

4816

6/30/2002

**AGREEMENT**  
**BETWEEN THE**  
**FENNVILLE PUBLIC SCHOOLS**  
**BOARD OF EDUCATION**  
**AND THE**  
**FOOD SERVICE EMPLOYEES**  
**TEAMSTERS LOCAL 214**

*Fennville Public Schools*

August 16, 1999 through June 30, 2002

## INDEX

Preamble	
Article I	Purpose and Intent
Article II	Recognition
Article III	Management Rights
Article IV	Union Security
Article V	Save Harmless
Article VI	Deduction of Dues
Article VII	Probation
Article VIII	Subcontracting
Article IX	Extra Contract Agreements
Article X	Wages
Article XI	Bargaining Unit Classifications
Article XII	Vacancies and Promotions
Article XIII	Layoff and Recall
Article XIV	Employee Conduct, Discipline & Discharge
Article XV	Grievance Procedure
Article XVI	Stewards
Article XVII	Leaves of Absence
Article XVIII	Equipment, Accidents and Reports
Article XIX	Separability and Savings Clause

Article XX	Safety Committee
Article XXI	Workers' Compensation
Article XXII	Continuing Contract Review
Article XXIII	General Provisions
Article XXIV	Fringe Benefits
Article XXV	Overtime
Article XXVI	Duration
Appendix A	Wages

**FENNVILLE PUBLIC SCHOOLS  
MASTER AGREEMENT  
FOOD SERVICE EMPLOYEES**

**PREAMBLE**

This Agreement entered into February 21, 2000 between Fennville Public School District of Allegan County, Michigan, hereinafter referred to-as- the "Employer" and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America/Teamsters Union Local, No. 214, Detroit, Michigan, hereinafter referred to as the "Union."

**ARTICLE I  
PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, hours, working conditions and other conditions of employment. Both parties agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

**ARTICLE II  
RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all full-time and regular part-time food service employees, excluding supervisors, casual and/or substitute employees, and all other employees working less than three hours.

**ARTICLE III  
MANAGEMENT RIGHTS**

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves. unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and the administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies;
- (2) To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to discharge, discipline or demote for just cause, and to promote, transfer, and retire all such employees;

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms, of this agreement.

#### **ARTICLE IV** **UNION SECURITY**

Section 1. Membership in the Union is not compulsory. Employees who are included in the bargaining unit have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure in or discriminate against an employee as regards such matters.

Section 2. The Union 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 Union.

Section 3. All present members of the bargaining unit for whom the Union has been designated the exclusive bargaining agent in Article II of this Agreement shall, as a condition of employment, become a member of the Union or pay a representation fee equal to the Union Dues.

Section 4. All new employees which qualify as members of the bargaining unit, as defined in Article II, completing thirty (30) working days as full-time food service employees, shall become members of the Union or pay a representative fee equal to the Union Dues.

An additional thirty (30) working day probationary period shall be granted at the request of the Employer. Such request shall be in writing to the Steward prior to expiration of the original probationary period.

#### **ARTICLE V** **SAVE HARMLESS**

The Union agrees to indemnify and save the Board, including each individual school board member, all administrators, and all supervisors, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Employer for the purpose of complying with Article IV.

## **ARTICLE VI** **DEDUCTION OF DUES**

Section 1. During the period of this Agreement, the Employer agrees to deduct from the pay of any employee all dues if:

- (a) The dues amount is verified in writing by the Union at least 20 days prior to when payroll deduction is to be made.
- (b) Authorization cards are submitted and signed by each employee.
- (c) The employee has sufficient funds to cover the total dues amount after other required deductions. If an employee does not have sufficient funds available in the first payroll period each month, the employee shall be responsible to the Union for such dues.

Section 2. The Employer agrees to make such deductions from the first payroll period each month for the duration of this contract. Further, the Union monies withheld will be forwarded to an official designated by the Union within ten (10) days after such deduction was made along with a dues check-off list.

