

Agreement
between
Marysville Public Schools
And
Marysville Food Service
Employees



2012-2013

**MARYSVILLE FOOD SERVICE EMPLOYEES
COLLECTIVE BARGAINING AGREEMENT**

2012-2013

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AGREEMENT

THIS AGREEMENT is entered into this _____1st_____ day of July, 2012, between the MARYSVILLE PUBLIC SCHOOLS DISTRICT, hereinafter referred to as the "Board", and the MARYSVILLE FOOD SERVICE EMPLOYEES, hereinafter referred to as the "Union", and replaces any and all prior agreements between the aforesaid parties.

This contract represents economic and non-economic agreements between the parties for the 2012-2013 school year.

ARTICLE I
RECOGNITION AND DUES

- A. The Board hereby recognizes the MARYSVILLE FOOD SERVICE EMPLOYEES as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the entire term of this Agreement for all regularly and probationary assigned kitchen personnel in the Marysville Public Schools District, excluding the Food Service Program Supervisor and substitutes.
- B. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall, as a condition of continued employment, continue membership in the Union for the duration of this Agreement or shall pay to the Union an amount of money equal to the Union's regular monthly dues but shall exclude any initiation fees and other assessments.

All future regular full-time and part-time employees, as a condition of continued employment, shall either become members of the Union or shall pay to the Union an amount of money equal to the Union's usual monthly dues but excluding initiation fees and other assessments.

During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of the employees all regular and usual dues, excluding initiation fees and other assessments of the Union, levied in accordance with its Constitution and By-laws, or representation fee equivalent to dues; provided, however, that the Union presents to the Employer an authorization signed by the employee allowing such deductions and payments to the Union. Changes either as to additions in Union membership or changes in dues will be certified to the Employer in writing by the Union at least one (1) month in advance of the effective date of the change.

The amount of dues will be certified in writing to the Employer by the Secretary-Treasurer of the Union. Normally, the deductions will be made the first pay of the month and the amount of the dues, or representation fees equivalent to dues, shall be forwarded to the Union no later than the 20th of the month.

For new employees, the payment of dues, or representation fee equivalent to dues, shall start no later than thirty-one (31) days following the completion of the probationary period.

The Union will indemnify, defend and hold the Employer harmless against any claim made, and against any suit instituted against the Employer on account of any check-off of Union dues, or representation fee equivalent to dues, or representation fee equivalent to dues or failure to pay dues, or representation fee equivalent to dues.

ARTICLE II
DISTRICT RIGHTS

The Board reserves and retains full rights, authority, and discretion to control, supervise, and manage the operation of all schools and to make all decisions and policies not inconsistent with the terms of this Agreement.

Other rights and responsibilities not abridged by this contract shall belong solely to the District and are hereby recognized. Said rights shall include, by way of example and not by way of limitation, the following:

- A. The right to decide the number and locations of its facilities, departments and etc.; work to be performed within the unit; the right to discontinue jobs; maintenance and repairs; amount of supervision necessary; methods of operation; scheduling of hours, manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the District's operations.

- B. Further, it is recognized that the responsibility of management of the District for the selection and direction of the work force includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the amount of overtime to be worked, if any; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other reasons; is vested exclusively in the District, subject only to the provisions of this Agreement as set forth herein.

ARTICLE III
EMPLOYEE RIGHTS

- A. Seniority shall begin on the first day of employment within the bargaining unit. When two (2) or more employees are hired on the same day, the order of seniority will be determined by the highest number of days worked as a utility worker or substitute during the previous six (6) months. If neither employee has worked for the District as utility worker or substitute, the order of seniority will be determined by the date of application for employment. All new kitchen personnel shall serve a probationary period of not less than sixty (60) workdays or more than six (6) months (one semester) in duration. There shall be no responsibility on the part of the Board for the continued employment of the new employee during the said probationary period.

- B. Employees with the longest seniority in their building will be given preference of work at conference and mid-term or at any special function held in their building. Provided, however, that in the event no employees volunteer for such work, the District may assign those employees hired after January 1, 1998, to serve at such functions in reverse order of District seniority. The least senior employee who does not want to work the special function is to secure a substitute who meets District approval. All luncheons and special functions before and after regular working hours will be paid banquet wages.

- C. Employees who resign and return at a later date will start at the bottom of the seniority list.

- D. The District will provide a current seniority list of all eligible bargaining unit members including wage rates to the Union President in August of each year.

ARTICLE IV
VACANCIES AND PROMOTIONS

- A. No vacancy or new position in the bargaining unit will be filled by hire, transfer, or promotion until such vacancy has been posted for a period of seven (7) working days and present members of the bargaining unit have had the opportunity to apply for such positions and to have their applications considered.

