

AGREEMENT

between the

SPRINGPORT PUBLIC SCHOOLS

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO**

FOOD SERVICE BARGAINING UNIT

JULY 1, 2009 - JUNE 30, 2012

TABLE OF CONTENTS

ARTICLE I	1
PURPOSE	1
ARTICLE II	1
UNION RECOGNITION ~ UNION SECURITY ~ CHECK-OFF	1
Union Recognition	1
Union Security	1
Check-Off	3
ARTICLE III	3
NON-DISCRIMINATION	3
ARTICLE IV	3
RIGHTS OF THE BOARD OF EDUCATION	3
ARTICLE V	5
VISITATION	5
ARTICLE VI	5
STEWARDS	5
ARTICLE VII	5
SAFETY PRACTICES	5
ARTICLE VIII	6
JURISDICTION	6
ARTICLE IX	6
CONTRACTUAL WORK	6
ARTICLE X	6
DISCIPLINE OF STUDENTS	6
ARTICLE XI	6
SENIORITY	6
ARTICLE XII	8
TRANSFER AND PROMOTIONAL PROCEDURE	8
ARTICLE XIII	8
DISCIPLINE-DISCHARGE	8

ARTICLE XXVI 18
 MEETINGS 18

ARTICLE XXVII 18
 HOSPITALIZATION INSURANCE 18

ARTICLE XXVIII 19
 TERMINATION AND MODIFICATION 19

ARTICLE XXIX 20
 MISCELLANEOUS PROVISIONS 20
 Incentive Pay 22

SCHEDULE A 24

(c) The Board agrees that all present and future employees within the bargaining unit pay equally for benefits received, and assume their fair share of the cost of negotiating this Agreement, and all such employees shall either become and remain members in good standing, or they shall pay to the Union service fees which are established in accordance with Union procedures, but such amount shall not include any special increases or other requirements of the Union for special support from its members

1. Present employees not members of the Union on the effective date of this Agreement shall, on or before the fifty-first (51st) working day following the effective date of this Agreement, or the signing date of this Agreement, whichever is later, shall become members in good standing, or tender such fees as are set forth in Section (c) above. New employees hired after the effective date of this Agreement shall, on the fifty-first (51st) working day of employment, become members of the Union, or tender an amount equal to such fees as set forth in Section (c) above.

2. The Union shall accept such initiation fees and periodic dues, and if requested, shall accept into the membership each employee who becomes eligible to become a member of the collective bargaining unit, who tenders to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

3. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Board pursuant to this Article, and agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Union.

4. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the Board as a result of complying with this Article.

5. The Board agrees that upon hiring any new employee who is covered by this Agreement, the Board shall send a letter advising the Union of the name and date of hire of the new employee.

6. In the event an employee does not pay the membership dues or service fee directly to the Union or authorize payment through payroll deductions, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Union, deduct the dues or service fee from the employee's wages and remit same to the Union.

2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and the scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business, or school hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign the work force and to lay-off employees, but not in conflict with the provisions of this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations, and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions.

7. Determine the number and locations or relocations of its facilities, including the establishment or relocation of new schools, buildings, bus routes, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

8. Determine the placement of operations, productions, service, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

(b) The matters contained in this Agreement, and/or the exercise of any such rights of the Board, are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE VIII

JURISDICTION

Employees of the Board 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, provided there is no discrimination against the employees covered by this Agreement.

ARTICLE IX

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members.

ARTICLE X

DISCIPLINE OF STUDENTS

Food Service employees shall discipline students working in the kitchen for their misbehavior, and shall assist in the correction of any misconduct of students in the serving line and in the immediate proximity of the serving stations.

ARTICLE XI

SENIORITY

Section 1.

A Food Service employee, after being assigned a regular position, shall be on a probationary status for fifty (50) days, taken from and including the first day of employment. If at any time prior to the completion of the fifty (50) work day probationary period, the employee's work performance is unsatisfactory, he may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the first fifty (50) work days of employment shall work additional days equal to the number of days absent, and such employee such not have completed their probationary period until these additional days have been worked.

ARTICLE XII

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all permanent vacancies and newly created Food Service positions shall be posted on employee bulletin boards within fourteen (14) calendar days from the date of the vacancy, and the employees shall be given five (5) working days from the date of posting in which to make application to fill the vacant or newly created position.

(b) When all of the regular Food Service employees have either bid, or had the opportunity to bid on a vacant or newly created position, and a vacancy still exists, the vacancy shall be filled by the Employer.

ARTICLE XIII

DISCIPLINE-DISCHARGE

(a) Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. The employee has the right to defend himself against any and all charges. Among the causes which shall be deemed sufficient for dismissal, suspension or other disciplinary action, at the option of the Board, are the following, by way of illustration and not by way of limitation: being in possession or under the influence of drugs or alcoholic beverages while working; dishonesty; insubordination; unsatisfactory work performance; taking an unauthorized leave of absence; absent for three (3) consecutive working days without notifying the Board; violation of Board rules; or repeated tardiness or absenteeism.

