

**AGREEMENT**

between the

**GAYLORD COMMUNITY SCHOOLS**

**BOARD OF EDUCATION**

and the

**GAYLORD FOOD SERVICE WORKERS**

**July 1, 2021 – June 30, 2022**

## TABLE OF CONTENTS

ARTICLE I	Scope of the Unit.....	3
ARTICLE II	Procedure for Suggestions and Complaints .....	4
ARTICLE III	Seniority .....	5
ARTICLE IV	Leaves of Absence.....	7
ARTICLE V	Board Rights.....	8
ARTICLE VI	Health Examinations.....	8
ARTICLE VII	Hours of Work .....	9
ARTICLE VIII	Holidays.....	10
ARTICLE IX	Vacation .....	11
ARTICLE X	Benefits .....	12
ARTICLE XI	Miscellaneous.....	14
SALARY SCHEDULE	.....	16
ARTICLE XII	No Strike Clause.....	17
ARTICLE XIII	Duration of Agreement .....	17

## ARTICLE I

### Scope of the Unit

- Section 1** This Agreement shall include all food service employees such as cooks, food service drivers/helpers/managers, Commission on Aging Helpers, and others who are assigned specifically to work in the GCS food service programs.
- Section 2** Full-time employees will mean all employees who are regularly scheduled to work 27.5 or more hours per week.
- Section 3** Part-time employees will mean all employees who are regularly scheduled to work less than 27.5 hours per week.
- Section 4** Substitute employees will mean all employees who are not regularly scheduled to work at a given school at a given assignment.
- Section 5** Regularly scheduled employees shall qualify for all fringe benefits except as otherwise noted.

## ARTICLE II

### Procedures for Suggestions and Complaints

**Section 1** Any employee may discuss a suggestion or complaint regarding any provision of this Agreement with his/her immediate manager at any time provided such discussions are confined to the time reasonably necessary and do not interfere with the normal operations of the department.

**Section 2** If a complaint is not satisfactorily settled in this manner, or if an employee feels that a suggestion he/she made is not adequately credited, the employee is encouraged to reduce the matter to writing no later than the third working day following the discussion with his/her manager. A copy of this writing shall be given to supervisory representative(s) designated to receive same for the employee area involved and a copy to the representative designated by Food Service Association.

**Section 3** If the matter is still pending for three (3) working days following receipt of this writing by the Director, the latter will arrange for a meeting with the employee and a representative designated by said group, at which time all parties concerned shall be heard. This meeting shall be scheduled as soon as possible, but in no event later than five (5) working days following the Director's receipt of the written communication.

The Director shall render his/her written disposition of the matter following the meeting. He/she shall give a copy of his/her disposition to the employee and the representative.

**Section 4** If the written disposition of the suggestion or complaint given in Section 3 is not considered satisfactory by the employee having filed the matter, it shall be submitted to the office of the Superintendent no later than the end of the third working day following the date of disposition specified in Section 3. Time is considered an important factor in this procedure.

After a full investigation of the matter and discussion of it with the representative of the Association and the employee involved, and in no event later than the end of the third working day following receipt of the appeal, the administration shall give its proposed disposition in writing.

**Section 5** If the disposition given in Section 4 is not satisfactory, the matter may be appealed to the Board of Education for further review provided the employee acts within three (3) working days to pursue his/her rights as provided hereunder. The employee shall have the full opportunity to be heard at each step of this procedure, to be counseled by a member of his/her Association, and to present any employee witnesses necessary to a full presentation of his/her suggestion or complaint.

## ARTICLE III

### Seniority

**Section 1** Seniority shall be defined as length of continuous service in the employ of the Board of Education, commencing with the date of last hire. All new employees shall be considered probationary until they have worked for the Board for ninety (90) calendar days. During this probationary period employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of first hire. Probationary employees may be terminated with just cause.

**Section 2** In all promotions, as well as in all lay-offs and recalls, the seniority of employees shall be considered along with skill and ability of the employees concerned. In each case total seniority of employees shall govern, provided the skill and ability of employees are relatively equal. If it should become necessary to bypass the senior employee(s) making a promotion because of skills and training, reasons for this action shall be given to the senior employee(s).

**Section 3** The Board agrees to post on employee bulletin boards maintained for such purposes all permanent job openings in positions covered by this Agreement for a period of five (5) working days prior to a permanent filling of these vacancies. Bids will be taken and the positions will be filled from employees and new job applicants in accordance with the guidelines of Section 2 of this Article III.

