

6/30/96

MASTER AGREEMENT

Between

CLARKSTON COMMUNITY SCHOOLS

And

**CAFETERIA MANAGERS ASSOCIATION
(COOKS)**

Clarkston Community Schools

July 1, 1995 to June 30, 1996

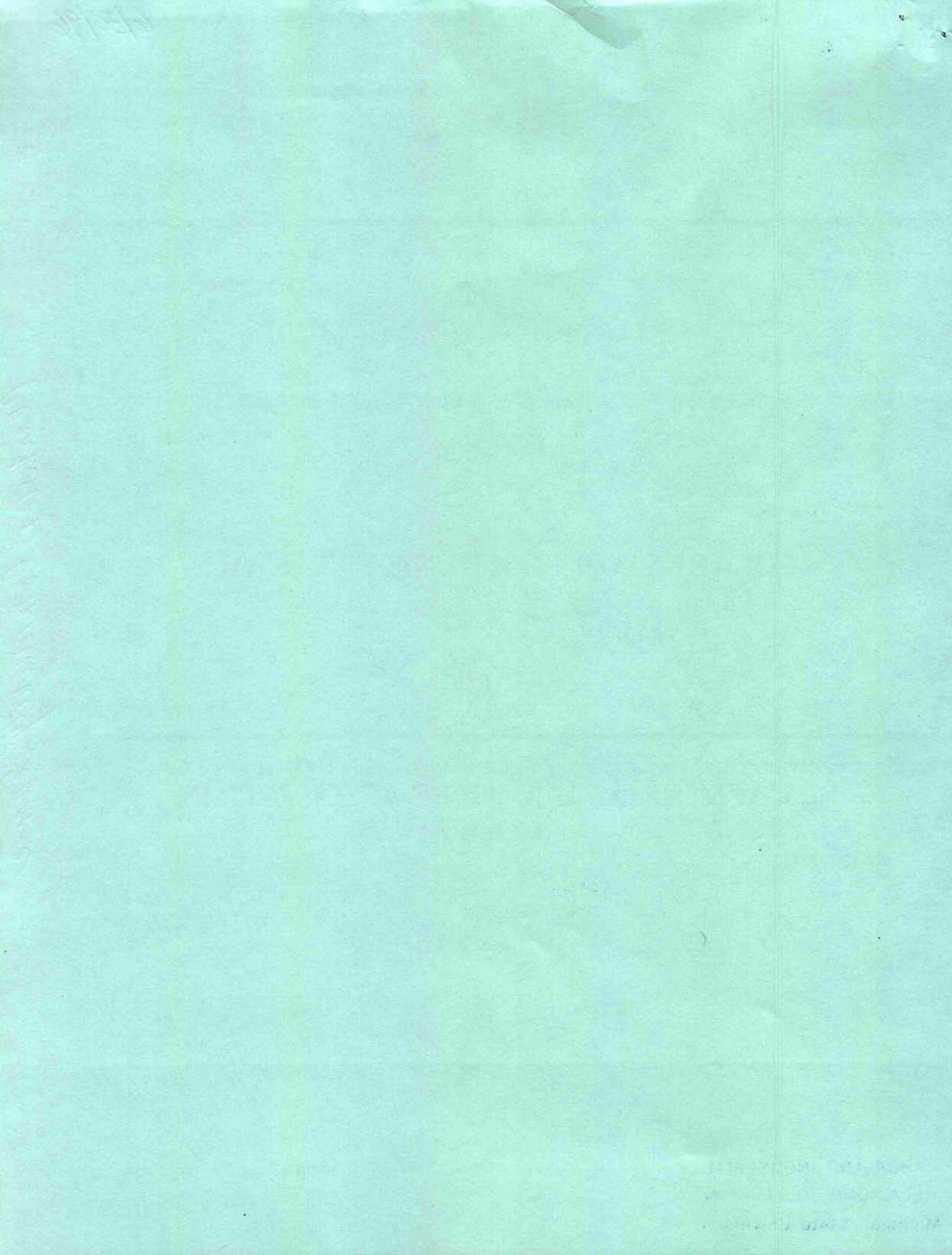
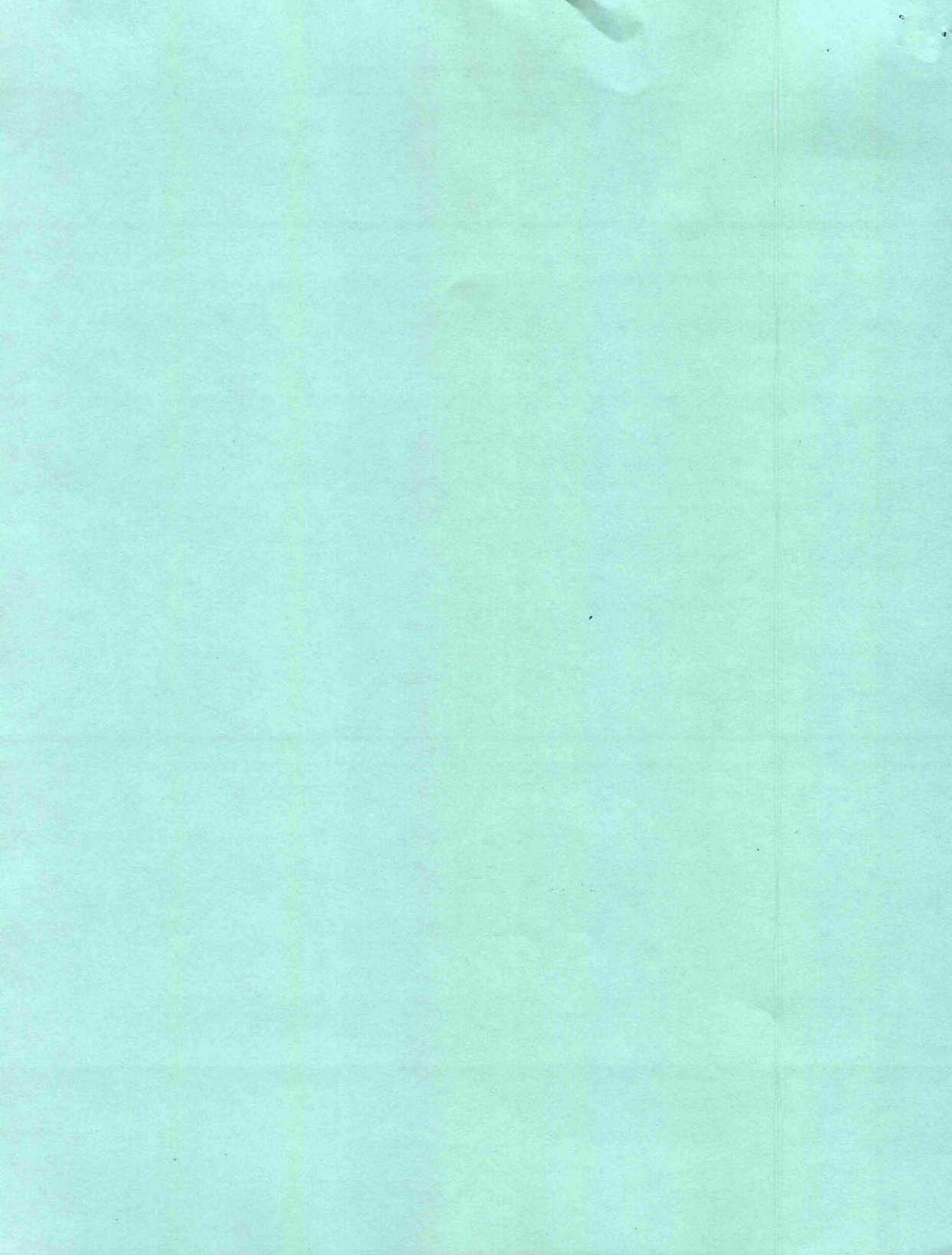


