

MASTER AGREEMENT

BETWEEN YALE PUBLIC SCHOOLS

AND

Yale Cooks Association

(2013-2016)

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**MASTER AGREEMENT BETWEEN THE
YALE BOARD OF EDUCATION
AND
THE YALE COOKS ASSOCIATION**

This Agreement entered into this 23rd day of July 2013 between the Board of Education of the Yale Public School District, hereinafter referred to as the Board, and the Yale Cooks Association, hereinafter referred to as the Employee, supersedes and replaces any and all prior agreements between the aforesaid parties.

It is mutually agreed as follows:

ARTICLE I

RECOGNITION AND TERMS

The Board recognizes the Cooks Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for food service employees hired by the district prior to full personnel management by the food service contractor.

ARTICLE II

RIGHTS OF THE BOARD

It is hereby recognized by both parties that the Board, on its own behalf and on the behalf of the electors of the District, shall retain and reserve unto itself all rights, powers, authority, duties and responsibilities conferred on and vested in it by the laws and Constitution of the State of Michigan and/or the United States.

Except as otherwise expressly provided by the terms of the Agreement or by law, the determination of said rights, powers, authority, operation of schools and the direction of the non-certified staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE III
SALARY SCHEDULE

	<u>Cook I</u>	<u>Cook II</u>	<u>Baker</u>	<u>Helpers</u>
First 90 Calendar Days	10.03	9.67	9.67	9.19
After 90 Calendar Days	13.52	13.13	13.13	11.88

Wage:
2013/2014 Wage Freeze
2014/2015 Wage Freeze
2015/2016 Economic Reopener

Any person substituting for coordinating Cook I shall be paid at the Cook I rate.
There shall be one (1) designated Cook II at each school except where satelliting is taking place.

ARTICLE IV
WORK TIME

Employees will work the scheduled days of student instruction except on half-days when in-service, parent conferences or other events may be scheduled. Employees will work only when lunch is then provided for the students. Additional time may be scheduled for in-service training and semester/year-end clean up.

All cafeteria employees shall work a daily schedule as determined by the Director of Food Services. The daily schedule shall include a paid lunch period not to exceed thirty (30) minutes for employees who work six (6) hours or more per day and fifteen (15) minutes for employees who work five (5) hours and up to, but not including six (6) hours per day, and ten (10) minutes per day for employees who work less than five (5) hours per day but more than two (2) hours per day.

Overtime pay shall be time and one-half (1-1/2) for hours worked over forty (40) hours per week. Any time worked on Saturday or Sunday shall be paid time and one-half (1-1/2).
Employees shall not be required to do any extra assignment work, i.e. extra luncheons, banquets, etc., during their regular hours unless it is clear that they have adequate time to do so.

Any cook's helper requested to report to do cook's work shall be paid at the hourly rate of that cook on the same salary step as the helper.

A food service employee who is responsible for a major food service event, e.g. district breakfast, honors dinner, in-service lunches, shall be paid Cook I wages.

ARTICLE V

PROBATIONARY PERIOD

All new employees will begin at the beginning rate. No allowance shall be granted for previous experience.

All new employees shall serve a probationary period of 90 calendar days from date of employment. At the end of this period, an evaluation shall be made and the employee will be placed on Step II of the salary schedule or be dismissed. During the probationary period, the employee will not enjoy rights granted to regular employees under the Agreement including seniority rights, grievance procedures, paid insurance, sick leave time or vacation time. If the employee moves to Step II on the salary schedule he/she will be considered a regular employee and gain all rights to employees granted herein.

If an employee hires in after the start of the year, all benefits shall be prorated according to the percentage of the year worked.

ARTICLE VI

LEAVE TIME

A. Paid Leave

1. Sick Leave - Regular employees who work six (6) hours or more per day shall receive ten (10) sick days per year with an accumulation up to sixty (60) days of sick leave. Unused sick leave in excess of sixty (60) days will be paid at the rate of \$20.00 per day at the end of each year.

Employees working less than six (6) hours per day shall receive five (5) sick days per year and may accumulate up to sixty (60) days. Unused sick leave in excess of sixty (60) days will be paid at the rate of \$15.00 per day at the end of the year.

Employees who are absent from work for five (5) consecutive days must have a doctor's notice stating the employee's health is such that they are able to return to work. Should the employee return to work before the five (5) day limit is up, the manager may send the employee home if in his/her opinion the employee should not be at work due to health reasons.

