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6/30/95

YALE PUBLIC SCHOOLS

MASTER AGREEMENT

Yale Cooks Association

1993 - 1995

Yale Public Schools

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MASTER AGREEMENT BETWEEN THE YALE BOARD OF EDUCATION
AND
THE YALE COOKS ASSOCIATION

This Agreement entered into this 10th day of March, 1994, between the Board of Education of the Yale Public School District, hereinafter referred to as the Board, and the Yale Cooks Association, hereinafter referred to as the Employee, supersedes and replaces any and all prior agreements between the aforesaid parties.

It is mutually agreed as follows:

ARTICLE I

Recognition and terms:

The Board recognizes the Cooks Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all cafeteria employees in the District. The Cafeteria Manager and others whose work includes the evaluation of subordinate employees shall be specifically excluded. The term of this Agreement shall be for two (2) years and shall expire on the 30th day of June 1995.

ARTICLE II

Rights of the Board:

It is hereby recognized by both parties that the Board, on its own behalf and on the behalf of the electors of the District, shall retain and reserve unto itself all rights, powers, authority, duties and responsibilities conferred on and vested in it by the laws and Constitution of the State of Michigan and/or the United States.

Except as otherwise expressly provided by the terms of the Agreement or by law, the determination of said rights, powers, authority, operation of schools and the direction of the non-certified staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE III

Salary Schedule:

A.	<u>1993-94</u>				
		<u>Cook I</u>	<u>Cook II</u>	<u>Baker</u>	<u>Helpers</u>
First 90 Calendar Days		7.52	7.27	7.27	6.90
After 90 Calendar Days		9.72	9.43	9.43	8.53

Any person substituting for coordinating Cook I shall be paid at the Cook I rate.

There shall be one (1) designated Cook II at each school except where satelliting is taking place.

- B. For 1994-95, the pay scale shall be based upon the 1993-94 scale plus the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average (1982-84=100), (percentage change to April 1994 from April 1993) with a three percent (3.0%) minimum and a five percent (5.0%) maximum. In each subsequent year that neither party provides written notification to reopen this agreement pursuant Article XIX, Duration of Agreement, the salary schedule will be set by increasing the prior year's rates by the same CPI index (percentage change to April 199x from April 199x-1) and by applying the same three percent (3.0%) minimum and a five percent (5.0%) maximum.

ARTICLE IV

Employees will work a normal work year of at least the number of state mandated days of attendance. This normal work year is not a guarantee. On those occasions when there are no students present, employees will be assigned tasks consistent with their positions. Such assignments may include in-service training. These assignments will not exceed the employee's number of hours worked by the employee.

All cafeteria employees shall work a daily schedule as determined by the Director of Food Services. The daily schedule shall include a paid lunch period not to exceed thirty (30) minutes for employees who work six (6) hours or more per day and fifteen (15) minutes for employees who work five (5) hours and up to, but not including six (6) hours per day, and ten (10) minutes per day for employees who work less than five (5) hours per day but more than two (2) hours per day.

Overtime pay shall be time and one-half (1-1/2) for hours worked over forty (40) hours per week. Employees shall not be required to do any extra assignment work, i.e. extra luncheons, banquets, etc., during their regular hours unless it is clear that they have adequate time to do so.

Any cook's helper requested to report to do cook's work shall be paid at the hourly rate of that cook on the same salary step as the helper.

ARTICLE V

Probationary Period:

All new employees will begin at the beginning rate. No allowance shall be granted for previous experience.

All new employees shall serve a probationary period of 90 calendar days from date of employment. At the end of this period, an evaluation shall be made and the employee will be placed on Step II of the salary schedule or be dismissed. During the probationary period, the employee will not enjoy rights granted to regular employees under the Agreement including seniority rights, grievance procedures, paid insurance, sick leave time or vacation time. If the employee moves to Step II on the salary schedule he/she will be considered a regular employee and gain all rights to employees granted herein.

If an employee hires in after the start of the year, all benefits shall be prorated according to the percentage of the year worked.

ARTICLE VI

Sick Leave:

Regular employees who work six (6) hours or more per day shall receive twelve (12) sick days per year with an accumulation of up to sixty (60) days of unused sick leave.

Employees working less than six (6) hours per day shall receive seven (7) sick days per year and may accumulate up to thirty-five (35) days.

Employees who are absent from work for five (5) consecutive days must have a doctor's notice stating the employee's health is such that they are able to return to work. Should the employee return to work before the five (5) day limit is up, the manager may send the employee home if in his/her opinion the employee should not be at work due to health reasons.

An employee who desires to donate a sick day to a member of the Yale Cooks Association who has used up all of his/her accumulated sick leave because of illness or injury may do so. Employees may donate only one day per individual per year, and the employee who is to receive the donated sick day must be off more than five (5) consecutive work days.

