



ACHIEVEMENT | COMMUNITY | VISION

# **GROSSE ILE TOWNSHIP SCHOOLS**

**Agreement between**

**Grosse Ile Board of Education**

**and**

**Michigan Association of Public Employees**

**Representing**

**Grosse Ile Cafeteria Employees**

**July 1, 2010 – June 30, 2012**

## **INTRODUCTION**

All Cafeteria Personnel working for the Grosse Ile Township Schools system are employed primarily to promote students' well being. It is for this purpose the Agreement following is set forth. Policies governing the jobs and working conditions are written to create a better understanding between employees and Employer. It is through this mutual understanding that the welfare of pupils can be foremost in our endeavors. Through team building, shared responsibilities and trust, all parties shall work together to provide the Board of Education/Grosse Ile Community and their children with a value driven quality food service.

**AGREEMENT BETWEEN GROSSE ILE BOARD OF EDUCATION AND  
MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES  
JULY 1, 2010– JUNE 30, 2012**

**AGREEMENT**

This agreement is entered into this 15th day of June, 2010, between the Grosse Ile Township Schools Board of Education (hereinafter referred to as the “Employer”) and the Michigan Association of Public Employees representing the Grosse Ile Cafeteria Employees (hereinafter referred to as the “Union”). The Superintendent of Schools, as the executive officer employed by the Board, is by Michigan Law, charged with the responsibility of supervision and direction of the work of the staff and assisting the Board in all matters pertaining to the welfare of the school district. Whenever the term “Superintendent” is used in the Agreement, it shall mean the person holding that title or any person on the administrative team to whom may beforehand be delegated the responsibility referred to in this Agreement. Any reference to an administrator in the Agreement shall mean the person holding that administrative position or any person on the administrative team to whom may be delegated the responsibility referred to in this Agreement.

During the 2010-2011 and 2011–2012 school years, the Employer will recognize the current contract between the Grosse Ile Board of Education as the Union Contract.

**ARTICLE 1  
Recognition**

**Section 1.** Pursuant to and in accordance with all applicable provisions of ACT 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative of all regularly scheduled Food Service employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.

The term “Employee” or “Employees” for the purpose of this Agreement shall include all regular full-time (an employee working at least 30 hours per week on a regular basis) and regularly scheduled part-time Food Service personnel, as identified by Cafeteria positions noted in Appendix “B”, excluding Administrators, Supervisors, Coordinators, and other employees.

**ARTICLE 2  
Management Rights**

**Section 1.** The Board retains the right in accordance with applicable laws and regulations (a) to direct employees of the schools; (b) to hire, promote, transfer, assign and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duties because of lack of performance or for other legitimate reasons; (d) to maintain the efficiency of the school operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good education program for the community of Grosse Ile. No action by the Board, in the performance of the rights and responsibilities, shall be in conflict with any of the terms of the Agreement.

**ARTICLE 3**  
**Union Rights**

**Section 1.** The parties agree that there shall be no discrimination against any employee or against any applicant for employment by reason of race, creed, color, sex, national origin, or physical handicap if it does not interfere with working functions.

**Section 2.** The Employer agrees that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Union.

**Section 3.** The Employer agrees that its enforcement of discipline will be fair, non-disparate, and for just cause.

Any search of an employee's person, personal property, and/or effects shall be based upon probable cause.

**Section 4.** When an action by an employee merits a written report by his/her Employer, the Employer must provide a copy to the employee and the Union.

**Section 5.** Employees shall have the right to review their personnel files upon written request to the Employer. Only one file shall exist on each employee. Those records marked for confidential examination originating in agencies outside the school system shall be considered outside the scope of this Article unless released by the outside agency.

Any disciplinary material placed in an employee's file shall be signed by the employee and said signature shall be for the purpose of indicating the employee has read the material and shall not necessarily indicate that the employee agrees with the material.

**Section 6.** The Board agrees to furnish to the Union, in response to a reasonable request by the Union, any available financial information, Board minutes and agendas, which is normally considered public.

**Section 7.** The Union shall submit to the Superintendent or designee a current list of all duly elected Union officials, stewards and alternates within ten (10) days of any change.

