

6/30/01

6/30/2001

CONTRACT

BETWEEN

MARYSVILLE PUBLIC SCHOOLS

AND

MARYSVILLE COOKS CLUB

FOR

1999-00

2000-01



Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Marysville Public Schools

MARYSVILLE COOKS' CLUB

CONTRACT

1999-00

2000-01

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AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____,
1999, between the MARYSVILLE PUBLIC SCHOOLS DISTRICT, hereinafter referred to
as the "Board", and the MARYSVILLE COOKS' CLUB, hereinafter referred to as the
"Cooks' Club", and replaces any and all prior agreements between the aforesaid parties.

ARTICLE I

RECOGNITION

It is mutually agreed as follows:

The Board recognizes the Cooks' Club 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 and probationary assigned kitchen personnel in the Marysville Public Schools District, excluding the Hot Lunch Program Supervisor.

It is recognized by the Board of Education and the Cooks' Club that the primary function and responsibility of the Hot Lunch Program is to provide a hot lunch according the standards and specifications of the Michigan Department of Education at no cost to the District, although the District may provide capital funds.

ARTICLE II

BOARD RIGHTS

The Board reserves and retains full rights, authority and discretion to control, supervise, and manage the operation of all schools and to make all decisions and policies not inconsistent with the terms of this Agreement.

ARTICLE III

EMPLOYEE RIGHTS

1. Seniority shall begin on the first day of employment. When two or more employees are hired on the same day, their order of seniority will be determined by the first initial of their last name. All new kitchen personnel shall serve a probationary period of not less than three months (twelve work weeks) nor more than six months (one semester) in duration. There shall be no responsibility on the part of the Board for the continued employment of the new employee during the said probationary period.

2. Employees with the longest seniority will be given preference of work at any and all schools in our system at conference and mid-term or at any special function. Provided, however, that in the event no employees volunteer for such work, the District may assign those employees hired after January 1, 1998, to serve at such functions in reverse order of District seniority. The least senior employee who does not want to work the special function is to secure a substitute who meets District approval. All luncheons and special functions before and after regular working hours will be paid banquet wages.

3. Employees who resign and return at a later date will start at the bottom of the seniority list.

ARTICLE IV

VACANCIES AND PROMOTIONS

Transfers: The transferring of employees is the sole responsibility of the Board, subject to the following:

1. Employees with the longest seniority within the Marysville School Lunch Program will be given preference, when ability, qualifications, and merit are equal, in filling vacancies, in the advancement of employees to a higher pay job, in making layoffs, and in rehiring of laid off employees.
2. No vacancy or new position in the bargaining unit will be filled by hire, transfer, or promotion until such vacancy has been posted for a period of seven (7) working days and present members of the bargaining unit have had the opportunity to apply for such positions and to have their applications considered.
3. Laid-off employees will be contacted by certified mail, in reference to rehiring, and upon receiving said certified letter must, within ten (10) calendar days, submit a letter of intent to the Superintendent of Schools.
4. Written requests may be initiated by the individual employee for transfer between schools, and will be approved only if they are in the best interest of the school system.
5. When an employee changes to a higher job classification, they will remain on the same step. An employee who transfers to another job classification shall be on probation for a period of 30 days to prove his/her ability to do the work under the job classification. In the event

the employee does not perform the work in a satisfactory manner as documented on Form A, the Board or its representative may transfer this employee back to his/her former job. The employee, during this 30-day period, may request that he/she be transferred back to his/her former job.

ARTICLE V

LEAVES OF ABSENCE AND SICK LEAVE PROCEDURE

1. Written requests for leave of absence must be addressed to the Superintendent of Schools through regular channels and should contain the reason for the request, the effective date and time requested, or a signed statement from a physician.

2. The Board of Education may, at its discretion, require an employee to submit to a physical examination at any time. The Board of Education reserves the right to designate the physician or physicians administering such examination, provided, the Board of Education pays the examining physician fee.

3. All regularly-assigned kitchen personnel shall be allowed twelve (12) work days of sick leave per school year as specified herein. Sick leave will be allowed for the following reasons, such time to be charged against sick leave days:

- A. Personal illness or quarantine (District reserves the right to require a doctor's slip on sick leave longer than five (5) consecutive work days);
- B. Death in the immediate family (for the purpose of this subparagraph, immediate family will include Mother, Father, Son, Daughter, Brother, Sister, Spouse, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Grandmother, Grandfather, and Grandchild), limited to four (4) days per family member;
- C. Serious illness in the immediate family (for the purpose of this subparagraph, immediate family will include Mother, Father, Son, Daughter, Brother, Sister, Spouse, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Grandmother, Grandfather, and Grandchild);

- D. **Business Leave** - Three (3) personal business days, deducted from sick leave, may be used for important and urgent matters which cannot be handled outside of working hours. One of these three days may be without review, but must still be approved in advance. Personal business days will not be permitted for the purpose of personal pleasure, extending vacations, or economic gain.

