

6/30/91

A G R E E M E N T

between

COMSTOCK PUBLIC SCHOOLS

and

COMSTOCK SCHOOL FOOD SERVICE EMPLOYEES ASSOCIATION

1988 - 1991

*Comstock Public Schools*

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AGREEMENT

between

COMSTOCK PUBLIC SCHOOLS

and

COMSTOCK SCHOOL FOOD SERVICE EMPLOYEES ASSOCIATION

1988 - 1991

This Agreement entered into this first (1st) day of July, 1988, by and between the Comstock Public Schools of Comstock, Michigan, hereinafter called the Employer; and the Comstock School Food Service Employees Association hereinafter called the Association.

WITNESSETH:

WHEREAS the parties, following extended and deliberate negotiations have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, in regard of wages, hours, and other terms and conditions of employment for all Food Service Employees employed by the Employer not including supervisory personnel, substitutes, or student help hired on a part-time basis. The term, Employee, when used hereinafter in the Agreement shall refer to all Employees, represented by the Association in the bargaining unit as defined above.

## ARTICLE II

### EMPLOYEE'S RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every Employee of the Employer shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining in regard to wages, hours, and other terms and conditions of employment. As a duly elected body exercising governmental power under the law of the State of Michigan, the Employer agrees that it will not interfere with, restrain or coerce any Employee in the enjoyment of any rights conferred by Act 379; that it will not discriminate against any Employee with respect to wages, hours and other terms and conditions of employment by reason of their membership in the Association, their participation in any lawful activities in connection therewith, or their institution of any grievance, complaint or proceeding under this Agreement.

## ARTICLE III

### EMPLOYER'S RIGHTS CLAUSE

The Employer 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 Constitution of the State of Michigan, and of the United States, including, but without limiting it to the following rights: the executive management and administrative control of the school system, to promote, to demote, to direct the work force, to set hours of employment, to establish the length of the day, to transfer, and other management functions. The exercise of these powers, rights, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV  
COMPENSATION

The salaries of food service Employees covered by this Agreement are set forth in Schedule "A". In addition to the compensation indicated the Employer will pay the Employee's contribution to the State Retirement Fund for the duration of this Agreement.

A. Basic Compensation

1. Probation: All new Employees will be on probation for a period of twenty (20) working days at an hourly rate equal to \$0.25 below Schedule "A".
2. Seniority Employees shall be paid according to Schedule "A".
3. Substitutes will be paid at an hourly rate that does not exceed the hourly rate of an assistant server.
4. Overtime
  - a. Employees will be paid time and a half for all hours worked beyond a regular eight (8) hour day or forty (40) hour week.
  - b. When an Employee must return to school, after leaving for the day, for a non-profit special assignment, the Employee will be paid \$1.00 per hour premium over his/her regular hourly rate for hours less than eight (8) hours per day total.
  - c. When an Employee is asked to return to work for a profit related function, the Employee will be paid at the time and one-half (1 1/2) rate.
5. Required Meetings. Employees who are required by the Employer to attend meetings outside the regular work day shall be paid the contractual rate as outlined in Schedule "A" for their classification for the time spent at the required meeting.

B. Classification

1. Base Kitchen Cook Manager: An Employee who is responsible for organizing the work in the high school kitchen.
2. Cook I: An Employee who is responsible for cooking, including reading, understanding, and following through on a recipe.
3. Cook II: An Employee who cooks only as an assistant to a Cook I or who is responsible for menu items such as salads, sandwiches, and other easy to prepare menu items.

ARTICLE IV - COMPENSATION (Continued)

4. Van Driver: An Employee who operates a school vehicle primarily for the purpose of transporting food to the satellite kitchens.
5. Head Server: An Employee in the satellite kitchen who is responsible for the kitchen.
6. Base Kitchen Dishwasher-Server: Employee who washes dishes, serves and performs other miscellaneous tasks at base kitchen.
7. Assistant Server: Serves meals to students and/or performs other tasks under the direction of a head server.

C. Miscellaneous Compensation Items

1. Temporary Promotion

Any time an Employee works five (5) or more consecutive days in a higher classification than his or her usual assignment, the Employee will be paid at the rate of the higher classification for the aforementioned days worked in the higher classification. It will be the Employee's responsibility to note the change in classification for each day worked in the higher classification on his/her time sheet.

2. Temporary Reduction in Classification

When the Employer causes an Employee to be involuntarily moved during the school year to a lower job classification, the Employee will receive the same hourly rate received in the original classification for the remainder of the school year, unless:

- a. the reduction in classification was a disciplinary action.
- b. the reduction in classification is the result of the Employee's inability to perform the higher classification.

