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6/30/2001

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

July 1, 1998 - June 30, 2001

Gull Lake Community Schools

COLLECTIVE BARGAINING AGREEMENT

The AGREEMENT entered into as of the first day of July, 1998 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. 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:** A "Full-Time Employee" is an employee who is scheduled to work four or more hours per day for each membership day, and in addition hereto, one extra day in the fall and one in the spring as required by the school to clean the cafeteria facilities. A full-time employee cannot be dismissed without cause.
- B. **Part-Time Employees:** A "Part-Time Employee" is an employee who is scheduled to work each membership day, but who works less than four hours per day and an employee who is regularly scheduled to work one or two days per week. A "Part-Time Employee" cannot be dismissed without cause.
- C. **Probationary Employees:** All employees, during the first thirty days of work, after the date of hiring by the SCHOOL, shall be on a probationary status and therefore may be subject to dismissal without show cause during that time. 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. 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. In the event that two or more employees have the same date of hire, date of seniority will be determined by the last name in alphabetical order.
- C. In the event that an employee is absent, the employee with the highest seniority shall be given the opportunity to work any extra hours. The employee shall receive the hourly rate of the absent employee if that hourly rate is higher upon the third (3rd) consecutive work day in that position. The higher rate of pay shall be retroactive to the first day worked.
- D. In the event that an employee with the highest seniority is not called that employee with the highest seniority will be compensated for lost hours, provided he/she is qualified for the job.
- E. Vacancies will be filled at the discretion of the school according to seniority. 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 work days, 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.
- F. Should an employee become incapable of producing quality work due to consistent documented errors, said employee shall be given three (3) documented warnings. Upon the third warning, the Food Service Director shall have the authorization to move said employee to a different position in the Food Service, thus constituting a possible change in employee hours.
- G. Employees shall receive a full years seniority if a minimum of 160 days are 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 five (5) consecutive sick days.
- H. 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. **Compensation (Per Hour):**

Compensation per hour will take place for the 1998-1999, 1999-2000 and 2000-2001 school years are stated on the following pages.

See Salary Page A for 1998-1999.

See Salary Page B for 1999-2000.

See Salary Page C for 2000-2001.

Wage Schedule A
1998-1999 Schedule

\$0.01 **Increase by 2% over the 1997/98 wage schedule then add \$.01 per year**

Step	<u>Cashier</u>	<u>Cook</u>	<u>Baker</u>	<u>Manager 1</u>	<u>Manager 2</u>	<u>Head Cook</u>
1	8.48	8.48	8.63	8.55	8.63	9.69
2	8.49	8.49	8.64	8.56	8.64	9.70
3	8.50	8.50	8.65	8.57	8.65	9.71
4	8.51	8.51	8.66	8.58	8.66	9.72
5	8.52	8.52	8.67	8.59	8.67	9.73
6	8.53	8.53	8.68	8.60	8.68	9.74
7	8.54	8.54	8.69	8.61	8.69	9.75
8	8.55	8.55	8.70	8.62	8.70	9.76
9	8.56	8.56	8.71	8.63	8.71	9.77
10	8.57	8.57	8.72	8.64	8.72	9.78
11	8.58	8.58	8.73	8.65	8.73	9.79
12	8.59	8.59	8.74	8.66	8.74	9.80
13	8.60	8.60	8.75	8.67	8.75	9.81
14	8.61	8.61	8.76	8.68	8.76	9.82
15	8.62	8.62	8.77	8.69	8.77	9.83
16	8.63	8.63	8.78	8.70	8.78	9.84
17	8.64	8.64	8.79	8.71	8.79	9.85
18	8.65	8.65	8.80	8.72	8.80	9.86
19	8.66	8.66	8.81	8.73	8.81	9.87
20	8.67	8.67	8.82	8.74	8.82	9.88
21	8.68	8.68	8.83	8.75	8.83	9.89
22	8.69	8.69	8.84	8.76	8.84	9.90
23	8.70	8.70	8.85	8.77	8.85	9.91
24	8.71	8.71	8.86	8.78	8.86	9.92
25	8.72	8.72	8.87	8.79	8.87	9.93
26	8.73	8.73	8.88	8.80	8.88	9.94
27	8.74	8.74	8.89	8.81	8.89	9.95
28	8.75	8.75	8.90	8.82	8.90	9.96
29	8.76	8.76	8.91	8.83	8.91	9.97
30	8.77	8.77	8.92	8.84	8.92	9.98
31	8.78	8.78	8.93	8.85	8.93	9.99
32	8.79	8.79	8.94	8.86	8.94	10.00
33	8.80	8.80	8.95	8.87	8.95	10.01
34	8.81	8.81	8.96	8.88	8.96	10.02
35	8.82	8.82	8.97	8.89	8.97	10.03

