

# MASTER AGREEMENT

Between the

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,  
Allied-Industrial and Service Workers International Union  
on behalf of Local Union 14758-05

FOOD SERVICE

And

MANISTEE AREA PUBLIC SCHOOLS

Effective July 1, 2016 – June 30, 2019

## AGREEMENT

This Agreement is entered into September 14, 2016, by and between the Manistee Area Public Schools, hereinafter referred to as the "Board," and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union for itself and on behalf of its Local Union 14758-5, hereinafter referred to as the "Union."

### ARTICLE I - RECOGNITION, EMPLOYEES COVERED

#### A. Employees Covered

Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board does hereby recognize the Union as the sole and exclusive representative 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 of all permanent, full-time, and regular part-time food service personnel (cooks), excluding all supervisory, clerical, custodial, teaching and substitute employees, and all other employees.

#### B. New Position

Any new position created during the life of this Agreement will be added to the unit, providing it is similar to a position heretofore recognized.

#### C. Non-discrimination

It is the continuing policy of the Board and the Union that they shall not discriminate against any bargaining unit employee on the basis of race, sex, creed, color, national origin or age, or whether or not any bargaining unit employee is a Union member.

### ARTICLE II - OPTIONAL UNION MEMBERSHIP

All employees employed in the bargaining unit or who become employees in the bargaining unit may, within thirty (30) calendar days of the effective date of this provision, or within thirty (30) calendar days of the date of hire by the Board, whichever is later, become members, or choose not to do so.

### ARTICLE III - UNION REPRESENTATION

#### A. Union Representatives

The Local Union shall advise the Employer in writing of the names of all Committee members and Local Union Officers within ten (10) days of their election or appointment. The Local Union shall have the right to call in a representative of the International Union at any time, provided it does not interfere with the employee's work.

B. Grievance Committee

The Local Union shall elect or select one (1) person to represent the employees of the bargaining unit as the Grievance Chairman.

C. Bargaining Committee

The Local Union Bargaining Committee shall be comprised of the Grievance Chairman, one (1) designated member of the bargaining unit, and the International Representative.

D. Processing Grievances

The Grievance Chairman or an alternate may process or investigate a grievance and/or complaint at his/her discretion after notifying the Employer.

The Grievance Chairman or an alternate may process or investigate a written grievance or a complaint with the Employer's representative.

## **ARTICLE IV - SPECIAL MEETINGS**

A. Special Meetings

Special meetings will be scheduled by the Grievance Chairman and the Employer, or its designated representative upon the request of either party. Arrangements for special meetings shall be made in advance. Meetings shall be held at a time mutually agreed upon. This meeting may be attended by designated representatives of the Local Union and/or a representative of the International Union.

B. Building Use

The Union may use a room, as designated by the Employer, for Union business.

## **ARTICLE V - EMPLOYEE DISCIPLINE PROCEDURE**

A. Employee Discipline

Employee discipline includes oral and written reprimands, suspensions with or without pay, reduction in rank, and discharge. An employee is entitled to have present in a disciplinary meeting, a representative of the Union. Manistee Area Public Schools believes in a progressive disciplinary process. The process usually follows this pattern:

1. Oral warning or reprimand
2. Written warning or reprimand
3. Suspension
4. Discharge

Severe violations of conduct or responsibility may result in higher levels of discipline immediately. All complaints regarding an employee's job performance by a parent of a student will be reported to the employee's attention.

## ARTICLE VI - GRIEVANCE PROCEDURE

### A. Definitions (All days herein refer to working days)

1. A grievance is a claim by one or more employees that there has been an alleged improper application or violation of this Agreement.
2. An aggrieved employee is the employee(s) who is directly affected and, therefore, will make the claim.
3. In this Article, the term, "employee" may also mean "Union," when the Union grieves on behalf of members of the bargaining unit who, because of extenuating circumstances, are unable to represent themselves.

### B. Grievance Form

Any grievance presented in writing by an employee should include the following:

1. Specific statement of facts giving rise to the alleged violation.
2. Section or subsection of this contract alleged to have violated.
3. Date of alleged violation.
4. Relief requested.
5. Signature of the grievant, if possible.

