

**MASTER AGREEMENT**  
**BETWEEN**  
**GAYLORD COMMUNITY SCHOOLS**  
**AND**  
**THE GAYLORD SCHOOL**  
**CAFETERIA EMPLOYEES**

**2012-2013**

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## ARTICLE I

### Scope of the Unit

- Section 1** This Agreement shall include all cafeteria employees such as cooks, bakers, cafeteria workers, and other who are assigned specifically to work in the Hot Lunch Program.
- Section 2** Full-time employees will mean all employees who are regularly scheduled to work 27.5 or more hours per week.
- Section 3** Part-time employees will mean all employees who are regularly scheduled to work less than 27.5 hours per week.
- Section 4** Substitute employees will mean all employees who are not regularly scheduled to work at a given school at a given assignment.
- Section 5** Regularly scheduled employees shall qualify for all fringe benefits except as otherwise noted.

## ARTICLE II

### Procedures for Suggestions and Complaints

- Section 1** Any employee may discuss a suggestion or complaint regarding any provision of this Agreement with his/her immediate manager at any time provided such discussions are confined to the time reasonably necessary and do not interfere with the normal operations of the department.
- Section 2** If a complaint is not satisfactorily settled in this manner, or if an employee feels that a suggestion he/she made is not adequately credited, the employee is encouraged to reduce the matter to writing no later than the third working day following the discussion with his/her manager. A copy of this writing shall be given to supervisory representative(s) designated to receive same for the employee area involved and a copy to the representative designated by Food Service Association.
- Section 3** If the matter is still pending for three (3) working days following receipt of this writing by the Director, the latter will arrange for a meeting with the employee and a representative designated by said group, at which time all parties concerned shall be heard. This meeting shall be scheduled as soon as possible, but in no event later than five (5) working days following the Director's receipt of the written communication.
- The Director shall render his/her written disposition of the matter following the meeting. He/she shall give a copy of his/her disposition to the employee and the representative.
- Section 4** If the written disposition of the suggestion or complaint given in Section 3 is not considered satisfactory by the employee having filed the matter, it shall be submitted to the office of the Superintendent no later than the end of the third working day following the date of disposition specified in Section 3. Time is considered an important factor in this procedure.
- After a full investigation of the matter and discussion of it with the representative of the Association and the employee involved, and in no event later than the end of the third working day following receipt of the appeal, the administration shall give its proposed disposition in writing.
- Section 5** If the disposition given in Section 4 is not satisfactory, the matter may be appealed to the Board of Education for further review provided the employee acts within three (3) working days to pursue his/her rights as provided hereunder. The employee shall have the full opportunity to be heard at each step of this procedure, to be counseled by a member of his/her Association, and to present any employee witnesses necessary to a full presentation of his/her suggestion or complaint.

## ARTICLE III

### Seniority

**Section 1** Seniority shall be defined as length of continuous service in the employ of the Board of Education, commencing with the date of last hire. All new employees shall be considered probationary until they have worked for the Board for ninety (90) calendar days. During this probationary period employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of first hire. Probationary employees may be terminated with just cause.

**Section 2** In all promotions, as well as in all lay-offs and recalls, the seniority of employees shall be considered along with skill and ability of the employees concerned. In each case total seniority of employees shall govern, provided the skill and ability of employees are relatively equal. If it should become necessary to bypass the senior employee(s) making a promotion because of skills and training, reasons for this action shall be given to the senior employee(s).

**Section 3** The Board agrees to post on employee bulletin boards maintained for such purposes all permanent job openings in positions covered by this Agreement for a period of five (5) working days prior to a permanent filling of these vacancies. Bids will be taken and the positions will be filled from employees and new job applicants in accordance with the guidelines of Section 2 of this Article III.

Posting shall be done within 45 working days of vacancy.

Posting for summer program will be based on seniority on yearly, rotating basis.

It is understood that the Administration may restrict lateral movement of employees under Sections 2 and 3 of this Article between buildings during the school year in order to prevent costly break-in periods and the disruption of successive bidding and vacancies. Employees denied a job opening under this provision may re-bid the job prior to the beginning of the next school year.

Posting may be done upon receiving an official two-week notice in writing that an employee is leaving that position. All applications for the position will be kept confidential.

**Section 4** Employees who leave the bargaining unit to take a position of supervision with the Gaylord School may return to the bargaining unit with the same seniority they held prior to leaving the bargaining unit.