An employee who desires to donate a sick day to a member of the Yale Cooks Association who has used up all of his/her accumulated sick leave because of illness or injury may do so. Employees may donate only one day per individual per year, and the employee who is to receive the donated sick day must be off more than five (5) consecutive work days.

2. The district will pay an employee with ten (10) years of continuous service for unused sick leave \$20/day for an employee with six or more hours and \$15/day for an employee with less than six hours/day, based on the annual assignment.
3. Personal Leave - Employees may have five (5) personal business days per year not to be deducted from sick leave. If they are not used, they may be added to their sick leave.

B. Unpaid Leave

1. Maternity - According to applicable state and federal law, i.e. FMLA.
2. Child Care - Child care leave shall be granted for a maximum of six (6) months with Board approval. Requests must be in writing. The employee must notify the employer six (6) weeks prior to the expiration of the leave of their intent to return to work. This leave shall be with no pay, no seniority or other benefits. An employee may continue with insurance benefits provided premium payments are made in advance, (monthly), according to law. Should an employee wish to return to work before the leave expires they may request, in writing, to do so two (2) weeks prior to their requested date of return.
3. Sick Leave - Sick leave shall be granted for a maximum of one (1) year with Board approval. Requests must be in writing. The employee must notify the employer sixty (60) days prior to the expiration of the leave of their intent to return to work. An employee may continue with insurance benefits provided premium payments are made in advance (monthly), according to law. Should an employee wish to return to work before the leave expires she may request, in writing, to do so prior to the requested date of return. This leave shall be without pay, seniority or other benefits.

C. Other Leave

1. Funeral Leave - An employee shall be allowed up to three (3) working days which shall not be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows:

Mother, Father, Brother, Sister, Spouse, Child, Step-child, Mother-in-law,
Father-in-law, Brother and Sister-in-law, Grandparents, and Stepparents.
2. An employee may be allowed one paid working day for funeral leave for the death of a relative, not including any of the above, which shall be deducted from sick leave.

ARTICLE VII

HEALTH BENEFITS

1. The Board agrees to pay health coverage for each employee working seven (7) hours or more per day a PPO health plan similar to the High Deductible Health Plan Blue Cross Flexible Blue Plan 2 (Appendix A) with a \$1,250 per person/\$2,500 per family deductible, funded through health reimbursement accounts by the district. Employees will be responsible for the amount of premium in excess of the premium rate in effective June 30, 2009. Duplication of benefits will not be provided in this plan. Each Employee may elect to take \$20,000 in Group Life Insurance provided by the Board in lieu of the hospitalization insurance. Employees working three (3) or more, but less than seven (7) hours per day shall receive \$52.00 per month toward the payment of health benefits or may have the option of \$15,000 in Group Life.
2. Employees working three hours up to, but not including seven (7) hours per day and who choose to receive the Board's contribution toward their health benefits must pay the difference in order to receive full benefits. The difference shall be deducted from their paychecks.
3. All Yale Cooks Association employees shall receive vision benefits as listed in Appendix B.
4. All Employees shall receive Dental benefits as listed in Appendix C.

Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other matters. The Board by payment of the premium payments required to provide the benefit coverage set forth in Article VII shall be relieved from any and all liability with respect to disputes regarding coverage and benefits. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board or Union nor shall such failure be considered a breach of any obligation by either of them. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established by the Agreement. The benefits provided by Article VII shall not begin until the employee has properly completed the necessary forms required by the insurance company and otherwise been enrolled for coverage by the insurance company. There shall be no obligation to an employee for benefit coverage until the employee has been accepted for enrollment by the insurance carrier. It is the employee's duty to complete the necessary forms.

HOLIDAYS

After 90 calendar days of continuous employment, each employee will receive regular pay on ten (10) paid holidays: Thanksgiving and the day after, Christmas Eve, Christmas, New Years Eve, New Years, Labor Day, Good Friday, Memorial Day, Monday after Easter and one (1) floating holiday. Each shall receive that amount which they would have earned if school had been in session.

ARTICLE VIII

SENIORITY

Cafeteria employees shall earn experience as follows:

Substitute employees shall not earn seniority. Probationary employees shall not earn seniority. Regular employees shall earn seniority based upon the date of hire as a regular employee.

