

**CONDITIONS OF WORK**  
**AS**  
**AGREED UPON BY THE**  
**CALEDONIA CAFETERIA WORKERS**  
**AND**  
**CALEDONIA COMMUNITY SCHOOLS**  
**BOARD OF EDUCATION**

**2007-2011**

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## **ARTICLE I – RECOGNITION**

The Board recognizes the Caledonia Food Service Workers' Group as the sole representative of all regular head cooks, food service workers, cooks, bakers and cashiers employed by the Caledonia Schools, but excluding supervisors and all others. Exceptions to the above are employees hired by the Board of Education after September 1, 1994. District reserves the right to use employees for food service purposes who are employees of ARAMARK and whose wages and working conditions are subject to the agreement(s) therein. The district further agrees that it will continue to post all openings and give consideration to current group members before hiring.

## **ARTICLE II – EMPLOYEE RIGHTS**

**SECTION 1:** The Board of Education recognizes these food service employees for the purpose of improving communications between said employees and representative of the Board of Education. The Board agrees that the Group and its members shall have the right to use available school building facilities at reasonable times and hours for any desired meetings provided arrangements have been made in advance with the administration.

**SECTION 2:** For the purpose of reviewing complaints as they relate to violations of this written agreement between the Board of Education and the Association, a grievance procedure will be defined and followed by both parties. This grievance procedure will be defined later in this agreement. The Caledonia Community Schools Board of Education recognizes the Group as the authorized representatives of the covered employee group. However, nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Group if the adjustment is not inconsistent with the terms of this Agreement.

## **ARTICLE III – BOARD RIGHTS**

The Board of Education, on its own behalf and on behalf of the electors of the school district; hereby retains and reserves unto itself 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:

- A. To the executive management and administration control of the school system and its employees, properties and facilities.
- B. To hire all employees and, subject to the provision of the law, to determine their qualifications, the conditions of their dismissal or demotion, and to promote and transfer all such employees.

- c. To exercise the foregoing powers, rights, authorities, duties, and responsibilities. The adoption of policies, rules, regulations and practices in furtherance thereof shall be limited by the specific and express terms of the Agreement thereof are in conformance with the constitution and the laws of the State of Michigan and the Constitution and the laws of the United States.

#### **ARTICLE IV – LAYOFFS AND VACANCIES**

**SECTION 1:** In all lay-offs and recall, within the Food Services group, the seniority of employees within the group shall be the sole consideration. Seniority is defined as the number of years worked in the Caledonia Schools Food Service Workers' Group. Persons hired on the same date will have their seniority determined by lot overseen by their supervisor.

**SECTION 2:** Notices of all vacancies shall be posted on the bulletin board in the kitchens. No vacancy shall be permanently filled by the supervisor until it has been posted for a least three (3) working days. It will be the responsibility of employees to check the bulletin board from time to time and within the three (3) day posting period to note what positions might be available. Any employee interested in a posted job must put their request for that job posted within the time limit stated. It is the sole responsibility of a person on leave to check posted vacancies.

**SECTION 3:** If it becomes necessary to reduce the working force, the last person hired shall be the first laid off. When the force is again increased, the persons will be returned in inverse order in which they were laid off.

#### **ARTICLE V – EMPLOYEE LEAVES**

##### **SECTION 1: Illness**

- A. An employee shall be granted ten (10) days per school year for absences caused by illness or injury. Unused sick leave days may accumulate to a maximum of one hundred and eighty (180). Up to five sick days per year may be used for parents and other individuals residing for an extended period of time in the employee's household. The daily sick benefit paid to a food service worker shall be the same as the employee's normal daily pay. Doctor and dentist appointments are valid reasons for absence and will be deducted from sick leave.
- B. Employees shall possess and maintain sufficient good health, physical and mental to adequately perform their respective duties. If in the administration's opinion there is question as to the physical or mental ability of a food service worker, the administration has the right to have a valid medical opinion on the food service worker in question. The expense for this mental or physical examination will be the obligation of the Board of Education and the doctor will be selected by the administration.

- c. No food service worker may be paid out of sick leave for any days other than those on which he would normally work during the school. A food service worker absent because of an extended or serious illness may be required to present the supervisor with a doctor's statement indicating the fitness of the employee to perform his/her job. The cost, if any, for this medical certification will be the obligation of the employee.

