

MASTER AGREEMENT

2012-2013 & 2013-2014

BETWEEN

THE BOARD OF EDUCATION
AND
THE FOOD SERVICE ASSOCIATION

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This agreement entered into this 3rd day of October, 2012, by and between The Board of Education of the Berrien Springs Public Schools, Berrien County, Michigan, herein after called the Board, and the Berrien Springs Food Service Association, herein after called the Association.

Witnesseth:

Whereas: The Board has statutory obligation pursuant to "The Public Employment Relations Act" Act 379 of the Michigan Public Acts of 1965 to bargain with the Association as the representative of its food service personnel with respect to wages, hours and conditions of employment, and

Whereas: The parties have reached certain understandings which they desire to confirm in this agreement.

IT IS HEREBY AGREED AS FOLLOWS-----

Article I - Recognition

- 1.1 The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all food service employees including part-time employees. Supervisory personnel, executive and all food service substitutes employed by the school district are excluded.
- 1.2 A food service employee shall be defined as one with a regular work schedule.
- 1.3 The Association agrees that, except as specifically provided by the terms and provisions of this agreement, employees shall not be permitted to engage in Association activity on the employer's time.
 - A. The Association will have the right to elect or designate employees who shall serve as officers for the bargaining unit, wherein those officers shall be permitted to confer with the bargaining unit employees with respect to official association business but not on the employer's time.
- 1.4 Non-discrimination: The Board will not discriminate against any employee with respect to hours, wages or any term or condition of employment by reason of membership in the Association.
- 1.5 The Association and its members may use the school facilities at reasonable times and hours for meetings as long as it does not interfere with job responsibilities and operations and when such buildings are available.

Article 2 - School System Management

- 2.1 The School Code of 1976 provides for the classification, organization, regulation and maintenance of schools and school district to prescribe their rights, powers, duties and privileges and to provide for registration of school districts and their powers and duties with respect thereto. The Berrien Springs Public Schools provides that the management and all rights which are ordinarily vested in and have been exercised by the Board of Education excepting only those which are clearly and expressly relinquished by the Board shall continue to be vested exclusively in and be exercised by the Berrien Springs Board of Education. Such rights shall include but are not limited to the following:
- 2.2 Manage and control the schools business, the equipment and the operation and to direct the working force and affairs of the employer.
- 2.3 Continue its rights and past practices of assignments and direction of work to its personnel

- 2.4 The right to direct the working forces including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, and determine the size of the work force and to lay-off employees.
- 2.5 Determine the supplies and equipment necessary to continue its operations and to determine the methods, schedule and standards of operations, the means and the processes of carrying on the work, including automation thereof, and changes therein, the institution of new and/or improved methods of changes therein.
- 2.6 Employees are required to conform to reasonable rules, regulations and directives adopted by the Board and its representatives not in conflict with this Agreement.
- 2.7 Determine the qualifications of employees.
- 2.8 Determine the number and locations or relocations of its facilities including the establishment or relocation of new schools, departments, divisions or subdivisions, buildings or other facilities.
- 2.9 Determine the placement of operations, production services, maintenance or distribution or work, and the sources of materials and supplies.
- 2.10 Determine the financial policies, including all accounting procedures, regarding Board actions.
- 2.11 Determine the amount of the management organization, its function, authority, amount of supervision and the table of organization.
- 2.12 Determine the polices affecting the selection, testing or training of employees.
- 2.13 The employer shall not abridge any rights of the employees, as provided for in Board Policies or by the laws of the State of Michigan. Methods used in the determination of the foregoing statements shall be based upon lawful criteria. The above criteria are not subject to any grievance.

Article 3 - Working Conditions

- 3.1 Employees shall not be required to work in unsafe or hazardous conditions or to perform duties which will knowingly endanger their health or safety.
- 3.2 Bargaining unit members may use physical force, as per Board Policy #5630, with a student if necessary to protect themselves, another food service employee, teacher, an administrator, or other student from attack, physical abuse or injury or to prevent damage to district property.

Article 4 - Employee Evaluation

- 4.1 Each employee is entitled to know his immediate supervisor's opinion of his employment performance. Therefore, it shall be required that at least one written evaluation be prepared annually for each employee. Specific and general summaries will contain the supervisor's opinion concerning the overall effectiveness of that employee. Such evaluations will be based on the sum total of the supervisor's observations and will include areas of strength and weakness and provide suggestions for improvement. Part of this evaluation will be based on the performance of the duties listed in the job description. The supervisor shall review the job description with the employee at the beginning of the school year and prior to formal evaluation.

