

MASTER AGREEMENT

BETWEEN

THE HOMER BOARD OF EDUCATION

AND

THE HOMER CAFETERIA WORKERS ASSOCIATION

2008-2011



MASTER AGREEMENT

Homer Cafeteria Workers Association

This agreement, entered into this 1st day of July, 2008, between the Board of Education of the Homer Community School District, here-in-after called "The Employer" and the Homer Cafeteria Workers here-in-after called "The Association".

PURPOSE AND INTENT

Both parties are desirous of maintaining a uniform wage scale, working conditions and hours of employment of the employee; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and members of the bargaining unit; of promoting and improving peaceful relations between the parties to achieve ultimately the primary goal of providing the best possible education for the children of the district.

MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the school 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 of the Constitutions 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 administrative control of the school system and its properties and facilities, and the activities of its employees in connection with school activities.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote, transfer, all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 by 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 the laws of the State of Michigan and the Constitution and the laws of the United States.

ASSOCIATION RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of

engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association.

ARTICLE I

RECOGNITION

Section I. The Employer recognizes the Association as the sole and exclusive bargaining representative for all cooks regularly employed by the Board, it specifically being the intent of the parties hereto that membership in the Association shall not be a condition of employment nor used as a point of discrimination in the rights, benefits or obligations under this agreement.

Section II. A new employee shall work under the provisions of this Agreement as a probationary employee for a period of ninety (90) days, said ninety (90) days being counted only during the period of time in which school is in session. There shall be no seniority among probationary employees. Upon successful completion of the probationary period the employee shall be entered upon the seniority list and shall immediately be given credit for ninety (90) days seniority.

Section III. For purposes of this contract a part-time employee is defined as an employee working less than four (4) hours per day (20 hours per week). A regular employee is one who works more than four (4) hours per day. Regular employees receive regular seniority and normal contract benefits. Part-time employees receive pro-rated seniority (i.e. 3/6 of a day employee receives 3/6 of a day seniority). Part-time employees receive no fringe benefits.

ARTICLE II

LEAVE DAYS: Business Days, Sick Leave, Accumulation

It is agreed and understood each employee shall carry with him into this master contract his total accumulated sick leave as of the close of the previous contractual school year.

Any employee who falsifies reasons for any leave shall sacrifice all rights granted under this contract for all leaves of absence.

A. Sick Leave. Contents of the following shall apply to all persons within the unit.

1. Each employee who has acquired seniority status shall receive an annual allowance for personal illness not to exceed ten (10) days per year. Unused sick leave may be accumulated to a total of forty-five (45) days for the employees hired after July 1, 1994 and seventy (70) days for employees hired prior to July 1, 1994. Any absence in excess of

the above specified amounts shall result in a loss of compensation at the employees regular rate of pay.

2. The following are considered purposes for use of sick leave:
 - a. Personal illness or injury of such nature as to render a member unfit for service.
 - b. Critical illness/and or death in the immediate family of member, not to exceed a total of five days for each critical illness/and or death. Critical illness has been interpreted as follows: A member of the immediate family is at the point of death or very dangerously ill as pronounced by a doctor. The immediate family is defined as:
 1. Members who live in the same household;
 2. Mother, regardless of where she lives;
 3. Father, regardless of where he lives;
 4. Son or daughter, regardless of where he or she lives;
 5. In-laws and Grandchildren
 3. Employees who are absent for any reason shall report such absences to the office and fill out necessary absence forms if they want consideration or approval for sick leave. Employees may be required to document sick day absences that occur the day before or the day after a holiday.
 4. Four (4) days of sick leave per year may be used for personal business. Business days shall not accumulate. Each employee shall be entitled to four (4) days each year to be deducted from accrued sick leave to be used for business purposes. Business purposes means, those activities which are of such a nature that they cannot be attended to at a time when an employee is not working his regular shift. Using such days for vacation, recreation and employment purposes is expressly prohibited. The day before and/or after a holiday shall not be used for personal business days. An application for a business leave day must be submitted in writing to the employee's supervisor at least one (1) week in advance, except in emergency situations shorter notice may be acceptable. (Although employee need not reveal their reasons for requesting personal business days, it is understood that these days are only for business that cannot be conducted at any other time.)
 5. It is understood that employees covered by this contract may have the privilege of transferring unused sick leave days to any other employee covered by this contract. Such transfer of sick leave days must have the approval of the Board of Education.
- B. For the protection of pupils and personnel, this Board of Education shall require proof of freedom from active tuberculosis in the form of an x-ray as a condition of entering employment and every three (3) years thereafter for all full and part-time personnel employed by the Board. Any expenses involved in furnishing proof shall be the responsibility of the employee. Tuberculin tests may be substituted for the annual test for those whose x-ray showed negative on employment. All personnel found with active tuberculosis shall be given leave of absence for treatment until they are officially certified as being inactive. Upon such

status certification, the Board of Education shall return the employee to his former employment equivalent duties, without prejudice.