**ARTICLE 4**  
**Union Security**

**Section 1.**     **Agency Shop**

As a condition of employment, each member of the bargaining unit on or before the thirtieth day after the effective date of this Agreement or on or before the thirtieth day after employment in the bargaining unit, whichever is later and regularly thereafter, shall tender to the Union either periodic and uniformly required Union dues, or in the alternative, a service fee in an amount equal to dues uniformly required of Union members.

**Section 2.**     **Union Dues/Service Fees and Initiation Fees**

A. Payment by Check-Off: Employees who elect to become Union members shall tender the initiation fee and monthly membership dues by signing the Authorization or Check-Off of Dues form.

Check-Off form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied from the pay of each employee who executes an "Authorization for Check-Off of Dues" form.

An employee that does not complete a Check-Off form and does not pay a service fee, shall be terminated by the Employer upon written notice from the Union. The termination shall be considered as just cause and will not be subject to the grievance procedure.

- B. When deductions begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective and shall be deducted beginning with the first pay after the business office received said forms and each pay thereafter.
- C. Change in Check-Off Deductions: Changes in the check-off deductions are the responsibility of the Union. The Union must notify the business office of any changes.
- D. Remittance of dues to financial officer: Deductions for each pay period shall be remitted on a monthly basis to the Michigan Association of Public Employees, 27704 Franklin Road, Southfield, MI 48034 with a list for whom dues have been deducted.
- E. Termination of check-Off: An employee shall cease to be subject to Check-Off deductions beginning with the pay period immediately following the pay period in which he/she is no longer a member of the bargaining unit.

**Section 3.** The Union will defend, indemnify and save harmless the Employer from any and all claims, demand, suits and other forms of liability, at its own expense, by reason of action taken by the Employer to comply with this Article.

## **ARTICLE 5**

### **Physical Examination**

**Section 1.** All physical examinations, when required, shall be provided without cost to the employees, providing the examinations are given by a Board designated physician. Should an employee wish to select his/her own physician, he/she must do so at his/her own expense. If the State deems it necessary for employees to be tested for any contagious diseases or to receive any vaccinations, the Board will provide those items.

## **ARTICLE 6**

### **Employee Evaluation**

**Section 1.** New employees will be placed on a ninety (90) calendar day probationary period. During the probationary period, the new employee will be trained as to the job requirements and evaluated as to his/her progress on the job requirements and evaluated as to his/her progress on the job. If the employee proves to be successful after ninety (90) days, he/she will acquire regular status.

**Section 2.** Once each year, each employee will be evaluated by his/her immediate supervisor. Employees shall be evaluated during the month of April and receive a written evaluation by the first of May. The objective of the annual evaluation is to better the team effort through individual growth. It will be geared toward constructive criticism and to air views for both the administration and the employee.

**ARTICLE 7**  
**Working Hours**

**Section 1.** 5-hour employees will work between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Within this time, a fifteen (15) minute break will be provided.

Employees working between 1.5 hours and 3.75 hours will work between the hours of 9:30 a.m. and 1:30 p.m.

The above listed hours may change as lunch hours change.

**ARTICLE 8**  
**Time Distribution/Equalization**

**Section 1.** Any time worked in excess of forty (40) hours in a one (1) week period, beginning with Monday, shall be compensated at a rate of time and one-half (1 1/2) an employee's regular hourly rate.

**Section 2.** Employees working more than one (1) job at different rates of pay shall not lose pay for working in a different classification. If the classification being worked has a higher rate of pay than the employee's regular classification, the employee shall receive the higher classification pay.

**Section 3.** All overtime/extra hours must be authorized by the immediate supervisor. The supervisor will maintain the Overtime Board and make every effort to spread the overtime providing all Cafeteria Employees an opportunity to work. The Equalization Log is to be placed in full view of Cafeteria Employees.

Overtime/extra hours will be charged to an employee if the employee works the overtime/extra hours or refuses to work the overtime when offered.

