

6/30/93

**ARTICLES OF AGREEMENT**

**Between**

**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**

**And The**

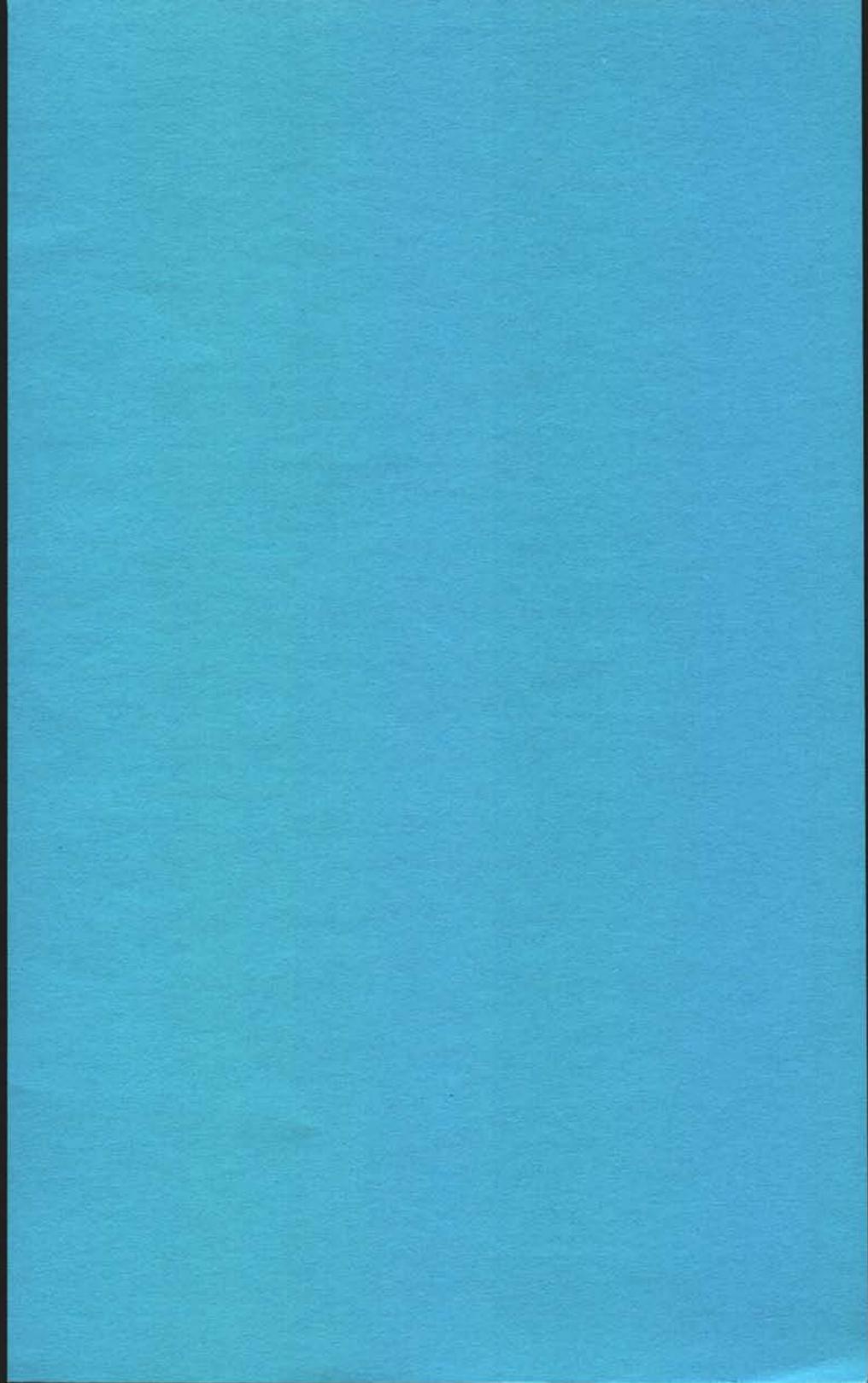
**FOOD SERVICES MANAGERS**

**COLLECTIVE BARGAINING UNIT**

**1990-93**

*Kalamazoo School District*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



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THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO  
AND  
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COLLECTIVE BARGAINING UNIT

1990-93

ARTICLE I - RECOGNITION

The Board recognizes the Food Services Managers Collective Bargaining Unit as the sole and exclusive collective bargaining agent for all of its employees specified in Appendix A with respect to wage, hours and working conditions. Employees' classifications not specifically listed in Appendix A shall be excluded from said bargaining unit.