A regular employee on sick leave may continue to earn seniority up to their accumulated number of sick days (maximum allowed).

ARTICLE IX

A. VACANCIES

All vacancies in any position covered in this Agreement or any additions to positions covered in this Agreement shall be made known to employees at least five (5) working days prior to the filling of the position. Such notice shall be posted in each kitchen in such manner that all employees shall have reasonable opportunity to read. Vacancies occurring during the summer months shall be posted for at least ten (10) working days and copies of summer vacancies will be mailed to cafeteria employees at their last recorded address. A position will be posted for bidding only when the time for the position is reduced or increased by fifteen (15) minutes or more.

1. Application - Any employee who wishes to make application for the vacancy may do so by signing the vacancy notice.
2. Selection - All other qualifications for the position being equal, preference shall be given to employees on the basis of seniority. The Board of Education, or its designate shall determine the qualification for each position on the basis of prior experience, abilities, supervisor's evaluations, potential and other pertinent factors. All appointments shall be on a trial basis for a period of thirty (30) working days. The trial period may be extended at the discretion of the supervisor.
3. Any employee who fails in the position or who refuses the position during or at the end of the trial period will be returned to her previous position.

B. Promotions - All promotions to a classification with a higher rate of pay covered by this Agreement shall be handled as described in the preceding paragraph. Promotions in another job classification shall be considered purely on an individual evaluation and no seniority rights shall be considered.

- C. Discharge - No employee shall be demoted or discharged without just cause. Each employee so demoted or discharged shall be given the reasons for the action in writing. Reasonable and just cause shall be determined by the Board of Education. Discharge or demotion is subject to the provisions of the Grievance Procedure.
- D. Reduction in Staff - Any staff reduction shall be done on the basis of seniority within classification with the last employed worker being the first to be laid off. Recalls shall be in reverse order of layoff.
- E. Transfers - The Board of Education or its designee may transfer an employee to any bargaining unit position in the district providing the pay rate remains the same.

Prior to a transfer a conference will be held between the employee and supervisor. The reason for the transfer will be substantiated at the conference.
- F. An employee on Step II who moves to a new position, remains on Step II.

ARTICLE X

GRIEVANCE PROCEDURE

A grievance shall be a violation or alleged violation on the terms of this Agreement only and shall not become a matter of concern beyond the terms of this Agreement.

Both parties to this Agreement believe that most problems can and should be settled without recourse to the grievance procedure. Therefore, employees who feel a problem exists will first of all discuss the problem with her supervisor. If, within five days, a satisfactory solution has not been found, the employee may then invoke the grievance procedure as stated.

Step One: Within 7 calendar days of the alleged grievance, the employee or the group may file a complaint by submitting a report in writing to his immediate supervisor. The supervisor shall submit his reply in writing within 5 days from receipt of notice. Should the reply not be satisfactory to the employee, or should the supervisor fail to reply within the specified time, Step Two may be invoked.

Step Two: Within 5 calendar days following the completion of Step One, the employee or the group may submit the alleged grievance in writing to the Superintendent of Schools. The Superintendent shall reply to the alleged grievance in writing within 5 days from receipt of the report. Should this disposition be unsatisfactory to the employee or should he fail to reply within the specified time, Step Three may be invoked.

Step Three: Within 5 calendar days following the completion of Step Two, the employee or the group may submit the alleged grievance to the State Labor Mediation Board for a hearing. This shall be done in conformity with the State Law governing the invocation of the Labor Mediation Board. The Board shall not be bound by the findings of the Mediation Board but due consideration shall be made of its report.

ARTICLE XI

INCLEMENT WEATHER

All cooks and helpers shall be paid full wages if school does not convene during inclement weather on days that can be counted as pupil instruction for purposes of state aid. If school does not convene during inclement weather on days that cannot be counted as pupil instruction for purposes of state aid, all cooks and helpers shall receive no pay.

ARTICLE XII

MILEAGE

Cooks or helpers, with prior approval of the supervisor, shall be paid IRS allowable maximum cents per mile for delivery or pick up of supplies used in their respective schools.

Mileage for one car per building shall be paid for attending meetings at in-district locations.

ARTICLE XIII

UNIFORMS

Employees shall, upon presentation of receipts, be reimbursed up to a maximum of \$200/person per year toward uniforms and shoes. Uniforms or coordinated pants and tops, and work shoes of any color are to be worn.

