

AGREEMENT

between the

SPRINGPORT PUBLIC SCHOOLS

300 West Main Street
PO Box 100
Springport, MI 49284

and the

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

500 Hulet Drive
Bloomfield Township, MI 48302

FOOD SERVICE BARGAINING UNIT

JULY 1, 2012 - JUNE 30, 2014

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ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION ~ UNION SECURITY ~ CHECK-OFF

Section 1. Union Recognition

(a) The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) The term "employee" as used herein shall include all Food Service Workers, including Head Cook, Assistant Cook, Servers and Dishwashers, but excluding substitutes, on-call employees, supervisors and all other employees of the Board.

(c) All references herein to the male pronoun shall include both male and female employees.

Section 2. Union Security

(a) Membership in the Union is not compulsory. Employees have the right to join or not join the Union, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee as regards such matters.

(b) Membership in the Union is separate and distinct from the assumption by an employee of his equal obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit, and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received, and assume his/her fair share of the costs of negotiating this Agreement.

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

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

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

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

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

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

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

Section 3. Check-Off

(a) The Board shall deduct the initiation fee and Union fee dues from each employee's pay, and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month during which said deductions were made, together with a listing of each employee with the amount that is deducted each month. Provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.

(b) Such dues, as and when deducted, shall be kept separate from the district's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE III

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to unlawfully discriminate against any person or persons on account of race, creed, color, religion, sex, age, national origin, marital status, or disability. Any alleged discrimination may be processed as a grievance through the Steps, up to and including the Board level, but shall not be subject to arbitration. This Article shall not negate the employee's rights as provided in the Civil Rights Act.

ARTICLE IV

RIGHTS OF THE BOARD OF EDUCATION

(a) It is expressly agreed that all rights which ordinarily vest in, and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively in, and be exercised exclusively by the Board, without prior negotiations with the Union as to the taking of action under such rights, or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the right to:

1. Manage and control its business, its equipment and its operation, and to direct the working forces and affairs of the school district.

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

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

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

5. Adopt reasonable rules and regulations.

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

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

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

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

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

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

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

ARTICLE V

VISITATION

Between the hours of 8:00 a.m. and 5:00 p.m., authorized Representatives of the Union may, upon checking in with the supervisor or Superintendent, enter the school district buildings for the purpose of transacting official Union business during the school day. It is expressly understood that a Union Representative shall not, during the course of his visit, interrupt or interfere in any way with normal operations, or cause an employee to absent himself from his work station without proper authorization from the supervisor or Superintendent. A Union Representative in violation of this clause may be barred from further access to the buildings, and any employee in violation may be subject to disciplinary action.

ARTICLE VI

STEWARDS

(a) The employees shall be represented by a Chief Steward, who shall be chosen or selected in a manner determined by the employees and the Union.

(b) Arrangements may be made to allow the Chief Steward time off with pay for the purposes of investigating grievances, and to attend grievance and negotiating meetings, if arrangements have been made with his supervisor.

(c) During his term of office, the Chief Steward shall be deemed to head the seniority list for the purposes of lay-off and recall only; provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE VII

SAFETY PRACTICES

(a) The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their place of work, as stipulated and provided for by the law in the State of Michigan.

(b) The employees will be expected to notify the Board in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board, upon notification of an alleged unsafe condition, shall investigate such condition, and shall be expected to make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VIII

JURISDICTION

Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation, or in cases of emergency, provided there is no discrimination against the employees covered by this Agreement.

ARTICLE IX

CONTRACTUAL WORK

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

ARTICLE X

DISCIPLINE OF STUDENTS

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

ARTICLE XI

SENIORITY

Section 1.

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

Section 2.

After satisfactory completion of the probationary period, the employee will be placed on the seniority list, and seniority and all matters pertaining to benefits shall be retroactive to the date of hire as a Food Service employee.

Section 3.