ARTICLE II - GRIEVANCE PROCEDURE

**Section 1:** A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

**Section 2:** Any grievance or complaint shall be presented to the Food Services Administrator. Any employee who has a grievance must submit it to the Food Services Administrator within five (5) regularly-scheduled working days after the cause upon which the grievance is based. The Food Services Administrator shall investigate and report the disposition of the complaint within five (5) regularly-scheduled working days after it was received. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

**STEP 1:** To be processed hereunder a grievance must:

- Be reduced to writing
- State the facts upon which it is based, when they occurred, including time, day, month, year, etc.
- Specify the section of the contract which has allegedly been violated
- State the remedy requested
- Be signed by the employee who is filing the grievance and must be presented to the Food Services Administrator within five (5) regularly-scheduled working days after the discovery of the occurrence of the event upon which it is based

The Food Services Administrator shall give a written answer to the aggrieved employee within five (5) regularly-scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee shall so indicate it in writing, giving one (1) copy of the settled grievance to the Food Services Administrator.

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 - Recognition	1
ARTICLE 2 - Grievance Procedure	1
ARTICLE 3 - Working Hours	2
ARTICLE 4 - Working Conditions	3
ARTICLE 5 - Substitute and Student Employees	7
ARTICLE 6 - Personal Business Leave Day	7
ARTICLE 7 - Leaves of Absence	8
ARTICLE 8 - Reduction in Force	9
ARTICLE 9 - Job Postings	9
ARTICLE 10 - Employee Protection	9
ARTICLE 11 - Insurance	10
ARTICLE 12 - Board of Education Rights	10
ARTICLE 13 - Concerted Action Prohibition	10
ARTICLE 14 - Fair Employment Practices	10
ARTICLE 15 - Duration of Agreement	10
APPENDIX A - Salary Schedules	i
APPENDIX B - Longevity	iii

APPENDIX A: Food Services Managers and cook Managers Salary Schedule (continued)

Where applicable, the per diem rate for all managers shall be as follows:

	<u>DAILY RATE</u>	<u>HOURLY RATE</u>
1990-91	88.10	11.75
1991-92	92.07	12.28
1992-93	96.21	12.83

The Daily Rate is determined by dividing Salary 2 by 195. The Hourly Rate is determined by dividing the daily rate by 7.5.

Paid holidays shall be the following:

Labor Day  
Thanksgiving  
Friday following Thanksgiving  
Two Days at Christmas  
New Year's Day  
Good Friday  
Memorial Day

If any time over 187 days are worked, the additional time would, at the employee's option, be designated as accumulated comp time.

APPENDIX B

LONGEVITY

**Longevity Pay** (As Manager):

- A. Three to six (3-6) years of service with the District as a Food Service Manager = 1% of base salary
- B. Seven to ten (7-10) years of service with the District as a Food Service Manager = 2% of base salary
- C. Eleven (11) or more years of service with the District as a Food Service Manager = 3% of base salary

Upon becoming Certified by ASFSA the employee will be paid a \$50 bonus. To continue to receive the yearly \$50, the employee must maintain their certification. The employee will receive a \$10 bonus yearly for each statewide training class completed.

All bonuses will be included in the next paycheck after the school year ends.

APPENDIX A

FOOD SERVICES MANAGERS AND COOK MANAGERS  
SALARY SCHEDULE

1990-91

Salary 1 (NO INSURANCE)*	-	\$17,985
Salary 2 (Single Subscriber)	-	17,180
Salary 3 (Single Plus 1)	-	15,198
Salary 4 (Full Family)	-	14,819

1991-92

Salary 1 (NO INSURANCE)*	-	\$
Salary 2 (Single Subscriber)	-	17,953
Salary 3 (Single Plus 1)	-	
Salary 4 (Full Family)	-	

1992-93

Salary 1 (NO INSURANCE)*	-	\$
Salary 2 (Single Subscriber)	-	18,761
Salary 3 (Single Plus 1)	-	
Salary 4 (Full Family)	-	

\* Salary 1 = Salary 2 plus 50% of the annual premium for Single Subscriber insurance.

(Salaries 1, 3, and 4 for the 1991-92 and 1992-93 school year are contingent upon the cost of insurance for that year which is not known at this time.)

Base salary shall be considered the Single Subscriber rate.

