

AGREEMENT BETWEEN

OTSEGO PUBLIC SCHOOL DISTRICT

AND

OTSEGO STUDENT NUTRITION
ASSOCIATION OF PROFESSIONALS

2026-2029

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AGREEMENT

This Agreement is between the Otsego Public Schools, (hereinafter referred to as the "Board," "Board of Education," "School District," "District," or "Employer"), and the Otsego Student Nutrition Association Professionals, an affiliate of the Michigan Education Association, hereinafter referred to as the "Association."

ARTICLE 1: RECOGNITION

A. Recognition

1. The Board of Education hereby recognizes Otsego Student Nutrition Association Professionals, an affiliation of Michigan Education Association and National Education Association, hereinafter referred to as "the Association," as the sole and exclusive bargaining representative as defined in the Michigan Public Employment Relations Act (hereinafter referred to as the Michigan PERA, MCL 423.201 et seq.) for all Employees engaged in full-time or regularly scheduled parttime food service work for the term of this Agreement. Such representation excludes the Food Service Director, Food Service Coordinator, student workers, substitutes, temporary employees, and supervisory personnel.
2. The rights granted to the Association will not be granted or extended to any competing labor organization during the life of this Agreement. The term Employee, when used hereinafter in this Agreement, refers to all individuals represented by the Association in the bargaining unit as defined above.
3. The Employer agrees that it will not directly or indirectly discourage, coerce, or deprive Employees of any rights conferred by the acts, constitutions, or the laws of the State of Michigan and/or of the United States of America; that it will not discriminate against Employees with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association or lack thereof, that it will bargain collectively with the representatives of the Association, and will make and enter into Agreements with those representatives. Employer recognizes its obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, and to negotiate any question arising under the Agreement.
4. Employer will post a copy of this Agreement to the transparency site within 10 days of ratification and signing of Agreement and will post any subsequent Letters of Agreement of Memorandums of Understanding in the same location and within the same time frame.

ARTICLE 2: ASSOCIATION RIGHTS

A. Statement of Association Rights

1. Pursuant to the Michigan Public Employment Relations Act 336 of 1947, hereinafter referred to as PERA, the Employer hereby agrees that every Employee has the right to organize or chose not to organize, to join or chose not to join, and to support or chose not to support the Association for the purpose of collective bargaining.
2. The Association has the right to use district buildings for meetings through the district online calendar and approval. Such use will not violate the Campaign Finance Act.
3. The Association has the right to use Employee mailboxes for communications to Employees and to post notices of its activities on Employer-provided bulletin boards located in Employees lounges.
4. Employee will have the right to use Employer email for Association business and the Employer will maintain email system year round for each Employee. Association agrees to hold the Employer harmless for all Association business conducted over Employer email. Association agrees to follow all District and Michigan Campaign Finance Act rules regarding use of Employer email.
5. Duly authorized representatives of the Association have the right to use district facilities and equipment including computers, copy equipment, other office machines, telephones, and audiovisual equipment at reasonable times and when such equipment is not otherwise in use.
6. The Association has the right to receive a copy of the agenda before each regularly scheduled meeting of the Otsego Public Schools Board of Education and to receive a copy of the public portion of the minutes of each meeting.
7. Duly authorized representatives of the Association and their respective affiliates are permitted to transact official Association business on district property at all reasonable times, provided that this does not interfere with or interrupt the normal building operations.
8. If a complaint is brought or a suit filed against an Employee as a result of any reasonable action taken by them during the course of their employment, Employer will provide the necessary assistance to the Employee in presenting their defense. 9. An Employee who handles district funds will not be held liable for any losses unless there is evidence of negligence or malfeasance by the Employee.

B. Joint Administration-Association Meetings

The employer recognizes the importance and value of meeting with the Association on a monthly basis. The purpose of these monthly meetings is to provide district updates and problem solve around food service issues that have not been resolved through proper steps.

C. Release Time

1. The Employer will provide up to 20 hours per contract year (July 1 through June 30) of release time for handling of Association business during the affected Employee's regular work hours. The use of such release time must be approved in advance by the local president and the Employer. The affected Employee's absence from work will be limited to one-hour increments.

The Employer will be given reasonable advance notice of any such absence from work. Only one Employee will be absent at any given time, unless approved by Superintendent. If the Employer obtains a substitute, the Association will reimburse the Employer at the substitute rate of pay.

2. Employer will additionally grant release time for the processing of grievances up to and including arbitration for not more than two Association representatives per meeting provided that such representatives are selected to minimize travel time and disruption of the work day.
3. If, at the request of the Employer, an Association member is engaged during the school day in contractual discussions or negotiations on behalf of the Association with any representative of the Employer, they will be released from regular duties without loss of salary and without loss of release time provided under this Agreement.

D. Official Representatives List

The Association will present to the Employer a list of its official representatives and officers no later than the beginning of the school year, and whenever this list is revised.

ARTICLE 3: BOARD OF EDUCATION RIGHTS

A. Statement of Employer Rights

1. The Board, on its own behalf and on behalf of the electors of the Otsego Public School district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Michigan School Code, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States, provided that such rights and responsibilities will be exercised by the Board in conformity with the provisions of this Agreement. Such rights, duties, and responsibilities will include, by way of illustration and not by way of limitation, the right to:
 - a. The executive management and administrative control of the school system, its facilities, property, and Employees.
 - b. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discipline, discharge, or transfer Employees; assign work duties; determine the size of the work force, all of which are subject to the provisions of the law and terms of this Agreement.
 - c. Determine the services, supplies, and equipment necessary for operation, the means, methods, and processes of carrying on work.
 - d. Determine the policy affecting the selection, testing, or training of the Employees.
 - e. Meet such responsibilities and exercise its powers and rights through its administrative staff.
2. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of rules, regulations, policies, efficient and/or effective operations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, will be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the Michigan School Code, Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 4: WORKING CONDITIONS

A. Safety and Health

1. An Employee will not be required to perform unusually hazardous work which is not an ordinary element of the Employee's job, and/or poses a serious and immediate threat to the employee's health or safety. An Employee who refuses to work under this provision does so at their risk and will have the burden of providing the actual existence of such risk.
2. The Employer will provide approved first aid material in work areas.
3. If any Employee believes that necessary safety equipment should be available, the matter may be taken up with the Superintendent or designee.

B. Employer Assistance

The Employer will support and assist Employees with respect to preventing student from improperly interfering with the performance of work.

C. Onboarding

1. New Employees will be required to attend an onboarding session that provides an overview of the District and Employee expectations.
2. Employees will be provided with Food Service Department expectations and training on equipment they will be required to use in the performance of their assigned duties prior to being allowed to use such equipment.

D. General Work Rules

Employer will post those general work rules which pertain to dress and health standards of the Employer. Employees will use a mutually-agreed-to hair restraint when necessitated by hair length to prevent the contamination of food.

E. Supervisory Work

Employees will not be required to perform supervisory duties. If an Employee believes this section is being violated, the rule will be "work now, grieve later."

ARTICLE 5: PERSONNEL FILE

A. Official File

Only one official personnel file will be maintained for each employee. This official personnel file will contain all personnel records, which may include application for employment, including pre-employment references, copy of employee's contract(s) and/or annual salary notification(s), copies of all certificates and/or licenses required for the job, documentation (transcript or certified record) regarding all training and/or additional training of the employee as submitted by the employee, record of military service, record of any required medical examinations and/or medical tests required in conjunction with employment; and other documents properly placed in the official personnel file.

B. Access

An Employee will have the right, upon request, to review the contents of their personnel file, and to be provided copies of materials in that file at no charge to the Employee. Such examination will be in the presence of Employer or its designee.

C. Explanatory Documents

The Employee will have the right to place explanatory notes or letters in their personnel file pertinent to any written or printed material and the notes or letters will be attached to the file copy of the related material, as allowed by the Bullard-Plawecki Employee right to Know Act and will be provided whenever the related materials are provided to a person or organization.