Employees planning to use a personal business day shall submit their request to the Superintendent five (5) days prior to the anticipated absence. Forms requesting personal business days are available from the Supervisor or in the school office. Forms are to be submitted through your Supervisor to the Superintendent. Approval by the Superintendent is required. In case of an emergency, the Superintendent may, at his discretion, waive the five-day advance notice.

At the end of each fiscal year, any unused portion of the twelve (12) days shall become accumulative, not to exceed Two Hundred Two (202) days, and may be used at some subsequent time for the reasons listed in subparagraphs 3-A, B, and C above.

4. Employees will report illnesses and other absences to the Supervisor at least one and one-half (1 1/2) hours prior to scheduled work report time so that the Supervisor will have adequate time to contact regular employees or substitutes.

5. In any case where the individual is absent from employment by reason of any injury compensable under the Workers' Compensation Act, such employee shall be paid the amount payable under the existing leave policy, less the amount of compensation payable to such employee under said Act. The Board's maximum liability under this section shall be the salary amount of the employee's accumulative sick days at the employee's rate of pay at the time of the claim.

6. Leave of absence not chargeable to personal sick leave bank:

- A. Jury duty (Board to make up difference in pay);
- B. Court appearance as a witness if subpoenaed (Board to make up difference in pay).

7. A maximum of two (2) personal business days may be allowed with loss of pay. Not more than two (2) employees will be approved at one time for such days. Employees must submit their request five (5) work days in advance.

8. Family leave act sections of this Article shall conform to law.

ARTICLE VI

RETIREMENT ALLOWANCE

A retirement allowance of one-third (1/3) of the regular daily wage earned during the year of retirement for all accumulated sick leave over twelve (12) days will be paid to the employee who retires, providing the employee qualifies for retirement under the provisions of the Michigan Public Schools Employees Retirement System, or has ten (10) years of service with the District.

The maximum payment under this Article shall be:

1999-00 \$2,000

2000-01 \$2,100

ARTICLE VII

HOLIDAYS

1. Holiday pay will be paid to all regularly-assigned kitchen personnel for holidays which fall on days which would otherwise be a work day, as follow: Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, New Years, Good Friday, Memorial Day, Labor Day, and all holidays designated by state law and/or school policy.

2. The employee shall be eligible for holiday pay only if the employee works the work day prior to the holiday and the next scheduled work day after such holiday.

3. If school is called off because of inclement weather, etc., and the day does not have to be made up (current law - 2 days), then the employee will not have to report. The employee will be paid for one day, the first "snow day", each school year.

ARTICLE VIII

INSURANCE

1. The Board will pay the cost of hospital-medical-surgical insurance (substantially equivalent to Single Subscriber-Blue Cross/Blue Shield MVF 2 with master medical Option 4 and \$2.00 Co-pay prescription drug rider) for each employee who works six (6) hours or more daily and who makes proper application to participate at the Central Administrative Office on forms as required by the carrier, provided, the employee is not covered by a comparable health insurance program. Monthly premium cost to the District shall be at the June 30, 1990 rates. The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be for payment of the premiums as set forth in this paragraph.

2. The Board will provide payment for hospital-medical-surgical insurance for the twelve-month period of October through September.

3. The Board will pay the premium for Group Term Life Insurance protection for each employee regularly employed who makes proper application to participate at the Central Administrative Office on forms as required by the carrier. The amount of insurance shall be:

| | | |
|---|---|-----------|
| For employees working five or more hours daily | - | \$14,000; |
| For employees working three to five hours daily | - | \$12,000. |

In the event of accidental death, the insurance will pay double the specified amount.

ARTICLE IX

GRIEVANCE PROCEDURE

1. Any employee(s) within the bargaining unit believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment shall promptly take the matter up with her immediate supervisor. Any grievance not initiated within 15 working days is considered null and void.

2. Adjustment of grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

A. **Level One:** The employee with a grievance shall first discuss the matter with her immediate supervisor, either directly or through her Club representative, with the object of resolving the matter informally.

B. **Level Two:** In the event that the employee is not satisfied with the disposition of her grievance at Level One, she shall file the grievance in writing to the Superintendent of Schools who shall issue a decision within 10 working days of receipt.