**Section 4.** It is agreed that those employees who are scheduled to prepare, set up, and/or work banquets, luncheons and/or special requests, shall be paid an additional fifty cents (\$.50) per hour for said duties. Typically, banquets and luncheons are scheduled on non-lunch days and outside of the regular work hours. There shall be a minimum guarantee of two (2) hours for said duties.

Any of the above duties performed during regularly scheduled hours as delineated in Article 7 shall be offered based upon strict seniority.

The Director of Food Services shall be entitled to have employees work prior to their regularly scheduled shift or after their regularly scheduled shift in fifteen (15) minute increments at the rate of pay delineated in the collective bargaining agreement.

It is understood that every situation cannot be accounted for, but "special requests" will not be done on a routine basis during working hours. If they are done during working hours, seniority prevails and the employee shall receive an additional fifty cents (\$.50) for two (2) hours. In all other cases of overtime, the equalization log shall be adhered to.

Any banquets and/or luncheons shall be paid at the rate of pay delineated in the collective bargaining agreement plus an additional fifty cents (\$.50) per hour. There shall be a minimum guarantee of two (2) hours which shall be worked, for said duties.

## **ARTICLE 9**

### **Absentee**

**Section 1.** All employees shall notify their immediate supervisor in sufficient time to have their place filled so that the regular operations of schools will not be disrupted. It is the employee's responsibility to see that such notification is made, such notification to be at least one (1) hour before his/her shift begins.

## **ARTICLE 10**

### **Substitutes**

**Section 1.** When an employee is off work for any reason, it shall be the responsibility of the supervisor or designee to determine if a substitute is needed.

**Section 2.** When a regular employee substitutes on a job with a higher hourly rate, the employee will be paid at the higher rate. All other substitutes will be paid at a rate set by the Board.

**Section 3.** If it is known by the immediate supervisor that a five (5) hour employee will be off two (2) or more days, the supervisor will fill the position as per Article 8, Section 3 utilizing the Overtime Board.

## **ARTICLE 11**

### **Holidays**

**Section 1.** All Cafeteria employees will be paid for days worked according to the approved school calendar. If school is called off for any reason on a date school is scheduled according to the approved calendar, the Cafeteria employees will be paid. In addition, the Cafeteria employees will be paid for ten (10) holidays as follows:

Labor Day  
Thanksgiving Day  
Day Following Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Day  
Good Friday  
Easter Monday  
Memorial Day  
Semester

**Section 2.** All regular employees scheduled to work during the pay period in which a holiday falls will be paid for the above holidays when they occur during the normal work week, provided they work on the day previous to and the day following the holiday, unless they are on sick leave. When one (1) of the holidays falls during an employee's paid vacation period or on a weekend, the employee shall be granted an extra day off with pay in lieu of pay for the holiday.

**Section 3.** Once each semester, during scheduled staff development days, the Food Helpers will be assigned to work their regular shift to clean.

## **ARTICLE 12**

### **Sick Leave**

**Section 1.** All employees hired on a full-time basis shall be granted an annual sick leave allowance of one (1) sick day per month. Employees hired on a part-time basis shall be granted proportional sick leave allowance. Unused sick leave shall be allowed to accumulate to a maximum of 187 days. Sick leave is to be used for illness or disability injuries resulting from accidents. A doctor's statement, in writing, providing specific disability must be provided by the employee.

**Section 2.** After five (5) or more consecutive days of illness or a pattern of continuous absence because illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section.

**Section 3.** An annual audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous absence. If deemed necessary, the Board may require a complete physical examination. Should it be determined that sick leave privileges have been abused, the Board shall notify the employee in writing indicating the expected correction. Should correction not be made, disciplinary action will be taken.

**Section 4.** An employee absent from work because of mumps, scarlet fever, measles, chicken pox or lice shall suffer no loss of salary and shall not be charged with loss of accumulated sick leave days if incidence of these diseases have occurred in the school environment.

## **ARTICLE 13**

### **Personal Business**

**Section 1.** Two (2) days of the annual sick leave allowance may be used for personal business upon the approval of the supervisor. Such leave must be arranged with the supervisor at least two (2) days prior to use, except in an emergency situation. During the course of a year, extenuating circumstances may require additional personal business days. Additional days may be granted by the Board and deducted from the employee's sick leave. Personal business is defined as that which cannot be accomplished at any other time or that which requires the employee's presence as a serious personal obligation. Examples include business/legal matters, necessary obligations/responsibilities, education requirements, and/or compelling family/personal needs.