At the beginning of the following school year the Employee will be paid the rate of the classification at which the Employee is working.

3. When staff hours are to be reduced, the Employer will reduce the hours of the least senior Employee in that classification.

ARTICLE IV - COMPENSATION (continued)

4. Notification of School Closing

Employees who have not been notified by public announcement at least one and one-half (1 1/2) hours prior to their reporting time for work when school is cancelled, will be paid a minimum of one (1) hour's work or for the time worked, whichever is greater.

D. Uniform Allowance

Employees, after the completion of their probationary period, are required to wear a uniform and name tag. Employees working less than three (3) hours per day are required to wear a minimum uniform. A minimum uniform consists of a white or pastel smock, or dress. Employees working over three (3) hours per day on a regular basis are required to wear a full uniform. A full uniform is a matching smock and pants, or dress. Employees will be reimbursed for the cost of uniforms up to the amounts listed below.

1. Employees working less than three (3) hours per day:  
1988-89: \$75.00  
1989-90: \$85.00  
1990-91: \$95.00
2. Employees working more than three (3) hours per day:  
1988-89: \$100.00  
1989-90: \$110.00  
1990-91: \$120.00

Receipts for the purchase of uniforms submitted to the Employer by September 15, will be reimbursed by October 1. Receipts submitted at other times during the year will be through the normal board bill procedure.

E. Terminal Pay

Each Employee who completes fifteen (15) years of service shall be entitled, upon retirement, to five hundred (\$500.00) dollars.

ARTICLE V

PROMOTION

Whenever a vacancy shall occur in the food service department, the Employer will post the position within twenty (20) days.

A vacancy is a position that is available due to a resignation, dismissal, leave of absence of three months or more, death of an Employee, or the creation of a new position. The senior Employee expressing interest in a Cook I, Cook II, Van Driver, Head Server, or Base Kitchen Dishwasher-Server position will be promoted on a trial basis.

ARTICLE V - PROMOTION (continued)

The trial period shall be for twenty (20) work days. The former position of the promoted Employee will be filled on a temporary basis. Should the promoted Employee perform unsatisfactory during the trial period, he/she will be returned to his/her former position. The Employer will consider applications of Employees when the Base Kitchen Cook Manager position is to be filled.

ARTICLE VI

LEAVE OF ABSENCE

Benefits under "leave of absence" provisions of the Agreement are available to seniority Employees only.

A. Sick Leave

Employees shall be credited with ten (10) days per year plus the unused balance from previous years to accrue to a total not to exceed eighty (80) days. Sick leave may be used, with pay for personal illness and illness in the immediate family (spouse, child, or parent) residing in the Employee's household.

B. Funeral Leave

1. In the event of each death in the immediate family or household, an individual is allowed, when requested, three (3) days off with pay.

Immediate family: Father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, stepchild, grandchild, brother-in-law, and sister-in-law.

2. In the event of each death of a relative outside of the immediate family, or persons where the closeness of the relationship should warrant; time, not to exceed one (1) day will be allowed with pay to be deducted from sick leave to attend the funeral.
3. In the event of extenuating circumstances, additional days, with pay, may be granted by the food service manager in part one or two above. These additional days will be deducted from sick leave.

C. Personal Business Leave

Two (2) days leave of absence, with pay, will be granted, upon request, to transact personal business that can not be transacted except during work hours.



ARTICLE VI - LEAVE OF ABSENCE (continued)

D. Jury Leave

1. In the event an Employee is ordered for jury duty, the Employee shall suffer no loss of income. When the court reimbursement is less than the Employee's normal wages the Employee may be credited and paid for regular time by endorsing the check from court over to the Employer.
2. The Employee shall suffer no loss of income when subpoenaed to appear in court in conjunction with duties as a school Employee. The Employee may also be absent from the work station without loss of pay for the time necessary to appear in court when subpoenaed in civil or criminal proceedings, not to exceed one (1) day per incident.

E. Leaves Without Pay

Employees who have a minimum of one year's seniority shall be eligible to apply for an extended leave, without pay, for illness, maternity, or personal factors; provided:

1. Requests must be made in writing to the food service manager.
2. Requests for medical or maternity leave must be accompanied by a physician's statement of reason.
3. The maximum length of the leave is one year.
4. The Employer reserves the right to approve or deny the leave.
5. The Employee shall not work for another Employer during the leave.
6. The Employee's seniority shall continue during the leave.
7. Employees returning from a leave of three (3) months or less shall return to their original assignment.
8. Pay shall cease during the leave unless the Employee is otherwise eligible (example: unused sick leave available and Employee is eligible).