- 4.2 The supervisor will meet with each employee and discuss the evaluation summary. In the event the employee feels his evaluation is incomplete or unjust, he may state his objections in writing before signing the summary. At his request, the employee will then be re-evaluated within ten days. All employee evaluations will be completed by the supervisor by April 30 of each year.
- 4.3 An employee may at any time, at his request, have placed in his file any written statement of his own composition related to his performance or the discharge of his duties.
- 4.4 The first sixty (60) calendar days of employment for all employees shall be considered a probationary period. Employees who have completed their probationary period shall be discharged for a just cause only.
- 4.5 The supervisor will provide the new employee with a copy of the performance evaluation instrument used in the district and review same with the new employee.

Article 5 - Leave of Absence

- 5.1 An employee may be granted a leave of absence for personal reasons without pay and shall maintain but not accrue seniority, provided he obtains advance written permission from the employer. Applications for such leave must be in writing on the form provided by the employer. Leaves of absence will not be given for the purpose of enabling the employee to work for another employer or to engage in any form of self-employment and any employee who obtains a leave of absence by misrepresenting the purposes thereof shall be discharged.
- 5.2 The Board acknowledges that circumstances of emergency arise from time to time necessitating the absence of an employee. The Board shall make every effort to continue its past practice of providing for absence with pay, as approved by the Superintendent, and as per the "Emergency Leave" procedure.
- 5.3 Absence because of death in the immediate family shall not be charged to sick leave. Immediate family shall include: father, mother, father-in-law, mother-in-law, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, grandparents, grandchildren, sisters, brothers, wife, husband, or child or any dependent in the immediate household of the employee. Leave shall not exceed three days.
- 5.4 The Board shall grant to any employee, on request, a leave of absence for the purpose of child birth. Salary shall not be paid during the leave periods. Fringe benefits shall cease unless the employee elects to continue the insurance coverage at her own expense. The employee shall be allowed sick leave pay to the limit of days accumulated upon entering the hospital and continuing either until the amount accumulated is exhausted or the employee, in the opinion of her physician, is able to resume her employment duties.
- 5.5 Failure to apply for maternity leave as herein above specified, shall result in termination of employment when the employee can no longer perform the duties.
- 5.6 Failure to return from a maternity leave on the date specified in said leave, shall be conclusively deemed as a resignation unless granted approval by the Board.
- 5.7 Sick leave provisions of this agreement will be coordinated with Board policy #4430.01 and accompanying procedures regarding the *Family and Medical Leave Act of 1993*.

Article 6 - Sick Leave

- 6.1 Employees absent from duty due to personal illness shall be allowed one day per month, cumulative to 90 days with pay

- 6.1.1 Each employee who has an accumulation of ninety (90) days, on June 30 of any given year, and does not use the full allotment earned the following year will be paid \$25 per unused day earned that year. Payment will be made on the first pay day during the following month of December. Accumulated sick leave days may be utilized for the following purposes:
 - Illness of the employee.
 - Illness of children and spouse.
 - Emergency Leave - Emergency leave is defined and restricted to conducting activities which cannot be schedule outside of working hours. Such days shall not be permitted, by way of illustration, for recreational pursuits or seeking other employment.
- 6.2. All sick leave days must be approved by the Supervisor of Food Service.
- 6.3 Any employee with three (3) continuous days of sick leave must submit a doctor's note/release form prior to returning to work.
- 6.4 Any employee whose personal illness extends beyond the time compensated under 5.1 shall be placed on unpaid leave for a period not to exceed one calendar year. At the end of one (1) year, the employee shall submit a doctor's statement regarding his condition for returning to work. If the employee is not able to work, the employer shall post the position, unless otherwise agreed upon by the superintendent, supervisor, and Berrien Springs Food Service Association. Parts of this section or the section in its entirety shall be deemed null and void if in conflict with or in violation of state or federal law.

Article 7 - Continuity of Operations

- 7.1 Both parties recognize the desirability of continuous and uninterrupted operations of the school system. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike as defined by Section I of the Public Employment Act.
- 7.2 Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God or a labor dispute with employees outside of this bargaining unit.