**Section 2.** Personal business days shall not be used on the workday preceding or following a vacation or holiday or the first and last day of school without the Superintendent's approval.



**ARTICLE 14**  
**Sickness and Death in Immediate Family**

**Section 1.** In addition to personal illness and personal business, sick leave allowances may be used for absences caused by the following:

- a. Death or serious illness in the immediate family; and
- b. Death or serious illness of any person living in the household.
- c. Employees shall be allowed two (2) days per occurrence, and two (2) occurrences per year, without loss of pay in the event of death to a member of the immediate family. Immediate family includes: mother, father, husband, wife, child, step child, brother, sister, or any relative who is a permanent resident in the employee's home.

**Section 2.** Extent of leave for this purpose shall not exceed time necessary to arrange proper care for those affected.

**ARTICLE 15**  
**Other Leaves**

**Section 1.** Any employee whose personal illness or disability extends beyond the period compensated under sick leave shall be granted a medical leave of absence without salary for such time as is necessary for complete recovery. The Board reserves the right to require satisfactory medical evidence of recovery. Upon return from leave, the employee shall be assigned to the same position, if available, or a substantially equivalent position when available, providing the employee is qualified as determined by his/her credentials and past experience.

**Section 2.** Leave of absence without pay for reasons other than sickness, accident, or military leave may, upon proper application, be granted up to a period of one (1) year to employees who have two (2) or more years of service. It shall be the responsibility of the employee to be aware of the provisions of this Article. The Board shall notify the Union when an employee applies for such leave. Employees returning from unpaid leave shall be assigned to the same position, or a substantially equivalent position, providing the employee is qualified as determined by his/her credentials. Employees on leave must submit by March 11<sup>th</sup> a written request to return from a leave in the following September. Any employee who does not submit a written request shall be considered terminated, and the Board shall have no obligation to said employee.

**Section 3.** **Pregnancy Disability Leave**

- A. Pregnancy Disability Leave shall be granted by the Board to any regularly employed staff member upon written request after pregnancy has been determined.
- B. Employees on Pregnancy Disability Leave would be covered under and qualify for sick leave like any other disability or illness. The use of sick leave for reasons of pregnancy shall be governed by the attending physicians who shall indicate when the employee is unable to perform assigned duties for personal medical reasons.
- C. Upon termination of pregnancy disability, employees may request Maternity Leave without pay. Maternity Leave shall be granted for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective. The Board may grant a one (1) year extension upon written request by the employee. Should the leave exceed three (3) months,

the employee shall be assigned to the same position if available, or, a substantially equivalent position, when available, providing the employee is qualified as determined by the employee's credentials. Employees taking Maternity Leave of less than three (3) months shall be granted their same position.

#### **Section 4. Adoption Leave**

- A. The Board of Education may grant a leave of absence for adoption without pay, to any regularly employed staff member upon written request for such leave. Request for Adoption Leave must be submitted in writing after a formal adoption request has been made to an agency.
- B. Such leave of absence shall be for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective provided, however, that the Board may grant a one (1) year extension upon written request by the employee.
- C. Leave, if approved, may commence on the awarding of the custody of the child by order of the Probate Court.
- D. Employees on Adoption Leave may request reinstatement any time within one (1) year following the adoption of a child. Should the leave exceed three (3) months the employee shall be assigned to the same position if available, or a substantially equivalent position when available, providing the employee is qualified as determined by his/her credentials. Employees taking Adoption Leave of less than three (3) months shall be granted their same position.

#### **Section 5. Military Leave**

Military Leave of Absence shall be granted without pay to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Employees given such leave shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States, and be granted step adjustments on the salary schedule.

**Section 6.** Upon request, the Administration shall furnish to the Union a list of all employees on leave and the effective date the leave was granted.

**Section 7.** Management recognizes its obligation to comply with the Family Medical Leave Act (FMLA) of 1993 and to the extent the provisions of this Article are inconsistent therewith, the FMLA shall prevail.