(b) It shall be the Board's right to suspend a Food Service employee without pay up to three (3) days for any breach of discipline as determined by the Board or designated agent. This provision shall not limit the employee's right to file a grievance if such action is taken.

(b) Funeral Leave

Each employee shall be granted up to five (5) working days off with pay for a death of the employee's spouse, children, parents, or parents of the employee's spouse. Each employee shall be granted three (3) calendar days for the death of grandparents, grandchildren, brother or sister. Each employee shall be granted one (1) calendar day (the day of the funeral) for the death of the spouse of the employee's brother or sister, the employee's spouse's brother or sister, and the spouse of that brother or sister. Additional time off with pay and deductible from sick leave or emergency business leave, dependent on the reason for the extension, can be granted by the Employer, providing the employee can document to the Employer the need for additional time.

(c) Personal Business Days

Employees shall be granted up to two (2) days per year for personal business that cannot be conducted outside the employee's normal working hours. The unused days to be accumulated as sick leave. Employees shall make application orally or in writing to the Superintendent or his designee, and state the reason for the request, at least two (2) days in advance of the expected absence, unless it is impossible to do so, in which event the employee shall give as much advance notice as possible. An employee shall be charged a full day for any portion of a day taken as a personal business day.

Section 2. Unpaid Leave

(a) An employee who, because of illness or accident which is not compensable under the Worker's Compensation Law, is physically unable to report for work, and has exhausted all means of compensation from the Board, shall be granted a leave of absence for a period of time which shall not exceed twelve (12) months. A further leave may be granted at the discretion of the Board, provided the employee promptly notifies the Board of the necessity for such extension, and provided further that the employee 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 Board.

(b) Leaves of absence may be granted at the option of the Board for physical or mental illness, or prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

(c) Leaves of absence shall be granted at the option of the Board for a specified period of time for training related to an employee's regular duties in an approved educational institution.

ARTICLE XV

HOLIDAYS

(a) The Board shall pay the normal day's pay for the following holidays for each employee covered by this Agreement, even though no work is performed by the employee:

Labor Day
Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Day
One (1) Day during Spring Break (as scheduled by the Board)
Memorial Day

(b) If an employee is on sick leave on any of the above-named holidays, that sick leave day shall not be deducted from the employee's individual sick leave bank.

(c) Employees off sick on the day before or the day after the holiday may, at the discretion of the Board, be required to submit medical proof of illness to the Employer to receive holiday pay.

(d) To be eligible for holiday pay, the employee must work the last scheduled work day before and the first scheduled work day after the holiday. The last scheduled work day could be a day of leave or a sick day, if approved. Holiday pay for Head Cook and Cook shall be based on the average number of hours per day for each position for the first fifteen (15) scheduled meal days of the school year.

ARTICLE XVI

GRIEVANCE PROCEDURE

Definitions:

Section 1.

A "grievance" shall be an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

Section 2.

The time elements in the Steps can be shortened or extended upon mutual agreement. "Working days" shall be those days when school is in session, Monday through Friday.

(c) The Superintendent of Schools or his designate shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the Steward.

Step Three.

(a) If the decision of the Superintendent of Schools or his designee is unsatisfactory, an appeal must be presented in writing, within five (5) working days of receipt of the decision of the Superintendent of Schools or his designate, to the Board of Education.

(b) The written appeal must state the reasons why the decision of the Superintendent of Schools or his designate was unsatisfactory.

(c) The Board of Education shall meet with a Business Representative of the Union, the Steward and the grievant at a time mutually agreeable to them, but no later than twenty (20) working days from the date of the receipt of the appeal.

(d) The Board of Education shall give a decision in writing relative to the grievance within five (5) working days of the meeting in Step Three (c).

Step Four.

(a) If the Union is not satisfied with the disposition of the grievance by the Board of Education, then within ten (10) calendar days from the date of receipt of the decision rendered by the Board of Education, the grievance must be submitted to arbitration, or the grievance shall be deemed resolved on the basis of the Board of Education's disposition.

(b) The Union shall request the American Arbitration Association to submit a list of nine (9) persons. A Representative of the Union shall strike a name first, and thereafter, each party shall alternately eliminate one (1) name until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.

(c) The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The fees and expenses of the arbitrator shall be borne by the losing party. If no clear decision is rendered, then both parties will share the fees equally.

ARTICLE XVIII

REST PERIODS

Each employee covered by this Agreement shall be entitled to a fifteen (15) minute rest period each four (4) hours worked, to be taken at a time when it does not interfere with the hot lunch or breakfast program.

