

MASTER AGREEMENT

BETWEEN

SOUTH HAVEN BOARD OF EDUCATION

AND

LOCAL 517M
SERVICE EMPLOYEE INTERNATIONAL UNION
AFL-CIO-CLC

Food Service Workers

Expires: August 15, 2011

The South Haven Public Schools and Local 517M of the Service Employee International Union agree that they shall not discriminate in their policies and practices with respect to compensation, terms or conditions of employment because of an individual's race, color, religion, sex, national origin, sexual orientation, age, height, weight, marital status, political belief or handicap. The Director of Personnel is the compliance officer for issues related to Title VI, VII, IX, Section 504, and A.D.A. The compliance officer can be reached at 269-637-0544.

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the South Haven Public Schools, Counties of Van Buren and Allegan of the State of Michigan (hereinafter called the “Employer”) and Local 517M of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC (hereinafter called the “Union”);

WITNESSETH:

ARTICLE I

PURPOSE AND RECOGNITION

- 1.1 **Purpose.** The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful working relations for the mutual interest of the Employer, the employees and the Union.
- 1.2 **Recognition.** The Employer, pursuant to the certification of the Michigan Employment Relations Commission, dated June 9, 1999, recognizes the Union as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment, or the conditions of employment.
- 1.3 During 2008-09 the Food Service Department will include the classifications of a) Building Managers, b) Food Service Technicians, and c) Food Van Driver.
- 1.4 **Limitations.** The purposes for which recognition is granted and the definition of the bargaining unit shall in all particulars conform to the certification of the Michigan Employment Relations Commission and the provisions of the applicable law.

ARTICLE 2

AGENCY SHOP

- 2.1 All employees within the bargaining unit shall, upon completion of 40 working days of employment, either become Union members or pay to the Union a Service Fee determined in a legally permissible manner and amount not to exceed the monthly dues.
- 2.2 All employees shall either sign and deliver to the Employer an assignment authorizing deduction of membership dues or Service Fees or cause to be paid to the Union the Service Fee. In the event that an employee shall refuse and fail to do so, the Employer shall, at the request of the Union, deduct the Service Fee from the employee's wages and remit to the Union in accordance with the procedure below. The Employer shall not in any event be required to deduct any delinquent service fees.
- 2.3 In cases of non-payment of the Service Fee, the Union shall provide written notice to the employee of non-compliance, explaining that he/she is delinquent in not tendering the Service Fee. If the employee fails to comply within fourteen (14) days, the Union shall give written notice to the Employer that the employee has failed to tender the Service Fee. Such notice will be accompanied by a copy of the notice of non-compliance provided to the employee, together with a statement indicating the date and manner in which such notice was provided to the employee. The Employer shall, upon such notice from the Union, act pursuant to Section 2 above.
- 2.4 The Union agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency cost that may arise out of or by reason of, action by the Board for the purpose of complying with the Agreement.

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES

- 3.1 **Union Rights.** The Union shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:
- 3.11 **Meeting Facilities.** The use of school facilities for meetings, when a custodian is on duty, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Union agrees to abide by the rules and regulations established by the Employer for use of school facilities.
- 3.12 **Employee Communications.** The Union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof, or the reasonable use of the Employer's mail service. All materials shall bear the name of the Union and the name of the person authorizing the posting or the distribution thereof. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed materials shall be derogatory to the Employer nor to any employee. The Union shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.
- 3.2 **Union Responsibilities.** The Union shall have, in addition to other responsibilities expressly set forth herein, the following responsibilities:
- 3.21 **Union Representatives.** The Union shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a written notice.
- 3.22 **Compensation for Union Business.** The maximum number of employees who shall be paid by the Employer while conducting negotiations and processing a specific grievance, under the formal grievance procedure of this agreement, shall be limited to four (4) and compensation shall be the regular straight time rate of pay and shall cease at the end of the regular scheduled working hours of any day on an assigned shift. The Employer shall not be obligated to pay employees for attending called Union meetings in preparation for negotiations or in preparation for presentation of a grievance under the formal grievance procedure of this Agreement.
- 3.23 **Working Conditions.** Duly authorized representatives of the Union shall be permitted to participate in any discussion relative to hours, wages, and working conditions at any time upon presentation of proper credentials to the Employer or his designated representative, provided it will not be detrimental to the management and function of school and its students.

