

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GULL LAKE COMMUNITY SCHOOLS
AND
GULL LAKE FOOD SERVICE ASSOCIATION

July 1, 2009 - June 30, 2012

COLLECTIVE BARGAINING AGREEMENT

The AGREEMENT entered into as of the first day of July 2009 by and between the GULL LAKE COMMUNITY SCHOOLS, Counties of Kalamazoo, Barry and Calhoun, Michigan, hereinafter referred to as the "SCHOOL", and the GULL LAKE FOOD SERVICE ASSOCIATION hereinafter referred to as the "ASSOCIATION".

WITNESSETH:

For and in consideration of the manual covenants and agreement herein contained, it is agreed:

1. **RECOGNITION:**

The SCHOOL hereby recognizes the GULL LAKE FOOD SERVICE ASSOCIATION as the exclusive bargaining representative for all persons employed or to be employed, in the school lunch program, excluding, however supervisory personnel substitutes, temporary employees, and all other employees of the District. The term "EMPLOYEE" when used hereinafter in the AGREEMENT should refer to all persons represented by the Gull Lake Food Service Association in the bargaining unit as above defined.

2. **CLASSIFICATION OF EMPLOYEES:**

- A. **Full-Time Employees:** Is an employee who is scheduled to work four or more hours per day for each membership day.
- B. **Part-Time Employees:** Is an employee who is scheduled to work less than four hours per day. A part-time employee will have the same working requirements as a "Full-Time Employee".
- C. **Probationary Employees:** All employees, during the first thirty (30) days of work after their date of initial hire by the School, shall be on a probationary status and are subject to dismissal during that time at the discretion of the School. New employees will be appropriately trained during the probationary period. At the end of the 30 day probationary period, the Food Service Director, the acting supervisor or the School shall review the performance of the employee and make a decision; then notify said employee of that decision within five (5) days as of his/her working status. No probationary employee shall be considered a full or a part-time employee until the expiration of the probationary period and then only upon the recommendation of the supervisor to the administration. All applicable postings shall include notice that placement in the position is subject to possible reversal should a bargaining unit employee initially accept the position but later revert back to his/her original assignment, in accordance with Section 3C of this Agreement.

A probationary employee shall receive regular cooks' wages after fifteen (15) calendar days from their date of hire if he/she has a total of twenty (20) or more consecutive days worked as a substitute during the last calendar year.

3. **SENIORITY:**

- A. Seniority shall begin to accumulate at the completion of the probationary period.
- B. Employees who have the same date of hire, date of seniority will be determined by the last name in alphabetical order.
- C. Vacancies will be filled based on seniority and qualification by the School and Director. Follow posting directions for submitting letters of interest.

To be eligible for consideration, an employee must have performed satisfactorily in his/her position and must be qualified to perform the duties of the new position. If a transferred employee does not perform the duties of the new position during the probationary period, which shall be twenty workdays, the school in its sole discretion may revert him/her to his/her former classification and such action shall not be the subject of a grievance. A transferred employee may revert back to his/her former classification during the probationary period with proper notice. Transfers will be made one at a time to prevent excessive bumping.

- D. Employees shall receive full years' seniority if a minimum of 160 days is worked during the school year. The Administration has the right to waive the 160-day minimum due to sickness or accident. A doctor's slip will be required for more than three (3) consecutive work days or absence or if the District has reason to believe that an employee is misusing paid leave.
- E. The president of the organization will be notified of all vacancies. Employees will be notified, if possible, before the end of the year of any schedule changes associated with their jobs.

4. **ABSENTEEISM:**

Employees with the highest seniority and qualifications will be given the opportunity to work any additional time. Remaining staff, based on seniority and qualifications, will "move up". If a substitute is required, substitute will work the shortest shift.

Upon the third (3rd) consecutive day, employee who assumes sole responsibility for the job will receive the higher rate of the absent employee, retroactive to the first day worked.

Planned absenteeism beyond three (3) days, all employees are eligible, subject to seniority, qualification, and availability to work the duration. If a substitute is not available, the absent employee time will be utilized by seniority and Food Service Directors approval.