### **ARTICLE 16**

#### **Jury Duty**

**Section 1.** Any employee called upon to serve on jury duty will be paid the difference between his/her regular take-home pay and the amount received from jury duty. The days are not to be deducted from the employee's sick leave.

**Section 2.** Any employee who is called or subpoenaed to testify during work hours in any Grosse Ile school-related judicial or administrative matter shall be paid his/her full compensation for such time.

**ARTICLE 17**  
**New Positions / Vacancies / Transfers**

**Section 1.** A vacancy shall be defined, for purposes of this Agreement, as a position previously held by an employee, or a newly created position within the bargaining unit.

**Section 2.** Whenever the initial vacancy occurs, the Business Office shall notify the Union and post the position within three (3) days. No vacancy shall be filled until it has been posted for five (5) work days and the position shall be filled within ten (10) work days of the original posting, unless there are extenuating circumstances. Notice of such vacancy shall be sent to all employees including those on layoff and vacation. Also, the vacancy shall be posted in all work areas.

**Section 3.** The Board declares its support of a policy to fill vacancies from within the bargaining unit. Therefore, applicants from the bargaining unit will receive first consideration over applicants qualified from outside the bargaining unit. Vacancies filled from within the bargaining unit shall be based on seniority and qualifications (as per job description mutually agreed upon by the Union and the Board).

Employees filling a vacancy, may, within thirty (30) calendar days, ask to return to their former position. Employees filling a vacancy will have a thirty (30) calendar day trial period. Upon successful completion of the thirty (30) calendar day trial period, the employee will obtain regular status.

**Section 4.** When a new job is placed into existence which cannot be properly placed in the existing classification and rate structure, or an existing job is changed or combined with another job to the extent that different skills and responsibilities are required, the Union will be notified in writing. The Board, will, after written notice to the Union, assign a rate to the new or changed job which shall be considered temporary for a period of time mutually agreed to by both the Board's representative and the Union. During this period the union may request in writing, a meeting with the Board's representative to review the classification rate. When the classification rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job, unless otherwise agreed to.

**Section 5.** An employee assigned to perform any duties of the Food Service Director for any period of time shall receive an additional twenty-five cents (\$.25) per hour. The responsibilities of calling for substitutes will be handled daily by this designated employee.

**ARTICLE 18**  
**Severance Pay / Retirement Pay**

**Section 1.** After completing five (5) years of service and failing to qualify for retirement, part-time regular employees, when leaving the employment of Grosse Ile Schools, will receive full pay for fifty percent (50%) of their accumulated sick leave.

**Section 2.** Those employees vested under the provisions of the Michigan Public Schools Employees Retirement Act and leaving Grosse Ile Township Schools due to retirement shall receive \$100.00 per year for each year of service for the Grosse Ile Township Schools. Every year of service after July 1, 2002, employees shall receive \$115.00 per year.

**Section 3.** In the event a full time employee with ten (10) years or more service to the Grosse Ile Township Schools fails to qualify for vesting under the Michigan Schools Employees Retirement Act, he/she shall qualify for the benefits under Article 18, Section 1, not to exceed the benefit he/she would have received under Article 18, Section 2, if he/she had been vested.

## **ARTICLE 19** **Insurance Benefits**

**Section 1.** The Board shall provide, without cost to full-time employees, Comprehensive Sick and Accident Insurance on a Long-Term Disability policy assuring payment to the employee in the event of illness at the following rate:

- A. Weekly benefits will commence with the 31<sup>st</sup> day of disability and benefits will be payable to age 65 at 66 2/3 percent of an employee's salary according to the insurance policy in effect. If the employee has days of accumulated sick leave beyond the 61<sup>st</sup> day of disability, he/she shall be guaranteed full take-home pay for the number of days for which sick leave is available. He/she shall receive, from the Board, the difference between the allowance under the insurance and his/her regular salary (after taxes) to the extent and until such employee shall have exhausted any sick leave time.
- B. Accidents and sickness are covered during the employee's contract or salary period.