## **ARTICLE VII** **PROBATION**

Section 1. New employees will acquire seniority after thirty (30) working days. In the event that two or more employees have the same date of hire, then seniority shall be determined among such employees by the highest last four (4) digits of the new hires social security numbers.

Section 2. Those employees who become part of the bargaining unit, shall commence payment of Union dues or pay a representation fee equal to the Union dues after thirty (30) working days of continuous employment with the Fennville Public Schools providing these fees are verified in writing in the Superintendent's Office during the period of this Agreement.

**ARTICLE VIII**  
**SUBCONTRACTING**

The Board agrees not to subcontract bargaining unit work if subcontracting will cause a layoff, reduce hours of a bargaining unit member, or replace a unit member who quits or retires. The use of co-op students shall comply with the above listed prohibitions regarding subcontracting. A bargaining unit member shall provide supervision of outside groups using the food service whenever the food service supervisor is unavailable. A list of work shall be posted by the supervisor. Work shall be assigned by the supervisor on a rotating basis according to the seniority of the bargaining unit members who are qualified, as defined in the job description, to complete the work and have signed the list. Failure to sign the list will disqualify a unit member from performing the work. A work list shall be posted as soon as possible by the supervisor.

**ARTICLE IX**  
**EXTRA CONTRACT AGREEMENTS**

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in anyway may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Section 2. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require its employees other than the employees in the bargaining units here involved except in emergencies, to perform work which is recognized as the work of the employees in said units.

**ARTICLE X**  
**WAGES**

Attached hereto are schedules showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said schedules and the contents thereof shall constitute a part of this Agreement.

**ARTICLE XI**  
**BARGAINING UNIT CLASSIFICATION**

There shall be three bargaining unit classifications:

Head Cook/Head Cashier  
Cashier  
Cook/Server

**ARTICLE XII**  
**VACANCIES AND PROMOTIONS**

The Employer shall consider internal candidates first by posting bargaining unit positions for five (5) working days. The posting shall have a job description and list a rate of pay. Job vacancies and promotions shall be based upon qualification, work record, and seniority. Classification seniority shall be considered before bargaining unit seniority.

**ARTICLE XIII**  
**LAYOFF AND RECALL**

If the Employer determines a reduction in food service is necessary, layoff shall be by classification seniority. Bargaining unit members shall have the right to bump other bargaining unit members provided the unit member has the seniority in classification, or unit wide if the unit member has worked in another classification for a period of at least six (6) months. Newly hired bargaining unit members on probation will first be laid off. Unit members in training are not considered part of the classification for which they are being trained.

Recall shall be by seniority in inverse order of layoff by classification or outside classification provided the unit member has worked at least six (6) months in a classification. Notice of recall shall be sent to the address of record as provided by the unit member. The unit member is responsible for providing the Employer with their current address. The Employer shall give ten (10) workdays notice of both layoff and recall.

It shall be the responsibility of each employee to notify the Employer of any change of address.



**ARTICLE XIV**  
**EMPLOYEE CONDUCT, DISCIPLINE AND DISCHARGE**

The safe, orderly and efficient operation of the school district requires that employees maintain discipline and proper personal standards of conduct at all times. The Employer shall have just cause for disciplining, up to and including discharge of any employee of this bargaining unit.

The intent and purpose of this Article is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct, while on the job, except that nothing in this Article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such action is taken.

In any case, where disciplinary action is necessary, the following order of procedure shall be followed, however, nothing shall preclude the Employer from deviating from the procedural steps listed below, depending on the severity of the offense.

Procedural Steps:

1. Oral Reprimand
2. Written Warning
3. Suspension Without Pay
4. Removal or Discharge

This provision is not intended to prohibit the Employer from disciplining an employee at an advanced step, if the infraction is of a serious enough nature and warrants such discipline.

**ARTICLE XV**  
**GRIEVANCE PROCEDURE**

Section 1. It is mutually agreed that all grievances shall be settled in accordance with the procedure herein provided. A grievance shall be defined as a charge of violation, misinterpretation, or misapplication of the expressed terms of this Agreement.

Section 2. For purposes of this Article, days shall mean calendar days, exclusive of Saturday, Sunday, and legal holidays.