Article 8 - Wages, Hours and Benefits

- 8.1 The normal work day for food service employees shall consist of 2 to 8 hours (per schedule) and the normal work week shall consist of 10 - 40 hours. Nothing contained herein, however, shall be construed to constitute a guaranteed 2 - 8 hours of work or pay per day or 10 - 40 hours of work or pay per week.

It is further understood and agreed that in certain circumstances food service employees may have their work week adjusted to include Saturday and/or Sunday due to the scheduling of certain school functions.
- 8.2 Wage schedules shall be attached as Schedule C and become a part of this agreement.
- 8.3 Step raises shall be given per Schedule C and shall become effective with the start of each new school year. A list, with 2012-13 step adjustments, shall be attached and used as a base for future employee placement. An employee on extended disability, personal, or workman's compensation leave shall not earn a step for the fiscal year(s) following the initial date of the leave, until the year he/she returns to a regular work schedule.

- 8.3.1 Substitute time or experience in another classification, outside food service, shall not be applied toward step assignment.
- 8.3.2 A retired Food Service employee who returns as a substitute shall be paid at substitute pay. A retiree returning to fill a permanent position will start over on the pay scale and seniority.
- 8.4 A description of employee benefits and eligibility requirements shall be attached as Schedule B.
- 8.5 Shift beginning and ending times shall be determined by the Director of Food Service.
- 8.6 Time and one-half (1 ½) shall be paid for all hours worked in excess of eight hours in any one day and forty hours in any one week.
- 8.7 A permanently vacated position shall be resolved within sixty (60) days by one of the following options:
 - 8.7.1 Elimination of the position.
 - 8.7.2 Promotion and reclassification of one or more current employees.
 - 8.7.3 The employment of a new employee.
 - 8.7.4 All vacant positions will be posted for ten (10) days.
- 8.8 A person temporarily assigned to a higher classification for a period of time in excess of ten (10) working days, shall be reclassified to that position at his/her current step level for the duration of the assignment. The reclassification shall become effective on the eleventh (11th) working day and not be considered retroactive. The temporary employee would not be entitled to any fringe benefits.
- 8.9 An employee temporarily (less than 60 days) moved to a lower classification shall remain at his/her current step (rate of pay).
- 8.10 Schedules "A", "B" and "C" shall be opened annually during the duration of this contract, unless mutually agreed upon multi-year schedules have been negotiated.

Article 9 - Seniority, Layoff & Recall

- 9.1 When, as a result of economic necessity or a change in program, it becomes necessary to layoff an employee, length of service (seniority) shall govern. Seniority shall also govern the order of recall.
- 9.2 Laid off Food Service employees shall be recalled in order of their seniority, with the most senior being recalled first, to any position in the classification for which they are qualified.
- 9.3 A Food Service employee recalled to full-time work or to a position equivalent to the number of hours previously worked, for which they are qualified, are obligated to take said work. A Food Service employee who declines recall to full-time work or a position with equivalent number of hours to the previous position for which he/she is qualified, shall forfeit his/her seniority rights.
- 9.4 Seniority shall not be lost nor shall it continue to accumulate while on layoff, on unpaid personal illness leave, and/or unpaid personal leave. For purposes of this article, Worker's Compensation leave is considered a paid leave and any effected employee shall continue to accumulate seniority while on such leave.

- 9.5 There will be no seniority granted to probationary employees. After a satisfactory probation period, employees shall be entered on the seniority list effective their most recent date of hire in a food service position.
- 9.6 Transfer to a non-food service position within the school district shall freeze your seniority.
- 9.7 All employees shall receive a letter of assurance for re-employment for the next school year on or before June 1st of the current school year. This letter of assurance disallows the collection of unemployment benefits during the summer vacation period.
- 9.8 Full employment status shall be defined as at least the same number of hours per week as the employee enjoyed during the previous school year.
- 9.9 Employees may accrue seniority in more than one area/department.
 - 9.9.1 Retired Food Service employee loses seniority upon retirement from the department.

Article 10 - General Provisions

- 10.1 Employees shall be required to keep the employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the employer shall constitute a notice to the employee of the contents of such communication.
- 10.2 The employer shall provide for the employee a written status sheet on an annual basis which shall list the following:
 - A. Name
 - B. Classification
 - C. BSPS Years
 - D. Step
 - E. Leave time (sick days) remaining
 - F. Hours wage

It shall be the responsibility of the employer to prepare and deliver this document (Appendix D) to the employee at the beginning of each school year. It shall be the responsibility of each employee to review this document and return it to the Business Office.

