

6/30/92

MASTER AGREEMENT

BETWEEN

PORT HURON AREA SCHOOL DISTRICT

AND

PORT HURON AREA EDUCATIONAL COOKS ASSOCIATION

1989-90, 1990-91, 1991-1992

*Port Huron Area School District*

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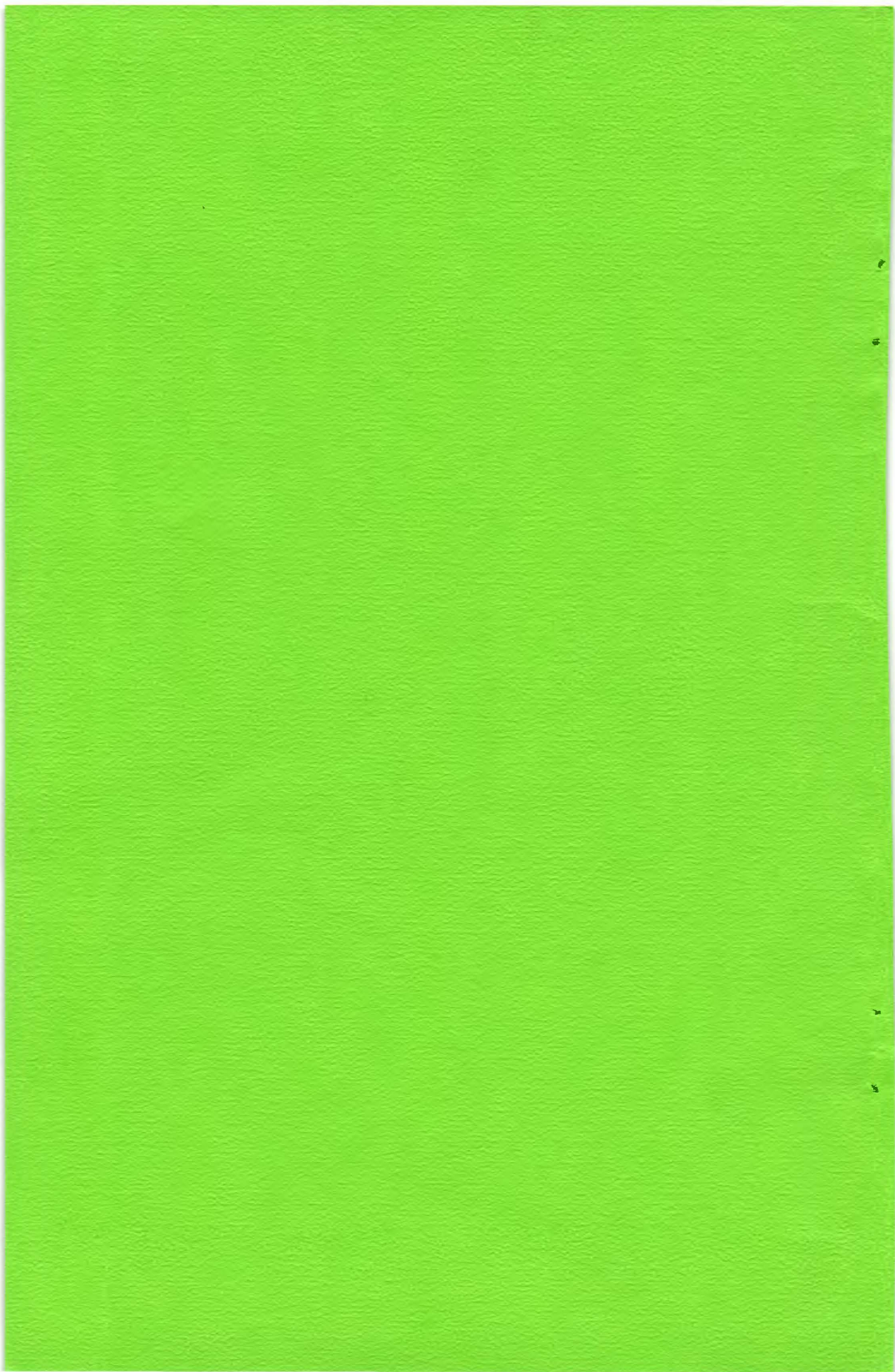


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AGREEMENT

ARTICLE I

PREFACE

THIS AGREEMENT is entered into this day of September 18, 1990, between the Port Huron Area School District, hereinafter referred to as the "District", and the Port Huron Area Educational Cooks Association, hereinafter referred to as the "Association".

It is mutually agreed as follows:

ARTICLE II

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the entire term of this Agreement for all regularly assigned food service personnel in the Port Huron Area School District
- B. It is recognized by the District and the Association that the primary function and responsibility of the Food Service Program is to provide approved lunches according to the standards and specifications of the Michigan Department of Education at no cost to the District, although the District may provide capital funds.
- C. The term food service personnel when used here and after in this Agreement shall refer to all employees represented by this Association in the bargaining unit as defined above.
- D. This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between, and executed by, the District and the Association.

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

ARTICLE III

FINANCIAL RESPONSIBILITY  
(Agency Shop)

- A. Membership in the Association is not compulsory. Employees have the right to join, maintain, or drop their membership in the Association. Neither party shall exert any pressure on, or discriminate against, an employee as regards to such matters. However, it is recognized that the Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association.
- B. All employees, as recognized in Article II, shall be obligated to make payment of Association dues or a service fee as a condition of continued employment.
- C. During the life of this Agreement, the District agrees to deduct the payment of dues or service fee from the pay of each food service person who individually executes a proper authorization form. Such dues deduction may be paid in full prior to October 1, or can be paid by payroll deduction. Such authorization and direction for dues deduction shall become effective upon delivery of such authorization to the District and shall be irrevocable for a period of one year or until the termination of this Agreement, whichever occurs sooner. The Association agrees to furnish the District with a list of their Association members who have agreed to the dues deduction and a proper authorization form on or before the end of the second full week following the commencement of school in the fall.