D. Supervisor or Other File

Nothing in this Article precludes an Employee's supervisor from maintaining a file and/or dated anecdotal notes regarding an Employee. However, such notes are not considered part of the Employee's official personnel file and will only be considered for action purposes when documented and placed in the official personnel file.

E. Complaint

An Employee will be informed of any complaint which is directed against the Employee, if such complaint has the potential to become a matter of record.

ARTICLE 6: INFORMATION SHARING

Board agrees to regularly provide by email to the Association data for each newly hired Employee, each Employee who has been terminated, has retired, or has otherwise left the employment of the district, has been placed on leave or layoff, or whose name have changed, in an Excel spreadsheet. This data will include name, address, date of hire, step, position, base hourly rate, guaranteed hours per day, guaranteed days per year, MPSERS rate, insurance taken (single, double, family), building assignment, work email, personal email, and cell phone number.

ARTICLE 7: PAYROLL

A. Deductions

Provided all required documents be submitted and verified by the payroll office at least seven calendar days prior to the subsequent payroll date, the Employer will, with the written authorization of the bargaining unit member, deduct from the wages of that member and make appropriate remittance for MEA-sponsored tax-deferred annuity, insurance programs not fully employer-paid, contributions, any other legal deductions, or any other plans or programs approved by the Employer.

B. Direct Deposit and Pay Dates

Employees contracted to work for nine months will be paid on a 21 check per year basis.

C. 403(b) and 457(b) Plans

1. Employer and Association recognize the importance of each Employee pursuing an active retirement savings program. The Employer agrees to provide all services necessary to enable Employees to participate in MEA Financial Services-sponsored Tax-Deferred Investment Programs pursuant to Sections 403(b) and in 457(b) Deferred Compensation Programs of the Internal Revenue Code through salary reduction.
2. The Employer will provide payroll deduction to enable Employees to participate in MEA Financial Services-sponsored group term life insurance program.
3. Employer will provide payroll deduction to enable Employees to participate in all MEA Financial Services-sponsored programs.

D. Mileage Reimbursement

Automobile mileage allowance paid to the Employee will be at the Internal Revenue Service standard business mileage rate through the district mileage reimbursement form. Prior approval from supervisor is required.

1. The mileage and reimbursement form requires receipts attached for all expenditures for which reimbursement is requested.
2. Sales tax will not be reimbursed.
3. Reimbursement must be submitted within 30 calendar days of occurrence.
4. All mileage listed should first be administratively authorized and then list total miles for each entry.
5. Travel between buildings in the District will use the following chart to determine mileage for reimbursement.

Building 1	Building 2	Mileage	Building 1	Building 2	Mileage
OHS	OMS	0.6	OMS	LNG	1.2
OHS	WSE	0.2	WSE	DSE	1.2
OHS	DSE	1.3	WSE	ALA	6
OHS	ALA	6.2	WSE	LNG	0.9
OHS	LNG	0.8	DSE	ALA	6
OHS	WSE	0.4	DSE	LNG	1.9
OHS	DSE	1.1	ALA	LNG	6.7
OHS	ALA	6			

6. Mileage reimbursement for staff who are traveling on a daily basis between buildings must be submitted at the end of each trimester. All other mileage reimbursement requests must be submitted within 30 calendar days.

E. Licenses, Certifications, and Professional Development

Employees must obtain and maintain all licenses/certificates required by Employer and/or governmental units for their position. Employer will pay for any required licenses/certificates including the time required to take the testing.

ARTICLE 8: COMPENSATION

A. General

1. The classifications and wages of food service personnel and extra-duty wages covered by this Agreement are set forth in Schedule A.
2. In accordance with Federal Labor Standards Act, Employees will be compensated for all hours worked. Hours worked will include time spent onboarding, at training sessions, at mandatory meetings, as well as hours worked in addition to regularly scheduled hours.
3. Each year all Employees will advance a step on the Hourly Wage Rate Schedule A on the date that a new Agreement is in effect. All Employee wages increase yearly on July 1st, or the date of a successor Agreement, whichever is later, regardless of any partial year length of service.
4. The steps included in the wage schedule will be equal to the Employee's years of service with the district in any bargaining unit position, regardless of classification.
5. When an Employee moves from one job classification to another, they will remain at the same step level they would have occupied had they remained at the previous job classification.
6. A new Employee without experience will be placed on the lowest step of the Hourly Wage Rate Schedule A and will be placed on a higher step of the Hourly Wage Rate Schedule if their previous work experience is appropriately related to the job classification. No more than 5 years' experience credit will be given to a new Employee without approval of the Association, which is defined as employment experience in a school, hospital, nursing home, or similar commercial kitchen.
7. Employees will be paid their rate of pay for the specific days of emergency or inclement weather closing as they occur for no more than six (6) days.
8. On delay start days or early dismissal days, Employees will be paid for their regularly scheduled hours.
9. Any emergency or inclement weather closing days which are required by the Michigan Department of Education to be rescheduled will be scheduled as student instruction days by the district.
10. When the District needs to add days, as mandated by the State, Employees will be paid for hours worked.
11. Employees whose shift begins prior to school being canceled are to be paid their regular rate equal to the time worked with a guarantee of a minimum of two hours pay at their regular rate.
12. All Employees in O-SNAP will receive \$300 annually to offset required uniform costs. This stipend can be used for a variety of expenses, including but not limited to pants, work shoes, orthopedic insoles, hats, and Otsego Bulldogs apparel. All clothing must be of color and style agreed to by the Employer and the Association. Employees will be required to turn in all receipts to the Business Office for approved clothing purchases by April 30th of that school year. Any balance used from the originally provided monies that is not offset by receipts will be taken out of that Employee's payroll to the extent of the law until fully reimbursed.

13. If Employee resigns before the end of the first trimester or during the probationary period for those hired mid-year, the amount spent will be deducted from Employee's payroll.
14. If an Employee is required to come into the kitchen on an inclement weather (or similar) day, Employee receives time and a half for a maximum of two Employees per kitchen, based on seniority.

B. Holidays

1. Each eligible Employee will be granted paid holidays at their regular straight time as follows: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, , and Memorial Day, if they are scheduled to work in the week of the holiday. Employees required to work on holidays will be paid two times their regular rate of pay plus any applicable premium pay the Employees would normally receive.
2. To be eligible for the paid holiday, Employee must not be a probationary Employee and work the last scheduled work day prior to and after the holiday, unless Employee has prior approval from Employer, in which case the holiday will be paid. If a holiday falls on a Saturday, it will be celebrated on a Friday and if a holiday falls on a Sunday, it will be celebrated on a Monday.
3. Holiday pay is to be based upon Employee's regularly scheduled number of work hours.

ARTICLE 9: VACANCY, TRANSFER, AND PROMOTION

A. Vacancy Defined

A vacancy will be defined as a newly created position or a present position that is to be filled as determined by Employer and is an unoccupied position Employer intends to fill. A position vacant as the result of an approved leave of absence is not a vacancy.

B. Vacancy Posting

1. In the event an existing job becomes vacant, or a new job is created, all such vacancies will be posted in a conspicuous place in each building of the district for a period of five work days with an email including such posting to each Employee. Said posting will state the job description and minimum requirements of the position.
2. If no bargaining unit member applies in writing within the five-day posting period Employer may hire an external replacement of its choosing for the position.
3. During a posting period, a vacancy will be temporarily filled by offering the position to current Employees within the affected kitchen. Such opportunities will be offered in accordance with the provisions set forth in Article 18, Seniority.
4. The Association and the Employer may agree in writing to post a vacant position for less than the five-day period.

C. Vacancy Notification

1. Employees may apply in writing, including email, to Employer, within the five-day posting period.

2. If an Employee applies for a job opening and is awarded that position, that Employee is ineligible to bid on, or apply for any new job opening within the next three months.

