

6/30/97

CONDITIONS OF WORK

AS

AGREED UPON BY:

CALEDONIA CAFETERIA WORKERS ASSOCIATION

AND

CALEDONIA COMMUNITY SCHOOLS

BOARD OF EDUCATION

JULY 1, 1994 - JUNE 30, 1997



OFFICIAL COPY

Caledonia Community Schools

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	Recognition	3
II	Employee Rights	3
III	Board Rights	3
IV	Vacancies and Layoffs	3
V	Employee Leaves	4
VI	Workers' Compensation	5
VII	Grievance Procedure	5
VIII	No-Strike Agreement	6
IX	Negotiation Procedures	6
X	Retirement	7
XI	Benefits	7
XII	Compensation & Insurance	8
XIII	Duration	10

ARTICLE I - RECOGNITION

The Board recognizes the Caledonia Food Service Workers' Association as the sole representative of all regular head cooks, food service workers, cooks, bakers and cashiers employed by the Caledonia Schools, but excluding supervisors and all others. Exceptions to the above are employees hired by the board of education after September 1, 1994. District reserves the right to use employees for food service purposes who are employees of ARAMARK and whose wages and working conditions are subject to the agreement(s) therein. The district further agrees that it will continue to post all openings and give consideration to current association members before hiring

ARTICLE II - EMPLOYEE RIGHTS

SECTION 1: The Board of Education recognizes these food service employees for the purpose of improving communications between said employees and representative of the Board of Education. The Board agrees that the Association and its members shall have the right to use available school building facilities at reasonable times and hours for any desired meetings provided arrangements have been made in advance with the administration.

SECTION 2: For the purpose of reviewing complaints as they relate to violations of this written agreement between the Board of Education and the Association, a grievance procedure will be defined and followed by both parties. This grievance procedure will be defined later in this agreement. The Caledonia Community Schools Board of Education recognizes the Association as the authorized representatives of the covered employee group. However, nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE III - BOARD RIGHTS

The Board of Education, on its own behalf and on 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 administration control of the school system and its employees, properties and facilities.
- b. To hire all employees and, subject to the provision of the law, to determine their qualifications, the conditions of their dismissal or demotion, and to promote and transfer all such employees.
- c. To exercise the foregoing powers, rights, authorities, duties, and responsibilities. The adoption of policies, rules, regulations and practices in furtherance thereof shall be limited by the specific and express terms of this Agreement thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and the laws of the United States.

ARTICLE IV - VACANCIES AND LAYOFFS

SECTION 1: In all lay-offs and recall, within the Food Service group, the seniority of employees within the group shall be the sole consideration. Seniority is defined as the numbers of years worked in the Caledonia Schools Food Service Workers Association. Persons hired on the same date will have their seniority determined by lot overseen by their supervisor.

SECTION 2: Notices of all vacancies shall be posted on the bulletin board in the kitchens. No vacancy shall be permanently filled by the supervisor until it has been posted for at least three (3) working days. It will be the responsibility of employees to check the bulletin board from time to time and within the three (3) day posting period to note what positions might be available. Any employee interested in a posted job must put their request for that job posted within the time limit stated. It is the sole responsibility of a person on leave to check posted vacancies.

SECTION 3: If it becomes necessary to reduce the working force, the last person hired shall be the first laid off. When the force is again increased, the persons will be returned in inverse order in which they were laid off.

ARTICLE V - EMPLOYEE LEAVES

SECTION 1: Illness

a. An employee shall be granted ten (10) days per school year for absences caused by illness or injury. Unused sick leave days may accumulate to a maximum of one hundred and eighty (180). Up to five sick days per year may be used for parents and other individuals residing for an extended period of time in the employee's household. The daily sick benefit paid to a food service worker shall be the same as his/her normal daily pay. Doctor and dentist appointments are valid reasons for absence and will be deducted from sick leave.

b. Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties. If in the administration's opinion there is a question as to the physical or mental ability of a food service worker, the administration has the right to have a valid medical opinion on the food service worker in question. The expense for this mental or physical examination will be the obligation of the Board of Education and the doctor will be selected by the administration.

c. No food service worker may be paid out of sick leave for any days other than those on which he would normally work during the school year. A food service worker absent because of an extended or serious illness may be required to present the supervisor with a doctor's statement indicating the fitness of the employee to perform his/her job. The cost, if any, for this medical certification will be the obligation of the employee.