Probationary employees shall receive ninety-five percent (95%) of the above salary schedule. Upon satisfying completion of two (2) full years, probationary employees shall move to one hundred percent (100%) of the above salary schedule.

ARTICLE II - GRIEVANCE PROCEDURE (continued)

- STEP II:** If the grievance is not settled in Step I and the employee desires to appeal it to Step II, such employee must present the grievance to the Director of Contract Administration, or his/her designee, within three (3) regularly-scheduled working days after the Food Services Administrator gave the employee the written Step I answer stating the reasons why said answer is not acceptable. The Director of Contract Administration or his/her designee shall give the employee a written and signed Step II answer within ten (10) regularly-scheduled working days after the Office of Contract Administration receives the grievance at this step. If the answer is satisfactory, the employee shall so indicate it in writing giving one (1) copy of the settled grievance to the Director of Contract Administration or his/her designee.
- STEP III:** If the Director of Contract Administration, or his/her designee, does not settle this matter to the satisfaction of the Association within ten (10) working days, it may be taken to the Michigan Employment Relations Commission.
- STEP IV:** Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the grievant. The grievant shall promptly notify the Director of Contract Administration, or his/her designee, in writing as to the membership of its grievance committee and changes therein.
- STEP V:** Newly hired employees serving the ninety (90) day probationary period may be laid off, terminated or disciplined at the discretion of the Administration without recourse to the grievance procedure.

ARTICLE III - WORKING HOURS

**Salaried Employees**

1. Managers, Cook-Managers, hereinafter called the employees.
  - A. Employees will work 7½ hours daily.
  - B. Employees will report to work on Monday of the week teachers return to work and work as needed until school starts. The work year will end when year end reports are satisfactorily completed and the kitchen is cleaned and closed.
  - C. Employees will report to work on all days teachers report. However, if students are not being fed and there are no special functions or meetings or there is no other work to be done, the employee need not report to work.

ARTICLE III - WORKING HOURS (continued)

Salaried Employees (continued)

- D. Employees will not be required to report for work when schools are officially closed by the Superintendent because of an Act of God (snow, flood, fire, earthquake, etc.). However, employees will be required to work those days that school is rescheduled because of act of God days.
- E. All Saturday and/or Sunday work shall be voluntary.
- F. No production kitchen will be required to serve and/or prepare for a special function after the last student serving day unless the manager of said kitchen has received notice of said function at least three (3) days in advance.
- G. If an employee is required to work on a day she is not otherwise scheduled to, the employee shall receive time and one-half (1½) her regular rate of pay.
- H. Overtime shall be defined as all hours in excess of forty (40) hours per week.
- I. Employees shall receive comp time when they work longer than 7½ hours per day or when they are required to attend meetings beyond 3:00 p.m. Comp time can be taken at the employee's discretion provided it does not interfere with the running of a kitchen.
- J. All overtime work shall be approved in advance by the immediate administrator. Employees shall be paid at one and one-half (1½) times their regular rate for overtime work on weekdays and Saturdays; paid double time for Sundays and holidays.

ARTICLE IV - WORKING CONDITIONS

**Section A: UNIFORMS**

Uniforms will be provided by the Kalamazoo Public Schools. The style will be chosen by the Food Service Administrator after consultation with the managers. Managers are required to wear the designated uniform. Each employee will be allowed three (3) new tops and two (2) pants per year from designated uniform shop or may purchase uniforms on their own at a cost not greater than that of the designated uniform shop and turn in the receipt for reimbursement (not to exceed \$150.00).

**Section B: APRONS**

Aprons will be furnished by the Employer.

**Section C: T.B. CARD**

Each employee must have a negative T.B. card. Cost of this test will be paid by the Employer.

ARTICLE IV - WORKING CONDITIONS (continued)

**Section D: PHYSICAL EXAMINATION**

Each employee must have a complete physical examination by the school physician upon hiring. The report will be filed with the Department of Human Resources. The cost of the physical examination will be paid by the School District.

**Section E: PERSONAL APPEARANCE**

The Food Services Administrator shall post those general rules which pertain to appearance and health standards of the employees.

**Section F: ABSENCES AND SICK LEAVE**

1. Absences Due to Personal Illness

- A. All employees shall receive sick leave credit at the rate of one (1) day per month, and the full allowance for the year shall be credited at the beginning of each school year.
- B. Unused sick leave shall accumulate without limitation. If the employee should terminate his/her services before the end of the contract term, a deduction will be made at that time for all sick leave used in excess of one (1) day per month.
- C. When an employee requests a leave of absence due to illness, the employee has the privilege of electing to use the benefits accrued under the sick leave policy.