D. Award of Vacancies

1. Vacancies will be filled with the most qualified applicant from within the affected classification who possesses the necessary job skills to perform the work and can effectively and efficiently perform all of the minimum job requirements of the position as determined by Employer. All other qualifications being equal, the most senior Employee will be awarded the position.
2. Should no bargaining unit member from the affected classification apply, the vacancy will then be filled on a 30 work day probation period by the most senior applicant from another classification based on experience, competency, job duties, and qualifications.
3. If there are no qualified applicants from within the bargaining unit, Employer may then advertise and fill the position from outside the bargaining unit.

E. Voluntary and Involuntary Transfers

When temporary or permanent transfers are necessary Employer will first strive to transfer Employees on a voluntary basis. Should an involuntary transfer become necessary, Employer agrees to first consult with the affected Employee and the Association before exercising its management right to placement.

ARTICLE 10: PERFORMANCE EVALUATION

A. Purpose

Evaluation should be an on-going process to improve the quality of performance as well as identify areas of strengths and required improvement and used to assess an employee's work performance, to help the employee to achieve greater effectiveness in performance of the work assignment and thereby improve the District educational program, and to constitute the basis for personnel decisions.

B. Schedule

1. In the first month of the school year, goals will be set for each Employee in conversation with the Food Service Director and discussed quarterly (unless more often is warranted)
2. Evaluations will be completed annually in the third trimester. The Employer will create and provide by the end of October in a new school year a schedule of evaluations that are to be completed in that same school year.
3. Each Employee will be provided a copy of the form (shown in Appendix A) at the beginning of the work year in which they are to be evaluated.

C. Probationary Employee

1. Probationary employees are all newly hired or rehired Employees. A newly hired Employee will be evaluated twice during the first year of employment. One such evaluation will occur during the probationary period, and the other after the probationary period but before the end of the school year.

2. In the second year of employment, an Employee will be evaluated once with a verbal conference prior to the end of the year if their performance is satisfactory.

D. Senior Employee

1. Senior Employees are all Employees who have successfully completed their probation period and have worked for Employer for more than two school years. An Employee hired before December of a school year and completing the remainder of the school year will be considered having completed the entire school year for evaluation purposes only.
2. All senior Employees in a new position or facility will be evaluated in the first year they are in a new position or facility. After that, senior employees in a new position or facility will be evaluated pursuant to Article 11.D.3 unless their immediate supervisor determines a more frequent basis is necessary.
3. Senior Employees will be evaluated once every three years.
4. The evaluation will be recorded on form(s) provided by Employer.
5. An official copy of the completed evaluation form will be given to the Employee by the evaluator before adjourning the evaluation review conference.

E. Conference

Each Employee will have a post-evaluation conference with the evaluator.

F. Employee Signature

The Employee will be provided a copy of the written evaluation at the post-evaluation conference and will sign the evaluation acknowledging that a conference has been held and acknowledging receipt of a copy of the evaluation. The Employee's signature will not mean the Employee agrees with its content.

G. Employee Rebuttal

An Employee who has been evaluated will be able to attach a rebuttal statement to the evaluation by the end of the 10th work day following the evaluation conference. The rebuttal statement will be submitted to the evaluator in order that the Employee and evaluator have an opportunity to discuss the evaluation and amend it if appropriate. Should the evaluation not be amended, the rebuttal statement will be attached, and it will be forwarded to the Superintendent for review. The evaluation and rebuttal statement, if one is presented, will be placed in the Employee's personnel file.

H. Evaluation Not Conducted

If an employee is not evaluated during a specific work year, that Employee's work performance will be considered satisfactory.

ARTICLE 11: DISCIPLINE

A. Just Cause and Progressive Discipline

1. No Employee will be disciplined without just cause.
2. Employees will be informed of applicable reasonable rules and policies governing their conduct prior to the imposition of and discipline based upon a violation of such rules and policies.
3. Under normal circumstances the following progressive system of discipline will be followed in disciplining Employees:
 - a. Verbal warning
 - b. Written reprimand by supervisor
 - c. Suspension without pay
 - d. Dismissal
4. Employees are entitled to have present a representative of the Association of the Employee's own choice upon Employee request during any disciplinary action or during an interview that could reasonably lead to discipline of the Employee. When a request for representation is made, no action will be taken until such representative is present.

B. Formal Complaint

Any formal complaint made against an Employee by any parent, student, or other person will be promptly called to the attention of the Employee. Any complaint not brought to the attention of the Employee may not be used in any disciplinary action against the Employee nor placed in their personnel file.

ARTICLE 12: GRIEVANCE PROCEDURE

A. Definitions

1. A grievance will be an alleged violation of the expressed terms of this Contract.
2. The term "days" as used herein will mean days in which the district is open for business except grievances processed after the last day of school in which case "days" will mean week days, excluding federal holidays.

B. Procedures

1. The number of days indicated at each level may be waived by mutual written consent of the Board representative and the grievant.
2. The following matters will not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. The discharge or non-renewal of a probationary employee.
 - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.

3. All grievance procedures and investigations by the Association will be processed during times which do not interfere with assigned duties.
4. Any individual employee at any time may present grievances to his/her employer and have the grievances adjusted without intervention of the Association representative, if the adjustment is not inconsistent with the terms of the Contract or Agreement then in effect and if the Association representative has not been denied the opportunity to be present in such adjustment.
5. A grievance may be filed by the President of the Association when it is felt that an alleged violation has occurred that affects the Association. This type of grievance will begin at Level Two
6. Back pay adjustment where applicable will be limited to the date the grievance was filed in writing, and to the amount actually lost, with deduction of all sums earned during the back pay period. The Board will have no liability for any special compensation claims.
7. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of their rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which they presently have, provided that if an Employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this article.
8. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
9. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.
10. The written grievance will be on a form prepared and supplied by the Board which will provide for the following:
 - a. It will be signed and dated by the grievant or grievants;
 - b. It will be specific;
 - c. It will contain a synopsis of the facts giving rise to the alleged violation;
 - d. It will be specific as to the Article, Section, or Sub-sections, of the contract alleged to have been violated;
 - e. It will contain the date of the alleged violation;
 - f. It will specify the relief requested.

C. Level One

1. Once an alleged violation has occurred or 10 days from when the grievant should have become aware of the violation, an oral conversation with his/her supervisor must take place or grievant waives the right to file.
2. If no resolution is made at that level, grievant has 10 days to file a written grievance to his/her supervisor or grievant waives the right to file.
3. The principal will respond in writing within 10 days. If no written response is received from principal or if the response is unsatisfactory to the grievant, the grievance advances to the next level.

D. Level Two

1. A copy of the written grievance will be filed with the Superintendent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association within 10 days following the principal's response or expiration of the time limit for the principal's response whichever is shorter.
2. Within 10 days of receipt of the grievance, the Superintendent or his designated representative will have arranged a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance.
3. Within 10 days of the discussion the Superintendent or his designated representative will render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, and the building principal in which the grievance arose, and place a copy of same in a permanent file in the office of the Superintendent.
4. If no decision is rendered within 10 days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent or his designated representative with the Superintendent within 10 days from receipt of the Superintendent's decision.

E. Level Three

Upon proper application as specified in Level Two, the Board will allow the Employee or their Association representative an opportunity to be heard at a meeting of the Board's Personnel Committee consisting of not more than three duly elected Board members. The Superintendent and/or their designee may be present at this meeting. The Board must schedule this meeting within 10 days of the request. The Board will render its decision in writing within 30 days after the initial committee hearing.

F. Level Four

1. If a grievance remains unsettled after processing through Level Three above, it may be submitted to arbitration by either the Board or the Association under the following conditions:
2.
 - a. The matter to be arbitrated must concern the application or interpretation of this agreement, either as to the meaning of items or as to the rights of either party under these terms.
 - b. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within 10 ~~school~~ days of the conclusion of Level Three of the grievance procedure except that either party may request in writing an extension of time to notify. Such notification will identify the grievance and the issue and will state what part or parts of this contract is, or are involved. Any grievance not submitted to arbitration within the time herein provided will be deemed withdrawn.
 - c. Within 10 ~~school~~ days after receipt of such written notice, the Board and the Association will attempt to select a single arbitrator acceptable to both parties.
 - d. If an agreement on the selection of an arbitrator cannot be reached within 10 ~~school~~ days after such notice, then the party initiating the arbitration will request the American Arbitration Association to furnish both parties with the names of potential arbitrators.

