accumulated at the commencement of the leave of absence.

A. <u>Health Leave</u>.

- 1. Health leave, when recommended by a physician, may be granted up to a maximum of one (1) year commencing after sick leave has been used.
- 2. Notice of intention to return from a leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties. The employee must notify the Employer, in writing, at least two (2) weeks prior to his return to work.

B. <u>Maternity Leave</u>.

- 1. A maternity leave of absence may be granted, to an employee electing not to use personal illness leave for childbirth, for the purpose of childbirth and subsequent childcare, for a duration of up to one (1) year.
- 2. A member of the bargaining unit adopting a child may receive a similar leave, which shall commence upon the entry of an order by the probate court awarding custody to the adoptive parent.

- C. <u>Military Leave</u>. Military leave of absence is covered under the National Selective Service Act, as amended, 1970.
- **D.** <u>**Other Unpaid Leaves.**</u> Other unpaid leaves of absence may be granted by the Employer for reasons deemed appropriate by the Superintendent of Schools.

ARTICLE XII - LEAVE WITH PAY

A. <u>Paid Time Off.</u> Each Tier One (1) member of the bargaining unit will each school year be credited with thirteen (13) PTO (paid time off) days to be used for sick, personal reasons, or vacation. Employees shall be allowed to accumulate earned PTO days but unused days limited to a maximum of 60 days. New employees completing their probationary period after the start of the school year shall be credited with one (1) PTO day for each month remaining in the fiscal year subsequent to completion of their probationary period. The determination of the proration of personal days shall be computed in the same manner.

Each Tier Two (2) employee shall receive four (4) PTO (paid time off) days to be used for sick, personal reasons, or vacation. Employees shall be allowed to accumulate earned PTO days but unused days limited to a maximum of 60 days. Days will be prorated for employees hired during the school year.

When PTO is taken in increments greater than 3 days prior approval from the Food Service Supervisor

Each Tier Three (3) employee shall receive two (2) PTO (paid time off) days to be used for sick, personal reasons, or vacation. Employees shall be allowed to accumulate earned PTO days but unused days limited to a maximum of 60 days. Days will be prorated for employees hired during the school year.

When PTO is taken in increments greater than 3 days prior approval from the Food Service Supervisor

- **B.** <u>Jury Duty</u>. Any employee with more than one (1) year seniority who is summoned for jury duty shall notify the Employer no less than seventy-two (72) hours prior to the reporting date. An employee reporting for jury duty other than Grand Jury duty shall be paid for each day on jury duty less the jury duty fee. To be eligible for jury duty pay the employee must submit a statement from the court listing the dates served. The employee's benefits shall continue during this period including accrual seniority. If the employee is not required to serve a full day of jury duty, on any day, she/he shall report for work at the earliest possible time.
- C. <u>Funeral Leave</u>. An employee shall be entitled to three (3) days of paid funeral leave as a result of death in the employee's immediate family. Immediate family shall be defined as spouse, children, mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandparents, grandchildren, brother or sister. Said days shall not be cumulative. An

employee may use an additional up to two (2) days of PTO as is necessary for funeral related activities, such as travel or assisting with funeral arrangements.

ARTICLE XIII – FMLA

The School District shall provide leave to eligible employees under the Family Medical Leave Act, "FMLA," in accordance with applicable law.

To request a FMLA leave, an employee must submit a completed and signed Application for Family and Medical Leave Act form to the Human Resources Office. If the need for FMLA leave is foreseeable, the employee must request the leave at least thirty (30) days in advance of the first day of the leave. If the need for FMLA leave is not foreseeable, the employee shall provide notice as soon as possible and practical, generally no later than the next business day. Failure to request a FMLA leave in accordance with this Section may result in denial of the FMLA leave.

Upon receipt of a request for FMLA leave, the School District shall process the request in accordance with applicable law.

Employees who are approved for a FMLA leave shall be required to use all paid leave remaining in their leave bank concurrent with the FMLA leave.

ARTICLE XIV - WORK SCHEDULE

- A. <u>Work Day</u>. The standard work day shall not be more than eight (8) consecutive hours, no person shall be required to work over seven (7) hours per day without his/her consent. There shall be one paid fifteen (15) minute rest period for each four (4) hours of work scheduled.
- **B.** <u>Work Week</u>. The standard workweek shall be not more than five (5) consecutive days in any seven (7) day period beginning at 12:01 a.m., Monday morning.

An employee shall be paid time and one-half for all work in excess of forty (40) hours in any one (1) week.

C. <u>Non-Standard</u>. An employee selected to work at a function or event which takes place after the normal workday shall receive straight time for all such hours worked.

