

CONTRACT AGREEMENT
BETWEEN
MANISTEE FOODSERVICE PERSONNEL
AND
MANISTEE AREA PUBLIC SCHOOLS

This Agreement, effective October 1, 1987 is by and between the Manistee Area Public Schools, hereinafter referred to as the "Board," party of the first part, and the Manistee School Foodservice Personnel Association, hereinafter referred to as the "Association," party of the second part.

ARTICLE I - RECOGNITION

A. - The Board hereby recognizes the Association as the sole and exclusive bargaining agency for all regularly employed foodservice personnel of the school district with respect to rates of pay, hours of employment, and such other conditions of employment as required by Section II of Act 379, Public Acts of 1965. Substitute employees are specifically excluded from this Agreement.

B. - The Board recognizes and will not directly or indirectly interfere with the rights of the employees to be members of the Association and will not discriminate against employees on account of Association membership or activity and likewise the Association will not interfere or discriminate against any employee who is not a member of the Association.

ARTICLE II - AGENCY SHOP

A. Employees covered by this Agreement shall be required as a condition of continued employment to become members of the Association or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

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B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Association or pay a service fee to the Association equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

C. The Association agrees to assume the legal defense of any suit or action brought against the Board of the School District, School Board Members, Agents and Representatives for the discharge of any employee under the terms of this article and the union further agrees to indemnify and save the Board, the School District, School Board Members, Agents and Representatives of the Board of the School District, harmless against all claims, demands, costs, suits, damages or other forms of liability, including back pay and all court or administrative agency costs which may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

D. The Association dues shall be by payroll deduction.

ARTICLE III - MANAGEMENT

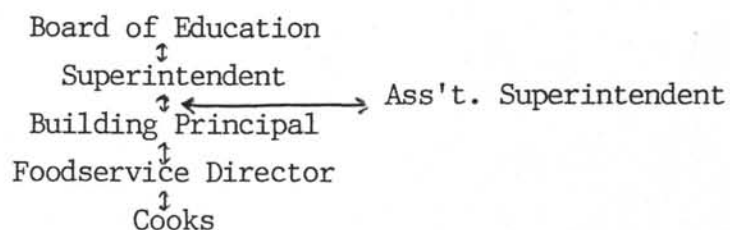
A. The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the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

1. To the executive management and administrative control of the school system and its properties and facilities.
2. To the full and exclusive control, direction and supervision of operations and working forces, and shall have the right to change jobs or to establish new jobs as required by operating procedures, subject to the seniority and other provisions herein contained.
3. To establish Board regulations, practices, and safety rules, from time to time, and distribute same to the employees.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV - SUPERVISION OF EMPLOYEES

A. The Superintendent and Ass't. Superintendent are responsible for the general supervision of all employees. The Building Principals are responsible for the day-to-day supervision of cafeteria personnel. The chain of command shall be as follows:



B. Evaluation and discipline of foodservice personnel shall be the responsibility of the Building Principal. Discharge shall be the responsibility of the Superintendent.

ARTICLE V - GRIEVANCE PROCEDURE

A. Any employee believing there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may within ten (10) calendar days of such alleged violation file a written grievance signed by the employee or employees involved with the Association Grievance Committee. If the Grievance Committee approves the grievance as being valid and just, the written grievance may be filed with the Building Principal within ten (10) calendar days. Such grievance shall state specifically the article and section of the Agreement allegedly violated, the conditions resulting in the alleged violation, and the relief sought.

B. Within ten (10) days of receipt of the grievance, the Principal shall meet with the employee or group of employees to resolve the grievance. If the grievance cannot be resolved between the parties, the grievance may then be forwarded to the Superintendent of Schools within five (5) days.

C. Within ten (10) days of receipt of the grievance, the Superintendent of Schools shall meet with the employee or group of employees in an effort to solve the grievance. If the grievance cannot be resolved between the parties, the grievance shall be forwarded to the Board, together with a statement of reasons why it could not be resolved.

D. Within fifteen days from receipt of grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon or prescribe such procedure as it may deem appropriate for consideration of the grievance.

E. If the decision of the Board is not satisfactory to the Association, the grievance may, within fifteen (15) days, be submitted to the Labor Mediation Board.

F. Failure to appeal within the above time limits shall be deemed acceptance of the decision.

G. A grievance may be withdrawn at any level without prejudice or record.

ARTICLE VI - EMPLOYMENT

A. The duties of the cafeteria personnel shall be:

1. Prepare meals for students and adults in compliance with the Food and Nutrition Act standards.
2. Maintain required food production records
3. Maintain acceptable standards of cleanliness and sanitation as determined by the Department of Health
4. Prepare menus and order food and other necessary supplies for the food production process.
5. Perform such other duties as assigned by the Administration.

B. The employment, transfer, reassignment, or dismissal of the employees shall be the responsibility of the Board or its agent.