- e. The arbitrators will be selected according to procedures specified in the rules of the American Arbitration Association.
- f. The arbitrator may interpret the Agreement and apply it to the particular cases submitted to them; but they will, however, have no authority to add to, subtract from, or in any way modify the terms of this agreement; nor will they have any authority to limit or change any policies, practices or rules, except as they involve an application of this agreement; nor will have any authority to formulate or add any policies, practices or rules, except as they involve an application of this agreement; nor will they have any authority to formulate or add any new policies or rules; nor substitute their discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.

At the time of the arbitration hearing either party will have the right to examine and cross-examine witnesses and to make a written record of the proceedings.

- g. Claims for back wages by an employee covered by this agreement or by the Association will be limited to the date the grievance was filed in writing.
 - h. No claim for back wages will exceed the amount of wages earned by the Employee covered by this Agreement.
- 3. All costs incurred in connection with the preparation and presentation of each case will be paid by the party incurring such costs. The expenses of each witness and the compensation of any witness for either party will be paid by the party producing such witness.
 - 4. The arbitrator's fees and expenses will be borne equally between the Association and the Board.
 - 5. No decision of an arbitrator or of the Board in one case will create a basis for retroactive adjustment in any other case.
 - 6. A case on which an arbitrator has been given authority to rule will not be withdrawn except by mutual consent of the parties to this Agreement.

The decision of the arbitrator will be final and binding upon the Board, the Association and the Employee or Employees involved unless the arbitrator's decision is in conflict with the laws of the State of Michigan.

ARTICLE 13: DISCRIMINATION

The Employer and the Association agree that neither will discriminate against or between Employees covered by this Agreement because of their races, creed, religion, color, national origin or ancestry, age, sex, legally protected physical characteristics, marital status, or any other protected class.

ARTICLE 14: BOARD POLICY

- 1. The District and the Association will adhere to Board Policy.
- 2. A claimed violation of this article may be the subject of a grievance but will not be arbitrated without the written agreement of the Employee to be bound by the arbitrator's award and to waive any rights to relief in any other form, such as litigation.
- 3. To expedite grievance processing, any grievance that alleges a violation of this article will be initially filed at Level Two of the grievance procedure herein.

ARTICLE 15: WORKING HOURS AND CONDITIONS

A. Work Year and Work Day

1. Hours of work for all regular full-time or regular part-time Employees will be based on contract status, classification, position responsibilities, and the work requirements of the position as determined and as assigned by Employer prior to the beginning of the school year. Nine-month Employees will be guaranteed 180 days of work per school year at their normal number of daily hours to be scheduled between two days prior to the first student day and one day after the last student day. No schedule of work or assignment of hours will constitute any guarantee of hours of work.
2. Employees are expected to work on days that the Food Service Department is required to serve lunch to students. In addition, some Employees will be scheduled to work on days that the Food Service Department is required to serve breakfast to students.
3. Employees may be scheduled up to two (2) mandatory cleaning days at the end of the school year during each Employee's individual scheduled daily hours (when needed) at their regular hourly rate.
4. Employer will use a time clock or electronic time keeping system to keep track of work time. Employees are expected to punch in at or before their start time. Pay will be determined based on six-minute intervals.
5. The normal work day will begin no earlier than 6:30 AM and will end based on Employees scheduled work hours.
6. The normal workday, as determined by the classification, will consist of the following:
 - High School Head Cook: 6 – 7.5 hours
 - High School Cook/Cashier: 3.5 – 7.5 hours
 - Middle School Head Cook: 6 – 7.5 hours
 - Middle School Cook/Cashier: 3.5 – 7.5 hours
 - Elementary Head Cook: 6 – 7.5 hours
 - Elementary Cook: 3.5 - 7.0 hours
7. There will be variations in the normal daily hours of work depending upon a variety of factors related to Employer's food service program. Employees must be provided with a minimum 24-hour notice of any schedule changes when possible.
8. Employer will attempt to maintain an Employee's current hours of work; however, if, during the life of this Agreement, it becomes necessary to permanently alter an Employee's hours of work, the Employer will notify the Association prior to the effective date of the change, and the Employee will be notified in writing 10 business days before the change becomes effective.
9. Within two weeks of the beginning of each school year, the Employer will provide to the President of the Association the daily hours of work, the Employee assignments, as well as the starting and ending times of each Employee's assignment.
10. Except as required by an individual work site's food service program, the Employee will work during the instructional day.

11. An Employee whose normal daily scheduled work is five hours or more may be entitled to one unpaid lunch break and will be entitled to two paid 15-minute breaks. An Employee whose normal daily scheduled work is 3.01 to 4.99 hours may be entitled to one unpaid lunch and will be entitled to one paid 15-minute break.
12. When Employer establishes a work schedule for a less than five hour Employee that includes an unpaid lunch/break period, the Employee may elect to eat lunch during that time and will be not paid for that time. Employer may request that the Employee perform duties during that time, and, if this occurs, the Employee may elect to accept this duty in lieu of this unpaid lunch/break period and will be paid for such duty.
13. An Employee will not be permitted to combine the unpaid and duty-free break/lunch periods.
14. The-unpaid and duty-free break/lunch periods will not be taken at the start or end of the Employee's normal daily hours of work.
15. The unpaid and duty-free break/lunch periods are not cumulative. The time is to be used on a daily basis and will not be used to allow the Employee to arrive later or leave earlier than their designated work day.
16. The minimum number of hours in a day will be two for all purposes, including inclement days, when Employees who show up for work are required to leave for the day, and will also include catering events.
17. Each Employee is required to accurately report all regular and overtime hours worked and any unpaid time during the work day using procedures prescribed by the Employer in writing.
18. Travel time as part of an Employee's assigned duties will be work time. Travel time will include the time necessary to conclude work at one site, actual travel to the next site, parking, and organization to prepare for work.

B. Distribution of Extra Work Events

1. Any required work performed by an Employee outside the normal work day as outlined in Article 15.A that is not expressly set forth in this section or related to provisions of this Agreement will be voluntary.
2. When banquets or other events requiring food service are held in a district building, bargaining unit members will provide the service.
3. All extra hours of work for food service Employees in a specific kitchen building will be offered first to the Head Cooks in that building and then to Cooks in that building on a seniority basis.
4. Employer will award extra duty assignments in order of an established rotation with the ability to request the most capable Head Cook for catering events.
5. An Employee may trade/cover with another Employee for an overtime event if the replacement is qualified to work that event, and only in cases of extenuating circumstances. Employer will be notified of any changes as soon as reasonably possible.
6. Catering events under \$200 that are held for and at a specific school will use Employees from that school to work the event. If there is still a need for additional Employees to work the event then the seniority lists will be used, from highest to lowest.
7. When a substitute worker is working in a given location that substitute will be the first Employee to be relieved of duty on a given work shift.

8. On days that a specific kitchen is producing catered food on top of their regularly scheduled production, an additional substitute staff will be engaged to assist in the kitchen and will receive additional hourly compensation as outlined in Schedule B.

C. Summer Meal Program

1. All positions will be subject to all provisions of this Agreement.
2. Assignments to a summer food service program will be made available to Employees who have notified the Employer of their availability for a summer food service program assignment.
3. Employees will be selected for a summer food service program based on demonstrated ability, availability, past performance, and seniority. The employee must be available to work the entire duration of the summer food service program. If two or more Employees meet these criteria, then the most senior Employee(s) will be awarded the assignment(s).
4. Employees assigned to a summer food service program will be paid at their current hourly wage rate in Schedule A. Positions will follow Employees to the summer food service program, unless they are working in a higher classification, at which time the higher rate of pay will apply.
5. Employees who work at the mobile sites during the Summer Food Service Program when the heat index is at or above 100° will not be mandated to work an evening shift that same day, contingent upon Employee finding coverage for that evening's shift.

