

FOOD SERVICE AGREEMENT

July 1, 2011 – June 30, 2012

**MASON PUBLIC SCHOOLS
Mason, Michigan**

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AGREEMENT

between

The Mason Public Schools, hereinafter referred to as the “Employer”

and

MASON FOOD SERVICE EMPLOYEES ASSOCIATION, hereinafter referred to as the “Association”, commencing July 1, 2011 to June 30, 2012.

ARTICLE I **PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding, between the Employer and the Association to insure true bargaining, and establish standards of wages, hours and other conditions of employment.

ARTICLE II **ASSOCIATION**

The Employer hereby recognizes the Association as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.

ARTICLE III **NON-DISCRIMINATION**

The Employer and the Association both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, sex, age, religion, physical handicap or national origin.

ARTICLE IV
MANAGEMENT RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the 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 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:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the United States.

ARTICLE V
STRIKE PROHIBITION

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of education without interruption of the school program. Accordingly, the Association agrees that during their term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to law.

ARTICLE VI
JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation or in cases of emergency, with the exception of the work that has historically been performed by the Supervisor of Food Services.

ARTICLE VII
REPRESENTING OFFICER

- A. The Association shall be represented by its President who shall be selected in a manner determined by the Association.

During the term of office, the President shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided the individual is qualified to do the required work. Upon termination of the term in office, the individual shall be returned to the regular seniority status.

ARTICLE VIII
SAFETY PRACTICES

- A. The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work which are not recognized as a part of the employee's normal job.
- B. The employee will also be expected to inform the Employer of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

ARTICLE IX
DISCIPLINE AND DISCHARGE

Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to defend oneself against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Association. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:

1. Conduct unbecoming to a school employee such as intoxication, use of illegal drugs or inappropriate job behavior
2. Stealing or dishonesty
3. Falsification of time cards
4. Failure to report for work for one day without good and sufficient cause and proper notification
5. Incompetence
6. Insubordination
7. Excessive absenteeism
8. Willful violation of Employer rules.

ARTICLE X
TRANSFER AND PROMOTION

Notice of vacancies and newly created positions will be published. Personnel shall apply in writing within five (5) calendar days from the published date of the vacancy notice. Promotions within the bargaining unit will be considered on the basis of seniority and the ability to perform the job. The aim of the Board is to secure the most highly qualified personnel for all positions, and all applications will be given equal consideration. By mutual agreement between the parties, posting timelines may be adjusted.

The Supervisor of Food Services shall have the authority to determine the person best qualified for the position.

ARTICLE XI
SENIORITY

- A. A newly hired Employee shall have a period of 40 working days of probation
- B. An up-to-date seniority list shall be kept by the Employer and shall be available to the Employees yearly.
- C. Employees shall be laid off, or recalled, according to their seniority. Employees laid off first shall be Employees with the least seniority, etc.
- D. If an Employee should terminate employment, seniority shall terminate the same day. If two employees have the same number of years of seniority, the employee with the longest continuous employment will be viewed as the most senior employee.
- E. Seniority in the Food Service operation can be accumulated only through service in the Food Service operation.
- F. Upon satisfactory completion of the probationary period, the Employee's seniority date shall be retroactive to date of hire. In the event that the Employer hires two (2) Employees on the same date the Employees would then be placed on the seniority list based on a flip of a fair coin.
- G. Employees promoted shall be granted ten (10) working day period to determine: (1) ability to perform on the job; (2) desire to remain on the job.
- H. During the ten (10) working days trial period, the employee shall have the opportunity to revert to one's former position.

The open position shall be re-posted for five (5) days. If the employee is unsatisfactory in the new position, notice and reasons in writing by the supervisor to the Assistant Superintendent for Human Resources with a copy to the employee. The employee may then be reassigned to the individual's former classification at the discretion of the District.

During the trial period, the employee will receive the rate of the job performed.

ARTICLE XII
LEAVE OF ABSENCE

- A. An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work may be given a leave of absence without pay and without loss of seniority for up to one year, provided the employee promptly notifies the Employer of the necessity therefore and provided further that the individual supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.
- B. Leave of absence without pay shall be granted for a period of up to one year for physical or mental illness, prolonged serious illness in the immediate family which includes spouse, children or parents.
- C. Leave of absence without pay may be granted for a period of up to one year for training related to an employee's regular duties in an approved educational institution.
- D. An employee who becomes pregnant shall provide written notification to the Supervisor of Food Services of such pregnancy as soon as possible after medical confirmation. Such written notification shall include a written statement from her physician verifying the fact that she is pregnant, that she is physically able to perform all the duties and functions of her position, and the estimated date of delivery.