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**CLARKSTON COMMUNITY SCHOOLS
CAFETERIA MANAGERS ASSOCIATION**

The Clarkston Community School District, party of the first part, and the Clarkston Community Schools Cafeteria Managers (Cooks) 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 **one year** beginning July 1, 1995 and ending June 30, 1996.

Cafeteria Managers
Representatives

Gayle Morris
Trace Rader
Jean Caporaso

Board of Education Representatives Association

Bill Craig
Steve J. Hughes
Dean E. Lewis

ARTICLE I

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 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.
5. To evaluate all employees of the association as deemed necessary by the district administration.
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.**

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 the Constitution of the United States."

ARTICLE II

WORKING HOURS

- A. Hours of work for Cafeteria Managers and the Food Truck Driver shall be determined by the Food Service Supervisor, based on building needs, and subject to the approval of the Superintendent's office. **To be classified as full-time, the employee must work a minimum of 35 hours per week.**
- B. Banking is to be done within the regular schedule, unless other arrangements have been approved by the immediate supervisor.
- C. When possible, the district will make arrangements to pick up money at each building and make bank deposits.

ARTICLE III

INCLEMENT WEATHER

- A. If a Cafeteria Manager or the Food Truck Driver reports for work when school has been closed because of inclement weather or emergency situations, they shall receive four (4) hours pay for reporting, provided that advance notice was not given by 6 p.m. the day before on one of the radio stations used for this purpose.
- B. Should the Cafeteria Manager and/or the Food Truck Driver remain on the job, they 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 IV

PAID LEAVES

A. Sick Leave:

1. Cafeteria Managers and the Food Truck Driver 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. Sick leave bank shall accumulate indefinitely. **If an employee's work hours change, their sick leave bank will be adjusted accordingly.**
2. If a Cafeteria Manager or the Food Truck Driver must take an extended sick leave (one (1) year limit), said employee shall be permitted to resume their former job (with doctor's release).
3. Extended sick leave is defined as a sick leave extending beyond sixty (60) working days, limited to one (1) year. Return to work shall be with the approval of a physician competent in the related field. Compensation for the leave will not amount to more than the unused sick leave time accumulated at the time of the leave. When all sick leave has been exhausted, the Cafeteria Manager or the Food Truck Driver will be eligible for L.T.D. benefits upon completion of the ninety (90) day waiting period.

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 grand-children 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. 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.

ARTICLE IV
PAID LEAVES (Cont'd)

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.
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 Food Service Supervisor 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 District. (Not deducted)

F. **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 this act explained in Clarkston Board of Education Policy 4430.01.**

ARTICLE V

UNPAID LEAVE

A. 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.
 - 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.).

- B. Managers will be allowed two (2) weeks vacation without pay each year with approval of the Supervisor of Food Services.

ARTICLE VI

OVERTIME

- A. Time and one-half (1-1/2) pay will be paid for activities conducted after the normal working day for that building, with approval of the Food Service Supervisor.
- B. Regular pay will be paid when Cafeteria Managers are called in on scheduled days off for special banquets. (Example: In-service Training Days)
- C. All arrangements for the use of the kitchen and/or equipment outside of school hours must be made through the Cafeteria Manager.
- D. When it becomes necessary to prepare food for a banquet during regular working hours on the day of the banquet, the Cafeteria Manager shall arrange for a substitute.

ARTICLE VII

WORKSHOPS AND ANNUAL DUES

- A. Straight time will be paid for all hours in attendance at workshops and classes requested in writing by the Food Service Supervisor and authorized by the Superintendent's office.
- B. One (1) Cafeteria Manager may attend the annual Food and Nutrition Workshop for Single Unit Managers. All expenses will be reimbursed.
- C. Annual dues for the American School Food Service Association, the Michigan School Food Service Association (M.S.F.S.A.), and for the Oakland County Acorns will be paid by the District. The Food Service Supervisor may require evidence of attendance at meetings.
- D. One Cafeteria Manager may attend the annual M.S.F.S.A. conference without loss of pay. Request must be made in writing to the Food Service Supervisor and selection will be made by seniority on a rotational basis. Food, lodging, program and transportation expenses will be paid with the approval of the Food Service Supervisor.

ARTICLE VIII

PAID HOLIDAYS

- A. In 1995-96 Cafeteria Managers and the Food Truck Driver shall receive pay equivalent to their regular work day for Christmas Day, December 26, December 27, December 28, December 29, New Years' Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Memorial Day, Good Friday, and Monday after Easter, provided the employee works the working day before and the working day following the holiday and provided school is not in session.
1. **Employees will attend up to three (3) days of unpaid staff in-service or work days as scheduled by the supervisor. These days will be scheduled when teachers are in session without students.**
 2. If, for some reason, school is in session for any of the above holiday(s), the Manager would receive double time for that holiday(s).
- 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 IX

TRANSFERS, PROMOTIONS & LAYOFFS

- A. Cafeteria Managers requesting transfers or promotions should make known their wishes in writing to the Office of the Superintendent. These requests must be renewed on an annual basis. No action shall be taken until the Food Service Supervisor and the building principals involved have been consulted. A sixty (60) working day probationary period will be required. The candidate, at any time during the probationary period, may request a return to the previous position.
- B. The responsibility for the operation of the kitchen rests with the Cafeteria Manager unless disapproved by the Food Service Supervisor.
- C. If a Cafeteria Manager or Food Truck Driver position is eliminated due to a reduction in work force, the Food Service Supervisor will consider the following criteria:
 - 1. The needs of the district.
 - 2. Total longevity in the system.
 - 3. Evaluations.
 - 4. Qualifications.

