

# STURGIS SCHOOL DISTRICT

STURGIS, MICHIGAN

AND

SERVICE EMPLOYEES INTERNATIONAL

AFL-CIO, LOCAL 517M

FOOD SERVICE

JULY 1, 2005 - JUNE 30, 2008

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SEIU AFL-CIO

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## **ARTICLE I - PURPOSE AND INTENT**

The general purpose of this agreement is to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The Employer and the Union agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

## **ARTICLE II - AGREEMENT AND RECOGNITION**

Section 1. This agreement is entered into this 1st day of July 2005 between the Board of Education of the Sturgis Public Schools, City of Sturgis, Michigan hereinafter called the "Board" and the Service Employees International Union, Local 586, hereinafter called the "S.E.I.U.".

Section 2. The Board recognizes the S.E.I.U., as the sole and exclusive bargaining agent for all regularly employed high school and middle school food service personnel (plus upper elementary food service personnel beginning 8-22-93) within the unit and classifications established by the Michigan Employee Relations Commission Certification Case No. R88, B-67 excluding therefrom all supervisory, secretarial, elementary food service employees and all others, including temporary, substitute and probationary employees.

The Board agrees not to negotiate with or recognize any organization other than the S.E.I.U. for the duration of the Agreement.

## **ARTICLE III - MANAGEMENT RIGHTS**

The Employer retains the sole right to manage and administer the school system and reserves, without limitation, all powers, rights and authority as said Employer had at common law including, but not limited by the generality of the foregoing, the right to decide number and location of school buildings, work schedules, including starting and quitting time, number of hours to be worked, persons to be hired, to be laid off, and to be assigned, to be transferred, to be promoted, the equipment to be used the method and manner of its use. Employer's management rights shall be limited only by the express terms and condition of this contract and any applicable law.

## **ARTICLE IV - UNION SECURITY**

Section 1. Membership in the Union is not compulsory. Employees have the right to join, maintain or terminate their membership in the Union as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards to such matters.

Section 2. Except as provided elsewhere herein, all regular employees in the bargaining unit shall, on or before the forty-fifth (45th) day following: the beginning of the school year, beginning of their employment, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment or of continued employment, either become a member of the Union or, pay to the Union an amount of money which the Union certifies in writing as a cost equal to the negotiation and administration of this Agreement. Such cost shall be verified and submitted to the Board on or before September 1 of each year and the Union shall present notice of this in writing to all employees.

Section 3. The interpretation, application, administration and enforcement of this article shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the Public Employee Relations Board and federal courts and to the extent that it does not conflict with any Federal or State laws.

Section 4. Exceptions to Section 2 above shall be:

Temporary or probationary employees shall not be required to join the Union or pay a service charge thereto.

Section 5. In the event that a regular employee covered by Section 2 above does not join the Union or tender his/her service charge to the Union, either directly or through a voluntary deduction authorization, by the forty-fifth (45th) day as required, the Employer shall deduct that amount from the employee's wages as authorized under MCLA 408.477 and remit same to the union provided the Union has complied with the following:

Fulfillment of the requirements of Section 6 in this Article;

Fulfillment of its judiciary obligations by sending written notice to the regular employee that he/she has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice should be sent to the Board.

Fulfillment of its responsibilities by sending written notice to the full-time employee (copy to the Board) that he/she has fulfilled his/her obligations by the requisite date or reasonable period of time thereafter and that a request for automatic deduction was being made to the Board. By stating in the request for automatic deduction that such request is in conformance with the provisions of the Article; that the employee has not complied with his/her obligations; that it is an official request of the Union; and that the "save-harmless" clause, set forth in section 11 below, shall be put into effect.

Section 6. If a regular employee has tendered directly to the Union his/her membership dues or the service charge, or has a written authorization in effect requiring the deduction of dues or service charge, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reason.

Section 7. In the event a regular employee does not tender his/her payment or dues or service charge directly to the Union, he/she may execute a written authorization, which must be voluntary and is revocable from year to year, preferably between June 1 and September 1.

