

4591

12/31/2001

MEMORANDUM OF AGREEMENT

By and Between

SCHOOL LUNCH CASHIERS

And

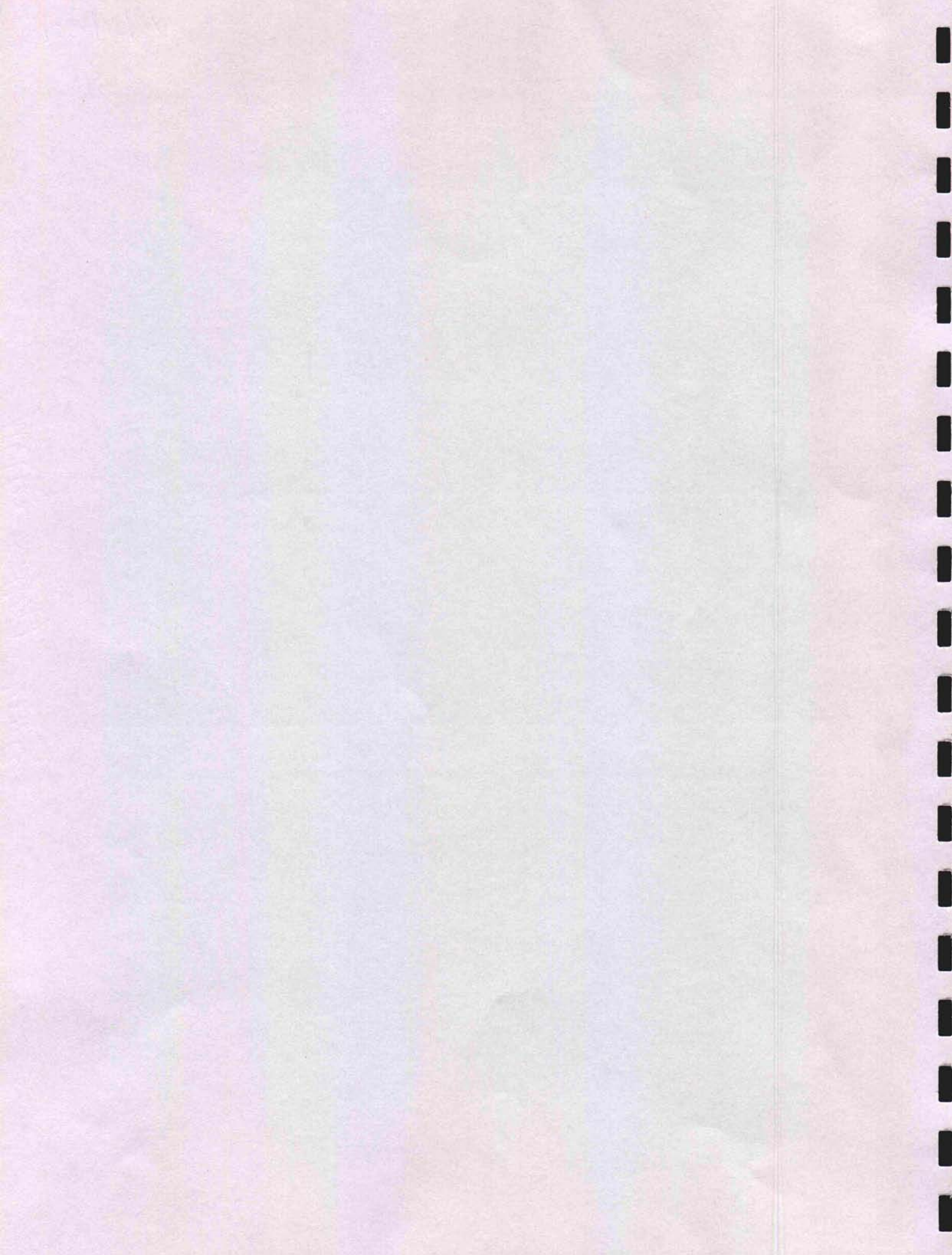
DELTON KELLOGG SCHOOLS

Delton Kellogg Schools

January 1, 1999

To

December 31, 2001



AGREEMENT

This agreement is made and entered into this 14th day of December, 1998, between the Delton Kellogg Schools and the School Lunch Cashiers and shall remain in effect until December 31, 2001.

MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

The Board of Education has the final responsibility for the direction and control of all aspects of the affairs of the School District.

PROBATIONARY STATUS

Each new employee covered by this agreement will be on a probationary status for the first forty (40) days worked.

LEAVE OF ABSENCE WITHOUT PAY

An employee who, because of disability, illness or accident, is physically unable to report for work shall be granted a leave of absence, if a written request is accompanied by a doctor's statement for a period of time which shall not exceed twelve (12) months. A further leave may be granted at the discretion of the employer provided the employee promptly notifies the employer of the necessity for such extension and provided further that the employee supplies the employer with a certificate from a medical or osteopathic doctor of the necessity for the continuation of such absence when the same is requested by the employer.

LEAVE OF ABSENCE WITHOUT PAY CONT.

A leave of absence shall be granted for a period of up to thirty (30) calendar days for illness in the household of the employee which requires the employee's care and attendance. The employer may request the employee to furnish the employer with a signed statement from the family member's physician which must indicate the necessity for such leave before it is granted. An employee wishing to return to the Delton Public Schools from a leave of absence must notify the Superintendent in writing of this intent at least thirty (30) calendar days prior to the termination date. Any employee on leave of absence who accepts other employment outside during this period automatically terminates his/her employment at Delton Kellogg Schools.

SICK LEAVE

1. Effective January 1, 1986, the employee's accumulated sick days shall be converted to hours per #4 below.
2. Sick time accumulation shall be based upon each employee's normally scheduled hours, and shall be used to the nearest one-half (1/2) hour for personal illness only.
3. Sick time shall be accumulated at the end of each month excluding the months of July and August for which there will not be earned sick days.
4. Sick leave time shall accumulate at the rate of one work day per month (i.e., a four (4) hour employee will receive four (4) hours in his/her sick bank at the end of the month, while a two and one-half (2 1/2) hour employee will receive two and one-half (2 1/2) hours in his/her sick bank).

SICK LEAVE CONT.

5. Sick leave accumulation is limited to the equivalency of sixty (60) days during this contract.
6. Employees may use the equivalent of two (2) sick days per year from accumulated sick leave in the case of illness in the immediate family. Immediate family shall be defined as spouse, child(ren), parents, and grandparents.
7. Employees who accumulate beyond the sixty (60) day maximum shall be compensated \$10.00 per day for each excess sick day which would otherwise be lost.

BUSINESS DAYS

Employees covered by this Agreement shall be entitled to three (3) days per year for personal business. Any employee who has unused business days on the last day of work in December shall receive his/her daily rate of pay for the one or two unused business days. Such pay to be paid the next pay day after the last work day in the calendar year. The maximum number of days per year which can be compensated at the end of the year shall remain at two. This additional day will not be counted as a penalty to the attendance incentive.

ATTENDANCE INCENTIVE

Any employee who misses work three days or less each year (excluding bereavement days) shall receive two attendance bonus days at his/her daily rate of pay. The payment in January of 1990 will be for incentive earned in calendar year 1989.

ATTENDANCE INCENTIVE CONT.

Payment shall be included in the second pay in January. A third bonus day will be paid for those with perfect attendance. Perfect attendance will be defined as having worked the entire year and having missed no days (paid or unpaid) for any reason except snow days or extenuating circumstances which are administratively approved.

SNOW DAYS

On days when school is not in session due to an employer directive or Act of God, employees shall not report to work and will be paid for the two "Grace" days presently allowed by the State as long as the State allows the two days "Grace" period. Employees shall work the days which are rescheduled at their regular rate of pay.

FUNERAL LEAVE

1. Funeral leave from regular work days not to exceed three (3) days for the employee's immediate family (spouse, child, brother, sister, parent or person standing in loco parentis to an employee) provided the employee attends the funeral and such leave is reasonable required. Such day(s) shall not be charged against sick leave.
2. Funeral leave from regular work days not to exceed three (3) days for the employee's grandparents, grandchildren, brother, sister, parents, grandparents of spouse, step-children, step-grandchildren, and current in-laws, providing the

FUNERAL LEAVE CONT.

employee attends the funeral and such leave is reasonably required. Such day(s) shall be charged against sick leave.