D. Overtime

1. Overtime that was authorized or expected by the Employer will be paid at time-and-a-half for all hours worked in excess of 40 hours during the normal workweek and over 8 hours in a work day.
2. When an Employee is scheduled to work on a Sunday and/or a holiday, they will be paid time-and-a-half their hourly wage rate.

E. Use of Food Service Facilities

1. When a building kitchen facility is used, the Employer will assign an Employee to work during the time the facility is being utilized. Exceptions may be made upon the mutual agreement of the Association and the Employer.
2. The assignment will be posted, utilizing the latest technology, for a period of three work days.
3. An Employee who is assigned additional time due to the use of a Food Service facility, will be paid as follows:
 - a. District-sponsored/funded activity: Their hourly wage rate, subject to the overtime provisions of this Agreement.
 - b. Non-district-sponsored/funded activity: One and a half times their hourly wage rate.

F. Employee Absence Substitutions

1. Employees who are interested in earning additional hours of work due to another Employee's absence will notify the supervisor of their willingness to do so.

2. Should there not be a sufficient number of Employees willing to serve as a substitute for absent Employees, the Employer will have the right to either assign the least senior Employee in the affected classification or place a temporary substitute in the position.
3. The Employee temporarily moved to such a position will be paid the same hourly wage rate the Employee would have received if they had been permanently assigned to the position of the absent Employee's classification. This pay will only affect wages and will have no effect on any other payments or fringe benefits and will be paid in quarter-hour increments.

G. Transfer to New Position

Employees transferring to a new position will remain on the same step they currently occupy had they remained in the same position and will advance a step on July 1st of the new contract year.

ARTICLE 16: EMPLOYEE STATUS AND SENIORITY

A. Probationary Employees

1. New Employees will be considered as probationary Employees for their first 90 days worked. There will be no seniority among probationary Employees. Probationary Employees are employed at the will of the Employer and they may be discharged at any time in the Employer's sole discretion, and the Employee will have no recourse through the grievance procedure. The Employer will have no responsibility to recall or re-employ any probationary Employees laid off or discharged during his/her probationary period. After probationary Employees have completed their probationary period, they will be entered on the seniority list and will rank in seniority from the first day worked by them in their present position after their latest employment with Employer. An extension of the probationary period up to 60 days (max of 120) is allowable for documented deficiencies.
2. New employees will be given basic orientation by Food Service Manager/Director, to include professional appearance, and cash handling prior to their first day of work. If the hire is in place by the start of the school year, orientation will be considered the back to school meeting, in the event the hire is post start of school year, one day of job shadowing will be attempted.
3. New Employees will be given basic orientation by the Food Service Director or a designee to include professional appearance, production records, and cash handling prior to their first day of work. Every attempt will be made to provide a new Employee with three days alongside a dedicated trainer.

B. Definition of Seniority

Seniority is defined as length of continuous service with the bargaining unit since the Employee's last date of hire or entrance into the unit. Employees hired on the same day, seniority will be determined by social security number.

C. Seniority Lists

1. The Employer will by November 1, prepare a current seniority list and provide an electronic copy to current Employees.

2. It will be the responsibility of the Association and of the Employees to check any such posted seniority list and to notify the Superintendent or his/her designee in writing of any error contained therein within 10 work days from the date the list was electronically sent out.
3. The Employer will be entitled to rely on such posted lists. If the Employer is not notified of the existence of any error within the 10 work days provided above following the delivery of the seniority list, the Employer will incur no liability for any erroneous use of seniority.

ARTICLE 17: LAYOFF AND RECALL

A. Layoff

1. When the Employer determines that a reduction of personnel must be effected, it will provide notice in writing to the affected Employees. This notice will be given 14 days prior to the effective date of the reduction. A layoff is defined as when a bargaining unit member is displaced from all of their position or receives a reduction of one hour or more per week.
2. Any Employee who has been displaced from their position or hours reduced in excess of one hour of the Employee's regularly scheduled workweek may bump the least senior Employee/position with comparable hours (within 30 minutes) providing that they meet the qualifications for that position.
3. Layoff of full-time position:
 - a. Full-time Employee may bump the least-senior full-time Employee.
 - b. The least-senior full-time Employee may bump the least-senior part-time Employee, providing they have more seniority than the least-senior part-time Employee.
4. Layoff of part-time position:
 - a. Part-time may bump the least-senior part-time Employee.
 - b. Any Employee whose position has been eliminated may have the option of accepting the lay-off or exercising their right to bump as provided above.

B. Recall

1. Employees will be recalled in the inverse order of lay-off.
2. Employees will remain on the recall list for 24 months from the effective date of the layoff.
3. Employees declining to accept a recall automatically terminates employment with Otsego Public Schools.
4. It will be the responsibility of the Employee to notify the Employer of any change of address and/or telephone number.

ARTICLE 18: LEAVES OF ABSENCE

A. Family Member Defined

A family member includes a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis; a biological parent, foster parent, step-parent, or adoptive parent, or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; a person to whom the employee is legally married under the laws of any state; a domestic partner; a grandparent or grandchild; a biological, foster, or adopted sibling; and any other individual related by blood or affinity whose close association with the Employee is the equivalent of a family member.

B. General

1. If an Employee violates or falsifies the reason for a leave, obtains other employment during a leave without prior written authorization, or overstates a leave without giving notice and providing substantiation for the necessity of the extension, as soon as is reasonably possible, the Employee will be deemed to have quit their job. If the Employee complies with the provisions of this article, the Employee will retain their job but will not accumulate seniority during the leave.
2. Upon return from an approved leave, the Employee will on resume placement on the Schedule A step and retain the seniority status for which they were eligible when they left for the leave.
3. A leave of absence without pay may be extended for a maximum of one additional year beyond the original request.
4. Up to three (3) days per occurrence of the accumulated sick leave allowance may be used for a death in the immediate family, plus two (2) for the death of a spouse or child. The immediate family includes father, mother, stepfather, stepmother, spouse, children, stepchildren, grandparents of spouse, father-in-law, mother-in-law, brother, sister, brother-in-law, and sister-in-law. Up to two (2) additional days a year of the accumulated sick leave allowance may be used for a death of a spouse or child.

C. Earned Time Off (ETO) with Pay

1. Effective July 1, 2019, all Employees covered by this Agreement will have Earned Time Off (ETO) in place of sick or personal days. All Employees employed at the time of this conversion will have accumulated days rolled directly into ETO. Employees are not eligible for ETO credit until they have completed their probationary period.
2. Upon completion of the probationary period Employees will receive ETO credit retroactive to their first day of employment.
3. Employees will earn 6.5 days on the first workday and 6.0 days on the 90th day of school for a total of 12.5 days per school year. Members hired after the first workday will receive a proration of days based on 180 school days.
4. Time can be used in one-hour increments.
5. If more than three consecutive days are planned to be used at one time, a Leave Request will be completed and returned to the Employee's immediate supervisor as shown in Appendix D.

6. Unscheduled days off above three may require a doctor's note.
7. Days cannot be used for the first five or the last five student days without supervisor approval and using the Leave Request form.
8. Up to two (2) ETO days may be used on scheduled days off, such as spring and winter break, long weekends, etcetera. This would not include inclement weather days for which we are expecting the state to grant forgiveness or end of the year half days (for cleaning/summer prep).
9. Days may not be scheduled directly before or after a scheduled school break unless approved in advance by the supervisor and using the Leave Request form.
10. ETO will accumulate up to and including 120 days.
11. Employees with a minimum of ten (10) years of service in O-SNAP will be paid \$20.00 per day of unused ETO at time of retirement. Unused ETO's payment will be paid into a 403b account or other approved tax deferred account per employee's choice. Payment will be made by June 30th provided all required paperwork is turned in by June 15th. If paperwork is not received in time, payment will be made after paperwork is turned in and the information has been processed.

D. Conference/Training Leave

If, as a result of any position or salary reclassification or new job classification which would require additional knowledge, training, or skills, an Employee requests to take such training, and/or the Employer determines that the Employee should receive instruction to enhance knowledge and skills in the Employee's position, and in the event that the Employer approves the request or imposes such a requirement on the Employee, the Employer will pay necessary costs, if any, including release time from work, to effect such training and/or instruction. Any such training will be effected in a manner and at times determined by Employer.