ARTICLE 4

NO STRIKE

The Union, its members, its representatives and agents agree that they shall not cause, support or take part in a strike or withholding of services for the duration of this Agreement.

ARTICLE 5

SENIORITY

- 5.1 **Probationary Period.** A new employee shall be in a probationary period for the first 40 actual days worked. There shall be no seniority for probationary employees, and such employees, including laid off, suspended, or discharged probationary employees, shall have no recourse to the terms of this Agreement.
- 5.2 **Seniority Defined.** Seniority shall be measured from the date that an employee first performed services for the Employer. If two (2) or more employees have the same service date, the employee having the lowest Social Security Number shall be deemed to be most senior. For the purpose of this section “service date” shall mean the date when the employee first provided services for the Employer after the last interruption of service, if the employee has been employed more than once by the Employer. A break in service of not more than twelve (12) calendar months or an authorized leave of absence shall not be an interruption of service, but such period shall not be included in the determination of the total amount of seniority except as required by law or as the terms of the leave of absence shall otherwise provide. It is expressly agreed that this section shall be interpreted such that a person who previously quit employment with the Employer or whose employment was previously terminated by the employer and then is rehired by the Employer shall receive no seniority credit for any such previous employment.
- 5.21 A Food Service Worker shall gain a day of seniority for each day worked within the Department rather than hours.
- 5.3 **Seniority List.** The Employer shall prepare and maintain a seniority list of Food Service Workers, a copy of which shall be furnished to the Union upon request. The names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service date starting with the employee with the greatest amount of seniority at the top of the list.
- 5.4 **Loss of Seniority.** Seniority shall be lost if the employee:
- 5.41 Voluntarily quits;
 - 5.42 Is involuntarily terminated and the termination is not reversed through the procedure set forth in this Agreement;
 - 5.43 Retires;
 - 5.44 Takes an unauthorized leave of absence, or fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall otherwise expressly agree in writing; or
 - 5.45 Otherwise terminates his employment relationship with the Employer.

SENIORITY (Cont.)

5.5 **Super Seniority.** The Unit President and one (1) Steward, by virtue of their positions, shall have top seniority within the bargaining unit for the purposes of layoff and recall.

ARTICLE 6

VACANCIES, PROMOTIONS, AND TRANSFERS

- 6.1 The Employer shall have the right to transfer or promote employees in accordance with the following procedures, namely:
- 6.11 **Notice.** Notice of all vacancies and newly created positions within the bargaining unit shall be posted in each building for five (5) days and a copy sent to the unit president. When school is not in session, notice shall be sent to every employee. Employees with jobs that will be eliminated must have two (2) weeks notice, when possible to do so.
 - 6.12 **Bidding.** Any employee in the bargaining unit may bid for a job opening by notifying the Employer in writing within the posting period.
 - 6.13 **Selection.** Any posted position within the Department shall be filled by the most senior employee who has bid for the position and who possesses the qualifications for such position as determined by the Employer. An employee, to be eligible, must have performed satisfactorily in his present classification or position and must be qualified to perform the duties of the new classification or position. If the job opening is not filled by bidding, the Employer shall have the right to employ a new hire.
 - 6.14 **Trial Period.** The successful applicant shall be granted a trial period of forty (40) work days, provided that the Employer may terminate the trial period early after consultation with the Union if the employee demonstrated a clear lack of ability to learn the job where safety and health are involved.
 - 6.15 **Compensation.** During the trial period, the employee shall be entitled to receive the rate of pay designated for the new classification of position.
 - 6.16 **Transfers.** It is recognized that changes in assignment are sometimes necessary. Although the right of determination to assign or transfer rests with the Board, no assignment or transfer will be made without prior discussion with the employee. Employees who have indicated an interest in change of assignment will be considered first and all transfers will be voluntary when possible. When transfers are required or of an involuntary nature, the least senior person best qualified for the job shall be selected. Reasonable consideration will be made to remove an involuntary transfer when it is practical to do so.
 - 6.17 **Other Transfers.** Nothing herein shall limit the right of the Employer to temporarily transfer or promote an employee for a period not to exceed thirty (30) days, nor to transfer or promote the least senior qualified employee who has not applied for such transfer or promotion, if in the opinion of the Employer there shall be no applicant who possesses the minimum qualifications for the position. An employee who has been temporarily transferred or promoted shall receive the

VACANCIES, PROMOTIONS, AND TRANSFERS (Cont.)

minimum rate of pay designated for such position, provided that such rate is higher than his former rate.