2. Absences Other Than Personal Illness

- A. A total of three (3) days will be allowed, when requested, for each death in the immediate family. Two (2) additional days may be allowed but taken from sick leave. If there is no sick leave credit available, a full deduction will be made for these two (2) additional days. The immediate family is interpreted to include father, mother, sister, brother, husband, wife, son, daughter, step-father, step-mother, step-son, step-daughter, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents and grandchildren, or some other person who is a member of the household living with the employee at the same address.
- B. One (1) day will be allowed, when requested, for the death of a relative outside the immediate family, or for persons where the closeness of relationships would warrant. Such time will be taken from sick leave.
- C. Absence may be allowed due to the illness of members of the immediate family or household. Such absence is to be deducted from sick leave.

ARTICLE IV - WORKING CONDITIONS (continued)

**Section F: ABSENCES AND SICK LEAVE (continued)**

2. Absence Other Than Personal Illness (continued)

- D. In the case of an injury to an employee while working for the Kalamazoo Public Schools, or in case of an occupational disease related to employment, the employee will receive the difference between the compensation allowed and his/her full salary, but not in excess of the amount of salary in the sick leave policy.
- E. Absence to attend conventions and other educational meetings may be permitted to a limited extent without salary deductions, provided they are approved by the Superintendent, or his/her designee, prior to the meeting.
- F. At the beginning of each year, a report shall be made to each employee of the School District indicating the amount of sick leave to his/her credit.
- G. Holidays occurring during illness shall not be considered deductible from the employee's sick leave accumulation.
- H. The question of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.
- I. A doctor's certification may be required by the Food Services Administrator when it seems advisable.
- J. Deductions from salary made under this policy shall be determined by Human Resources on a prorated daily salary basis.

**Section G: RETIREMENT**

- 1. If an employee with ten (10) years or more of service as an employee voluntarily resigns with a two (2) weeks' written notice, she/he will receive: After ten (10) years 35%; after fifteen (15) years 50%; after twenty (20) years 75% of the employee's accrued sick leave days at the current straight-time hourly rate of pay in a lump sum payment.
- 2. If an employee retires prior to age sixty-five (65) who qualifies for an immediate pension under the Michigan Public School Employment Retirement Fund, retires after age sixty-five (65) irrespective of whether he/she qualifies for such immediate pension, or dies while an active employee of the Kalamazoo Public School System, he/she (or his/her designated beneficiary as the case may be) shall be entitled to be paid his/her accumulated unused sick leave days, as of the date of such retirement, or death, but not exceed a total of one hundred (100) days. The value of such unused sick leave days shall be calculated by dividing the employee's annual salary by 185.

ARTICLE IV - WORKING CONDITIONS (continued)

**Section G - RETIREMENT (continued)**

3. The District will provide paid Blue Cross/Blue Shield MVF I hospitalization and medical insurance to qualified retirees. The District will pay the entire difference between the retirement subsidy from the State Retirement Fund and the full premium. At age 65, the District will supply the Medicare supplement in full. This is for single subscriber coverage only. Such payment will be made to the retiree upon presentation of proof of insurance coverage.

**Section H: SOCIAL SECURITY RULING REGARDING LUNCHES**

(Date of original ruling: December 5, 1961)

1. A ruling by the Social Security Administration makes it mandatory that employees eating meals on the job must either pay for the meals or have the cost of the meals included as covered wages for social security benefits.
2. All employees will receive a credit of ten dollars (\$10) per month, and this amount will be added to "wages earned." Also, there will be an offsetting charge of ten dollars (\$10) per month for a meals charge. This figure is the amount required by the Social Security Administration for any employee receiving one (1) meal per day. This amount is the same regardless of the number of hours worked daily and whether you are the Manager or an hourly employee. Absences will not affect this policy unless all accrued sick leave has been used up and you are not entitled to any pay—then no credit will be made for meals and no deductions taken. Further, there will be no adjustment made for personnel who may not desire a meal some day.
3. This policy is set forth by the Social Security Administration and has nothing to do with wages earned for income tax purposes. For any person having to answer to the Internal Revenue Bureau as to the different amount of total wages earned for income tax and total wages earned for social security, a letter will be furnished by the Business Manager explaining that you, as a Food Services Employee, eat your meals at our expense for our convenience. At this time, the Internal Revenue Bureau does not consider this taxable income. If at anytime this ruling is changed, the employee would be responsible for the tax and not the School District.
4. Each employee will be required to sign a special card authorizing the deduction of ten dollars (\$10) per month—the amount of the credit given for your meals.