**SECTION 2: Death in the Family**

Absences without loss of salary shall be allowed not to exceed five (5) days per school year upon the death of a husband, wife, parent, brother, sister, child (any child who is a member of the household), parent-in-law, grandparents, grandchildren, in-laws and dependent upon the employee. One of these five (5) days may be used to attend the funeral of someone other than a member of the immediate family as defined above. The District may grant additional days off at its discretion.

**SECTION 3: Leaves of Absence**

Leaves of absence with pay not chargeable against the employee's sick leave shall be granted for the following reasons:

- A. An absence due to jury service or a court appearance, the Board will pay the difference between the regular compensation lost and compensation received from the court by an employee during the regularly assigned working time.
- B. Approved attendance at conferences, workshops, or inservice meetings related work.

**SECTION 4: Unpaid Leaves**

Unpaid leaves of absence may be available to employees for reasons of health, home conditions, childcare and education. Such leave shall require thirty (30) calendar days notice of intent to take and date of intended return from leave. The approval, as well as the duration of such leaves, shall be solely up to the discretion of the Board. Employees on unpaid leaves shall have their seniority frozen.

**SECTION 5: Personal Days**

Each employee will also be entitled to two personal days with pay per year for reasons that are personal. Whenever possible, employee will request personal days with two weeks advance notice. Personal days may accumulate to a maximum of five.

**SECTION 6: Family and Medical Leave Act**

Parties agree to abide by the rules and regulations set forth in the Family and Medical Leave Act (federal) of 1993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with section 102(d) (2) of the aforementioned legislation.

**SECTION 7: Other**

Any absence for reasons other than stated above must be discussed in advance with the school administration. Cases not specifically defined in these policies will be handled on an individual basis.

**SECTION 8:**

All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy on leaves with pay or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the supervisor. Violations of this leave policy may constitute grounds for dismissal.

**ARTICLE VI – WORKER’S COMPENSATION**

**SECTION 1:**

An employee injured on the job shall report such injury to the administration office and said employee’s immediate supervisor. All reports must be filed at the administration office within 24 hours of the incident.

**SECTION 2:**

Any employee’s injury requiring loss of time from work whereby the employee would receive worker’s compensation benefits, shall report the amount of such compensation benefits to the Administration Office upon receipt.

**SECTION 3:**

An employee cannot collect both workers’ compensation benefits and sick leave pay at the same time. When legally possible, an employee will be compensated under the worker’s compensation law rather than from their accumulated sick leave. The Board agrees to pay any difference between worker’s compensation benefits (be it less) and the food service worker’s regular pay. The food service worker’s sick leave will be drawn upon to provide this difference and the Board will discontinue such payment when sick leave is exhausted.

**ARTICLE VII – GRIEVANCE PROCEDURE**

Any member of the Group may submit a grievance if there is cause to believe there is a violation of this Agreement. Grievance shall be processed in a timely and orderly manner as described in each step of the grievance procedure. Grievances must cite specific Articles of the contract that were allegedly violated, statements of fact upon which the alleged violation is based, and relief sought by the grievant. Time lines may be extended by a written mutual agreement. At each step, a representative of the Association may accompany the grievant. Any expenses incurred throughout the grievance procedure shall be borne by the party incurring them.

**STEP 1: Discussion**

A member with a grievance shall discuss it with his or her immediate supervisor within five (5) working days of the alleged violation.

**STEP II: Written**

If the Grievance is not settled to the mutual satisfaction of both parties, the grievance must be reduced to writing, signed by grievant and submitted to the grievant’s immediate supervisor within five (5) working days following the date of Step I (Discussion).

**STEP III : Superintendent**

If the determination of the immediate supervisor does not relieve the grievant it may be submitted to the superintendent of Schools with five (5) working days after receiving the written disposition from the immediate supervisor. After investigating the facts of the matter and conferring with both parties, the Superintendent shall issue a written disposition of the grievance within ten (10) working days of receipt of the grievance from Step II (Written).

**STEP IV: Board**

If the recommendation of the Superintendent fails to bring resolution, the grievance may appeal to the Caledonia Board of Education for review and decision. This written appeal must be made within five (5) working days following the Superintendent's conference with both parties, via the Superintendent.

The Board will receive, hear or designate a hearing at the next regular Board meeting if appeal is presented eight (8) working days prior to that meeting. The secretary of the Board shall render a written disposition within ten (10) working days after the Board hearing.

**ARTICLE VIII – NON-STRIKE AGREEMENT**

**SECTION 1:**

The Group and its individual members agree that a "strike" is not in the interest of the children of Caledonia Community Schools; and therefore, the Group and its individual members agree not to strike.