**Section 3. Procedures:**(Step 1) A grievance shall exist when a request by an employee has been rejected or not acted upon by the employee's supervisor. (This employee and the supervisor should attempt to settle issues as they arise on an informal basis.) If not resolved:

(Step 2) The employee must reduce the grievance to writing on a standard grievance form within five (5) days of the alleged grievance and deliver same to his Supervisor. The written grievance shall contain the following items:

- A. Name of grievant
- B. Date grievance occurred
- C. The specific contract section(s) violated,
- D. Facts of the grievance
- E. Relief requested
- F. Signature of grievant and appropriate steward

Within five (5) days of the receipt of the written grievance, the Supervisor shall have a conference with the aggrieved and the steward. It is the supervisor's responsibility to attempt to set a mutually satisfactory time and place for said meeting. Within five (5) days after this meeting, the supervisor shall state his decision in writing and furnish a copy thereof to the employee and the steward.

(Step 3) Within five (5) days after receiving the decision in Step 2, the aggrieved and steward may appeal in writing to the Superintendent of Schools.

(a) Within five (5) days of the receipt of the written grievance, the Superintendent or his designee, shall have a conference with the aggrieved and the steward. It is the Superintendent's responsibility to attempt to set a mutually satisfactory time and place for said meeting.

(b) The Superintendent shall state his decision in writing within five (5) days and furnish a copy to the grievant and steward.

(Step 4) If the Union is not satisfied with the disposition of the grievance by the Superintendent or the Board of Education or if no decision is rendered within the time provided in Step 3, the Union may, within ten (10) days submit the matter to mediation.

(Step 5) If satisfactory agreement is not reached through mediation, the Union may, within forty-five (45) days of closure of the mediation process, submit the issue to arbitration.

(Step 6) Prior to submitting the matter to arbitration, the Union shall so inform the Superintendent of Schools, in writing, of the Union's intention.

The Board's representative and the Union shall mutually select the arbitrator within ten (10) days of the arbitration request. If the parties cannot agree to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and to which written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. 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. The arbitrator shall confine his decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator.

The arbitrator shall have no authority except to pass on alleged violations of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, nor to interfere with the exercise of the Board's Rights and Responsibilities, except as these are expressly limited by this Agreement. Each party shall pay their own witness fees. The fees and expenses of the arbitrator shall be shared equally by both parties.

On agreement between the Board of Education and the Union, hearing upon a grievance may be commenced at any step, and any time limit with the grievance procedure may be extended by mutual agreement.

Any disposition of an appeal which is not issued within time limits specified shall result in a forfeiture of the grievance.

It is the intention of both parties hereto that the procedures set forth herein shall serve as a peaceful means for settlement of any dispute which may arise between them. Therefore, the Union and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, stoppage or work slow-down or sit-down, and the Employer agrees that it will not institute any lockout during the duration of this Agreement.

## **ARTICLE XVI** **STEWARDS**

The Employer recognizes the right of the Union membership to elect stewards and alternates for the duration of the contract from the employee's seniority list. The authority of the steward and alternate so selected by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. Negotiation of the contract
- B. Contract Administration
- C. Grievance Processing

The above activities shall be conducted with the Employer or the designated school representative in accordance with the provisions of this Agreement during working hours without loss of pay.

Section 2. The collection of dues when so authorized by the Union.

Section 3. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its offices, provided such messages and information:

- a. have been reduced to writing, or,
- b. are of a routine nature and do not involve work stoppage, slow-down, or other interference with the Employer's business.

The steward and alternate have no authority to take strike action, or any other action which interrupts the Employer's business. The Employer recognizes these limitations upon the authority of the steward and his alternate, and shall not hold the Union liable for such acts. The Employer shall have the authority to impose proper discipline, including discharge, in the event the steward has taken any of the above actions (i.e. strike, slow-down, work stoppage, etc.)

Section 4. It is recognized that the Union may use school buildings for meetings, providing the proper procedures are followed in the scheduling of these buildings. The Union will be responsible for maintenance and supervision at said meetings.

