

AGREEMENT

between

PORTAGE PUBLIC SCHOOLS

8111 S. Westnedge Avenue  
Portage, Michigan 49002

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

FOOD SERVICE BARGAINING UNIT

July 1, 2009 – June 30, 2012

## TABLE OF CONTENTS

ARTICLE I - PURPOSE.....	1
ARTICLE II - UNION RECOGNITION.....	1
ARTICLE III - UNION SECURITY.....	1
ARTICLE IV - CHECK-OFF.....	2
ARTICLE V - NON-DISCRIMINATION.....	3
ARTICLE VI - MANAGEMENT RIGHTS.....	3
ARTICLE VII - JURISDICTION.....	4
ARTICLE VIII - STEWARDS.....	4
ARTICLE IX - DISCIPLINE-DISCHARGE.....	4
ARTICLE X - SENIORITY.....	5
ARTICLE XI - GRIEVANCE PROCEDURES.....	6
ARTICLE XII - COMPENSATION.....	7
ARTICLE XIII - VACANCIES AND PROMOTIONS.....	9
ARTICLE XIV - ATTENDANCE PAY.....	10
ARTICLE XV - HOLIDAYS.....	11
ARTICLE XVI - LEAVES.....	11
ARTICLE XVII - CONTINUITY OF OPERATIONS.....	16
ARTICLE XVIII - BULLETIN BOARDS.....	16
ARTICLE XIX - UNIFORM ALLOWANCE.....	16
ARTICLE XX - SPECIAL CONFERENCES.....	17
ARTICLE XXI - MISCELLANEOUS PROVISIONS.....	17
ARTICLE XXII - TERMINATION AND MODIFICATION.....	18
SALARY SCHEDULE.....	20
EMPLOYEE RETENTION AND PROFIT SHARING PLAN.....	21

LETTER OF AGREEMENT ..... 22  
PROCEDURE FOR FILLING FOOD GROUP POSITIONS WITH SUBSTITUTES ..... 23  
ATTENDANCE POLICY ..... 25

## **A G R E E M E N T**

This Agreement, made and entered into on July 1, 2009, by and between Portage Public Schools (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO (hereinafter referred to as the "Union") its officers, agents, successors and assigns.

### **ARTICLE I**

#### **PURPOSE**

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

Wherever reference is made to gender in the Agreement, the same shall be interpreted and construed as including both female and male.

### **ARTICLE II**

#### **UNION RECOGNITION**

The Employer hereby recognizes the Union 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, hours, employment and other terms and conditions for employment.

The term "employee" as used herein shall include all persons performing work in the following classifications of the Employer:

All regularly scheduled full and part-time food group employees.

### **ARTICLE III**

#### **UNION SECURITY**

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty-one (31) calendar days of the effective date of the Agreement or within thirty-one (31) calendar days of the date of

hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union.

If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

The Employer agrees that, upon hiring any new employees who are covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and social security number of the new employee. The steward shall be given a list at the end of each month of the employees who have hired, terminate, or who have gone on leave during the month.

#### **ARTICLE IV**

#### **CHECK-OFF**

The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fees and union dues or Service Fees. Such dues or fees, accompanied by a list of employees (including the social security numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was

made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth of the month following the month in which such deductions were made.

Such dues, as and when deducted, shall be kept separate from the Employer's general funds, and shall be deemed trust funds.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International and the Local #324 IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local #324 of the International Union of Operating Engineers, ALF-CIO.

## **ARTICLE V**

### **NON-DISCRIMINATION**

The Employer and the Union 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, religion, sex, age or national origin. If a new or revised job or position shall be created by the District, the Union will be notified and the Union can request a meeting with District representatives if the Union has any questions in regards to the new position.

## **ARTICLE VI**

### **MANAGEMENT RIGHTS**

The School, on its own behalf and on behalf of the electors of the 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 Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system. The School has the right to maintain order and efficiency: to hire; to direct the work force; to determine the number of employees; to assign work to, and to transfer employees; to discipline, suspend and discharge for just cause; to lay off employees because of lack of work and to recall employees when increasing the work force; to require employees to observe rules and regulations. These rights may be exercised even though resulting in transfer, reclassification or elimination of some employees. The exercise of these powers, rights, authority, duties and

responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE VII**

### **JURISDICTION**

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergencies. The Supervisor shall continue to perform all duties consistent with past practice.