C. **Level Three:** In the event that the employee is not satisfied with the disposition of her grievance at Level Two, she shall file the grievance in writing to the Board.

D. At its next regular or special meeting, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express

written consent of the Club, shall final determination of the grievance be made by the Board more than 30 working days after its submission to the Board.

E. In the event that any grievance or disputes cannot be adjusted by the Board and the Club as outlined above, then such matters shall, at the request of either party thereto, be promptly referred to the State Labor Mediation Board.

ARTICLE X

HOURS AND CONDITIONS OF EMPLOYMENT

1. Call-in time - If an employee is called in to work, they will receive a minimum of two hours pay.
2. Departmental Meetings - One department meeting per month may be scheduled. These meetings will last for no more than one hour. All employees are required to be at said meeting and will be paid for said meeting. Pay will be at regular hourly rate.
3. All facilities of the District shall be in compliance with the current State laws regarding use of tobacco, drugs, alcohol and controlled substance on school property.

ARTICLE XI

PAY SCALE

1999-00

| <u>Job Classification</u> | <u>Prob. Rate*</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
|--------------------------------|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Head Cook | 8.40 | 8.55 | 8.70 | 8.83 | 9.00 | 9.10 | 9.25 |
| A'st. Hd. Cook & Baker | 8.02 | 8.15 | 8.33 | 8.48 | 8.64 | 8.80 | 8.95 |
| Gardens Elementary Cook | 7.68 | 7.79 | 7.92 | 8.09 | 8.20 | 8.35 | |
| Cook's Helper & Baker's Helper | 7.26 | 7.39 | 7.55 | 7.70 | 7.81 | 7.96 | |
| Kitchen Helper | 6.96 | 7.15 | 7.29 | 7.50 | 7.65 | | |

2000-01

| <u>Job Classification</u> | <u>Prob. Rate*</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
|--------------------------------|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Head Cook | 8.64 | 8.80 | 8.96 | 9.08 | 9.26 | 9.37 | 9.52 |
| A'st. Hd. Cook & Baker | 8.25 | 8.38 | 8.58 | 8.72 | 8.89 | 9.05 | 9.21 |
| Gardens Elementary Cook | 7.90 | 8.01 | 8.15 | 8.32 | 8.44 | 8.59 | |
| Cook's Helper & Baker's Helper | 7.48 | 7.60 | 7.77 | 7.92 | 8.04 | 8.19 | |
| Kitchen Helper | 7.16 | 7.36 | 7.50 | 7.72 | 7.87 | | |

*The probationary rate is for a minimum of three months (12 working weeks) unless the employee is kept on probation for a semester. During the probationary period, the employee shall be evaluated at least once using Form A by his/her immediate supervisor, and recommended for continued employment, or dismissal. All steps are one year in duration, except that Probation and Step 1 shall equal one year. Employees, other than probationary, will be promoted to the next increment in the salary schedule on their seniority date.

If an employee assumes the duties of another employee in a higher classification for three (3) consecutive work days, she shall receive the pay rate of the higher classification, at the step the employee assuming the duties is presently on, beginning the third (3rd) day upon official notification to the personnel office by the Supervisor.

- A. Special Banquets - All kitchen personnel**: \$8.00.
- B. Uniform Allowance - All full-time kitchen personnel will receive a uniform allowance. The allowance will be included in the September bills and paid on a separate check. The allowance will be \$200.00 per year. Should an employee be hired after the start of school, the uniform allowance shall be pro-rated to date of hire.

**Those currently making a higher hourly rate will be paid their regular rate.

ARTICLE XII

EVALUATION

A. All employees covered under this contract shall be given formal written evaluation using Form A at least once every two years.

B. The evaluation shall be done by the immediate supervisor.

C. A meeting will be scheduled with the employee to review the written evaluation prior to the evaluation being placed in the personnel file. The employee has the right to have another Club member present if he/she requests same.

D. The employee has the right to respond to his/her evaluation, in writing, and have it attached to his/her official evaluation.

THIS AGREEMENT shall become effective July 1, 1999, and shall continue in full force and effect until June 30, 2001, and from year to year thereafter unless terminated at the end of any yearly period, by either party, by giving written notice to the other party at least ninety (90) day prior to June 30th of the current year.

MARYSVILLE PUBLIC SCHOOLS DISTRICT
BOARD OF EDUCATION

By _____
President

And _____
Secretary

MARYSVILLE COOKS' CLUB

By _____
President

And _____
Secretary