Such deduction shall be for dues or service fee only and shall not include any special assessments or special levies. In the case of retirement, discharge, voluntary leaving or layoff, the District shall not be responsible for refunding any portion of said dues. The District shall not be liable to the Association or any individual members by reason of the requirement of this section for remittance or payment of dues other than set forth herein.

- D. The amounts shall be certified to the employer by the Treasurer of the Association and the aggregate deductions shall be remitted to the Treasurer of the Association.

E. The Association will indemnify, defend and hold the District harmless against any claim made and against any suit instituted against the District on account of any check-off of any payments pursuant to the foregoing, and on account of any dispute concerning an employee's employment status by reasons of any failure or refusal on the part of the employee to make any such payment.



ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- A. The Association and its members shall have the right to use school buildings and facilities at all reasonable hours for Association business subject to the existing or amended rules and regulations governing the use of school buildings and facilities.
- B. Reasonable use of bulletin boards and interschool mail shall be made available to the Association and its members for notices and news of Association business.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. A paid leave-of-absence to attend professional meetings, at the request of the Association, shall be granted without deduction from accumulated leave time. Such request shall include an authorization of the request by the Association. Leave days for Association purposes shall be at the expense of either the food service person or the Association, except for a substitute, and shall be charged to the Association's ten (10) day allowance. A minimum charge of one-half (1/2) day will be used.
- E. The Association recognizes that each employee must assume responsibility for filing a T.B. (Tuberculosis) report to the Personnel Office. Failure to file the T.B. report may result in withholding of paychecks until such filing has been complete.
- F. Prior to the beginning of each school year, all food service personnel will have a complete physical examination upon request of the District. The District will provide a physical examination for each employee administered by a physician selected by the District, or if the examination is administered by the food service personnel's own physician, the District will pay (\$23.00) or the current rate as paid to the District sponsored physician. The District will provide the necessary form to be completed by the examining physician. When the District requests a tuberculin test, said test is to be arranged and paid for by the District.

- G. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all food service personnel. No religious or political activities in the personal life of a food service personnel person, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such food service personnel. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, sex, age, or national origin.
- H. The District agrees to attempt to use regular food service personnel as substitutes. The District has the right to move food service personnel between work stations, as long as they maintain the same job classification, at its discretion. It is the responsibility of the food service personnel affected by the closing to inform the Food Service of her/his availability to substitute.
- I. The Association will furnish the District with the names of its officers by not later than October 1, and such changes as may occur from time to time in such personnel so that the District may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing.

ARTICLE V

RIGHTS AND RESPONSIBILITIES OF THE BOARD

- A. The Board retains all the rights, powers and authority exercised or had by it prior to the date hereof, except as specifically limited by express provisions of this Agreement.
- B. This Agreement constitutes the sole and entire existing agreement between the parties and supercedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed on, the District and the Association except as provided by law.
- C. Copies of this Agreement shall be prepared at the expense of the Board and presented to all food service personnel now employed or hereafter employed by the Board during the term of this Agreement.
- D. The Board agrees not to negotiate with any other food service personnel organization other than the Association for the duration of this Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition:

1. Any claim by a cook or the Association that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement, shall be a grievance and shall be resolved through the procedure set forth herein.
2. An aggrieved person shall mean the person or persons who are members of the bargaining unit covered by this contract and shall include probationary employees. This article will not pertain to probationary employees whose employment is terminated.
3. A party of interest shall mean the person or persons making the complaint and/or any person who might be required to take action, or against whom action might be taken, in order to resolve the grievance.
4. The term "days" in this article shall mean working days, except where otherwise indicated.
5. Forms for filing and processing a grievance shall be designed by the District and the Association. They will make provisions for description of the alleged contract violation (time, place, circumstances, etc.) possible resolutions and other such information that both parties deem necessary. Such forms shall be prepared by the Association and shall be given appropriate distribution so as to facilitate the operations of the grievance procedure, Exhibit A.
6. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. Both the Association and the District agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any cook with a legitimate grievance to discuss the matter informally with her principal, or supervisor, as described in level one of the procedure.
7. It is important that grievances be processed through the steps as rapidly as possible. The number of days

indicated at each step should be considered as the maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the District's last written answer to the grievance. If the District, as the responding party, fails to comply with any time limit at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however, in writing, mutually agree to extend the time limit at any step.

8. If the grievance is filed on or after May 15, every effort shall be made to process the grievance prior to the close of the school year.
9. If any such grievance occurs, there shall be no stoppage or suspension of work because of such grievance.
10. If it is found by the administrative staff or the Board that a cook has been unjustly discharged or suspended, she/he shall be reinstated without loss of pay within the limits described in A., 12., below.
11. No terms can be added to or subtracted from this agreement, nor any provisions thereof changed, by the grievance procedure. The application or interpretation of this agreement (either as to the meaning of its terms or as to the rights of either party under these terms or as to the justification of action taken under these terms) shall be subject to the grievance procedure.
12. The liability of the District arising out of a grievance shall be limited to not more than fifteen (15) working days prior to the date of submission of the grievance to Step One.
13. The food service employee has the right to request that he/she be represented at all steps and stages by an officer of the Association or a member of the grievance committee..

**B. Procedures:**

All grievances shall be presented within fifteen (15) working days of their occurrence and disposed of in accordance with the following procedures:

1. **Step One:** Each formal grievance shall be filed in writing and submitted to the employee's immediate supervisor who shall make written determination of the grievance within five (5) working days of the date of submission.
2. **Step Two:** Appeal from the determination at Step 1 may be made by presenting the grievance in writing to the Superintendent, or his designee. The Superintendent, or his designee, shall meet with the grievant and the Association representative within five (5) working days from the date of submission of the appeal and shall render a written determination within five (5) working days following the date of the meeting with the individual and the Association representatives.
3. **Step Three:** If the grievant and/or the Association does not file a written notice of non-acceptance of the Superintendent's determination within ten (10) school days, the Superintendent's determination shall be deemed to have been accepted. If the grievant and/or the Association file a written notice within ten (10) school days that the Superintendent's determination at Step 2 is not acceptable, (and if such grievance is arbitrable as herein provided), the Association may then submit such grievance to grievance arbitration.