Employees shall be laid off, recalled or demoted according to their seniority in the classification, and then, within their department, and any employee must be considered qualified by the supervisor to perform the duties of an available position. Any upgraded assignment made pursuant to this Section shall be considered probationary for a period of thirty (30) working days, and will become permanent if the work is satisfactory.

Section 4.

An employee will lose his seniority for the following reasons:

1. He is discharged;
2. He resigns;
3. He does not return to work upon being recalled from lay-off in three (3) consecutive days.

Section 5.

An employee promoted to a supervisory position shall have ninety (90) calendar days probation. If the employee is deemed unsatisfactory, or if he wishes to vacate his supervisory position, he may return to the bargaining unit with full accumulated seniority at any time, up to the expiration of the ninety (90) calendar days.

Section 6.

An agreed-to seniority list shall be furnished to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain date of hire and date of obtaining seniority, which shall be on the date he obtains regular employment status, and the employee's classification. Seniority in classification shall be as of the date of entry into the classification.

ARTICLE XII

TRANSFER AND PROMOTIONAL PROCEDURE

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

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

ARTICLE XIII

DISCIPLINE-DISCHARGE

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

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

ARTICLE XIV

LEAVES OF ABSENCE

Section 1. Paid Leave

(a) Sick Leave

1. Each employee covered by this Agreement will be entitled to sick leave accumulated individually at the rate of ten (10) days per year, with a maximum of ninety (90) days accumulation. If hired after the beginning of the year, sick leave days will be given on the basis of one (1) day per month of employment.

2. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, dental or optical examination or treatment, if unable to obtain same during non-scheduled working hours. Accrued sick leave limited to one (1) day per occurrence, and two (2) days per year, shall be granted for serious illness of the employee's spouse, children or parents requiring the presence of the employee. Additional accrued sick days may be used for serious family emergencies involving the employee's spouse, children, parents, or significant other person with the prior approval of the Superintendent or his designee. If abuse of sick leave is suspected, the Board may require proof of illness starting with the first day of the illness, which may include requiring the employee to present a doctor's certificate verifying the nature of the illness preventing the employee from working, provided the request for a doctor's certificate is made at such time as will reasonably allow the employee to obtain verification. The Board may also require certification by a doctor that is permissible for the employee to return to work following the illness.

3. Records of sick leave accumulated and taken shall be furnished to the employee on or about the first of each year.

4. Employee shall receive one-half (1/2) day's pay for each unused sick leave day, up to a maximum of fifty (50) accumulated days, upon retirement under the provisions of the Michigan Public School Employees' Retirement regulations, and after the minimum of five (5) years of employment by the Employer.

5. An employee moving from part-time to full-time employment, or from full-time to part-time employment, shall have accumulated sick days adjusted to reflect an unchanged liability on the part of the district.

(b) Funeral Leave

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

(c) Personal Business Days

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

Section 2. Unpaid Leave

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

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

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

(d) The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Except as required by the Act, the employee on an unpaid leave shall not be eligible for any fringe benefits. Where leave is taken because of birth, adoption or foster placement under the Family and Medical Leave Act, an eligible employee shall give not less than thirty (30) days advance notice whenever possible.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(f) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligations, provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

(g) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Union.

(h) An employee who meets all of the requirements as hereinbefore specified, shall be granted a leave of absence without pay, and he shall accumulate seniority during his leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

(i) An employee hired specifically to fill a designated position from which an employee is on leave shall not become a part of the bargaining unit.

(j) Fraudulent application for a leave or improper use of leave will result in termination.

ARTICLE XV

HOLIDAYS

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

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

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

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

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

ARTICLE XVI

GRIEVANCE PROCEDURE

Definitions:

Section 1.

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

Section 2.

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

Section 3.

A grievance concerning alleged safety hazards or termination may be processed directly to Step Two of the Grievance Procedure.

Section 4.

A grievance shall state:

1. Who is affected;
2. What happened;
3. When it happened;
4. What specific part(s) of the Contract is alleged to have been violated;
5. What specific remedy is requested.