Posting shall be done within 45 working days of vacancy.

The summer program positions will be filled on a rotating basis. Summer program workers are only eligible to work in the following summer's program if there are no new applicants. New applicants each summer will be awarded the positions based upon seniority.

It is understood that the Administration may restrict lateral movement of employees under Sections 2 and 3 of this Article between buildings during the school year in order to prevent costly break-in periods and the disruption of successive bidding and vacancies. Employees denied a job opening under this provision may re-bid the job prior to the beginning of the next school year.

Posting may be done upon receiving an official two-week notice in writing that an employee is leaving that position. All applications for the position will be kept confidential.

**Section 4** Employees who leave the bargaining unit to take a position of supervision with the Gaylord School may return to the bargaining unit with the same seniority they held prior to leaving the bargaining unit.

**Section 5** Employee promoted under Section 2 and 3 hereof shall be granted a 45 working day trial period to determine (1) ability to perform on the job, and (2) his/her desire to remain on the job. Trial period for summer program is 10 working days.

During the 45 working day trial period, the employee shall have the opportunity to revert to his/her former position. This means that all promotions and transfers as a result of this change would be temporary for the first 45 working days. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the supervisor to the Superintendent with a copy to the employee. The employee may then be reassigned to his/her former classification. In a transfer, the employee will retain his/her seniority.

During the trial period, employee will receive the rate of the job he/she is performing.

**Article III (continued)**

**Section 6** Seniority shall be lost and the employment relationship of a covered employee shall end under the following conditions:

- A. Quit or discharge for a just cause.
- B. Absence from work for three (3) consecutive working days without notification.
- C. Failure to return to work within three (3) working days of receiving a recall notice following a lay-off.
- D. Failure to return to work at the expiration of a leave of absence.
- E. Falsification in connection with obtaining a leave of absence.
- F. A continuous lay-off in excess of twelve (12) calendar months.
- G. Retirement

## ARTICLE IV

### Leave of Absence

**Section 1 Unpaid Leaves** – Leaves of absence without pay may be granted by the Board for good cause for a period up to thirty (30) days, during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by mutual agreement of the Board. (Unpaid leaves will not be granted to enable an employee to actively seek other employment or perform a trial period for other employment.) Employees on Unpaid Leave shall receive no pay or fringe benefits while on leave.

**Section 2 Sickness** – Leaves for sickness or injury of an employee will be granted upon receipt of notice by the Board and may be for indefinite duration not to exceed three (3) months. Employees will not be entitled to Board paid fringe benefits during this period of leave.

Employees requesting such leaves, or continuation of same, will be required to present a supporting certificate from a physician. An employee returning from such a leave may be required to pass a physical examination given by a doctor approved by the Board.

**Section 3 Funeral Leave** – Three (3) days leave of absence with pay shall be granted for death in the immediate family to be taken at the time of the funeral. The term “immediate family” in this case, is interpreted to mean spouse, child, parent, sister, brother, grandparent, parent of spouse, brother-in-law or sister-in-law, and grandchildren. Employees regularly scheduled to work in the summer months for Commission on Aging or Summer Feeding may be eligible for use of this leave upon administrator approval.

**Section 4 Jury Duty** – An employee who serves on Jury Duty will be paid the difference between his/her pay for that duty and his/her regular pay, provided proof of service and pay is submitted. Jury service will not be charged to sick leave or vacation time. Employees regularly scheduled to work in the summer months for Commission on Aging or Summer Feeding may be eligible for use of this leave upon administrator approval.

**Section 5 Maternity Leave** – A maternity leave of absence may be granted an employee upon request of the individual. Any leave of absence granted shall be for not less than six (6) weeks or more than one (1) year following the birth of the child. Return to work within six (6) weeks following the birth a child shall be subject to written approval of the doctor. In any case of stillbirth, interrupted pregnancy, or death of the child, the employee may ask for a leave of absence not to exceed three (3) months.