The employee shall furnish periodic written statements from her physician indicating her well-being and ability to perform all of the duties and functions of her position. Such written statement by the physician shall be provided upon request.

The employee may continue in her position as long as her physician continues certification of her well-being and ability to perform the work required of her assignment.

The employee shall be eligible to use any sick leave for the period of actual physical disability connected with pregnancy. It is expressly understood that this Section shall not apply to child care. In the event that an employee exhausts her sick leave before regaining her physical fitness to fully perform her duties, she may apply for a leave of absence in accordance with paragraph (a). Once an employee has been so certified by her physician as physically fit to return to work, this shall terminate her access to sick leave benefits in connection with the pregnancy.

As an alternative to the procedure outlined above, the employee may request an unpaid general leave of absence for maternity purposes for a period not to exceed one year, at any stage of the pregnancy.

The employee requesting such leave of absence shall apply in writing to the Supervisor of Food Services at least thirty (30) days prior to the anticipated date of the commencement of the leave and at the same time set forth the anticipated date of return after the termination of the pregnancy.

Prior to the return from a general leave of absence for maternity purposes, the employee shall present certification by her physician of her physical fitness to fully perform her duties.

- E. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Association. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

ARTICLE XIII **GRIEVANCE PROCEDURE**

Definitions

1. A grievance shall be an alleged violation, misinterpretation or misapplication of the express terms of this contract.
2. By mutual consent the Employer and the Association may extend, in writing, the time limits of any of the foregoing grievance procedure steps.
3. Failure of the Association to meet the specified time limits in any of the steps in the grievance procedure eliminates the opportunity to proceed to the next step or to re-file that grievance. Failure of the Employer to meet the specified time limit automatically gives the Association the right to proceed to the next step.
4. Working days shall be defined as Monday through Friday excluding all paid holidays.
5. Any employee grievance or Association grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One

- A. Any employee having a grievance shall discuss the grievance informally with the individual's immediate supervisor.
- B. The Association President then may submit the grievance to the Supervisor of Food Services stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract article violated. The employee and the Association President shall sign the grievance.

Step Two

- A. The Supervisor of Food Services shall then, within five (5) working days, meet with the President and the employee to discuss the grievance.
- B. The Supervisor of Food Services shall then give her decision in writing within five (5) working days of the meeting with the Association President and the employee.

Step Three

- A. Any appeal of a decision rendered by the Supervisor of Food Services shall be presented to the Assistant Superintendent for Human Resources within five (5) working days of the receipt of the written decision.
- B. The appeal shall be in writing and state the reason or reasons why the decision of the Supervisor of Food Service was not acceptable.
- C. The Assistant Superintendent for Human Resources shall meet with the President of the Association and the employee at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.
- D. The Assistant Superintendent for Human Resources shall give the decision in writing relative to the grievance within five (5) working days of the meeting with the President of the Association.

Step Four

Individual employees shall not have the right to process grievances at Step Four of the Grievance Procedure. In order for a grievance to be processed at this step, a majority approval vote of the officers of the Association must be secured.

- A. If the decision of the Assistant Superintendent for Human Resources is unsatisfactory, an appeal must be presented in writing within five (5) working days to the Superintendent.
- B. The written appeal must state the reason or reasons why the decision of the Assistant Superintendent for Human Resources was unsatisfactory.
- C. The Superintendent shall meet with the President of the Association at a time mutually agreeable to both parties, but no later than thirty (30) working days from the date of the receipt of the appeal.
- D. The Superintendent shall give a decision in writing relative to the grievance within ten (10) working days of the meeting with Association President.

Step Five

- A. If the decision of the Superintendent is unsatisfactory to the Association, an appeal may be heard by the Board of Education.