- 6.2 **Union Notification of Leaves, Transfers, or New Hires.** Whenever a leave, transfer, or new hire occurs, Personnel will notify the Unit President within (8) business days of the occurrence.
- 6.3 **Rotating Roster for Catering Jobs.** The employer will establish a rotating (by seniority) roster for catering jobs with someone from the building where the event is taking place being the first placed.

ARTICLE 7

LAYOFF AND RECALL

- 7.1 **Determination.** If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees.
- 7.2 **Layoff Procedure.** In case of layoff, the least senior employees shall be laid-off first as long as there are qualified employees to meet the staffing requirements of each classification. If an employee to be laid-off in a classification is more senior and holds the qualifications for another classification as determined by the employer, that employee may bump the less senior employee in the other classification. In the case of layoff, the employer will make reasonable effort based on qualifications to provide the more senior employees remaining, the longer work schedules. Other than provided by law, wages and benefits are suspended during a period of layoff.
- 7.3 **Recall Procedure.** Employees shall be recalled in the reverse order in which laid-off, provided, however, that the Employer shall not be required to recall an employee in such order if the Employer determines that such employee does not possess the qualifications necessary to perform the duties of the job to which the employee will be assigned. If any employee shall fail to report for work at the time specified at the time of recall, unless an extension is granted in writing by the Employer, or the notice to report to work was given to the employee less than forty-eight (48) hours in advance, the employee's failure to report to work shall be considered as a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer. The obligation of the Employer to recall a laid-off employee shall terminate twelve (12) months following layoff.
- 7.4 **Intent to Return.** Upon receiving notice of recall, the employee shall notify the Employer within 72 hours whether or not he/she will return to work.
- 7.5 **Change of Address.** It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive. If change of address is not provided, the employee shall not be subject to recall provided the recall procedure is followed.
- 7.6 **New Hires.** No new employees shall be hired while qualified employees are on lay-off status.

ARTICLE 8

AUTHORIZED ABSENCE

Since the absence of an employee generally has an adverse effect on the quality of the Employer's educational program and imposes increased responsibilities on other employees and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee nor to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

- 8.1 **Leave Days.** Leave days will be front loaded by providing three (3) days at the beginning of the school year. One (1) day per month will be added commencing at the end of September through May for a yearly total of twelve (12) days. Employees must work at least 50% of the month to receive the additional leave day.
- 8.11 **Leave Days Defined.** These days may be used for illness, accident or disability (other than worker's compensation disabilities) of the employee or the employee's spouse or children or parents of the employee. Such days may also be used for the personal business of the employee. It is agreed that leave days shall not be used for recreation, including by example, hunting, fishing, camping, or general shopping trips. Nor may these leave days be used to begin or extend a school vacation or holiday period. However, one (1) such day annually may be used to attend a school activity or trip in which an employee has a child or grandchild participating.
- 8.12 **Unused Leave Days.** Leave days shall accumulate to a total of forty-five (45) days. These days will be supported by a Board paid long term disability policy on each eligible employee. Upon termination or retirement after twelve (12) years of service, an employee shall receive a bonus payment equal to one (1) hour's pay at the employee's current hourly rate multiplied by the number of accumulated days.
- 8.13 The employee must request leave day(s) at least 5 working days in advance. The employer will respond in writing within the 5 days of any leave request.
- 8.2 **Jury and/or Court Leave.** An employee who is called for jury duty or to give testimony before any legal, judicial or administrative tribunal, and, providing that it will not apply to any cause in which the employee is the party to the action, shall be compensated for the difference between their normal salary and that which they receive for performance of such duty, less reimbursed expenses and travel allowance.
- 8.3 **Funeral Leave.**
- 8.31 An employee shall receive 4 days with pay for each death of his/her spouse, mother, father, child, stepchild, brother, sister, mother-in-law, father-in-law, brother or sister-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law or son-in-law.