The deductions permitted under the authorization shall be:

Union Members - The regular and equal amount of Union dues and fees.

Non-Members - The certified amount of the cost equal to the negotiation and administration of this Agreement.

Section 8. The procedure for deductions shall be:

Within ten (10) days after the beginning of the school year, the Union shall certify to the Board, in writing, the roster and the amount of the dues to be deducted. Deductions shall be made in equal monthly installments after receipt of the authorization. By the fifteenth (15) of each succeeding month, the Board shall transmit monies to the Union executive secretary.

The Union shall hold the Employer harmless on account of any monies deducted and remitted to the Union pursuant to this Section.

If the Union fails to live up to this Section, this Article shall be null and void during the life of this Agreement.

Section 9. If any of the provisions of this Article are attacked or made the subject of a lawsuit or contested in an administrative Agency proceeding, the following shall be done:

No regular employee who has received a termination notice pursuant to this Article shall be terminated until there is a final adjudication of the suit or contestation.

Section 10. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law, or if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void and the Union shall reimburse all employees who have been required to pay either dues, fees or service charges, provided such employees must request the Union for reimbursement within thirty(30) days of such court, agency, or legislative decision or action.

Section 11. As a condition of the effectiveness of this Article, the Union agrees: To indemnify and save the Board, each individual school Board member and all administrators, harmless against any and all claims, demands, costs, suits or other form of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

## **ARTICLE V - HOURS OF WORK**

Section 1. The employer will endeavor to assign hours of work on as regular a basis as is consistent with work needs.

- (a) This section shall not be construed as, and is not a guarantee of any number of hours of work per day or per week.
- (b) If an employee is more than thirty (30) minutes tardy, without notice, such employee's supervisor may send that employee home for the balance of that working day, in which event that employee shall not receive any pay for that day.

- (c) It is recognized and understood that temporary deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee request, temporary shortage of personnel and emergencies. No such deviations shall be considered a violation of this contract.
- (d) There will be no regular workday or regular workweek for part-time employees.

Section 2. Employees will be provided one paid fifteen (15) minute break for each four (4) to six (6) hours of continuous work on the same day, one paid thirty (30) minute break for six (6) to eight (8) hours and one paid thirty (30) minute break plus one paid fifteen (15) minute break for eight (8) hour per day employees. The relief periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. Attempts will be made to set the assigned rest period as duty-free, uninterrupted time. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not result in a lengthening of the lunch period or a shortening of the workday, unless specifically arranged with the immediate supervisor to cover unusual occasions.

The Board, consistent with Department of Agriculture guidelines, will provide an adult meal daily to employees covered by this agreement scheduled to work both before and after the daily lunch break.

Section 3. An employee called to work, or permitted to come to work without having been notified that there will be no work, and who is physically capable of performing her/his regular work or the work assigned, shall receive a minimum of two (2) hours work or pay at the regular hourly rate, except in cases of labor disputes.

The Board may assign employees to any work available during such two (2) hour period.

The minimum of two (2) hours work or pay shall not apply where an employee reports back to work after such employee has been absent without excuse and without notifying the Board of his/her date of return to work.

Section 4. When school is closed due to inclement weather (or similar cause), employees may be required to work. Those employees who work on such days shall receive their regular rate of pay while those employees not required to work shall receive no compensation for such days.

Section 5. The statements in this Article shall not be construed as a guarantee of hours per day or week. Nothing in this Agreement shall limit in any way the right of supervisors and/or work leaders to perform bargaining unit work providing it does not deprive regularly employed employees of an opportunity to work.

Section 6. On inclement weather days when school is cancelled, if the head cook arrives for work prior to being notified within a reasonable time frame (hours of the work day must be defined and agreed upon) she/they will be paid for the number of hours worked on that day.

