

***MARLETTE COMMUNITY SCHOOLS***  
***FOOD SERVICE GROUP AGREEMENT***

***2008-2009***

***2009-2010***

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## PREAMBLE

This Agreement is entered into, effective July 1, 2008, between the Marlette Community Schools Board of Education, the School District of Marlette, Michigan, hereinafter called the "Board," and the Marlette Community Schools Support Staff – Cafeteria Group". The signatories shall be the sole parties to this Agreement.

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

## ARTICLE I - EMPLOYER RIGHTS

RIGHTS AND POWERS - The Board of Education hereby retains and reserves unto itself all of the rights and powers vested in it through the laws and Constitution of the State of Michigan and those powers normally incident to management, it being expressly understood that this clause shall not in any way negate the rights herein granted under the terms of this Agreement.

- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and 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.
- C. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
- D. 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.
- E. Determine the qualifications of employees, including physical conditions and require medical certification of fitness.
- F. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

- I. 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 from employees as specifically provided for in this Agreement.
- J. Determine the policy affecting the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria.
- K. Executive management and administrative control of the school system, and its properties, and facilities and the activities of its employees during working hours.
- L. Establish courses of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs.
- M. Adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
- N. Determine and redetermine job content.
- O. As per board policy, the Board of Education will conduct a yearly background check on each employee to screen for criminal offenses.
- P. All food service (cafeteria) employees must complete the Servsafe Certification Training.
- Q. All employees who work in a Michigan public school must have a set of fingerprints on file with the State of Michigan. The prints have to be completed after January 1, 2006. All new employees will be required to complete the fingerprint process before employment is offered with the fee for the process payable by the employee.

#### ARTICLE II - WORKING CONDITIONS

- A. The Board shall support and assist Employees with respect to the maintenance of control and discipline of students in the Employee's assigned work area.
- B. While recognizing that students may require disciplinary action in various forms, the Board of Education cannot condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

Support staff should not find it necessary to resort to physical force or violence to compel obedience. If all other means fail, staff members may always resort to the removal of the student from the classroom or school through suspension or expulsion procedures.

Support staff, within the scope of their employment, may use and apply reasonable force and restraint to:

1. remove a student who refuses to comply with a request to behave or report to the office.
2. quell a disturbance threatening physical injury to self or others;
3. obtain possession of weapons or other dangerous objects upon or within the control of the student, in self-defense, or for the protection of persons or property.

In accordance with State law, corporal punishment shall not be permitted. If any staff member, full-time, part-time, or substitute deliberately inflicts, or causes to be inflicted, physical pain by hitting, paddling, spanking, slapping, or makes use of any other kind of physical force as a means of disciplining a student, he/she may be subject to discipline by this Board and possibly criminal

assault charges as well. This prohibition applies as well to volunteers and those with whom the District contracts for services.

- C. The Board shall provide without cost to the employee the following:
1. An approved first aid kit and materials in all buildings.
  2. First aid and CPR classes on an annual basis for those wishing to have the training. (Sessions are voluntary.)
  3. Adequate and approved safety and sanitation equipment and materials.
  4. Annually, food service employees will be reimbursed \$55 in the second pay period of the school year to be used to purchase shoes and black pants (no athletic attire, denim or stretch pants). In addition to the allowance, hairnets, a visor/hat, two (2) aprons, three (3) red shirts, one (1) white shirt for catered events and two (2) additional shirts of uniform color, will be purchased for staff. Staff will wear purchased shirts and hairnets during all working hours. Staff may not wear denim pants due to safety reasons. Visors/hats are optional wear. Aprons will be worn in the serving lines. The white shirts and black pants will be worn at all special events. Black shorts of appropriate length may be worn if the weather warrants. All new employees must complete the probationary period before reimbursement is made for any purchases. The total dollar amount for purchases will be pro-rated based on the new employee's seniority date.
  5. Flu shots and Hepatitis B immunization if desired by employees.
  6. Individual back supports when necessary.
  7. All necessary cleaning supplies deemed necessary by supervisor.
- D. The District may conduct evaluations for all staff with conferences to discuss the evaluations.
- E. In the event a student has a communicable disease which poses a threat to the safety and welfare of an employee, the District shall notify the employee of the student's health condition if permitted by law.