AUTHORIZED ABSENCE (Cont.)

8.4 Military Leave

8.41 **Regular Duty.** An employee who is drafted or volunteers for the Armed Forces of the United States of America shall be granted a leave of absence without pay and shall be entitled to such seniority and reinstatement rights as provided by applicable federal law.

8.42 **Temporary Duty.** An employee called to temporary active duty as a member of the National Guard or other reserve unit shall be granted a leave of absence without pay for the duration of such temporary active duty. Seniority shall accrue for such employee during any such temporary military leave of absence.

8.5 **Family & Medical Leave Act.** Unpaid leave necessary to respond to one's own, or to one's family health or medical problems or other related conditions shall be governed by the federal Family & Medical Leave Act. At the option of the Board of Education, and upon the request of the employee, the Board may extend such leave up to one year. This meritorious leave or extension shall not constitute a precedent for future request and shall not be subject to the grievance procedure.

8.6 **Unpaid Inservice Leave for Union Business.** The Employer agrees to grant twenty four (24) hours of unpaid in-service which may be used in accordance with the following guidelines, namely:

8.61 Attendance at meeting of the Service Employees International Union for the purpose of conducting official SEIU business, including conventions, workshops, schools and other similar activities related to the representation of the employees covered by this Agreement.

8.62 Not more than one (1) person from a building may be granted union leave at a time.

8.63 A request for a leave shall be made in writing not less than five (5) working days prior to the leave.

8.7 **Employee Sick Bank.** A procedure is established for employees to donate leave days to a sick bank for the use by employees who suffer a personal catastrophic illness or injury, who have exhausted their paid leave days, are not yet eligible to receive long term disability benefits, are not otherwise compensated by other insurance or workers' disability benefits for time off work, and are granted sick bank days by a sick bank panel. Any sick bank leave days would run concurrent with FMLA. The Board of Education will donate and frontload 30 leave days.

8.71 Sick bank days may only be used for personal catastrophic illness or injury. "Personal catastrophic illness or injury" is a condition of extreme seriousness that extends for a prolonged period of time and is supported by a medical statement from a licensed physician.

AUTHORIZED ABSENCE (Cont.)

- 8.72 The number of sick bank days an employee may use shall be limited to the least of: 1) the number of days donated by other employees, b) the number of days necessary to qualify the employee for Long Term Disability Insurance benefits, if such a bank did not exist, or c) the number of days determined by the sick bank panel.
- 8.73 An employee may apply for sick bank days on a form approved by the Board and the Union. If the employee is incapacitated, the Union president may apply on behalf of the employee. The completed application must be submitted to the sick bank panel. In order to be determined eligible to use sick bank days, an employee must establish all of the following:
- 8.74 A sick bank panel composed of three Union representatives and two school administrators shall be established to consider applications to use sick bank days. This panel shall review each application to determine if the employee meets the eligibility criteria, and if so, the number of days to be requested for donation from other employees. Factors to be considered by the panel in making its determination shall include the degree of seriousness of the illness/disability, the anticipated duration of the absence from duty, whether the employee could reasonably have scheduled surgery/treatments for the illness/disability to occur outside of the duty year, and such other factors as the panel shall deem appropriate in any particular case. The panel may request additional information from the employee as it sees fit. The panel shall issue a written statement of their decision and rationale in each case. All decisions of the above panel as to whether to grant applications for use of sick leave bank days shall be final and binding and shall not be subject to the grievance procedure.
- 8.75 If the sick bank panel determines that the employee is eligible to receive sick bank days, a request shall be made of all employees to donate leave days to the sick bank. Donation of leave days by employees to the sick bank shall be strictly voluntary on the part of employees. Each employee is limited to donating one leave day per request. The order in which leave days donated to the sick bank are used shall be determined on a random basis by the employer. Such determination may not be grieved. Unused leave days donated to the sick bank shall not accumulate and shall be credited back to the donating employees whose days were not used. Donated leave days used through the sick bank shall be charged for all purposes as if the donor had used the leave day himself or herself. In the event that there are multiple requests for donation of leave days to the sick bank in any school year, no employee shall be charged in any school year with use of more than one leave day through the sick bank until every other donation employee has been charged with one leave day so used.
- 8.76 The use of the word employee(s) in the entirety of Section 8.7 is specifically limited to mean a member or members of the bargaining unit as defined in Article 1 of this Agreement.