## VI - OVERTIME AND PREMIUM PAY

Section 1. All employees shall be paid at one and one-half (1 1/2) times their regular rate of all hours worked in excess of eight (8) hours in any one-day, and forty (40) hours in any one week.

### Section 2.

for required (a) If requested to work overtime, an employee will be expected to do so unless excused cause. The board will try to give the employees advance notice when they are to work overtime.

will (b) The Board will attempt to equalize overtime among employees who have previously registered in writing with the Supervisor, their desire to work overtime. The Board provide an election form for this purpose.

work (c) It is understood and agreed that an employee working on a job at the end of the shift upon which job overtime is required that day, shall be given the first opportunity to such overtime, if such overtime is for less than six (6) hours.

(d) Paid leaves of absence shall count in computing overtime.

#### (e) Work Assignments:

assigned assignment will be When possible food service events other than regularly scheduled student/faculty meals (i.e., breakfast and lunch meals during scheduled school days) will be posted seven (7) days in advance of the event. Employees wishing to work such events will have an opportunity to bid on the assignments based on the seniority of those workers to the site of the event. If no one from that site bids on the job, the assignment will be open for bids from throughout the District based on seniority.

Section 3. In the event an employee receives unemployment compensation benefits (which as used herein also includes underemployment 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 works those instructional days at a later time, 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.

## **ARTICLE VII - HOLIDAYS**

Section 1. The following days shall be observed as paid holidays regardless of the day in the week in which the holiday falls:

Labor Day  
Thanksgiving and Friday following  
Good Friday  
Memorial Day  
Christmas Eve Day  
Christmas Day  
New Years Eve Day  
New Years Day  
Compensatory

Section 2. To be eligible for holiday pay, employees must be actively working during the week in which the holiday falls provided work is normally scheduled for that job classification during the week in which the holiday falls.

Qualified employees will receive one (1) day's pay for each recognized holiday or day celebrated as such. To qualify for holiday pay, an employee must have worked the last regularly scheduled work day before the holiday and the first regularly scheduled work day after his/her holiday unless (1) such employee was excused in writing by the Employer from working on such days or a Dr's slip is provided (2) the holiday occurred during his/her vacation period.

- (a) No holiday pay will be paid to an employee for any holiday which occurs after the date he/she has quit or was discharged, or while he/she is on leave of (occupational or non-occupational) or while he/she is laid off.
- (b) In the event it is necessary for any employee to work on any of the above holidays, he/she shall receive double (2) their regularly hourly rate for all hours worked.
- (c) If a holiday falls on Saturday, Friday is to be taken as a holiday and if a holiday falls on Sunday, Monday is to be taken as a holiday. If school is in session, a Friday holiday may be scheduled to the following Monday or a Monday holiday scheduled to a prior Friday.

Section 3. No holiday pay will be paid to an employee for any holiday which occurs after the date he/she quit or was discharged, or while he/she is on leave of absence or while he/she is absent due to disability (occupational or non-occupational) or while he/she is laid off.

## **ARTICLE VIII - REDUCTION IN PERSONNEL AND SENIORITY**

Section 1. Seniority shall be on a classification basis, in accordance with the employee's last date of hire. Seniority ranks second to ability and workmanship when employees are considered for promotion.

There shall be no seniority among probationary employees. Probationary employees shall be eligible for fringe benefits only after the successful completion of their probationary period.



- (a) In the event of common seniority dates, the most senior employee shall be determined alphabetically, last name first.

Section 2. All new employees shall be probationary employees until they have worked a period of forty five (45) work days for the Employer with the rights of Employer to extend the probationary period an additional twenty (20) work days if employee is absent for five (5) working days or more. If the probationary employee is absent for one (1) workday, one (1) workday will be added to his/her probationary period. If the employee is absent for two (2) workdays, two (2) workdays will be added to his/her probationary period. The same applies up to five (5) days. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes, which will qualify him/her for regular employee status.

- (a) During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to his/her relative length of service.
- (b) Upon completing his/her probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire.