### ARTICLE III - VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as a position which is unfilled because it is newly created or because the employee who previously held the position permanently separated from employment as a result of retirement, resignation, death or discharge. Vacancies shall be posted in the event the Board, in its discretion, determines the vacancy should be filled. Vacancies may be filled on an interim basis while they are posted. The position will be filled within 30 days of the posting deadline.
- B. All vacancies shall be posted in a conspicuous place in each building of the District for a period of at least ten (10) working days. Said posting shall contain the following information.
1. Type of work
  2. Location of work
  3. Starting date
  4. Rate of pay
  5. Hours to be worked
  6. Classification
  7. Minimum requirements
  8. Job description

Interested Employees may apply in writing to the Superintendent, or designee, within the ten (10) working day posting period. The Board shall notify Employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each Employee by U.S. mail.

- C. The Board shall award the vacancy to the individual the Board, in its discretion, determines is most qualified.
- D. The Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified in writing.
- E. In the event of promotion or transfer, the Employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. If the Employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected Employee, the Employee shall be returned to his/her previous assignment. Each Employee shall have one (1) trial period per promotion or transfer.
- F. Employees assigned to the same building may have the option to temporarily assume the duties of another Employee within that building when a substitute is required. Employees will be placed by seniority based on qualifications by building. In emergency situations, the District reserves the right to move food service employees as they see fit in order to provide the required services.
- G. All building special events and extra work will be done by those food service employees assigned to the specific building where the event is being held. Food service employees will be called in on a seniority basis by building.

#### ARTICLE IV- GRIEVANCE PROCEDURE

- A. Definitions:
  - 1. A grievance is an alleged violation of an express provision of this Agreement.
- B. The following matters shall be excluded from the procedure outlined in this Article:
  - 1. The termination of services or failure to re-employ any probationary person.
  - 2. Any dispute which is being heard by or appealed to any state or federal agency.
  - 3. Any dispute pertaining to the content of an evaluation, except for an evaluation that leads to the dismissal of the employee.
  - 4. Any dispute pertaining to the application of benefits of any insurance contract or policy..
  - 5. Any policy, rule or regulation of the Board, not in conflict with the terms of this agreement.
  - 6. The placing of a probationary employee on additional probation as outlined in this agreement.
- C. The Cafeteria Group shall designate representatives from the Cafeteria Group to handle grievances when requested by the grievant and such representatives shall be made known to the Board or its designated representatives shall be authorized to indicate the Cafeteria Group's position, approval or disapproval on each grievance at each level as required.
- D. Any timeline provided for in the grievance procedure may be extended by mutual written agreement of the Parties.
- E. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants.
  - 2. It shall be specific.
  - 3. It shall contain a synopsis of the facts giving rise to alleged violation.

4. It shall cite the section or subsections of this Contract (or the written Board policy) alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

F. Level One

An employee believing himself/herself wronged by an alleged violation of the express provisions of this Contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the immediate supervisor, either personally or accompanied by the Cafeteria Group's representative, in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and present it to his/her immediate supervisor who shall within five (5) days render his/her decision in writing, transmitting a copy of the same to the grievant, the Cafeteria Group's representative, the Superintendent and President of the Board. If the decision is unsatisfactory to the grievant and the Cafeteria Group, the grievant may appeal to Level Two within five (5) days of receipt of the decision.

Level Two

A copy of the written grievance shall be filed with the Superintendent or designated agent as specified in Level One with the endorsement thereon of the approval or of the grievance, the Superintendent or designated agent shall arrange a meeting with the grievant and/or the designated Cafeteria Groups representative at the option of the grievant to discuss the grievance within ten (10) days of receipt of the grievance. Within five (5) days of the discussion, the Superintendent or designated agent shall render the decision in writing, transmitting a copy of the same to the grievant, the Cafeteria Group's representative, and the president of the Board. Copies of same shall be kept in the office of the Superintendent. If the decision is unsatisfactory to the grievant and the Cafeteria Group, the grievant may appeal same to the Board by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three

Upon proper application as specified in Level Two, the Board shall allow the employee and/or his/her Cafeteria Group's representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within five (5) days after its next regularly scheduled meeting, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearing therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Cafeteria Group shall final determination of the grievance be made by the Board more than five (5) days after next regularly scheduled meeting after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the grievant and the representative of the Cafeteria Group.