Employees may have two (2) personal business days per year not to be deducted from sick leave. If they are not used, they may be added to their sick leave accumulation.

ARTICLE VII

Insurance:

The Board will provide each employee working six (6) hours or more per day with full-paid family coverage Blue Cross-Blue Shield MVF 1 hospitalization insurance policy. Each employee may elect to take \$20,000 in Group Life Insurance provided by the Board in lieu of the hospitalization insurance. Employees working three (3) or more but less than six (6) hours per day shall receive \$52.00 per month toward the payment of health insurance or may have the option of \$15,000 in Group Life.

Employees working three (3) hours up to, but not including six (6) hours per day and who choose to receive the Board's contribution toward their health insurance must pay the difference in order to receive full insurance. The difference shall be deducted from their paychecks.

All employees shall receive VSPII Vision Insurance.

All Employees shall receive Dental Insurance, with benefits comparable to Delta Dental "E" plus an orthodontic rider.

Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other matters. The Board by payment of the premium payments required to provide the insurance coverage set forth in Article VII shall be relieved from any and all liability with respect to disputes regarding coverage and benefits. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board or Union nor shall such failure be considered a breach of any obligation by either of them. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established by the Agreement. The insurance benefits provided by Article VII shall not begin until the employee has properly completed the necessary forms required by the insurance company and otherwise been enrolled for coverage by the insurance company. There shall be no obligation to an employee for insurance coverage until the employee has been accepted for enrollment by the insurance carrier. It is the employee's duty to complete the necessary forms.

Holidays:

After 90 calendar days of continuous employment, each employee will receive regular pay on nine (9) paid holidays: Thanksgiving and the day after, Christmas Eve, Christmas, New Years Eve, New Years, Labor Day, Good Friday, Memorial Day and one (1) floating holiday. Each shall receive that amount which they would have earned if school had been in session.

ARTICLE VIII

Seniority:

Cafeteria employees shall earn experience as follows:

Substitute employees shall not earn seniority. Probationary employees shall not earn seniority. Regular employees shall earn seniority based upon the date of hire as a regular employee.

A regular employee on sick leave may continue to earn seniority up to their accumulated number of sick days (maximum allowed).

ARTICLE IX

Leaves:

- A. Maternity - As per Michigan law.
- B. Child Care - Child care leave shall be granted for a maximum of six (6) months with Board approval. Requests must be in writing. The employee must notify the employer six (6) weeks prior to the expiration of the leave of their intent to return to work. This leave shall be with no pay, no seniority or other benefits. An employee may continue with insurance benefits provided premium payments are made in advance, (monthly), according to law. Should an employee wish to return to work before the leave expires they may request, in writing, to do so two (2) weeks prior to their requested date of return.
- C. Sick Leave - Sick leave shall be granted for a maximum of one (1) year with Board approval. Requests must be in writing. The employee must notify the employer sixty (60) days prior to the expiration of the leave of their intent to return to work. This leave shall be without pay, seniority or other benefits. An employee may continue with insurance benefits provided premium payments are made in advance (monthly), according to law. Should an employee wish to return to work before the leave expires they may request, in writing, to do so two (2) weeks prior to their requested date of return.

ARTICLE X

- A. All vacancies in any position covered in this Agreement or any additions to positions covered in this Agreement shall be made known to employees at least five (5) working days prior to the filling of the position. Such notice shall be posted in each kitchen in such manner that all employees shall have reasonable opportunity to read. Vacancies occurring during the summer months shall be posted for at least ten (10) working days and copies of summer vacancies will be mailed to cafeteria employees at their last recorded address.

1. Application - Any employee who wishes to make application for the vacancy may do so by signing the vacancy notice.
 2. Selection - All other qualifications for the position being equal, preference shall be given to employees on the basis of seniority. The Board of Education, or its designate shall determine the qualification for each position on the basis of prior experience, abilities, supervisor's evaluations, potential and other pertinent factors. All appointments shall be on a trial basis for a period of thirty (30) working days. The trial period may be extended at the discretion of the supervisor.
 3. Any employee who fails in the position or who refuses the position during or at the end of the trial period will be returned to their previous position.
- B. Promotions - All promotions to a classification with a higher rate of pay covered by this Agreement shall be handled as described in the preceding paragraph. Promotions in another job classification shall be considered purely on an individual evaluation and no seniority rights shall be considered.
- C. Discharge - No employee shall be demoted or discharged without just cause. Each employee so demoted or discharged shall be given the reasons for the action in writing. Reasonable and just cause shall be determined by the Board of Education. Discharge or demotion is subject to the provisions of the Grievance Procedure.
- D. Reduction in Staff - Any staff reduction shall be done on the basis of seniority within classification with the last employed worker being the first to be laid off. Recalls shall be in reverse order of layoff.
- E. Transfers - The Board of Education or its designee may transfer an employee to any bargaining unit position in the district providing the pay rate remains the same.
- Prior to a transfer a conference will be held between the employee and supervisor. The reason for the transfer will be substantiated at the conference.
- F. An employee on Step II who moves to a new position, remains on Step II.