**SECTION 2:**

As used in this article, the work "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 faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the condition, or compensation, or the rights, privileges or obligations of employment. Nothing contained in the Article shall be construed to limit, impair or affect the right of any public employee to the expression or communications of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

## **ARTICLE IX – NEGOTIATION PROCEDURES**

### **SECTION 1:**

It is understood that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to negotiation between them from time to time during the period of this Agreement upon mutual consent of the Board and the Association. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

### **SECTION 2:**

Not earlier than March, 2010, but at least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for the new Agreement covering wages, hours, terms and conditions of employment.

### **SECTION 3:**

In any negotiations described in this Article neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

## **ARTICLE X – BENEFITS**

### **SECTION 1:**

All regular food service employees will receive lunch at no cost on the days they work.

### **SECTION 2:**

Due to the nature of the work schedule of the food service employee and the inability to take a break during their work day they will also be paid for one-half hour lunch break.

### **SECTION 3:**

A person substituting for a building manager will be compensated at the building manager's wage provided three consecutive days of work are completed in that position. The building manager's pay, in this instance, would be retroactive to the first day of work in that position.

### **SECTION 4:**

T.B. tests as required by law will be paid for by the Board of Education.

### **SECTION 5:**

Each employee is granted three "Act of God" days. An "Act of God" day is defined as a day where children are not brought to school due to conditions, such as weather, which are due to an "Act of God." If an employee is scheduled to work they will not be required to report and they will receive compensation for their regular hourly pay.



**SECTION 6:**

Any food service employee who works in a school kitchen, other than their regular hours, will be paid their hourly wage by the Board of Education plus whatever additional compensation due as specified in Article XI (Compensation). Prior approval of the supervisor is required in order to receive payment for this type of work. This normally involves a citizen facility use.

**SECTION 7: Holidays**

Employees shall be paid but not required to work on the following days (holidays) if the employee works on the scheduled work day, before and the first scheduled work day after the holiday or is on an approved leave; i.e. sick day, bereavement day, etc.

Labor Day	December 31
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Friday before Spring Break*
December 24	Memorial Day
December 25	

If the school calendar is scheduled in such a way that school is in session, the employee will be required to work and a compensating day off with pay during spring break will be arranged.

**SECTION 8: Shoes**

Following presentation of a receipt to the business manager, a food service worker will be reimbursed up to \$60/year for shoes to be used on the job. Uniforms will be supplied to each employee on an annual basis, not to exceed \$125 per year for each employee.

**SECTION 9: Severance Pay**

Upon exit in good standing from the system, an employee who has worked in the food service unit for a minimum of 10 years and accumulated 100 sick days will be paid a severance amount of \$2,000 for these days. If an employee has accumulated fewer days than this after 10 years, they will receive proportionately less, i.e. \$1,800 for 90 accumulated days, etc.

**SECTION 10: Education Fund**

Employees will be reimbursed for training or college credit with a cap of \$500 per contract year as long as the classes relate to her education field and are pre-approved by their immediate supervisor. To qualify for this benefit, an employee must work a minimum of 35 hours per week.

**ARTICLE XI – COMPENSATION & INSURANCE**

**SECTION 1:** Years of credit steps are based on the number of years in the system as a food service employee. In order for a worker to receive a full year’s credit toward a step, they must be hired before the end of the first semester of school. Steps are the same as years of credit.

The salary scale will be figured each year based upon previous understandings (2007-08 2.25% and 2008-09 2%). In case of a financial need or crisis there may be a contract re-opener for negotiations.

**SECTION 2: Salary Schedules**

<b>2007-08</b>	<b>Step 1</b>	<b>Step 3</b>	<b>Step 5</b>	<b>Step 7</b>	<b>Step 10</b>	<b>Step 15</b>	<b>Step 20</b>
Food Service Wrk.	11.37	11.79	12.26	12.72	13.21	13.68	14.19
Elem. Manager	12.06	12.50	13.00	13.48	13.99	14.51	15.04
M.S. Manager	12.50	12.97	13.48	13.98	14.52	15.05	15.61
H.S. Manager	13.07	13.55	14.10	14.62	15.19	15.75	16.33
Production Manager	13.63	14.13	14.69	15.23	15.82	16.40	17.00