AUTHORIZED ABSENCE (Cont.)

8.77 At the beginning of every school year the employer will donate 30 days to the sick leave bank. These days shall not accumulate from year to year.

SOUTH HAVEN PUBLIC SCHOOLS
Food Service Worker Sick Bank Request Application

To the Applicant: Please provide all of the information requested in this form. Attach additional pages if necessary to provide all information. Your request for use of sick bank days is governed by Article 8 of the Collective Bargaining Agreement between South Haven Public Schools and Service Employees International Union Local 517M on behalf of Paraprofessionals. Please review the provisions of Article 8 that provide for the sick bank.

1. Date of Application _____

2. Applicant's Name _____

3. Describe your personal catastrophic illness or injury. "Personal catastrophic illness or injury" is a condition of extreme seriousness that extends for a prolonged period of time and is supported by a medical statement from a licensed physician. Please attach the physician's statement to this application.

4. What is the anticipated duration of your absence from duty? From _____ to _____

5. Explain why you could not have reasonably scheduled surgery/treatment for the illness/disability to occur outside of the duty year.

6. Please provide any other relevant information that you wish the sick day panel to consider.

7. The applicant represents that all of the following statements are true:

- a. He/she has exhausted all of his or her accumulated leave days or will have exhausted such days by _____.
- b. He/she is not yet eligible to receive long term disability benefits.
- c. He/she is not eligible for other insurance benefits or workers' disability benefits as a result of the personal catastrophic illness or injury.

The undersigned represents that all of the statements made in this application are true to the best of the applicant's information and belief.

Date of Signature

Applicant's Signature

ARTICLE 9

PAID HOLIDAYS

9.1 The following holidays shall be paid holidays for all Food Service Workers

Thanksgiving Day, and Day After
Christmas Day
New Year's Day
Memorial Day

9.2 Holiday pay shall be at the regular hourly rate for the number of hours that the employee normally works. To be eligible for holiday pay, the employee must have worked the last scheduled day prior to the holiday and the first scheduled day following the holiday. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

ARTICLE 10

WORKING HOURS

- 10.1 It is understood that this Article is not intended to guarantee any employee any number of hours per day or per week.
- 10.2 Employees will be expected to keep time cards on which they will record the number of hours they work daily. These will be turned in as instructed by the personnel office. The records will be used to determine the pay of each employee. Each employee is required to report to work before his/her appointed starting time, remain at work until after his/her appointed ending time. Any falsifying of time cards is considered a cause for discipline up to and including dismissal. Each employee is required to sign his/her time card and submit it to the supervisor in the building in which he/she works.
- 10.3 The normal work week will be Monday through Friday, but may be less due to the school calendar.
- 10.31 Food Service Workers who work 3 or less hours are not entitled to breaks.
Food Service Workers who work more than 3 and less than 6 hours receive one paid 15 minute break.
Food Service Workers who work 6 or more hours receive two paid 15 minute breaks and are required to take a 30 minutes unpaid lunch break.
The supervisor will schedule the breaks.
- 10.32 When assigned by the supervisor in the building in which they work, to work beyond their normal work day, employees shall be paid for this additional service to the district. Employees working in a building where extra work hours are needed on any day will be offered extra work hours in order of seniority on a rotating basis. If an employee is offered extra hours on a particular day and does not accept such hours, such employee will not be eligible to be offered extra hours until his or her next turn based on rotation. The employer will post a list in each building indicating the seniority of all employees in that building. The Manager at each building will be responsible for maintaining and keeping current the rotation on such list to assure that extra work hours are offered in the manner provided herein. Required meetings, inservice education or similar activities requiring attendance and extending beyond the normal shift shall be compensated at the employee's hourly rate. This does not include the Safety and Sanitation course which all Food Service Workers are required to complete during their first calendar year of their employ. The District will pay for tuition and travel for this course but will not pay for employee time in class or time in travel to and from the class. The Employer will notify employees at least one (1) week in advance of any meetings they shall attend unless a meeting is required because of an emergency situation.
- 10.33 The Board shall provide training for all food service workers in compliance with legal requirements regarding blood borne pathogens and pertinent state and federal laws. The Board shall provide each food service worker with one hour