Whenever an employee has been scheduled or notified to report for work and is sent home due to no fault of his/her own, he/she shall receive one-half (1/2) of his regular pay or be provided with some type of work of a reasonable similar nature for one-half of his regularly scheduled hours. If school operations are suspended due to an Act of God employees will receive pay for all hours scheduled, in addition to actual hours worked, if applicable.

If school is dismissed early due to an Act of God, employees will be allowed to leave upon satisfactory completion of all work in process and will receive pay for all hours scheduled.

Student half-days of attendance identified on the school calendar of the district shall be considered scheduled workdays for only Tier One (1) members whose position requires them to be present.

The Head Cook position will be a full-time position of minimally six (6) hours per day and no reduction in hours will occur in this classification. Any reduction of hours will be equally applied to all classifications.

ARTICLE XV - HOLIDAYS

All full-time Tier One (1) seniority employees shall receive his/her daily rate of pay for the following days provided that he/she works on the scheduled workday before and after the holiday: (Note: With the approval of the Superintendent or his designee, a waiver of this clause may be granted if an emergency arises that precludes the employee from working i.e., Medical, bereavement.)

- 1. Thanksgiving Day
- 2. Day after Thanksgiving
- 3. Monday after Easter Day
- 4. Memorial Day
- 5. Friday before Labor Day
- 6. Labor Day
- 7. Christmas Eve Day
- 8. Christmas Day
- 9. Day After Christmas
- 10. New Year's Eve Day
- 11. New Year's Day
- 12. Martin Luther King Day
- 13. Good Friday
- 14. Eid Holiday (1 day)

*Independence Day will be paid only for those members of the bargaining unit who work during summer school.

All Tier Two (2) employees shall receive his/her daily rate of pay for the following days provided that he/she works on the scheduled workday before and after the holiday: (Note: With the approval of the Superintendent or his designee, a waiver of this clause may be granted if an emergency arises that precludes the employee from working i.e. Medical, bereavement.)

- 1. Thanksgiving
- 2. Christmas Eve Day
- 3. Christmas
- 4. New Year's Day
- 5. Monday After Easter Day
- 6. Good Friday
- 7. Memorial Day

- 8. Martin Luther King Day
- 9. Labor Day
- 10. Eid Holiday (1 day)

All Tier Three (3) employees shall receive his/her daily rate of pay for the following days provided that he/she works on the scheduled workday before and after the holiday: (Note: With the approval of the Superintendent or his designee, a waiver of this clause may be granted if an emergency arises that precludes the employee from working i.e. Medical, bereavement.)

- 1. Labor Day
- 2. Good Friday
- 3. Christmas Day
- 4. Eid Holiday (1 Day)

ARTICLE XVI – INSURANCE

A. <u>Eligibility for Insurance</u>. The Employer shall provide without cost to the employee, the insurance coverage provided for in this Article for all Tier One (1) employees who are scheduled to, and regularly work at least thirty (30) hours per week.

All payroll deductions for health care costs will be prorated so as to be made over the period September to June.

Eligible employees may elect reimbursement in lieu of medical insurance as provided below:

- 1. All eligible employees must elect either coverage or reimbursement in lieu of coverage by the Friday following Labor Day of each year. Those employees electing reimbursement shall receive payment at the end of the school year if they have worked the full school year. The amount of reimbursement shall be:
 - a. Tier One (1) Employees \$400.00

Coverage and benefits under the above plans are subject to the terms and conditions contained in the contracts between the District and the carrier/provider.

Except as otherwise provided under COBRA, the insurance listed above shall be discontinued at the end of the month in case of layoff or unpaid leave of absence, except for FMLA leaves,

It shall be the responsibility of the employee to notify the Business Office of any change in his/her status, with respect to eligibility for coverage, including dependent coverage.

B. <u>Life</u>. A term insurance policy in the face value of \$15,000.00, subject to reductions after attaining the age as permitted by the Age Discrimination in Employment Act.

C. <u>Health Insurance</u>. The Employer shall pay the premiums as set forth herein to provide health insurance to regular, full-time seniority employees. Effective September 1, 2006, the current Blue Cross PPO Plan shall be changed to Community Blue 1 PPO with a \$10 generic/\$20 brand prescription drug rider with MOPD 2-X and the PCCM, PCD Riders. Effective as soon as practicable after ratification of this Agreement, increase in-network deductible to \$250/\$500 and out-of-network deductible to \$375/\$750 with a \$20 Office Visit, including Chiropractic and a \$5 generic/\$30 brand prescription drug rider.

For regular part-time seniority employees, who enroll in the District's health plan, the District shall pay one-half (1/2) the applicable Employer-required premiums.