ARTICLE V - WORK YEAR, WORK WEEK, WORK DAY

- A. The Board of Education will set the school calendar annually.
- B. The normal work week and work day for all Employees will be determined by the Board. Employees are not to deviate from their regularly scheduled work hours unless prior approval is granted by the supervisor.

- C. Minimum call in time for employees shall not be less than thirty (30) minutes before the assigned starting time. This thirty (30) minute call in time shall be waived in the case of an emergency.
- D. An employees work week will consist of the hours established for the position in the job posting per agreement rate of pay.
- E. A full time position constitutes a minimum of 6.5 hours per day.
- F. Overtime
  - 1. Overtime will be paid at the rate of time and one half, when an employee actually works more than forty (40) hours in a week. If an employee is paid for a sick or personal leave day, holiday, "Act of God" Day, etc., overtime will not be paid until more than forty (40) hours are actually worked. All overtime must be approved by the supervisor.
  - 2. When a cafeteria group employee who does not exceed forty (40) hours during a week, works on Saturday or Sunday the cafeteria group employee will be compensated at time and one-half.
  - 3. Additional hours shall be distributed on a rotating seniority basis. The Food Services Director will be responsible for scheduling additional hours.
  - 4. At the employee's request, excessive amounts of overtime to be accumulated during a given day may be split-up.
  - 5. Employees working overtime will be entitled to an additional fifteen (15) minutes of relief time for every two (2) hours worked.
  - 6. An employee may bank hours and use those hours as compensatory time. All compensatory time must be used by July 1. Unused compensatory time will be reimbursed to the employee the last pay in June. All extra or overtime hours banked as compensatory time must be approved by the employee's supervisor prior to the hours worked. Written approval by the supervisor should be submitted with payroll, including the reason for the additional hours worked.
- G. Conference Reimbursements
  - 1. The District will pay registration fees when employees are asked to attend conferences. Mileage will be paid at the current IRS rate. Meal allowances will be paid as follows through payroll with the proper documentation:

Breakfast	\$5.50
Lunch	\$7.00
Dinner	\$9.00

ARTICLE VI - BREAK PERIODS

- A. Cafeteria personnel shall be entitled to the following lunch and break time for each regularly scheduled work day as follows:
  - 1. Employees scheduled to work 5.0 hours or less will receive one (1) fifteen (15) minute paid break period per day.



2. Employees scheduled to work 5.1 to 7.9 hours per day will receive one (1) thirty (30) minute unpaid lunch period and one (1) fifteen (15) minute paid break period per day.
  3. Employees scheduled to work 8 hours or more per day will receive one (1) thirty (30) minute unpaid lunch period and two (2) fifteen minute paid break periods per day.
  4. There will be no financial compensation for missed breaks unless approved by supervisor.
  5. Employees must punch out when leaving the buildings during break periods.
- B. Supervisors will be responsible for scheduling relief time. Breaks cannot run consecutively with lunch periods.
  - C. Scheduled lunch periods shall be duty-free and unpaid.

#### ARTICLE VII - PROBATIONARY PERIOD

- A. A newly hired Employee shall be on probationary status for forty-five (45) calendar days, taken from and including the first day of regular employment. If at any time prior to the completion of the probationary period, the Employee's work performance is regarded as unsatisfactory by the employer, the employee may be dismissed without appeal. Probationary Employees who are absent on scheduled work days shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.

Evaluation: During their probationary period, employees shall within two (2) weeks of hire have a conference with their immediate supervisor laying out the expectations of the District for their employment. Between twenty-five (25) and thirty-five (35) days of employment, an evaluation of the probationary employee's job performance is completed with suggestions for areas of improvement. At forty-five (45) days a final evaluation of their job performance shall occur. All evaluations and suggestions for improvement shall be in writing.

- B. During the probationary period, a newly hired employee shall be trained by the cafeteria supervisor.
- C. Upon satisfactory completion of the probationary period, the Employee's seniority date shall be retroactive to the first working day. At that time, the Employee's name shall be entered on the seniority list.