C. New regular employees shall be on probation for a period of thirty (30) work days during which time their work will be evaluated by the Board or its agent. The right to release such probationary employees shall be vested exclusively with the Board.

D. Any employee whose work performance is evaluated as unsatisfactory shall:

1. Receive a verbal warning for the first offense
2. If a second offense occurs within twelve months of a verbal warning, the employee shall receive a written reprimand. If more than 12 months have elapsed since the last verbal warning, another verbal warning shall be issued.

3. If a third offense occurs within twelve (12) months of a written warning, the employee shall be suspended for three days without pay. If more than twelve (12) months have elapsed since the first written warning, then another written warning shall be issued in lieu of suspension.
4. If a fourth offense occurs within twelve (12) months of disciplinary suspension, the employee shall be discharged. If more than twelve (12) months have elapsed since being disciplined, the employee shall be suspended as per step 3. of the disciplinary process.

Employees may be discharged without progressing through the above steps in cases of personal misconduct, insubordination, theft, possession of alcoholic beverages, and similar serious offenses.

The Association shall be informed in writing of any disciplinary action taken with respect to its members.

E. The Board, if it so desires, may require personnel to present a health certificate signed by a reputable physician of their choice and attesting general satisfactory health and freedom from any communicable disease.

F. New jobs or permanent vacancies shall be posted by notifying the President of the Association in writing within fifteen (15) days of the vacancy. Action shall be taken to fill the vacancy within thirty (30) days of the posting. It shall be the responsibility of the Association to notify the members. Vacancies caused by absence, not to exceed six months, shall be filled by substitutes or transfer at the discretion of the Administration. Seniority and past performance shall be taken into consideration.

G. Job placement will be made by the Board based upon performance and ability, however, seniority will prevail when those factors are equal in candidates bidding for the position. Association members shall be given first opportunity and consideration in filling the vacancy, unless the position requires special qualifications that are not possessed by any Association member bidding for such position. Any employee has a right to return to his former position within two (2) weeks if he/she finds his/her new position unsatisfactory.

H. If any employee is transferred to a position with Board not included in the bargaining unit, and is thereafter transferred again to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Cafeteria employees who started their employment in the unit on the same date shall have their relative seniority position based upon the work

performance as determined by the Head Cook and Superintendent.

ARTICLE VII - LAY-OFF AND RECALL

When lay-off takes place, employees not entered on the Seniority List, shall be laid off first. Seniority employees shall be laid off in the inverse order of their seniority except that the Head Cooks shall be the last to be laid off.

A minimum of one-week notice shall be provided employees of pending lay-off as related to this article. Temporary suspension of work for reasons of emergency or strike action is not subject to this provision.

When the work force is increased after a lay-off, employees will be recalled according to seniority with the most senior employee on the lay-off being recalled first. If an employee fails to report to work within ten (10) calendar days from the date of recall, he/she shall be considered a quit. In proper cases, exceptions may be made. Employees on lay-off shall remain on the recall list for the number of years equal to the number of years of seniority or until such time as he/she fails to report to work upon recall.

ARTICLE VIII - LEAVES

A. All cafeteria employees shall be granted twelve (12) working days' sick leave each year. During the first year they shall be permitted one working day per month sick leave for months worked until they have earned a total of twelve (12) days. Sick leave may be accumulated to seventy (70) days. Such sick days may be used for personal illness, illness or death in the family, and upon request to and approval from the Superintendent or his designee. In addition, the Board may grant leave for other person's death upon request by the employee.

B. The Board shall retain the right to require a doctor's statement concerning any illness extending more than three days. It shall be the responsibility of the employee to obtain a suitable statement and pay for costs involved.

C. An employee, in case of extended illness may be granted upon his/her request a leave of absence of up to one year without pay. Insurance benefits shall be continued by the Board for a period not to exceed three (3) months. Existing seniority, vaction, and/or other leave days shall be retained but not accrue during the leave period.

D. Unpaid leaves of absence of up to one year for reasons other than illness may be granted upon written request of the employee. During this period, the employee shall retain but not accrue additional seniority, vacation, or leave days. All Board-paid benefits shall be suspended for the duration of the granted leave.

E. An employee shall be allowed two (2) days business leave with pay for the following purposes:

1. To attend funerals
2. To transact personal business that cannot be scheduled outside of regular working hours

Business Leave shall not be used:

1. For vacation purposes
2. For extending a holiday or vacation period
3. For hunting, fishing, or other recreations puposes
4. For travel, for visiting friends or relatives
5. For absence normally covered under sick leave
6. For any other non-business activities

An abuse of business leave will result in loss of pay for such absence and also loss of all business leave benefits for the remainder of the year. Business leave days shall not be accumulative nor deducted from sick leave, vacation, or released time.