**Arbitration Proceedings:**

1. **Demand for Arbitration:**
  - a. The Association may appeal arbitrable grievances to grievance arbitration under and in accordance with the rules of the American Arbitration Association in effect at that time. Notice of such appeal must be taken within ten (10) school days following the receipt of the District's determination at Step 2.
  - b. Within twenty (20) school days following notice of appeal demand for arbitration shall be made by written submission defining the issue to be arbitrated. The District shall then have ten (10)

school days within which to reply to such submission by filing same with the American Arbitration Association.

- c. The Association or the Board may not raise in any arbitration hearing any issue which was not previously submitted in writing, which defines the issue or issues to be arbitrated.

2. Powers of Arbitrator:

- a. The arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violation, misinterpretation, or misapplication of a specific Article and Section of this Agreement:
  - (1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - (2) He shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change any staffing requirements set forth in this Agreement.
  - (3) He shall have no power to rule on the termination of services of, or failure to, re-employ any probationary employee.
  - (4) His power shall be limited to deciding whether the District has violated the specific articles or sections of this Agreement as per Article V. It is agreed (except as to the provisions set forth in this Agreement) he shall have no power to change any practice, policy or rule of the District.
  - (5) He shall have power to make monetary awards, but not to award monetary damages.
  - (6) In rendering decisions he shall give full recognition to the responsibilities of the Board which establishes the District's rights, powers and authority as that exercised or it had by express provisions of this Agreement. His decision shall be

consistent with the rights reserved to the District by this provision.

(7) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the Arbitrator shall first rule on the questions of arbitrability or procedure. Should he determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits.

b. Although the arbitrator may cite case law in making his award, he shall have no power to interpret State and/or Federal Law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.

c. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration.

d. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth herein, and it shall be final and binding on the Association, members of the bargaining unit, the employee or employees involved and the District.

3. **Applicability and Duration**

Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made hereunder shall constitute a binding precedent with respect to the making of any new Agreement between the Association and the District.

4. **Fees and Expenses**

a. The arbitrator's fees and expenses, the cost of any hearing room and the cost of reporter, shall be borne equally by the parties.



- b. All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.
5. Grievances concerning the following shall not proceed past Step 2 of the grievance procedure:
- a. Individual grievances not appealed by the Association.
  - b. Any matter involving employee evaluation which is not procedural in nature.
6. Retroactivity
- a. Such claims as salary or fringe benefits shall not be valid for a period prior to the date the grievance was first in writing unless the circumstances of the case are such that the individual or Association was not aware of the error. In no case will claims by the individual or Association or District be valid for more than one year prior to the date of discovery or the fiscal year in which the claim was discovered, whichever is earlier.
  - b. No decision in any one case shall require a retroactive adjustment in any other case.
  - c. Where no monetary loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustments.

Notwithstanding the above provisions, any individual employee may present a grievance and have such grievance adjusted without the intervention of an Association representative, if such adjustment is not inconsistent with the terms of this Agreement, and if an Association representative has been given an opportunity to be present for such adjustment.

ARTICLE VII

PROBATIONARY PERIOD

- A. New employees hired into the bargaining unit shall undergo a probationary period of sixty (60) working days. Upon completion of his/her probationary period, the employee shall obtain seniority status and her/his name shall be entered upon the Seniority List as of sixty (60) consecutive working days prior to the date of permanent employment. Work days shall be interpreted as regular work days for unit members.
- B. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period except that the termination of such probationary employee shall not be subject to the grievance procedure.
- C. All applicable insurance benefits provided in this Agreement should be provided to an employee after successful completion of their initial probationary period.
- D. Leave day credit shall accrue during the probationary period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday.
- E. The probationary period may be extended for absences during that period, by the amount of said absences, when absences have exceeded five (5) days for the duration of the probationary period, i.e., if a food service person is absent seven (7) days, she will have her probation extended seven (7) days.
- F. During the probationary period, the individual responsible for this person's work will evaluate the probationary employee at the end of the sixty (60) working day probationary period on form PH126A. The employee will be given one (1) copy and the other copy will become a part of her/his permanent record.

ARTICLE VIII

SENIORITY

A. A master system-wide Seniority List shall be compiled and posted each year on appropriate bulletin boards and copies given or mailed to the President of the Association by the second (2nd) Friday of October of each school year. An employee's standing on such list shall be final and shall contain the following information:

1. Name
2. Seniority credit: shall be the length of service in the District in years and months with appropriate reductions for time off without pay, if such absence is for more than twenty (20) consecutive working days.

New employees shall be added to this list. Seniority shall commence on the date of hire. For the purposes of seniority, the following shall apply:

- a. In the event two (2) or more employees are assigned to a department or begin work on the same day, the date of the job application from which they were hired shall determine the position on the list.
- b. Seniority shall freeze at such time as an employee is granted a leave of absence pursuant to the provisions of this Agreement. Such employee shall not gain additional seniority during such leave of absence. If such employee returns to the District, her/his seniority shall continue with credit being given for the seniority earned until the date the leave of absence was taken.
- c. All alleged discrepancies in the Seniority Lists must be communicated in writing to the Personnel Office by 3:30 p.m. on the third (3rd) Friday in October of the school year. This date may be waived by joint agreement between the Association and the District in the event of extenuating circumstances.