Section 3. An employee's seniority shall terminate and his/her employment shall cease:

- (a) If he/she quits or is discharged
- (b) Failure to report to work upon receipt of a written notice sent by Certified Mail by the Employer, unless the employee notifies the Employer within forty-eight (48) hours of the receipt of the said notice that he/she is ill. The Certified Mail Receipt shall be accepted as proof of notification.
- (c) If he/she is absent for two (2) consecutive regularly scheduled working days without notifying the Employer within such two (2) days period of justifiable reason for such absence.
- (d) If he/she fails to return to work immediately upon the expiration of a leave of absence without justifiable reason.
- (e) When he/she has been laid off for eighteen (18) consecutive months.

Section 4. Reduction in Personnel

In the event the Board finds it necessary to reduce personnel it reserves the right to select the job classification in which the reduction in personnel shall take place. The number of personnel shall be reduced in the following order within the job classification selected by the Board:

- Part time employees
- Temporary employees
- Probationary employees
- Employees according to their seniority status

Section 5. Order of recall:

In inverse order of the above.

Section 6. When a permanent vacancy occurs in an existing job classification, the Employer shall post on the employee bulletin boards a notice of job opening, setting forth the job description and the rate of pay. All existing employees of the bargaining unit shall have five (5) working days within which to bid for said job opening. The Employer shall select the most senior employee within the classification who has the then-present ability to satisfactorily perform the work. If no one within the classification bids or is qualified the most senior employee within the bargaining unit who has the then-present ability to satisfactorily perform the job shall have the position. Upon the expiration of the posting, provided no bargaining unit employee has bid upon said job opening, or those bidding do not have the then-present ability to satisfactorily perform the available work, the Employer may use any means at his disposal for filling the job opening. In the event, from among those expressing a desire for such assignment, the most senior employee is not selected by the Employer, he/she shall be advised of the reasons by the Employer in writing. When a permanent vacancy occurs, the Employer shall, within fifteen (15) days, post the job or advise the Local Union President in writing of the intent not to fill the vacancy.

Section 7. **Procedures:**

The Board will provide employees with seven (7) working days notice prior to any layoff except for emergency situations. The Board shall give written notice of recall from layoff by mailing a certified letter to the employee at his/her last known address five (5) calendar days prior to the date of return to work. The burden to keep the personnel office informed of any address change is the employee's responsibility. The employee will report to work upon the date specified by the Board.

Section 8. **Other Conditions:**

Any layoff under this Article shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits.

**ARTICLES IX - DISCIPLINARY ACTION AND DISCHARGE**

Section 1. In the event an employee under the jurisdiction of the Union shall be discharged from his/her employment from and after the date hereof and he/she believes he/she has been unjustly discharged, such discharge shall constitute a case arising under the grievance procedure, providing a written grievance with respect thereto is presented to the appropriate supervisor within two (2) regularly scheduled working days after notice of such discipline or discharge is given the employee. Such grievance shall be processed starting at the Second Step of the grievance procedure.

Section 2. Job performance evaluations shall be in writing, a copy of which will be given to the employee and a copy of which shall be retained in the employee personnel file.

Job performance evaluations shall be signed by the evaluator and by the employee, such signature indicating receipt of but not necessarily agreement with the content of the evaluation.

Employees may file a written response to the evaluation and said response will be attached to the management copy of the evaluation and retained in the employee file.

Job performance evaluations shall not be subject to the grievance procedure unless said evaluation results in reduction in rank or loss of pay and/or discipline.

Section 3. Any disciplinary action taken by the employer will be taken within seven (7) working days of the occurrence or of knowledge of the occurrence.

## **ARTICLE X - GRIEVANCE PROCEDURE**

### **Definition:**

A "grievance" is a claim, based upon an employee's belief, that there has been a violation of misapplication of any provision in this Agreement. The "grievance procedure" shall not apply to any matter, which is prescribed by law, or state regulations. No Board prerogative shall be made the subject of a grievance.

A grievance is defined as an alleged violation of a specific Article of Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure.