E. Unpaid Leaves of Absence

1. Spring Break Time off without Pay: An Employee may request time off the day prior to or after spring break. The request for time off will be understood as time off from assigned duties for a specific day. The written request must be submitted by the last scheduled day of work.
2. Extended Leave without Pay: An Employee will, on written request, be allowed a leave of absence without pay, for good and sufficient reason for a period of one year. Such leave will be without pay or fringe benefits unless required by law. At the end of such leave, the Employee must either return or request an extension.
3. Extended Health Leave without Pay: If for reason of health, the leave must be recommended by a physician. Notice of intention to return to duty after a health leave will be accompanied by a written statement from a physician in the same area of specialty as the one who recommended the leave, addressing the illness which was the basis for the leave and certifying the fitness of the Employee to return to their duties. In the case of a health leave, Employer reserves the right to have the Employee examined by a physician of its choice and at its expense, in the same area of specialty as the physician who recommended the Employee be placed on the Health Leave.
4. Extended Child Care Leave without Pay: A child care leave, without pay or fringe benefits unless required by law, may be granted to an Employee for a period of up to one year for good and sufficient cause. The Employee requesting the leave will notify the Employer in writing of their intent at least 30 days before the beginning date of the leave. The child care leave may be extended for one additional work year, upon application and approval by Employer. Upon return to work, the Employee will be reinstated in the same, or equivalent, position for which they are qualified, provided there is a position available.

5. Military Leave without Pay: Any Employee, who may enlist, be drafted, or be recalled into active duty of any branch of the United States Armed Forces, will make application, in writing, for a military leave. All aspects of a military leave and return will be governed by applicable provisions of state and federal laws in effect at the time in question.
6. Unpaid days will only be approved if Employee has exhausted their sick and personal day banks. Employees who are deemed to have excessive absences will be given notice according to Article 11.

F. Notification of Absence

1. Notification of an absence will be made pursuant to a method to be determined by Employer and set forth in writing.
2. An Employee absent 10 or more consecutive work days because of illness, injury or physical disability will, on their return but before resuming their duties, provide the Employer, or their designee, with a statement signed by a physician indicating the nature of the illness, injury, or physical disability and a certification of fitness for the Employee to resume their normal duties.
3. Employer may require the Employee to be examined by a physician of its choice and such examination will be at the expense of the Employer, to determine their ability to perform the routine functions of the Employee's daily assignment(s), with or without reasonable accommodation.
4. Employer may require proof of illness by the statement of a doctor if an illness exceeds three consecutive work days.
5. An Employee who has previously arranged an absence will not be charged for the day when the Employer declares that the entire school district is closed.

G. Sick Bank

1. An Employee who has been absent because of an extended personal illness and has exhausted their accumulated sick leave allowance hours may request the Employer to initiate the established process to allow any other unit Employee the opportunity to donate hours, amounting to no more than three (3) times their regularly scheduled daily hours per Employee at one time. Donated time will be deducted from their accumulated paid time off allowance. Donated hours will be solicited on a monthly, as-needed basis, if approved by the Sick Bank Committee. After hours have been donated to the Bank, unused hours will not be returned to the donating Employee.
2. An Employee may be eligible to use sick days donated by members of this bargaining unit as long as the Employee has exhausted all their sick days. This illness or disability must be of an emergency nature, and the leave must be taken as an uninterrupted block of time for each such illness or disability. No Employee receiving compensation by any other means (i.e. Worker's Compensation, long-term disability) shall be eligible. Absences due to illness or disability will be designated as FMLA leave where permitted by law. An eligible Employee or someone acting on their behalf must submit a request for days using the approved form to the Association President, on behalf of the Executive Board, who will confer with the Superintendent for approval.
3. Upon approval from the Sick Bank Committee and conferring with the Superintendent, the Sick Bank Committee will invite the donation of three (3) times their regularly scheduled daily hours, per incident, of the bargaining unit. In no school year shall the total number of donated days for an individual eligible employee exceed three (3) days per member of the bargaining

unit. Unused, donated sick days shall not accumulate in the donee's accrued time. Any day(s) not used will be held in a sick day bank and managed by the District. Distribution approval and denial of such donations may not be grieved.

This determination is to be made by the Sick Bank committee, consisting of the OSNAP Executive Board.

ARTICLE 19: FAMILY MEDICAL LEAVE ACT (FMLA)

A. FMLA

1. Employer will grant unpaid leaves of up to 12 weeks in any rolling 12-month period for each regularly-scheduled Employee. If the Employee requests leave for one of the following reasons, the Employer will consider the initial 12 weeks of such leave under the Family and Medical Leave Act: The serious health condition of the Employee, or of the Employee's spouse, parent, child, grandparent, in-laws, or siblings; or in the case of the placement of a child for adoption or foster care; or for the birth of Employee's son or daughter and care of the child, including any individual under 18 for whom the Employee serves in loco parentis; for a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.
2. Upon return from the leave, the Employee will be returned to the position held immediately before the leave began.
3. Should such position no longer exist due to restructuring necessitated by severe financial causes, a position equivalent in pay, benefits, hours, and other terms and conditions of employment will be offered or created. However, if the leave would qualify, under another provision of the collective bargaining agreement for superior return rights, the superior rights will apply.
4. The Employee is subject to the layoff provision by seniority under circumstances that they would be subject to had they not been on FMLA leave. In such event, Employee will be treated the same as any other Employee, except that health insurances will be continued for at least the remainder of the contract year or the completion of the projected FMLA leave, whichever is longer.
5. The Employee will have the option of using accrued ETO days or may apply to the ETO Bank. The remainder of the leave time will be unpaid. However, if an Employee who has accrued leave days chooses to begin the leave on an unpaid basis, they will not be allowed to convert to paid ETO days during the leave.
6. Medical, dental, and vision benefits will be continued during the leave under the same conditions and at the same level as if the Employee were still at work. An Employee who terminates employment at the end of the FMLA leave (or leave extension thereafter), or who fails to return to work at the expiration of the FMLA leave for any reason other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for any other reason beyond the Employee's control pursuant to FMLA regulation 825.213(A)(2), will be expected to reimburse the district for the medical, dental, and vision premiums or rate established for COBRA. Such reimbursement will be deducted from the Employee's payroll check upon return or from any remaining monies then owed the Employee.
7. Seniority will continue to accrue during the FMLA leave. Salary schedule credit will also continue to accrue while on such leave.
8. The Employee will have the right to take the leave on a reduced or intermittent schedule. However, as provided under the FMLA, instructional Employees who request an intermittent or

reduced schedule leave involving being absent more than 20% over the period of time requested may be required by the Employer to take leave for periods of a particular duration or temporarily transfer to another equivalent position offered by Employer for which the Employee is qualified.

9. Whenever practical, the Employee will provide the Employer at least 30 calendar days' written notice of the request for leave. In non-emergency situations, the Employee will complete the attached forms for a FMLA leave prior to taking the leave.
10. FMLA leave will run concurrently with other applicable leaves of absence, if any.

ARTICLE 20: INSURANCE PROTECTION

A. Medical Insurance

1. The Board of Education of Otsego Public Schools is the sole policyholder for all insurance programs. The Board will assume any fees and taxes associated with health insurance.
2. Employees who work 30 or more hours per week may elect to receive medical insurance provided by the district. The district will contribute the current state-mandated hard cap amount toward the single-subscriber premium during the plan coverage year. Any excess cost over the annual hard cap will be paid by the Employee via payroll deduction. Additional coverage for dependents may be purchased by the Employee funding 100% of the additional cost above the single subscriber premium.
3. Employees who need to remain at 29.5 hours per week due to the Affordable Care Act will submit this request in writing to the Superintendent before the start of the school year.
4. All bargaining unit members who qualify for medical coverage (those regularly scheduled to work 30 hours or more a week) who do not take this coverage will be given \$900 a year cash-in-lieu of medical, to be paid out in regular payroll installments.