- B. Transfers: The transferring of employees is the sole responsibility of the Superintendent of Schools, subject to the following:
 - 1. Employees with the longest seniority within the Marysville Food Service Employees will be given preference, when ability, qualifications, and past performance are equal, in filling vacancies and in the advancement of employees to a higher pay job.

 - 2. Written requests may be initiated by the individual employee for transfer between schools, and will be approved only if they are in the best interest of the school system.

 - 3. When an employee changes to a higher job classification, they will remain on their current step in their new classification. An employee who transfers to another job classification shall be on probation for a period of thirty (30) days to prove their ability to do the work under the job classification.

In the event the employee does not perform the work in a satisfactory manner as documented on Form A, the Board or its representative may transfer this employee back to their former job. The employee, during this thirty (30) day period, may request that they be transferred back to their former job.

ARTICLE V
LAYOFF AND RECALL PROCEDURE

- A. Layoffs and recalls will be based upon seniority in the bargaining unit with the least senior bargaining unit member being laid off first.
- B. Recall will be in reverse order of layoff. Notice of recall shall be sent by certified mail to the last known address provided by the employee to the Board office. It is the employee's responsibility to keep the Board office informed of any change of address.
- C. Laid-off employees will be contacted by certified mail, in reference to rehiring, and upon receiving said certified letter must, within ten (10) calendar days, submit a letter of intent to the Superintendent of Schools. Failure to communicate with the District within ten (10) calendar days after receipt of recall notice shall eliminate any obligation or responsibility for employment by the District.

ARTICLE VI
LEAVES OF ABSENCE AND SICK LEAVE PROCEDURE

1. Written requests for leave of absence must be addressed to the Superintendent of Schools through regular channels and should contain the reason for the request, the effective date and time requested, or a signed statement from a physician.
2. The Board of Education may, at its discretion, require an employee to submit to a physical examination at any time. The Board of Education reserves the right to designate the physician or physicians administering such examination, provided, the Board of Education pays the examining physician fee.
3. First year employees shall be allowed sick leave after successful completion of probation. Sick leave will accrue at 1.2 days per month. First and second year employees will only be paid for sick leave accrued prior to use. All regularly assigned kitchen personnel shall be allowed a maximum of twelve (12) workdays of sick leave per school year as specified herein.
4. Sick leave will be allowed for the following reasons, such time to be charged against sick leave days:
 - A. Personal illness or quarantine (District reserves the right to require a doctor's slip on sick leave longer than three [3] consecutive work days);
 - B. Death in the immediate family (for the purpose of this subparagraph, immediate family will include natural or step Mother, Father, Son, Daughter, Brother, Sister, Spouse, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Grandmother, Grandfather, and Grandchild), limited to four (4) days per family member;
 - C. Serious illness in the immediate family, limited to seven (7) days per year (for the purpose of this subparagraph, immediate family will include natural or step Mother, Father, Son, Daughter, Brother, Sister, Spouse, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Grandmother, Grandfather, and Grandchild);
 - D. Business Leave - Three (3) personal business days, deducted from sick leave, may be used for important and urgent matters which cannot be handled outside of working hours. One of these three (3) days may be without review, but must still be approved in advance. Business days may not be used on the day before or after a holiday or vacation, for the purpose of personal pleasure, extending vacations, or for gainful employment.

Employees planning to use a personal business day shall submit their request to the Superintendent five (5) days prior to the anticipated absence. Forms requesting personal business days are available from the Supervisor

or in the school office. Forms are to be submitted through your Supervisor to the Superintendent. Approval by the Superintendent is required. In case of an emergency, the Superintendent may, at his discretion, waive the five (5) day advance notice.

No more than two (2) employees may be approved for a business leave on any workday.

At the end of each fiscal year, any unused portion of the twelve (12) days shall become accumulative, not to exceed two hundred two (202) days, and may be used at some subsequent time for the reasons listed in subparagraphs 3-A, B, and C above.

5. Employees will report illnesses and other absences to the SubFinder automated calling system per the District *Reporting an Absence* Procedure.
6. If an employee is absent because of a disability compensable under the Michigan Workers' Compensation Law, the District will pay the difference between the amount paid or payable pursuant to the Act and the employee's accumulated sick days. The District's maximum liability under this section shall be the salary amount of the employee's accumulated sick days at the employee's rate of pay at the time of the claim. The employee may elect to waive his sick leave benefit and receive only the workers compensation if they so indicate in writing to the District. The District agrees to continue to provide health and life insurance benefits by payment of premiums for the duration of said leave.
7. Leave of absence not chargeable to personal sick leave bank:
 - A. Jury duty (Board to make up difference in pay);
 - B. Court appearance as a witness if subpoenaed (Board to make up difference in pay).
8. A maximum of two (2) personal business days may be allowed with loss of pay. Not more than two (2) employees will be approved at one time for such days. Employees must submit their request five (5) workdays in advance.
9. Family & Medical Leave Act sections of this Article shall conform to law.
10. It is agreed that a joint committee will be formed for the purpose of reviewing attendance of bargaining unit members and collaboratively discussing and creating means by which improved attendance is achieved. The committee will consist of bargaining unit members, Food Service Manager, and any other district representatives as needed.