### C. Procedure

Step 1: An employee has five (5) days after he/she becomes aware of, or could reasonably have become aware of an event upon which a grievance may be filed to orally discuss the matter with the Food Service Director, who will attempt to resolve the matter informally. If the aggrieved employee is not satisfied with the oral disposition of the grievance by the Food Service Director, the employee may request the Grievance Chairman for further discussion of the matter. If discussion by the Grievance Chairman does not resolve the matter, the employee or Grievance Chairman may pursue the matter by filing a grievance in written form with the Food Service Director within five (5) days of such discussion. The Food Service Director shall return the written answer within five (5) days thereafter.

Step 2: If the Union or aggrieved employee is not satisfied with the disposition of the grievance at Step 1, notification within five (5) days thereafter shall be transmitted to the Superintendent appealing the grievance to Step 2. The Superintendent or his designee shall then meet at a mutually satisfactory time with the Staff Representative of the International Union, the aggrieved and appropriate Union representatives to discuss the matter. The Superintendent or his designee

will respond to the Union with a written answer within five (5) days of such meeting. A copy of the grievance and answer will be mailed to the International Union Representative immediately. Either party shall have the right to have present at such meeting representatives who may have knowledge of the matter and who may be helpful in reaching a resolution of the matter.

Step 3: In the event the grievance pertains to any matter other than discharge of an employee, and is not satisfactorily settled in Step 3, the Union or the Superintendent may request advisory mediation to assist in arriving at a satisfactory resolution.

If a grievance involves a claim of wrongful discharge and is not satisfactorily resolved at Step 2 of the Grievance Procedure, the Union may request arbitration as hereinafter provided for in this Agreement. The Union must notify the Employer in writing of such desire within ten (10) calendar days of the day the written disposition was given or due under the last Step of the Grievance Procedure provided for in this Agreement. In the event that a party should fail to serve such written notice, the matter shall be considered as settled on the basis of the disposition made in the last Step of the Grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within ten (10) calendar days, or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service (FMCS) requesting that an arbitrator be selected with assistance and under the rules of the Federal Mediation and Conciliation Service.

The arbitrator shall be selected from a list of seven (7) names of Michigan arbitrators supplied by the Federal Mediation and Conciliation Service. The arbitrator will be selected by the alternate striking method. The party requesting arbitration will notify the Federal Mediation and Conciliation Service of the selection.

The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues, which were or could have been made, the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration, such as prohibited subjects, under Section 15 of PERA, MCL 423.215(3).

The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties.

The expenses of the arbitrator shall be borne totally by the losing party to the arbitration. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, the Employer and on all employees. Both parties agree not to further pursue the matter in the courts.

D. Time Limits

If the time limits contained within the grievance procedure are exceeded by the Union, the grievance shall be considered settled on the basis of the last answer given by the Employer if the time limits are exceeded by the Employer's representative, the grievance shall be considered granted. Time limits in the grievance procedure may be extended by mutual agreement in writing.

E. Disclosure

At all steps of the grievance procedure, the grievant and the Union representatives shall disclose to the Employer's representatives a full and detailed statement of facts relied upon and the remedy sought, and the provisions of the Agreement relied upon. In the same manner, the Employer's representatives shall disclose all facts relied upon by the Employer.

F. Claims for Back Wages

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.

## **ARTICLE VII - DISCHARGE AND DISCIPLINE**

A. Discharge

In all instances in which the Employer concludes that an employee's conduct justified discharge, he shall first be suspended for not more than three (3) days except that no prior discipline or warning need be imposed before he is discharged if the misconduct is so aggravated, in the opinion of the Employer, as to require immediate discharge or the cause of discharge is dishonesty, drunkenness, recklessness, harassment of students, gross negligence, being under the influence of drugs or intoxicating beverages while on duty. However, the Union reserves the right to argue the reasonableness under Article VI of this Agreement. Discharge must be by proper written notice to the Union Grievance Chairman and employee. The employee or the Grievance Chairman may request an investigation as to his/her discharge. A grievance must be filed within three (3) days unless an extension of the time limits has been agreed to in writing.