**Section 5** Employee promoted under Section 2 and 3 hereof shall be granted a 45 working day trial period to determine (1) ability to perform on the job, and

**Article III, Section 5** (continued)

(2) his/her desire to remain on the job. Trial period for summer program is 10 working days.

During the 45 working day trial period, the employee shall have the opportunity to revert to his/her former position. This means that all promotions and transfers as a result of this change would be temporary for the first 45 working days. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the supervisor to the Superintendent with a copy to the employee. The employee may then be reassigned to his/her former classification. In a transfer, the employee will retain his/her seniority.

During the trial period, employee will receive the rate of the job he/she is performing.

**Section 6**

Seniority shall be lost and the employment relationship of a covered employee shall end under the following conditions:

- A. Quit or discharge for a just cause.
- B. Absence from work for three (3) consecutive working days without notification.
- C. Failure to return to work within three (3) working days of receiving a recall notice following a lay-off.
- D. Failure to return to work at the expiration of a leave of absence.
- E. Falsification in connection with obtaining a leave of absence.
- F. A continuous lay-off in excess of twelve (12) calendar months.
- G. Retirement

## ARTICLE IV

### Leave of Absence

**Section 1 Unpaid Leaves** – Leaves of absence without pay may be granted by the Board for good cause for a period up to thirty (30) days, during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by mutual agreement of the Board. (Unpaid leaves will not be granted to enable an employee to actively seek other employment or perform a trial period for other employment.) Employees on Unpaid Leave shall receive no pay or fringe benefits while on leave.

**Section 2 Sickness** – Leaves for sickness or injury of an employee will be granted upon receipt of notice by the Board and may be for indefinite duration not to exceed three (3) months. Employees will not be entitled to Board paid fringe benefits during this period of leave.

Employees requesting such leaves, or continuation of same, will be required to present a supporting certificate from a physician. An employee returning from such a leave may be required to pass a physical examination given by a doctor approved by the Board.

**Section 3 Funeral Leave** – Three (3) days leave of absence with pay shall be granted for death in the immediate family to be taken at the time of the funeral. The term "immediate family" in this case, is interpreted to mean spouse, child, parent, sister, brother, grandparent, parent of spouse, brother-in-law or sister-in-law, and grandchildren.

**Section 4 Jury Duty** – An employee who serves on Jury Duty will be paid the difference between his/her pay for that duty and his/her regular pay, provided proof of service and pay is submitted. Jury service will not be charged to sick leave or vacation time.

**Section 5 Maternity Leave** – A maternity leave of absence may be granted an employee upon request of the individual. Any leave of absence granted shall be for not less than six (6) weeks or more than one (1) year following the birth of the child. Return to work within six (6) weeks following the birth a child shall be subject to written approval of the doctor. In any case of stillbirth, interrupted pregnancy, or death of the child, the employee may ask for a leave of absence not to exceed three (3) months.

**Article IV (continued)**

**Sick Days**

- A. Sick days are credited at the start of the year and are earned at rate of .85 days per month worked ( $9.5 \times .85 = 8$  days). An employee that terminates prior to the end of the school year will have earned a pro-rated number of days.
- B. Sick days are to be used for employee illness or illness of immediate family members (as defined in Funeral Leave). An employee absent for five (5) or more occurrences shall submit a doctor's statement for all additional sick leave occurrences.
- C. Sick days not used during the school year will be paid as vacation days the last pay period in June of each year.



## **ARTICLE V**

### **Board Rights**

The Board of Education, on its own behalf and behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. to the executive management and administrative control of the school system and its employees, properties and facilities.
- B. the exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the United States.

## **ARTICLE VI**

### **Health Examination**

Employees shall possess and maintain sufficient good health, both physical and mental, to adequately perform their respective duties. An amount not to exceed \$60.00 annually will be paid by the Board toward a physical examination, when receipt for physical is submitted for payment. Additional fees, if any, will be paid for by the employees.

As a condition of continued employment every employee shall, upon request, submit to a physical or psychiatric examination at any time at Board expense at the request of the Superintendent, such examination to be paid for by the Board of Education.