**Section I: CONTRARY TO LAW**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees should be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE IV - WORKING CONDITIONS (continued)

**Section J: PROCEDURE FOR PAYING EMPLOYEES**

Employees will be paid bi-weekly, either on a ten (10) or twelve (12) month basis, according to each employee's request.

**Section K: ATTENDANCE AT MEETINGS**

Employees are expected to attend meetings called by the Administration (Superintendent, Principal or Food Services Administrator). When an employee is called to a meeting for the purpose of a reprimand they must be notified that they have the right to union representation.

**Section L: MILEAGE**

Employees who are required by the District to drive their personal cars for service to the District shall receive mileage allowance at the rate currently being paid by the District. No employee shall be required to transport students.

**Section M: LONGEVITY PAY**

The annual salary of each employee will increase depending upon his/her length of continuous service as a Food Service Employee since his/her last date of hire as follows:

1. After six (6) years of service, an additional two hundred dollars (\$200) per year
2. After ten (10) years of service, an additional three hundred dollars (\$300) per year
3. After fifteen (15) years of service, an additional four hundred dollars (\$400) per year
4. After twenty (20) years of service, an additional five hundred dollars (\$500) per year

Longevity is to be paid on or before the 30th of June of each year as a separate check from the regular salary.

ARTICLE V - SUBSTITUTE AND STUDENT EMPLOYEES

Substitute, student or temporary employees are not covered under the above policy.

ARTICLE VI - PERSONAL BUSINESS LEAVE DAY

**Section 1:** The personal business leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on weekends or after school hours. Certain types of family obligations, legal commitments, religious observance, unusual circumstances related to professional growth and emergencies are considered to be justification for the utilization of the personal business policy.

ARTICLE VI - PERSONAL BUSINESS LEAVE DAY (continued)

**Section 2:** Employees wishing to make use of the personal business leave must submit an S-55a to the Assistant Superintendent at least five (5) days in advance of the anticipated absence. The general reason shall be put on the S-55a with the responsibility for judging the exact reason resting with the employee.

**Section 3:** If the nature of the leave is classified as an emergency, the S-55a may be submitted at the earliest possible time.

**Section 4:** Unused personal business leave shall accumulate to a maximum of two (2) days; the rate shall be one (1) day per year. Unused personal business leave in excess of two (2) days shall be credited to the employee's sick leave bank.

**Section 5:** Personal business leave shall not be granted to employees for the purpose of seeking employment elsewhere.

**Section 6:** Personal business leave shall not be granted to employees for the purpose of rendering services, or working either with or without remuneration, for themselves or for anyone else.

**Section 7:** If a reply to the S-55a has not been received prior to the date of absence, the employee shall contact the Food Services Administrator prior to the requested absence.

ARTICLE VII - LEAVES OF ABSENCE

**Section 1:** Leaves of absence may be granted for up to one (1) year to any employee covered under this Agreement, provided said employee has completed one (1) year's service as a Food Service Manager with the Kalamazoo Public Schools.

**Section 2:** Said leave of absence shall:

1. be without pay
2. not result in accrual of sick leave
3. not be counted for years of service and/or seniority
4. not result in any loss of accumulated benefits

**Section 3:** If, after taking a leave of absence, the employee intends to return to a full-time food service manager position, he or she must give a written notice to the Food Service Administrator of said intent by certified mail, return receipt requested, no later than forty-five (45) days prior to his/her requested date of return. An employee returning from a leave of absence shall have a guarantee that he/she will be a Food Service Manager at the same school where he/she was assigned prior to taking his/her leave of absence.

**Section 4:** An employee returning from maternity leave shall remain at the same increment pay scale as she was at the time of her departure. If said employee worked more than one-half ( $\frac{1}{2}$ ) of the school year when the leave commenced, she shall return at the increment she would have received except for the maternity leave.

#### ARTICLE VII - LEAVES OF ABSENCE (continued)

**Section 5:** An employee returning from disability leave shall remain at the same increment pay scale as he or she was at the time of his or her departure. If said employee worked more than one-half ( $\frac{1}{2}$ ) of the school year when the leave commenced, he or she shall return at the increment he or she would have received except for the disability leave. Maternity leave shall be included as a disability leave.