**Section 6 Sick Days**

- A. Twelve (12) sick leave days are earned for school term employees and credited at the rate 1.2 days per month worked for employees hired prior to July 1, 2012. Ten (10) sick leave days are earned for school term employees and credited at the rate of 1.0 day per month worked for employees hired after July 1, 2012. Additional sick leave for employees working Commission on Aging and Summer Feeding Program will be earned at a rate of .03 hours of sick leave for each regularly scheduled hour worked in the summer. An employee that terminates prior to the end of the school year will have earned a pro-rated number of days.
- B. Sick days are to be used for employee illness or illness of immediate family members (as defined in Funeral Leave). An employee absent for five (5) or more occurrences shall submit a doctor’s statement for all additional sick leave occurrences.
- C. Sick days not used during the school year will be paid as vacation days the last pay period in June of each year.

## **ARTICLE V**

### **Board Rights**

The Board of Education, on its own behalf and behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. to the executive management and administrative control of the school system and its employees, properties and facilities.
- B. the exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the United States.

## **ARTICLE VI**

### **Health Examination**

Employees shall possess and maintain sufficient good health, both physical and mental, to adequately perform their respective duties. An amount not to exceed \$80.00 annually will be paid by the Board toward a physical examination, when receipt for physical is submitted for payment. Additional fees, if any, will be paid for by the employees.

As a condition of continued employment every employee shall, upon request, submit to a physical or psychiatric examination at any time at Board expense at the request of the Superintendent, such examination to be paid for by the Board of Education.

## ARTICLE VII

### Hours of Work

- Section 1** The school year begins July 1, of any year, and ends the following June 30. The standard workday is eight (8) hours and the standard workweek is forty (40) hours per week. Payment for more than 40 hours per week will be at one and one-half times the hourly rate. When overtime becomes a necessity, permission must be obtained in advance from the designated supervisor. Attempts will be made to divide, as evenly as possible, overtime work by shift among all employees in a given classification.
- Section 2** Employees that work 6 ½ to 8 hours a day will be entitled to two 15-minute rest breaks. Employees working 3 to 6 hours will be entitled to one 15-minute rest break per shift. These shall be scheduled by the immediate manager and approved by the director.
- Section 3** Daily starting and ending times shall be established by your immediate manager and approved by the director.
- Section 4** Activities beyond the normal work day which are not directly related to the Hot Lunch or Breakfast Program will be on a voluntary basis and will not be considered a part of this Agreement.
- Section 5** Workers will be paid \$13.00 per hour or their currently hourly rate, whichever is greater, for all Gaylord Community Schools affiliated catering events. Workers will be paid \$15.00 per hour for catering events scheduled by non-Gaylord Community Schools organizations.
- Section 6** Workers will be compensated at their current hourly rate for summer program.
- Section 7** The Commission on Aging Helper positions are scheduled as a 12 month positions. All other food service positions are school year positions (required to report on all student days and in-service days).

**ARTICLE VIII**

**Holidays**

**Section 1** Regularly scheduled food service employees shall receive a regular day's pay for the holidays listed below, provided:

- A. On the date of the holiday, the employee has been on payroll for at least thirty (30) working days.
- B. The employee receives holiday pay if the employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day for his/her classification after the holiday, unless such failure was excused by the administration due to approved paid leave. Proof of such an occurrence may be required.

**Section 2** The holidays covered by the Article are as follows:

July 4	1	(Only if this falls on a weekday during a scheduled work week for Commission on Aging Helper)
Labor Day	1	
Thanksgiving Day	1	
Day After Thanksgiving	1	
Christmas Day	1	
New Year's Day	1	
Good Friday	1	
Memorial Day	1	
Firearms Day* (November 15)	1	

(\*Only if this falls on a weekday and school is not in session)

When the legal holiday occurs on Saturday, the holiday will be observed on the preceding Friday; or when the holiday falls on Sunday, the following Monday will be observed.

If employee is required to work on any of the holidays as listed above except the first day of deer season if school is held on that day, he/she will be paid a day of holiday pay plus his/her regular pay for the hours required to work.

**ARTICLE IX**

**VACATION**

**Section 1** Regularly scheduled food service employees are entitled to a paid vacation each year based upon length of service and employment as of July 1<sup>st</sup> of each year. The schedule of vacation benefits is as follows:

Years of Employment as of July 1<sup>st</sup>:

	School Year Employee Vacation Days	Employees working in the summer programs (Commission on Aging and Summer Feeding Program) will earn vacation days at the rate of .03 hours earned for each regularly scheduled hour worked.
1 year but less than 7 yrs.	5 days	
7 years and over	10 days	

**Section 2** Vacation pay shall consist of a continuation of the prescribed salary for the specified number of days.

**Section 3** Up to three (3) vacation days may be used on days in which students are in session with prior approval of the director of food service and the availability of a substitute. The remaining vacation days may be used on non-student days during the school year. The balance will be paid prior to June 30 of the year in which the vacation was earned.