### **Procedure:**

It is agreed to by both parties that the time limits specified will be adhered to unless extended in writing by mutual agreement.

#### **Step One -**

An employee with a grievance shall first discuss it with the Food Service Director within five (5) workdays from the time of the incident over which the employee is grieved. At the employee's option, one local union representative may be present at this discussion in an attempt to resolve the problem.

To Be Processed Hereunder, a grievance must be:

1. Reduced to writing.
2. State the facts upon which it is based.
3. When it occurred.
4. Specify the section of the contract, which has allegedly been violated.
5. Signed by the employee who is filing the grievance.

If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the Food Service Director. The written grievance must be given to the Food Service Director within five (5) workdays of the time of the informal discussion with the Food Service Director, in order for it to proceed. Within five (5) workdays after presentation of the written grievance, the Food Service Director shall give a written response to the grievant.

#### **Step Two -**

If the grievance is not resolved at Step 1 the matter shall be referred to the Business Manager within five (5) workdays of receipt of the decision of Step 1.

Within nine (9) workdays after the Business Manager or designee received the grievance, a meeting with the aggrieved employee and representatives (maximum three) of the local union shall be scheduled in a effort to resolve the grievance. Within five (5) workdays after the

hearing, the Business Manager/designee may give a written answer.

### **Step Three -**

If the grievance is not resolved at Step Two, the union shall refer it in writing to the superintendent of schools within seven (7) workdays after receipt of the decision of Step Two. The superintendent shall hold a hearing within thirty (30) workdays or designate one or more of its members to hold a hearing, or otherwise investigate the grievance or prescribe such other procedure, as it may deem appropriate for consideration of the grievance. The union shall have an opportunity to present its views at this step. Within ten (10) work days, the superintendent or such representative as may be authorized, shall render a decision of the grievance, and present it in writing to the aggrieved, the Local Union, the Supervisor and the Business Manager.

### **Step Four -**

If the grievance remains unresolved at the conclusion of Step 3, it may be submitted for binding arbitration at the request of the Union, provided written notice of the request for submission to arbitration is delivered to the Board within nine (9) workdays after the date of the superintendent's written decision at Step 3. Within seven (7) workdays after the date of the written notice to the Board, the Union must file a request for arbitration with the American Arbitration Association, or the grievance is closed. The arbitrator must then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be submitted in writing and shall set forth the arbitrator's findings and conclusions with respect to the issues submitted to arbitration.

### **POWERS OF THE ARBITRATOR:**

It shall be the function of the Arbitrator, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

The arbitrator shall have no power to establish salary scales.

The arbitrator shall have no power to rule on any of the following:

The termination of services of, or failure to re-employ, any probationary employee;

The placing of a probationary employee on additional probation;

Any matter involving employee evaluation;

Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.

In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

There shall be no appeal from an arbitrator's decision if within the scope of the arbitrator's authority as set forth above. It shall be binding upon the Union, its members, the employee(s) involved and the Board. The parties shall share the fees and expenses of the arbitrator equally. All other expenses shall be borne by the party incurring them, and neither shall be responsible for the expenses of witnesses called by the other party.

All arbitration hearings shall be held in the school district.

Claims for back pay: all grievances must be filed in writing three (3) calendar days from the time the alleged violation occurred. The Board shall not be required to pay back wages more than seven (7) calendar days prior to the date a written grievance is filed except in the case of a pay shortage of which the employee could not have been awarded before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files the grievance within fourteen (14) calendar days after receipt of the pay.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any source during the period of the back pay.

No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representative case.

It is understood that the arbitration clause shall not be applicable to the grievance procedure when such grievance arises in the period between the termination of the present agreement and the effective date of its successor.

The arbitrator may not make an award, which in effect, grants the grievant and/or the Union that which it was unable to secure during negotiations.

## **ARTICLE XI - LEAVES OF ABSENCE**

Section 1. - All employees, within the bargaining unit, upon satisfactory completion of their respective probationary period shall be allowed ten (10) days per year (non-accumulative) for personal illness or sickness in the immediate family.