ARTICLE VII
RETIREMENT ALLOWANCE

A retirement allowance of one-third (1/3) of the regular daily wage earned during the year of retirement for all accumulated sick leave over twelve (12) days will be paid to the employee who retires, providing the employee qualifies for retirement under the provisions of the Michigan Public Schools Employees Retirement System, or has ten (10) years of service with the District. The maximum payment under this Article shall be \$2,200.

ARTICLE VIII
HOLIDAYS

1. Holiday pay will be paid to all regularly-assigned personnel for holidays which fall on days which would otherwise be a work day, as follows: Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, New Years, Good Friday, Memorial Day, Labor Day, and all holidays designated by state law and/or school policy.
2. The employee shall be eligible for holiday pay only if the employee works the workday prior to the holiday and the next scheduled workday after such holiday.
3. If school is called off because of inclement weather, etc., and the day does not have to be made up (current law = 30 hours), then the employee will not have to report. The employee will be paid for five (5) days, the first through the fifth "snow days", each school year.

ARTICLE IX
INSURANCE

1. The Board will pay the cost of single subscriber hospital-medical-surgical insurance including a co-pay prescription drug rider, for each employee who works six (6) hours or more daily and who makes proper application to participate at the Central Administrative Office on forms as required by the carrier, provided the employee is not covered by a comparable health insurance program. The Board shall have the right to name the insurance carrier based on competitive bids for a High Deductible Health Plan with Health Savings Account (\$1,500/\$3,000 HSA, 10/40 prescription co-pay). The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be for payment of the premiums as set forth in this paragraph.

Effective July 1, 2012, employees enrolled in health care coverage will contribute 20 percent toward the annual cost of the health care by way of payroll deduction, over twenty-one (21) pays. Premium contributions due for July and August 2012 shall be included with the 2012-2013 contribution calculations.

2. The Board will provide payment for hospital-medical-surgical insurance for the twelve-month period of September through August.
3. The Board will pay the premium for Group Term Life Insurance protection for each employee regularly employed who makes proper application to participate at the Central Administrative Office on forms as required by the carrier. The amount of insurance shall be:

For employees working five or more hours daily - \$14,000;
For employees working three to five hours daily - \$12,000.

In the event of accidental death, the insurance will pay double the specified amount.

ARTICLE X
GRIEVANCE PROCEDURE

1. Any employee(s) within the bargaining unit believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment shall promptly take the matter up with their immediate supervisor. Any grievance not initiated within fifteen (15) working days is considered null and void.
2. Adjustment of grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:
 - A. Level One: The employee with a grievance shall first discuss the matter with their immediate supervisor, either directly or through the Union representative, with the object of resolving the matter informally.
 - B. Level Two: In the event that the employee is not satisfied with the disposition of the grievance at Level One, the employee shall file the grievance in writing to the Superintendent of Schools who shall issue a decision within ten (10) working days of receipt.
 - C. Level Three: In the event that the employee is not satisfied with the disposition of the grievance at Level Two, the Union may, within ten (10) days from the receipt of the decision, file the grievance in writing to the Board via the Superintendent of Schools. The Union or the District may elect to bypass Level Three of the grievance process and refer the grievance directly to Level Four - Mediation.

If the Union refers the grievance to the Board and the District does not elect to bypass Level Three as stated above, the Board shall meet with the Association President and the parties to the grievance for the purpose of arriving at a decision to the grievance. The Board shall, within thirty (30) days after receipt of the written referral, render a decision in writing regarding the grievance.

- D. Level Four: In the event that any grievance or disputes cannot be adjusted by the Board and the Union as outlined above, then such matters shall, at the request of either party thereto, be promptly referred to the State Labor Mediation Board.
- E. Level Five: If the Union is not satisfied with the decision received at Level Four, they shall have the right to have the matter heard by an arbitrator, unless the matter involves an alleged violation which is not subject to arbitration.

In order to advance a grievance to arbitration the Union must file a demand for arbitration with the American Arbitration Association within thirty (30) days of the date of the last decision regarding the grievance. The failure to file a timely demand for arbitration shall mean the grievance

is abandoned unless the parties have agreed to an extension. In lieu of processing the grievance through the American Arbitration Association, the parties may agree to the appointment of an arbitrator, however, this process shall not serve to extend the time lines for demanding arbitration unless the parties so agree in writing. The parties agree to be bound by the decision of the arbitrator so long as the decision is within the scope of the arbitrator's authority under this agreement.