- 10.3 Head Cooks and Cashiers in each kitchen are directly responsible to the Food Service Supervisor. Cashiers and other employees, when working in a kitchen are directly responsible to the Head Cook of that kitchen, in conjunction with the Food Service Supervisor.
- 10.4 Snow Days - Regularly scheduled employees shall be reimbursed at their normal rate of pay and their regular scheduled hours.
- 10.5 Jury Duty - Employees required to report for jury duty during working hours shall be released with pay provided they turn in to the district any earnings (excluding mileage) received for said duty.
- 10.6 The Berrien Springs Food Service Program will provide \$50 per year, for uniforms for each employee.

Article 11 - Grievance Procedure

Any Food Service employee, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may pursue a grievance. Steps within the framework of the chain of command must be followed:

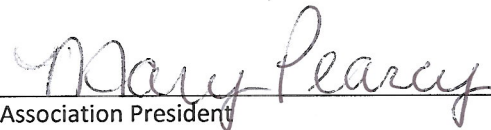
- Step 1 Oral conversation between grieved party and Food Service Supervisor, within five (5) working days of the alleged infraction.
- Step 2 The complaint will be formalized in writing and presented to the Food Service Supervisor. The Supervisor will present a written response within five (5) working days.
- Step 3 The Business Manager will review the written grievance and response. A grievance meeting will occur within five (5) working days, where the Business Manager will be responsible for rendering a decision.
- Step 4 The Business Manager will forward the grievance and all responses to the Superintendent. Within (5) working days the Superintendent will conduct a meeting. The Superintendent will either issue a verbal ruling on the grievance at the conclusion of the session, backed by written response within five (5) working days, or have up to ten (10) working days to submit a written ruling, if he or she deems further investigation is necessary.
- Step 5 The Superintendent shall submit the original grievance and all written responses and documentation to the Board of Education if the employee wishes to appeal the final determination of the Superintendent. After a hearing has been granted the Board shall render a decision in writing to all parties within thirty (30) calendar days.

Article 12 - Terms of the Agreement

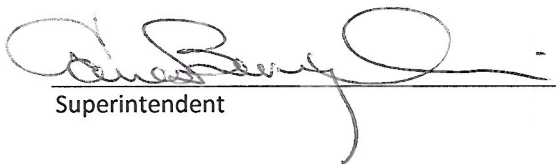
- 12.1 This agreement, when signed by both parties, shall be effective the 1st day of July, 2012, and continue in effect until June 30, 2014, without change unless changes are approved by both parties.
- 12.2 Matters of common concern may be subject to negotiations at any time during the period of this agreement upon mutual agreement of both parties.
- 12.3 If during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement with any provisions shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party thereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision. The Board of Education shall be held harmless in any dispute.

In witness of whereof, the parties here to have executed this agreement on the 1st day of July, 2012.

FOR FOOD SERVICE ASSOCIATION


Association President

FOR BOARD OF EDUCATION


Superintendent

SCHEDULE A

PAID HOLIDAYS:

Employees shall be paid for the following:

- A. Friday before Labor Day
- B. Labor Day (when school begins prior to Labor Day).
- C. Thanksgiving and the Friday following Thanksgiving.
- D. Good Friday (unless within a regular schedule school recess/vacation).
- E. Memorial Day.
- F. Martin Luther King Day
- G. President's Day and/or Great Americans Day (depending on the Master Calendar).

Employees shall be paid at their normal rate of pay and their regular scheduled hours.

Said holiday pay is subject to the following conditions:

1. Holiday pay is applicable only when the last scheduled work day preceding the holiday and the first scheduled work day following the holiday is worked. Except the above requirements may be waived if approved by the supervisor.
2. The employer may require work on holidays. If so, the employee shall be paid at his/her regular rate for those hours. This shall be paid in addition to the holiday for which that employee qualifies.
3. Wherein Good Friday or other holidays fall within school recess/vacation periods, holiday pay shall not be granted.

