

7415

6/30/90

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GULL LAKE COMMUNITY SCHOOLS

AND

GULL LAKE CAFETERIA ASSOCIATION

1988-89

1989-90

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Gull Lake Community Schools*

TABLE OF CONTENTS

	PAGE
Recognition	3
Classification of Employees	3
Seniority	3
Compensation	4
Holidays	5
Terminal Pay	5
Uniform Allowance	5
Overtime	5
Physical Examinations	5
Sick Leave	6
Cancellation for Lunch	6
Grievance Procedure	7

## COLLECTIVE BARGAINING AGREEMENT

The AGREEMENT entered into as of the first day of July, 1988 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 CAFETERIA ASSOCIATION hereinafter referred to as the "ASSOCIATION".

### WITNESSETH:

For and in consideration of the mutual covenants and agreement herein contained, it is agreed:

1. Recognition: The SCHOOL hereby recognizes the GULL LAKE CAFETERIA 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 Cafeteria Association in the bargaining unit as above defined.

### 2. Classification of Employees:

A. Regular Employees: A "Regular Employee" is an employee who is scheduled to work five or more hours per day for each membership day, and in addition hereto, one extra day in the fall and one extra day in the spring as required by the school to clean up the cafeteria facilities. A regular employee cannot be dismissed without show 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 five 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 show cause.

C. Probationary Employee: 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. No probationary employee shall be considered a full or part-time employee until the expiration period and then only upon the recommendation of the supervisor to the Administration. A probationary employee shall receive regular cook wages after fifteen (15) calendar days from their date of hiring if she has a total of twenty (20) or more 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 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 in that satellite system shall be given the opportunity to work any extra hours. She shall receive the hourly rate of the absent employee, if that hourly rate is higher after five (5) consecutive work days in that position.

D. 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 her present position and must be qualified to perform the duties of the new position. If a transferred employee does not satisfactorily 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 her to her former classification and such action shall not be the subject of a grievance. A transferred employee may revert back to her former classification during the probationary period with proper notice. Transfers will be made one at a time to prevent excessive bumping.

E. Employees shall receive a full years seniority if a minimum 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.

F. The president of the organization will be notified of all vacancies.

4. <u>Compensation (Per Hour):</u>	1987-88	1988-89	1989-90
A. Head Cook	\$6.15	4-6%COLA	4-6%COLA
Baker	\$6.03		
Regular Cook	\$5.93		
Probationary	\$5.25		
Subs	\$4.75		

Cost of living increase not less than four (4%) percent or to exceed six (6%) percent, to be computed as follows:

The compensation in pay shall be adjusted on July 1, 1988 and July 1, 1989 for any change in the value of the dollar as follows:

1. The increase in the cost of living shall be determined by the Consumer's Price Index for Urban Wage Earners and Clerical Workers - Revised (United States, All Items) published by the Bureau of Labor Statistics, United States Department of Labor (1967-100), hereinafter called the "Index".

2. The increase in the cost of living shall be computed by

dividing the Current Index Number (CIN) for May, 1988 by the Base Index Number (BIN) for May, 1987 and subtracting the integer 1 from the quotient, in accordance with the following formula:

$$\text{Increase in cost of living} = \frac{\text{CIN}}{\text{BIN}} - 1$$

The percentage increase in the cost of living, rounded off to the nearest one-tenth, shall be applied to each pay, provided, however, that the percentage increase shall not be less than four (4%) percent or exceed six (6%) percent.

5. Holidays:

Employees shall receive the following holidays with pay, namely: Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and the day after Thanksgiving.

A. An employee shall receive her regular compensation for the above holidays, if the employee was not absent the last work day preceding the holiday and the first work day following the holiday.

6. Terminal Pay:

An employee who has completed twenty consecutive years of employment in the cafeteria shall upon retirement be entitled to receive payment for one half (1/2) of accumulated sick days, but not to exceed twenty five (25) days.

7. Uniform Allowance:

A uniform allowance of \$70.00 shall be paid every year for those employees who have been continuously employed from the previous September. Allowance is to be prorated for part-time cooks. Any new employee should work at least one semester and then receive 1/2 of the total uniform allowance. Minimum allowance is to be \$20.00. The uniforms shall be approved by the supervisor. Receipts and approval must be turned in by November 1st of each year. Payment shall be made within 30 days.

8. 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 the regular cafeteria hours, including the teachers' meal at the beginning of the year.

B. Regular cooks involved in an event that requires catering meals to the High School Cafetorium prepared in the Richland Elementary kitchen shall be paid an additional 25 cents per hour for the time spent in that activity as determined by the cafeteria supervisor.

9. Physical Examinations:

A. Pre-Employment Physicals: 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 Physicals: 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 TB Test: TB Tests will be furnished by the Board when required by the Board.

#### 10. Sick Leave:

A. Full-Time employees, employees who work five (5) hours or"more daily, shall receive time off for illness"up to ten (10) days per year, accumulating up to fifty (50) days. Up to, and including, four (4) of these days"may be"used in the event of illness or death of other members of their immediate family (parent, child, spouse, brother, sister, father-in-law,"mother-in-law, step-father, step-mother , sister-in-law brother-in-laws and grandparents. Two [2] 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 Administration Office.

B. Part-Time employees who do not work five [5] or more hours per day but who are scheduled to work on a regular daily basis shall receive time off for illness up to five [5] days per year, accumulating up to fifty [50] days. Three [3] of these days may be used in the event of illness or death in the immediate family as defined above. Two [2] of the accumulated days may be used for the purpose of attending to personal business which cannot be attended to outside of regular working hours, prior permission must be granted by the Administration Office.

C. The administration may grant additional leave without pay"up to sixty (60) days for an extended illness or other justified emergency.

D. Sick leave will'not apply to time which is compensated for"under Worker's 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 her duties whenever her attendance in court is not actually required.

11. Cancellation for Lunch: For days on which lunch is cancelled by the School after preparation for lunch has been started that day, each employee scheduled to work who has started work that day shall be paid for all her regularly scheduled hours for that day even though she may not have worked that number of hours.

12. Grievance Procedure:

A. An employee having a grievance shall present it orally to her supervisor within three working days of the said alleged grievance.

B. If the grievance is not settled within three work days the employee may submit it in writing to her supervisor.

C. If not settled in seven work days the grievance may be submitted in writing to the assistant superintendent and a meeting requested.

D. The School shall give its decision in writing five working days from the time of the meeting.

13. Terms of Agreement: This AGREEMENT shall continue in full force in effect until June 30, 1990.

GULL LAKE COMMUNITY SCHOOLS

BY *Delores G. Myers*  
BOARD OF EDUCATION PRESIDENT

GULL LAKE COMMUNITY SCHOOLS

BY *Charles E. P.*  
DIRECTOR OF PERSONNEL

GULL LAKE CAFETERIA ASSOCIATION

BY *Ruth A. Clinton*  
PRESIDENT