## **ARTICLE VIII**

### **STEWARDS**

- A. Employees may be represented by one (1) chief steward and designated assistant stewards whose identity shall be made known to the Employer.
- B. The chief steward shall be supplied the following information within the first week of a new hire's employment: Name, Address, Classification, Job Assignment, and Shift Assignment.

## **ARTICLE IX**

### **DISCIPLINE-DISCHARGE**

When the Employer feels disciplinary action is warranted, such action must be initiated as soon as possible from the date of the occurrence of the condition giving rise to the action or as soon as possible after the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

- A. Notice of Discharge, Suspension or Discipline:

The Employer agrees that upon the discharge, suspension, or discipline of an employee, to notify, in writing, the designated chief steward and Union office of the discharge, suspension or discipline as soon as possible of the action being taken.

## ARTICLE X

### SENIORITY

- A. A newly hired employee shall be on a “probationary status” for sixty (60) **working** days, taken from and including their first day of employment. A probationary employee’s employment may be terminated at any time during the probationary period with or without cause and neither the employee so involved nor the Union shall have recourse to the Grievance Procedure over any discipline or discharge which occurs during the probationary period. Probationary employees who are absent on a scheduled work day, or who serve their probationary period during a period in which their job is not operative, shall work additional days equal to the number of days that the employee was absent, or equal to the number of days that the job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.

Probationary employees shall not bid or be awarded an additional bid until successful completion of their probationary period. Probationary employees will not be cross trained during their probationary period. Probationary employees shall not be eligible for holiday pay until successful completion of their probationary period.

- B. Upon satisfactory completion of the probationary period, the employee’s seniority shall be retroactive to the employee’s date of hire.
- C. An employee not having enough seniority to work will be on layoff status. Employees on layoff status will remain on the inactive payroll for six (6) months and during this period will be considered (in order of seniority) for any openings that might become available. Refusal to accept an assignment will result in termination of employment and loss of service with the School. A laid off employee will be terminated at the expiration of the six (6) month period.
- D. Employees who are assigned work outside of their regular classification as a result of a layoff will be returned to their regular classification, if work becomes available, in the reverse order of departure. While this procedure is being followed, it is not necessary to post those jobs affected by the layoff process.



## ARTICLE XI

### GRIEVANCE PROCEDURES

A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.

Procedure:

Step 1. An employee having a grievance may present it orally to his/her supervisor. In the event an employee desires that his/her steward be present, he/she shall make his/her request through the supervisor, and the supervisor shall send for the steward. In the event the grievance is not settled orally by the supervisor, the steward shall submit the grievance in writing to the supervisor within three (3) working days from the oral presentation. The employee and the steward shall sign the grievance form. The grievance form must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation of the Agreement, and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing within three (3) working days.

Step 2. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Food Group Manager within five (5) working days of the date of receipt of the written decision of the supervisor. The appeal shall state the reason or reasons why the decision of the supervisor was not satisfactory. The Food Group Manager shall meet with a Business Representative and steward of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal. The Food Group Manager shall then give a decision in writing to the Business Representative or steward within five (5) working days of the meeting.

Step 3. Any appeal of a decision rendered by the Food Group Manager shall be presented in writing to the Assistant Superintendent of Operations within five (5) working days of the date of receipt of the written decision of the Food Group Manager. The appeal shall state the reason or reasons why the decision of the Food Group Manager was not satisfactory. The Assistant Superintendent of Operations shall meet with a Business Representative and steward of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal. The Assistant Superintendent of Operations shall then give a decision in writing to the Business Representative or steward within five (5) working days of the meeting.

Step 4. If the appealing party is not satisfied with the disposition of the grievance by the Assistant Superintendent of Operations, then within fifteen (15) calendar days from the date of

receipt of the decision, the grievance may be submitted for mediation. Selection of the mediator will be consistent with the policies of M.E.R.C. or F.M.C.S. The meeting will be held at a time called by the mediator.

Step 5. If the appealing party is not satisfied with the recommendation of the Mediator, the grievance may be submitted to Arbitration.

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an Arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the Federal Mediation and Conciliation Service for a list of Arbitrators.
- B. The Arbitrator shall not have jurisdiction to add 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.
- C. The per diem fees of the Arbitrator shall be borne equally by both parties.
- D. The Arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- E. The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Employer and the Union.