B. Hearing

During this period of suspension, the employee may, if he/she believes he/she has been unjustly dealt with, request a hearing and a statement of the offense before representatives of the Board with the Grievance Chairman and/or International Union Representative present. At such hearing the facts concerning the case shall be made available to both parties. The Board shall conclude whether the discharge shall be implemented or whether the suspension shall be extended, reduced, or revoked.

C. Written Documents and Meeting

1. The Board agrees that its Superintendent will provide to the Grievance Chairman a copy of any written comment implementing the discipline and/or discharge of any employee within the bargaining unit.
2. The Board agrees to provide a facility in which an employee disciplined and/or discharged may meet with a Union representative before they are required to leave the premises. The employee shall have the right to Union representation during the disciplinary process.

D. Appeal

Should the employee or the Union consider the discharge or suspension to be improper, a grievance may be submitted by the employee in writing at Step 2 of Article VI-C within three (3) days following the action.

E. Use of Past Record

To be fair and consistent, discipline should follow a progressive pattern. Therefore, if the employee has no interim discipline within the past eighteen (18) months, then all violations older than eighteen (18) months will not be taken into consideration when taking disciplinary action against an employee.

## **ARTICLE VIII - PROBATIONARY PERIOD**

The probationary period for each new employee shall be sixty (60) days of employment for that employee. Any employee working within the probationary period may be disciplined and/or discharged by the Employer for any reason at any time.

During the probationary period an employee shall not be eligible for employee benefits. After an employee has successfully completed his probationary period of employment, he shall become a regular full-time or regular part-time employee and seniority shall start as herein provided.

## **ARTICLE IX – SENIORITY**

A. Definition

The word "seniority" means service in the employ of the Employer from the date the employee reports to work in any position represented by the Union.

B. Probationary Employees

1. There shall be no seniority among probationary employees.
2. When an employee finishes the probationary period, the employee will be granted full seniority as defined in Section A.

C. Seniority Lists

1. The seniority list for the bargaining unit will show the name, starting date, and job title.
2. The employer will provide a copy of the seniority list to the Grievance Chairman on September 15 of each year.

D. Similar Seniority Dates

If two or more employees have the same seniority date, a mutually agreeable method (coin toss, draw straws, etc.) will be done with a representative from both the union and the Employer present.

E. Loss of Seniority

Seniority shall be lost for any of the following reasons:

1. If the employee quits.
2. If the employee retires.
3. If the employee is discharged for just cause and not reinstated.
4. If the employee is absent for three (3) consecutive days without submitting a reasonable excuse acceptable to the Employer. Allowances will be made for emergency situations.
5. If the employee does not return to work from leave of absence within three (3) working days after the leave expires, without submitting a reasonable excuse acceptable to the Employer. Allowances will be made for emergency situations.
6. If the employee is laid off for more than thirty-six (36) months.
7. If the employee does not return to work within five (5) working days after the date of recall from layoff, without submitting a reasonable excuse acceptable to the Employer. Allowances will be made for emergency situations.

**ARTICLE X - LAYOFF AND RECALL**

A. Definitions

The definition of the word "layoff" means a reduction in the number of bargaining unit employees employed by the Board for any reason with recall rights.

B. Lay-off Procedure

In the event a reduction in work force requires a layoff of employees, the following procedure will be used:

1. Probationary employees shall be the first laid off.
2. Non-probationary employees shall be laid off according to seniority, i.e., the least senior employee shall be laid off first.
3. Employees to be laid off will receive at least seven (7) calendar days' notice.



C. Recall Procedure

In the event a job opening occurs while employees are laid off, the following procedure will be used:

1. The Board shall not be required to recall any probationary employee who is laid off.
2. All employees shall be required to return to their jobs when seniority permits.
3. The Board agrees not to hire new employees while seniority employees are laid off.

D. Notice

Notice of recall shall be sent to the employee at the last known address by registered or certified mail, if not reached by telephone.

**ARTICLE XI - FILLING PERMANENT JOB VACANCIES**

A. Posting

The Board shall notify the employees of newly created or vacant positions to be filled by posting. Any employee may indicate his/her interest immediately thereafter to the Food Service Director by written notice. The person awarded the vacancy shall be paid his/her current rate of pay.