B. Seniority shall terminate if:

1. The employee resigns or retires
2. The employee is discharged for just cause

3. The employee is absent for twenty-four (24) hours without notifying Division of Employee Relations or her/his immediate supervisor not later than the start of the shift on the second day unless such absence is caused by a situation over which the employee has no control. Such absences will be explained upon the employee's return.
  4. In the event of a layoff, if the employee fails to return to work within five (5) days after being notified to report for work by registered mail to the last address given to the District and does not give satisfactory reasons.
  5. If the elapsed time of layoff period exceeds the seniority at the time of layoff or two (2) years, whichever is shorter, or if the elapsed time of absence from work because of illness for physical or mental disability exceeds two (2) years.
- C. Employees on Workers' Compensation shall retain all seniority rights.

ARTICLE IX

REDUCTION IN PERSONNEL

- A. There will be District-wide seniority within classifications. In a lay-off, the seniority food service personnel will replace the least senior employee in that classification working the greatest number of hours but not exceeding the number of hours in their present assignment. Food service personnel displaced from one classification may displace the least senior employee working the greatest number of hours, but not exceeding the number of hours in their present assignment in the next lowest classification. Notification to the Association regarding such proposed reduction shall be made before public notice prior to the reduction action. Affected employees shall be notified in writing prior to such action.
- B. Employees affected by a reduction in staff shall be recalled in inverse order of layoff. The duration of the list shall be for an eighteen (18) month period. The most senior employee, if certified and qualified, shall be recalled to the first opening. Recalls shall be by written certified notice, return receipt requested, to the employee's last known address on file with the District. Failure to report within five (5) working days after the date of delivery shall eliminate any obligation or responsibility to the employee by the District.
- C. In cases where employees, whose positions have been reduced, have the same length of service in the District, the date and the time of the job application from which they were hired shall determine the position on the list.
- D. Should any existing position become vacant or be created after reduction has occurred, such position shall be posted in accordance with provisions of this Agreement.
- E. Any employee who is not recalled shall have priority for substituting within the District over other substitutes who are not included in the unit.

ARTICLE X

VACANCY, TRANSFER, AND PROMOTION

A. Vacancy:

1. Newly created, re-classified or vacant employee positions, due to resignations, retirements or leaves of absence shall be posted throughout the school district. All positions shall be posted as soon as determined for a duration of seven (7) work days and shall include the following information:

- a. Title and classification
- b. Location
- c. Hours

Employees filing application for such vacancies shall be notified within ten (10) days of closure of the bid on the disposition of their applications. The President of the Association shall receive copies of the vacancy notices and shall be notified of the disposition of the vacancy.

The District will not post positions during the summer recess. Any vacancies which occur during the recess will be sent to the Association President at the same time assignment letters are issued.

On occasion the District may employ non-classified personnel for part-time work for a period not to exceed sixty (60) days. These individuals will not receive leave time benefits or vacation pay. These employees are intended to be temporary personnel only and not to fill a vacancy on a permanent basis. It is further recognized that, in cases of maternity, this period may be extended at the discretion of the District to provide for the protection of the employee's position.

Once a posting is made, it is to be considered factual and should any information in the posting be required to change, a new posting shall occur.

Positions may be staffed on a temporary basis during the posting period for no longer than thirty (30) days.

B. Transfer (voluntary):

A voluntary transfer is a lateral change within a job classification where there is no addition or increase in rate of compensation.

The transfer of food service personnel is the responsibility of the District. Transfers of food service employees are to be based on seniority and the employee's ability to meet job qualifications, personal qualifications, necessary skills, and experience which might affect an employee's ability to perform his/her duties.

If an employee is not selected for a position, they shall be notified in writing within ten (10) work days of the reasons for such a selection, if requested.

If an employee requests transfer to a lower classification, his/her pay shall be adjusted accordingly. He/she will retain her/his seniority and receive benefits commensurate with the new classification.

C. Transfer (involuntary):

1. Transfers, normally, shall be on a voluntary basis. However, the Board and the Association agree that there may be need for an involuntary transfer for just cause. If such is deemed necessary, the Executive Director of Employee Relations shall discuss the proposed transfer with the employee involved and any objections by the employee shall be given consideration through the grievance procedure. The employee shall be given ten (10) work days notice of any involuntary transfer.

2. If the District requests an employee to transfer to a lower classified position except as part of a layoff, her/his pay shall remain in the classification of the higher classification until the pay of the lower classification increases to the same pay rate of the individual when transfer was made.

D. Promotions:

1. a. Promotions shall be defined as increasing an employee's classification and salary. The Board supports promotions from within the Association. The promotion of food service personnel is the sole responsibility of the District. Promotions of food service employees are to be based on seniority and the employee's ability to meet job qualifications, personal qualifications, necessary skills, and

experience which might affect an employee's ability to perform his/her duties.

If an employee is not selected for a position they shall be notified in writing within ten (10) work days of the reasons for such a selection, if requested.

- b. An employee placed in a new classification shall be required to satisfactorily complete a twenty (20) working day probationary period. During such time, the employee may return to her former position, if she/he so desires.
  - c. Employees who fail to pass the twenty (20) working day probationary period will be returned to their old position.
  - d. Employees who are unable to hold a promotional appointment in the same classification after two (2) attempts will not be eligible for further promotions within that classification for one (1) year.
2. Testing, for the purpose of qualifying for promotions, shall be conducted twice yearly by the District at an announced time and place and shall be open to all bargaining unit members wishing to participate. Additional tests may be given during the year based on the particular circumstances involved. Results of such tests will be made known to the individual employee upon their request, and any employee may retake any test being given at the next testing session at their option. If an employee has not received a promotion to, nor has assumed on a temporary basis the duties of that classification for which he/she tested, the test results for his/her test will become invalid two (2) years from the date of the test.

If the employee has assumed, on a temporary basis, the duties of that classification for which he/she has tested, the test results for his/her test will become invalid three (3) years from the date of the test.



ARTICLE XI

PROMOTION TO SUPERVISORY POSITIONS

- A. The District shall have the sole responsibility of promoting food service personnel to positions outside the bargaining unit as defined in the Recognition article of the Agreement. The selection and promotion to these positions shall not be subject to the provisions of this Agreement. Food service personnel within the unit may request consideration for non-unit positions. A list of excluded personnel shall be available for inspection by the Association.
  