ARTICLE XI

Grievance Procedure:

A grievance shall be a violation or alleged violation on the terms of this Agreement only and shall not become a matter of concern beyond the terms of this Agreement.

Both parties to this Agreement believe that most problems can and should be settled without recourse to the grievance procedure. Therefore, employees who feel a problem exists will first of all discuss the problem with her supervisor. If, within five days, a satisfactory solution has not been found, the employee may then invoke the grievance procedure as stated.

Step One: Within 7 calendar days of the alleged grievance, the employee or the group may file a complaint by submitting a report in writing to his immediate supervisor. The supervisor shall submit his reply in writing within 5 days from receipt of notice. Should the reply not be satisfactory to the employee, or should the supervisor fail to reply within the specified time, Step Two may be invoked.

Step Two: Within 5 calendar days following the completion of Step One, the employee or the group may submit the alleged grievance in writing to the Superintendent of Schools. The Superintendent shall reply to the alleged grievance in writing within 5 days from receipt of the report. Should this disposition be unsatisfactory to the employee or should he fail to reply within the specified time, Step Three may be invoked.

Step Three: Within 5 calendar days following the completion of Step Two, the employee or the group may submit the alleged grievance to the State Labor Mediation Board for a hearing. This shall be done in conformity with the State Law governing the invocation of the Labor Mediation Board. The Board shall not be bound by the findings of the Mediation Board but due consideration shall be made of its report.

ARTICLE XII

Inclement Weather:

All cooks and helpers shall be paid full wages if school does not convene during inclement weather. However, should the School District be required to make up any missed days employees shall work these make-up days at no additional compensation.

ARTICLE XIII

Mileage:

Cooks or helpers, with prior approval of the supervisor, shall be paid IRS allowable maximum cents per mile for delivery or pick up of supplies used in their respective schools.

Mileage for one car per building shall be paid for attending meetings at in-district locations.

ARTICLE XIV

Uniforms:

Employees shall, upon presentation of receipts, be reimbursed up to a maximum of \$125.00 per year toward uniforms and shoes. Receipts shall be required. The Board shall also provide each employee with two (2) smocks per year. Uniforms or coordinated pants and tops, and work shoes of any color are to be worn.

ARTICLE XV

Funeral Leave:

An employee may be allowed up to five (5) working days for funeral leave for death in the immediate family. Immediate family shall be defined as mother, father, brother, sister, wife, husband, son, daughter, mother and father in-law, brother and sister in-law, grandparents, and step parents. These days shall not be deducted from sick leave. An employee may be allowed one paid working day for funeral leave for the death of a relative, not including any of the above, which shall be deducted from sick leave.

ARTICLE XVI

Evaluation:

Employees shall be evaluated in writing at least twice a year. A conference between the manager and employee shall be held after each evaluation.

ARTICLE XVII

Contract Review:

From time to time during the life of this Agreement, the parties will meet to discuss problems and solutions to those problems. Should the parties reach a resolution to any problem, a Letter of Agreement shall be drafted to be ratified by the constituents of the respective parties. Should the letter be ratified by both sides, it shall be considered as a part of this Agreement.

ARTICLE XVIII

Training:

All employees shall participate in training sessions as scheduled by the supervisor.

1. New employees - During their probationary period new employees will attend training sessions with no additional compensation.
2. Regular employees - All regular employees will attend all scheduled training sessions and will be paid their regular hourly rate, with a minimum payment of one (1) hour.
3. Out-District - Expenses for out-of-district training will be paid by the district. Approval to attend must be obtained two weeks prior to the training session.

Meetings:

Food Service Employees, if requested by the Food Manager to attend a business meeting, shall be paid their hourly rate for the time of the meeting.

ARTICLE XIX

Duration of Agreement:

This Agreement shall be effective upon ratification by both parties, and shall continue in effect until the 30th day of June, 1995. If neither party gives written notice to the other of a desire to reopen this agreement at least ninety (90) calendar days prior to the expiration date, this agreement shall automatically be extended for one additional year.

CAFETERIA NEGOTIATING
COMMITTEE

BOARD NEGOTIATING COMMITTEE

Jody Pikura 4-28-94

Luann Noble 4-28-94

Felicia Ferguson 5-2-94

DATED: Apr. 14, 1994

Alicia Shuttko 4/14/94

James Berna 4/14/94

David Fredrick 4/14/94

