

6/30/99

MASTER AGREEMENT
BETWEEN
GAYLORD COMMUNITY SCHOOLS
AND
THE GAYLORD SCHOOL
CAFETERIA EMPLOYEES
1996 - 1999

Gaylord Community Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



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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 others 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 with his/her immediate supervisor 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 has 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 supervisor. 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 Gaylord's Employees' Association.

Section 3 If the matter is still pending for three (3) working days following receipt of this writing by the supervisor, the latter will arrange for a meeting with the employee and a representative designated by said Association, 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 supervisor's receipt of the written communication.

The supervisor 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 the 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) in 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.

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 Schools, may return to the bargaining unit with the same seniority they held prior to leaving the bargaining unit.

Section 5 Employees promoted under Section 2 and 3 hereof shall be granted a four (4) week trial period to determine: (1) ability to perform on the job, and (2) his/her desire to remain on the job.

(continued)
Article III, Section 5

During the four (4) week 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 four (4) weeks. 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 or 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

Section 7 A member granted a leave of absence to work in the vocational food service class may do so without losing their seniority. Seniority will not accumulate while out of the Unit. They will be given a position upon their return, provided there is an opening for which they are qualified.

No employee of the bargaining unit shall be laid-off in order to create a position for the employee on leave.

ARTICLE IV

Leaves 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. Seniority shall not accumulate during such leaves.

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. These days shall not be charged to current bonus days. 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 birth of 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)

Section 6 Bonus Days

- A. Bonus days are credited at the start of the year and are earned at a 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. Bonus days may be used for employee illness. If an employee has incurred sick days which exceed the number of total bonus days for the year, they may be paid from their bank of accumulated sick days. An employee absent for five (5) or more occurrences shall submit a doctor's statement for all additional sick leave occurrences. Any employee who is absent because of injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the monetary value of his/her accumulated sick leave.
- C. Approval is required for leave other than sickness. Bonus days may not be used for other than sickness for first or last day of school or the last scheduled work day before a holiday or scheduled break or the first scheduled work day after a holiday or scheduled break.
- D. Bonus days not used during the school year will be paid as vacation days the last pay period in June of each year.
- E. Employees that retire under the Michigan School Employees Retirement Act will be paid \$10.00 for each accumulated sick leave day.

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 \$50.00 will be paid by the Board toward a physical examination, when submitted for payment prior to October 1st. 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 work day is eight (8) hours and the standard work week is forty (40) hours per week. Employees who regularly work less than eight (8) hours per day will be paid regular time up to eight (8) hours; anything over eight (8) hours per day will be considered overtime and they will be entitled to compensation at time and one-half. 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 1/2 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 supervisor.
- Section 3** Daily starting and ending times shall be established by your immediate supervisor.
- 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.

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 the payroll for at least thirty (30) working days.
- B. 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 accident, sickness, or emergency involving the employee or a member of his/her household or the death of a family member as defined under funeral 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 |
| First Day of Deer | |
| Season holiday only if it falls on a week day and school is not in session | (1) |

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 1st of each year. The schedule of vacation benefits is as follows:

Years of Employment as

| <u> of July 1st </u> | 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 payroll office 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 payroll office 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 seventy-seven percent (77%) 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

- A. Employees working one thousand three hundred (1,300) hours or more: The Board will provide full family health insurance.
- B. Employees scheduled to work twenty-five (25) or more hours a week but less than 1,300 hours a year shall receive the single subscriber Group Hospitalization.
- C. Employed scheduled to work fifteen (15) or more hours a week but less than 25 hours a week shall receive \$1,440 per year toward a Board approved Group Hospitalization Plan.
- D. In no case shall an employee be entitled to receive more than one-hundred percent (100%) of the premium for their appropriate coverage.
- E. Dental Insurance:
 - 1. Employees working over 1,300 hours who have hospitalization will receive SET (plan equivalent to teachers). The Board will provide fully paid full family dental.
 - 2. Employees working over 1,300 hours who have a TSA will receive the single subscriber rate or \$200 per year toward full family dental insurance.

