

6/30/97

MASTER AGREEMENT

Between

CLARKSTON COMMUNITY SCHOOLS

And

**CLARKSTON COMMUNITY SCHOOLS
CAFETERIA ASSOCIATION**

Clarkston Community Schools

July 1, 1995 - June 30, 1997

CLARKSTON COMMUNITY SCHOOLS

CAFETERIA ASSOCIATION

The Clarkston Community School District, party of the first part, and the Clarkston Community Schools Cafeteria Association, party of the second part, do hereby agree to and affix their signatures thereon in acceptance of the contractual stipulations to be in effect for a period of two (2) years, beginning July 1, 1995 and ending June 30, 1997.

Cafeteria Association
Representatives

Susan Malone
Christine McCleese
Fatti Wilder
Jean Ditch

Board of Education
Representatives

Shirley Hughes
Bill Craig
Quane E. Lewis
Linda K. Nester

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ARTICLE I

RECOGNITION

The Board hereby recognizes the Clarkston Community Schools Cafeteria Association as the exclusive and sole bargaining representatives for the duration of this agreement for the following employed: Second cooks and helpers, full-time and regular employees.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

"The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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 the laws and the Constitution of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or admissible by the Board;
4. To determine class schedules, the hours of employment, and the duties, responsibilities and assignments of the cafeteria employees and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws and the Constitution of the State of Michigan and the laws and Constitution of the United States."
5. To evaluate all employees of the association as deemed necessary by the Food Service Supervisor.
6. **To implement any and all provisions as provided under P.A. 112 of 1994 pertaining to collective bargaining and obligations of the school district.**

ARTICLE IV

PROBATIONARY EMPLOYEES

- A. All employees hired new to the district or being rehired, having quit, shall be hired for a sixty (60) workday probationary period. The probationary period may be extended for any absences of the employee during that period by the number of said absences.
- B. Probationary employees will be eligible for earned paid leave benefits.
- C. All probationary employees shall be paid at the level of the first year salary step.

ARTICLE V

WORKING HOURS

- A. Hours of work for each employee shall be determined by the Cafeteria Manager, based on building needs and subject to the approval of the Food Service Supervisor.
- B. Full-time employee is defined as an employee working thirty (30) hours or more per week.
- C. Regular employee is defined as an employee working a five (5) day schedule but less than thirty (30) hours per week.
- D. Time sheets for every employee are to be posted in respective kitchens.
- E. Helpers will be given the opportunity to fill in for absences of elementary second cooks, provided they submit annually in writing, by September 15, to the Food Service Supervisor, notification that they are willing to substitute in the elementary second cook classification.
 - 1. These helpers will be selected from a list of interested employees on a seniority basis.
 - 2. In elementary when a second cook knows she will be absent five (5) working days or more and has notified the cafeteria manager of such absence, a helper will be brought in to cover this absence. A rotation method will be followed as per assignment.
 - 3. Evaluation of each helper working in an elementary second cook position will occur at the conclusion of their assignment. Future second cook assignments will be based on a satisfactory evaluation from two cook managers.
 - 4. In the event no helper is qualified or interested in a second cook position, a substitute employee will be used and paid first step helper wages.
 - 5. A helper accepting the vacant position will receive the first step wage of that position until the time the absent employee returns.
 - 6. When a full-time and regular employee fills in for a higher classification due to absenteeism, helper to second cook, high seniority second cook to manager, beginning with the first full day, that employee will receive the first step wages of the higher classification.
 - 7. In the event an employee steps up to work in a higher classification (i.e., helper to cook, cook to manager) that employee, after working five (5) consecutive days in the new position, shall be eligible to receive holiday pay and sick day pay at the higher rate, providing the holiday and sick day fall within the work assignment.

ARTICLE V
WORKING HOURS (Cont'd)

8. In the event an employee steps up to work in a higher classification (i.e., helper to cook, cook to manager) and that employee works for five (5) months or more in that position, that employee will be credited with that service time for movement on the salary schedule. After completing a length of time equal to one school year, that employee will receive the next step wages when working that position.
- F. All regular and full-time employees shall have a workday of not less than two hours.
- G. Full-time and regular employees shall not have work hours cut when creating a new position.