## **ARTICLE XII**

### **COMPENSATION**

Section 1. The wages of food service employees covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement.

Section 2. Employees will be paid an hourly rate in accordance with the wage schedule for all hours worked. The work schedule will be determined by the Director of Food Service.

All employees who are scheduled to work four (4) or more continuous hours will be entitled to a duty free, uninterrupted lunch period of thirty (30) minutes or less for which the employee will not be paid. The lunch period must be scheduled so as not to conflict with the School lunch program. Lunches will be provided to the bargaining unit employees in as much as it is necessary for the employee to remain within the work area during such unpaid lunch period.

All employees scheduled to work five (5) or more continuous hours shall be entitled to a fifteen (15) minute break period which shall be paid. Said break period will be taken so as not to conflict with the School lunch program.

Section 3. An employee must work 164 scheduled work days each year to qualify for the next step on the salary schedule. Step increases where applicable will be changed only at the beginning of each school year.

A. An employee assigned to a kitchen at either Portage Central or Portage Northern must work 160 scheduled work days each year to qualify for the next step on the salary schedule.

Section 4. Overtime pay shall be governed by the following:

A. One and one-half ( $1 - \frac{1}{2}$ ) times the regular hourly rate shall be paid for time above forty (40) hours worked in any one (1) week, Monday through Friday, provided the time is approved by the Director of Food Services. Holidays as defined, and the Teacher In-Service days, will be counted as hours worked in the computation of overtime when these days fall during a week in which lunches are being served to students.

B. Employees who work in excess of eight (8) hours a day shall be entitled to overtime pay for such additional work.

C. One and one-half ( $1 - \frac{1}{2}$ ) times the regular hourly rate shall be paid for hours worked on Saturday if approved or assigned by the School provided the employee worked his/her regular scheduled hours the previous five (5) working days. Sick leave hours will be counted as hours worked.

D. Two (2) times the hourly rate shall be paid for hours worked on Sundays or holidays if approved or assigned by the School.

E. When the Employer places an employee temporarily in a more responsible position which lasts more than ten (10) working days, the employee will be paid the comparable step in the new salary range from the first day of the assignment.

F. An employee who reports to work prior to 6:00 a.m. and is not notified of a "no staff report day" will receive two (2) hours of pay. (This is applicable to individual building closings—closure resulting from a snow day is covered by the following provision.)

- G. Employees will receive three (3) days' pay for normally-scheduled hours in the event that the District is closed as a result of a "snow day." Additional snow days in excess of the three (3) per year shall not be with pay.
- H. Additional work hours created by a staffing shortage or other employees being on a leave of absence which are filled on a temporary basis will be first offered on said temporary basis to existing staff within a building in seniority order provided that such does not result in overtime. Such additional temporary assignments will not be utilized by the School District when calculating an employee's eligibility for and payment of paid leaves and/or holidays.
- I. Overtime opportunities will be first offered to the most senior qualified employee in said building. Other qualified employees in said building will then be offered overtime opportunities by seniority if the most senior qualified employee is unavailable or turns down said overtime opportunities. If employees in said building are unavailable or are not desirous of said overtime opportunities then the School District may assign the remaining and available overtime opportunities.

## ARTICLE XIII

### VACANCIES AND PROMOTIONS

Section 1. Whenever any vacancy occurs during the normal school year, the employer shall publicize the same by posting a notice in each building for three (3) consecutive work days. Whenever a vacancy occurs during the summer break period, the Employer shall publicize the same by posting a notice just outside the Food Service Department office for a period of seven (7) calendar days. In addition, the Union Steward and/or his/her designee shall be personally contacted and notified of said posting. In addition, said posting shall be placed on the School District's web site for seven (7) calendar days.

Those employees wishing to apply for the said position must inform the Supervisor of Food Services by signing the posting within the same three (3) day period. Interested employees shall sign their names to the posting within the three (3) day posting period. The job will be awarded based on skills, work record and seniority. When qualifications are deemed to be equal, the most senior employee will be appointed to the position.

All postings will stay up during the entire posting period so that interested employees are aware of other individuals who have indicated the desire for a position.

Section 2. An employee assigned a position of less than four (4) hours may request a transfer to a like assignment in another building by May 15 of each year. Consideration will be given to all requests provided openings are available effective at the beginning of the next school year. Such requests must be made in writing and submitted to the Food Services Supervisor.