SECTION 2: Death in the Family

Absences without loss of salary shall be allowed not to exceed five (5) days per school year upon the death of a husband, wife, parent, brother, sister, child (any child who is a member of the household), parent-in-law, grandparents, grandchildren, in-laws and anyone who resides in the household for an extended period of time and who is dependent upon the employee. One of these five (5) days may be used to attend the funeral of someone other than a member of the immediate family as defined above. The District may grant additional days off at its discretion.

SECTION 3: Leaves of absence with pay not chargeable against the employee's sick leave shall be granted for the following reasons:

a. An absence due to jury service or a court appearance, the Board will pay the difference between the regular compensation lost and compensation received from the court by an employee during the regularly assigned working time.

b. Approved attendance at conferences, workshops, or inservice meetings related work.

SECTION 4: Unpaid leaves of absence may be available to employees for reasons of health, home conditions, child care and education. Such leave shall require thirty (30) calendar days notice of intent to take and date of intended return from leave. The approval, as well as the duration of such leaves, shall be solely up to the discretion of the Board. Employees on unpaid leaves shall have their seniority frozen.

SECTION 5: Each employee will also be entitled to two personal days (non cumulative) with pay per year for reasons that are personal. Whenever possible, employee will request personal days with two weeks advance notice.

SECTION 6: Family and Medical Leave Act

Parties agree to abide by the rules and regulations set forth in the Family and Medical Leave Act (federal) of 1993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with section 102 (d) (2) of the aforementioned legislation.

SECTION 7: Other

Any absence for reasons other than stated above must be discussed in advance with the school administration. Cases not specifically defined in these policies will be handled on an individual basis.

SECTION 8: All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy on leaves with pay or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the supervisor. Violations of this leave policy may constitute grounds for dismissal.

ARTICLE VI - WORKER'S COMPENSATION

SECTION 1: An employee injured on the job shall report such injury to the administration office and said employee's immediate supervisor. All reports must be filed at the administration office within 24 hours of the incident.

SECTION 2: Any employee's injury requiring loss of time from work whereby the employee would receive Worker's Compensation benefits, shall report the amount of such compensation benefits to the Administration Office upon receipt.

SECTION 3: An employee cannot collect both Worker's Compensation benefits and sick leave pay at the same time. When legally possible, an employee will be compensated under the Worker's Compensation law rather than from his/her accumulated sick leave. The Board agrees to pay any difference between Worker's Compensation benefits (be it less) and the food service worker's regular pay. The food service worker's sick leave will be drawn upon to provide this difference and the Board will discontinue such payment when sick leave is exhausted.

ARTICLE VII - GRIEVANCE PROCEDURE

Any member of the Association may submit a grievance if there is cause to believe there is a violation of this Master Agreement. Grievance shall be processed in a timely and orderly manner as described in each step of the grievance procedure. Grievances must cite specific Articles of the contract that were allegedly violated, statements of fact upon which the alleged violation is based, and relief sought by grievant. Time lines may be extended by a written mutual agreement. At each step, the grievant may be accompanied by a representative of the Association. Any expenses incurred throughout the grievance procedure shall be borne by the party incurring them.

STEP I (Discussion)

A member with a grievance shall discuss it with his or her immediate supervisor within five (5) working days of the alleged violation.

STEP II (Written)

If the Grievance is not settled to the mutual satisfaction of both parties, the grievance must be reduced to writing, signed by grievant and submitted to the grievant's immediate supervisor within five (5) working days following the date of Step I (Discussion).

STEP III (Superintendent)

If the determination of the immediate supervisor does not relieve the grievant it may be submitted to the Superintendent of Schools within five (5) working days after receiving the written disposition from the immediate supervisor. After investigating the facts of the matter and conferring with both parties, the Superintendent shall issue a written disposition of the grievance within ten (10) working days of receipt of the grievance from Step II. (Written)

STEP IV (Board)

If the recommendation of the Superintendent fails to bring resolution, the grievant may appeal to the Caledonia Board of Education for review and decision. This written appeal must be made within five (5) working days following the Superintendent's conference with both parties, via the Superintendent.

The Board will receive, hear or designate a hearing at the next regular Board meeting if appeal is presented eight (8) working days prior to that meeting. The secretary of the Board shall render a written disposition within ten (10) working days after the Board hearing.