Any additional time will be at the discretion of the Board. Whenever possible attempt should be made to schedule surgery so that the employee will lose a minimum of time away from his/her responsibilities.

Employees who use three or less sick days per year shall receive one additional days pay at his/her regular rate. The incentive payment will be made the last pay date of the current year.

Section 2. Immediate family shall include a father, a mother, a spouse, a child, a brother or sister, a

father-in-law or mother-in-law, son-in-law or daughter-in-law, grandparent or grandchild.

Section 3. Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave.

- (a) An absence because of illness or injury shall not have arisen out of or in the course of employment with the Employer or any other employer for any period of time.
- (b) The absence must be reported by the employee to the Employer at least two (2) hours prior to the shift from which the employee will be absent, providing it is possible to so report.
- (c) The employee may be asked to submit a written, signed request for sick leave pay.
- (d) If such absence exceeds three (3) consecutive working days or is on the employee's last scheduled working day before and/or the first scheduled working day after the employee's holiday specified in Article VII, the employee must present to the Employer a certificate from a doctor certifying the nature of the illness or injury which necessitated the absence and certifying that the employee's physical condition is such that he or she is able to return to work if the Employer so requests.
- (e) The Employer may require a doctor's certificate from a doctor of the employer's choosing for any employee where it appears that an employee is abusing the paid sick leave benefits. The employer will pay for this certificate if the certificate supports the employee's claim.
- (f) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or discharge depending upon the circumstances involved.

Section 4. A bereavement leave of three (3) days will be granted for members of the immediate family as defined in section 2. Up to two (2) additional days may be requested when circumstances warrant.

Any leave of absence for funerals other than the "immediate family" will be at the discretion of the superintendent of schools.

Section 5. All permanent employees within the bargaining unit, upon satisfactory completion of their respective probationary period, shall be allowed two (2) day per year for personal business. The personal business leave of absence shall not be included as one of the ten (10) days per personal illness, personal sickness and death. Personal business leave may not be used in conjunction with paid holidays or vacation periods. Except in the case of emergency, requests must be submitted at least five (5) days in advance.

Section 6. Military leave and re-employment shall be granted according to State and Federal statutes.

Section 7. Unpaid leaves shall be at the discretion of the employer taking into consideration the current workload, availability of substitutes and the number of requests. Requests for unpaid leave must be submitted in writing at least one week in advance of the requested leave.

Section 8. When any employee, within the bargaining unit is required to serve on a jury or is subpoenaed as a witness, except in a case against the employer, that employee shall be excused from his/her regular duties on that day or those days on which he/she is required to serve or appear in court. If the employee's attendance in court is not required for a full day, the employee shall work all scheduled hours during that period in which his/her attendance is not required. Employees shall be paid for all time actually worked at the applicable rate, and shall be paid an amount, which added to the jury fee or witness fee, shall equal the amount that employee would have received had he/she worked his/her regularly scheduled shift. Absence because of jury duty or as a subpoenaed witness shall not be counted within the ten (10) days allowed for personal illness, personal sickness and death. Employees shall not be compensated for work missed due to legal proceedings involving the employee his/herself.

Section 9. The Employer agrees to grant written leave of absence without pay for a period of up to three (3) months to any employee with at least one (1) year's seniority, where adequate reasons can be shown. By mutual agreement, such leave of absence may be extended. Any employee granted such leave of absence shall be returned to work with accumulative seniority and at the prevailing rate of pay, in his/her former classification.

Section 10. A substitute taking the place of another employee on leave shall be placed on the general seniority list upon satisfactorily completing one hundred twenty (120) consecutive days of work. The new employee's rate of pay shall be the starting salary of that particular job unless the substitute has previous work experience in that job classification with the Sturgis Public Schools which would qualify him/her for a higher rate. Notice, in writing, shall be given to the Union, stating the employee's name, classification, date of hire and anticipated term of employment upon the hiring of temporary employees for a period of sixty (60) consecutive or more work days.