**Section 2.** The Board will provide, to employees who are under contract and working a minimum of six (6) hours per day, hospitalization coverage equivalent to Blue Cross and Blue Shield, M-VF II, including Master Medical, \$5.00 generic / \$7.00 name brand drug rider, and Semi-Private Service at no cost to the employee and his/her family. Special riders are to be paid by the employee. Should the Board choose to change carriers, the Union membership shall be notified at least two weeks prior to the effective date of changeover.

**Section 3.** Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary to the extent and until such time as such employee has exhausted his/her accumulated sick leave. For each day off under Worker's Compensation, one-half (1/2) day will be deducted from the employee's sick leave. If the employee so chooses he/she may elect not to use accumulated sick leave and receive Worker's Compensation benefits only.

**Section 4.** The Board agrees to pay for Group Dental Insurance for all employees under contract and working a minimum of six (6) hours per day, according to the terms and conditions of the Board approved Dental Carrier.

**Section 5.** The Board agrees to pay for Group Vision Care Insurance for employees who are under contract and working a minimum of six (6) hours per day, according to the terms and conditions of the Board approved Vision Carrier.

**Section 6.** The Board will provide life insurance in the amount of \$12,000.00 and accidental death and dismemberment protection in the amount of \$15,000.00 to less than five (5) hour employees after they have completed their third year of service. The Board will provide life insurance in the amount of \$25,000.00 and accidental death and dismemberment protection in the amount of \$25,000.00 to five (5) hours or greater employees after they have completed their third year of service.

**Section 7.** All employees working a minimum of four (4) hours per day on a regular basis during the school year and are not qualified under Article 19, Section 2, may choose to participate in the group plan through payroll deduction. The sign-up periods will be dictated by the group plan in effect. Once an employee qualifies by working four (4) hours or more, and participates in this option, the employee will continue to qualify through the current fiscal year should he/she be reduced in hours, unless on layoff.

## **ARTICLE 20** **Procedure for Resolving Differences**

### **Section 1.**

**Step 1.** A regular employee and/or Union Representative believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment shall, within fifteen (15) working days of the occurrence or point of information, present the grievance orally to the Food Service Director, with the objective of resolving it informally.

**Step 2.** In the event the complaint is not resolved informally, it may be reduced to writing, signed by the employee and/or Union Representative, and presented to the supervisor within five (5) working days for his/her answer in writing. The supervisor shall provide a written answer within five (5) working days.

**Step 3.** If the supervisor's answer does not resolve the complaint, it may be referred within five (5) working days to the Superintendent or his/her designated representative by the Union.

The Superintendent shall arrange a meeting within ten (10) working days of receipt of the grievance with the local Union Representative, MAPE Representative and the aggrieved employee to try to resolve the grievance. The Superintendent or designee shall respond in writing to the Union and aggrieved employee (with a copy to the local Union Representative) within fifteen (15) working days after receiving the grievance.

**Step 4.** If the Superintendent fails to resolve the complaint, the Union may request the services of a mediator from the Michigan Employment Relations Commission (MERC) within twenty (20) working days of the date an answer was received in Step 3. If the Union does not wish to mediate or the matter is not resolved in mediation, the Union will notify the Superintendent, in writing, of the intent to arbitrate. The arbitrator shall be selected by application to MERC or the Federal Mediation and Conciliation Service (FMCS) in accordance with their respective rules. The arbitrator shall hear a presentation by each side and shall render a decision, which shall be binding on both parties.

**Section 2.** The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. He/she shall have no power to establish salary scales or change salary.

**Section 3.** The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.

**Section 4.** Failure of either party to appeal a decision within the specified time limits at any step of the procedure shall be considered acceptance of the decision/remedy and the difference shall be considered resolved, unless extended by mutual agreement in writing.

**ARTICLE 21**  
**Miscellaneous Provisions**

**Section 1.** This Agreement shall supersede any established rule, regulation or practice of the Board, which shall be contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms agreed to with any individual employee heretofore in effect. All future new hires shall be subjected to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

**Section 2.** If any provision of this Agreement or any application of this Agreement to any employee or groups of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any provision found to be invalid shall be renegotiated by the parties.