JURY DUTY

A leave of absence may be granted for an employee called for jury service. The board shall pay an amount equal to the difference between the employee's daily pay and the daily jury fee paid by the court (not including travel allowance) for each day on which the employee would have otherwise worked. The employee is required to notify the supervisor within 24 hours of notification of call to service. The employee shall return to work when excused.

Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for jury duty shall be granted leave with full pay. The Board shall pay an amount equal to the difference between the employee's daily pay and the daily jury fee paid by the court, excluding travel allowance, for each day on which the employee would have otherwise worked. The employee is required to notify the supervisor within twenty-four (24) hours of notification of call to service. The employee shall return to work when excused.

WORK WEEK

REGULAR TIME - Hours will be scheduled by the Supervisor for each area worked.

OVERTIME - Time and one-half will be paid for all hours worked in excess of

WORK WEEK CONT.

forty (40) hours in a work week. Cashiers who are requested to work for any event occurring after 4:30 p.m. will be paid time and one-half of their regular rate.

PROBATIONARY EMPLOYEES

Probationary employee will not receive the following fringe benefits until the completion of his/her probationary period:

1. Life Insurance
2. Leave with or without pay
3. Holiday Pay

REST PERIODS

One ten minute rest period for each six or more hours worked. Cafeteria supervisor must approve the time and place for such rest breaks.

LUNCH HOUR

The scheduling of a half-hour unpaid lunch period or the non-scheduling of same, shall be worked out between employee and the supervisor with the School reserving the final decision.

COMPENSATION AND BENEFITS

WAGES - Increase the 1998 wage scale by 2.5% for 1999, and 2.75% for 2000, with a wage reopener for 2001.

COMPENSATION AND BENEFITS CONT.

WAGE SCHEDULE

	<u>1999</u>	<u>2000</u>
	2.5%	2.75%
Probation	\$7.74	\$7.95
41st Day - 1st Year	9.62	9.88
2nd Year	9.69	9.96
3rd Year	9.76	10.03
4th Year	9.83	10.10
5th Year	9.88	10.15
6th Year	9.94	10.21
7th Year	10.00	10.28
8th Year	10.15	10.43

HOLIDAYS

The employee will be paid for the following holidays: Memorial Day, Labor Day, Thanksgiving and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Easter Sunday, providing the employee works the scheduled work day preceding and the next scheduled work day following the holiday. In the event the student membership year starts after Labor Day, the regular employee must work the next scheduled work day following Labor Day.

LIFE INSURANCE

Life insurance in the amount of \$10,000. Premium to be paid by the Board of Education.

GROUP TERM LIFE INSURANCE

Group term life insurance option may be elected by a cashier at his/her cost effective May 1, 1988.

HEALTH INSURANCE

Upon proper written application the District will contribute \$120 a month towards MESSA (BC/BS) Super Care 1.

Health contribution rate is as follows:

<u>1999</u>	<u>2000</u>	<u>2001</u>
\$130	\$135	\$140

In lieu of hospitalization insurance, the Board agrees to provide the following contribution per month for other options provided through the carrier for those employees with more than five (5) years of service with the district:

<u>1999</u>	<u>2000</u>	<u>2001</u>
\$25	\$25	\$30

Those options include life coverage, survivor income insurance, supplemental term life insurance, short or long term disability insurance. Employees may purchase, at full cost to him/her, dental or vision insurance at the district's group rate, if made available through the carrier.

LONGEVITY

Employees shall receive a longevity bonus after 5 years of service of \$10 per year up to 10 years of service.

\$50	After 5 yrs. of service
\$60	After 6 yrs. of service
\$70	After 7 yrs. of service
\$80	After 8 yrs. of service
\$90	After 9 yrs. of service
\$100	After 10 yrs. of service

UNIFORMS

In the event that uniform clothing is required in the future, a mutual agreement shall be reached regarding the Board's contribution to such costs.