Section 3. When the employee is temporarily transferred to a more responsible position on a long-term basis, the employee shall accrue paid leave time from the first day of said assignment. For the purpose of this paragraph, a long-term temporary transfer shall be at least thirty (30) working days.

Section 4. The District is still having difficult in getting employees to work the one (1) shift at PCEC that runs from 2:45 p.m. until 6:45 p.m. The District proposes that such position be posted and that employees be allowed to bid on said position provided that the assignment to such job does not take them into an overtime situation. The successful employee who gets the one (1) assignment at PCEC from 2:45 until 6:45 shall receive in addition to the regular pay an additional payment of \$10.00 for each said four (4) hour assignment at PCEC.

## **ARTICLE XIV**

### **ATTENDANCE PAY**

In line with prior contractual changes, an employee hired as a regular employee prior to October 1<sup>st</sup> who remains with the School the entire work year and works one hundred sixty-nine (169)\* or more days shall be eligible to receive one (1) week of attendance pay. (For the purpose of this provision, paid time off shall be counted towards the required number of days.) No employee will be permitted to take time off from work for vacation purposes while school is in session without prior written approval from the Director of Food Services. If an employee violates this condition, he/she will forfeit all claim to the attendance pay.

\*(161 days for those working at the high school.)

Attendance pay will be computed on the basis of forty (40) hours times regular hourly rate. Part-time employees will have their vacation prorated according to the number of hours normally worked times regular hourly rate.

Attendance pay will be included in employee's last check of the school year.

## ARTICLE XV

### HOLIDAYS

Regular full-time employees shall be paid for the following holidays provided they fall within the regular work week, Monday through Friday. In order to be eligible for holiday pay, the regular full-time employee must work the scheduled day preceding the holiday and the scheduled day following the holiday. If an employee utilizes sick leave either the day before a holiday or the day following a holiday, he/she must present to his/her supervisor a signed medical certificate of need for sick leave utilization before becoming eligible for holiday pay.

1. Memorial Day
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Spring Friday

Part-time employees shall receive holiday pay prorated according to the number of hours regularly worked, provided they meet the same conditions as required of regular full-time employees.

Spring break and all conferences shall be counted as days worked for the purpose of computing holidays and holiday pay.

Employees assigned to PCEC shall be eligible to receive holiday/snow day pay in addition to their normal hourly pay due to the fact that they must work at PCEC at times when other employees are not required to work.

## ARTICLE XVI

### LEAVES

#### Section 1. Sick Leave and Allied Leave

- A. Each employee absent from work on account of personal illness (not job-related) shall be allowed sick leave with full pay pursuant to the following:

1. Regular employees shall be credited with one (1) sick leave day per month up to a total of ten (10) sick leave days per year. Sick leave credits shall be accumulated each year starting with the month of September through the month of June. New employees may not use more than three (3) said days their first year of employment.
  2. Sick leave credits shall be credited and accumulated based upon regular scheduled hours (i.e. if the full-time employee is scheduled to work six (6) hours a day, then sick leave shall be credited and accumulated based on such six (6) hours. Later, sick leave usage shall be based on the regular schedule of hours worked at the time sick leave is needed and utilized.)
  3. New employees hired for regular positions will be credited with sick leave from their last hiring date upon satisfactory completion of their probation period.
- B. If an employee has been absent from work more than three (3) consecutive days because of illness (physical or mental) the employer may request that the employee provide verification of illness from a physician.
- If an employee is absent for more than five (5) separate occurrences per year, he/she may be counseled by the Director of Food Services and physician statements may be required for future absences.
- C. The amount of sick leave which the employee may use for illness in the immediate family (as defined below) shall be limited to five (5) days per year provided the employee has the time in his/her sick leave bank.
- Immediate family is defined as mother, father, husband, wife, children, mother-in-law, and father-in-law. The members of the immediate family must be dependent upon the employee for financial support and/or care.
- D. Each employee shall be entitled to the unused portion of each year's sick leave which shall be available to him/her in future years. Upon termination of employment, all accumulated sick leave benefits shall be void.
- E. PCEC twelve (12) month employees shall be paid twelve (12) sick days per year.