- B. Individuals transferred from the unit to an excluded position and later returned to a unit position shall retain their total length of service rights, excluding time spent out of the unit.

ARTICLE XII

DISCIPLINE

- A. Constructive criticism shall be utilized to attempt to correct any deficiency before disciplinary action is required. In cases of disciplinary action, the following progressive discipline procedure shall be followed:
1. First Step - verbal reprimand
  2. Second Step - written reprimand
  3. Third Step - suspension or layoff
  4. Fourth Step - discharge
- B. Both parties mutually agree that, with respect to discipline:
1. All disciplinary action will be private
  2. Every reasonable effort should be made mutually by the immediate supervisor and the food service personnel to resolve the deficiency before a written reprimand is issued.
  3. Discharge, demotion, suspension, or any other disciplinary action shall be made only for just cause and in accordance with the policies and provisions of this Agreement and expectations that exist within the food service personnel's position.
  4. A bargaining unit member subjected to disciplinary action shall be allowed to have an Association official present during any such action. If the member gives written notification to the District that they choose not to have Association representation, then the District will notify the Association in writing within three (3) working days of any disciplinary action that is taken.  
  
In cases of suspension or termination, the Association shall receive verbal notice, when possible, within twenty-four (24) hours of the action taken.
  5. Any written reprimand must be based on bona fide, verifiable charges which are clearly stated to the food service personnel. When such charges are made, the food service personnel has the right to respond to those charges in written form.

6. Reprimands for minor offenses may be issued by a food service personnel's immediate supervisor. Disciplinary layoffs shall be imposed only for major offenses, or for a series of repeated minor offenses for which reprimands have been issued, but the problem has not been corrected. All disciplinary layoffs must be authorized by the Superintendent or his designee.
7. Any discipline, reprimand, or reduction in rank, compensation or advantage asserted by the District or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.
8. It is important that complaints regarding unjust disciplinary layoffs, discharge or suspensions be handled promptly under the Grievance Procedure.
9. In the event it is determined that a disciplinary layoff, or discharge, of any food service personnel was without cause, the food service personnel shall be reinstated unconditionally without loss of seniority and given back pay for the time lost, less any compensation he/she may have received for work performed or unemployment payments. If the liability for back pay is the result of a grievance, it shall be limited to the provisions of Article VI., A., 12.
10. In imposing any disciplinary action on a current charge, the District will not take into account any infractions which occurred more than twenty-four (24) months previously.
11. It is understood that in cases of major offenses, steps "A" and "B" may be eliminated and that steps "8" and "9" may be combined.
12. Food service personnel may be subject to disciplinary action, including dismissal for infractions or failure to perform duties and responsibilities as requested and required by the District within the confines of this Agreement.

ARTICLE XIII

LEAVES OF ABSENCE

A. General Principles:

1. Leaves will be granted in accordance with specified provisions for each type of such leave as hereinafter provided.
2. All leaves shall be for a definite period with a specified termination date. Employees being granted such leave shall be required to report to duty upon the termination thereof.
3. Short term leaves of absence will be granted for up to one (1) year when approved by the Superintendent.
  - a. The intention of the personal leave provision is to afford an equal opportunity to all cooks to be excused from food service responsibilities when an unusual situation requiring their presence develops unexpectedly and when the operation of the Food Service Program will not be adversely affected by granting up to two such leaves concurrently. The following rules shall apply to requests for such leaves:
    - (1) Requests for thirty day leaves may be granted only under highly unusual conditions.
    - (2) Requests for personal leaves for vacations will have the lowest priority.
    - (3) Not more than seven calendar days will be allowed for planned vacation leaves.
    - (4) Requests for personal leaves for planned vacations will not be accepted prior to six months before the leave is to start.
    - (5) Only one personal leave request will be considered earlier than one month before the leave is to start.
    - (6) Vacation leave requests will not be granted on an ongoing annual basis to individual cooks.

functions and duties of her position. This notice shall be given as much in advance of the employee's intended return as possible.

- d. Upon the effective date of the physician's release, the employee shall be placed for immediate appointment to the first available position for which she/he is qualified; or he/she shall be promptly referred to the District's selected physician for examination at the District's expense.
- e. Employee's who do not report recovery when released by the attending physician for return to duty or who refuse to accept an available opening offered or who fail to request extension of leave and who do not report for duty upon such expiration shall be subject to termination as an employee of the District.

2. Maternity Leave:

- a. Leaves of absence may be granted for up to one (1) year. An employee shall file a leave of absence form notifying the District of her pregnancy. The date of expected delivery shall be certified by her attending physician at the time of filing the request.
- b. The date of leaving shall be agreed upon by the employee and her immediate supervisor based upon the best interests of the District and the employee provided she is able to fulfill all conditions of employment, with consideration given to the closeness of a vacation period or to the end of the semester. In the event agreement is not reached, the date of leaving will be determined at the time of her filing the request, but is not entitled to remain on the job if she is unable to conduct her regular work activities. The continuity of her job performance as well as the health of the employee are factors which will be considered in establishing the termination date.
- c. An extension of a leave for post maternity purposes may be granted following a maternity leave provided that the application for such leave is made before her scheduled return to work from

the maternity leave. A written notification by the employee of her intent to return to work after a one year leave of absence shall be submitted to the Division of Employee Relations at least sixty (60) days prior to the expiration of the leave. Any combination of maternity and post-maternity leaves cannot exceed two (2) years. An employee will not receive scheduled increases in salary or seniority credit during such leaves. No accumulated leave time will be granted during her leave of absence.

- d. Return from maternity leave prior to the termination of the leave may be approved at the request of the employee and requires the approval of the employee's physician. After approval of the employee's physician, the employee will be assigned to the first vacancy she/he is offered and for which she/he is qualified.
- e. An employee adopting a child may receive a leave of absence under this provision which shall commence upon entry of an order by the probate court awarding custody to the adopting parents.