ARTICLE XIV

EVALUATION

Employees shall be evaluated in writing at least twice a year. A conference between the manager and employee shall be held after each evaluation.

ARTICLE XV

CONTRACT REVIEW

From time to time during the life of this Agreement, the parties will meet to discuss problems and solutions to those problems. Should the parties reach a resolution to any problem, a Letter of Agreement shall be drafted to be ratified by the constituents of the respective parties. Should the letter be ratified by both sides, it shall be considered as a part of this Agreement.

ARTICLE XVI

TRAINING

All employees shall participate in training sessions as scheduled by the supervisor.

1. New employees - During their probationary period new employees will attend training sessions with no additional compensation.
2. Regular employees - All regular employees will attend all scheduled training sessions and will be paid their regular hourly rate, with a minimum payment of one (1) hour.
3. Out-District - Expenses for out-of-district training will be paid by the district. Approval to attend must be obtained two weeks prior to the training session.

MEETINGS

Food Service Employees, if requested by the Food Manager to attend a business meeting, shall be paid their hourly rate for the time of the meeting.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties, and shall continue in effect until the 30TH day of June 2016. If neither party gives written notice to the other of a desire to reopen this agreement at least ninety (90) calendar days prior to the expiration date, this agreement shall automatically be extended for one additional year.

COOKS ASSOCIATION NEGOTIATING COMMITTEE

Jody Perkins
Robert Keganey
Luan-Nable

DATED: 8-15-13

BOARD NEGOTIATING COMMITTEE

Kenneth Nicholl

DATED: Aug 19, 2013

AMANDA ZABOR PRESIDENT
YALE BOARD OF EDUCATION

Date _____

Kenneth Nicholl
KENNETH NICHOLL, SUPERINTENDENT
Date Aug 19, 2013

APPENDIX A



School Insurance
Specialists

Account Name: Yale Public Schools

**Employee Segments: Teamsters,
Cooks and Principals**

Medical Benefits

Medical Carrier	BCBSM
Plan:	BCBSM FB2-0 ORx HRA
Coinsurance	0%
Office Visit Copay	\$0
Rx Copay	\$0

Individual Coverage

Post – Deductible Coinsurance	\$0
Deductible	\$0

Family Coverage

Post – Deductible Coinsurance	\$0
Deductible	\$0

APPENDIX B

YALE PUBLIC SCHOOLS – YALE COOKS ASSOCIATION

SET ULTRA-VISION BENEFITS SUMMARY

Examination	\$ 45.00	One Time Every 12 Months
Regular Lenses	\$ 50.00	One Time Every 12 Months
Bifocal Lenses	\$ 84.00	One Time Every 12 Months
Trifocal Lenses	\$104.00	One Time Every 12 Months
Lenticular Lenses	\$122.00	One Time Every 12 Months
Frames	\$ 68.00	One Time Every 12 Months
Contact Lenses (necessary)	\$178.00	One Time Every 12 Months
Contact Lenses (elective)	\$ 93.00	One Time Every 12 Months

Examinations, frames, and one (1) set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses, or contact lenses) will be provided once in a twelve-month policy year (July 1 through June 30 of the following year) for each eligible member of the family. Please note that the contact lens allowance does not include the examination fee.

APPENDIX C

YALE PUBLIC SCHOOLS - YALE COOKS ASSOCIATION

SET ULTRA-DENT BENEFITS SUMMARY

BASIC SERVICES:

Payment at *80% (\$0 Deductible) for the following services:

- Examination
- Cleaning
- Diagnostic X-Rays
- Flouride Treatment (to age 18)
- Restorative (fillings)
- Oral Surgery (extractions) and Related Anesthesia
- Endodontics (root canals)
- Periodontics (scaling & polishing of teeth)

MAJOR SERVICES:

Payment at *80% (\$0 Deductible) for the following services:

- Bridges and Repairs
- Dentures (full and partial)
- Crowns and inlays

Annual Maximum is \$1,000 per person, per calendar year for combined Basic and Major services

ORTHODONTIC SERVICES:

Payment at *60% (\$0 Deductible):

Lifetime maximum for dependents to age 19 - \$600

*Reasonable and Customary Charge

Benefit year January 1 through December 31