Prior approval must be obtained from the supervisor to conduct Union Business on school time.

## **ARTICLE XVII** **LEAVES OF ABSENCE**

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. Any such request will be

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. Any such request will be in writing and submitted at least five (5) days prior to the date of anticipated absence. The Supervisor may waive the five (5) day requirement in cases of emergency.

Section 2. The Employer agrees to grant time off limited to three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to an employee to attend a labor convention or serve in any capacity on other official Union business, provided that one week written notice is given to the Employer by the Union, specifying length of time off for Union activities. The Union guarantees that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

Section 3. Employees shall receive credit for two (2) personal business days on the first day of the school fiscal year. Employees starting in the second six months (January 1-June 30) shall receive a proration of one (1) personal business day. Personal business is defined as domestic, financial or legal business that cannot be done outside of working hours. It is understood that personal business days may not be used for social, leisure, or recreational purposes or in conjunction with a holiday, vacation, or recess period. (Emergency personal business days may be granted by the Superintendent, depending upon the need and the attendance record of the employee.) Personal days shall not be cumulative.

Section 4. Medical disability leaves shall be granted for a period of up to one (1) year upon the same provisions of Article XVII, Section 1. Such leaves of absence shall be without pay, fringe benefits, or accrual of vacations or sick leave. Medical disability may be extended by the Employer upon written request of the Employee.

## **ARTICLE XVIII**

### **EQUIPMENT, ACCIDENTS AND REPORTS**

Section 1. In establishing operational procedures, the employer shall consider personal safety.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved the employee shall have the right to perform the work under protest and shall refer the matter to the Superintendent for consideration and recommendation.

Section 3. An employee who is injured while performing his job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for the whole day.

Section 4. An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this-provision shall subject such employee to disciplinary action by the Employer.

Section 5. It is the duty of the employee and he shall immediately, or at the end-of-his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to retained by the Employer.

#### **ARTICLE XIX** **SEPARABILITY AND SAVINGS CLAUSE**

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

#### **ARTICLE XX** **SAFETY COMMITTEE**

A safety Committee composed of Union and Employer representatives will meet in September and January of each school year, if a request to meet is made by either party to the contract. The agenda for meetings will be jointly developed by the Steward and the Supervisor. The parties recognize the Employer has the ultimate responsibility for school safety.

**ARTICLE XXI**  
**WORKER'S COMPENSATION**

The Employer shall maintain insurance benefits for a member of the unit while the employee is receiving worker's compensation from the school, up to a maximum of one year.

**ARTICLE XXII**  
**CONTINUING CONTRACT REVIEW**

Section 1. The Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.

Section 2. Should a discussion of the parties result in a mutually acceptable amendment to the Agreement, then the proposed amendment shall be subject to ratification by the Board and the Union.

**ARTICLE XXIII**  
**GENERAL PROVISIONS**

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, so long as this conference doesn't interfere with the duties of the employee.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to the specific grievance, at reasonable times with employee consent. Requests for this information shall be in writing to the Superintendent's Office.

Section 3. The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose.

Section 4. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 5. The school will provide legal counsel to represent any employee as required or needed as a result of the acts occurring when and while said employee is in the performance of his normal duties and responsibilities provided that it has been determined that the employee has acted within the scope of school and administrative policy.

Section 6. The Employer shall provide an area in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer.

Section 7. At the beginning of the school year, the business office will compile a listing of sick leave accumulations. The list will be posted in the food service area.

Section 8. When an employee is required by the Employer to furnish his own-transportation to and from a job location, he shall receive a mileage allowance, the rate of which is established by Board Policy, or will be furnished transportation by the school district; from home to the job is not considered part of this section.

Section 9. For any schooling or in-service training assigned by the administration occurring on a leave day or off duty time, the employee will be paid straight time.

Section 10. The cost of tuition and expenses for conferences and workshops will be paid by the District. The Superintendent or his designee will choose courses and the personnel to attend.

Section 11. The Employer reserves the right to hire supervisory and salaried employees at its own discretion and will consider existing employees who apply.