ARTICLE XIX

PHYSICAL EXAMINATION

Each Food Service employee covered by this Agreement shall annually be required to be given any immunizations, tests and exams as required by law or the Board. Arrangements will be made by the Employer for such, and payment for same will be made by the Employer, if by or through the prearranged source.

ARTICLE XX

NO STRIKE AGREEMENT

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by public employees, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike, or impose any sanction against the Board, and that any difference of opinion or dispute which may arise will be resolved by the methods provided herein, and will not be allowed to affect in any way the normal education afforded the children of the Springport School District.

The Board agrees not to lock out employees.

ARTICLE XXI

JOB-RELATED TRAINING AND TESTING

If employees are required to attend schooling to upgrade their skills, the Employer shall pay the cost of such related training.

Section 3.

If any Article or Section of this Agreement, or any supplements thereto should be held invalid by operation of law, or by any tribunal of 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. The parties shall reconsider any invalid or restrained portion of this Agreement through the operation of Article XXIX.

ARTICLE XXVI

MEETINGS

The Employer may hold a meeting with all of the employees covered by this Master Agreement at least once a month, in order that the employees may have the opportunity to discuss problem areas, and further, that the Board may have the opportunity to discuss any matters of concern.

When employees of this group are required to attend such meetings, they shall be compensated at their regular rate of pay for such time.

ARTICLE XXVII

HOSPITALIZATION INSURANCE

(a) Employees who work over four (4) hours a day (twenty [20] hours per week) in their classification will have, for nine (9) months (September through May), the amount of one hundred ten dollars (\$110.00) paid by the Board toward MEBS (CMM Plan) health insurance.

Employees who work less than four (4) hours a day (twenty [20] hours per week) in their classification will have, for nine (9) months (September through May), the amount of fifty-five dollars (\$55.00) paid by the Board toward the MEBS (CMM Plan) health insurance.

(b) Any increase in health insurance rates over the life of this Contract will be the responsibility of the employee.

(b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of the termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it 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 date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired. Notice of amendment of this Agreement may be terminated by either party on ten (10) calendar 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.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 324 -A, B, C, D, G, H, P, RA, S -AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer, addressed to the Springport Public Schools, 300 West Main Street, Springport, Michigan 49284.

(e) This Agreement shall continue in full force and effect until **June 30, 2012**.

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

Section 1.

All cases of accidents, injury or assault involving employees or students, growing out of the exercise of the employee's duties or school activities, shall be reported to the Superintendent promptly.

Section 2.

Complaints by parents or students pertaining to employees shall be called to the attention of the employee when in the judgment of the Superintendent or direct supervisor such information will be of help to all individuals concerned.

Section 6.

Each year the Board shall pay up to seventy-five dollars (\$75.00) toward the purchases of working apparel for each Food Service employee. The style of the working apparel, and the color and supplier, shall be selected by the Board. Each employee shall be responsible for the care and cleaning of the garments.

Section 7. Incentive Pay

For each full semester that an employee has perfect attendance (i.e. no sick days, use of only one [1] personal business day, or other unpaid absences) he/she receives a one hundred seventy-five dollar (\$175.00) lump sum payment. If that same employee has perfect attendance for both semesters, they shall receive a total of three hundred fifty dollars (\$350.00). Jury duty leave and funeral leave shall not be counted as days of absence for purposes of qualifying for incentive pay. A suspension without pay shall be counted as an absence unless the suspension is reversed through the Grievance Procedure.

Section 8.

(a) The Food Service supervisor will be responsible for contacting substitutes when regular Food Service employees are absent.

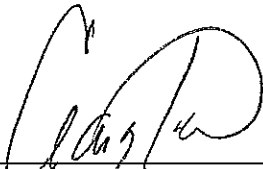
(b) Job descriptions for Food Service supervisor and all Food Service employees will be posted when completed and/or updated..

Section 9.

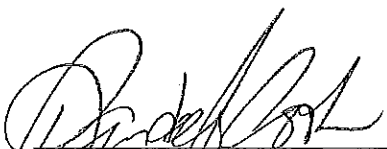
A clothing allowance in the amount of one hundred twenty-five dollars (\$125.00) each year of this Agreement will be paid the first (1st) day of work. Newly hired employees will not receive this benefit until the start of their second (2nd) year of employment.

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

**SPRINGPORT PUBLIC SCHOOLS
BOARD OF EDUCATION**



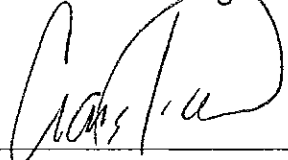
Board President



Superintendent

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO**

Business Manager



President

Recording-Corresponding Secretary

Chief Steward

Business Representative

LL/tjf
opeiu42afl-cio
Springport Food Service 2009-2012
10/08/09