WORKING HOURS (Cont.)

paid time before the end of September of each school year to individually receive such training on the internet in accordance with instructions and computer equipment provided by the Board. Each food service worker shall be required to complete such training before October 1 of each school year unless said food service worker is unable to do so due to medical restrictions. Any food service worker who fails to complete the required training by October 15 of each school year shall be subject to employee discipline. Any food service worker, prior to October 1 of each school year, who cannot complete this training because of medical reasons, shall be allowed to complete this training prior to returning to active duty.

- 10.4 Employees shall receive time-and-one half (1 1/2) for hours they work in excess of forty (40) hours per week, provided the employees shall not receive time-and-one half for hours they work for special programs such as athletic programs and banquets. In those cases, they shall be paid whatever the amount for that job is.
- 10.5 Any food service work for special events that take place outside the normal school day or calendar will be offered to Food Service Workers first.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 A grievance shall be defined as a violation of a specific written term or provision of this Agreement.
- 11.2 The time limits specified in this Article shall be firm and the only allowable exception shall be by written approval by both parties.
- 11.3 An employee who feels he/she has a grievance shall follow the grievance procedure specified below. For this grievance procedure “days” mean calendar days excluding days when school is not in session.

Step 1 The employee, within 10 days of the alleged occurrence, shall discuss the grievance with his/her immediate supervisor. The employee may have a Union Representative present.

Step 2 If the employee is not satisfied with the supervisor’s response, or the supervisor fails to respond, the employee or steward may file a written grievance with his/her supervisor within five (5) days of the date of receipt of the supervisor’s answer or within five (5) days of the date the supervisor’s response was due.

Step 3 If the Union is not satisfied with the supervisor’s answer, or no answer has been given, the Union may appeal the grievance to the Superintendent. Such appeal must take place within five (5) days of the date the employee received, or should have received, the supervisor’s answer.

Within five (5) days of receipt of the appeal, the Superintendent, or his designated representative, shall schedule a meeting to hear the grievance.

The Superintendent, or his designated representative, shall respond to the grievance within five (5) days following the meeting.

Step 4 If the Union is not satisfied with the Superintendent’s answer, or if no answer is given, the Union may, within five (5) days of receipt of Superintendent’s answer, or within five (5) days of the date the answer was due, notify the Employer of its intent to submit the grievance to mediation. A mediation meeting date shall be set by MERC to the satisfaction of both parties.

Step 5 If the grievance is not settled by any of the above steps, the Union may, within ten (10) days after the receipt of the written answer from the Superintendent, give notice of its intent to submit the grievance to arbitration. In the event the Employer and the Union cannot agree on the choice of an arbitrator within ten (10) days after the Union has notified the Employer of its intent to arbitrate, the parties shall obtain a panel of five (5) names from the State Labor Relations Service. The arbitrator shall then be selected from said panel of five (5) names by each deleting in turn one name until only one name remains. The arbitrator

GRIEVANCE PROCEDURE (Cont.)

may determine the effective date for his disposition of a grievance, shall have full authority in any way the facts justify to alter or change discipline or discharge penalties imposed by the Employer. The arbitrator shall have jurisdiction only to interpret, apply in compliance with this Agreement and shall not add to or detract from or alter in any way its provisions. The arbitrator's decision shall be final and binding on both parties. The fees and expense of the arbitrator and the cost of the place of such hearing as is selected for the hearing by mutual agreement of the parties will be equally divided between the Employer and the Union. The parties shall bear individually the costs of presenting their respective case in arbitration.