SCHEDULE B

FRINGE BENEFITS:

Employees that work nine (9) or more months and thirty (30) or more hours per week shall be eligible for the following benefits: (The determination of this hourly eligibility for Food Service employees shall be made using each employee's scheduled work hours at the start of each school year. Food Service employees shall not lose this eligibility during the school year because of an adjustment in work schedule, unless the adjustment was made at the employee's request).

Employees eligible for health insurance benefits will pay the state mandated hard cap co-pay per year.

1. Health Insurance

The district shall retain the right to select the insurance carrier, cost of coverage and the specifications of the coverage provided.

Food service employee shall not lose this eligibility during the school year because of an adjustment in work schedule, unless the adjustment was made at the employee's request.

Those employees that are ineligible for health insurance, (which includes those employees hired into full time positions after July 1, 2008) but qualify under the nine months and 30 hour stipulation shall receive:

- 1) Cash-in-lieu of insurance of \$900 per year (\$5,000 for employees eligible for health insurance and choosing not to take it).
- 2) Long Term Disability
Life Insurance
Vision
Dental

2. Dental Insurance:

50/50/50: \$1,000 maximum per person
Two cleanings per year
Ortho \$1000 lifetime maximum
No Adult orthodontics

3. Vision Insurance:

VSP 1

4. Life Insurance:

The district shall provide to each qualified employee a policy of coverage as follows:

Employees with health insurance	\$ 7,500
Employees with an annuity	\$ 12,500

Only the qualifying employee shall have this benefit; not members of the family.

5. Long-Term Disability Insurance:

The district shall provide this coverage at no cost to the qualified employee.

SCHEDULE C

HOURLY RATE SCALES:

The following scales are designated as to classification and steps. The district retains the right to assign employees to classifications and steps. The steps are years of experience in that classification, as referred to in article 8.3.

COOK/Cook Aide and Cashier Base Pay

STEP	2012-13 (2.00%)	2013-14 (2.00%)
1	\$9.57	\$9.76
2	\$10.02	\$10.22
3	\$10.41	\$10.62
4	\$10.81	\$11.03
5	\$11.27	\$11.50
6	\$11.71	\$11.94
7	\$12.09	\$12.33
8	\$12.49	\$12.74
9	\$12.86	\$13.12
10	\$13.26	\$13.53
11	\$13.69	\$13.96
12	\$14.08	\$14.36
13	\$14.46	\$14.75
14	\$14.84	\$15.14
15	\$15.22	\$15.52

Association members will receive a \$100 signing bonus for the 2012-13 year.

Additional Duty Schedule

The following positions have additional hourly rates as specified. Coordinator and Head Cook are to remain separate.

Head Cooks

	2012-2013 & 2013-2014
Coordinator	\$1.65
EL/MS/HS	\$1.25

Longevity (Annually - The employee is to make a request for payment, on their anniversary date, to the Business Office.)

Step: 10 - 15 Years \$400
 16 - 20 Years \$650
 21 Years & Over \$900

STEP ADJUSTMENTS – 2012-13

<u>NAME</u>	<u>POSITION</u>	<u>DATE HIRED</u>	<u>12-13 STEP</u>
Adams, Carol	Cook-Aide/Cashier	10-06-2000	12
Boone, Mandy	Cook-Aide/Cashier	09-03-2009	4
Crouch, Deb	Cook-Aide/Cashier	10-02-2006	6
Evans, Courtney	Cook-Aide/Cashier	08-29-2011	2
Evans, Lucinda	Head Cook	10-12-1992	15
Hager, Mary	Cook-Aide/Cashier	09-04-2010	1
Harrington, Lisa	Cook-Aide/Cashier	09-28-2009	4
Miller, Chris	Cook-Aide/Cashier	08/29/2011	2
Pearcy, Mary	Cook-Aide/Cashier	10-29-1990	15
Peugh, Vickie	Cook-Aide/Cashier	12-09-1991	15
Reitz, Linda	Head Cook	10-31-1994	15
Sexton, Wanda	Head Cook	11-23-1998	14
Warman, Kim	Cook-Aide/Cashier	09-07-2010	3

APPENDIX D

EMPLOYEE STATUS FORM

NAME _____ GROUP _____

CLASSIFICATION _____ HOURLY RATE _____

ASSIGNED STEP IN CLASSIFICATION _____

DATE HIRED _____ BSPS YEARS _____

SICK LEAVE TIME AS OF JUNE 30, _____

Employee

Supervisor

Date

Date