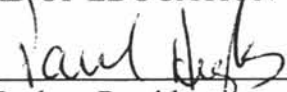
TERMINATION

This agreement shall continue in full force and effect beginning the 1st day of January 1999, until termination of December 31, 2001.

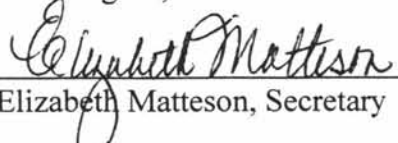
DATE: DECEMBER 14, 1999

DELTON KELLOGG SCHOOLS

BOARD OF EDUCATION



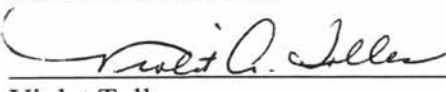
Paul Hughes, President



Elizabeth Matteson, Secretary

DELTON KELLOGG SCHOOLS

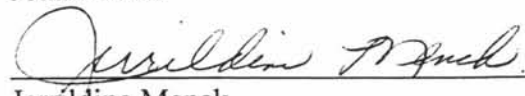
LUNCH CASHIERS



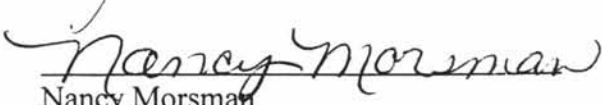
Violet Tolles



Joan Adams



Jerrildine Menck



Nancy Morsman

**Tentative Agreement between the
Delton Kellogg Schools
and the
School Lunch Cashiers
December 11, 1998**

*Linda's
file?
K
C
w/ these
changes*

Personal Business Days

✓ Add one (1) personal business day per year to make a total of 3.
The maximum number of days per year which can be compensated at the end of the year shall remain at two. This additional day will not be counted as a penalty to the attendance incentive.

Attendance Incentive

✓ Add new language:
A third bonus day will be paid for those with perfect attendance. Perfect attendance will be defined as having worked the entire year and having missed no days (paid or unpaid) for any reason except snow days or extenuating circumstances which are administratively approved.

Overtime Pay

✓ Add: *Cashiers who are requested to work for any event occurring after 4:30 p.m. will be paid time and one half of their regular rate.*

Wages & Benefits

✓ Increase the existing wage scale by 2.5% for 1999-00, and 2.75% for 2000-2001, with a wage reopener for 2001-2002.

Health Insurance

Increase the Health contribution rates as follows:

1999-2000	2000-01	2001-02
\$130	\$135	\$140

In lieu of hospitalization insurance, the Board agrees to provide the following contribution per month for other options provided through the carrier for those employees with more than five (5) years of service with the district:

1999-2000	2000-01	2001-02
\$25	\$25	\$30

✓ *Those options include life coverage, survivor income insurance, supplemental term life insurance, short or long term disability insurance. Employees may purchase, at full cost to him/her, dental or vision insurance at the district's group rate, if made available through the carrier.*

Cashiers' Contract--Page Two

Uniforms (New Section)

In the event that uniform clothing is required in the future, a mutual agreement shall be reached regarding the Board's contribution to such costs.

Longevity (New Section)

Employees shall receive a longevity bonus after 5 years of service of \$10 per year up to 10 years of service.

\$50	<i>After 5 yrs. of service</i>
\$60	<i>After 6 yrs. of service</i>
\$70	<i>After 7 yrs. of service</i>
\$80	<i>After 8 yrs. of service</i>
\$90	<i>After 9 yrs. of service</i>
\$100	<i>After 10 years of service</i>

Jury Duty (New Section)

Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for jury duty shall be granted leave with full pay. The Board shall pay an amount equal to the difference between the employee's daily pay and the daily jury fee paid by the court, excluding travel allowance, for each day on which the employee would have otherwise worked. The employee is required to notify the supervisor within twenty-four (24) hours of notification of call to service. The employee shall return to work when excused.

Funeral Leave

Add new language to part 2.

Include stepchildren, stepgrandchildren and current in-laws.