ARTICLE 21: SEVERABILITY

If any specific provision of the Agreement or any specific application of this Agreement will be found contrary to law, then such specific provision or specific application will be deemed null and void, but all other provisions or applications will continue in full force and effect.

ARTICLE 22: ENTIRE AGREEMENT

1. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations imposed upon the Employer and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party will not constitute a precedent in the future enforcement of all its terms and conditions.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this

Agreement, along with any Addendums, Letters of Understanding, or Memorandums of Understanding signed by both parties prior to or after this Agreement and copies of which are/will be attached hereto and incorporated herein by reference constitute the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

ARTICLE 23: WAIVER CLAUSE

1. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
2. Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered on this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
3. The Employer will have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.

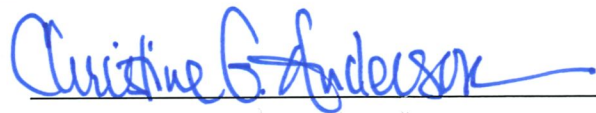
ARTICLE 24: DURATION

This Agreement will be a three-year contract in effect as of July 1, 2026, through June 30, 2029. In agreement and witness to all of the above, the parties' respective agents place date and their signatures below.

For **Otsego Student Nutrition Association of Professionals**



Carissa Taylor, President
Date:

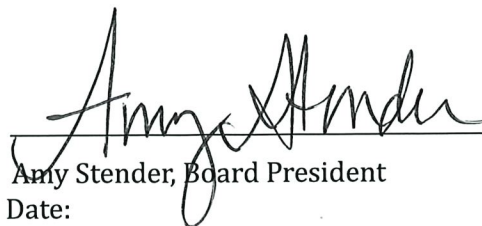


Christine G. Anderson, MEA UniServ Director
Date:

For **Otsego Public Schools**



Christie Robinson, Superintendent
Date:



Amy Stender, Board President
Date:

SCHEDULE A: 2026-29 HOURLY WAGE RATES

2026-2027 - 8% increase			
	Cook	Head	
Step	Cashier	Cook	Driver
1	\$14.26	\$15.27	\$14.41
2	\$14.55	\$15.69	\$14.91
3	\$15.00	\$16.11	\$15.58
4	\$15.52	\$16.53	\$16.26
5	\$16.41	\$17.56	\$17.16
6	\$17.15	\$18.27	\$17.76
7	\$18.09	\$19.61	\$19.41
8	\$19.12	\$20.33	\$19.68
9	\$19.41	\$20.47	\$19.97
10	\$19.54	\$20.61	\$20.12
11	\$19.68	\$20.82	\$20.25
12	\$19.83	\$21.04	\$20.40
13	\$19.97	\$21.39	\$20.54
14	\$20.12	\$21.54	\$20.69
15	\$20.25	\$21.69	\$20.82
16	\$20.40	\$21.83	\$20.96
17	\$20.54	\$21.96	\$21.11
18	\$20.69	\$22.11	\$21.25
19	\$20.82	\$22.25	\$21.39
20	\$20.96	\$22.40	\$21.54
21	\$21.11	\$22.62	\$21.69
22	\$21.39	\$22.82	\$21.83
23	\$21.54	\$22.97	\$21.96
24	\$21.69	\$23.11	\$22.11
25	\$21.75	\$23.24	\$22.18
26	\$21.83	\$23.33	\$22.25
27	\$21.89	\$23.39	\$22.32
28	\$21.96	\$23.46	\$22.40
29	\$22.04	\$23.53	\$22.46
30	\$22.11	\$23.61	\$22.53

2027-2028 - 2% increase			
	Cook	Head	
Step	Cashier	Cook	Driver
1	\$14.54	\$15.58	\$14.70
2	\$14.84	\$16.01	\$15.21
3	\$15.30	\$16.44	\$15.90
4	\$15.83	\$16.87	\$16.59
5	\$16.73	\$17.91	\$17.50
6	\$17.49	\$18.64	\$18.11
7	\$18.45	\$20.01	\$19.80
8	\$19.50	\$20.73	\$20.07
9	\$19.80	\$20.88	\$20.37
10	\$19.93	\$21.02	\$20.52
11	\$20.07	\$21.24	\$20.66
12	\$20.23	\$21.46	\$20.81
13	\$20.37	\$21.82	\$20.95
14	\$20.52	\$21.97	\$21.11
15	\$20.66	\$22.12	\$21.24
16	\$20.81	\$22.26	\$21.38
17	\$20.95	\$22.40	\$21.54
18	\$21.11	\$22.55	\$21.68
19	\$21.24	\$22.69	\$21.82
20	\$21.38	\$22.85	\$21.97
21	\$21.54	\$23.07	\$22.12
22	\$21.82	\$23.28	\$22.26
23	\$21.97	\$23.43	\$22.40
24	\$22.12	\$23.57	\$22.55
25	\$22.19	\$23.71	\$22.63
26	\$22.26	\$23.79	\$22.69
27	\$22.33	\$23.86	\$22.77
28	\$22.40	\$23.93	\$22.85
29	\$22.48	\$24.00	\$22.91
30	\$22.55	\$24.08	\$22.98

2028-2029 - 2% increase			
	Cook	Head	
Step	Cashier	Cook	Driver
1	\$14.83	\$15.89	\$14.99
2	\$15.14	\$16.33	\$15.52
3	\$15.61	\$16.76	\$16.21
4	\$16.15	\$17.20	\$16.92
5	\$17.07	\$18.27	\$17.85
6	\$17.84	\$19.01	\$18.47
7	\$18.82	\$20.41	\$20.19
8	\$19.89	\$21.15	\$20.47
9	\$20.19	\$21.29	\$20.78
10	\$20.33	\$21.44	\$20.93
11	\$20.47	\$21.66	\$21.07
12	\$20.63	\$21.89	\$21.23
13	\$20.78	\$22.26	\$21.37
14	\$20.93	\$22.41	\$21.53
15	\$21.07	\$22.56	\$21.66
16	\$21.23	\$22.71	\$21.81
17	\$21.37	\$22.84	\$21.97
18	\$21.53	\$23.00	\$22.11
19	\$21.66	\$23.15	\$22.26
20	\$21.81	\$23.30	\$22.41
21	\$21.97	\$23.53	\$22.56
22	\$22.26	\$23.74	\$22.71
23	\$22.41	\$23.90	\$22.84
24	\$22.56	\$24.05	\$23.00
25	\$22.63	\$24.18	\$23.08
26	\$22.71	\$24.27	\$23.15
27	\$22.78	\$24.34	\$23.23
28	\$22.84	\$24.41	\$23.30
29	\$22.93	\$24.48	\$23.37
30	\$23.00	\$24.56	\$23.44

1. Add \$0.25 for CDL
2. Longevity (paid each December) paid after one full year of service:
 - Years 1-3 = \$0
 - Years 4-5 = \$500
 - Years 6-10 = \$700
 - Years 11-15 = \$1,100
 - Years 16-20 = \$1,600
 - Years 21+ = \$2,100

3. Employees will be compensated at their regular hourly rate to complete ServSafe certification or recertification course work. Reimbursement will only include actual hours attending the certification or recertification courses. Employer approval must be obtained prior to attending ServSafe courses.
4. Cleaning days: Two optional deep-cleaning half days, non-mandatory, with a sign-up sheet providing seniority sign-up with a maximum of workers per building for three-hour shifts paid at 1.5 times the hourly rate. Elementary schools a maximum of two workers, middle school a maximum of three workers, and high school a maximum of five as determined by the supervisor.
Dates to be determined by the supervisor.

