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between

ELKTON-PIGEON-BAY PORT SCHOOL DISTRICT
BOARD OF EDUCATION

and

MICHIGAN EDUCATION ASSOCIATION
(CAFETERIA EMPLOYEES)

1986-87
1987-88
1988-89

Elkton-Pigeon-Bay Port School District
Pigeon, Michigan

Elkton-Pigeon-Bay Port Schools

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AGREEMENT

between

ELKTON-PIGEON-BAY PORT SCHOOL DISTRICT
BOARD OF EDUCATION

and

MICHIGAN EDUCATION ASSOCIATION
(CAFETERIA EMPLOYEES)

This Agreement entered into this 14th day of April, 1987, by and between the Elkton-Pigeon-Bay Port Schools Board of Education, hereinafter called the "Board", and the Michigan Education Association, (Cafeteria Unit), hereinafter called the "Union".

ARTICLE I

RECOGNITION

The Board of Education recognizes the Union as the sole and exclusive bargaining representative for cooks and helpers, excluding supervisors and all other employees.

ARTICLE II

MANAGEMENT RIGHTS

Except to the extent expressly abridged by specific provisions of this Agreement, the Board of Education reserves and retains solely and exclusively all of its common law rights to manage the school system, as such rights existed prior to the execution of this or any other previous agreement with the Union or any other union. The sole and exclusive rights of management, which are not abridged by this Agreement, shall include, but are not limited to, its right to determine the existence or non-existence of facts which are the basis of a

management decision, to determine prices of food, volume of production and methods of financing, to eliminate aspects of food production, to discontinue or lease food service or any part thereof free of liabilities of this Agreement; to establish or continue policies, practices and procedures for the conduct of food service and, from time to time, to change or abolish such policies, practices or procedures; the right to determine, from time to time, and redetermine the number, location and relocation and types of its operations and the methods, processes, and materials to be employed; to discontinue processes or operations or discontinue their performance by employees of the School Board; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and types of employees required; to assign work to such employees in accordance with requirements determined by the Administration; to establish and change work schedules and assignments; to transfer, promote, or demote employees or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the fact of lack of work, to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for cause and otherwise to take such measures as the Administration may determine to be necessary for orderly, efficient and profitable operation of its Food Service.

ARTICLE III

HOURS OF WORK

A. The Administration shall determine the number of hours per day and per week.

B. Those employees regularly scheduled to work four (4) or more hours per day shall receive a ten (10) minute break.

C. Those employees regularly scheduled to work six (6) or more hours per day shall receive a twenty (20) minute paid lunch period.

D. Work assignments beyond the normal work day will be first offered to the bargaining unit member in the building who is qualified to do the activity and has the greatest seniority. If all bargaining unit members refuse, the least senior bargaining unit member in the building who is qualified may then be required by the Employer to perform the work.

E. If a cook is absent and the District needs to replace the absent cook, the most senior helper in the building who is qualified will be offered the temporary position and will receive cook's pay.

F. When the District charges facility users at the rate of time and one-half, it will pay employees time and one-half (1½). Some groups have been charged at the rate of time and one-half; some groups have been charged at straight time; and some groups receive voluntary help (free). The District intends to continue this policy. |?

ARTICLE IV

UNION MEMBERSHIP

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union or pay a service fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining

unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

ARTICLE V

SICK LEAVE

- A. Each eligible regular employee covered by this Agreement will be entitled to sick leave at the rate of one (1) day per month, up to ten (10) days, accumulative to sixty (60) days. Employees will be paid Ten (\$10.00) Dollars for each unused sick day over sixty (60).
- B. If an eligible employee is ill two (2) or more consecutive days, he/she must have a doctor's statement to qualify for sick leave or to resume work.
- C. Employees may use three (3) paid sick days in the event of death in the immediate family. Immediate family will be defined as spouse, child, employee's mother, father, sister or brother.
- D. Each full-time, eligible employee will be entitled to two (2) personal leave days, not deducted from sick leave, to be used for personal business which cannot normally be handled outside school hours. The request for personal days is subject to approval of the Administration.

ARTICLE VI

VACANCIES AND PROMOTIONS

A. The Union recognizes that the Board of Education has the right to make job assignments and transfers, fill vacancies and award promotions, which action is not subject to challenge when not in direct contradiction to any specific and/or expressed term of this Agreement. The Board recognizes that it is desirable in making assignments, transfers, filling vacancies and awarding promotions to consider the interests and aspirations of its employees.

B. When a vacancy or new position arises, the Superintendent shall post notice of same in the respective buildings for five (5) days before the position is permanently filled. Vacancies shall be filled on the basis of qualifications, experience, background, seniority and other relevant factors.

ARTICLE VII

GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, misinterpretation or inequitable application of a specific provision of this Agreement. Grievances may not be filed on any subject for which another forum is already provided, such as the Michigan Employment Relations Act or any other state or federal agency, such as the Civil Rights Commission, E.E.O.C., F.E.P.C. and so on; nor may a grievance be lodged on any matter which could be heard by local, state or federal courts.

STEP ONE

An employee with a grievance must initiate this procedure within three (3) days of when the employee became aware of the act or

condition which gave rise to that grievance by discussing the matter with his/her immediate supervisor.