## **ARTICLE XII - WAGES**

Section 1. Wages shall be as shown in Appendix A

## **ARTICLE XIII - INSURANCE**

Section 1. Upon satisfaction of the "at work" requirement in Section 3 and submission of a properly executed application the Board will provide single premium health insurance coverage to full time employees covered by this Agreement

Such employees may at their own expense extend the coverage to include eligible family members.

For the duration of this contract the employers premium contribution shall be calculated on a base defined as the 2005-2006 Blue Cross Blue Shield CB4 10/40 RX single premium of \$346.65.

Every year the Board of Education shall determine the percentage increase in Blue Cross Blue Shield CB4 10/40 RX full family premium as compared to the base.

For year 2006-2007, the percentage increase that exceeds 10% of the defined base shall be paid by the member. The excess percentage shall be applied to the 2006-2007 rates. For example if the

increased rate was determined to be 10.1%, the members would pay 0.1% of the rate.

For year 2007-2008, the percentage increase that exceeds 20% of the defined base shall be paid by the member. The excess percentage shall be applied to the 2007-2008 rates. For example if the increased rate was determined to be 20.1%, the members would pay 0.1% of the rate.

If the increase as determined by the Board of Education does not exceed 10% in 2006-2007 and 20% in 2007-2008, the members shall make no additional contribution.

Members shall be allowed to pay premium contributions, if any, with pretax dollars through a Section 125 plan established by the employer.

Section 2. For those employees qualifying for but not desiring health insurance coverage the Board will provide a cash option up to \$150.00 per month toward the options available under the agreed to insurance coverage. (In order to elect this alternate the employee must show proof of hospitalization coverage from another source).

Section 3. Benefits provided in this Article would take effect the first day after the probationary period.

Section 4. For purposes of this Article only, full time employees shall mean an employee whose normal work schedule is six hours or more daily.

#### **ARTICLE XIV – CLOTHING**

Section 1. A \$85.00 clothing allowance will be given to each employee returning the following year, and a \$100.00 allowance for new employees will be given to purchase their choice of shirts, aprons or hats as needed, to follow the color code of their school, from our designated vendor. The initial uniforms will be ordered within a five workday period of the time school begins or the time of employment. If more need to be replaced, as decided by the Food Service Director, the Board will provide the replacements.

Section 2. Maintenance of employer provided uniforms shall be the responsibility of the employee.

#### **ARTICLE XV - NO STRIKE CLAUSE**

Section 1. The Union agrees that during the life of this agreement, neither the Union, its agent, or its members will authorize, instigate, aid, condone or engage in a strike, work stoppage, refusal to work, slowdown or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

Section 2. Any employee, group of employees or Union steward who instigates, aides or engages in a strike, work stoppage, refusal to work, slowdown or any other concerted interference with the operations of the Employer may be disciplined or discharged within the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such prescribed activities shall be subject to the grievance procedure.

#### **ARTICLE XVI - MISCELLANEOUS**

Section 1. As a condition of employment, all employees may be asked to pass a pre-employment



physical examination and following employment shall thereafter be required at the discretion of the Employer to satisfactorily pass periodic physical examinations. All examinations shall be at the expense of the Employer.

Section 2. Employees must immediately report to the Food Service Director all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them are involved. Employees shall be required to fill out report forms made available by the Employer.

Section 3. Every employee shall observe all safety rules, which are established by the Employer and shall use such safety devices or equipment as required by the Employer. Any infraction of any safety rule or failure to use such safety devices or equipment shall cause the Employer to take disciplinary action.

Section 4. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto; the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 5. Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his/her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Section 6. It shall be the responsibility of each employee to meet the qualifications for any license required for the performance of his/her job responsibilities. Any license required must be kept valid and up to date to qualify for continued employment. The cost of the license shall be the responsibility of the employee.