<b>2008-09</b>	<b>Step 1</b>	<b>Step 3</b>	<b>Step 5</b>	<b>Step 7</b>	<b>Step 10</b>	<b>Step 15</b>	<b>Step 20</b>
Food Service Wrk.	11.60	12.02	12.51	12.97	13.47	13.96	14.48
Elem. Manager	12.30	12.75	13.26	13.75	14.27	14.80	15.34
M.S. Manager	12.75	13.23	13.75	14.26	14.81	15.36	15.93
H.S. Manager	13.34	13.82	14.38	14.92	15.49	16.06	16.66
Production Manager	13.90	14.41	14.98	15.54	16.13	16.73	17.34

<b>2009-10</b>	<b>Step 1</b>	<b>Step 3</b>	<b>Step 5</b>	<b>Step 7</b>	<b>Step 10</b>	<b>Step 15</b>	<b>Step 20</b>
<b>Wage Re-opener</b>							
Food Service Wrk.							
Elem. Manager							
M.S. Manager							
H.S. Manager							
Production Manager							

The above wages and working conditions are those agreed to by representatives of the Cafeteria Workers’ Group and the Board of Education, both of the Caledonia Community Schools. Effective dates are the school years of 2007-08 through 2009-2010, with the Agreement ending June 30, 2010.

**SECTION 3: Level Credit**

An employee who, through certified accrediting process, achieves another level of food service expertise will be awarded an additional \$.10/hour for each level achieved. Verification of new level is to be provided to the food service director for his/her recommendation.

**SECTION 4: Insurance Benefits**

- A. Any employee who works 30 or more hours per week will receive \$250/month toward payment of health insurance. This amount will be prorated over a twelve-month period.
- B. Any employee who does not qualify for the above and works 30 or more hours per week will have available to him/her \$175/month to be paid into a tax sheltered annuity, other financial investment vehicle, or as regular taxable income. If an investment vehicle such as a tax sheltered annuity is chosen, it must be one of the board-approved companies.
- C. Employees working fewer than 30 hours per week will have pro rated amounts per month as follows: (All of the above amounts reflect nine month payments.)
 

Up to 15 hours/week	\$25/month
16-22 hours/week	\$50/month
23-29 hours/week	\$75/month

**ARTICLE XII - DURATION**

This agreement shall be in effect from school years 2000-04 through June 30 2007.

BOARD MEMBERS

ASSOCIATION REPRESENTATIVES

\_\_\_\_\_  
William Harrison – President

\_\_\_\_\_  
Donna Anderson

\_\_\_\_\_  
Bernard Nagel – Vice-President

\_\_\_\_\_  
Ellyn Draft

\_\_\_\_\_  
Carol Nelson Purkey  
Assistant Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ARTICLE XVI DURATION

This agreement shall be in effect from July 1, 2007 through June 30, 2010.

For the Board of Education

Robert Bergy  
Robert Bergy - President

Debra McCarty  
Debra McCarty - Secretary

Carol Nelson-Purkey  
Carol Nelson-Purkey  
Assistant Superintendent

For the Association

Donna Anderson  
Donna Anderson

Ellyn Draft  
Date Ellyn Draft

Date 6/26/07

**LETTER OF UNDERSTANDING**

**BETWEEN THE**

**BOARD OF EDUCATION**

**OF THE CALEDONIA COMMUNITY SCHOOLS**

**AND THE**

**CALEDONIA CAFETERIA WORKERS GROUP**

The Board of Education of the Caledonia Community Schools ("Board") and the Caledonia Cafeteria Workers Group ("Group") hereby agree as follows:

1. Wages for the employees in the bargaining unit represented by Group will be frozen and not increased for the 2009-2010 and 2010-2011 school years.
2. The Collective Bargaining Agreement between them is hereby extended until June 30, 2011.
3. Given the economic impact of local, state and federal funding, Board shall have the right to reopen the Collective Bargaining Agreement between them for renegotiation in the event of the Board's determination that this is warranted due to financial need.

**BOARD OF EDUCATION OF THE  
CALEDONIA COMMUNITY  
SCHOOLS**

Dated: 6/23, 2009

By: Deb McCarty  
Deb McCarty  
Its Board President

Dated: 6/23, 2009

By: C. M. Nelson-Purkey  
Carol Nelson-Purkey  
Its Assistant Superintendent

**CALEDONIA CAFETERIA WORKERS  
GROUP**

Dated: 6/12/09, 2009

By: Helen Folkersma *Ellyn DRAFT*  
Helen Folkersma  
Its Group Representative