## ARTICLE VII

### Hours of Work

- Section 1** The school year begins July 1, of any year, and ends the following June 30. The standard workday is eight (8) hours and the standard workweek is forty (40) hours per week. Payment for more than 40 hours per week will be at one and one-half times the hourly rate. When overtime becomes a necessity, permission must be obtained in advance from the designated supervisor. Attempts will be made to divide, as evenly as possible, overtime work by shift among all employees in a given classification.
- Section 2** Employees that work 6 ½ to 8 hours a day will be entitled to two 15-minute rest breaks. Employees working 3 to 6 hours will be entitled to one 15-minute rest break per shift. These shall be scheduled by the immediate manager and approved by the director.
- Section 3** Daily starting and ending times shall be established by your immediate manager and approved by the director.
- Section 4** Activities beyond the normal work day which are not directly related to the Hot Lunch or Breakfast Program will be on a voluntary basis and will not be considered a part of this Agreement.
- Section 5** Workers will be paid \$13.00 per hour for all catering events.
- Section 6** Workers will be paid \$10.00 per hour for summer program.

## ARTICLE VIII

### Holidays

**Section 1** Regularly scheduled cafeteria employees shall receive a regular day's pay for the holidays listed below, provided:

- A. On the date of the holiday, the employee has been on payroll for at least thirty (30) working days.
- B. The employee receives holiday pay if the employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day for his/her classification after the holiday, unless such failure was excused by the administration due to approved paid leave. Proof of such an occurrence may be required.

**Section 2** The holidays covered by the Article are as follows:

Labor Day	1
Thanksgiving Day	1
Day After Thanksgiving	1
Christmas Day	1
New Year's Day	1
Good Friday	1
Memorial Day	1
Firearms Day* (November 15)	1

(\*Only if this falls on a weekday and school is not in session)

When the legal holiday occurs on Saturday, the holiday will be observed on the preceding Friday; or when the holiday falls on Sunday, the following Monday will be observed.

If employee is required to work on any of the holidays as listed above except the first day of deer season if school is held on that day, he/she will be paid a day of holiday pay plus his/her regular pay for the hours required to work.

**ARTICLE IX**

**VACATION**

**Section 1** Regularly scheduled cafeteria employees are entitled to a paid vacation each year based upon length of service and employment as of July 1<sup>st</sup> of each year. The schedule of vacation benefits is as follows:

Years of Employment as

\_\_\_\_\_ **Of July 1<sup>st</sup>** \_\_\_\_\_

**Vacation Days**

1 year but less than 7 yrs.

5 days

7 years and over

10 days

**Section 2** Vacation pay shall consist of a continuation of the prescribed salary for the specified number of days.

**Section 3** Employees with five (5) days vacation may receive 2.5 days at spring vacation if a written request is made to the Food Service Director thirty (30) days early. The balance will be paid prior to June 30 of the year in which the vacation was earned.

Employees with ten (10) days vacation may receive 5 days at spring vacation if a written request is made to the Food Service Director thirty (30) days early. The balance will be paid prior to June 30 of the year in which the vacation was earned.

**Section 4** To be eligible for full vacation pay, an employee must have worked eighty-five percent (85%) of the scheduled hours for the classification in the current school year. Eligible employees who fail to meet this requirement shall receive a pro-rated vacation benefit based on the number of days actually worked.

**Section 5** Pro-rated first year vacation benefits will be paid to employees with less than one (1) full year of employment.

**Section 6** A year is considered to be a minimum of seven (7) full calendar months of continuous employment as a regularly scheduled employee.

**Section 7** Vacation time may be used at any time during the year with prior approval of the director of food service and the availability of a sub.

## ARTICLE X

### Hospitalization and Tax Sheltered Annuity

**Section 1** All regularly scheduled employees shall receive \$10,000 employer paid group term life insurance coverage, and benefits shall be consistent with the terms of the Group Life Insurance Policy.

**Section 2** The Board will provide an income protection policy consistent with the terms of the group policy income protection plan as follows:

- A. 30 consecutive calendar day elimination
- B. 24 months benefit payments
- C. 60% of income

No person shall be allowed to collect both sick leave and disability income at the same time.

After thirty (30) consecutive calendar days, the employee will be compensated by the Group Disability Income plan only.

**Section 3** Employees who are regularly scheduled to work one thousand three hundred (1,300) hours or more during school operations between July 1 and June 30 of each year are eligible to receive Board provided full family health insurance.