Vacancies shall be posted in each building for a period of ten working days. Said postings shall contain the following information:

1. Location of work
2. Starting date
3. Number of hours
4. Hours to be worked

B. Assignment

Employees will be awarded the position by seniority, with a thirty (30) calendar day break-in period. He/she will be assigned at the next most convenient starting point, not to exceed five (5) working days following their assignment. The employee may return to his/her former position, after giving notice to the Employer, before the thirty (30) calendar day break-in period expires. The Grievance Chairman will receive from the Food Service Director the name of the applicant awarded the position. The employer has the right to deny awarding a posting to a more senior employee if that employee is working in another unit within the school district and the new position would result in overtime.

C. Transfer Outside the Bargaining Unit

If an employee is transferred to a position with the Board not included in the bargaining unit, he/she shall have his/her seniority frozen as of the date of transfer. If the employee is thereafter transferred back into a position within the bargaining unit, he/she shall have received his/her

frozen seniority and begin accumulating additional seniority as of the date of re-entrance into the bargaining unit.

D. Job Descriptions

Management reserves the right to alter or modify job duties or to add a new job class; however should the added duties significantly alter or modify the current job (or in the case on a new job) the Union reserves the right to request a meeting to discuss a wage rate for such new or modified job.

**ARTICLE XII - FILLING TEMPORARY VACANCIES**

A. Posting

Temporary vacancies may be posted or the employees may be canvassed by seniority if the vacancy is expected to extend beyond ten (10) working days. The posting will indicate the building, job description, shift, and number of hours. The person awarded the vacancy shall be paid his/her current rate of pay.

B. Returning

When the temporary vacancy is closed, the employee affected will return to his/her former job classification.

C. Day-to-Day Vacancy

Vacancies expected to last more than ten (10) days will be filled by canvassing employees having fewer regular daily hours of work, by seniority. If no bargaining unit member chooses to fill the temporary vacancy, the employer may fill the position by a substitute.

D. Substitutes

The Food Service Director shall hire a substitute for all absent employees when possible. If a substitute is not available, the Food Service Director shall offer the work of the absent employee(s) to available bargaining unit employees.

**ARTICLE XIII - LEAVES WITHOUT PAY**

A. Leave

Leaves of absence for reasonable periods not to exceed one (1) year may be granted by the Superintendent or his designee without loss of seniority. The Board hereby agrees to full compliance with all provisions of the Family Leave Act (FMLA). Seniority shall not accrue during a personal leave exceeding thirty (30) days, however, seniority shall continue to accrue during medical leave and leave taken under the Family Leave Act. Appendix C contains Fact

Sheet #28: The Family and Medical Leave Act. Any FMLA leave that involves a serious medical condition will run concurrently with any other type of leave relating to the same medical condition.

B. Application for Leave of Absence

An application requesting a leave of absence must be submitted to the Superintendent not later than two (2) weeks prior to the time the leave is to commence, provided, however, in emergency cases, exceptions may be made. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time, and, if requested, verification shall be submitted. Any extensions of leaves of absence shall be handled the same as the request for regular leave.

C. Returning from Leave

Employees returning from medical leave will be required to provide certification of their ability to return to work.

**ARTICLE XIV - LEAVE FOR UNION BUSINESS**

Members of the Union selected to attend a function of the Union, such as conventions or conferences, shall be allowed time off without pay to attend such conferences or conventions. The Superintendent will be given at least one (1) week advance notice.

**ARTICLE XV - LEAVE WITH PAY**

A. Sick Leave

Food Service employees hired prior to July 1, 2010, shall be granted ten (10) working days sick leave each year (1 per month and 1 for summer). Those hired after July 1, 2010, will be granted nine (9) working days sick leave each year. During the first year employees shall be permitted one (1) sick day for each month until they have earned a total of nine (9) days.

Sick leave may be accumulated to eighty-five (85) days. Such sick days may be used for personal illness, illness in the immediate family household requiring the care and attendance of the employee, upon request to, and approval of, the Superintendent or his/her designee.

The Board shall retain the right to require a doctor's statement concerning any illness extending more than three (3) days.