ARTICLE VIII - NON-STRIKE AGREEMENT

SECTION 1: The Association and its individual members agree that a "strike" is not in the interest of the children of Caledonia Community Schools; and, therefore, the Association and its individual members agree not to strike.

SECTION 2: As used in this article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the faithful and power performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the condition, or compensation, or the rights, privileges or obligations of employment. Nothing contained in the Article shall be construed to limit, impair or affect the right of any public employee to the expression or communications of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

ARTICLE IX - NEGOTIATION PROCEDURES

SECTION 1: It is understood that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiation between them from time to time during the period of this Agreement upon mutual consent of the Board and the Association. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

SECTION 2: Not earlier than February 1, 1991, but at least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for the new Agreement covering wages, hours, terms and conditions of employment.

SECTION 3: In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

SECTION 4: If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process with the State Labor Mediation Board in conformance with the State Law.

ARTICLE X - RETIREMENT

Any employee who attains the age of 70 may continue to work until the end of the school year within which they attained the age of 70.

ARTICLE XI - BENEFITS

SECTION 1: All regular food service employees will receive a lunch at no cost on the days they work.

SECTION 2: A person substituting for a head cook will be compensated at the head cook's wage provided three consecutive days of work are completed in that position. The head cook's pay, in this instance, would be retroactive to the first day of work in that position.

SECTION 3: T.B. tests as required by law will be paid for by the Board of Education.

SECTION 4: Food service employees transporting food from one location to another with their private vehicle, will be reimbursed for mileage at the rate defined in Board Policy.

SECTION 5: Starting food service workers will serve a probationary period of sixty (60) school days.

SECTION 6: The State of Michigan furnishes our school district with funds for operation and they mandate that our students are in attendance for a specified number of days. This number may vary but it will not affect our policy on act of God days. An act of God day is defined as a day which children are not brought to school due to conditions, such as weather, which are beyond the control of the board of education. In the event that school is canceled or delayed due to act of God, employees will not be required to report for work and they will receive compensation for their regular daily pay. This is true until the school district reaches the point (state specified number of days) where such days need to be made up in order to receive state aid (funds). After this point, employees will not be required to work on act of God days, and will not be paid for them. Employees will be paid for the days after they are made up. For example, if the board of education schedules 181 days of student instruction and the state of Michigan says we need to have a minimum of 178 days of instruction, this translates to the fact that employees will receive a maximum of three days where they will not have to report to work and they will be paid. Should there be a fourth (or more) act of God day(s), however, employees will not report for work. The difference on the fourth (and successive) act of God days is that employees will not receive pay for them. The school board will schedule make up days to the extent of the original calendar and employees will be paid for those days after they work them. In the past, some individuals and groups have had the option of working it out with the supervisor wherein they may come in and work on the act of God day and receive a compensating day off at a later date. These arrangements are to be left up to the supervisor and the particular employee(s).

SECTION 7: Any food service employee who works in a school kitchen, other than his/her regular hours, will be paid their hourly wage by the Board of Education plus whatever additional compensation due as specified in Article XII (Compensation). Prior approval of the supervisor is required in order to receive payment for this type of work. This normally involves citizen facility use.

SECTION 8: Employees shall be paid but not required to work on the following days if the employee works on the scheduled work day, before and the first scheduled work day after the holiday or is on an approved leave; i.e. sick day, bereavement day, etc.

Labor Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Eve

Christmas Day
 New Year's Day
 Good Friday
 Memorial Day

If the school calendar is scheduled in such a way that Good Friday is a day when school is in session, the employee will be required to work and a compensating day off with pay will be arranged.

SECTION 9: Following presentation of a receipt to the business manager, a food service worker will be reimbursed up to \$50/year for one pair of shoes to be used on the job.

SECTION 10 - SEVERANCE PAY:

Upon exit in good standing from the system, an employee who has worked in the food service unit for a minimum of 10 years and accumulated 100 sick days will be paid a severance amount of \$2,000 for these days. If an employee has accumulated less days than this after 10 years, he/she will receive proportionately less, i.e. \$1800 for 90 accumulated days, etc.

SECTION 11 - CLASS REIMBURSEMENT - Employees will be paid \$50 for each pre-approved class taken to a maximum of two classes per year. This is not intended to apply to courses taken as refresher courses.

Article XII Compensation & Insurance

SECTION 1 - Years of Credit Steps are based on the number of years in the system as a food service employee. In order for a worker to receive a full year's credit toward a step, he/she must be hired before the end of the first semester of school. Steps are the same as years of credit.

