

Master Agreement

between

Comstock Public Schools

and the

Kalamazoo County Education Association

representing the

Comstock Food Service Employees' Association

2010-2012

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AGREEMENT

between

COMSTOCK PUBLIC SCHOOLS

and

COMSTOCK SCHOOL FOOD SERVICE EMPLOYEES' ASSOCIATION

This Agreement entered into this 9th day of November, 2010 by and between the Comstock Public Schools of Comstock, Michigan, hereinafter called the "Employer" and the Comstock School Food Service Employees' Association/MEA, hereinafter called the "Association."

Witnesseth:

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is hereby agreed as follows:

Article 1 - RECOGNITION

The Employer hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment for all Food Service Employees employed by the Employer, not including supervisory personnel, substitutes or Employees working less than two (2) hours per day. The term employee, when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above.

Article 2 - EMPLOYEE'S RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the Employer shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining in regard to wages, hours and other terms and conditions of employment. As a duly elected body exercising governmental power under the law of the State of Michigan, the Employer agrees that it will not interfere with, restrain or coerce any employee in the enjoyment of any rights conferred by Act 379; that it will not discriminate against any employee with respect to wages, hours and other terms and conditions of employment by reason of their membership in the Association, their participation in any lawful activities in connection therewith, or their institution of any grievance, complaint or proceeding under this Agreement.

1. **Association Dues.** Each employee shall authorize in writing the deduction of Association dues in September of School Year or within thirty (30) days of their employment, whichever shall last occur. The dues shall be deducted from the pay check of each employee in 20 equal installments commencing with the second check following the start of school. The Board shall deduct the authorized amounts and transmit the total deductions to the Treasurer of the Association together with a list of each bargaining unit employee for whom deductions were made.
2. **Financial Responsibility.**

Each bargaining unit member shall, as a condition of employment:

- A. On or about thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or
- B. Pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deductions for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the pay checks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Pursuant to *Chicago Teachers Union v Hudson*, 106 S CT 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charges to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or service fee, the Board agrees promptly to disburse said sums upon direction of the Association.

Article 3 - EMPLOYER'S RIGHTS CLAUSE

The Employer on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, including, but without limiting it, to the following rights: the executive management and administrative control of the school system, to promote, to demote, to direct the work force, to set hours of employment, to establish the length of the day, to transfer and other management functions. The exercise of these powers, rights, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

Article 4 – WORKING CONDITIONS

A. Evaluations

Employees will be evaluated consistent with the School District's established evaluation process and procedures. The Union shall be advised of any proposed changes to the evaluation tool used by the District.

B. Work Schedule

1. Food service employees work schedules will be assigned by the director of food service or his/her designee, prior to the beginning of the school year.
2. Employees are expected to work on days that the food service department is required to serve lunch to student.

Article 5 - COMPENSATION

The salaries of Food Service Employees covered by this Agreement are set forth in Schedule A.

A. Basic Compensation

1. **Probation**: All new employees will be on probation for a period of forty (40) working days at an hourly rate equal to \$0.25 below Schedule A.
2. **Seniority**: Seniority shall accrue from the employee's last date of hire. Employees shall be paid according to Schedule A.

3. **Substitutes**: Substitutes will be paid an hourly rate that does not exceed the hourly rate of an assistant server.
4. **Overtime**:
 - a. Employees will be paid time and a half for all hours worked beyond a regular forty (40) hour work week.
 - b. Employees working the breakfast program will be paid at their regular hourly rate.
 - c. When an employee is asked to return to school after leaving for the day (except for returning from serving breakfast, see b above) for a special assignment, the employee will be paid \$1.00 per hour premium over their normal pay.
5. **Required Meetings**: Employees who are required by the Employer to attend meetings outside the regular work day shall be paid the contractual rate as outlined in Schedule A for their classification for the time spent at the required meeting.

B. Fringe Benefits

Fringe benefits will be available after successful completion of probation.

