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AGREEMENT

between the

SPRINGPORT PUBLIC SCHOOLS

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL-CIO**

FOOD SERVICE BARGAINING UNIT

~~JULY 1, 2003 - JUNE 30, 2006~~
JULY 1, 2006 - JUNE 30, 2009

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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.

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.

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

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

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

(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.

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

(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

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

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. ~~An employee eligible for generally comparable coverage through other employment, or a spouse, shall not be eligible for this coverage.~~

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.O.U.E. Local 547 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, 2003 2006**.

(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.

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.

Each year the Board shall pay up to seventy-five dollars (\$75.00) toward the purchases of working apparel for each Food Service employee. The style of the working apparel, and the color and supplier, shall be selected by the Board. Each employee shall be responsible for the care and cleaning of the garments.

Section 7. Incentive Pay

For each full semester that an employee has perfect attendance (i.e. no sick days, emergency business days, 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

**SPRINGPORT PUBLIC SCHOOLS
BOARD OF EDUCATION**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**

Julie Baglien
Board President

Phil Schloop
Business Manager

Roland Pakonen
Superintendent

Jennifer Trudeau
President

J. David Ivers
Recording-Corresponding Secretary

Christy Humbyrd
Chief Steward

Wayne Cass
Business Representative

Server	\$9.82	\$9.99
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Effective July 1, 2008:

<i>Classification</i>	<i>Probationary Rate</i>	<i>Base Rate</i>
Head Cook	\$11.12	\$12.04
Assistant Cook	\$10.70	\$11.53
Server	\$10.07	\$10.24

~~The person in the Server classification assigned to preparing and transporting meals to other locations as assigned, will be paid the Food Preparation rate for half (1/2) of their scheduled hours (currently, six [6] scheduled hours will be paid three [3] at Server rate and three [3] at Food Preparation rate).~~

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.