The following rules shall govern the Grievance Procedure:

1. Any matter which is excluded from the Grievance Procedure shall not be filed as a Grievance. Such matters shall include, by way of example, the decision to terminate a probationary employee. If such a matter is filed as a Grievance, the District shall have the right not to respond and the matter shall be deemed null and void.
2. Powers of the Arbitrator: The Arbitrator shall be empowered, except as limited by this Agreement, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specific Article and Section of this Agreement.
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. The arbitrator shall have no power to establish salary schedules or pay levels under this Agreement or increase or change any staffing levels.
 - c. The arbitrator's authority shall be limited to deciding whether the District has violated the specific Article and Section cited in the Grievance. It is agreed (except as provided in this Agreement) the arbitrator shall have no power to change any practice, policy, or rule of the district.
 - d. The arbitrator shall have the power to make monetary award such as, by the way of example, back pay but shall not have the power to award damages.
 - e. The arbitrator's decision shall be in writing and rendered in accordance with the time lines of the American Arbitration Association. Any arbitration hearing shall be heard at a mutually agreed location in St. Clair County.
 - f. The decision of the Arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.
 - g. The fees and expenses of the Arbitrator shall be shared equally by both parties.

ARTICLE XI
HOURS AND CONDITIONS OF EMPLOYMENT

1. Call-in time - If an employee is called in to work, they will receive a minimum of two (2) hours pay.
2. Departmental Meetings - One (1) department meeting per month may be scheduled. These meetings will last for no more than one (1) hour. All employees are required to be at said meeting and will be paid for said meeting. Pay will be at regular hourly rate.
3. All facilities of the District shall be in compliance with the current State laws regarding use of tobacco, drugs, alcohol and controlled substance on school property.

ARTICLE XII
PAY SCALE

	<u>Prob</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Head Cook, Baker	10.61	10.88	11.15	11.41	11.67
Asst. Head Cook, Gardens Cook	10.12	10.42	10.72	11.00	11.29
Morton Cook Washington Cook	9.69	9.96	10.22	10.48	10.74
Helper	9.17	9.45	9.71	9.99	10.25
Utility	8.90				

Utility (formerly known as "Permanent Substitute") is paid at the probationary rate for all work performed in the classification of "Utility." All specific wage and benefit provisions of the contract do not apply to employees performing the duties of Utility.

The probationary rate is for a minimum of sixty (60) work days unless the employee is kept on probation for a semester. During the probationary period, the employee shall be evaluated at least once using Form A by their immediate supervisor and recommended for continued employment or dismissal. All steps are one year in duration, except that Probation and Step 1 shall equal one year. Employees, other than probationary, will be promoted to the next increment in the salary schedule on their seniority date.

If an employee assumes the duties of another employee in a higher classification for three (3) consecutive work days, the employee shall receive the pay rate of the higher classification, at the step the employee assuming the duties is presently on, beginning the third (3rd) day upon official notification to the personnel office by the Supervisor.

- A. Special Banquets - All kitchen personnel**: \$14.00
- B. Uniform Allowance - The District will provide uniforms per the *Uniform Policy* in the Food Service Employee Handbook. Permanent employees will be eligible for \$120.00 per year for the purchase of uniforms.

Probationary employees are not eligible for uniform allowance during the probationary period. Upon successful completion of probation, the employee will be provided fifty percent (50%) of the uniform allowance for the remainder of the school year.

**Those currently making a higher hourly rate will be paid their regular rate.

ARTICLE XIII
EVALUATION

- A. All employees covered under this contract shall be given formal written evaluation using Form A at least once every two (2) years.
- B. The evaluation shall be done by the immediate supervisor.
- C. A meeting will be scheduled with the employee to review the written evaluation prior to the evaluation being placed in the personnel file. The employee has the right to have another Union member present if the employee requests same.
- D. The employee has the right to respond to their evaluation, in writing, and have it attached to their official evaluation.

ARTICLE XIV
GENERAL CONDITIONS

- A. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.0501 to 141.1531, shall be allowed to reject, modify, or terminate this agreement. Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Association to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Association's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the employer. The Association reserves all rights to assert that this clause is unenforceable.

THIS AGREEMENT shall become effective July 1, 2012, and shall continue in full force and effect until June 30, 2013, and from year to year thereafter unless terminated at the end of any yearly period, by either party, by giving written notice to the other party at least ninety (90) days prior to.

MARYSVILLE FOOD SERVICE
EMPLOYEES

MARYSVILLE PUBLIC SCHOOLS
DISTRICT BOARD OF EDUCATION

By _____
President

By _____
President

And _____
Secretary

And _____
Secretary

Date _____

Date _____