Section 2. Funeral Leave

An employee absent because of death in the immediate family (as defined below) will be permitted to take with full pay up to three (3) days of actual time lost from normally scheduled work during the period between the death and the day of the funeral; unless the location of the funeral is more than two hundred (200) miles from the School District; then one (1) of the three (3) days may be used for travel time providing:

- A. That such absence shall be reported to the School on the first day,
- B. That the absences are taken and used for the purpose of attending the funeral or other services customarily practiced in connection with such death,
- C. That the School may request such proof as it may desire for any of the above.

The immediate family is defined as mother, father, husband, wife, children, brother, sister, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law and grandchildren.

Up to one (1) day with pay shall be granted when death occurs in the non-immediate family for the day of the funeral only.

Up to one (1) sick day per year may be utilized for the funeral of a friend.

Section 3. Business Leave

Each employee shall be allowed, with full pay, up to two (2) days per year for business leave. An employee who attends the scheduled "Opening Staff Meeting" will be eligible for an additional day per year of business leave.

Absences for personal business leave shall be for personal obligations which cannot be scheduled at any other time except during the employee's work day. Business leave may not be used for the following reasons which are not intended to be all inclusive but may be sued as a guide: shopping trips, job interviews, recreational pursuits and extensions of vacation or holidays. In general, doctor, dentist and legal appointments which cannot be scheduled at other times are acceptable uses of business leave. These paid days may not be taken on days when the food group is not in operation. Requests for the use of these days must be made at least five (5) days in advance and must be approved by the Food Group Manager who will grant approval based upon staffing considerations.



An employee who attends all scheduled professional development days shall receive an additional day of business leave which can be taken during the following school year. An employee can take such earned personal day without being required to give a reason for the use of the personal day to the Food Group Manager or his/her designee. Such request for use of this personal day must be made at least five (5) days in advance and must be approved by the Food Group Manager or his/her designee and can only not be approved if based upon staffing considerations.

Business leave must be approved by the Food Group Manager or person designated by him/her prior to the leave date except in extreme emergencies. An employee absent without approval will be subject to disciplinary action.

Those employees employed less than seven and one-half (7 - ½) hours per day will receive prorated business leave according to the average number of hours regularly scheduled each week. An employee hired after the starting of school in August will receive prorated business leave for which they are eligible.

#### Section 4. Special Leave

Leaves with pay and not chargeable against sick leave or business leave allowances are as follows:

- A. Absence when an employee is called for jury duty, except the School will pay only the difference between the per diem rate of the employee and the amount received for jury duty.
- B. Court appearances when the Food Service employee is called as a witness on behalf of the School. The School will pay only the difference between the per diem rate of the employee and the amount received for services as a witness. This Section shall not be in effect in any case which an employee brings suit against the School.

#### Section 5. Leave of Absence Without Pay

An employee on a leave of absence without pay is considered on the inactive payroll and, as such, is not entitled to the benefits under this contract. An employee who fails to return to work from a leave on or before the expiration date will be terminated.

- A. Any employee whose personal illness (physical or mental) extends beyond the period compensated by sick leave may be granted a leave of absence without pay and fringe benefits for such time as may be necessary for complete recovery from such illness

except the limit of such leave shall be one (1) year from the last day the employee worked. The School may require verification from a competent medical authority of the School's choice as to the need of employee for such extended leave.

Application for leave of absence must be submitted to the Director of Food Services' office for approval prior to the starting date of such leave.

Upon return from illness leave of absence, the School shall have the right to require verification from a competent medical authority of the School's choice as the employee's fitness to return.

- B. An employee who becomes pregnant must notify the Human Resources office as soon as her pregnancy is confirmed. She must present a physician's statement setting forth the anticipated date of birth and stating that she is fully capable of performing all of the duties and functions of her position without jeopardy to herself or to her unborn child. With her doctor's permission, the employee may work in her present capacity on the same basis as any other employee.

After cessation of pregnancy and upon presentation to the Human Resources office of a physician's statement indicating that the employee is able to return to work, the employee shall be permitted to return to her former position. A maternity leave of absence may be extended for an employee filing a request at least thirty (30) days prior to her scheduled return date provided that said request is accompanied by a physician's statement setting forth the medical necessity for such extension. Maternity leaves of absence may not be extended for a period of time greater than one (1) year from date of cessation of pregnancy.

If the expiration date falls during a period of time the employee does not work (i.e., summer), the leave will continue until the employee is asked to report by her supervisor. Failure to report as scheduled or to comply with any of the above provisions will result in termination of employment.