#### ARTICLE VIII - REDUCTION IN FORCE

In case of layoff, the employee with the least seniority (by job description) will be subject to layoff first. Job qualifications, proven ability, and seniority will be the major factors to be considered with equal weight given to each factor. The Administration shall be the sole judge of such factors. Seniority shall be based on the total years of continuous service as a Food Services Manager.

In the event there is a reduction in force, the Department of Human Resources will make every effort to assist in placing such employees in other available areas of employment for which the employee is qualified.

#### ARTICLE IX - JOB POSTINGS

**Section 1:** Any job openings and transfers will be announced by the Department of Human Resources in a notice sent to Food Service Managers. After receiving applications for said opening, the Department of Human Resources shall review and screen all applicants. The final selection will be based on Section 4 of this article.

**Section 2:** Notices will be posted in a place available for viewing by all members of the Association in each building.

**Section 3:** Said posting will remain for five (5) working days.

**Section 4:** The employee with the best qualifications and with the most seniority will be given first consideration. If no employee applies in writing within the five (5) day posting period, the Administration may fill the opening from outside the Association.

**Section 5:** Job qualifications will be included in the notices.

#### ARTICLE X - EMPLOYEE PROTECTION

**Section 1:** The School District will pay employees for all medical bills, for damage of clothing or eye glasses and dentures while working, due to disturbances. The School District will also protect employee in case of lawsuit or court action, when in the proper and appropriate pursuit of their duties, with legal assistance.

**Section 2:** In the event that the Kalamazoo Public Schools drops the support and control of food service and yields the control to a management company outside the Kalamazoo Public Schools which would bring about any lay off caused by contracting of food service, those managers affected would receive their same pay off from their contract as though they retired. The Board reserves the right to subcontract whenever such subcontracted services will provide more efficient services to the School District.

ARTICLE X - EMPLOYEE PROTECTION (continued)

**Section 3:** The Board shall notify the Food Service Manager of such subcontracting forty-five (45) days prior to the date the subcontracting is to take over food service operations.

**Section 4:** Any manager with ten (10) years seniority, even though not eligible for retirement at time of lay off resulting from subcontracting, will receive paid insurance upon retirement under Michigan Retirement Fund.

ARTICLE XI - INSURANCE

A group hospitalization insurance program shall be provided by the Board, the program to be jointly determined by the Board and the Union. For the 1990-93 contract, the program will be MESSA Super Care I. The prescription drug benefit shall be that provided under the MESSA Super Care I program. The Board shall pay for single subscriber coverage.

ARTICLE XII - BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it deems necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE XIII - CONCERTED ACTION PROHIBITION

The Food Services Managers unit, and/or its members, shall not engage in nor encourage concerted action of any type against the School District during the life of this Agreement.

ARTICLE XIV - FAIR EMPLOYMENT PRACTICES

The Food Services Managers and the Board of Education agree to provide Equal Employment Opportunity to all persons, without regard to race, creed, color, sex, age, national origin, or religion.

ARTICLE XV - DURATION OF AGREEMENT

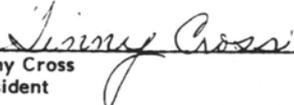
This Agreement is the complete Agreement between the parties and replaces in every respect any other Agreement between the parties. This Agreement shall become

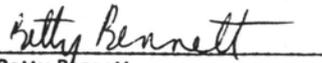
ARTICLE XV - DURATION OF AGREEMENT (continuation)

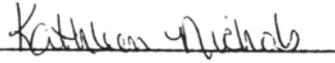
effective on July 1, 1990, and will remain in effect through June 30, 1993, and will be automatically renewed for successive periods of one (1) year, unless one party notifies the other party in writing at least sixty (60) days but not more than one hundred twenty (120) days prior to its expiration or anniversary thereof of its desire to amend or terminate this Agreement.

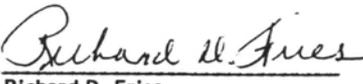
FOOD SERVICES MANAGERS  
COLLECTIVE BARGAINING UNIT

SCHOOL DISTRICT OF THE  
CITY OF KALAMAZOO

  
Ginny Cross  
President

  
Betty Bennett  
Food Services Administrator



  
Richard D. Fries  
Attorney/Chief Negotiator

  
Terry Dorcy  
Contract Administrator