(continued)
Article X

Section 4 Tax Sheltered Annuity Employees who do not elect to take hospitalization insurance will qualify for a tax sheltered annuity up to fifty percent (50%) of the eligible amount for hospitalization.

Employees shall be allowed to switch from hospitalization to tax deferred annuity at any time, provided the employee gives the district advance written notice of at least twenty (20) calendar days.

ARTICLE XI

Miscellaneous

Section 1 Head Cooks, Bakers, and Full-time Central Kitchen helpers working a minimum of five (5) hours per day will be entitled to a \$165 bonus for the year, with the last paycheck in June. The bonus shall be pro-rated if an employee terminates with two (2) weeks notice.

Section 2 In the case of an absence any employee filling the higher position shall receive the higher 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 It is expressly understood that employees will receive a regular day's pay on full days or partial days, when school is not held due to inclement weather, power failures, or any other unscheduled weather reason. On delay days, arrival time will be set by the FOOD SERVICES DIRECTOR.

In the event any or all of the 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 **Additional Compensation for Certification** - The hourly wage of regularly scheduled employees shall be increased by ten (\$.10) cents for Certification, by twelve (\$.12) cents when Level One classes are all completed, and by fourteen (\$.14) cents when Level Two classes are all completed. This shall begin the first month following written notification to the Superintendent of certification by the School Food Service Foundation.

Section 6 A longevity payment shall be made to each employee in their seventh (7th) 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 \$.30
for 96-97, \$.32 for 97-98, and \$.34 for 98-99.

Section 7 All kitchen employees shall be paid at their regular hourly rate for all hours required to attend in-service programs.

**Article XI
(continued)**

Section 8 On scheduled teacher in-service days or early dismissal days, kitchen workers may chose to either work their regular scheduled hours or leave work without pay providing all regularly scheduled work is completed.

Section 9 If the Gaylord Support Personnel Association I receives more than a 2.5% hourly increase for the 1996-97 school year, the same increase will be offered to the Gaylord School Cafeteria Employees.

Salary increase in 1997-98 and 1998-99 will not be less than 2% and will be open to negotiation annually. The increase offered will not be less than the increase offered to GESPA I.

Section 10 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.

Section 11 If a sub must fill a position for more than thirty (30) days in succession that sub shall receive the starting pay for that position, starting on the thirty-first (31st) day.

Section 12 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 13 All newly hired employees shall be required to take the School Food Service Association classes of Safety and Sanitation and Basics within the first two years when available. All other classes are optional.

Section 14 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 supervisor. The supervisor may split this amount amongst all attending.

SALARY SCHEDULE CAFETERIA EMPLOYEES

| | STEP | 1996-97 |
|-----------------|-------------|----------------|
| Head Cook | 1 | \$10.14 |
| | 2 | 10.30 |
| | 3 | 10.47 |
| | 4 | 10.62 |
| | 5 | 10.79 |
| | 6 | 10.95 |
| Baker/Driver | 1 | \$9.39 |
| | 2 | 9.55 |
| | 3 | 9.68 |
| | 4 | 9.82 |
| | 5 | 9.99 |
| | 6 | 10.13 |
| Kitchen Manager | 1 | \$9.26 |
| | 2 | 9.42 |
| | 3 | 9.58 |
| | 4 | 9.70 |
| | 5 | 9.83 |
| | 6 | 10.02 |
| Helper | 1 | \$6.86 |
| | 2 | 7.90 |
| | 3 | 8.94 |
| | 4 | 9.09 |
| | 5 | 9.22 |
| | 6 | 9.37 |
| Sub Pay | | \$6.00 |

Any employee employed on a regular basis after March 15 shall remain on the first step of the salary scheduled 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, 1996, and shall continue in effect for three (3) years until the 30th day of June, 1999.

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

GAYLORD SCHOOLS BOARD OF EDUCATION

By Christopher W. Jolliffe
PRESIDENT

By Maureen A. Crawford
SECRETARY

GAYLORD CAFETERIA EMPLOYEES
ASSOCIATION

By Wayne J. Branski

By Sandra L. Matelohi

By Grace Cross