C. Classification

1. **Lead Assistant/HS Cook**: An employee who is responsible for the operation of the base kitchen in the absence of the manager and doing the cooking.
2. **Lead Assistant/Cook/Nems**: An employee who is responsible for the operation of the Nems kitchen in the absence of the manager and doing the cooking.
3. **Cook/High School/Nems**: An employee who is responsible for cooking, including reading, understanding and following through on a recipe.
4. **Head Server/Cook**: An employee in the satellite kitchen who is responsible for the kitchen and knowledge of food preparation.
5. **HS Cashier/Cook Assistant/Lead Office Asst**: An employee, who counts and deposits all money, maintains records, assists the manager and cooks as needed. Examples: inventory and packing food carts.
6. **Head Server**: An employee in a satellite kitchen who is responsible for the kitchen.
7. **Worker/Server**: An employee, who washes dishes, serves and performs other miscellaneous tasks at the base kitchen.

8. **Assistant Server:** Serves meals to students and/or performs other tasks under the direction of a head server.

D. Miscellaneous Compensation Items

1. **Temporary Promotion:** Any time an employee works in a higher classification than his/her usual assignment, the Employee will be paid at the rate of the higher classification. It will be the employee's responsibility to note the change in classification for each day worked in the higher classification on his/her time sheet. An Employee who refuses to accept a temporary promotion will not be offered such opportunity for the remainder of that school year, unless the Employee provides a valid reason why the temporary promotion could not be accepted. If the refusal occurs on or after April 15 of a school year, the Employee will not be offered such opportunity until the second semester of the following school year.
2. **Temporary Reduction in Classification:** When the Employer causes an employee to be involuntarily moved during the school year to a lower job classification, the employee will receive the same hourly rate received in the original classification for the remainder of the school year, unless:
 - a. the reduction in classification was a disciplinary action or
 - b. the reduction in classification is the result to the employee's inability to perform the higher classification.

At the beginning of the following school year, the employee will be paid the rate of the classification at which the employee is working.

3. **Notification of School Closing:** Employees who have not been notified by public announcement at least one and one half (1½) hours prior to their reporting time for work when school is canceled, will be paid a minimum of one (1) hour's work, or for the time worked, whichever is greater.
4. **Section 125 Plan:** The Employer shall implement a plan under Section 125 of the Internal Revenue Code covering bargaining unit employees. The plan shall provide for payment of the employee's share of health insurance premiums on a pre-tax basis and contain language complying with IRS regulations allowing for the payment of cash in lieu of health insurance, tax sheltered annuity contributions, and/or to direct their cost toward the purchase of any other available insurance options to the extent provided by law. The plan shall be drafted and administered by the Employer.
5. **Summer Work Program:** The summer work program schedule will be posted in each kitchen as soon as it is known. Employees applying for positions will be chosen according to seniority. Pay rates for summer work will be established by the Employer and will not necessarily be the same as the hourly rates set forth in Schedule A. Summer work shall not be considered bargaining unit work. Although bargaining unit Employees shall be offered such opportunities first, if not enough employees agree to work the summer program the Employer may hire outside employees who will not be considered bargaining unit employees.

E. Uniform Allowance

Employees, after the completion of their probationary period, are required to wear a uniform and name tag. The District will specify uniforms and provide tops. The District will specify an appropriate non-skid work shoe and appropriate work pants. Employees will be reimbursed up to \$140.00 for the cost of pants and shoes. Four uniform tops will be provided and will not be charged against the uniform allowance. Receipts for the purchase of uniforms submitted to the Employer by September 15 will be reimbursed by October 15. Receipts submitted at other times during the year will be paid through the normal Board bill procedure.

The District will provide the Association with examples of the specified uniforms and allow the association to comment on the uniforms. The District will have the right to specify the final uniform.

F. Terminal Pay

Each employee who completes fifteen (15) years of service shall be entitled, upon retirement, to five hundred fifty dollars (\$550).