Section 6. Any situation which might arise concerning leaves, which is not referred to in this Agreement, shall be left to the discretion of the Superintendent of Schools. However, such leaves shall be considered leaves of absence without pay.

Section 7. An employee who requires a leave of absence for a non-work related illness or injury, or is required to care for an immediate family member as defined by the "Family Medical Leave Act" or for the purpose of adoption, may receive up to twelve (12) weeks of leave, either intermittent continuous, in accordance with the provisions of the "Family Medical Leave Act."

## **ARTICLE XVII**

### **CONTINUITY OF OPERATIONS**

The Union agrees that during the term of the Agreement and while negotiations are in progress on the successor Agreement, it shall not direct, instigate, participate in, encourage, or support any interruption of work or other concerted action against the School by any Food Service employee or any group of Food Service employees. Participation in any interruption of the School program brought about either by the actions of the Union or individuals or groups within the Union shall be cause for discipline of the participants by the Employer up to and including discharge. The Employer agrees not to lock out employees during the same.

## **ARTICLE XVIII**

### **BULLETIN BOARDS**

The Employer will allow for this local Union to use portions of bulletin boards for Union communications.

## **ARTICLE XIX**

### **UNIFORM ALLOWANCE**

The style and color of uniforms shall be mutually agreed upon by the Employer and employees. All regular food service workers will be provided with two (2) shirts prior to the start of the school year. Probationary workers will not be provided with shirts unless they choose to personally purchase the shirts.

The District will provide \$100 each year towards the cost of slacks and \$40 per year towards the cost of safety shoes. Said allotments shall be paid as reimbursements as in the past. Effective as of the date of ratification, all employees must wear safety shoes while on the job.

Employees in the first year of employment shall receive a uniform allowance of \$50 per each half year.

## ARTICLE XX

### SPECIAL CONFERENCES

The Employer and the Union will meet when requested by either party to discuss issues related to Food Service operations.

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

Section 1. This Agreement shall supersede any rules, regulations or practices of the School which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and considered part of the established policies of the School.

Section 2. A sufficient number of copies of this Agreement shall be given to the Union so that each employee may have a copy.

Section 3. If any Article or Section of this Agreement shall be found to be contrary to the existing law, this shall not invalidate any of the other Articles or Sections of this Agreement.

Section 4. The Union recognizes the right of the School to require physical examinations, as prescribed by the School, to be on file in the School personnel files. The School shall pay for such required physical if performed by a doctor designated by the School.

Section 5. Union members shall be given time off to attend two (2) Union meetings per year. They may leave their work stations at 2:30 p.m. on those occasions.

Section 6. Employees required to use their personal vehicle in the exercise of their duties shall be reimbursed for their mileage at the Internal Revenue Service's standard rate.

Section 7. At least one (1) person in each kitchen will receive sanitation, health and safety training at his/her regularly hourly rate of pay.

## ARTICLE XXII

### TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 2012. The parties have agreed that there will be a wage reopener for the 2010-2011 school year as well as the 2011-2012 school year.
- B. If either party desires to terminate this Agreement, it shall ninety (90) 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 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) days written notice prior to the current anniversary of termination.
- C. If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent anniversary date of termination give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be 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, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302 and if to the Employer addressed to Portage Public Schools, 8111 S. Westnedge Avenue, Portage, Michigan 49002, or to any other such address the Union or Employer may make available to each other.
- E. The effective date of this Agreement is July 1, 2009.

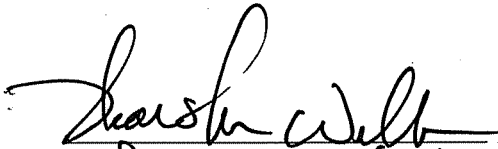
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

PORTAGE PUBLIC SCHOOLS  
8111 S. Westnedge Avenue  
Portage, MI 49002

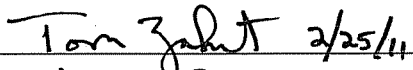
INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 324,  
324- A, B, C, D, G, H, P, RA, S -  
AFL-CIO  
500 Hulet Drive  
Bloomfield Township, MI 48302

  
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John M. Hamilton  
General Vice President and Business Manager