#### ARTICLE VIII - LAYOFF AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition.
- B. No Employee shall be laid off pursuant to a necessary reduction in the work force unless said Employee shall have been notified of said layoff at least fifteen (15) work days prior to the effective date of the layoff. The layoff notification does not apply where the layoff is due to an unanticipated occurrence, such as an emergency.
- C. In the event of a necessary reduction in work force, the Board shall layoff on a classification by classification basis. The Board shall first layoff probationary employees in the classification, then the least senior employees within the classification. In no case shall a new employee be employed by the Board in a classification while there are Employees who are qualified for a vacant or newly created position who are on layoff from that classification. Qualified is defined as meeting the minimum requirements for the vacant or newly created position.

- D. In the event of a reduction in the work hours of an Employee, the Employee may claim seniority over another Employee in the same classification for the purpose of maintaining his/her normal work schedule provided he/she has greater seniority than the Employee he/she seeks to replace. The Employee replaced shall be the least senior Employee with sufficient hours in the classification.
- E. A laid-off Employee shall upon application, and at his/her option, be granted priority status on the substitute list for his/her classification according to his/her seniority.
- F. Laid off Employees shall be recalled in reverse order of layoff to positions for which they are qualified in the classification from which they were laid off or in classifications in which they have seniority. Qualified is defined as meeting the minimum requirements for the position.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employee's records. The recall notice shall state the time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled Employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled Employee can report for work providing the Employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. If an Employee declines recall or fails to report within the aforementioned time limits, this shall constitute his/her resignation from employment and forfeiture of his/her seniority and employment rights.
- H. A laid off Employee shall lose all recall rights in the event he/she is not recalled within one (1) year from the effective date of layoff.

#### ARTICLE IX - SENIORITY

- A. Seniority shall be defined as the length of an Employee's continuous and uninterrupted employment in a particular seniority classification of this bargaining unit from the employee's initial date of hire in such classification. Time spent on layoff or unpaid leave of absence shall not constitute interrupted employment, but shall not count for service credit for entitlement to other benefits under this Agreement. Seniority is not cumulative among seniority classifications and may be exercised only within the classification in which it is accumulated. If an employee moves from one classification to another, his/her seniority in the classification from which the employee moves shall be frozen, rather than terminated, provided that there has not been a break in continuous employment.
- B. The employer shall prepare and maintain a seniority roster showing the length of service of each Employee within the respective seniority classifications. Upon an offering of a position by the immediate supervisor seniority shall commence. For those employees offered a position on the same date, a random drawing will be conducted by the superintendent, or his/her designee and the Employee to determine who is ranked higher on the seniority list except as provided elsewhere in this paragraph. However, a newly hired employee with recent substitute experience (within the last twelve months) at Marlette in the same classification shall be placed ahead of another new employee in the same classification who is hired on the same date.
- C. Termination of Seniority: Seniority shall be lost by an Employee upon termination, resignation or retirement.

#### ARTICLE X - LEAVE PAY

- A. Fifteen (15) days of sick leave shall be credited to a returning employee after reporting for their first day of work. All unused sick leave and personal leave days from the current year will be

added to the bank of sick days for the following year. All unused sick leave days in excess of ninety (90) days shall be returned to the employee at the end of the current school year on the basis of fifteen dollars (\$15) per day.

- B. Of the fifteen (15) days, four (4) days per year may be used for personal business.
- C. Sick leave days may be used for personal sickness, sickness in the family or time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance.
- D. Leave days shall be granted when the request has been made in writing to the Superintendent or designee through their immediate supervisor at least twenty-four (24) hours in advance, if possible. Emergency leave without twenty-four (24) hours notice may be granted at the discretion of the immediate supervisor. Such requests shall be considered on a priority basis as of time of receipt by the Superintendent or designee.
- E. Leave time shall be computed on a July 1 to June 30 year. New employees must pass through the 45-day probationary period satisfactorily before they are awarded leave days. Leave days will be pro-rated from the date of seniority for the remainder of the year.
- F. Leave pay shall not be granted for days when the employee is not scheduled to work.
- G. The Board reserves the right to require proof of illness if an employee's absence exceeds five (5) consecutive days or for suspected abuse of sick leave.
- H. Leave time will be granted in full or half days. An employee who works part of a shift may use one-half (1/2) day or one (1) full day, (hours determined by regularly scheduled work day) of leave time. If compensatory time has been accumulated, it may be used to fulfill the hours of the day. Hours worked prior to punching out, will not be reimbursed except through leave pay, to a maximum of the employee's regularly scheduled hours.
- I. If an employee leaves the employ of the District after ten (10) consecutive years from board seniority date (this does not include years as a sub), unused sick days up to a total of one hundred five (105) days shall be reimbursed at the rate of fifteen dollars (\$15.00) per day.