ARTICLE 6 - PROMOTION

Whenever a vacancy shall occur in the food service department, the Employer will post the position within twenty (20) days. A vacancy is a position that is available due to a resignation, dismissal, leave of absence of three (3) months or more, death of an employee, or the creation of a new position. The senior employee expressing interest in classification two – seven (2-7) will be promoted on a trial basis. The trial period shall be for twenty (20) work days. The former position of the promoted employee will be filled on a temporary basis. Should the promoted employee perform unsatisfactorily during the trial period, he/she will be returned to the former position. The Employer will consider applications of employees when the Assistant Manager/Cook position is to be filled.

ARTICLE 7 – LAYOFF AND RECALL

A. Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position.

B. Bumping Rights

An employee who has been laid off may exercise his/her right to retain a position by bumping into a position within their classification held by the least senior employee. When bumping into a position, the employee must have the necessary ability and job qualifications to perform the work.

C. Recall

Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and Holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) day period.

Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.

D. Temporary Reduction in Classification

When the Employer causes an employee to be involuntarily moved during the school year to a lower job classification, the employee will receive the same hourly rate received in the original classification for the remainder of the school year, unless:

- a. the reduction in classification is the result to the employee's inability to perform the higher classification.
- b. at the beginning of the following school year, the employee will be paid the rate of the classification at which the employee is working.

E. Reduction in Hours

The Employer retains the right to add or reduce hours as needed. When staff hours are to be reduced, the Employer will reduce the hours of the least senior employee in the classification to be reduced in the building. Should there be an employee in another building, in the same classification, with less seniority than the reduced employee, who gets more hours; the senior reduced employee may bump the least senior employee.

The Employer will not reduce an employee for the sole purpose of reducing benefits. The Employer will not reduce an employee's hours by hiring other part-time employees. The Employer may reduce hours when the services are not needed. Whenever an employee's hours are to be reduced the Association President will be notified and reasons provided.

ARTICLE 8 - LEAVES OF ABSENCE

Benefits under "Leave of Absence" provisions of the Agreement are available to seniority employees only.

A. Sick Leave

Employees shall be credited with ten (10) days per year plus the unused balance from previous years to accrue to a total not to exceed ninety (90) days. Sick leave may be used, with pay, for:

1. Personal illness
2. To care for an illness in the immediate family (spouse, child, stepchild, or parent) residing in the employee's household
3. The first two (2) occurrences of school closing due to an act of God each year.

B. Funeral Leave

1. In the event of each death in the immediate family or household, an individual is allowed, when requested, three (3) days off with pay:

Immediate Family: Father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, stepchild, grandparent, grandchild, brother-in-law and sister-in-law.

2. In the event of each death of a relative outside of the immediate family, or persons where the closeness of the relationship should warrant; time, not to exceed one (1) day will be allowed with pay to be deducted from sick leave to attend the funeral.
3. In the event of extenuating circumstances, additional days, with pay, may be granted by the food service supervisor in part one or two above. These additional days will be deducted from sick leave.

C. Personal Business Leave

Two (2) days leave of absence, with pay, will be granted, upon request, to transact personal business that cannot be transacted except during work hours. The procedure for requesting a personal day off is as follows:

1. Except in the case of an emergency, a written request will be given to the food service manager at least two (2) weeks in advance of the day requested.

2. Requested day off will be granted on a “first come first serve” basis.
3. Management is to respond, in writing, within three (3) days of receiving a request. If the leave request is denied, the employee will be provided the reason for the denial.

D. Jury Leave

1. In the event an employee is ordered for jury duty, the employee shall suffer no loss of income. When the court reimbursement is less than the employee's normal wages, the employee may be credited and paid for regular time by endorsing the check from court over to the Employer.
2. The employee shall suffer no loss of income when subpoenaed to appear in court in conjunction with duties as a school employee. The employee may also be absent from the work station without loss of pay for the time necessary to appear in court when subpoenaed in civil or criminal proceedings, for which the employee is not a party, not to exceed one (1) day per incident.