C. Maternity Leave: The Board of Education shall grant a leave of absence for maternity, without pay, to any regularly employed cook upon written request for such leave, accompanied by a statement from employee's doctor regarding employee's pregnancy and expected date of delivery.

Application for Leave: The employee shall apply for a leave of absence not later than (5) months previous to the expected date of normal birth of child.

Effective Leave Date: The employee shall begin leave at a mutually agreed date that has been decided upon with the administration prior to the expected date of normal birth of the child. If a date cannot be agreed on, the Board, for the protection of the expectant mother, shall set a cut-off date of employment no later than a month prior to the expected date of delivery.

Duration of Leave: Such leave of absence shall be a period not to exceed the school year in which the pregnancy occurs. However, under certain circumstances, the leave may be renewed at the discretion of the Board upon application for the employee. Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy.

D. Adoptive Leave: Adoptive leave, if requested by the foster mother with-in thirty (30) days after the child is assigned to her, shall be granted for a period not to exceed the unfinished school year. Employees shall be placed on leave without pay.

ARTICLE III

GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation of this Agreement. Should an employee feel that there has been a violation of this agreement, he will take the following steps:

Step 1: The employee shall notify in writing the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to step two (2) without the designated representative at the employee's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.

Step 2: The employee and/or the designated representative may discuss the grievance with the supervisor informally within twenty (20) days of the alleged violation but in no event longer than twenty (20) days.

Step 3: If no satisfactory conclusion is reached within five (5) days following the discussion set forth above, the employee and/or the designated representative shall present in writing, within five (5) days from the discussion in Step 2, the alleged violation and request an interview with the superintendent or the representative designated by the Board of Education.

Written grievance shall contain the following:

1. It shall be specific;
2. It shall name and be signed by the employees involved;
3. It shall contain a statement of the facts upon which the grievances are based;
4. It shall contain a reference to the articles and sections of the agreement which have been allegedly misinterpreted or violated;
5. It shall state the relief requested.

Within ten (10) days after the written request, if filed with the superintendent or the representative designated by the Board of Education, he shall have a hearing concerning the alleged grievance. A decision in writing by the superintendent or the designated representative of the Board shall be given to the employee and the Association representative within ten (10) days after the hearing.

Step 4: If this decision is not satisfactory, the employee may file his alleged grievance with the Board in writing, countersigned by the designated representative at least ten (10) days prior to the next regular Board meeting at which time the employee and/or the designated Association representative shall be given an opportunity to be heard. The Board shall render its decision in writing at the next regularly scheduled Board meeting. If this decision is not satisfactory, the employee and/or the designated representative may file his grievance with the State Labor Mediation Board as provided by law.

Failure to appeal a decision at any level within the specified time limit shall be deemed an acceptance of the decision at that level.

Should an employee be satisfied with a decision at any level, or leave the employ of the Board, all further proceedings on said grievance shall be barred.

The Association shall designate two (2) representatives and shall inform the administration of the names of said representatives and will designate alternates in case of their absence.

ARTICLE IV

STRIKE PROHIBITION

The Association recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended by public school employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by an employee or group of employees.

ARTICLE V

WORKMAN'S COMPENSATION

All employees within the bargaining unit are covered by the Workman's Compensation as provided by State Law. The employer agrees to cooperate toward the prompt settlement of the employees claim under the Workman's Compensation.

ARTICLE VI

DRESS

The Employer agrees that if any employee is required to wear a uniform as a condition of his continuing employment, such uniform shall be furnished and maintained by the Employer free of charge.

ARTICLE VII

PAY PERIOD

All employees covered by this agreement shall be paid in full every other week except when it is necessary to adjust one (1) pay period to coincide with the pay period of the teaching staff during the school year.

ARTICLE VIII

RETIREMENT

Employees shall retire at age sixty-five (65) except the Board may, upon application of the employee to the Board, continue the employment of an employee after age sixty-five (65) upon sufficient showing by a health certificate signed by at least one medical doctor, and returned to the Board, showing that said employee is physically and mentally capable of working under the terms of this contract.

In the event that the results of the examination are not acceptable to either party the services of a recognized medical center or hospital may be obtained for this examination. The result of this examination shall supersede that of the original physician. Expenses are to be borne by the requester.