Section 12. An Employee, when assigned to work in a higher classification shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned work in a lower classification during the workday he shall not suffer a reduction in pay.

Section 13. The Employer agrees to furnish all necessary equipment needed to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.



**ARTICLE XXIV**  
**FRINGE BENEFITS**

**Section 1. Health Insurance**

After four (4) years of employment, the unit member has two options.

- A. The single subscriber rate of the insurance carrier selected by the Employer.
- B. Seventy-five dollars (\$75.00) cash per month or to an Employer selected annuity.

Member must be regularly scheduled for a minimum seven (7) hours per day to be eligible for this benefit.

**Section 2: Life Insurance** Term life insurance in the amount of eighteen thousand (\$18,000) will be provided for unit members regularly scheduled to work five and one-half hours daily.

**Section 3 Sick Leave** One sick day per month, cumulative to 70. Twelve days in a month must be worked to qualify for a sick day. Five days may be used for illness in the immediate family.

**Section 4. Personal Leave** Two (2) personal leave days per year, non-cumulative.

**Section 5: Holidays** The following holidays are recognized as paid days:

Labor Day	Memorial Day
Day After Thanksgiving	Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day

**Section 6. Clothing Allowance** A one hundred dollars (\$100) clothing allowance.

**Section 7. Death in Family** In the event of the death in the immediate family, a unit member shall receive up to three (3) days with pay in order to make arrangements or the funeral of and immediate family. Immediate family is defined as:

Spouse	Mother- in law
Daughter	Father-in-law
Son	Brother-in-law
Father	Sister-in-law
Mother	Step-Father
Sister	Step-Mother

Brother  
Grandparents  
Grandchildren  
Daughter-n-law  
Son-in-law

Step-Sister  
Step-Brother  
Step-Children  
Relative Living In The Household

**Section 8. Medical Costs** Required medical costs shall be the responsibility of the Employer. Employer will pay for hepatitis B shots; however, the employee will reimburse the district's cost if the standard series of shots is not completed by the employee.

**Section 9. Longevity** Unit members shall receive longevity according to the following:

<u>Years of Service Allowance</u>	
9 years or more	\$300
14 years or more	\$400
17 years or more	\$500
20 years or more	\$600

### ARTICLE XXV

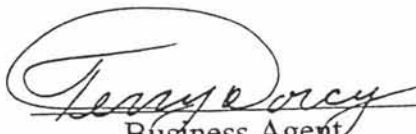
Overtime shall be assigned by the supervisor on a rotating basis according to the seniority of the bargaining unit members who are qualified to complete the work and have signed the list.

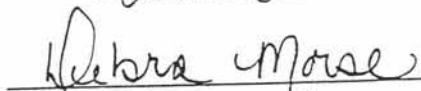
### ARTICLE XXVI DURATION OF AGREEMENT

This agreement shall be in effect from August 16, 1999 to June 30, 2002.

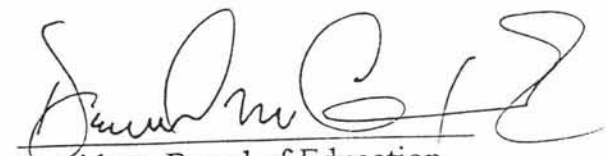
In witness whereof, the parties so signify.

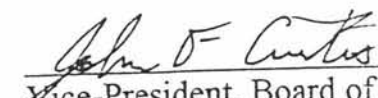
For the Teamsters  
Local 214

  
Business Agent

  
Union Steward

for Fennville Public Schools

  
President, Board of Education

  
Vice-President, Board of Education

APPENDIX A – WAGES

	1999/00	2000/01	2002/02
0-1 year	\$7.81	\$8.01	\$8.21
1-5 years	\$8.52	\$8.74	\$8.95
After 5 years	\$9.07	\$9.29	\$9.53
After 8 years	\$9.33	\$9.57	\$9.81

An hourly premium of \$.20 will be added to cashier wages, and \$.40 will be added to head cook and head cashier wages.