ARTICLE VI

PAID LEAVES

A. Sick Days:

1. Each full-time and regular employee will be granted ten (10) days sick leave per year. Sick leave days will be earned at the rate of one (1) day per month, which shall accumulate to a maximum of ten (10) days per year. Any unused portion of the accumulated sick leave days shall be credited to next year's sick leave bank which shall be unlimited. When an employee is off work for five (5) consecutive days due to illness, a doctor's statement verifying illness must be presented upon return to work. **New employees hired after July 1, 1995 will be granted five (5) sick days per year which will follow the same accumulation guidelines as above.**
2. **If an employee's work hours change, their sick leave will be adjusted accordingly.**

B. Death:

1. In the event of death in the immediate family (spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents or grandchildren or dependent living within the household) an individual is allowed three (3) days with full pay, not to be charged against sick leave time. An additional two (2) days, if requested, shall be granted and charged against sick leave. Each day of pay allowed will be equivalent to that day paid for the full-time or regular employee's regular workday.
2. In the event of death of relatives outside the immediate family or household, or for persons where closeness of relationship should warrant, one (1) day will be allowed, deducted from sick leave.
3. (1) When the funeral is two hundred and fifty (250) miles or more from the residence of the employee, an extra day of traveling time will be allowed, upon request, which shall be deducted from sick leave.
(2) When the funeral is 250 miles or more from the residence of the employee, two (2) days of traveling time will be allowed, upon request, which shall be deducted from paid leave.

C. Personal Day:

1. Two (2) days will be granted each year (non-accumulative), if needed. These days shall not be deducted from sick leave. If these days are not used by the end of the school year, they will be credited to the sick bank.
2. No personal day will be granted the day preceding or following a recess or holiday.

**ARTICLE V
PAID LEAVES (Cont'd)**

3. This time shall be granted by notifying the Food Service Supervisor two (2) days in advance, except when such timely notice is impossible, but in no case later than 4:30 p.m. on the day preceding the day in question.
 - a. If an emergency occurs, the employee will notify the Cook Manager no later than 6:00 a.m. the day of her absence.

- D. **Jury Duty:** A regular or full-time employee called for jury duty shall be compensated for the difference between their regular pay and the pay received for the performance of such obligation.

- E. **Court Appearance:** A person required by subpoena to appear in court as a witness will receive full pay, provided such appearance is not brought about by an illegal or negligent action on the part of said employee or action against the Board by the Association or Association member. All fees received by the employee, excluding mileage, will be returned to the school district.

- F. **Emergency Day:** One (1) emergency day (non-accumulative) will be allowed, if approved by the Cafeteria Manager. If used, this day shall be deducted from paid leave. Examples of an emergency day are as follows:
 1. Unexpected injury to immediate family member.
 2. Home problem requiring immediate attention.
 3. Property damage accident en route to work.

- G. **In the case of a predictable disability, the guidelines of the Federal Family Medical Leave Act (FMLA) may apply. Leaves up to twelve (12) weeks may be requested under the terms of the act explained in Clarkston Board of Education Policy 4430.01. Leave granted pursuant to any section of this Article shall count toward leave to which the employee may be entitled under the FMLA.**

ARTICLE VII

UNPAID LEAVES

- A. Unpaid leave may be granted upon request, limited to one (1) year under the following conditions:
1. When an employee exhausts all her sick leave and is still unable to return to work, an unpaid leave, not to exceed one (1) year, will be granted. A doctor's statement will be required for confirmation of illness. The employee must have a doctor's release before returning to work.
 2. The request must be made in writing thirty (30) days before the leave is to begin. In case of emergency, time limits will not apply.
 3. Unpaid leave may be recommended by the supervisor and must have the approval of the Superintendent.
 4. The decision of the Superintendent shall be final.
 5. All insurance benefits and other fringe benefits will be discontinued through the duration of unpaid leaves.
 - a. When an employee exhausts all of her paid leave and must request unpaid leave, the school district will pay uniform allowance for the remainder of that semester only.
 6. Longevity and salary step will be frozen at the time of leave.
 7. The employee's job will be protected for one (1) semester or ninety (90) school days after sick leave is exhausted. After ninety (90) days unpaid leave, the employee will be placed in the first available opening.
- B. **Family and Medical Leave Act (FMLA) Leave:**
1. **An employee who meets the qualifications of the Federal Family Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:**
 - a. **The birth of care of a child.**
 - b. **The adoption or foster care of a child.**

ARTICLE VII
UNPAID LEAVES (Cont'd)

- c. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
- d. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.).

Leave granted pursuant to any section of this article shall count toward leave to which the employee may be entitled under the FMLA.