ARTICLE X

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 awareness of the Food Service Supervisor 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 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 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 a representative of the Association if so requested by the individual.
 - b. Food Service Supervisor.
 - c. **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 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 XI

HEALTH PROTECTION

- A. The Board of Education agrees to pay the premiums, upon request, for the following insurance protection for all **full-time** Cook Managers and the Food Truck Driver:
1. **Clarkston Community Schools Medical Plan (CMM-1000 WRAP Dual-Funded Plan) - Single subscriber coverage. It is expressly understood that the determination of the carrier or decision to self-insure these benefits is the exclusive right of the Board of Education.**
 - a. Tax-Sheltered Annuity (T.S.A.) Plan - Six hundred dollars (\$600.00) per year - one-half (½) to be paid by the second pay in December and one-half (½) to be paid the second pay in June to those managers who do not request health insurance.
 2. **Prescription Drug Package - \$2.00 co-pay if generic drug; \$7.00 if brand name drug.**
 3. **Group Long Term Disability Income Program - The Board will provide long term disability income protection as follows: Sixty percent (60%) of salary to age sixty-five (65). The elimination period is ninety (90) calendar days. New hires, after July 1, 1995, who have had treatment for any condition within the previous three (3) months prior to being hired must wait twelve (12) months after the date of hire for coverage for the same condition. Nervous/mental coverage limited to twenty-four (24) months unless the employee is institutionalized.**
- B. Eligibility: Full-time Cafeteria Manager. New employees become eligible for insurance coverage on the first of the month following satisfactory completion of the probationary period. **Food Truck Drivers will be eligible for one-half (.5) of the single subscriber health coverage.**
- C. If an employee terminates their employment with the school district, the monthly 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 a Cafeteria Manager or the Food Truck Driver exhausts all paid sick leave and must apply for unpaid leave, insurance benefits will be paid by the Board for a period not to exceed three (3) months from the date of disability.

ARTICLE XII

COMPENSATION

Cafeteria Managers (Cooks)	<u>Step</u>	<u>1995-96</u>
	1	\$ 10.57
	2	\$ 10.86
	3	\$ 11.48
Food Truck Driver	<u>Step</u>	<u>1995-96</u>
	1	\$ 9.07
	2	\$ 9.40
	3	\$ 10.00

1. The Cafeteria Managers in the three secondary buildings will receive fifteen cents (\$.15) additional hourly wage.
2. If a manager takes over a satellite school, the manager shall receive \$.25 more per hour. When a second cook fills in for absenteeism of a Manager, the manager shall not receive the increase for satellite pay.
3. An employee must serve a minimum of one (1) full year before being considered for advancement to the next step of the salary schedule. The employee's step increment will be given on the next October 1 or March 1 after serving a one-year period.

B. Uniform Allowance:

1. Uniform allowance of \$250.00 will be paid by a separate check at the time of the second payroll of September in each year of the contract.
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 Managers and the Food Truck Driver, 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 XII
COMPENSATION (Cont'd)**

	<u>Longevity Increase Per Hour</u>
Beginning with fifth (5th) year of hire	\$.14
Beginning with tenth (10th) year of hire	\$.11
Beginning with fifteenth (15th) year of hire	\$.07
Beginning with twentieth (20th) year of hire	\$.07

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

	<u>Longevity Increase Per Hour</u>
Beginning with fifth (5th) year of hire	\$.14
Beginning with fifteenth (15th) year of hire	\$.10

- D. Severance: Cafeteria Managers and the Food Truck Driver will receive all of their unused sick days accumulated in the sick bank at the rate of one-half ($\frac{1}{2}$) their daily rate.
- E. Cafeteria Managers and the Food Truck Driver shall receive lunch at no cost each day worked.
- F. Hot pads and rubber gloves will be available for safety and sanitation.