SECTION 2 - Wages - The following wages reflect a freeze in pay for 1994-95 and a 3% increase in pay in each of the succeeding two years based on the district's ability to pay this amount. Ability to pay means that if food service revenues in 1994-95 are less than they were in 1993-94, then the pay increase in 1995-96 will be 2.75%. The same formula will be used for the 1996-97 year. This determination will be made sometime in August of the current fiscal year.

1994-95	Step 1	Step 3	Step 5	Step 7	Step 10	Step 15	Step 20
Food Service Worker	\$8.44	\$8.75	\$9.10	\$9.44	\$9.80	\$10.16	\$10.54
Head Elementary Cook	\$9.37	\$9.71	\$10.10	\$10.48	\$10.88	\$11.28	\$11.70
Asst. H.S./M.S.	\$9.28	\$9.63	\$10.01	\$10.38	\$10.78	\$11.18	\$11.59
Head H.S./M.S.	\$9.71	\$10.06	\$10.47	\$10.86	\$11.27	\$11.69	\$12.12
Satellite Head Cook	\$8.95	\$9.28	\$9.65	\$10.01	\$10.39	\$10.77	\$11.17

1995-96	Step 1	Step 3	Step 5	Step 7	Step 10	Step 15	Step 20
Food Service Worker	\$8.69	\$9.01	\$9.37	\$9.72	\$10.09	\$10.46	\$10.86
Head Elementary Cook	\$9.65	\$10.00	\$10.40	\$10.79	\$11.21	\$11.62	\$12.05
Asst. H.S./M.S.	\$9.56	\$9.92	\$10.31	\$10.69	\$11.10	\$11.52	\$11.94
Head H.S./M.S.	\$10.00	\$10.36	\$10.78	\$11.19	\$11.61	\$12.04	\$12.48
Satellite Head Cook	\$9.22	\$9.56	\$9.94	\$10.31	\$10.70	\$11.09	\$11.51

1996-97	Step 1	Step 3	Step 5	Step 7	Step 10	Step 15	Step 20
Food Service Worker	\$8.95	\$9.28	\$9.65	\$10.01	\$10.40	\$10.78	\$11.18
Head Elementary Cook	\$9.94	\$10.30	\$10.72	\$11.12	\$11.54	\$11.97	\$12.41
Asst. H.S./M.S.	\$9.85	\$10.22	\$10.62	\$11.01	\$11.44	\$11.86	\$12.30
Head H.S./M.S.	\$10.30	\$10.67	\$11.11	\$11.52	\$11.96	\$12.40	\$12.86
Satellite Head Cook	\$9.50	\$9.85	\$10.24	\$10.62	\$11.02	\$11.43	\$11.85

Section 3 - Insurance Benefits

A. Any employee who works 28 or more hours per week and is either the primary wage earner in the family or resides in a family where the primary wage earner has no access to insurance benefits will receive \$250/month toward payment of health insurance. This amount will be prorated over a twelve month period.

B. Any employee who does not qualify for the above and works 28 or more hours per week will have available to him/her \$100/month to be paid into a tax sheltered annuity, other financial investment vehicle, or as regular taxable income. If an investment vehicle such as a tax sheltered annuity is chosen, it must be one of the board approved companies.

C. Employees working fewer than 28 hours per week will have pro rated amounts per month as follows:

Up to 15 hours/week	\$25/month
15-22 hours/week	\$50/month
22-28 hours/week	\$75/month

All of the above amounts reflect nine month payments. These figures will be prorated over a 12 month period to insure continual deposits/coverage

ARTICLE XIII

DURATION

This agreement shall be in effect from July 1, 1994 through June 30, 1997 covering three (3) fiscal years.

BOARD MEMBERS 

Bernard Maciel

John R. Funke

James E. Ryan

Sharon A. Catley

Date 2/21/95

Craig Schmitt

Craig Schmitt - Negotiator

ASSOCIATION REPRESENTATIVES 

John Anderson 12/14/94

Joanne Anderson 12/15/94

Celynd Kraft 12/15/94

Lee Ellis 12/15/94

Nelan Tolksma 12-20-94

Melissa Fortin 12/20/94

Sharon Rider 12/20/94

Date 2/21/95

Georgann Decker 12/20/94
Kase McDonough 12/20/94

Jane Erskine 12-20-94