**Section 4** To be eligible for full vacation pay, an employee must have worked eighty-five percent (85%) of the scheduled hours for the classification in the current school year. Eligible employees who fail to meet this requirement shall receive a pro-rated vacation benefit based on the number of days actually worked. Employees who terminate prior to the end of the school year with a minimum of ten (10) calendar days' notice will be entitled to prorated vacation benefits.

**Section 5** Pro-rated first year vacation benefits will be paid to employees with less than one (1) full year of employment.

## ARTICLE X

### Benefits

**Section 1** All regularly scheduled employees shall receive \$10,000 employer paid group term life insurance coverage, and benefits shall be consistent with the terms of the Group Life Insurance Policy.

**Section 2** The Board will provide an income protection policy consistent with the terms of the group policy income protection plan as follows:

- A. 30 consecutive calendar day elimination
- B. 24 months benefit payments
- C. 60% of income

No person shall be allowed to collect both sick leave and disability income at the same time.

After thirty (30) consecutive calendar days, the employee will be compensated by the Group Disability Income plan only.

**Section 3** Employees who are regularly scheduled to work one thousand three hundred (1,300) hours or more during school operations between July 1 and June 30 of each year are eligible to receive medical benefits.

Effective January 1, 2021 active employees will be required to pay the balance of the monthly insurance premium for medical benefits that applies to their coverage, by payroll deduction, beginning with the first payroll in January 2021 that exceeds the following monthly amounts:

Single	\$586.99
Two Person	\$1,227.58
Family	\$1,600.89

The Board's annual obligation for medical benefit coverage costs per eligible employee during the 2021 medical benefit coverage year shall not exceed the following amounts:

Single	\$7,043.89
Two Person	\$14,730.96
Family	\$19,210.66

Effective January 1, 2022 active employees will be required to pay the balance of the monthly insurance premium for medical benefits that applies to their coverage, by payroll deduction, beginning with the first payroll in January 2022 that exceeds the following monthly amounts:

- Single \$608.71
- Two Person \$1,273.00
- Family \$1,660.12

The Board's annual obligation for medical benefit coverage costs per eligible employee during the 2022 medical benefit coverage year shall not exceed the following amounts:

- Single \$7,304.51
- Two Person \$15,276.01
- Family \$19,921.45

**Article X** (continued)

- A. Employees regularly scheduled to work twenty-five (25) or more hours a week but less than 1,300 hours a year during school operations between July 1 and June 30 of each year shall receive the single subscriber Group Hospitalization.
- B. Employees regularly scheduled to work twenty-five (25) or more hours a week but less than 1,300 hours a year during school operations between July 1 and June 30 of each year receiving fifty percent (50%) cash in lieu of health benefits prior to July 1, 2016 will continue to receive this benefit at the amount received in the 2015-16 school year (\$2996). Those grandparented employees whose hours become reduced will receive a subsequent reduction in benefit.

After July 1, 2016, employees new to any position of twenty-five (25) or more hours a week but less than 1,300 hours during school operations between July 1 and June 30 of each year who are covered by health insurance from another source and choose not to be covered by the group hospitalization plan, may choose a cash option of up to \$2,500.00. Employees may participate in a Tax Sheltered Annuity (TSA) with a Board approved TSA company

- C. Employees regularly scheduled to work fifteen (15) or more hours a week but less than 25 hours a week during school operations between July 1 and June 30 of each year shall receive \$1,440 per year toward a Board approved Group Hospitalization Plan.

Employees regularly scheduled to work fifteen (15) or more hours a week but less than 25 hours a week during school operations between July 1 and June 30 of each year that do not elect to take hospitalization insurance will qualify for cash at fifty percent (50%) of the eligible amount for hospitalization.

- D. In no case shall an employee be entitled to receive more than one-hundred percent (100%) of the premium for their appropriate coverage.
- E. Dental Insurance: Employees must be regularly scheduled to work over 1,300 hours to be eligible to receive dental insurance.
  - 1. Employees regularly scheduled to work over 1,300 hours who qualify for hospitalization will receive a dental plan equivalent to Gaylord Education Association members.
  - 2. Employees regularly scheduled to work over 1,300 hours who receive cash in lieu of hospitalization will receive the single subscriber rate or \$200 per year toward full family dental insurance.