Wage Schedule B
1999-2000 Schedule

2%	Increase results in 2% over the 1998/99 wage schedule					
Step	<u>Cashier</u>	<u>Cook</u>	<u>Baker</u>	<u>Manager 1</u>	<u>Manager 2</u>	<u>Head Cook</u>
1	8.64	8.64	8.79	8.71	8.79	9.87
2	8.65	8.65	8.80	8.72	8.80	9.88
3	8.66	8.66	8.81	8.73	8.81	9.89
4	8.67	8.67	8.82	8.74	8.82	9.90
5	8.68	8.68	8.83	8.75	8.83	9.91
6	8.69	8.69	8.84	8.76	8.84	9.92
7	8.70	8.70	8.85	8.77	8.85	9.93
8	8.71	8.71	8.86	8.78	8.86	9.94
9	8.72	8.72	8.87	8.79	8.87	9.95
10	8.73	8.73	8.88	8.80	8.88	9.96
11	8.74	8.74	8.89	8.81	8.89	9.97
12	8.75	8.75	8.90	8.82	8.90	9.98
13	8.76	8.76	8.91	8.83	8.91	9.99
14	8.77	8.77	8.92	8.84	8.92	10.00
15	8.78	8.78	8.93	8.85	8.93	10.01
16	8.79	8.79	8.94	8.86	8.94	10.02
17	8.80	8.80	8.95	8.87	8.95	10.03
18	8.81	8.81	8.96	8.88	8.96	10.04
19	8.82	8.82	8.97	8.89	8.97	10.05
20	8.83	8.83	8.98	8.90	8.98	10.06
21	8.84	8.84	8.99	8.91	8.99	10.07
22	8.85	8.85	9.00	8.92	9.00	10.08
23	8.86	8.86	9.01	8.93	9.01	10.09
24	8.87	8.87	9.02	8.94	9.02	10.10
25	8.88	8.88	9.03	8.95	9.03	10.11
26	8.89	8.89	9.04	8.96	9.04	10.12
27	8.90	8.90	9.05	8.97	9.05	10.13
28	8.91	8.91	9.06	8.98	9.06	10.14
29	8.92	8.92	9.07	8.99	9.07	10.15
30	8.93	8.93	9.08	9.00	9.08	10.16
31	8.94	8.94	9.09	9.01	9.09	10.17
32	8.95	8.95	9.10	9.02	9.10	10.18
33	8.96	8.96	9.11	9.03	9.11	10.19
34	8.97	8.97	9.12	9.04	9.12	10.20
35	8.98	8.98	9.13	9.05	9.13	10.21