ARTICLE XIV
HOURS AND WORK WEEK

- A. Normal hours of work may vary. The Supervisor may, at his/her discretion, increase or decrease these limits as conditions dictate.
- B. Hours of employment for each individual Employee shall be determined by the Supervisor of Food Service. Review of an Employee's hours will be granted upon request.
- C. Time and one-half (1-1/2) will be paid for all time worked in excess of forty hours in one workweek.
- D. All work funded through Mason Public Schools will be reimbursed on a hourly basis at one and one-half (1-1/2) times the regular hourly wage if paid by an agency other than food service. Authorization from the Food Service Supervisor is needed to work extra time. No extra pay will be given unless extra time is worked.
- E. Double time will be paid for all hours worked on Sunday.
- F. Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.
- G. Special events that require an employee to be present will follow the seniority list at that location continuously each year. In the fall, the list will commence where it ended at the close of the previous school year.
- H. Break provision - breaks will be provided as follows:
 - 4 hours or more – ten minute break
- I. All food service employees assigned to kitchens shall be required to take a one-half (1/2) hour lunch break on the premises. The district will provide the lunch.
- J. Two (2) one-half (1/2) day workshops or one (1) full day workshop and/or kitchen preparation days will be conducted for food service employees. Employees will work and be paid for one-half (1/2) their regularly assigned hours.
- K. Elementary Food Service personnel shall be compensated one (1) hour regular pay for kitchen clean-up resulting from facility use if approved by the building administrator.
- L. An employee in a Class II position who fills a Class I position within that kitchen for an entire workday will receive Class I wages for the duration of time in the Class I position.

ARTICLE XV
SICK LEAVE AND FUNERAL LEAVE

- A. Ten (10) days of leave with pay, to be used for sickness or death, injury, or serious illness in the immediate family (spouse, children, parents, siblings, grandchildren or any other family member residing in the immediate household) or personal business as specified below will be granted to each employee July 1 of each year of this agreement. It is to be considered as granted on the basis of one day for each month of service during the year. In the event the employee does not serve the entire year, leave days will be allocated at one day for each full month of service. This leave may accumulate from year to year to an unlimited maximum number of days.
- B. Sickness, as used in this section, shall be construed as to include personal physical illness, emotional stress, disabling personal injury, exposure to a contagious disease, or serious illness or death in the employee's family. Funerals other than described above may be attended through use of a personal business day.
- C. Each year two of the sick leave days shall be granted for personal business days to take care of urgent business that cannot be otherwise transacted. The employee shall notify the Supervisor, in writing, at least three (3) days in advance, except in case of emergency the supervisor shall not be obligated to accept more than one application on any given day or days. The personal business day is not to be used the day immediately preceding or immediately following a vacation or holiday, except in case of an emergency. The personal business day can be used the day immediately preceding or immediately following a personal unpaid vacation day.
- D. Any employee drawing benefits under Workman's Compensation may elect to be reimbursed the difference between that compensation which is being received and the individual's regular salary to the extent of the monetary value of the accumulated paid leave days.
- E. If at the close of the preceding school year an employee shall not have used more than two (2) sick days (including personal business days) and shall have accumulated thirty (30) sick leave days, then, in the following year the employee shall be entitled to one (1) "earned day" to be taken at the employee's discretion upon previous notification of at least one (1) school day to the Supervisor of Food Services. The Supervisor of Food Services shall not be obligated to grant more than one (1) such application on any given day. Earned days shall be allowed to accumulate up to a maximum of five (5) days at the rate of one (1) day per year.
- F. Employees will be paid for up to two (2) snow days per year as specified by the State School Aid Act. The supervisor has the option to call in employees as necessary at their regular rate of pay.

ARTICLE XVI
HOLIDAYS

A. Employees will be paid for the following holidays even though no work is performed by the employee:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Friday before Labor Day	*Good Friday
Labor Day	Mid-Winter Break (1 Day)

*If school is in session and the employees must work on Good Friday, they will receive holiday pay plus their regular pay for the hours that are actually worked.

B. Employees who are off work due to illness the day before or after the holiday may be required to submit a physician's statement attesting to illness or injury or evidence of a funeral attended by the individual in order to receive holiday pay.

C. Double time will be paid for all hours worked on a holiday.

ARTICLE XVII
PAYROLL DEDUCTIONS/INSURANCES

As a service to employees, the district will make Payroll deductions. Anyone desiring this service should contact the payroll office.

Food Service employees may carry health insurance, dental insurance, and other insurances or participate in tax-sheltered annuities at group rates offered to the district. The payroll office will process payment for any of these programs. Payment arrangements should be made at the payroll office.

Term life insurance in the amount of \$8,000 with \$8,000 AD & D will be provided for each employee.