E. Leaves Without Pay

Employees who have a minimum of one year's seniority shall be eligible to apply for an extended leave, without pay, for illness, maternity or personal factors, provided:

1. Requests must be made in writing to the Food Service Supervisor.
2. Requests for medical or maternity leave must be accompanied by a physician's statement of reason.
3. The maximum length of the leave is one year. Upon returning from a one year leave of absence, an employee's options are as follows:
 - a. Employee can return to a position currently open, based on seniority.
 - b. Employee can return as a sub-worker, with lowest rate of pay per Schedule A, until a permanent position becomes available.
 - c. Fringe Benefits will be prorated based on the date employee returns to work.
4. The Employer reserves the right to approve or deny the leave.
5. The employee shall not work for another Employer during the leave.
6. The employee's seniority shall continue during the leave.
7. Employees returning from a leave of three (3) months or less shall return to their original assignment.
8. Pay shall cease during the leave, unless the employee is otherwise eligible, (example: unused sick leave available and employee is eligible.)

In addition to the above leaves, the provisions of the Family and Medical Leave Act of 1993 will be provided to eligible employees.

Article 9 - MEDICAL EXAMINATIONS

A. New Employees

The Employer requires that all new employees are to be screened by a physician. The exam will meet state and Employer requirements and be paid for by the Employer.

B. Additional Physical Exams

The Employer may require an employee to submit to a physical examination to determine the existence of any condition which may impair the ability of the employee to perform his/her duties or be detrimental to the health of the students or other persons. The president of the Association will be notified upon request of the employee who has been directed to submit to a physical. This examination will be paid for by the Employer.

C. Tuberculin Tests

Test for tuberculosis, that is required by law or by the Employer, will be paid for by the Employer.

Article 10 - DISCIPLINE PROCEDURE

The Association recognizes the Employer's duty to maintain good discipline for the efficient operation of the school. To this end, the Employer reserves the right to discipline and discharge employees for cause, except when such actions are arbitrary or discriminatory. The Employer recognizes the right of an employee to have Association representation, upon request, at the conference with the Employer when disciplinary action is to be taken. Discipline (except when the seriousness of the offence shall otherwise require), shall be progressively applied as follows:

A. Steps

1. **FIRST OFFENSE:** The employee will have a conference with his/her immediate supervisor about the problem in question. An oral warning documented by the Employer with a notation that it is an oral warning. (excessive absences, tardy, insubordination)
2. **SECOND OFFENSE:** A written reprimand signed in the presence of an Association representative with a copy to the Association.
3. **THIRD OFFENSE:** A written reprimand and suspension from one to five days, signed in the presence of an Association representative with a copy to the Association.

4. FOURTH OFFENSE: Additional suspension or termination signed in the presence of Association representative.

B. Exceptions

When the offense merits, the Employer has the right to terminate the employee, or impose lesser appropriate penalties other than discharge without regard for the steps one through four. When the Employer disregards these steps, the Association representative will be consulted.

C. Restoration of Status

After an employee has been formally disciplined, the employee may earn restoration of his/her status as an employee in good standing. For each year of employment after the last discipline, the employee shall be moved back one (1) step in the progressive disciplinary procedure until the employee is considered to be at step one. All references to a disciplinary action shall be removed from an employee's record after three (3) years of service without disciplinary action. It shall be the employee's responsibility to request such removal at the end of three (3) years.

Article 11 - GRIEVANCE PROCEDURE

A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

A. Step One

An employee who believes he/she has a grievance shall first discuss the matter with his/her immediate supervisor within five (5) work days after the occurrence of the event upon which the grievance is based. It shall be the object of both parties to resolve the matter in this informal manner.

B. Step Two

Those grievances which have not been settled in Step One and are to be appealed to Step Two must be reduced to written form and presented to the Food Service Supervisor no later than five (5) work days after Step One or ten (10) work days after occurrence of the grievance. The Food Service Supervisor will respond within five (5) work days of receipt of the grievance.