Wage Schedule C
2000-2001 Schedule

2% Increase results in 2% over the 1999/2000 wage schedule

Step	Cashier	Cook	Baker	Manager 1	Manager 2	Head Cook
1	8.80	8.80	8.96	8.87	8.96	10.06
2	8.81	8.81	8.97	8.88	8.97	10.07
3	8.82	8.82	8.98	8.89	8.98	10.08
4	8.83	8.83	8.99	8.90	8.99	10.09
5	8.84	8.84	9.00	8.91	9.00	10.10
6	8.85	8.85	9.01	8.92	9.01	10.11
7	8.86	8.86	9.02	8.93	9.02	10.12
8	8.87	8.87	9.03	8.94	9.03	10.13
9	8.88	8.88	9.04	8.95	9.04	10.14
10	8.89	8.89	9.05	8.96	9.05	10.15
11	8.90	8.90	9.06	8.97	9.06	10.16
12	8.91	8.91	9.07	8.98	9.07	10.17
13	8.92	8.92	9.08	8.99	9.08	10.18
14	8.93	8.93	9.09	9.00	9.09	10.19
15	8.94	8.94	9.10	9.01	9.10	10.20
16	8.95	8.95	9.11	9.02	9.11	10.21
17	8.96	8.96	9.12	9.03	9.12	10.22
18	8.97	8.97	9.13	9.04	9.13	10.23
19	8.98	8.98	9.14	9.05	9.14	10.24
20	8.99	8.99	9.15	9.06	9.15	10.25
21	9.00	9.00	9.16	9.07	9.16	10.26
22	9.01	9.01	9.17	9.08	9.17	10.27
23	9.02	9.02	9.18	9.09	9.18	10.28
24	9.03	9.03	9.19	9.10	9.19	10.29
25	9.04	9.04	9.20	9.11	9.20	10.30
26	9.05	9.05	9.21	9.12	9.21	10.31
27	9.06	9.06	9.22	9.13	9.22	10.32
28	9.07	9.07	9.23	9.14	9.23	10.33
29	9.08	9.08	9.24	9.15	9.24	10.34
30	9.09	9.09	9.25	9.16	9.25	10.35
31	9.10	9.10	9.26	9.17	9.26	10.36
32	9.11	9.11	9.27	9.18	9.27	10.37
33	9.12	9.12	9.28	9.19	9.28	10.38
34	9.13	9.13	9.29	9.20	9.29	10.39
35	9.14	9.14	9.30	9.21	9.30	10.40

- B. Each employee working four (4) or more hours per day will receive \$55.00 per month (full-time employee) and \$35.00 per month (part-time employee) toward an annuity or Board provided health insurance for the school year 1998-99. In the school year 1999-2000, employees will received \$60.00 per month (for a full-time employee) and \$40.00 per month (for a part-time employee) toward an annuity or Board provided health insurance. In the school year 2000-2001, employees will receive \$65.00 per month (for the full-time employee) and \$45.00 per month (for the part-time employee) toward an annuity or Board provided health insurance.
- C. If a full time employee's hours are reduced to the level of a part-time employee's (by the employer), the annuity rate of Board provided health insurance for that employee is to remain at the full-time employee level for said employee until the end of the school year.
5. **Holidays:** Employee shall receive the following holidays with pay, namely: Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Memorial Day, Good Friday, and Labor Day.
6. **Paid Days:** Teacher In-Service Days and Conference Days will be paid if employees report for extra cooking or cleaning, however, they may not be required to do so. Training and instruction time held on those days may be mandatory.
7. **Terminal Pay:** An employee, who has completed fifteen years of employment in cafeteria work, shall upon retirement be entitled to receive payment for on half ($\frac{1}{2}$) of accumulated sick days, up to 100 days (not to exceed 50 full days).
8. **Uniform Allowance:** A uniform allowance of \$120.00 shall be paid every year for those employees who have been continuously employed from the previous September. Any new employee should work at least one month and then receive $\frac{1}{2}$ of the total uniform allowance. The uniforms shall be approved by the Supervisor of Food Service. Receipts and approval must be turned in by November 1st of each year. Payment shall be made within 30 days. The uniform allowance may be used for work shoes, shirts and pants with aprons being optional. The allowance will increase to \$130 per year for 1999-2000 and \$140 per year for 2000-2001.
9. **Overtime:**
- A. Employees shall receive time and one half for an outside dinner on a weekend or a holiday or on a day on which the cafeterias have been scheduled outside of regular cafeteria hours, including the teachers' meal at the beginning of the year.
- B. For the purpose of determining additional time due to catering, regular lunch hours will be defined in all buildings as the time between 10:00 A.M. and 2:00 P.M. Any time outside of these hours which is used for catering will be paid for at time and a half.