3. Forced Leaves of Absences:

- a. The District may, at its discretion, require any employee to submit to a physical and/or psychiatric examination at any time. The District reserves the right to designate the physician or physicians administering such examination provided, however, the District pays the examining physician fees.
- b. The District may, without the employee's request, give the employee a one (1) year's leave-of-absence without pay, or benefits except for accrued sick leave time, upon the written recommendation of a school designated physician and/or school designated psychiatrist. However, it shall be the right of the employee involved to also select her own physician and/or psychiatrist, at her own expense, and in the case of conflict between the two reports, an additional professional opinion shall be sought before the District may enforce such a leave-of-absence without pay.

- c. In case an employee's record shows recurring illness which appears to be the result of chronic illness, the District may require the employee to visit her doctor at stated intervals.

4. Military Leaves:

- a. Military leaves will be granted and re-employment will be governed by the provisions of the Universal Military Training Act.

D. Longevity Accumulation:

- 1. Unused sick leave left over at the end of the school year shall be accumulated to each employee's credit with a maximum of one hundred and eighty (180) days for the duration of this contract.
- 2. Accumulated leave time, not to exceed ninety-five (95) days shall, at the time of retirement, be paid to the employee. Retirement shall be defined as:

Those eligible under the provisions of the Michigan Public School Employees Retirement Act.

ARTICLE XIV

WORKING CONDITIONS

- A. When school is cancelled and official public notice over a local radio station is announced, or the employees are given prior notice, employees will not be required to report for duty and shall not suffer loss of pay unless such lost classes result in a loss of District revenue or require make-up classes at a later date.

When school is dismissed by the Superintendent of Schools, or his designee, for reasons caused by "Acts of God", or mechanical failures, all regular assigned Food Service Personnel will be released without loss of pay, unless such lost classes result in a loss of District revenue or require make-up classes at a later date.

Employees will be paid for all hours worked prior to the cancellation of school.

- B. Mileage by employees using their own cars will be paid at the District's rate for school business during the employee's work day.
- C. Employee's personal lives are not within the appropriate concern of the Board unless it can be demonstrated that the performance of their duties has been adversely affected.
- D. In the absence of the employee's immediate supervisor, the supervisor will designate someone to assume responsibility.
- E. Any employee who feels she/he has been unjustly treated with respect to any or all of the terms of this Agreement may seek redress under the provisions of the grievance procedure.



ARTICLE XV

WORKING HOURS

- A. All food service personnel will be notified as to their hours to be worked during the coming year on, or before, fifteen (15) days prior to school starting in the fall.
- B. The District reserves the right to increase or decrease the hours to be worked by any individual, according to participation in the school lunch program.
- C. Weekly overtime - time and one-half will be paid for actual time worked over forty (40) hours per week. Holidays shall be interpreted as actual time worked.
- D. If an employee assumes and successfully performs the duties of an employee in a higher classification for five (5) accumulated work days, he/she shall receive pay of the higher classification beginning the sixth (6th) day upon official notification to the Division of Employee Relations by the supervisor.
  - 1. After the effective date of this agreement, once an employee has so qualified for greater pay in a different classification under this section, he/she shall receive such greater pay beginning on the first day of the assignment any time he/she assumes the duties of that classification during the remainder of that school year.
  - 2. If at the end of a school year, an employee is working in the position of a higher classification and has qualified, per D above, for greater pay, and if he/she returns to a position in that higher classification at the beginning of the following year, he/she shall receive such greater pay beginning on the first day.
- E. Employees working more than a two (2) hour day shall be entitled to an unpaid lunch period of thirty (30) minutes. They shall be provided a paid fifteen (15) minute relief period once a day. Such a relief period will be established by the immediate supervisor. Failure to take a fifteen (15) minute relief shall not result in a lengthening of the lunch period or the shortening of the work day.
- F. Two or three hour regular employees shall have priority of working more hours when a regular employee with more hours is absent, if the hours of work do not conflict.

ARTICLE XVI

SUBCONTRACTING AND TECHNOLOGICAL CHANGE

- A. The District agrees that, except for limited time periods and in cases of necessity, it will not contract out work that could be performed by the bargaining unit members without first reopening the contract and allowing the bargaining unit the opportunity to negotiate a contract that would be competitive.

ARTICLE XVII

EVALUATIONS

- A. Each food service personnel shall have the right, upon request, to review the contents of her/his own personnel file in the presence of the appropriate administrator.
- B. Materials which shall be identified, but not shared in totality, will include pre-employment credentials from educational institutions and previous employers.
- C. The District shall maintain complete cumulative files in accordance with his administrative duties:
  - 1. Records of a positive nature, including supervisory reports, memos and letters to the employee, plus other miscellaneous evidence of successful service.
  - 2. Records of unsatisfactory performance must be specific in content, signed by the administrator, with a copy furnished to the food service person. The food service person shall acknowledge receipt of the report by signing it within three (3) work days.
- D. If a food service person's evaluation points out questionable characteristics of the food service person in any manner, and the food service person does not agree with the evaluation, the food service person will have an opportunity to answer the evaluation in writing to the appropriate administrator, with a copy placed in the food service person's personnel file.
- E. The appropriate administrator shall be responsible for written evaluations of all personnel covered by this Agreement at least once every two (2) years.
- F. The Division of Employee Relations shall be responsible for acquainting new food personnel with the evaluating procedures during the first month of their employment.

ARTICLE XVIII

DISTRICT IMPLEMENTATION MEETING

- A. Implementation meetings shall be held between representatives of the Board and the Association on a regular basis when requested by either party.
- B. The purpose of these meetings will be to review the administration of the Agreement and resolve any problems. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- C. All meetings between the parties should be scheduled to take place as promptly as possible at a time when the employees involved are free from assigned responsibilities. The scheduling will take place within ten (10) days of the request from the Association or the District.
- D. All requests for meetings will be made directly between the Superintendent and or his designee, and the Association President and her/his designee. They will mutually develop the time, place and agenda for such meetings.