ARTICLE 12

DISCIPLINE OF EMPLOYEES

- 12.1 No employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure. Upon written request, the District shall provide a written response explaining the basis for said action.
- 12.2 An employee shall be entitled to have present a representative of the Union when disciplinary action is being taken which will become part of the employee's personnel file.
- 12.3 Discipline may include any of the following:
1. Verbal reprimand
 2. Written reprimand
 3. Suspension without pay
 4. Discharge
- 12.4 Any grievance filed as a result of disciplinary action taken shall be filed at the third step of the grievance procedure. Such grievance must be filed within ten (10) calendar days of the discipline.

ARTICLE 13

GENERAL

- 13.1 **Mileage.** When an employee is required by his supervisor to use his own automobile for the Employer's business, he/she will be paid the same mileage rate as the teachers receive and all future increases.
- 13.2 **Inclement Weather, Natural Disaster or Other Uncontrolled Events - Professional Courtesy Clause.** If school is cancelled for students because of weather, natural disaster or other uncontrolled events, the District will pay for first two (2) snow days, all other snow days are unpaid. If district is required to make time up at year end, wages will be paid for hours worked. On 2-hour delay days, all Food Service Workers will report one hour later than their regular time. Those assigned to breakfast duties will use the time for other food service work as assigned. If a food service worker is assigned to breakfast hours and chooses not to report, he/she will not be paid, and must contact the Food Service Supervisor.
- 13.3 **Insurance.** During 2008-2011 full time food service workers who want to buy the insurance package will receive \$225 per month towards the premium and they will pay the remainder. Full time food service workers who choose not to buy insurance will receive \$95 per month. Food service workers working 3.5 to 7 hours per day will receive pro-rated amounts toward insurance.
- 13.4 **Long Term DISABILITY INSURANCE** for each eligible employee as income protection for employees who have been disabled for at least 45 days and have exhausted all their remaining sick leave. Reimbursement shall not be for less than 66 2/3% of their monthly earnings and shall not exceed twelve hundred (\$1200) per month. The coverage will extend when appropriate to age sixty-five (65).
- 13.5 **Full Time Defined.** Full time employees shall be considered to be those who work at least 7 hours per day during the scheduled student days throughout the school year.. Persons who work less than the 7 hours per day, but more than 3.5 hours per day shall receive benefits prorated. Persons working less than 3.5 hours shall not receive any insurance benefits as provided in Article 13, Section 3 of this agreement.
- 13.6 **Clothing Policies.** Food Service Workers will receive \$100 per year for clothing. This clothing allowance will be paid in the first payroll check of September. Uniform to be determined by the Food Service Supervisor. No bare midriffs and no sweat pants. Shirts must have no printing. Food Service Workers are allowed to wear holiday shirts during the week preceding holidays (Halloween, Christmas, Valentine's Day, Easter).
- 13.7 **Subbing.** Bargaining unit members will be asked to "sub" first before a non-bargaining unit employee, providing it does not interfere with their regular scheduled working hours.

GENERAL (Cont.)

- 13.8 **Good Attendance Program.** This program will recognize employees for good attendance during each school year. Days to be considered in this determination are sick days and personal business days. Excluded from this calculation will be days used for funerals, jury duty, court cases in which the employee is not a defendant, and vacation days if applicable. Persons on unpaid leaves of absence for all or part of the year are not eligible for this program. Persons who are on workers' compensation are eligible if their claim is uncontested and their absence does not exceed one half of the school year.

Good attendance shall be rewarded annually in the following manner. Bonuses will be given to employees who have had two (2) or fewer absences during the period July 1 to June 30 annually. The bonuses shall be paid as follows:

Two absences: One day's pay calculated at the employee's regular pay rate times the normal hours the employee is assigned to work.

One absence: Two days' pay calculated at the employee's regular pay rate times the normal hours the employee is assigned to work.

Zero absence: Three days' pay calculated at the employee's regular pay rate times the normal hours the employee is assigned to work.

Employees must work the full school year to be eligible for this program. All bonuses will be paid with the first pay in November following the calculated period.