**Section 3.** Copies of this Agreement shall be printed in booklet form at the expense of the Board and presented to all employees now employed or hereafter employed by the Board. The Board shall also furnish ten (10) copies of the Master Agreement to the Union for its use.

**Section 4.** Summer clean up of cafeteria tables shall be part of the summer custodial clean up. Should cafeteria employees be asked to perform this work, they shall be compensated at the custodial rate.

**Section 5.** A District-wide Cafeteria Seniority list shall be maintained and posted in all school cafeterias.

**Section 6.** The Board will reimburse employees for costs incurred in any training, including registration fees and/or certification fees required by the Board. Further, the Board will pay the employee's hourly rate while attending mandatory training sessions.

**ARTICLE 22**  
**Uniforms**

**Section 1.** Suitable work clothes will be provided to all regular employees under the conditions hereinafter provided.

**Section 2.** Two (2) uniforms will be provided for each new employee upon completion of his/her probationary period with the understanding that they will be worn during working hours.

**Section 3.** All employees shall wear no less than two (2) clean uniforms during the week. All uniforms are the property of the employee and shall be carefully laundered and taken care of by the employee.

**Section 4.** A clothing allowance of \$150.00 every twelve (12) months, if needed, is to be used for uniforms and/or shoes. Those employees not utilizing the allowance for uniform or shoe replacement, based on supervisor approval, will receive \$50.00 at the end of the school year.

**ARTICLE 23**  
**Reduction of Hours / Personnel and Recall**

**Section 1.** In the event it is necessary to reduce hours in personnel, the Union shall be notified, in writing, at least fifteen (15) business days in advance of the scheduled notification regarding reduction. The purpose of the notification is to provide the opportunity, at the request of the Union, to meet on the scheduled reduction.

**Section 2.** Where there is a reduction of one (1) hour or more in the hours worked in a department, an employee may claim seniority over any other employee for the purpose of maintaining one's normal work schedule, provided he/she is qualified and has more department seniority than the employee he/she seeks to replace. No reduction in hours of one (1) hour or more shall take effect until the department supervisor gives fifteen (15) business days written notice to the employee involved.

**Section 3.** In the event it is necessary to lay off personnel, the administration will notify the Union and the individuals involved, in writing, at least thirty (30) calendar days in advance of the scheduled layoff. Reduction of personnel shall be conducted on a department seniority basis, providing qualified employees are available for the operation of the department.

**Section 4.** If a reduction is made, an equal number of positions shall be made vacant by displacing an equal number of the least senior employees. The higher seniority employees who are displaced shall select from the vacated positions in department seniority order providing they are qualified.

**Section 5.** Employees laid off through the procedures above shall be maintained on a seniority recall list and shall be recalled in the order of their seniority to openings as they occur and for which they are qualified. An employee having two (2) years of seniority or more, who waives his/her right to other departments in the system, shall maintain his/her right of recall within the department from which he/she was laid off or bumped.

**Section 6.** Should an employee be offered a position in accordance with the above for which he/she is qualified and refuses such appointment, he/she will lose his/her rights to recall.

**Section 7.** No new employee will be hired by the Board until all laid off employees eligible and qualified under the provision of this Article for that position have been recalled or declined the opening.

**Section 8.** In the event of a reduction in hours of full-time employees, reducing their hours below the minimum of six (6) hours which qualifies them for benefits, their benefits are to remain in effect for the duration of this Agreement.

**ARTICLE 24**  
**Compensation**

**Section 1.** The compensation of employees covered by this contract shall be determined by the Salary Schedule which appears in Appendix A of this Agreement.

## **ARTICLE 25**

### **Strikes**

**Section 1.** The Union shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any employee covered under this Agreement and no employee covered under this Agreement shall cause or participate in any strike or refusal to perform the duties of his/her employment.

**Section 2.** Any employee who causes or participates in any strike or refusal to perform the duties of his/her employment shall be subject to disciplinary action including discharge.



**ARTICLE 26**  
**Duration of Agreement**

**Section 1.** This Agreement shall be in full force and effect from July 1, 2010 and shall continue in full force and effect until midnight of June 30, 2012 and from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of the Agreement is provided to the other party in the manner set forth in the following paragraph.