STEP TWO

If the employee is not satisfied with the disposition given by the supervisor, or if no disposition is given within three (3) days, the grievance must be committed to writing setting forth the specific provisions of the Agreement which have allegedly been violated, a brief description of the circumstances surrounding the alleged violation, and the remedy sought. The written grievance then must be presented to the supervisor within three (3) days of the last answer or within three (3) days of when the supervisor should have answered the grievance orally in the event that no answer was given. The supervisor will then have three (3) days in which to give his written answer to the complaint. If no answer is given within three (3) days, or if the answer given is not satisfactory, the grievance shall be appealed to the Superintendent of Schools within three (3) days of the unsatisfactory answer or within three (3) days of when the answer should have been given in the event that no answer was given.

STEP THREE

The Superintendent will arrange for a meeting between the grievant, the Union representative, and himself or his representative within two (2) weeks of when the grievance is appealed to the Superintendent. The Superintendent or his designee shall have seven (7) days in which to answer the grievance after the above-mentioned meeting is held. If the answer is not satisfactory, or if no answer is given, the grievant may appeal the grievance to the Board of Education within five (5) days after the Superintendent's answer, or

in the event no answer is given, within five (5) days after the time allotted for such answer has elapsed. Notice of appeal to the Board of Education shall be accomplished by sending a letter to the Superintendent of Schools and a copy to the Secretary of the Board of Education setting forth the Union's intent to proceed to the Board step.

STEP FOUR

A. The Board of Education shall designate two (2) or more persons to hear the case on its behalf. This hearing shall be conducted at a mutually agreeable time. The Board shall provide a written response to the grievance within ten (10) days of the hearing. If the Association is not satisfied with the disposition of the grievance by the Board of Education or if no disposition has been made during the above period, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration shall be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the Arbitrator shall be shared equally by the parties.

B. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the Employer's last answer. Any grievance not initiated within the time limits set forth

shall not be considered grievable.

C. The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement of the parties.

D. The Arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.

E. The fees, expenses and filing fees of the Arbitrator shall be shared equally between the parties.

F. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of the parties hereto.

G. Each party shall be responsible for the expenses of the witnesses that it may call.

H. Neither party shall be permitted to present in the arbitration hearing any evidence, either written or oral, that had not been disclosed to the other party in any of the previous step levels of the grievance procedure.

I. The Arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

J. The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union.

ARTICLE VIII

UNIFORM ALLOWANCE

The uniform allowance shall be Fifty (\$50.00) Dollars per year per eligible employee. Eligible employee is defined as all regularly employed, full-time and part-time personnel other than substitutes.

ARTICLE IX

SNOW DAYS

Employees shall have two (2) Act of God days which will not be deducted from sick leave. Should State law or actions of the State Board of Education change to modify the number of Act of God days allowable for purposes of receiving State Aid, the parties shall meet in special conference to attempt to resolve the issue.

ARTICLE X

LEAVES OF ABSENCE

Any member of the unit may request an unpaid leave of absence from the Board of Education. Such leave may be for up to one (1) year. The granting of such leave is at the discretion of the Board of Education.

ARTICLE XI

NEGOTIATIONS PROCEDURE

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representative from within or outside of the District. While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and to consider proposals and to make concessions and to recommend ratification in the course of negotiations.

ARTICLE XII

INSURANCE BENEFITS

- A. The Cooks will be provided health care protection as selected by the Board of Education. Health insurance benefits will be provided by the Board on a twelve (12) month basis as in the past.
- B. Each full-time and regular part-time employee will be provided with a Thirty Thousand (\$30,000.00) Dollar life insurance policy subject to the terms of the carrier.
- C. Helpers receive no fringe benefits including no sick leave days.
- D. Those three individuals (Dressler, Faist and Griggs) receiving health insurance at the present time will continue to receive it through June 30, 1987. For 1987-88 and 1988-89, if there is a hot lunch program operated by the Board of Education, these three individuals will be guaranteed payment of at least Fifty (50%) Percent of the premiums for the months they work.

ARTICLE XIII

HOLIDAY PAY

- A. The following days shall be considered paid holidays for cooks who have obtained seniority: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday and Memorial Day.
- B. In order to qualify for holiday pay, an employee must have seniority prior to the holiday and must work the first scheduled workday prior to and the first scheduled workday following the holiday.

ARTICLE XIV

MISCELLANEOUS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements are arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplations of either or both of the parties at the time they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms of conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

C. The parties acknowledge that this contract incorporates their full and complete understanding and that any prior oral agreements or

practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

D. Seniority is acquired after ninety (90) days of actual work.

E. The Board of Education shall develop job descriptions for each classification and present same to the employees. From time to time, the Board may modify, delete or add to the job descriptions. The job descriptions shall include the title, requirements and duties. In the event of an apparent work overload, the Association and Administration will meet to discuss possible remedies.

F. 1. The Board agrees to submit written notification of any discipline or discharge of a permanent employee to the Chief Steward within five (5) working days from the date of such disciplinary action.

2. Should the employee consider such disciplinary action to be improper, the matter may be referred to the grievance procedure. The disciplining of a probationary employee shall not be subject to the grievance procedure.

3. Employees shall be subject to discipline for violation of reasonable rules and regulations adopted by the Board of Education.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall become effective the first full pay period after it has been ratified and signed by both parties and shall continue in full force and effect until June 30, 1989. The wages set forth for 1986-87 are retroactive to July 1, 1986.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

ELKTON-PIGEON-BAY PORT SCHOOL
DISTRICT BOARD OF EDUCATION

MICHIGAN EDUCATION ASSOCIATION
CAFETERIA UNIT

Bruce Baur

Debara L. Baker

Virginia Leipprandt

Beverly Dressler

Yvonne Busby

Betty Griggs

WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
Head Cook	\$6.89	Renegotiable	Renegotiable
Cook	\$5.96		
Helper	\$5.33		
Substitute	\$5.06		