- A. Employees regularly scheduled to work twenty-five (25) or more hours a week but less than 1,300 hours a year during school operations between July 1 and June 30 of each year shall receive the single subscriber Group Hospitalization.
- B. Employees regularly scheduled to work fifteen (15) or more hours a week but less than 25 hours a week during school operations between July 1 and June 30 of each year shall receive \$1,440 per year toward a Board approved Group Hospitalization Plan.
- C. In no case shall an employee be entitled to receive more than one-hundred percent (100%) of the premium for their appropriate coverage.
- D. Dental Insurance: Employees must be regularly scheduled to work over 1,300 hours to be eligible to receive dental insurance.
  - 1. Employees regularly scheduled to work over 1,300 hours who qualify for hospitalization will receive a dental plan equivalent to Gaylord Education Association members.
  - 2. Employees regularly scheduled to work over 1,300 hours who receive cash in lieu of hospitalization will receive the single subscriber rate or \$200 per year toward full family dental insurance.

For the purposes of Article 10, regularly scheduled hours do not include training hours, inservice/conference hours, hours worked when school is not in session or hours worked in addition to the regularly scheduled assignment for the school year.

**Article X (continued)**

**Section 4**     **Cash in Lieu Of:** Employees who do not elect to take hospitalization insurance will qualify for cash at fifty percent (50%) of the eligible amount for hospitalization.

If you elect out of Health during the Plan Year without an approved status change, you will have to wait for the new Plan Year to receive Cash in Lieu of.

## ARTICLE XI

### Miscellaneous

- Section 1** Head Cook and Full-time GHS Central Kitchen helpers working a minimum of five (5) hours per day will be entitled to a \$165 bonus for extra set-up, satelliting and unloading delivery trucks, payable with the last paycheck in June. The bonus shall be pro-rated if an employee terminates with two (2) weeks notice. The GIS Manager will receive a \$100 bonus for unloading the delivery trucks as long as they are received at GIS, payable with the last paycheck in June.
- Section 2** In the case of an absence, any employee filling the higher position shall receive the high rate of pay according to their experience level.
- Section 3** An employee who is transferred will receive the same experience step on the salary schedule.
- Section 4** In the event that school is closed due to an Act of God, employees hired prior to July 1, 2012 will be paid their regular hourly rate for their regularly scheduled hours for all Act of God Days. If additional Act of God Days are to be made-up, as determined by the superintendent, the employee(s) who received pay for the day(s) when schools were closed and did not work will not be paid for the make up days.
- Section 5** Incentive Upon Certification – Incentive upon receiving the Michigan School Food Service Association membership is \$.15 per hour. Incentive upon receiving the Michigan School Food Service Association certification is a total of \$.25 per hour. This shall begin the first month following copy of certification card to the Food Service Director. You must be a full- or part-time employee to qualify for this incentive.
- Section 6** A longevity payment shall be made to each employee in their seventh (7<sup>th</sup>) year and each year thereafter. Payment will be made the first payday in December.
- The amount of longevity payment is determined by the following formula:
- 182 multiplied by the employee's regularly scheduled  
hours per day, multiplied by \$.60 for this contract period
- Section 7** All kitchen employees shall be paid at their regular hourly rate for all hours required to attend in-service programs.
- Section 8** On scheduled teacher in-service days or early dismissal days, kitchen workers work their regular scheduled hours or leave work without pay providing all regularly scheduled work is completed and at the supervisor's discretion.



**Article XI (continued)**

- Section 9** Any hourly increase shall be equal to any increase received by GESPA or GEA.
- Section 10** No greater than three mandatory cafeteria in-services will be held during each contract year. Employees will be compensated at their regular hourly rate for each in-service. In-service on a snow day will be rescheduled.
- Section 11** Reimbursement for classes taken through School Food Service Association shall be made upon the completion and the proof of passing of the class and the approval of the food service supervisor. District will pay first two (2) classes for certification; after this, employee maintains membership and certification at own expense.
- Section 12** If a sub must fill a position for more than thirty (30) days in succession, that sub shall receive the Step-One helper pay, starting on the thirty-first (31<sup>st</sup>) day.
- Section 13** Any employee who in the course of their scheduled day must use their own vehicle to go from one school to another on a regular basis shall receive the IRS rate for all miles traveled.
- Section 14** All newly hired employees must take and pass the Michigan School Food Service Association class on Safety and Sanitation or comparable within the first 30 calendar days after the 45 day probationary period.
- Section 15** Conference fees and/or meeting fees which pertain to School Food Service shall be paid by the Board for up to two employees. Request must be made in advance and approved by the director. The director may split this amount amongst all attending.