ARTICLE XIX

ATTENDANCE PROCEDURE

- A. Food service personnel are responsible for reporting their absence by calling as directed by their immediate supervisor; either the immediate supervisor, the assigned building or department or the Personnel Office.
  
- B. Notice of absence must be given to the District by employee in serving kitchens at least three (3) hours before the start of the shift, except for extenuating circumstances, or leave time cannot be used. For employees who work in preparation kitchens, the notice should be at least one hour before the start of the shift or leave time cannot be used.

ARTICLE XX

PAYROLL DEDUCTIONS

- A. All employees must have on file an exemption card for withholding tax as required by I.R.S., State and City Government, in the payroll office. Any employee desiring a change in exemptions shall do so by filing a new card. Deductions are based upon a schedule supplied by the city, state and federal governments.
  
- B. Employees may request that additional deductions be made from their pay for the following purposes.
  - 1. United Foundations
  - 2. Credit Union
  - 3. Tax Deferred Annuity Program
  - 4. Dues or Service Program
  - 5. United States Savings Bonds
  - 6. Hospitalization Insurance
  - 7. Dental Insurance
  - 8. Vision Insurance
  - 9. Other
  
- C. The District will mail the employee's check to an address previously indicated by the employee. The food service person may provide for another person previously identified by the employee to pick up the employee's check. Arrangements for these provisions should be made with the Division of Employee Relations before the employee begins her/his absence. The request must be made in writing.

ARTICLE XXI

NEGOTIATIONS PROCEDURES

- A. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written Agreement between, executed by, the District and the Association. The waiver of any branch, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
  
- B. At least ninety (90) days, and not more than one-hundred and fifty (150) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of food service personnel employed by the District.

ARTICLE XXII

HOLIDAYS

- A. Holiday pay will be paid to all regularly assigned food service personnel for the following holidays, provided such day is not a regularly scheduled duty day as set forth in the school calendar:
1. Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Day  
New Year's Day  
Good Friday  
Easter Monday  
Memorial Day  
Labor Day  
Fourth of July (if a regularly scheduled work day)
  2. The food service personnel must have been paid for the last scheduled work day prior to and the next scheduled work day after such holiday to be paid for the holiday. Both the prior work day and the next scheduled work day must be in the school year in which the holiday occurs.



ARTICLE XXIII

INSURANCE

- A. The work day shall be determined by assignment. Benefits shall be prorated on the basis of a six (6) hour day. The employee must pay the balance of the premium cost for full coverage.
- B. Hospitalization Plan:
1. For the 1989-92 school years, the District agrees to pay the prorated monthly premium cost for health insurance coverage equivalent to the Blue Cross/Blue Shield MVF-II (MM4), with Prescription Rider for members enrolled as of July 1, 1990. For members who wish to enroll after July 1, 1990, a minimum of four (4) hours per day shall be required for pro-rated coverage and a signed affidavit must be provided by the member stipulating that the desired coverage is not available through other family member's insurance plan (e.g. if the husband can provide family health insurance the wife who is a member of Port Huron Area Educational Cooks Association is not eligible for District health insurance.)  
  
For any employee who does not desire the above coverage, the employee may select either of the following options, upon written request of the District.
    - a. The District shall pay the monthly premium cost for dental insurance coverage equivalent to Delta Dental Plan A.
    - b. The District shall pay the premium cost for \$10,000 of additional term life insurance, payable to a beneficiary designated by the employee, plus five (5) days added to the employee's leave bank.
  2. Coordination of Benefits  
  
The District shall not be required to pay the premium to provide such coverage where the employee is otherwise covered for such benefit, whether by the District or any other employer, when the insurance is identical.
  3. There shall be no interruption of coverage for those food service personnel already enrolled. For those newly enrolling, coverage shall go into effect after the waiting period prescribed by such "Services".

4. Food service personnel desiring coverage as to the foregoing shall apply to the Personnel Office for same on forms which the District will furnish for that a purpose, it being understood that failure on their part to do so will relieve the District from any responsibility for lack of coverage resulting. employee must pay the balance of the premium cost for full coverage.
5. To be eligible for inclusion under this plan, new food service personnel must make application to the Personnel Office within thirty (30) days after employment or at any open enrollment period prescribed in such "Services".
6. No contribution by the District will be made during leaves of absence and layoffs and upon termination of employment all contribution shall cease. Food service personnel may pay the premiums for insurance coverage during their leaves of absence to provide for continuous coverage to the extent permitted by the insurance carrier. Arrangement for such payment and/or payment schedule should be made with the Personnel Office by the employee at the time the leave is granted.
7. The District shall not be responsible or liable for lack of proper coverage and protection. It's responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries.
8. When an eligible employee who formerly had another group Health Carrier through his/her spouse and has lost that coverage, by death, divorce or legal separation, or when the spouse of an enrolled employee has his/her coverage, application for enrollment with the District insurer can be made provided the following requirements are made:
  - a. Applicant must apply for transfer into the District program within thirty (30) days of the termination from the former group plan.
  - b. The former group plan must be independent of any coverage now co-existing with the current District insurance program.
  - c. All applicants must be eligible for coverage as an employee of the group.
  - d. The applicant is entitled to all benefits under the present District group plan, except maternity coverage where a waiting period is a requirement under the terms of our program.

- e. An application card must be completed by each individual applying for District coverage.
- f. Completed application cards must be submitted with the Monthly Remittance Report in the same manner as new hire applicants.
- g. Insurance coverage will become effective with the first billing date following date of timely application.

C. Vision insurance:

The District shall pay the pro-rated premium costs to provide vision coverage equivalent to Northwestern Vision Plan I, whether single, or full family with carriers to be determined by the Board.