- C. Whenever a food service facility is to be used by others, the Director will be so notified. The Director may require that the group hire an Association member for supervisory purposes whose wages will be paid for by the group. A person will be designated from the group who will work with the Association member and be held responsible to see that everything is put back, that no items are missing and the facility is left clean. When the group does not need the services of an Association member, a person from the group still will be held responsible for the upkeep of the facility. The Director of Food Service will be notified in writing before the event as to whom the designated person is.

10. **Physical Examinations:**

- A. **Pre-Employment Physical:** A new employee may be required to submit a statement acceptable to the Board of Education of this School from a physician indicating satisfactory health before being allowed to assume duties in the school cafeterias. Upon presentation of a paid receipt, the school will reimburse the employee upon the completion of the probationary period.
- B. **Post-Employment Physical:** An employee who has been absent for an extended period due to injury or illness may be required to submit from a physician a statement acceptable to the Board of Education, indicating that said employee is in satisfactory health before being allowed to return to work.
- C. **Paid Test:** Tests will be paid for by the Board when required by the Board.

11. **Leaves of Absence:**

- A. Employees shall receive time off for illness up to twelve (12) days per year, accumulating up to one hundred (100) days. Up to, and including, four (4), [the first two may be charge against funeral leave; the remaining two against sick leave] of these days may be used in the event of illness or death of other members of the immediate family (parent, child, spouse, brother, sister, in-laws, and grandparents.).
- B. Three (3) of the accumulated days may be used for the purpose of attending to personal business which cannot be attended to outside of the regular working hours; prior permission must be granted by the Food Service Director. A sick day may be used for a doctors appointment which cannot be scheduled after working hours.
- C. The administration may grant additional leave without pay of 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. An employee shall be entitled to leave for jury service and for court appearance when subpoenaed as a witness. The employee shall be entitled to receive regular compensation, less any fees paid for the court appearance, without deduction of leave days. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.
- F. 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.
- G. An employee who is on approved medical leave shall be paid for up to two (2) holidays which fall within the first thirty (30) working days of their absence from work.
- H. When filling in for someone who is on leave, that person, after working 2 weeks, shall receive that job's benefits if they are more than their regular job's benefits (Wages are covered in a separate section.).

12. **Cancellation for Lunch:**

- A. Employees will receive pay for their regularly scheduled hours for all days when school is canceled (up to 3 days) due to inclement weather. Employees will not have to report to work on any inclement weather day.
- B. On any day in which school is canceled or let out early each employee scheduled to work who has started work that day shall be paid for all regularly scheduled hours and be permitted to leave after reasonable clean-up of work started.
- C. Inclement weather shall take precedence over a personal or sick day provided a substitute has not been hired.

13. **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.

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 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 Personnel Level - In the event that the employee is not satisfied with the disposition of her grievance at Step One, she shall file, or have the Association file, within eight (8) working days the grievance with the Director of Community Education, who shall have eight (8) working days of receipt to issue a decision.

Date filed with the Director of Operations: _____ Initials of the Director _____

Disposition of the Director of Operations: _____

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

Step Three: 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 ten (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 Four: 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 Supt. _____

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 _____

A photocopy will be kept by the Superintendent of Schools

Step Five: The Mediation Level - Appeal to the Michigan Mediation Board.

14. **Terms of the Agreement:** This AGREEMENT shall continue in full force in effect until June 30, 2001.

GULL LAKE COMMUNITY SCHOOLS

BY Murray M Cooper 8/18/1998
BOARD OF EDUCATION PRESIDENT

GULL LAKE FOOD SERVICE ASSOCIATION

BY Sherry Shirley 8-26-98
PRESIDENT