

# Master Agreement

*between*

Comstock Public Schools

*and the*

Kalamazoo County Education Association

*representing the*

Comstock Food Service Employees' Association

2014-2015

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**AGREEMENT**

*between*

**COMSTOCK PUBLIC SCHOOLS**

*and*

**COMSTOCK SCHOOL FOOD SERVICE EMPLOYEES' ASSOCIATION**

This Agreement entered into this 8<sup>th</sup> the day of June 2015, 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 - 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.

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.

**The District and the Association will meet annually to review job descriptions for the positions in these classifications. Changes to job descriptions will only be made after discussing such changes, and receiving input from the Association.**

#### 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 5 - PROMOTION**

1. A vacancy is an open position the District has determined to fill. Current employees will be given the first opportunity to fill the vacancy.
2. Whenever a vacancy shall occur in the food service department, the Employer will post the position within ten (10) work days.
3. Vacant positions will be posted for five (5) work days.
4. The senior employee expressing interest in classification two – seven (2-7) will be promoted on a trial basis within ten (10) work days of the deadline of the posting. 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.
5. The Employer will consider applications of employees when the Lead Assistant/HS Cook position is to be filled.

**ARTICLE 6 – 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 7 - LEAVES OF ABSENCE

Benefits under "Leave of Absence" provisions of the Agreement are available to non-probationary 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 8 - 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 9 - 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 10 - GRIEVANCE PROCEDURE**

A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement. The purpose of the grievance process is to resolve such disputes in a professional and respectful manner.

**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. A meeting will be conducted with the Food Services Supervisor within ten (10) work days of receiving the grievance. The Food Services Director shall answer the grievance in writing within ten (10) work days of the meeting.

**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. A meeting will be conducted with the Superintendent within twenty-five (25) work days of receiving the grievance. The Superintendent shall remit a written disposition of the grievance within twenty (20) days after the conclusion of the meeting.

#### 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.

The presentation of a grievance shall in no way prejudice an employee's status with the Employer.

Should there be no decision rendered within the time limit specified, the grievance will be considered to be at the next step of the grievance procedure upon the expiration of the time limit. Any written grievance response which is not appealed to the next step of the grievance procedure within the time limit specified will be considered settled on the basis of the decision rendered in the previous step.

The time limits established in the grievance procedure shall be followed unless otherwise shortened or extended in writing by mutual agreement of the parties.

#### Article 11 - 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 12 - 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 13 - DURATION**

This Agreement shall be effective as of the 1<sup>st</sup> day of June, 2014 and shall continue in effect until the thirtieth (30<sup>th</sup>) day of June, 2015. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

For the Association:

Ida Bostelma

\_\_\_\_\_  
\_\_\_\_\_

For the Employer:

Tom D. Mora

\_\_\_\_\_  
\_\_\_\_\_

For the Board of Education:

Jacqueline R. Wahl

Date:

6-8-15

Schedule A - WAGES

For the 2014-2015 school year Schedule A shall be:

Position	2014-2015
1. Lead Assistant/HS Cook	\$11.54
2. Lead Assistant/Cook/Nems	\$11.32
3. Cook/High School/Nems	\$11.22
4. Head Server/Cook	\$11.17
5. HS/Cook Asst./Lead Office Asst.	\$11.17
6. Head Server	\$10.71
7. Worker/Server	\$10.38
8. Assistant Server	\$10.34

The wage schedule for 2014-2015 will remain unchanged from 2013-2014 schedule.

All Association members will receive an off schedule payment of \$200.00 to be included in the June 26, 2015 paycheck.

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