D. Life insurance:

The District shall pay the premium cost for \$10,000 of term life insurance payable to a beneficiary designated by the employee.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. This Agreement is subject to all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to the law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative.  
  
However, all other provisions of this Agreement shall continue in effect.
- C. The Port Huron Educational Cooks' Association of Port Huron shall be notified of any Student and/or Food Service Aide Personnel training program. Such programs must be fully discussed with the Port Huron Educational Cooks' Association involved.
- D. There shall be established a joint committee to plan an inservice training program for all food service personnel. The committee is to be made up of two (2) Administrators to be designated by the Superintendent, and three (3) food service personnel to be designated by the Association. Said day as planned to be paid as a work day by the District.
- E. The District shall pay transportation, and living expenses not to exceed \$600 plus salary for four (4) members of the LaCuisine Association to attend the Michigan School Food Service Association Convention. The managers at Port Huron Northern and Central Intermediate will be sent at District expense. (Three (3) delegates must be members of the MSFSA to vote in the house of Representatives).
- F. The District shall pay transportation and living expenses not to exceed \$200 for the Association to distribute to members, who participate in obtaining ASFSA certification.
- G. SPECIAL DINNERS:
  - 1. The director of the food service program shall assign food service personnel to special dinners on a rotating basis to be determined by her/him. Time and one-half will be given when worked more than forty (40) hours.

H. NO STRIKE:

1. The Association agrees that so long as this Agreement is in effect, neither the Association nor any of the employees covered by this Agreement shall engage in any strike, slowdown, or stoppage of work. Any employee who violated any of the provisions of this paragraph participating therein, shall be subject to disciplinary action, including discharge. The District agrees that so long as this Agreement is in effect there shall be no lockout. The closing down of a building by the District does not constitute a lockout.

H. DURATION:

1. This Agreement shall continue in full force and effect until midnight, June 30, 1992, and from year to year thereafter, unless ninety (90) days prior to the expiration date, either party shall notify the other in writing of its desire to terminate this Agreement, in which event the Agreement shall terminate upon the expiration date of year in which the notice is given.
2. It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification or change upon termination.

PORT HURON AREA SCHOOL DISTRICT

HOURLY PAY SCHEDULE

	1988/89	1989/90	1990/91	1991/92
Manager	7.94	8.49	8.88	9.29
Cook/Mgr.	NA	NA	7.78	8.14
Cook	6.43	6.92	7.24	7.59
Baker	6.43	6.69	7.00	7.32
Transport	NA	6.04	6.32	6.61
Helper	5.59	5.81	6.08	6.36
Banquet Rate	6.52	6.78	7.09	7.41
ASFSA	.23	.23	.23	.25

District will pay certification dues, MSFSA and ASFSA, not to exceed \$22.50 per year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

PORT HURON AREA SCHOOL DISTRICT

PORT HURON AREA EDUCATIONAL  
COOKS ASSOCIATION

By *W. H. [Signature]*  
President of Board  
And *Robert F. Johnson*  
Secretary of Board

By *Jean [Signature]*  
President of Association  
And *Marion [Signature]*  
Secretary of Association

"DISTRICT"

"ASSOCIATION"

*Christine [Signature]*  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

*Robert F. Johnson*  
Team Member

\_\_\_\_\_  
Team Member

*Brian [Signature]*  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

*Wickie A. Hayes*  
Team Member

*[Signature]*  
Team Member

*Robert Temple*  
Team Member

*Marilyn [Signature]*  
Team Member

PORT HURON EDUCATIONAL COOKS ASSOCIATION

**GRIEVANCE FORM - LEVEL ONE**  
(FILL OUT IN TRIPLICATE)

FROM: (PERSON FILING GRIEVANCE) \_\_\_\_\_

TO: (ADMINISTRATOR INVOLVED IN GRIEVANCE) \_\_\_\_\_

STATEMENT OF GRIEVANCE: (include relevant dates, individuals,  
and/or schools)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE PROVISIONS VIOLATED IN THE MASTER AGREEMENT:  
(Article and Section Numbers)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDIAL MEASURES THAT HAVE BEEN TAKEN BY THE APPROPRIATE  
ADMINISTRATOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDY SOUGHT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INITIALS OR APPROPRIATE ADMINISTRATOR: \_\_\_\_\_

DATE: \_\_\_\_\_



ATTACHMENT "A"


LETTER OF UNDERSTANDING

With reference to Article XXIV-E, regarding the District's contribution toward the attendance at the annual Michigan School Food Employees Association's Convention, the selection procedure for the four delegates shall be as follows:

1. The current president of the La Cuisine Association shall be one delegate
2. One delegate shall be the manager of a preparation kitchen, on a rotating basis each year.
3. Two delegates shall be selected on a rotating, seniority basis each year drawn from a list of members who have expressed an interest in attending the convention by signing up on a list to be circulated by the District during the first two work weeks in January of each year.
4. In accordance with the contract language, at least three of the delegates selected must be members of the Michigan School Food Service Association.
5. Additional members of La Cuisine may attend the convention at their own expense.


PORT HURON AREA  
SCHOOL DISTRICT

  
Roland F. Johnson  
Operations Manager

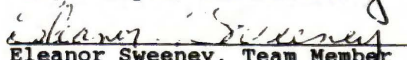
  
C. Roger White  
Executive Director of  
Employee Relations

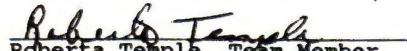
PORT HURON AREA EDUCATIONAL  
COOKS ASSOCIATION

  
Jean Ritz, President and  
Chief Negotiator

  
Dorothy Scancella, Vice-  
President

  
Vickie Hayes, Team Member

  
Eleanor Sweeney, Team Member

  
Roberta Temple, Team Member

  
Marilyn Totten, Team Member

ATTACHMENT "B"

LETTER OF UNDERSTANDING

When dues are inappropriately deducted through the payroll procedure, upon Association written official notification to the District, an appropriate District check will be prepared within two (2) weeks to resolve the error.