An employee, in the case of extended illness, may be granted, upon his/her request, a leave of absence of up to one (1) year without pay. Insurance benefits shall be continued by the Board for a period not to exceed three (3) months. Existing seniority, vacation and/or other leave days shall be retained but not accrued during the leave period.

B. Personal Days

Food Service employees will be granted two (2) personal days per year, not to be deducted from sick leave. Although the purpose of the use of such personal day does not need to be stated, the employee must give at least two (2) days' advance notice, if possible. Only one (1) bargaining unit employee shall be allowed to take a personal day on any given workday. Employees can elect to have one unused personal day paid out.

C. Court Appearance

Other leaves with pay, not deductible from sick leave, are absences for court appearances as a witness, when subpoenaed, except as a result of another job. Paid leaves of absence will be granted for jury duty. Any compensation received by the employee in the form of witness fees or jury pay will be given to the Employer to offset wages paid.

D. Funeral Leave

An employee shall be allowed time off, with pay not deducted from sick leave, for funeral leave for a death in the immediate family. The employee shall be granted three (3) days off for funerals within the State of Michigan; up to two (2) additional days, deducted from sick leave, may be used for a death outside the State of Michigan. Immediate family shall be defined as follows: mother, father, brother, sister, wife, husband, children, mother-in-law, father-in-law, grandchildren, grandparents, step-parents, step-children, and other members of the employee's household. In addition, the Board may grant leave for the death of another person upon request of the employee.

E. Attendance Incentive

As an attendance incentive, when an employee has accumulated eighty-five (85) sick days, he/she shall receive payment at three quarters ( $\frac{3}{4}$ ) the normal daily rate for any sick days that would otherwise be lost due to the maximum accumulation limit on an annual basis.

## **ARTICLE XVI - HOURS OF WORK**

A. Work Guarantee

1. Food Service personnel shall not be expected to report to work, but shall be paid their normal daily rate of pay on days that school is canceled due to inclement weather, provided the days are not rescheduled.
2. When individual school cafeterias are closed on official student attendance days, Food Service personnel shall be permitted to work their normal shift and receive their normal rate of pay, when requested by the Food Service Director. When food service personnel have been requested to work under these circumstances, such time may be devoted to extra cleaning and organizing activities.

On in-service days where no meals are being served and students do not attend, Food Service personnel will not report to work unless requested by the Food Service Director.

3. A Food Service worker shall be employed when a kitchen is being used for banquets, fund raising meals, or during summer feeding programs, etc., if the activity is making use of a significant amount of facilities and equipment. Such extra work opportunities shall be assigned on a rotational basis by seniority to all Local 14758-5 employees. It shall be the responsibility of the Local Union to maintain the rotational schedule. If the extra work is rotated through the Union and all members turn down the opportunity to work, then the Food Service Director can ask other individuals to fill the extra hours.

B. Hours

The normal work week shall consist of not more than forty (40) hours per week, Monday through Friday. Paid holidays, paid jury and/or personal days shall be considered as time worked for overtime computation.

C. Minimum Reporting Allowance

Each employee reporting for work shall be guaranteed two (2) hours of pay or two (2) hours of work.

## ARTICLE XVII - OVERTIME

A. Rate of Pay

Employees shall be paid time and one-half (1½) for all hours over forty (40) hours in any one (1) week.

## ARTICLE XVIII – COMPENSATORY TIME OFF

Employees, at their discretion, shall be allowed to bank paid overtime hours for the purpose of using the hours on their next unscheduled day to make up lost pay. If an employee has banked more hours than are needed to make up the next unscheduled days' pay those hours will be applied to the following unscheduled day. If banked hours are not used by May 15 of each school year, they will be automatically paid out prior to June 30 of each school year. There shall be no carryover from one school year to another. In the case of termination of employment for any cause, the employee would be paid their banked hours. In the event of the employee's death, the employee's family would be paid the banked hours.

## ARTICLE XIX - HOLIDAYS

### A. Holiday Eligibility

With proper notice, one (1) employee District-wide may take a personal day before or after a holiday and receive holiday pay. An employee taking an unpaid leave day before or after a holiday shall not receive holiday pay.