#### ARTICLE XI - JURY DUTY

- A. An Employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid his/her full compensation for such time. Fees received for such duty (excluding mileage & meal allowance) shall be reimbursed to the School District.

#### ARTICLE XII - LEAVES OF ABSENCE - UNPAID

- A. Leaves of absence without pay or benefits not to exceed one (1) year or the length of the employee's seniority, whichever is less, without loss of seniority with accrual of seniority during the leave is available in accordance with Section B of this Article upon written request to the Superintendent.
- B. Reasons for Leaves of Absence are as follows:
  - 1. Infant Child Care Leave: Infant child care leave will be granted in accordance with Section A of this article.

2. Upon the recommendation of a physician a health leave without pay shall be granted for prolonged illness of a father, mother, spouse, children, brother, sister, or the employee.
  3. Leaves for other purposes may be granted at the discretion of the Board upon written request to include but not be limited to:
    - a. Service in a governmental agency.
- C. Return from Leave of Absence:
1. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.
  2. An employee returning from an approved leave of absence shall be reinstated to the classification and position or comparable position he/she held when the leave began.
  3. An employee returning from a leave of absence shall be required to notify the Board in writing, of his/her intent to return at least fourteen (14) working days prior to the date of his/her return.
- D. Any employee who terminates employment in the school district to perform active services in the Armed Forces of the United States is entitled to re-employment rights in the position he/she vacates, or one of like status in accordance with State and federal law.

#### ARTICLE XIII - HOLIDAYS

- A. Legal Holidays: Labor Day, Thanksgiving, Friday After Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, President's Day, Good Friday, Memorial Day.
- B. When a holiday falls on Saturday or Sunday, or there is school on one of those days, employees shall have the right to observe the holiday on the preceding Friday or the following Monday, or be compensated with one day of paid leave.

#### ARTICLE XIV - EVALUATION

- A. All monitoring or observation of the work of each Employee shall be conducted in person and with the full knowledge of the Employee. Any complaint brought against an employee shall be in writing and brought to the employee's attention within three (3) working days.
- B. Employee evaluation shall be by formal observation of Employee work. Observation shall be for periods of time that accurately sample the Employee's work. Each observation shall be preceded by not less than two (2) work days notice. Each Employee, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. Work outside of the Employee's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the Employee's immediate supervisor or his/her designee.
- C. All evaluations shall be reduced to writing and a copy given to the Employee within ten (10) work days of the evaluation. If the Employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a Employee is doing unacceptable work, the reasons therefore shall be set

forth in specific terms, as shall an identification of the specific ways in which the Employee is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, any deficiencies from previous evaluations shall be addressed and direction provided as to satisfactory/non-satisfactory completion.

- D. Following each formal evaluation, which shall include conference with the evaluator, the Employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An Employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the Employees' personnel file.
- E. At the completion of the probationary period, an evaluation of the Employee's work shall be completed, following the procedures of this provision.
- F. In the event a non-probationary unit member is not continued in employment, the Employer will advise the Employee of the specific reasons thereof in writing. Any adverse evaluation may be referred to the Superintendent for investigation and a written report of said investigation shall be given to the employee within ten (10) work days of the referral to the Superintendent.
- G. Each Employee's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this Employee is \_\_\_\_ Satisfactory, \_\_\_\_ Unsatisfactory (check one)."

#### ARTICLE XV - INSURANCE

- A. Support staff who are entitled to receive health insurance from the school district due to employment in one classification, are not entitled to the health insurance subsidy or the cash option that comes with employment in another job classification.
- B. The Board agrees to pay for the purchase of the following insurance plans for full-time\*\* regular employees who submit the necessary applications for such coverage including a statement that the employee is not covered by hospitalization insurance by another source. Board paid MESSA insurance benefits can not be used for the purpose of an abortion. If application is not made by the end of the school year of hire for the health insurance or cash option benefit, the employee will forfeit the benefit for that school year.