For the purposes of Article 10, regularly scheduled hours do not include training hours, in-service/conference hours, hours worked when school is not in session or hours worked in addition to the regularly scheduled assignment for the school year.

## ARTICLE XI

### Miscellaneous

- Section 1** Head Cook, Driver, Commission on Aging Helper, and GHS kitchen helpers are eligible to earn a \$165 bonus for extra set-up, satelliting, and unloading delivery trucks. This bonus is to be provided to individuals that perform the extra work on a regular basis. The bonus is to be approved by the Food Service Director and will be payable with the last paycheck in June. The bonus shall be pro-rated if an employee terminates with two (2) weeks notice. The GIS Manager will receive a \$100 bonus for unloading the delivery trucks as long as they are received at GIS, payable with the last paycheck in June.
- Section 2** In the case of an absence, any employee filling the higher position shall receive the high rate of pay according to their experience level.
- Section 3** An employee who is transferred will receive the same experience step on the salary schedule.
- Section 4** In the event that school is closed due to conditions not within the control of school authorities (such as storms, health conditions, infrastructure issues, etc.), employees that are not required to report to work on such day may, at his or her election, receive compensation using one of the following options:
- Employee may have their regular hourly rate for their regularly scheduled hours charged against accumulated sick time.
  - Employee may have their regular hourly rate for their regularly scheduled hours charged against accumulated vacation time.
  - Employee may receive compensation at their regular hourly rate for their regularly scheduled hours if they choose to complete district-approved professional development for that same amount of time.
- Section 5** Employees must receive the Michigan Food Service Association membership and certification within 75 work days of hire and annually thereafter. The District will provide reimbursement for membership and certification costs.
- Section 6** A longevity payment shall be made to each employee in their eighth (8<sup>th</sup>) year and each year thereafter. Payment will be made the first payday in December. The amount of longevity payment is determined by the following formula:  
182 multiplied by the employee's regularly scheduled hours per day, multiplied by \$.60 for this contract period
- Section 7** All kitchen employees shall be paid at their regular hourly rate for all hours required to attend in-service programs.
- Section 8** On scheduled teacher in-service days or early dismissal days, kitchen workers work their regular scheduled hours or leave work without pay providing all regularly scheduled work is completed and at the supervisor's discretion.
- Section 9** No greater than three mandatory food service in-services will be held during each contract year. Employees will be compensated at their regular hourly rate for each in-service. Employees unable to attend the in-service are responsible to work with the food service director to obtain the in-service information. In-service on a snow day will be rescheduled.
- Section 10** Reimbursement for classes taken through School Food Service Association shall be made upon the completion and the proof of passing of the class and the approval of the food service supervisor.

**Article XI** (continued)

- Section 11** If a sub must fill a position for more than thirty (30) days in succession, that sub shall receive the Step-One helper pay, starting on the thirty-first (31<sup>st</sup>) day.
- Section 12** Any employee who in the course of their scheduled day must use their own vehicle to go from one school to another on a regular basis shall receive the IRS rate for all miles traveled.
- Section 13** All newly hired employees must take and pass the Michigan School Food Service Association class on Safety and Sanitation or comparable within the first 30 calendar days after the 45 day probationary period.
- Section 14** Conference fees and/or meeting fees which pertain to School Food Service shall be paid by the Board for up to two employees. Request must be made in advance and approved by the director. The director may split this amount amongst all attending.
- Section 15** Up to three Food Service Workers shall be selected by the unit to serve as Food Service Representatives. Food Service Representatives have the responsibility to meet with the Food Service Director and Superintendent/Designee for the purpose of reviewing the implementation of this agreement, and resolving problems which may arise.

Food Service Workers that wish to serve as Food Service Representatives must provide notice at the first staff meeting in August. Vacancies and replacements will be filled by a majority vote. Food Service Representatives shall surrender all records when they resign or are replaced. If a Food Service Worker is unable to attend a meeting, they may submit a signed absentee ballot in a sealed envelope prior to the scheduled meeting.

Meetings are to be held annually after spring break to determine if any contract changes are recommended.