APPENDIX A: EVALUATION FORM

Otsego Public Schools Food Service Evaluation

Employee: _____ Date: _____

Building: _____ Job Assignment: _____

1=Outstanding 2=Strong 3=Satisfactory 4=Needs Improvement 5=Unsatisfactory

Section 1 – General Evaluation

COMMITMENT TO TOTAL PROGRAM

A. Shows interest and enthusiasm in work	1	2	3	4	5
B. Is willing to put in essential time and effort	1	2	3	4	5
C. Is punctual and has infrequently misses work	1	2	3	4	5
D. Willingly accepts and carries out responsibilities	1	2	3	4	5
E. Performs routine tasks efficiently	1	2	3	4	5
F. Maintains a neat, orderly, and efficient work area	1	2	3	4	5
G. Demonstrates initiative by providing positive input	1	2	3	4	5
H. Is receptive to change in policies and procedures	1	2	3	4	5
I. Displays a spirit of helpfulness and cooperation	1	2	3	4	5
J. Utilizes available opportunities to develop and maintain required job skills	1	2	3	4	5

RESPONSIVE TO STUDENT'S NEEDS

A. Communicates positively with students	1	2	3	4	5
B. Is warm and understanding of student's needs	1	2	3	4	5
C. Tactfully answers questions from students	1	2	3	4	5
D. Treats all students fairly, without overt identification	1	2	3	4	5

STAFF AND COMMUNITY RELATIONS

A. Communicates effectively with all staff members	1	2	3	4	5
B. Demonstrates loyalty to district, building and co-workers	1	2	3	4	5
C. Adheres to applicable district policies/procedures	1	2	3	4	5
D. Works well with all employees, parents and community	1	2	3	4	5
E. Handles difficult situations in a positive manner	1	2	3	4	5

PERSONAL CHARACTERISTICS

A. Is well groomed and appropriately dressed	1	2	3	4	5
B. Can withstand the physical requirements of the position	1	2	3	4	5
C. Maintains high standards of ethics, honesty and integrity	1	2	3	4	5
D. Adapts well to change	1	2	3	4	5

COMMENTS: _____

Section 2 – Job Classification Specific Evaluation

RESPONSIBILITIES AND ROLES • COOK

A. Is familiar with, and adheres to, all federal, state and local regulations regarding food service	1	2	3	4	5
B. Prepares and displays food in a high quality manner	1	2	3	4	5
C. Demonstrates money-handling accuracy	1	2	3	4	5
D. Demonstrates proficiency in phone and computer systems	1	2	3	4	5
E. Assists in meeting the highest standards of safety and sanitation prescribed by the local Health Department	1	2	3	4	5
F. Demonstrates respect and consideration to all customers	1	2	3	4	5
G. Assists in the "hands-on" training of new employees	1	2	3	4	5
H. Keeps informed on prices, portion sizes and which utensils to use	1	2	3	4	5
I. Displays interest by proper merchandizing of menu	1	2	3	4	5
J. Prepares relevant records and reports in an accurate and timely manner	1	2	3	4	5

COMMENTS: _____

RESPONSIBILITIES AND ROLES • HEAD COOK

A. Is familiar with, and adheres to, all federal, state and local regulations regarding food service	1	2	3	4	5
B. Demonstrates initiative and resourcefulness in performing assigned tasks	1	2	3	4	5
C. Completes assigned work in scheduled time	1	2	3	4	5
D. Demonstrates proficiency in phone and computer systems	1	2	3	4	5
E. Assists in meeting the highest standards of safety and sanitation prescribed by the local Health Department	1	2	3	4	5
F. Demonstrates respect and consideration to all customers	1	2	3	4	5
G. Assists in the "hands-on" training of new employees	1	2	3	4	5
H. Keeps informed on prices, portion sizes and which utensils to use	1	2	3	4	5
I. Displays interest by proper merchandizing of menu	1	2	3	4	5
J. Prepares relevant records and reports in an accurate and timely manner	1	2	3	4	5
K. Keeps the director well-informed on issues and the operation of the program	1	2	3	4	5
L. Directs and monitors food preparation and presentation providing feedback to the food service staff	1	2	3	4	5
M. Orders food and paper in an efficient manner	1	2	3	4	5
N. Ability to make wise decisions and take appropriate actions when needed	1	2	3	4	5
O. Implements procedures and monitors the total operation for efficiency and cost effectiveness	1	2	3	4	5

COMMENTS: _____

RESPONSIBILITIES AND ROLES • VAN DRIVER

A. Delivers satellite food in a timely and orderly manner	1	2	3	4	5
B. Demonstrates organizational skills by stocking and rotating food storage	1	2	3	4	5
C. Maintains clean and orderly freezers, coolers and storerooms	1	2	3	4	5
D. Adapts to emergency situations in a positive manner	1	2	3	4	5
E. Ability to make wise decisions and take appropriate actions when needed	1	2	3	4	5
F. Keeps the manager and director well informed on issues and the operation of the program	1	2	3	4	5
G. Willingly accepts additional responsibilities	1	2	3	4	5
H. Maintains a high standard of safety and sanitation	1	2	3	4	5

COMMENTS: _____

Name of Employee:	Position:
Employee Strengths:	
Areas for Growth:	
Employee's Signature:	Date:
Supervisor's Signature:	Date:
Note: The Employee's signature does not signify agreement with this evaluation, but only that it has been reviewed and discussed with the Employee. The Employee may make comments by attaching an additional sheet within 10 working days of the evaluation conference as dated above. The comments will be made an official part of the review. All comments must be attached to the review prior to the document being passed to the next level of management for review. Any category with a rating of "needs improvement" will require the Supervisor and Employee to develop a written plan of improvement to assure expectations are met promptly and adequately.	

APPENDIX B: GRIEVANCE PROCEDURE FORM

YOU MAY USE A WORD DOCUMENT IN THE FOLLOWING FORMAT

ATTACH ADDITIONAL PAGES AS NEEDED

Association Grievance #: _____ Date of Alleged Violation/Complaint: _____

Grievant(s): _____ Complaint Resolved? _____

Date/Time of Level One Meeting: _____

LEVEL TWO – SUPERVISOR OR APPROPRIATE ADMINISTRATOR CONFERENCE

Statement of Grievance: _____

Relevant Provision(s) and Citation(s): _____

Relief Sought: _____

Grievant Signature and Date: _____

Date/Time of Level Two Meeting: _____

Supervisor Disposition/Explanation: _____

Supervisor Disposition Signature and Date: _____

LEVEL THREE – SUPERINTENDENT OR DESIGNEE CONFERENCE

Date/Time of Level Three Meeting: _____

Superintendent Disposition/Explanation: _____

Superintendent Disposition Signature and Date: _____

LEVEL FOUR – MEDIATION

Date(s)/Time(s) of Level Four Meeting(s): _____

Mediator Present: _____

Grievance Resolved? _____

LEVEL FIVE – ARBITRATION

Outcome. Attach all relevant documents. _____

APPENDIX C: REQUEST FOR LEAVE

USE A WORD DOCUMENT IN THE FOLLOWING FORMAT AND ATTACH ADDITIONAL PAGES AS NEEDED

Employee Name: _____

Date: _____ **Building:** _____

Number of Hours Requested: _____

Date(s) Requested: _____

Reason: _____

Signature: _____

ACTION TAKEN: ☐ **APPROVED** ☐ **NOT APPROVED**

If disapproval recommended, state reason: _____

Otsego Public Schools Administrator Signature: _____

Date: _____

**LEAVE FORM MUST BE SUBMITTED AS SOON AS POSSIBLE AFTER THE
EMPLOYEE BECOMES AWARE THAT A LEAVE IS NECESSARY**

APPENDIX D: SICK BANK PARTICIPATION REQUEST

USE A WORD DOCUMENT IN THE FOLLOWING FORMAT AND ATTACH ADDITIONAL PAGES AS NEEDED

Employee Name: _____

Date: _____ Building: _____

Number of Hours Requested: _____

Date(s) Requested: _____

Reason: _____

Signature: _____

ACTION TAKEN BY COMMITTEE: _____ APPROVED _____ NOT APPROVED

Signature/Date: _____

SICK BANK PARTICIPATION REQUEST FORM MUST BE SUBMITTED AS SOON AS
EMPLOYEE BECOMES AWARE THAT THIS REQUEST IS NECESSARY