Section 5.

Any employee grievance or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, shall not thereafter be considered a grievance under this Agreement.

Step One.

Any employee having a grievance shall discuss the grievance informally with the immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Steward to discuss the grievance.

Step Two.

(a) Within two (2) working days of the oral discussion with the supervisor, the Steward may then submit the grievance in writing to the Superintendent, stating the remedy or correction requested, plus the facts upon which the grievance is based, and the alleged Contract violation. The employee and the Steward shall sign the grievance.

(b) The Superintendent of Schools or his designate shall meet with the Steward and the grievant at a time mutually agreeable to them, but not later than ten (10) calendar days following receipt of the appeal.

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

Step Three.

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

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

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

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

Step Four.

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

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

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

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

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

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

(g) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing.

(h) The decision of the arbitrator, if within Step Four (e), shall be final and conclusive and binding upon all employees, the Board and the Union.

ARTICLE XVII

WORK HOURS AND ASSIGNMENTS

Section 1.

(a) The normal regularly scheduled work week shall consist of forty (40) hours, beginning Monday a.m. and ending Friday p.m.

(b) The normal regularly scheduled work day for Food Service employees shall be the regular daily scheduled hours. The Board has the right to adjust the daily scheduled hours up or down to meet the needs of the job, but the employee must be notified ten (10) working days in advance.

(c) Extra hours of work will be made available to all bargaining unit personnel through a seniority rotation system as follows:

When overtime is worked, employees shall rotate by seniority. Overtime work will be offered to all members of the bargaining unit, provided the employee has the necessary qualifications for the work to be performed during the overtime assignment. For overtime rotation purposes, employees declining overtime assignments shall be considered as having worked the overtime.

Section 2. Reporting Pay

Any employee called to work or permitted to come to work without having been properly notified by no later than thirty (30) minutes prior to the time he/she is scheduled to begin work, or who has not been notified that there is less than the normally scheduled work, shall receive in such instances, a minimum payment of one (1) hour's pay. Proper notification will include, but not be limited to, announcements made on radio stations, and shall include a telephone call to the residence of the employee.

ARTICLE XVIII

REST PERIODS

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

ARTICLE XIX

PHYSICAL EXAMINATION

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

ARTICLE XX

NO STRIKE AGREEMENT

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

The Board agrees not to lock out employees.

ARTICLE XXI

JOB-RELATED TRAINING AND TESTING

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

ARTICLE XXII

JURY DUTY

Employees requested to appear for jury qualification or duty shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for said time from other than the Board, excluding meal and mileage allowance, for a period of time up to sixty (60) working days, provided the employee is unable to obtain a waiver to be excused from such service.

ARTICLE XXIII

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth on Schedule A, attached hereto and made a part hereof by reference.

ARTICLE XXIV

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of the terms or conditions contained herein shall be made by any employee, or group of employees, with the Board, unless executed in writing between the parties, and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement, or any supplements thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby. The parties shall reconsider any invalid or restrained portion of this Agreement through the operation of Article XXIX.

ARTICLE XXVI

MEETINGS

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

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

ARTICLE XXVII

HOSPITALIZATION INSURANCE

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

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

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

(c) Any employee who does not take the health insurance, and presents evidence satisfactory to the Board that the employee has group health insurance coverage, shall have the option to receive for each twelve months of the year one hundred twenty dollars (\$120.00) each year of this Agreement, if the employee works four (4) or more hours a day, or sixty dollars (\$60.00) each year of this Agreement, if less than four (4) hours a day, toward an annuity plan, or to reimburse the employee for medical expenses not covered by the Employer's health insurance. The annuity carrier will be determined by the Board.

(d) The employee shall authorize payroll deduction for the premium balance. It shall be the employee's responsibility to be properly enrolled.

(e) A new employee who begins active employment after the tenth (10th) day of the month shall have all insurance coverage effective on the first (1st) day of the next month.