  
Supt. 3/20/11

\_\_\_\_\_  
Steve Minella  
President

  
Director of Human Resources

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Dan Ringo  
Recording-Corresponding Secretary

mrb/opeiu42afl-cio

2009-2010

**FOOD GROUP – LOCAL #324**

**SALARY SCHEDULE**

**Within the extent of this Agreement, there will be a Wage Reopener annually.**

<b>G-1</b>	<b>Food Service Worker</b>	<b>Rate</b>
	Step 1.0	\$8.87
	Step 2.0	\$9.22
	Step 3.0	\$9.59
	Step 4.0	\$9.77
	Step 5.0	\$9.99
<b>G-2</b>	<b>Satellite Base Worker</b>	<b>\$10.83</b>
	<b>Elementary Cook</b>	
<b>G-3</b>	<b>Head Cook</b>	<b>\$11.83</b>
<b>G-4</b>	<b>Satellite Base Head Cook</b>	<b>\$12.75</b>
	<b>Middle School Lead Person</b>	
	<b>PCEC Lead Person</b>	
<b>G-5</b>	<b>High School Lead Person</b>	<b>\$13.65</b>
<b>G-6</b>	<b>Satellite Base Lead Person</b>	<b>\$14.16</b>

**EMPLOYEE RETENTION AND PROFIT SHARING PLAN**  
**2009-2010, 2010-2011, 2011-2012**

For the 2010-2011, 2011-2012 and 2012-2013 school years, the Food Service profits (if any) will be shared with Food Group eligible employees as follows:

1. Profit is defined as audited income over expenses as determined by the independent auditors of the District.
2. If the Food Services operation of the School District has an audited profit in excess of \$45,000 resulting from operations in the 2009-2010, 2010-2011 or 2011-2012 school years, the District will create a bonus fund of \$20,000. For the 2009-2010 school year, said bonus fund shall be paid out to all members of the bargaining unit on or before October 1, 2010, who worked the entire 2009-2010 school year or those who were hired before November 1, 2009, and then completed the remainder of the school year. For the 2010-2011 school year, said bonus fund shall be paid out to all members of the bargaining unit on or before October 1, 2011, who worked the entire 2010-2011 school year or those who were hired before November 1, 2010, and then completed the remainder of the school year. For the 2011-2012 school year, said bonus fund shall be paid out to all members of the bargaining unit on or before October 1, 2012, who worked the entire 2011-2012 school year or those who were hired before November 1, 2011 and then completed the remainder of the school year.
3. Each eligible employee shall be paid their portion of the bonus fund based upon sharers which have been allotted pursuant to the following year.

5 years	1 share
6-10 years	2 shares
11-15 years	3 shares
16-20 years	4 shares
21-25 years	5 shares
26-30 years	6 shares
31-35 years	7 shares



**LETTER OF AGREEMENT**

It is agreed between the parties the PCEC Manager shall be a year around position. As a result of it being a year around position, the position will receive two (2) weeks paid vacation time and the Fourth of July Holiday.

When the incumbent in said position completes his/her 7<sup>th</sup> year with the District, he/she shall be entitled to three (3) weeks paid vacation the following year. When the incumbent completes his/her 15<sup>th</sup> year with the District, he/she will be entitled to four (4) weeks paid vacation the following year.

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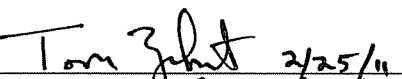
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## **PROCEDURE FOR FILLING FOOD GROUP POSITIONS WITH SUBSTITUTES**

The Contract reads in Article 12, Section 4, paragraph H as follows:

“Additional work hours created by a staffing shortage or other employees being on a leave of absence which are filled on a temporary basis will be first offered on said temporary basis to existing staff within a building in seniority order provided that such does not result in overtime. Such additional temporary assignments will not be utilized by the School District when calculating an employee’s eligibility for and payment of leaves and/or holidays.”

Article 12, Section 4, paragraph I reads as follows:

“Overtime opportunities will be first offered to the most senior qualified employee in said building. Other qualified employees in said building will then be offered overtime opportunities by seniority if the most senior qualified employee is unavailable or turns down said overtime opportunities. If employees in said building are unavailable or are not desirous of said overtime opportunities then the School District may assign the remaining and available overtime opportunities.”