5. **BUILDING CLOSURES AND POSITION ELIMINATIONS:**

If a building is closed or a position is eliminated, employee(s) affected may use their seniority to bump into another position. A displaced employee who wishes to bump into another position must be qualified to perform the duties of that assignment. He/she must bump the "least" senior bargaining unit member occupying an assignment for which the displaced employee is qualified.

- A. Bid must be submitted in writing to Personnel at Administration.

6. **COMPENSATION:**

- A. Compensation per hour will take place for 2009-2012 school years as stated in the following pages.

7. **HOLIDAYS:**

Employee shall receive the following holidays with pay, namely: Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Day, New Year's Day, Good Friday and Memorial Day. As a condition to receiving holiday pay, employee must report for work on the last scheduled work day immediately prior to the holiday, as well as on the first scheduled work day immediately after the holiday.

- A. If school is in session any of these holidays another day close to the day in question will be designated as the paid holiday. For example: if students are in school on Good Friday it is likely that spring break is within a few weeks of Good Friday. In such a case a day during spring break will be designated as the substitute paid holiday.

8. **PAID FACILITY MAINTENANCE:**

Kitchens in need of cleaning will have a designated cleaning day mid-year; date and hours will be determined by building manager and Food Service Director. Regular pay rates will apply.

- A. Required Meetings: Employees who are required by the school or the Food Service Supervisor to attend meetings outside their regular work hours shall be paid the contractual rate for their

classification for the time spent at the required meeting but not less than (1) hour. Employees attending meetings off the school campus shall also be compensated for mileage. Mileage forms will be provided.

TERMINAL PAY:

An employee who has completed fifteen (15) years of employment by the Board shall upon retirement or separation be eligible for and have applied to receive benefits from the Michigan Public School Employees Retirement System to be entitled to receive payment for one half (1/2) of accumulated sick days, up to 100 days (not to exceed 50 full days).

10. CANCELLATION FOR LUNCH:

- A. Employees will receive pay for their regularly scheduled hours for all days when school is cancelled (up to 4 days) due to inclement weather. Employees are not required to work on any inclement weather day, but will not be paid for more than four (4) such days in a school year. If there is a delivery of food care required, employee with the classification for the job will report at appropriate time and be paid additional hours required to perform the task. A one hour minimum will be paid to perform tasks.
- B. On any day in which school is canceled or let out early each employee scheduled to work that has clocked and started work shall be paid for all regularly scheduled hours and be permitted to leave after reasonable clean-up of work started. These days shall be separate and not included as inclement weather days. All kitchen management jobs need to be completed before leaving.
- C. Inclement weather shall take precedence over a personal or sick day.

11. CASH OPTION OR HEALTH INSURANCE:

- A. Each employee working four (4) or more hours per day (full-time employees) and employees working less than four (4) hours per day (part-time employee) will receive a cash option under the Section 125 Cafeteria Benefit Plan or Board provided health insurance for the school year.
2009-2010 School year full-time \$110 per month, part-time \$90 per month
2010-2011 School year full-time \$115 per month, part-time \$95 per month
2011-2012 School year full-time \$120 per month, part-time \$100 per month
- B. In addition to the monthly cash option above all employees eligible for the uniform allowance shall receive a \$50.00 Board paid cash option under Section 125 Cafeteria Benefit Plan on the 1st payroll in December or the additional \$50.00 may be used toward the uniform allowance. Notification in writing is due to the Business Office for processing November 1st to be turned in with the clothing allowance.
- C. If a full time employee's hours are reduced after the first week of school to the level of a part-time employee's (by action of the School), the cash option amount (as provided above) for that employee is to remain at the full-time employee level for that employee until the end of the school year.

12. UNIFORM ALLOWANCE:

The uniform allowance for the 2009-2012 school contract years total \$250.00 per year with \$50.00 per year of the total going to a cash option under the Section 125 Cafeteria Benefit Plan. Included in the yearly total are three (3) shirts which shall be mutually agreed upon.

Notice of employees' decision must be submitted in writing to the business office by November 1st.

Any new employee that has worked at least one month shall be entitled to one half of the total uniform allowance. Those employees that were hired by the first Monday of February of the previous year and again since September of the present school year are entitled to the entire amount. Receipts and approval must be turned in by November 1st of each year. Payments shall be made within 30 days.