There shall be no double coverage.

(f) Any employee who for any reason retains group health insurance coverage, with coordination of benefits from any other source other than the health insurance provided by virtue of this Agreement and his or her employment with the Board, shall be ineligible, and shall otherwise not receive health insurance coverage provided herein, unless the coverage provided his or her spouse through the spouse's employment requires such coverage.

The following form will be distributed to all employees during the open enrollment period:

I hereby declare that the health insurance that I receive pursuant to Article XXVII of the Master Agreement between Springport Public Schools and I.U.O.E. Local 324 is the only coverage, with coordination of benefits that I retain or am otherwise eligible to receive benefits from.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

(a) The effective date of this Agreement is **July 1, 2012**.

(b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of the termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired. Notice of amendment of this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

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

(e) This Agreement shall continue in full force and effect until **June 30, 2014**.

(f) A lawfully appointed Emergency Financial Manager may reject, modify or terminate this Agreement as permitted by the Local Government and School District Fiscal Accountability Act. This provision has been added in compliance with this law.

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

Section 1.

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

Section 2.

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

Section 3.

The Employer shall provide eight thousand dollars (\$8,000.00) term life insurance coverage each year of this Agreement, premium to be fully paid by the Employer, for each employee covered by this Agreement, commencing with the calendar month following regular employment or return from unpaid leave of six (6) months or longer.

Section 4.

Requests to be absent without pay, not to exceed two (2) weeks (or longer in the discretion of the Board), shall be made in writing to the Superintendent one (1) week in advance. Approval will be by seniority and is dependent upon qualified substitutes being available.

Section 5.

Employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the City, County or State health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board, and will be paid at their regular daily rate of pay. Designated employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. If the law regarding make-up of student attendance days is amended, this provision may be subject to re-negotiations.

In the event an employee received unemployment compensation benefits (which as used herein also includes under-employment benefits) during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee will have his/her pay adjusted such that his/her unemployment compensation, plus the wages paid to the employee for the year, will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons. This provision shall be subject to the following conditions:

(a) The total of unemployment compensation plus wages earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days cancelled for such reasons.

(b) The total of unemployment compensation plus wages earned through employment in the district shall not be less than the employee's regular wages from the same or similar period during the preceding school year.

Section 6.

In the event that school is cancelled due to inclement weather or other circumstances beyond control of the District, employees covered by this Agreement shall receive their regular pay for that day. This provision shall apply to no more than one (1) cancellation per school year.

Section 7. Incentive Pay

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

Section 8.

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

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

Section 9.

A clothing allowance in the amount of one hundred twenty-five dollars (\$125.00) each year of this Agreement will be paid the first (1st) day of work. Newly hired employees will not receive this benefit until the start of their second (2nd) year of employment. Employees covered by this Agreement will receive an additional, one-time fifty dollar (\$50.00) uniform stipend upon ratification of this Agreement.

SCHEDULE A

Effective July 1, 2012:

<i>Classification</i>	<i>Probationary Rate</i>	<i>Base Rate</i>
Head Cook Middle School	\$11.36	\$12.29
Food Preparation	\$10.92	\$11.77
Server	\$10.28	\$10.46
Head Cook HS/Elementary	\$12.29	\$13.29

Any increase in wages will be consistent throughout the District. The District shall give each employee group the same percentage increase shall that become possible each year of this Agreement.

School employees' retirement pension shall be paid by the Employer. Substitute work will be paid at the following rates: non-regular employees will be paid the probationary rate; regular employees will be paid the base rate for the position in which they are substituting or their base rate, whichever is greater. When promoted to a new position on a permanent basis, the employee will be paid at the rate of fifteen cents (\$.15) per hour less than the base rate for the first sixty (60) days on the new position.

For work on special meals put on by the school district which are prepared outside regular working hours, Food Service employees will be paid at one and one-half times (1-1/2X) their regular rate of pay. The district reserves the right to have such meals catered.