### B. Holiday Pay

Holidays for Employees hired prior to July 1, 2010, shall be paid at their regular rate of pay for the following holidays:

- |                            |                           |
|----------------------------|---------------------------|
| 1. New Year's Day          | 7. Thanksgiving Day       |
| 2. Semester Records Day    | 8. Day After Thanksgiving |
| 3. Good Friday             | 9. Christmas Eve          |
| 4. Memorial Day            | 10. Christmas Day         |
| 5. Friday before Labor Day | 11. December 26           |
| 6. Labor Day               | 12. New Year's Eve        |

Holidays for Employees hired after July 1, 2010, shall be paid their regular rate of pay for the following holidays:

- |                     |                   |
|---------------------|-------------------|
| 1. Thanksgiving Day | 4. New Year's Eve |
| 2. Christmas Eve    | 5. New Year's Day |
| 3. Christmas Day    |                   |

## ARTICLE XX – INSURANCE BENEFITS

For the life of this agreement, the Board will provide insurance up to the State Mandated Caps which are adjusted annually consistent with PA 152 MCL 15.563 for cafeteria workers in the following manner and/or amounts:

### A. Insurance Eligibility

1. Employees hired prior to July 1, 2007, and working a regular schedule of four (4) or more hours per day qualify for the insurance benefits defined in Sections B,C,D,E,F, and G of this article.
2. Employees hired on or after July 1, 2007, are required to work 30 or more hours per week to qualify for the insurance benefits defined in Sections B, C, D, E, F, and G of this article.
3. Employees hired on or after July 1, 2007, working less than 30 or more hours per week, qualify for the insurance benefits defined in Sections F and G of this article.

B. Health Insurance

Eligible employees (see section A) hired on or before July 1, 2016 and electing to take health insurance shall qualify for single subscriber, two person, or full family coverage, with the Board contributing up to the State Mandated Caps which are adjusted annually consistent with PA 152 MCL 15.563.

Eligible employees (see section A) hired after July 1, 2016 electing to take health insurance may elect single subscriber, two person, or full family coverage, with the Board contributing up to the State Mandated Single Person Cap which is adjusted annually consistent with PA 152 MCL 15.563.

The Employer may change insurance carriers to equivalent plans during the term of the Agreement. The Employer agrees to consult with the Union prior to any changes.

Caps are as follows and will be reviewed and adjusted annually by October 1 of each year, consistent with PA 152 MCL 15.563:

Single person coverage:	\$5,992.30 annually
Two Person coverage:	\$12,531.75 annually
Full Family coverage:	\$16,342.66

C. Vision Insurance

The Board agrees to pay the full premium of SET Vision Plan I, or equivalent, including a \$110 frame allowance option for all eligible employees (see Section A).

D. Long-Term Disability

The Board shall provide long-term disability insurance for all eligible employees (see Section A). Monthly Maximum Benefit of sixty percent (60%) of monthly earnings subject to a maximum benefit of \$1,500 with a Qualifying Period of ninety (90) calendar days.

E. Dual Insurance

Eligible employees (see Section A) who elect to not participate in the Employer hospitalization program shall be provided a Section 125 cash option of \$1,600 per year.

F. Life Insurance

The Board will provide a term life insurance policy in the amount of \$10,000 for eligible employees (see Section A). All other regularly scheduled employees not meeting the hour requirements outlined in Section A of this article will be provided a term life policy in the amount of \$7,500.

G. Worker's Compensation

All employees covered by this Agreement are covered by Workmen's Compensation as required by State and Federal law which provides certain benefits for those with a work-related illness and/or injury. The employee(s) shall promptly refer any medical bills in connection with a work-

related illness and/or injury to the Board for disposition of payment. In emergency situations, the employee's supervisor shall make arrangements to transport the injured or ill employee(s) to the nearest doctor providing emergency medical treatment. The doctor must be notified, if possible, by the employee that his/her injury or illness may be work-related so that all bills for treatment can be referred directly to the Board for disposition of payment. Until the affected employee is released to return to work, the Employer shall continue hospitalization insurance coverage for the employee up to a period of one (1) year.

## **ARTICLE XXI - HEALTH AND SAFETY**

The Employer and the Union will cooperate in the continuing objectives to eliminate accidents and health hazards for the safety and health of its employees during their hours of employment.