C. Step Three

Those grievances which have not been resolved at Step Two may be appealed, no later than ten (10) work days, after the written grievance has been presented to the Food Service Supervisor, to the Superintendent or his or her designee for final consideration. The Superintendent's answer will be given no later than five (5) work days following his or her receipt of the grievance.

D. Step Four

Those grievances which have not been resolved at Step Three may be appealed, no later than ten (10) work days after the written grievance has been presented to the Superintendent, to the School Board for final consideration. The School Board's answer will be in writing no later than forty-five (45) days after the hearing.

Article 12 - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an Employee or group of employees with the Employer unless the same has been ratified by the Union and executed in writing by the parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future of enforcement of the terms and conditions herein.

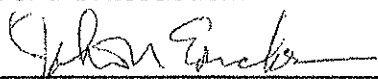
Article 13 - NO STRIKE OR WORK SLOWDOWN

The Association agrees that during the life of this Agreement it will not either directly or indirectly order, authorize, ratify or otherwise encourage any slowdown, work stoppage, limitation thereof or curtailment of work by the Food Service Employees.

Article 14 - DURATION

This Agreement shall be effective as of the 1st day of June, 2010 and shall continue in effect until the thirtieth (30th) day of June, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

For the Association:




John Erickson, MEA UniServ Director

9 Dec 2010

Date

For the Employer:



Todd Mora, Director

12/9/10

Date

Schedule A - WAGES

The Employer shall pay each employee a lump sum payment equal to 1.5% of the employees' gross wages for both the 2007-2008 and 2008-2009 school years. The payment shall be made in one check payable on or before June 30, 2009.

For the 2010-2011 and 2011-2012 school years Schedule A shall be:

Position	2010-11	2011-12
1. Lead Assistant/HS Cook	\$11.31	\$11.41
2. Lead Assistant/Cook/Nems	\$11.10	\$11.20
3. Cook/High School/Nems	\$11.00	\$11.10
4. Head Server/Cook	\$10.95	\$11.05
5. HS/Cook Asst./Lead Office Asst.	\$10.95	\$11.05
6. Head Server	\$10.50	\$10.60
7. Worker/Server	\$10.18	\$10.28
8. Assistant Server	\$10.14	\$10.24

Schedule B - HEALTH INSURANCE - ANNUITY – HOLIDAYS

A. Health Insurance

The carrier and coverage will be mutually agreed upon by the Board and Food Service Employee Association.

1. Seven - Eight hours per day employees:

Employees may elect:

- a. The Employer contribution for health insurance as follows per month:

\$312.76 for single subscriber health insurance
\$594.94 for employee and spouse health insurance

- \$663.47 for employee and full family health insurance.
- b. The employee's contribution to health insurance will be deducted from their pay during the Employee's work year.
2. Four to less than seven hours per day employees:
 - a. The Employer contribution for health insurance as follows per month:
\$136.35 for single subscriber health insurance.
 - b. The employee's contribution to health insurance will be deducted from their pay during the employee's work year.
 3. An employee may choose dental and/or vision insurance offered by an insurer mutually selected by the Employer and the Association at a rate not to exceed the annuity premium provided in Sections B.1 and B.2.

B. Annuity

1. For four to eight hours a day employees:
 - a. The Employer will provide an annuity of \$535.00 for employees' not selecting health insurance. The carrier is to be determined by the Employer.
2. For two but less than four hour a day employees:
 - a. The Employer will provide an annuity of \$310.00 for employees' not selecting health insurance. The carrier is to be determined by the Employer.

C. Paid Holidays

Employees will be paid for the following holidays at the rate set forth in Schedule A for the number of hours the employee normally works per day:

Thanksgiving Day
Day following Thanksgiving
Christmas Eve Day
Christmas Day
New Years Day
New Years Eve Day
Good Friday (or substitute day)
Memorial Day