Effective with the 2006-07 school year, the Marlette Community School District will provide MESSA Choices II as the health insurance plan for its members. If an employee chooses to maintain the Supercare 1 plan, that employee will be financially responsible for the monthly difference in premium expenses between MESSA Choices II and Supercare 1 which will be deducted from the employee's pay check in equal increments commencing with the first paycheck of the new school year.

Full time employees (thirty-two and one half (32.5) scheduled hours or more per week) will receive the following benefit package):

##### Plan C

Health Insurance – Choices II (Self, Self & Spouse, Self & Children, Full Family)

Dental Insurance - Delta Dental Plan A with Orthodontic rider EO-1. (75% Class 1, 50% Class 2, 50% Orthodontic)

Life Insurance - \$20,000 Group Life coverage

Vision Insurance – VSP 3

If Plan C is not chosen, the employee may choose Plan A and pay the difference as stated above, or Plan B with no health insurance.

Plan A

Health Insurance - SuperCare I (Self, Self & Spouse, Self & Children, Full Family)

Dental Insurance - Delta Dental Plan A with Orthodontic rider EO-1. (75% Class 1, 50% Class 2, 50% Orthodontic)

Life Insurance - \$20,000 Group Life coverage

Plan B

\$1,000 Board Paid Cash Benefit

Dental - Same as Plan A

Life - Same as Plan A

Effective - Same as Plan A.

All insurance coverage provisions shall be in effect September 1 through August 31.

- District agrees to cover the 2.7% Insurance Premium Increase (MESSA Choices II) for the 2008-09 School Year.
- For the 2009-10 School Year, the District will continue to cover the entire health insurance premium cost for MESSA Choices II as long as the annual premium doesn't exceed \$15,290 which is a 2.5% premium increase over the 2008-09 MESSA Choices II premium of \$14,917.

For the 2009-10 School Year, if the annual premium for the MESSA Choices II Program exceeds \$15,290 the Marlette Education Association will move to the MESSA Choices – 3C Program which includes a \$200 / \$400 Deductible and \$10 Office Visit Co-Pay.

Once the change is made to the MESSA Choices – 3C Program the following will occur:

1. The district will pay the entire deductible as long as the cost of the MESSA Choices – 3C Health Insurance Program annual premium doesn't exceed \$14,653 which is a 5% increase from the MESSA Choices – 3C 2008-09 annual premium rate. The 2008-09 annual premium for the MESSA Choices – 3C was \$13,955.
  2. If the MESSA Choices – 3C Program annual premium is \$14,654 - \$14,932 which is higher than 5%, but less than a 7% increase from the MESSA Choices – 3C 2008-09 annual premium rate, the employee will be responsible for 50% of the deductible.
  3. If the MESSA Choices – 3C Program annual premium is \$14,933 or higher, which is in excess of a 7% increase, the employee will be responsible for 100% of the deductible.
- C. Employees hired on or after 9/14/98 scheduled for less than thirty-two and one half (32.5) hours per week will not be eligible for benefits.
- D. Notwithstanding any provisions of this Agreement, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, termination of coverage and other matters. The Board, by payment of the premium payments required to provide the insurance coverage set forth in this article, shall be relieved from any and all liability with respect to the benefits provided by the insurance. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation. The Board shall also be relieved of any and all liability regarding disputes between staff or beneficiaries of staff and any insurance company. The insurance benefits provided by this article shall not begin until the

staff has properly completed the necessary forms required by the insurance company and otherwise been enrolled for coverage by the insurance company. There shall be no obligation to a staff for insurance coverage until the staff has been accepted for enrollment by the insurance carrier.

#### ARTICLE XVI -INCLEMENT WEATHER/ACT OF GOD DAYS

- A. The number of days granted for inclement weather shall be equivalent to the number of days the District is allowed as per state law. Hours will not deviate from regularly scheduled hours. (Example: If the District is allowed five (5) days for inclement weather before make up days are required, a two (2) hour per day employee will receive five (5) days paid at two (2) hours each.)
- B. If school begins late, or dismisses early due to inclement weather, the employee shall be compensated for the actual number of hours worked. Employees may not add hours on to the end of their regularly scheduled work day to make up lost time unless prior approval is given by their supervisor.