## ARTICLE VII

### MEDICAL EXAMINATIONS

#### A. New Employees

The Employer requires that all new Employees are to be screened by a physician on the basis of a physical examination which is to include a chest x-ray and a blood test. This examination will be paid for by the Employer.

#### B. Additional Physical Exams

The Employer may request an Employee to submit to a physical examination when he deems it necessary for the best interest of the Employee and the school district. This examination will be paid for by the Employer.

#### C. Tuberculine Tests

Tests for tuberculosis, that are required by law or by the Employer will be paid for by the Employer.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

- A. STEP ONE. An Employee who believes he/she has a grievance shall first discuss the matter with his/her immediate supervisor within five (5) work days after the occurrence of the event upon which the grievance is based. It shall be the object of both parties to resolve the matter in this informal manner.
- B. STEP TWO. Those grievances which have not been settled in the First Step and are to be appealed to the Second Step must be reduced to written form and presented to the Food Service Supervisor no later than five (5) work days after the First Step or ten (10) work days after occurrence of the grievance. The Food Service Manager will respond within five (5) work days of receipt of the grievance.
- C. STEP THREE. Those grievances which have not been resolved at the Second Step may be appealed, no later than ten (10) work days, after the written grievance has been presented to the food service supervisor, to the Superintendent or his designee for final consideration. The Superintendent's answer will be given no later than five (5) work days following his receipt of the grievance.

ARTICLE VIII - GRIEVANCE PROCEDURE (continued)

- D. STEP FOUR. Those grievances which have not been resolved at the Third Step may be appealed, no later than ten (10) work days after the written grievance has been presented to the Superintendent; to the School Board for final consideration. The School Board's answer will be in writing no later than forty-five (45) days after the hearing.

ARTICLE IX

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an Employee or group of Employees with the Employer unless the same has been ratified by the Union and executed in writing by the parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future of enforcement of the terms and conditions herein.

ARTICLE X

NO STRIKE OR WORK SLOWDOWN

The Association agrees that during the life of this Agreement it will not either directly or indirectly, order, authorize, ratify, or otherwise encourage any slowdown, work stoppage, limitation thereof or curtailment of work by the Food Service Employees.

ARTICLE XI

DURATION

This Agreement shall be effective as of the first (1st) day of July, 1988, and shall continue in effect for three (3) years until the thirtieth (30th) day of June, 1991. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

COMSTOCK FOOD SERVICE  
EMPLOYEE'S ASSOCIATION

By: Bruce W. Churchill  
President

By: Patricia Thomas DeYoung  
President

By: Jayne L. Halder  
Secretary

By: Dolores J. Klinge  
Secretary

Date: 8-22-88

Date: \_\_\_\_\_

SCHEDULE "A"

Hourly Rate

Classification	Hourly Rate		
	1988-89	89-90	90-91
1. Base Cook Kitchen Manager	\$7.48	\$7.76	\$8.06
2. Cook I	\$6.60	\$6.88	\$7.18
3. Cook II	\$6.17	\$6.45	\$6.75
4. Van Driver	\$6.17	\$6.45	\$6.75
5. Head Server	\$5.90	\$6.18	\$6.48
6. Base Kitchen Diswasher-Server	\$5.85	\$6.13	\$6.43
7. Assistant Server	\$5.81	\$6.09	\$6.39

SCHEDULE "B"

Each Employee may elect one of the following: Health Insurance, when qualified, as described in "A" below or the Annuity Program from "B".

A. Health Insurance: For Employees working four (4) or more hours per day:

1. The Employer will provide, at no cost to the Employee, one single subscription membership for health and medical insurance.
2. Employees may elect an Employee-Spouse, or full family coverage, with the Employee paying the difference between the single subscription and elected benefits.
3. The Employer will make available to Employees working more than two (2) but less than four (4) hours per day, on an elective bases, one single subscription membership for health and medical benefits; provided the Employee pay the premium by payroll deduction.

B. Annuity Program

The Employer will provide for an annuity as described below for Employees who elect not to take the health insurance or who do not qualify for health insurance. The annuity carrier shall be determined by the Employer.

Employees	1988 - 1991
1. Four (4) or more hours/day	\$500.00
2. Two (2) or more hours but less than four (4) hours/day	\$275.00

C. Paid Holidays

Employees will be paid for the following holidays at the rate set forth in Schedule "A" for the number of hours the Employee normally works per day.

Labor Day	New Years Eve Day
Thanksgiving Day	New Years Day
Day following Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	