## **ARTICLE XXII - WAGES**

### A. Wage Scale

The wages shown in Appendix A will be part of this Agreement.

### B. Longevity

Each Food Service employee shall be paid an annual longevity stipend equal to twenty-five dollars (\$25.00) for each year of employment in the Manistee Area Public Schools, not to exceed six hundred dollars (\$600.00). Such payment shall be on the final payday of the calendar year and calculated on the basis of the number of prior full years of employment.



## **ARTICLE XXIII - STRIKES AND LOCKOUTS**

### A. No Strikes

The Union, nor any person acting in its behalf, nor any individual employee, will cause, authorize, support, or take part in any strike (stoppage of work) for the life of this Agreement.

### B. Lockouts

The Employer agrees that during the life of this Agreement there shall be no lockouts of employees.

## **ARTICLE XXIV - GENERAL CONDITIONS**

### A. Contracts

The Employer, at its expense, will provide to each of its employees a Contract and insurance agreement within four (4) weeks after the Contract has been signed between the parties.

### B. Sub-Contracts

In the event sub-contracting is being considered which would impact upon the employment conditions of Union employees, the Employer agrees to discuss such impact with the Union prior to any decision to proceed with such sub-contracting.

### C. Benefit Notification

On September 15 of each year, the Employer will provide for each employee a list containing the amount of accumulated sick days, and his/her length of seniority. A copy of such list will be forwarded to the International Union. Changes in retirement benefits will be posted.

### D. Vandalism

The Board agrees to pay for vandalism on school property of an employee's automobile to a maximum of one hundred dollars (\$100) of uninsured costs of repair.

### E. Certification

Current-Employees (those hired prior to July 1, 2016) are required to be Serve Safe and School Nutrition Association Certified.

Newly-hired Employees (those hired after July 1, 2016) will be required to be Serve Safe and School Nutrition Association Certified within two (2) years of hire date. They are not eligible to advance on the salary schedule until they have received the above certification.

Employer will pay registration fees, test fees, membership dues and Certification fees for all employees acquiring and maintaining Serve Safe and School Nutrition Association Certification(s).

The Employer agrees to, when possible and/or practical, facilitate the six (6) required annual CEU's in-house. If the Employer does not offer in house CEU's the employer will pay food service employees their hourly rate for up to six hours of annual mandatory continuing education needed to maintain their certifications.

Current employees (those hired prior to July 1, 2016) are required to be Serve Safe Allergens Certified by January 17, 2017 in accordance with PA 516 of 2014

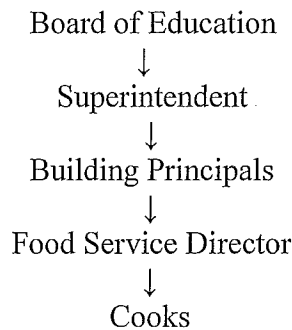
Newly-hired employees (those hired after July 1, 2016) are required to be Serve Safe Allergens Certified within 90 days of hire.

F. Meetings

Any meetings at which the attendance of the Food Service employees is required, will be paid for all hours at their regular rate of pay.

G. Supervision of Employees

The Superintendent is responsible for the general supervision for all employees. The Food Service Director is responsible for the day-to-day supervision of Cafeteria personnel. Evaluation and discipline of Food Service personnel shall be the responsibility of the Food Service Director, subject to the Grievance Procedure. The chain of command shall be as follows



## ARTICLE XXV - MANAGEMENT RIGHTS

- A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the School system and its properties and facilities.
  2. To the full and exclusive control, direction and supervision of operations and working forces and shall have the right to change jobs, hours of work, or to establish new jobs as required by operating procedures, subject to the seniority and other provisions herein contained.
  3. To establish Board regulations, practices, and safety rules, from time to time and distribute same to the employees, subject to the provisions contained herein.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities, by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE XXVI - TERMINATION AND NOTICE

This Agreement shall be effective as of **July 1, 2016**, and shall remain in effect through **June 30, 2019**.