Supervisors will contact employees at their home phone number or a second phone number at least one-half hour before their regularly scheduled shift begins. If the employee is not available to take the phone call, the District is not responsible for payment if the employee reports to work. If the employee is not contacted regarding the cancellation at least one-half hour before their regularly scheduled shift begins and they report for work, the employee may leave immediately and will be paid for one-half of their regularly scheduled hours.

If a supervisor requests an employee to work on an Act of God Day, the hours worked will be determined by the immediate supervisor and will be at least four (4) hours. If weather conditions warrant that the employee be sent home before the four (4) hours are completed, the employee will be paid for four (4) hours.

If the employee is on leave during a pay period where an Act of God Day occurs, the employee will be paid for the day(s) as applicable. Leave time will then continue (whether paid or unpaid) until the employee returns to their regularly scheduled position.

#### ARTICLE XVII - SAVINGS CLAUSE

- A. If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

#### ARTICLE XVIII - TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2010.
- B. The agreement cannot be terminated unless it is mutually agreed upon by the Marlette Board of Education and the Marlette Community Schools Support Staff – Cafeteria Group. If either party desires to terminate this Agreement, both shall, sixty (60) 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 or amendments desired. If notice of amendment of this Agreement has been in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without notifying or changing any of the terms of this Agreement.

- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to any address the Marlette Community Schools Support Staff – Cafeteria Group or the Board may make available to each other.
- D. This Agreement shall be effective as of the date it was ratified by the Board. However, the salary schedules set forth in Schedule A shall be effective as of July 1, 2008.
- E. This Agreement shall be binding upon the parties hereto, their successor and assigns.

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

MARLETTE COMMUNITY SCHOOLS  
OF SANILAC, LAPEER AND TUSCOLA  
COUNTIES

MARLETTE COMMUNITY SCHOOLS  
SUPPORT STAFF – CAFETERIA GROUP

\_\_\_\_\_  
President

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



SCHEDULE A - SALARY SCHEDULES

- A. Step movement will be based upon the year of hire at July 1. For example, an employee hired in January 1996 would be moved to 2 years experience in July 1998 (1998-1996=2). An employee hired in November 1995 would be moved to 3 years of experience in July 1998 (1998-1995=3).

	2008-2009 Pay Freeze*	2009-2010 .75% Increase
Start-3 years	11.36	11.44
4-7 years	11.43	11.51
8-11 years	11.54	11.62
12-15 years	11.65	11.73
16-19 years	11.75	11.83
20 plus years	11.89	11.97
Building Head Cook	12.33	12.42
Substitutes	8.94	9.00

- B. Employees assuming the Building Head Cook position will receive the corresponding pay for the position beginning with the first day in that position.
- C. When an employee subs in another position (with more hours) for any period of time, and that employee takes a day off for personal leave, sick leave, or a Snow Day occurs, the employee will be paid their "regular" (guaranteed) hours, not the increased hours of the new position they are filling in for.
- D. Payment to the Michigan Public Schools Employees Retirement System.
- E. Employees will be reimbursed for all meetings called by their supervisor at their regular hourly rate if additional hours are required.
- F. Leave Days and compensatory time accrued will be printed on the bottom of payroll checks.
- G. Employees wishing to contribute to a tax-deferred policy must select from the list of companies which have complied with the 403(b) compliance rules as mandated by the federal government. New companies may enter the District upon completion of the compliance rules and with at least four (4) employees registered to participate. Employees may obtain a list of participating providers from the Superintendent's Office.
- H. Retired employees who return to sub after retirement will be paid at the pay step they were on when they retired.

GRIEVANCE REPORT FORM  
Marlette Community Schools

Grievance # \_\_\_\_\_

- Distribution of Form
1. Superintendent
  2. Supervisor
  3. Employee Group Representative
  4. Employee

Building	Assignment	Name of Grievant	Date Filed
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STEP 1

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance

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2. Relief Sought

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Supervisor

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/or Employee Group

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