ARTICLE VIII

INCLEMENT WEATHER

- A. If a full-time or regular employee reports for work when school has been closed because of inclement weather or emergency situations, she shall receive two (2) hours pay for reporting, provided that advanced notice was not given by 6 p.m. the day before on one of the radio stations used for this purpose.
- B. Should the full-time or regular employee remain on the job, she shall be paid for all hours worked.
- C. In the event the school district determines, based on its sole discretion, not to have students report to a specific building or buildings due to loss of heat, power, severe physical damage to building or buildings, fire or other mechanical failure, then those employees assigned to the building or buildings involved shall not suffer loss of pay or accumulated paid leave days. In no event will the district pay employees for more than one (1) day under the above circumstances for the contract year.
- D. Inclement Weather/Acts of God: When schools are closed due to snow or ice or Acts of God, employees shall not be required to report for duty and shall not suffer loss of pay or accumulated paid leave days for the first two (2) such days. When schools are closed beyond two (2) days for such reasons, employees shall not be required to report for duty and will not be paid for those days. When said days are made up, employees will be paid at their regular rate for such make-up days.

ARTICLE IX

OVERTIME

- A. Overtime shall be voluntary.
- B. Time and One-half:
 - 1. Time and one-half (1½) pay will be paid for activities conducted after the normal working day for that building.
 - 2. The normal working day for each building will be established the first ten (10) working days of the school year.
- C. Regular pay will be paid when cafeteria employees are called in on scheduled days off for special banquets, meetings, work days, etc., unless scheduled after a regular work shift.
- D. When it becomes necessary to prepare food for a banquet during the regular working hours, on the day of the banquet the Cafeteria Manager shall arrange for a substitute.

ARTICLE X

WORKSHOPS

- A. Straight time will be paid when attendance at workshops and classes is requested by the Food Service Supervisor and authorized by the Superintendent's office.
- B. Course fees for attendance at Oakland Schools Food Service classes will be paid.

ARTICLE XI

PAID HOLIDAYS

- A. New cafeteria employees hired after January 1, 1993 will receive holiday pay equivalent to their regular work day if they work 15 or more hours per week. **Employees will receive pay equivalent to their regular work day for the following days if they fall during the regular work week and work year:**

New Years Eve Day
New Years Day
Good Friday
Monday after Easter
Memorial Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Day after Christmas

1. If a holiday, listed in A., above, falls on Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday, providing school is not in session.) If a holiday falls on Saturday, the Friday immediately prior to the holiday shall be a holiday, providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.)
 2. **Employees will attend up to three (3) days of unpaid staff in-service as scheduled by the supervisor. These days will be scheduled when teachers are in session without students.**
- B. If the employee is absent the day before or the day after a paid holiday due to personal illness or death in the immediate family, the employee will be paid for that holiday if they are on a paid leave. For such cases of personal illness, the employee may be required by the Board to submit a written statement by a physician as proof of illness.

ARTICLE XII

INSURANCE PROTECTION

- A. After three (3) years of continuous employment from the date of hire with the Clarkston Community School District, the Board of Education agrees to pay a flat rate of \$35 per month toward a Blue Cross MVF-I Comprehensive Hospitalization, Single Subscriber Health Plan.
- B. Any employee who desires insurance coverage under A., above, shall so notify the Board of Education with a written statement requesting said coverage.
- C. If an employee terminates her employment with the school district, the \$35 payment shall also terminate.
- D. Employees of this contract will not be allowed to receive health insurance benefits from the Clarkston Community Schools and have their spouses secure similar health insurance from another employer. Failure to comply with this regulation will result in the loss of this benefit by the employee.
- E. When an employee exhausts all paid sick leave and must apply for unpaid leave, the employee will be responsible for the monthly payment of the insurance benefit.

ARTICLE XIII

TRANSFERS AND PROMOTIONS

- A. Cafeteria related job openings should be offered to cafeteria employees currently employed in the school cafeterias. Employees requesting transfers or promotions should make known their wishes in writing to their Cafeteria Manager and the Food Service Supervisor. These requests must be renewed on an annual basis. Transfers and promotions shall be made upon recommendation of the Cafeteria Manager and the Food Service Supervisor. All other factors being equal, seniority shall become the determining factor.
- B. When an employee is promoted, transferred, or has taken a job posting to another school, the employee so involved shall be on probation for thirty (30) working days. After thirty (30) working days, the new position shall be permanent to the extent that the employee continues to perform her responsibilities in an acceptable manner. At any time during the probationary period the employee may request in writing to be released from the new position and return to the previous position.
- C. Final responsibility for the approval of transfers and promotions shall rest with the Superintendent of Schools or his designate.
- D. Employees interested in becoming a cafeteria manager must submit, on an annual basis, a letter requesting such to the Food Service Supervisor.
- E. All vacancies and new positions are to be posted prior to the opening of the position. The positions will be posted within five (5) working days. Posting shall be made in all school kitchens for a period of five (5) working days. Postings of all available school district positions will be sent to each school building kitchen.
- F. A copy of the transfer and payroll adjustment notice will be sent to employees filling a vacancy or a new position.
- G. If an employee's position is eliminated due to a reduction in work force, or hours have been cut (by more than one (1) hour) that employee will have the option of assuming the same position and/or hours held by the least seniority employee in that classification. Seniority will be determined from the date of hire as a regular or full-time employee in that classification. Employees who are released from their classification due to a reduction in work force will be assigned a position of equivalent hours, if possible, at their present cafeteria or another cafeteria in the district. A reassignment in another classification will be determined by seniority only.