**CAFETERIA EMPLOYEES  
SALARY SCHEDULE  
2012-2013**

Head Cook

Step 1	\$13.77
Step 2	\$13.99
Step 3	\$14.21
Step 4	\$14.42
Step 5	\$14.66
Step 6	\$14.88

Driver/Manager

Step 1	\$12.75
Step 2	\$12.99
Step 3	\$13.15
Step 4	\$13.33
Step 5	\$13.57
Step 6	\$13.75

**Helper (Employees hired prior to 2007-08 school year)**

Step 1	\$9.32
Step 2	\$10.73
Step 3	\$12.15
Step 4	\$12.34
Step 5	\$12.54
Step 6	\$12.73

**Helper (Employees hired after 2007-08 school year)**

Step 1	\$9.40
Step 2	\$9.69
Step 3	\$9.96
Step 4	\$10.24
Step 5	\$10.51
Step 6	\$10.79

Any employee employed on a regular basis after March 15 shall remain on the first step of the salary schedule the following year.

## **ARTICLE XII**

### **No Strike Clause**

The association agrees that during the term of this Agreement it will not encourage, condone, or participate in any strike, slowdown, complete or partial refusal to perform any work or any other type of concerted work stoppage. It is agreed that such activity is specifically prohibited during the term of this Agreement. It is agreed that participation by an employee in such prohibited activity is cause for discipline, including dismissal for just cause.

In the event such prohibited activity occurs, the school district will notify the Association president of such, and the association agrees that it will take immediate action to end such prohibited activity.

The employer agrees not to lock out employees during the life of the Agreement and further agrees not to commit an unfair labor practice.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue in effect for one (1) year until the 30<sup>th</sup> day of June, 2013. If the GEA/GESPA receive any increase wage compensation or cost containment during the term of this contract, the GCFS will receive equal wage adjustments.

Negotiations may be reopened by mutual consent sixty (60) days prior to an anniversary date.

GAYLORD SCHOOL BOARD OF EDUCATION

By William O'Sullivan  
PRESIDENT

By Cheryl Aulstrup  
SECRETARY

GAYLORD CAFETERIA EMPLOYEES ASSOCIATION

By Rhonda M. Behrke

By Pamela Gregory

By Nichelle Kimmel

# Gaylord Community Schools

An NCA Accredited School District

## LETTER OF AGREEMENT

Between

Gaylord Community Schools Board of Education  
and Gaylord Community Schools Cafeteria Employees

This Letter of Agreement is entered into between the Gaylord Community Schools Board of Education and Gaylord Community Schools Cafeteria Employees on this \_\_\_ day of October 2012.

1. Duration of Contract: July 1, 2012 through June 30, 2014.
2. One time off-schedule Step 7 effective September 1, 2012

Cafeteria-Helper 1	\$10.89
Cafeteria-Helper 2	\$12.84
Cafeteria-Driver	\$13.87
Cafeteria-Manager	\$13.87

3. Employees eligible for medical coverage will be offered option of MESSA Choices 2 or ABC Plan with HSA.

Effective September 1, 2012, active employees will be required to pay the balance of the monthly insurance premium for medical benefits that applies to their coverage, by payroll deduction, beginning with the first payroll in September 2012 that exceeds the following monthly amounts:

- o Single \$458.33
- o Two Person \$916.66
- o Family \$1,250.00

The Board's annual obligation for medical benefit coverage costs per eligible employee during the 2012-2013 medical benefit coverage year shall not exceed the following amounts:

- o Single \$5,500
- o Two Person \$11,000
- o Family \$15,000

4. It is agreed and understood that this Letter of Agreement is intended to apply only to the specific situation described herein and does not establish a precedent, past practice or otherwise bind these parties to any other personnel actions. Therefore, this Letter of Agreement shall not be offered or used in any proceedings or negotiations between these parties as to any other situation, employee or other matter.

### CAFETERIA EMPLOYEES

Maddell Himmel  
Signature

10/3/12  
Date

Patricia Gregory  
Signature

10-13-12  
Date

Rhonda Behrke  
Signature

10-3-12  
Date

### GAYLORD BOARD OF EDUCATION

Cheryl Winters  
Signature

October 5, 2012  
Date