The application of these two (2) paragraphs as they relate to calling substitutes for all Food Group positions, regardless of building and time of shift, will be practiced in this manner:

When a position needs to be filled for any reason (examples: open position, sick employee, etc.), the Food Group office staff will:

1. Consider first if there are any qualified employees (trained in that level of position and trained in that location) from the same building who are not already working during the hours that are needed. If other employees can be called in to cover hours before or after their regular shift, that will be done first, provided the additional hours do not allow the employee to work over forty (40) hours.
2. If there are permanent employees from the Union that are qualified (trained in that level of position and trained in that location) and available for remaining hours, attempts will be made to contact them. If immediate contact cannot be made, a message will be left, when possible, and the next senior person will be called.
3. If no permanent employees are interested or available, then qualified substitute employees will be called.

4. If there are still hours available, the Food Service Director and Cook Manager will determine if the position is vital and that it be covered. If the building can work temporarily without the position filled, hours will be unassigned. If the position must be filled, a temporary reassignment may be made using another employee already working.

**\*\*NOTE:** Steps 1-4 will all be offered at the regular rate of pay.

5. If the position must be filled, and there are employees available that previously turned down the opportunity to work, overtime will be offered to employees in order of steps 1-3 above.

## ATTENDANCE POLICY

It is recognized that good attendance by all employees is an essential part of the success of the Food Group. You are expected to be punctual and regular in attendance. Any tardiness or absence causes a hardship for your co-workers and supervisor. When you are tardy or absent, others must assume your workload, just as you must assume the workload of others who are tardy or absent. An occurrence will not be charge when using/requesting PBL days appropriately, Funeral Leave, Jury Duty, Workers Comp Time Off, or extended Medical Leaves. We will comply with all FMLA provisions.

The Following occurrences will be charged and recorded in the employee record:

- Each tardy will be one-half ( $\frac{1}{2}$ ) occurrence. If you have four (4) tardies (2 occurrences) in one month, the count will change to 1 tardy = 1 occurrence. (If an employee reaches the level of one tardy equals one occurrence, they can revert to the schedule of one tardy equals one-half [ $\frac{1}{2}$ ] occurrence if they go one [1] full month without any tardies.
- If a person is sick for three (3) consecutive days, it will be counted as one (1) occurrence. Starting the fourth (4<sup>th</sup>) day, each consecutive day following will be counted as an additional occurrence without a supporting doctor's note.
- Each time a PBL request is made less than five (5) days prior to the requested time, one (1) additional occurrence will be charged. Emergency situations that cannot be given 5 days ahead will not be charged the additional occurrence.
- Each time an employee fails to personally call the main office one (1) hour prior to a scheduled shift time will be charged an additional one (1) occurrence.

Each employee is scheduled for a specific start time. You are expected to be at your workstation with hairnet on, hands washed and ready to work by the time scheduled. You will be considered tardy if you are not checked in before your scheduled start time and ready to work at your scheduled time.

The following disciplinary actions will be taken for progressive discipline:

5 <sup>th</sup> Occurrence	Verbal Warning
6 <sup>th</sup> Occurrence	Written Warning
7 <sup>th</sup> Occurrence	Two (2) Day Unpaid Suspension

8 <sup>th</sup> Occurrence	Termination
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Employees who have successfully worked three years with a total of 6 occurrences or fewer (average of two [2] per year) will be granted two additional occurrences before the warnings begin.

Probationary employees are expected to have no absences or tardiness during probation. One (1) occurrence will result in a written warning; the second will result in a termination. First year employees will have the following progressive discipline:

1 <sup>st</sup> Occurrence	Written Warning
2 <sup>nd</sup> Occurrence	Two (2) Day Unpaid Suspension
3 <sup>rd</sup> Occurrence	Termination

All progressive discipline set forth in this policy shall be based on a twelve (12) month rolling period.

In an effort to allow employees to rebuild a poor attendance record, we will allow one (1) occurrence to be removed from the count after four (4) working months (eight [8] pay cycles) without any tardiness or absences. Each additional working month (two [2] pay cycles) after that, one additional occurrence will be removed. If any tardiness or absence is recorded while rebuilding your record, the occurrence will be added to the record and the four (4) month count will restart. An employee who reaches a suspension will be expected to work a full calendar year without additional occurrences before any occurrences are removed.

If an employee fails to notify the Food Service Office of an absence, which results in a "No Call, No Show," the employee will be disciplined as follows:

1 <sup>st</sup> No Call, No Show	Three (3) Day Unpaid Suspension
2 <sup>nd</sup> No Call, No Show	Termination