Either Party, at its sole option, shall have the right to reopen the Contract once during the life of Agreement on the issue of Wages only. If either chooses to exercise this Section, they must notify the other Party in writing with the understanding that these discussions would begin no later than thirty (30) days after the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the duly authorized representatives this SEPTEMBER 13, 2016.

**MANISTEE AREA PUBLIC SCHOOLS:**

**UNITED STEELWORKERS  
AFL-CIO CLC**



Ronald Stoneman, Superintendent

Leo W. Gerard, Int'l President



Paul Wehrmeister, President, Board of Education

Stanley W. Johnson, Int'l Secretary-Treasurer

Tom Conway, Int'l Vice President –Administration

Fred Redmond, Int'l Vice President-Human Affairs

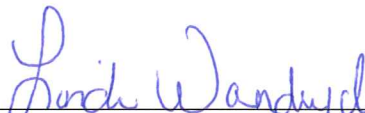
Michael H. Bolton, Director, District 2

Tonya DeVore, Staff Representative

**NEGOTIATING TEAM:**



Keri L. Carlson, Local Union 14758-05



Linda Wandrych, Local Union 14758-05

## APPENDIX A

New Employee Progression	
Wage Scale:	
Step 0 Start	\$ 9.65
Step 1	10.98
Step 2	11.48
Step 3	11.98
Step 4	12.48
Step 5	13.03
Step 6	13.53
Step 7	14.03

Step advancement is granted on the first day of the fiscal year. Employees are not eligible to advance on the salary schedule without current certification as indicated in Article XXIV.

Note: Food Service employees successfully completing Certification testing shall be paid an annual bonus in the amount of three hundred dollars (\$300). Payment shall be made to eligible employees the first payroll period of each new year.

Food Service employees will be charged for the purchase of a la carte items. Employer will provide a lunch account similar to the rest of the paid staff.

## APPENDIX B

### Job Description

The duties of the Cafeteria personnel shall be:

1. Prepare meals for students and adults in compliance with the Food and Nutrition Act Standards.
2. Maintain required food production records.
3. Maintain acceptable standards of cleanliness and sanitation as determined by the Department of Public Health.
4. Prepare menus and order food and other necessary supplies for the food production process.
5. Perform such other duties as assigned by the Administration.

### MEMO OF UNDERSTANDING ARTICLE XVI HOURS OF WORK

Article XVI, Paragraph C. shall refer to employees who have a regular daily work assignment of four (4) or more hours per day and does not restrict the Employer's rights to establish positions of less than two (2) hours per day as regular assignments with compensation based upon actual hours of work.

It is hereby understood and agreed that employees working the full school year shall be scheduled to work a minimum of one hundred and seventy-five (175) days (worked Saturdays count toward 175 days) as their standard work year, regardless of staff inservice schedules. Employees whose building may not be serving meals on a regularly scheduled day of attendance and therefore are not scheduled to work, shall not have the right to bump lesser seniority personnel from building assignments.

## Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

### COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

### ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave\*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

\* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

### LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. *See* Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

## NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. *See* Fact Sheet 28E: Employee Notice Requirements under the FMLA .

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA (and may be subject to a civil money penalty of up to \$110 for willful failure to post);
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;



- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and
- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

See Fact Sheet 28D: Employer Notice Requirements under the FMLA.

## **CERTIFICATION**

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

## **JOB RESTORATION AND HEALTH BENEFITS**

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act .

## **OTHER PROVISIONS**

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

## **ENFORCEMENT**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any

proceeding, related to the FMLA. *See Fact Sheet 77B: Protections for Individuals under the FMLA*. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

**For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).**

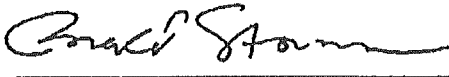
This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-866-4-USWAGE**  
TTY: 1-866-487-9243  
**Contact Us**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the duly authorized representatives this SEPTEMBER 13, 2016.

**MANISTEE AREA PUBLIC SCHOOLS:**



Ronald Stoneman, Superintendent

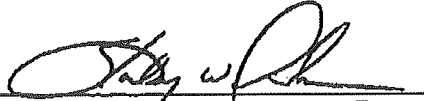


Paul Wehrmeister, President, Board of Education

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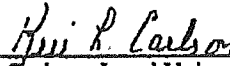


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