## FOOD SERVICE EMPLOYEES

## SALARY SCHEDULE

### 2021-22 WAGES

#### Driver/Manager

Step 1	\$14.36
Step 2	\$14.56
Step 3	\$14.76
Step 4	\$14.96
Step 5	\$15.16
Step 6	\$15.36
Step 7	\$15.56
Step 10	\$15.76
Step 15	\$15.96

#### Helper

Step 1	\$11.67
Step 2	\$11.97
Step 3	\$12.27
Step 4	\$12.57
Step 5	\$12.87
Step 6	\$13.17
Step 7	\$13.47
Step 10	\$13.77
Step 15	\$14.48

#### Head Cook

Step 1	\$15.43
Step 2	\$15.67
Step 3	\$15.92
Step 4	\$16.16
Step 5	\$16.42
Step 6	\$16.67
Step 7	\$16.93
Step 10	\$17.18
Step 15	\$17.43

Any employee employed on a regular basis after March 15 shall remain on the first step of the salary schedule the following year.

Minimum General Fund Balance The Board and Food Service Workers agree that it is in the best interest of all District stakeholders to maintain a fiscally stable school district that offers a competitive salary schedule.

2021-22 School Year:

If Audited Fund Equity Balance is:	Wage schedule will be adjusted to reflect:	*One-time payment to be provided consisting of Food Service Workers' proportionate share of amount that will reduce the General Fund Balance by:
< or = 18%	0%	0 (no payment)
> 18% but < 19%	0%	.5% (one-half of one percent)
> 19% but < 20%	0%	1% (one percent)
= or > 20%	Additional 0.5% (one-half of one percent) added on-schedule to 2021-22 wage schedule	1% (one-percent)
	The on-schedule adjustment will be paid on the 2 <sup>nd</sup> pay date in December and incorporated into pay scale going forward.	

Employee groups include Gaylord Education Association (GEA), Gaylord Educational Support Personnel Association (GESPA), Gaylord Building Principal Association (GBPA), Teamsters, Food Service Workers, Administrative Personnel (excluding Superintendent), and Administrative Support Personnel.

Example: In 2019-20, Food Service Workers represented 2.43% of the District's employee groups (including MPERS, FICA, and Workers Compensation). Therefore, in 2019-20, Food Service Workers received 2.43% of the amount required to reduce the fund equity by 1% of the June 30, 2019 audited Fund Equity Balance.

\*The one-time payment equal to the Food Service Worker's proportionate share of the amount that will reduce the General Fund Balance by the amount listed in the chart above will be made to all actively employed bargaining unit employees covered by the Food Service Worker's contract as of October 31, 2021, in a lump sum on or before the second pay date of December 2021.

The formula to calculate the disbursement of the one-time fund equity bonus payment to be made to each eligible bargaining unit employee is as follows:

- All Food Service Workers that were bargaining unit employees in the previous school year will receive an equal bonus payment.
- All Food Service Workers new to the bargaining unit (and eligible as of October 31, 2021 to receive the bonus payment) will receive a bonus payment that is half of the amount that the rest of the bargaining unit.

2021-22 School Year: Employees are eligible to receive COVID-19 hazard pay if they work the entire school year. The amount of the payment is determined by the following formula: 182 days multiplied by \$1.00 per hour multiplied by the employee's regularly scheduled hours per day for this contract period. This amount will be prorated for new employees that have an official start date after the start of the school year. Employees that resign prior to the end of the school year are not eligible for this payment.

**ARTICLE XII**

**No Strike Clause**

The association agrees that during the term of this Agreement it will not encourage, condone, or participate in any strike, slowdown, complete or partial refusal to perform any work or any other type of concerted work stoppage. It is agreed that such activity is specifically prohibited during the term of this Agreement. It is agreed that participation by an employee in such prohibited activity is cause for discipline, including dismissal for just cause.

In the event such prohibited activity occurs, the school district will notify the Association president of such, and the association agrees that it will take immediate action to end such prohibited activity.

The employer agrees not to lock out employees during the life of the Agreement and further agrees not to commit an unfair labor practice.

**ARTICLE XIII**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2021 and shall continue in effect for one (1) year until the 30<sup>th</sup> day of June, 2022. Negotiations may be reopened by mutual consent sixty (60) days prior to an anniversary date.

GAYLORD COMMUNITY SCHOOLS BOARD OF EDUCATION

By 

By 

GAYLORD FOOD SERVICE EMPLOYEES ASSOCIATION

By 

By 

By \_\_\_\_\_