Section 7. Non-bargaining unit employees will not perform work of the bargaining unit, except for seasonal employees; those hired for the purpose of training and instruction, or to cover an emergency situation.

Section 8. It is mutually agreed that the specific terms, provisions or conditions of this Agreement can be changed or modified at any time during its term, by mutual consent of the Employer and the Union.

Section 9. If the Employer and the Union mutually agree to conduct negotiations during working hours no employee will suffer any loss of pay.

Section 10. The responsibility for keeping the payroll office informed of current status regarding exemptions, deductions, withholding insurance and other such payroll related matters is that of the employee. Such notice is to be in writing. The consequence of failing to keep the payroll informed is solely that of the employee.


Section 11. If the District operates a food service program in the summer months, employees may volunteer to work, and the District shall fill the positions using volunteers, seniority ranks second to ability and workmanship when employees are considered for positions. If there are not sufficient volunteers to fill the positions, the District shall hire workers from any source they choose. Pay rates for

summer positions are determined by the Board.


Section 12. If an employee is required to use their automobile in line with their job, the employer agrees to pay mileage according to the IRS rate.

**ARTICLE XVII – TERMINATION**


Section 1. This agreement shall take effect upon ratification by both parties and shall remain in full force and effective until the 30<sup>th</sup> of June 2008 and from year to year thereafter, unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.



Terry VanEyck, Business Representative  
SEIU AFL-CIO Local 517M



Warren E. English, Jr., President  
Board of Education  
Sturgis Public Schools



JoAnn Rice, Local President  
SEIU AFL-CIO, Local 517M



Robert M. Olsen, Superintendent  
Sturgis Public Schools

July 1, 2005  
DATE

## APPENDIX A

### FOOD SERVICE EMPLOYEES

| <u>Wage Schedule</u> | <u>2004-05</u>          | <u>2005-06</u> | <u>2006-07</u> | <u>2007-08</u> |
|----------------------|-------------------------|----------------|----------------|----------------|
| 0-1 year             | \$8.27                  | <b>\$8.42</b>  | <b>\$8.57</b>  | <b>\$8.72</b>  |
| 2-4 years            | \$9.12                  | <b>\$9.27</b>  | <b>\$9.42</b>  | <b>\$9.57</b>  |
| 5-7 years            | \$10.08                 | <b>\$10.23</b> | <b>\$10.38</b> | <b>\$10.53</b> |
| 8-10 years           | \$11.14                 | <b>\$11.29</b> | <b>\$11.44</b> | <b>\$11.59</b> |
| 11+ years            | <u>step added 8-'05</u> | <b>\$12.24</b> | <b>\$12.39</b> | <b>\$12.54</b> |

- a. Employees hired after February 1 each year will not be eligible for an increment increase until September of the year following that in which they were employed. Rate increases for employees become effective on the first payroll/work period preceding the first all staff day, signaling the start of the new school year.
- b. Years of service will be limited to that experience gained as an employee of the Sturgis Public Schools.
- c. The following assignments will receive an hourly differential of \$.50/hour:

Satellite Coordinator

The following assignment will receive an hourly differential of \$.75/hour:

Head Cook High School  
Head Cook Middle School  
Truck Driver

The following assignment will receive an hourly differential of \$1.00/hour. The Head Cook for Eastwood will work with the Food Services Director to plan menu, conduct inventory, and order commodities. If in the future, the position is restructured, the pay differential will be aligned with the High School Head Cook position (+\$.75/hour).

Head Cook Eastwood

Employees covering for the Person in Charge (PIC) will receive their normal hourly wage plus the hourly differential, if the work is done in its entirety. Two people may share the PIC job with approval from the Food Service Director. Employees asked to help the PIC Sub will not be given an hourly differential. PIC Subs will need to notify the Food Service Director to receive a separate time card for these days as needed.

- d. All new employees shall be probationary employees for a period of forty-five (45) working days. During the probationary period the employee will be paid \$.25 per hour less than the regular rate.