DRESS CODE: Dress code is appropriate shoes (clean, closed-toes shoes with a sensible, non-slip sole). Navy Blue, black, or khaki colored slacks, shorts, or skirts at the appropriate length. Jeans may be worn on the last work day of the week but not included in the uniform allowance. Aprons are optional. Shirts must have a collar and a sleeve covering the shoulder, shirt colors not to be limited. Shirts must also be labeled visibly with District approved logo.

13. BREAKS:

Employees may be entitled to one 15 minute paid break if they work over four hours per day. The time of the break is to be determined by the Director and kitchen manager.

14. CATERING:

A. Employees shall receive time and one half for any meals prepared or served outside of the regular cafeteria lunch hours between the time of 10:00 a.m. and 2:00 p.m. on days school is in session. On all other days before or after school, weekends, holidays, etc. of the calendar year, time and one half will be paid for all hours involved. A minimum of 1 hour will be paid for catering.

B. Food Service Director will use a rotating seniority list. Employees will "sign up" for the coming year; employees who are interested must put names on the rotating list. A copy of the list will be provided to each building. If an employee is unavailable or passes when asked they will not be eligible until rotation comes to their name again.

15. PHYSICAL EXAMINATION:

A. Physical or mental examinations by appropriate practitioners may be required by the School for purposes of leave eligibility, evaluating fitness for duty, and assessing an employee's fitness for duty upon returning from leave of absence.

B. Paid Test: Tests and vaccinations will be paid for by the Board when required by the Board.

1 LEAVES OF ABSENCE:

A. Sick and Personal Days: Employees shall receive twelve (12) days per year for illness. Unused days will "roll over" to the next year. A sick day or (1/2) day may be used for a doctors appointment which cannot be scheduled outside of regular working hours. Attempts should be made to schedule appointments during off hours.

a. Personal Days: Three (3) of the accumulative twelve sick days per year may be used for the purpose of attending to personal business which cannot be attended to outside of the regular scheduled hours. Requests for these days must be submitted as soon as possible.

b. Funeral Days: Three (3) of the accumulative twelve days may be used for family members (parent, child, spouse, brother, sister, in-laws, grandparents & grandchildren).

B. Unpaid Days Off: Unpaid time off requests will be submitted as soon as possible in advance. If two or more employees are requesting the same time off, highest seniority and attendance record will be used to determine who receives the time off.

C. The administration may grant additional leave without pay up to one hundred days for an extended illness or other justified emergency.

D. Sick leave will not apply to time, which is compensated for under Workers' Compensation.

E. Jury Duty: Regular wages will be paid, minus any compensation by the court, employees who report for duty and are dismissed from service, should not report to work without authorization from the Food Service Director. Refer to Supervisor for compensation procedures.

17. DISCIPLINARY ACTION:

Disciplinary action shall include: verbal warnings, written warnings, reprimands, suspension, and dismissal. The degree of discipline imposed should involve consideration of the nature and severity of the offense or conduct, the employee's record, and other mitigating or aggravating factors. All disciplinary action shall be confirmed in writing, signed by the administrator issuing the disciplinary action, and shall be placed in the employee's personnel record.

18. GRIEVANCE PROCEDURE:

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

For the steps and time lines in the grievance procedure see the next two pages.

19. DURATION OF AGREEMENT:


Term: This Agreement shall commence July 1, 2009 and shall continue in full force and effect until June 30, 2012.

Reopener: The wage scale shall be subject to be reopened for the 2010-2011 and 2011-2012 school years (years 2 and 3 of this contract).

GULL LAKE COMMUNITY SCHOOLS

By 
BOARD OF EDUCATION PRESIDENT

GULL LAKE FOOD SERVICE ASSOCIATION

By 
PRESIDENT

Wage Schedule

Gull Lake Food Service Association

2009/10 Wages

Total 2009/2010 Wage Freeze

Food Service was offered a 1.5% wage increase; however due to the economical climate of the district it was declined.