ARTICLE XIV

PROFESSIONAL PROBLEMS

- A. Problems not covered by this contract may be studied by a selected committee of the Association and the school administration.
- B. Committee recommendations shall be made to the Superintendent within ten (10) days.
- C. Failure of the Board of Education to implement recommendations is not subject to the grievance procedure.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Definition of Terms:

1. Grievance - An individual's claim stipulating a violation of the Master Contractual Agreement.
2. Individual - Term used to specify one person or a group of persons, whichever the case may be.

B. Procedure in Registering a Grievance:

1. It is the responsibility of the individual to bring the grievance to the awareness of the Cafeteria Manager within five (5) days of the alleged violation. If no solution to the grievance is found, the individual must, within five (5) school days, resubmit the grievance in writing to the building principal and the Food Service Supervisor. If the grievance is not filed within the previously designated time limit, the grievance shall be considered waived.
2. If the individual, building principal, and Food Service Supervisor are unable to reach a satisfactory solution in five (5) school days, the parties shall immediately proceed to scheduling a conference including the following persons:
 - a. Individual and two (2) representatives of the Association if so requested by the individual (one voting member).
 - b. Building principal (if appropriate).
 - c. Food Service Supervisor.
 - d. **Superintendent or designate.**

The **Superintendent or designate** will respond within five (5) working days after the conference.

3. If the individual is dissatisfied with the Superintendent's **or designate's** decision, the individual may, within ten (10) school days request a meeting with the Board of Education to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon. If the Board of Education does not receive a written request for a hearing of a grievance within ten (10) school days after the Superintendent's decision, the grievance shall be considered terminated. **The decision of the Board of Education will be final.**
4. Nothing contained herein shall be construed to prevent any individual from presenting a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Contractual Agreement.

ARTICLE XVI

COMPENSATION

A. Salary Schedule - Hourly Rate:

	Step	<u>1995-96</u>	<u>1996-97</u>
Helpers	0	\$ 6.25	\$ 6.40
	1	\$ 7.28	\$ 7.45
	2	\$ 8.08	\$ 8.27
	3	\$ 8.71	\$ 8.92
Cooks	1	\$ 9.18	\$ 9.40
	2	\$ 9.52	\$ 9.74
	3	\$ 10.25	\$ 10.49

1. An employee must serve one (1) full year before being advanced to the next step of the salary schedule. The employee's step increment will be given on the next **September 1** or **March 1** after serving a one-year period. This procedure will also be used for payment of longevity steps in C., below.

B. Uniform Allowance:

1. Uniform allowance will be paid in two (2) payments. These payments will be made with a separate check at the time of the second payroll of September and February, as follows:

September - \$100.00 February - \$100.00

2. An employee who has successfully completed their probationary time period will qualify for uniform allowance. New hires' uniform allowance will be based on a prorated per diem basis after probation.

C. Longevity:

Cafeteria employees with continuous service with the Clarkston Community Schools from the date of hire shall receive longevity according to the following schedule. Any previous experience outside Clarkston Community Schools does not apply.

**ARTICLE XVI
COMPENSATION (Cont'd)**

Longevity Increase Per Hour

1995-96

Beginning with fifth (5th) year of hire	\$.15
Beginning with tenth (10th) year of hire	\$.12
Beginning with fifteenth (15th) year of hire	\$.06
Beginning with twentieth (20th) year of hire	\$.06

Beginning with employees hired after July 1, 1995, the longevity steps will be as follows:

Longevity Increase Per Hour

Beginning with fifth (5th) year of hire	\$.15
Beginning with fifteenth (15th) year of hire	\$.10

- D. Severance: Cafeteria employees will receive all their unused earned sick days accumulated in the sick bank at the rate of one-half (½) their daily rate.
- E. Employees shall receive lunch at no cost each day worked.