The District may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. In the event that Public Act 152 of 2011 is repealed, or declared unconstitutional or legally not effective by a court or administrative agency, employees taking health insurance through the School District shall make monthly contributions toward the cost of that health insurance.

D. <u>Dental.</u> Coverage for dental benefits shall be comparable to that in effect July 1, 1982, providing one hundred (100%) percent for routine dental treatment, fifty (50%) percent for major dental treatment and fifty (50%) percent for orthodontics with a One Thousand (\$1,000) Dollar calendar year maximum on routine and major treatment and One Thousand Five Hundred (\$1,500) Dollar lifetime maximum on orthodontics, each per member of the family. Said plan to cover the employee and dependents. Dependents to include spouse and all children to age twenty-one (21) and beyond age twenty-one (21) if meeting the eligibility requirements of the insurance carrier for a full-time student.

E. <u>Vision</u>.

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Examination Once Every 12 Months	Covered 100%	(Reimbursed Amounts) Up to \$55
Lenses Once Every 12 Months	Standard Glass or Plastic Covered 100%	Single Vision Up to \$73 Bi-Focal Up to \$84 Tri-Focal Up to \$100 Lenticular Up to \$124
Frame Once Every 12 Months	Covered Up to \$50 Retail Allowance (20% Discount Off Remaining Balance Over \$50 Allowance)	Up to \$50

Contact Lenses Once Every 12 Months	(In lieu of Lenses/Frames)	(In Lieu of Lenses/Frames)
1. Elective	Covered Up to \$100 Retail Allowance (15% Discount	Up to \$110
	(Conventional) or 10% Discount	
	(Disposable) Off Remaining Balance Over \$110)	
2. Medically Necessary	Covered 100%	\$200

Coverage and benefits under the above plans shall be effective the beginning of month following attainment of seniority. Plans are subject to the terms and conditions contained in the contracts between the District and carrier/provider. Except as otherwise provided under COBRA, the insurance coverage's listed above shall be discontinued at the end of the month in case of layoff or unpaid leave (except otherwise as provided under FMLA leaves). It is the responsibility of the employee to notify the Business Office of any change in his/her status with respect to eligibility for coverage, including dependent coverage.

F. <u>**Disability.**</u> The School District shall pay the premiums to provide to Tier one (1) employees the District's LTD policy. The School District shall pay 60% (not to exceed \$2,000.00 per month). The School District shall provide to seniority employees, upon request, a schedule of insurance and summary plan description, but a seniority employee's entitlement to benefits shall be subject to, and governed by, the terms and conditions of the group insurance policy.

The waiting period shall be 30 consecutive workdays of disability. After 30 consecutive workdays of disability, the District will pay 60% of the employee's base straight-time pay until the 60 calendar day waiting period has been exhausted.

Disability shall be defined and administered in accordance with the District's LTD policy.