- 13.9 The Employer agrees to communicate and provide the Union current and new member information at the beginning of the school year via electronic transmission, the following:
- Member names
 - Addresses
 - Rate of pay
 - Hire date

- 13.10 **Fitness for Work.** The employer, in the event that it becomes concerned about the health and/or safety of an employee, at its own expense, may require that the employee be examined by a health care provider approved jointly by the employer and the employee. Neither the employer nor the employee shall unreasonably withhold approval of a qualified health provider. The employee shall be on paid leave pending this examination process and will not be charged with use of sick or other leave days during such paid leave. The employer and employee will cooperate to assure that this examination will take place and be completed in as timely a manner as possible. The employee will sign all necessary authorization forms to allow the health care provider to communicate to the employer his or her opinion regarding the employee's fitness to return to work.

GENERAL (Cont.)

- 13.11 When an employee is required to leave their workplace and fill in at another school, they will receive the IRS rate allowable for travel expenses. North Shore and Baseline Middle School are considered one site and therefore are not eligible for the allowable travel expenses between the two school buildings. Lincoln and L.C. Mohr are also considered one site and are also not eligible for the allowable travel expenses between the two school buildings. Reimbursement for allowable travel expenses shall be made at the end of each semester on a form provided by the employer.
- 13.12 All food service workers will be required to enroll in electronic direct deposit by the end of contract 2011.

ARTICLE 14

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder. Upon mutual agreement, the null and void provision will be negotiated to the extent it is found to be illegal.

ARTICLE 15

HEALTH AND SAFETY

- 15.1 Any physical examination of employees in the employ of the Board which are required by the Employer shall be at the expense of the Employer.
- 15.2 Employees must report to their supervisor in writing and within 24 hours (on a form supplied by the Employer) all accidents or injuries sustained by students or themselves during working hours.
- 15.3 All employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as required by the Employer.

Safety devices or equipment as are required by the Employer shall be at the expense of the Employer, with exception of prescription lens and footwear.

ARTICLE 16

BOARD OF EDUCATION RIGHTS

- 16.1 The Board, in its own behalf and on 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 and generality of the foregoing, the right:
- 16.11 To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during hours of employment.
 - 16.12 To hire all employees, and subject to the provision of law, to determine their qualifications, and the conditions for their employment, or their dismissal or demotion; and to promote, and transfer all such employees.
 - 16.13 To determine the hours of work and the duties, responsibilities, and assignment of Food Service Workers, and the terms and conditions of employment.
- 16.2 The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and shall be limited only by 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 United States.

ARTICLE 17

WAGES

- 17.1 Salary increase of 1.5 % in 2008-09 and 2009-10 for each classification. Re-opener for 2010-11.

2008-09 FOOD SERVICE SALARY SCHEDULE

Technicians

Base & Sub Rate	\$7.53
Step 1	\$8.17
Step 2	\$8.75
Step 3	\$9.30
Step 4	\$9.76
Step 5	\$10.20
Step 6	\$10.57
Step 7	\$10.88

Food Van Driver

Base & Sub Rate	\$10.05
Step 1	\$10.73
Step 2	\$11.38
Step 3	\$11.95
Step 4	\$12.49
Step 5	\$12.96

Managers

L.C. Mohr	+ .75
Baseline	+ .75
North Shore	+ .75
Lincoln	+ .75
Maple Grove	+ .75

Longevity

Years 12 and 13	+ .10*
Years 14 and up	+ .20*

* shall not accumulate

- 17.2 A food service employee obtaining a School Nutrition Association of Michigan certification (minimum) will receive a .25 cent per hour increase, upon proof of evidence of that certification to the Food Service Supervisor.

ARTICLE 18

DURATION

This Agreement shall be effective upon ratification and shall terminate upon expiration date of August 15, 2011.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

SEIU LOCAL 517M

SOUTH HAVEN PUBLIC SCHOOLS

By: _____
SEIU President

By: _____
Board President

Date: _____

Date: _____

By: _____
SEIU Representative/Chief Negotiator

By: _____
Board Representative/Chief Negotiator

Date: _____

Date: _____