ARTICLE IX

REQUESTED INFORMATION

The Board agrees to furnish to the Association in response to reasonable request from time to time all available compiled public information. If further public compiled information is requested, it shall be

at expense of requestor. Employees and other representatives of all outside agencies shall not be allowed to visit the school during school hours without obtaining permission of the superintendent, or his designated representative. The purpose for the visit shall be made clear. Employees shall not be called from work for such visits.

Cooks employed by the Board who are not members of the Association shall enjoy all rights and privileges of this master contract.

ARTICLE X

CAFETERIA PAY SCHEDULE

The probationary cook shall be paid at the rate of \$.20 per hour less than the regularly employed cook who has successfully completed the probationary period for the first three months of employment, and \$.10 less per hour for the balance of the school year. Regular rate of pay shall be received at the beginning of the following year.

The regularly employed cooks who have successfully completed the probationary period shall be paid at the rate of \$11.56 per hour from July 1, 2008 through January 4, 2009 and \$11.80 per hour from January 5, 2009 through June 30, 2009 (2009/2010 \$12.04) (2010/2011 \$12.28). Kitchen helper/clean-up will receive \$9.87 per hour from July 1, 2008 through January 4, 2009 and \$10.07 per hour from January 5, 2009 through June 30, 2009 (2009/2010 \$10.27) (2010/2011 \$10.48).

The head cook in the high school kitchen will receive an hourly bonus of \$.30 per hour more than the regularly employed cook.

The head cook in the elementary school kitchen will receive an hourly bonus of \$.15 per hour more than the regularly employed cook.

A substitute cook shall be paid at the rate of \$.40 per hour less than the regularly employed cook.

Cafeteria workers who work more than four hours per day shall receive two (2) paid snow days per year. Part-time cafeteria workers shall receive two (2) hours pay for each of the aforementioned two (2) snow days.

Cooks, if called into work and school is cancelled, will receive a minimum of two (2) hours pay.

Employment of the cafeteria staff for banquets, special events, etc., is permitted on a voluntary basis.

Work Day. Cafeteria employees shall report to work at the time designated by the cafeteria manager and shall remain until the cafeteria work is finished for the day. This designated time shall be considered a full day for purposes of benefit under this contract.

Holidays. It is agreed that cafeteria employees shall receive the following paid holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Records Day/Martin Luther King Day, Mid-Winter Break/Presidents' Day (only if scheduled as a day off as per teacher master contract), and Memorial Day.

It is agreed that the cafeteria employees will be evaluated and informed of their standings not later than April 29th. Those who have performed satisfactorily shall be given preference, according to their seniority, for available positions the following school year. Based upon qualifications and satisfactory work performance, cafeteria employee job openings should be offered to employed cooks first.

It is agreed that cooks shall receive a paid 20-30 minute lunch period to be spent in their building and on call.

The Cafeteria Manager maintains and accrues seniority on Cooks' seniority list from original date of hire.

For the purpose of this contract, the normal work day for a cook is six (6) hours per day.

Any cafeteria employee who is honorably discharged or quits and has put in five (5) or more years of service to the Homer Community School can receive 25% of his/her accumulative sick pay as that time he or she quits or is honorably discharged. After eleven (11) years of continuous service, cafeteria employee will receive 35% of accumulative sick days. Any cafeteria employee with sixteen (16) or more years of continuous service will receive 50% of accumulative sick days.

Note: The maximum accumulative sick days is forty-five (45) or seventy (70) accordingly.

Longevity: All regularly employed cooks will receive the following longevity bonuses: eligible cafeteria employees with 5 to 10 years of continuous experience at Homer Community School will receive a bonus of \$125.00 at the end of the 2008/2009 school year (\$150 for 2009/2010) (\$175 for 2010/2011). Eligible cafeteria employees with 11 to 15 years will receive \$145.00 (\$170 for 2009/2010) (\$195 for 2010/2011). Eligible cafeteria employees with 16 plus years will receive \$175.00 (\$200 for 2009/2010) (\$225 for 2010/2011).

Additional Language: If Homer Community Schools hires an outside contractor for food service management, all other employees will remain Homer Community School Employees.

ARTICLE XI

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2008 and shall continue in effect for three years ending June 30, 2011. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and 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 arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Furthermore, it is agreed and understood that this contract may be opened for negotiation at any time at the request of either party, by mutual agreement.

In witness thereof, the parties have executed this agreement by their duly authorized representative.

Date

By _____
Authorized representative, Board
of Education of the Homer Community
School District

Date

By _____
Cafeteria Workers Representative