ARTICLE XVIII
NON-PAID VACATION

Employees may be granted unpaid vacation according to the following schedule upon proper notification to the supervisor:

First year	none
After first year through fifth year	2 days
Five or more years	10 days in any two (2) year period with option for supervisor to approve Five (5) additional days

No more than two (2) employees may be on vacation on the same day or days. Requests for vacation days will be honored on a first come first serve basis except where two (2) or more employees request the same day or days at the same time in which case seniority will prevail. Employees violating this provision will be subject to disciplinary action.

Years are based on years employed in the Mason Public Schools Food Service group only as of July 1. Employees having a seniority date falling between July 1 and January 31 shall be granted a full year experience for purposes of determining non-paid vacation days. Employees having a seniority date falling between February 1 and June 30 shall not receive credit for the fractional part of a year.

ARTICLE XIX **JURY DUTY**

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance for service, up to a period of thirty (30) days.

ARTICLE XX **TERMINAL LEAVE COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference. Also, in addition, in recognition of service to the district, each employee upon termination from the Mason Public Schools shall be paid a terminal leave payment of \$80 per year for each year of service to the district, provided the employee has been employed by the district in Food Service for at least ten (10) consecutive years. For each year in which the employee uses 50% or less of earned sick leave, an additional payment of \$90 per year shall be paid to the employee.

ARTICLE XXI **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

- A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the employer unless executed in writing between the parties hereto and the same has been ratified by the Association.
- B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.
- C. If any Article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

- D. The parties acknowledge that during the negotiations which 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.

Therefore, the Employer and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have with the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXII
BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties thereto, their successors and assigns.

ARTICLE XXIII
TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 2012.
- B. If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination, give notice. Such notice shall be in writing and it shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, either party may terminate this Agreement on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

**MASON PUBLIC SCHOOLS
FOOD SERVICE EMPLOYEES ASSOCIATION**

GRIEVANCE REPORT

Date Filed _____

Employee Name _____

Building _____ **Date Grievance Occurred** _____

Article of Contract Grievance Based On:

(use reverse side if required)

Remedy Requested: _____

Grievant Signature

Date

Association President Signature

Date

STEP TWO

A. **Date Received by Supervisor of Food Service** _____

B. **Disposition of Supervisor of Food Service** _____

Signature of Supervisor of Food Service / Date

C. **Position of Grievant and/or Association** _____

Signature of Grievant / Date

STEP THREE

A. **Date Submitted to Assistant Superintendent for Human Resources** _____

B. **Disposition of Assistant Superintendent for Human Resources**

Signature of Asst. Supt. for Human Resources /Date

C. **Position of Grievant and/or Association** _____

Signature of Grievant / Date

STEP FOUR

A. **Date Submitted to Superintendent** _____

B. **Disposition of Superintendent** _____

Signature of Superintendent / Date

C. **Position of Grievant and/or Association** _____

Signature of Grievant / Date

STEP FIVE

A. **Date Submitted to the Board** _____

B. **Disposition of the Board**

Signature of Board President / Date

SCHEDULE A

FOOD SERVICE

Classification

	<u>2011-12</u> (0%)
I	\$13.22
II	\$12.90

Probationary rates to be twenty cents (\$.20) less per hour

Longevity

Longevity pay shall be paid according to the following schedule with each step based upon the employee's total years of seniority within Food Service as of July 1 (employees having a seniority date falling between July 1 and January 31 shall be granted a full year experience for purposes of longevity pay; employees having a seniority date falling between February 1 and June 30 shall not receive credit for the fractional part of year). The longevity pay shall be added to the hourly base rate of the employee.

- After 5 years of service - \$.25 per hour
- After 10 years of service - \$.50 per hour
- After 15 years of service - \$.75 per hour
- After 20 years of service - \$1.05 per hour
- After 25 years of service - \$1.35 per hour

Pay Rate

Rate of pay shall be established at the beginning of the year and shall not be changed during the year.

Fringe Benefits

All fringe benefits stated in this contract shall start at first date of hire as a regular employee.

Laundry Provision

\$45.00 per month for elementary schools.

SIGNATURE PAGE

The effective date of this Agreement is July 1, 2011 and it shall remain in effect until June 30, 2012.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

MASON PUBLIC SCHOOLS

**MASON FOOD SERVICE
EMPLOYEES ASSOCIATION**

Superintendent

President

Asst. Superintendent for Human Resources

Vice President

Food Services Supervisor

Secretary

Treasurer