F. Each employee shall be granted one (1) personal day per year. Although the purpose of the day does not need to be stated, the employee must give at least two days' notice in advance.

G. As an attendance incentive, when an employee has accumulated seventy (70) sick days, he/she shall receive payment at 1/2 the normal daily rate for any sick days that would otherwise be lost due to the maximum accumulation limit on an annual basis.

ARTICLE IX - WORK GUARANTEE

A. Foodservice personnel shall not be expected to report to work, but shall be paid their normal daily rate of pay on days that school is canceled due to inclement weather, provided the canceled days are not rescheduled.

B. When individual school cafeterias are closed on official student attendance days, foodservice personnel shall be permitted to work their normal shift and receive their normal rate of pay. Such time shall be devoted to extra cleaning and organizing activities.

C. A foodservice worker shall be employed when a kitchen is being used for banquets, fund raising meals, etc. Such extra work opportunities shall be assigned on a rotational basis by building with the approval of the Superintendent. It shall be the responsibility of the Association to maintain the rotation schedule.

ARTICLE X - OVERTIME PAY

A. Employees shall be paid time and one-half for all hours over 40 hours worked per week.

B. Any time an employee is called in, he/she shall be paid at the rate of time and one-half for actual time worked. At no time shall such pay amount to less than one and one-half hours of the normal rate of pay.

ARTICLE XI - INSURANCE

A. The Board will provide to those cafeteria employees working a regular schedule of four (4) or more hours per day, single subscriber hospitalization insurance, providing they are not eligible for coverage under any hospitalization plan of their spouse. Any employee so eligible may instead elect self-spouse or full-family coverage with 65% of the premium paid by the Board.

The Board will provide \$5,000 term life insurance to all cafeteria employees working a regular schedule of four (4) or more hours per day.

B. All employees not eligible for hospitalization insurance due to spouse's coverage, shall be provided up to \$500 coverage per year toward medical, dental, or vision expenses (insurance eligible) not covered by the spouse's insurance plan. Fifty percent of the unused portion of the \$500 shall be paid to the employee at the conclusion of the school year.

C. The Board shall provide long term disability insurance for all employees working a regular daily schedule of four (4) or more hours per day.

D. Insurance benefits shall be maintained during employee's absence due to on-the-job injury in accordance with normal underwriting standards up to a maximum of 180 days.

ARTICLE XIII - HOLIDAYS

The following days shall be considered holidays for cafeteria employees for which the employees shall receive his/her regular daily wages: **Thanksgiving, Friday after Thanksgiving, December 24th, Christmas Day, December 26th, December 31st, New Year's Day, Semester Records Day, Good Friday, and Memorial Day.** To receive benefit for the holiday, the employee must be on duty the scheduled work day immediately prior to and the scheduled work day immediately after the holiday, accept in cases eligible under sick leave.

ARTICLE XIII - WAGES

<u>Wages</u>	<u>Effective 10-1-87</u>	<u>Effective 9-1-88</u>
Director of Food Services	-	\$8.75
H.S. Head Cook	\$7.50	-
Elementary Head Cook	6.60	-
Satellite Driver & Cashier	6.40	-
Cook	-	6.75
Ass't. Cook	6.20	-
1st Year Cook	5.75	6.00

Each foodservice employee shall be paid an annual longevity stipend equal to \$15.00 for each year of employment in the Manistee Area Public Schools, not to exceed \$225. Such payment shall be made in December of each year and calculated on the basis of the number of prior full years of employment.

Substitutes who work in th same position for thirty (30) calendar days shall be considered temporary employees and shall be paid at the first year rate thereafter for as long as they remain in that same position.

When a regular employee is asked to fill a higher level position on a temporary basis, the employee shall be paid the higher rate of pay after ten (10) working days in such assignment.

ARTICLE XIV - VANDALISM

The Board agrees to pay for vandalism on school property of an employee's automobile to a maximum of \$100 of uninsured costs of repair.

XV - STRIKES

A. Strikes as defined in the Hutchinson Act #336 of the Public Acts of 1947 are illegal and any cafeteria employee violating this act thereby abandons his employment. As used in the act, "Strike shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducting, influencing or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment...." In the event that legislation is adopted permitting legal strikes by school employees, this Article becomes null and void.

B. Strikes may include various forms of concerted activity such as slowdowns, boycotts, picketing, continuing association meetings, and "concerted mass sickness."

C. The Board may discipline or discharge an employee condoning or participating in a strike in any way with immediate loss of privileges and function.

ARTICLE XVI - DURATION

This Agreement shall become effective on the 1st day of October, 1987 and shall continue in full force and effect until June 30, 1989.

MANISTEE FOODSERVICE PERSONNEL:

Sandra J. Butz
Lois W. Symanski
Kathleen A. McKenzie

MANISTEE AREA PUBLIC SCHOOLS:

John A. Tremzli
Dale Riccardi