07/08 step

1 10.29 10.29 10.72 10.61 10.72 12.03

**Baker/Food
Distribution**

<u>Step</u>	<u>Cashier</u>	<u>Cook</u>	<u>Manager</u>	<u>Manager 1</u>	<u>Manager2</u>	<u>Head Cook</u>
1	10.47	10.47	10.91	10.80	10.91	12.24
2	10.52	10.52	10.96	10.85	10.96	12.29
3	10.57	10.57	11.01	10.90	11.01	12.34
4	10.62	10.62	11.06	10.95	11.06	12.39
5	10.67	10.67	11.11	11.00	11.11	12.44
6	10.72	10.72	11.16	11.05	11.16	12.49
7	10.77	10.77	11.21	11.10	11.21	12.54
8	10.82	10.82	11.26	11.15	11.26	12.59
9	10.87	10.87	11.31	11.20	11.31	12.64
10	10.92	10.92	11.36	11.25	11.36	12.69
11	10.97	10.97	11.41	11.30	11.41	12.74
12	11.02	11.02	11.46	11.35	11.46	12.79
13	11.07	11.07	11.51	11.40	11.51	12.84
14	11.12	11.12	11.56	11.45	11.56	12.89
15	11.17	11.17	11.61	11.50	11.61	12.94
16	11.22	11.22	11.66	11.55	11.66	12.99
17	11.27	11.27	11.71	11.60	11.71	13.04
18	11.32	11.32	11.76	11.65	11.76	13.09
19	11.37	11.37	11.81	11.70	11.81	13.14
20	11.42	11.42	11.86	11.75	11.86	13.19
21	11.47	11.47	11.91	11.80	11.91	13.24
22	11.52	11.52	11.96	11.85	11.96	13.29

Steps continue, not listed due only to space consideration

**Gull Lake Community Schools
Food Service Grievance Form and Procedure**

A grievance shall be defined as any dispute regarding meaning, interpretation or application of the terms and provisions of the master Agreement between a member of the Gull Lake Food Service Association and the Gull Lake Board of Education.

The Claim: Cite the section and page of the contract, which has been violated:

Section: _____ Page _____

Give the remedy being sought: _____

Give the name and position of the person filing the grievance: _____

Step One: Food Service Director Level – The employee with a grievance shall discuss the matter with the Food Service Director within eight (8) days of the occurrence with the object of resolving the matter informally.

Conference: Parties present _____

Disposition of the Food Service Director: _____

Signature _____ Date: _____

Disposition of the grievant after the conference: _____

Step Two: The Superintendent's Level – In the event that the employee is not satisfied with the disposition of her grievance at Step Two, she shall file, or have the Association file, within eight (8) working days the grievance with the Superintendent of Schools who shall have eight (8) working days in which to reply.

Date filed with the Superintendent _____ Initials of the Superintendent _____

Disposition of the Superintendent: _____

Date returned to the Association: _____ Initials of Association Member _____

Step Three: The School Board Level – In the event that the employee is not satisfied with the disposition of the grievance at Step Three, she shall within eight (8) working days ask for the Superintendent to place it on the School Board Agenda, which will be done within thirty (30) days. The Board will have thirty (30) days to respond. If the response is unacceptable to the grievant, she shall submit the grievance to the Michigan Labor Mediation Board for mediation.

Date appealed to the Board _____ Initials of Association _____

Date returned to the Superintendent _____ Initials of Superintendent _____

Date of the Board Hearing: _____

Disposition of the Board: _____

Board President's Signature _____ Date: _____

The original copy shall be returned to the Association within two (2) weeks of the Board's decision.

Date copy was returned _____

Signature of Association Member _____

photocopy will be kept by this Superintendent's of Schools

Step Four: The Mediation Level – Appeal to the Michigan Employment Relations Commission.

Record of Food and Beverage Consumed Per Pay Period

The Internal Revenue Service requires that the value of food and drink consumed while on the job, and provided for by the organization, be reported as taxable income. The total of the food consumed each day may not be more than the equivalent of one meal. The food and beverage should be reported each pay period on this form that will be available to employees.

Employee Name: _____

Building: _____

DAY OF WEEK	DATE	FOOD/BEVERAGE	VALUE
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			
Total Value of Food and Beverage:			\$