**Section 2.** In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be prior to the expiration date set forth in the preceding paragraph.

**IN WITNESS WHEREOF**, the parties agree that all terms, benefits and conditions of this Agreement are to become effective July 1, 2010 and have duly executed this agreement on June 15, 2010.

GROSSE ILE  
BOARD OF EDUCATION

Maurice M. Malsou  
July 2nd  
Suzanne Sassone  
William Turner  
Theresa J. Hunter  
C. H. Gyan

GROSSE ILE  
CATERERIA EMPLOYEES (MAPE)

Nanette Turner  
Phyllis Dycker  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### Food Service Salary Schedule

July 1, 2010 – June 30, 2012

	Probationary	Year 1	Year 2	Year 3	Year 5	Year 10	Year 15
<b>Level 1</b>	\$10.70	\$11.38	\$12.00	\$12.11	\$12.22	\$12.32	\$12.42
<b>Level II</b>	\$10.37	\$11.06	\$11.38	\$11.58	\$11.69	\$11.80	\$11.91
<b>Level III</b>	\$10.06	\$10.70	\$11.06	\$11.45	\$11.55	\$11.66	\$11.77

## APPENDIX B

### CAFETERIA POSITIONS GROSSE ILE TOWNSHIP SCHOOLS

Cafeteria Level I (Acct'g)	Cafeteria Level I	Cafeteria Level II	Cafeteria Level III
<ul style="list-style-type: none"> <li>* Collects, rolls and counts vending machine money.</li> <li>* Prepares bank deposit and runs bank errands.</li> <li>* Counts money, prepares deposit and reconciles discrepancies for all school lunch money.</li> <li>* Compiles Point of Sales system reports and production sheets daily for Director.</li> <li>* Prepares food items for high school.</li> <li>* Performs any/all duties of a Cafeteria Level I, II, and III as assigned by the Food Service Director.</li> <li>* Prepares food items for high school and Type "B" elementary choices.</li> </ul>	<ul style="list-style-type: none"> <li>* Reviews menu for all schools.</li> <li>* Completes and reviews production sheets with Director to determine daily production amounts.</li> <li>* Calls in orders for pizza, subs, and other prepared food items.</li> <li>* Calls substitutes and serves as the Supervisor in her/his absence.</li> <li>* Performs any/all duties of Cafeteria Level II and III and as assigned by the Food Service Director.</li> <li>* Provides food for High School, Middle School, and Type "A" lunch for Elementary Schools.</li> </ul>	<ul style="list-style-type: none"> <li>* Operates computer and logs in lunches for each student.</li> <li>* Prepares debit cards for students and/or verifies student's number when ringing up student lunches.</li> <li>* Compiles money received for student lunches and accounts deposits.</li> <li>* Prints positive/negative balance report weekly for student's lunch accounts.</li> <li>* Prints Point of Sale system report daily.</li> <li>* Performs any/all duties of a Cafeteria Level III position and as assigned by the Food Service Director.</li> </ul>	<ul style="list-style-type: none"> <li>* Sets up and breaks down steam table.</li> <li>* Stocks juice, milk, other food items, plasticware, napkins, and other supplies.</li> <li>* Serves food to students.</li> <li>* Monitors temperature of food to insure safe serving conditions.</li> <li>* Sweeps and mops floors and other work areas.</li> <li>* Washes and sanitizes tables, utensils, work surfaces, dishes, pots, and pans.</li> <li>* Prepares cookies, bagels, cheese sauce, french fries and other food items.</li> <li>* Fills orders for Middle and Elementary schools.</li> <li>* Prepares lunches as ordered for staff at Elementary Schools.</li> <li>* Sets up, breaks down and cleans salad bar.</li> <li>* Sets up and cleans drink machines, milk coolers, and other equipment.</li> <li>* Empties trash as needed.</li> <li>* Empties satellite carts as needed.</li> <li>* Puts away stock items from incoming orders.</li> <li>* Washes rags as needed.</li> <li>* Locks up coolers, freezers and stock room and insures all food items are safe and secure.</li> <li>* Other duties as assigned by the Food Service Director.</li> </ul>