ARTICLE XVII – WAGES

				Food S		ina					
				Wage Se							
				2020-							
	4	Step 1	S	Step 2		Step 3		Step 4	Step 5	Step 6	Step 7
Manager/Head Cook - CHS	S	16.65	s	17.17	s	17.69	S	18.21	\$ 18.73		
Manager - RMS	s	14.79	s	15.01	s	15.24	s	15.43	\$ 15.61		
Manager - Elementary	S	12.48	s	12.68	s	12.87	S	13.06	\$ 13.21		
Kitchen Assistant - Elementary	S	9.90	s	10.05	s	10.90	s	11.15	\$ 11.30		
Cooks Helper	s	13.95	s	14.16	s	14.38	S	14.57	\$ 14.72		
Cafeteria Assitant/Bookkeeper	S	13.95	s	14.16	s	14.38	S	14.57	\$ 14.72		
Food Service Driver	S	13.95	S	14.16	s	14.38	S	14.57	\$ 14.72		
Cafeteria Assistant - Secondary	S	13.14	S	13.34	S	13.53	S	13.71	\$ 13.87		
Cashier/Servers	S	9.65	s	9.90	s	10.25	S	10.60	\$ 10.95		
Monitors	s	9.65	s	9.65	s	10.00	s	10.35	\$ 10.70		
				Food S	ervi	ice					
				Wage Se							
				2021-							
	_	Step 1		Step 2	_	Step 3	6	Step 4	Step 5	Step 6	Step 7
Manager/Head Cook - CHS	S	16.82	S	17.34	S	17.87	S	18.39	\$ 18.92	\$ 19.17	\$ 19.42
Manager - RMS	S	14.94	S		S	15.44	S		\$ 15.95	*	\$ 16.45
Manager - Elementary	S	12.60	S	12.86	S	13.11	S		\$ 13.61	\$ 13.87	\$ 14.12
Kitchen Assistant - Elementary	S	10.61	S	10.86	S	11.11	S		\$ 11.62	\$ 11.87	\$ 12.12
Cooks Helper	S	14.09	S	14.34	S	14.59	S		\$ 15.10	\$ 15.35	\$ 15.60
Cafeteria Assitant/Bookkeeper	S	14.09	S	14.34	S	14.59	S		\$ 15.10	\$ 15.35	\$ 15.60
Food Service Driver	S	15.10	S	15.35	S	15.60	S		\$ 16.11	\$ 16.36	\$ 16.61
Cafeteria Assistant - Secondary	S	13.27	S	13.52	S	13.78	S		\$ 14.28	\$ 14.53	\$ 14.79
Cashier/Servers Monitors	S	10.10	S	10.35	S	10.61	S	10.86	\$ 11.11 \$ 11.11	\$ 11.36 \$ 11.36	\$ 11.62 \$ 11.62
Nomiors		10.10	3	10.55	2	10.01	3	10.80	\$ 11.11	\$ 11.50	\$ 11.02
				Food S	ervi	ice			1	1	1
				Wage Se							
				2022-							
	_	Step 1		Step 2		Step 3	_	Step 4	Step 5	Step 6	Step 7
Manager/Head Cook - CHS	S	16.98	S	17.52	S	18.05	S		\$ 19.11	\$ 19.36	\$ 19.62
Manager - RMS	S	15.09	S	15.34	S	15.60	S	15.85	-	\$ 16.36	\$ 16.62
Manager - Elementary	S	12.73	S	12.99	S	13.24	S		\$ 13.75	\$ 14.01	\$ 14.26
Kitchen Assistant - Elementary	S	10.71	S S	10.97 14.49	S S	11.22	S S	11.48	\$ 11.73 \$ 15.25	\$ 11.99 \$ 15.51	\$ 12.24 \$ 15.76
Cooks Helper Cafeteria Assitant/Bookkeeper	S	14.23	S	14.49	S	14.74	5		\$ 15.25	\$ 15.51	\$ 15.76
Food Service Driver	5	15.25	S	15.51	S	14.74	5	15.00	\$ 16.27	\$ 16.53	\$ 16.78
Cafeteria Assistant - Secondary	s	13.40	S	13.66	s	13.91	S		-	\$ 14.68	\$ 14.93
Casher/Servers	S	10.20	S	10.46	-	10.71	5		\$ 11.22		-
Monitors	s	10.20	s	10.46		10.71	S		\$ 11.22	\$ 11.48	-
	Ť	10.20	Ľ	10.40	Ť	19.71	Ľ	10.57	¥ 11.22	* 11.70	
				Food S	ervi	ice			•	•	
Wage Schedule											
2023-2024											
		Step 1		Step 2		Step 3		Step 4	Step 5	Step 6	Step 7
Manager/Head Cook - CHS	S	17.15	S	17.69	_	18.23			\$ 19.30		-
Manager - RMS	S	15.24			S	15.75			\$ 16.27		\$ 16.78
Manager - Elementary	S	12.86	S		S	13.37	S		\$ 13.89		
Kitchen Assistant - Elementary	S	10.82	S		S	11.33			\$ 11.85		
Cooks Helper	S	14.37	S	14.63	S	14.89			\$ 15.40		
Cafeteria Assitant/Bookkeeper	S	14.37	S	14.63	S		_		\$ 15.40		
Food Service Driver	S	15.40	S		s		S		\$ 16.43		\$ 16.95
Cafeteria Assistant - Secondary	S	13.54		13.80					\$ 14.57		
Cashier/Servers	S	10.30	S S	10.56		10.82			\$ 11.33 \$ 11.33		\$ 11.85 \$ 11.85
Monitors						111 X Z	- B	11.08	1.5 11.55	1.0 11.09	1.5 11.83

ARTICLE XVIII - RETIREMENT

The Board may adopt a mandatory retirement policy, which requires the retirement of employees at the minimum age permitted by law.

ARTICLE XIX - NON-DISCRIMINATION

The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status or Union activities. Provided, however, an alleged violation of this Article shall not be processed in arbitration.

ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective on the date of Board ratification and shall continue in effect until June 30, 2024 and thereafter from year to year, unless either party requests at least sixty (60) days prior to June 30, 2024 to terminate the Agreement.

CRESTWOOD SCHOOL DISTRICT	CRESTWOOD FOOD SERVICE EMPLOYEES ORGANIZATION
By:	Ву:
Its:	Ву:
	By:
	By: