

6/30/93

ARTICLES OF AGREEMENT
between
THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO
and
FOOD SERVICES EMPLOYEES BARGAINING UNIT

1990-93

Kalamazoo School District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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ARTICLES OF AGREEMENT
between
THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO
and the
FOOD SERVICES EMPLOYEES BARGAINING UNIT
1990-93

THIS AGREEMENT entered into this ____ day of _____, 1990, between the School District of the City of Kalamazoo, hereinafter referred to as the "Board", "School District", or "Employer" and the Food Services Employee Collective Bargaining Association, hereinafter referred to as the "Association".

WITNESSETH:

The purpose of this agreement is to establish and promote harmonious relationships between the parties in matters pertaining to wages, hours, rates of pay, working conditions, and other conditions of employment.

NOW, THEREFORE, IN consideration of the mutual promises, herein specified, the parties agree to the following:

ARTICLE 1: RECOGNITION

The Employer hereby recognizes the Association as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, as amended, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this Agreement with respect to all Food Services Employees employed by the Employer, including cooks, site supervisors, bakers, CEC employees, assistant servers and general kitchen employees. Employees whose classification is not specifically listed shall be excluded from the Bargaining Unit. Administrative, management and supervisory personnel are excluded from the Bargaining Unit. In addition, student workers, substitutes and activity helpers shall not be covered under this agreement.

ARTICLE 2: WORKING HOURS

Section A: Hourly Employees

1. Working time will be assigned by the manager or site supervisor with the approval of the supervisor. Employees will be paid for all hours worked. No present hours of a non-vacant position shall be cut without reasonable notification and explanation to the Association's Board. Reasonable notification shall be defined as not less than sixty (60) calendar days.
2. Hourly employees will work on days the cafeterias are serving lunches to students and other days services are needed. Managers cannot work in the place of regular hourly employees, thereby cutting the employees' regularly-scheduled hours.

ARTICLE 2: WORKING HOURS (continued)**Section A: Hourly Employees** (continued)

3. Work beyond the regularly scheduled hours shall, whenever possible, be divided as equally as possible among employees in the same classification in a particular building. If an employee is offered extra work and refuses it, said time shall be counted as time applied to extra time offered. Extra time applies only when required and approved by the employee's immediate supervisor. In no event will the Board be required to pay for time not worked under this section.

4. Employees shall have the right to refuse extra-function work assignments.

Section B: Extra Work Payments

Time and a half shall be paid to an employee who has worked more than forty (40) hours in one (1) work week although time and a half will be paid for employees who work at special functions help after 4:00 p.m. provided, however, that managers shall not be required to use bargaining unit employees for special functions.

The summer food service program is not covered under this agreement but the Board will encourage use of food service employees in the program in exchange for use of District facilities.

Section C: Inclement Weather

When schools are closed by the Superintendent because of inclement weather or other unforeseen reason, Food Service Employees need not report for work, and they need not contact the person to whom they are responsible. The employee is not paid for the snow day until it is rescheduled.

Section D: Holidays

All employees shall receive Thanksgiving and Christmas as a paid holiday. Holiday pay is to be based upon the employee's regularly-scheduled number of work hours.

Section E: Temporary Reassignment

If a regular employee is reassigned to a different building to fill a temporary vacancy, the employee's regular position will be held for them and shall not be permanently assigned to another without the employee's consent.

ARTICLE 3: WORKING CONDITIONS**Section A: Uniforms**

1. Two (2) uniforms per year and cloth aprons will be provided for all employees. The color scheme and dress code are outlined in Appendix C.

2. If a person quits before the end of their first year, a deduction for the cost of the uniforms will be made from their final pay check based on the amount of time worked prorated.

ARTICLE 3: WORKING CONDITIONS (continued)**Section A: Uniforms** (continued)

3. It shall be the employee's responsibility to launder, maintain and wear a clean uniform and apron daily.

Section B: Aprons

Additional cloth aprons will be issued daily to cooks and bakers. Other employees will be issued aprons at the discretion of the managers. Plastic aprons will be furnished for additional needs.

Section C: TB Card

Each Food Services employee must have a negative TB card. The Board will reimburse each new employee equal to the cost charged by the Kalamazoo County Health Department for the required tuberculin test. Employees shall be required to submit evidence of payment for said test. All current employees must participate in the District-wide testing. Any employee required to have a chest X-ray will be reimbursed the cost.

Section D: Physical Examination

Each Food Services employee must have a complete physical examination by the school physician upon hiring. The cost of the physical examination will be paid by the Board of Education.

Section E: Personal Appearance

The Food Services Administrator shall post those general work rules which pertain to appearance and health standards of the employee. Employees shall not be required to wear hair nets; however, employees with certain hair styles may be requested to tie it back, at the direction of the Food Service Administrator or Manager.

Section F: Rest Breaks

Employees who are regularly scheduled to work four (4) or more hours per day, including time allowed for meal breaks, shall be entitled to one (1) fifteen (15) minute rest period. Rest periods must be scheduled at times other than the regular serving schedule.

Section G: Social Security Ruling Regarding Lunches

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 meals included as covered wages of social security benefits.

ARTICLE 3: WORKING CONDITIONS (continued)**Section G: Social Security Ruling Regarding Lunches** (continued)

2. All Food Services employees will receive a credit of ten dollars (\$10.00) per month and this amount will be added to "wages earned". Also, there will be an offsetting charge of \$10.00 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 number of hours worked daily. Absences will not affect this policy unless all accrued sick leave has been used up and employee is not entitled to any pay—then no credit will be made for meals and no deductions taken. Also, 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 any time 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 \$10.00 per month, the amount of the credit given for your meals.

Section H: Procedure for Paying Employees

1. The Managers or Site Supervisors will keep the records of hours worked by each employee.

2. Pay periods will be bi-weekly.

3. The Payroll Department will issue checks and send them to the Food Services Manager and Site Supervisors for pay days according to the schedule set up at the beginning of each school year.

Section I: Attendance at Meetings

All employees are expected to attend meetings called by the Food Services Administrator or Manager. Employees shall be paid for all time actually spent in attendance at said meetings or for the announced time of said meetings, whichever is greater.

Section J: Training

New employees must be given a two (2) hour training session on what is expected of them as employees. Three (3) sessions will be offered each year in September, January and April. Employees must attend the session that is closest to their first day of employment.

ARTICLE 3: WORKING CONDITIONS (continued)**Section K: Job Descriptions**

Employees shall be given job descriptions at the beginning of each school year by the Manager or Site Supervisors. New employees shall also be given job descriptions when hired or transferred from another position during the school year.

ARTICLE 4: ABSENCES**Section A: Absences Due to Illness**

1. 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.
2. 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 the time the services terminate for all sick leave used in excess of one (1) day per month.
3. 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. A leave of absence for health reasons may only be granted when requested by a doctor, written verification of which must be given to the Food Services Administrator.
4. 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.
5. An employee will not be eligible for sick leave credit until he/she has completed his/her probationary period. Upon completion of the probationary period, an employee shall receive sick leave credit retroactive to his/her first day of employment.
6. Holidays occurring during illness shall not be considered deductible from the employee's sick leave accumulation.
7. A doctor's certificate may be required by the Food Services Administrator after an employee has been absent five (5) consecutive days due to illness.
8. Regular hourly employees' sick pay will be based on regular assigned hours.

Section B: Absences Other Than Personal Illness

1. A total of three (3) days will be allowed, when requested, for each family 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 those two (2) additional days. The immediate family is interpreted to include father, mother, sister, brother, husband, wife, son, daughter, step-son, step-daughter, step-father, step-mother, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or some other person who is a member of the household living with the employee at the same address.
2. 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 relationship would warrant. Such time off will be taken from sick leave.

ARTICLE 4: ABSENCES (continued)**Section B: Absences Other Than Personal Illness** (continued)

3. 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.
4. In the case of 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.
5. Absence to attend conventions and other educational meetings may be permitted to a limited extent without salary deduction, provided they are approved by the Superintendent's Office prior to the meeting.
6. The question of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.
7. Deductions from salary, made under this policy, shall be determined by the Business Office on a prorated daily salary basis.
8. Since there is plenty of opportunity to schedule family vacations during school time off, requesting time off during the school year is discouraged. However, it may be approved with a month's notice and the ability to schedule a substitute.
9. An employee who is required to appear for jury service or is subpoenaed as a witness in proceedings which arose out of and in the course of his/her employment with the Employer and in which the personal interests of the Employee are not involved, shall be entitled to receive his/her regular compensation less any fees paid, provided, however, that an Employee who is subpoenaed as a witness in other proceedings shall be entitled to receive his/her regular compensation less any fees paid for a period not exceeding twelve (12) work hours. The Employee shall return to his/her duties whenever his/her attendance in Court is not actually required.

Section C: Leaves of Absence

1. Leaves of absence may be granted for up to the equivalent of one (1) school year to any employee covered under this Agreement provided said employee has completed one (1) year's service as a food services employee with the Kalamazoo Public Schools.
2. Said leaves of absence shall:
 - a. Be without pay.
 - b. Not result in an accrual of sick leave.
 - c. Not be counted for years of service and/or seniority.
 - d. Not result in any loss of accumulated benefits.
3. Upon completion of said leave of absence, the employee shall be entitled to return to the position said employee held immediately prior to his/her leave of absence, provided that said leave of absence is not longer than the equivalent of one (1) school year.

ARTICLE 4: ABSENCES (continued)**Section C: Leaves of Absence** (continued)

4. The employee must notify the Food Services Administrator of his/her intent to return to work from a leave of absence at least thirty (30) days prior to the start of the semester for which he/she intends to return to work.

Section D: Personal Business Day

A personal business day for Food Services personnel shall be provided at the rate of one (1) day per year. Any unused portion of the personal business leave shall accumulate to a maximum of two (2) days.

Procedure for the administration of the personal business leave shall be governed by the following regulations:

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 the weekend or after school hours. Certain types of family obligations, legal commitments, religious observance, unusual circumstance related to professional growth and emergencies are considered to be justified for the utilization of the personal business policy. Unused personal business leave in excess of two (2) days shall be added to accumulated sick leave and stated separately at the beginning of the school year on the employee's accumulated sick leave card.
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.
3. If the nature of the leave is classified as an emergency, the S-55a may be submitted at the earliest possible time.
4. Personal business leave shall not be granted to employees for the purpose of seeking employment elsewhere.
5. 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 someone else.
6. If a reply to the S-55a has not been received prior to the date of absence, the employee must contact the building principal.

ARTICLE 5: SENIORITY

1. The administration will maintain an up-to-date seniority list, three (3) copies will be made available to the Association, and one (1) copy will be made available to each Food Services Manager as of October and March of each year.

ARTICLE 5: SENIORITY (continued)

2. Promotions shall be made according to seniority, ability and qualifications with equal weight being given to each factor.
3. New employees shall serve a probationary period of not more than twenty (20) days, and the Employer will advise the employee of successful completion.
4. Seniority shall start with the date of hiring for regular employees with continuous service.
5. Employees transferred to a different classification shall serve a probationary term of not more than ten (10) working days provided, however, the probationary term can be extended for an additional ten (10) days upon mutual agreement of the employee and his/her immediate supervisor. If said employee is not satisfied with the job to which he/she has been transferred, or if said employee does not satisfactorily complete the probationary period according to the supervisor, the employee will be returned to his/her former classification and job, and the reasons for failure to complete said probationary period successfully shall be given in writing to the employee within two (2) days of the return of the employee to the former classification and job.
6. Loss of Seniority: The length of service of an employee shall be unbroken. No prior period or periods of employment shall be counted for the purpose of seniority. However, the length of service of an employee shall not be considered broken when said employee is absent due to an approved leave of absence.
7. In case of layoffs or school closings, the employee with the least seniority and by job description shall be laid off first, regardless of whether service be in elementary, junior high or senior high. Seniority, ability and job qualifications shall prevail in that order with equal weight being given to each factor.
8. Job security will be assured as long as the employee functions satisfactorily.

ARTICLE 6: COMPENSATION**Section A: Wages**

The wages of the Food Services Employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part hereof.

Section B: Vacancies and Temporary Assignments

Temporary assignments for the purpose of filling vacancies of employees who are to be absent more than one (1) day because of illness or other acceptable reasons, shall be granted to the most qualified employee. All other factors being equal, length of service of the employee shall be considered.

Such employees shall receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 6: COMPENSATION (continued)**Section C: Certification**

Upon becoming certified by ASFSA, the employee will be paid a \$50.00 bonus. In addition, \$10.00 yearly will be paid for every State-wide training course completed. The employee must maintain their certification to continue to receive this bonus. It will be paid at the end of the school year.

Section D: Longevity

The hourly wage of each employee will be increased depending upon their length of continuous service with the Employer since their last date of hire as follows:

After six (6) years of service, an additional \$.10 per hour;

After eight (8) years of service, an additional \$.15 per hour;

After ten (10) years of service, an additional \$.20 per hour.

Section E: Severance Pay

Any employee who voluntarily terminates his/her employment with the District, or whose employment with the District is terminated due to subcontracting, shall receive severance pay as follows:

After ten (10) years of Kalamazoo Public School service: An amount equal to 25% of employee's unused sick leave at the current rate of pay.

After fifteen (15) years of Kalamazoo Public School service: An amount equal to 30% of employee's unused sick leave at the current rate of pay.

After twenty (20) years of Kalamazoo Public School service: An amount equal to 50% of employee's unused sick leave at the current rate of pay.

ARTICLE 7: JOB POSTINGS

1. Any job openings will be announced by the Department of Human Resources in a notice sent to Food Services Managers and Site Supervisors in all schools. 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.
2. Notice of job openings will be posted in a place available for viewing by all members of the Association in each building.
3. Said posting will remain for five (5) working days.
4. The employee with the most seniority and with the best qualifications 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.

ARTICLE 7: JOB POSTINGS (continued)

5. Job qualifications will be included in the notices.
6. If an employee applies for a job opening in compliance with the provisions in this Article and that employee is not chosen for said position, then he/she will be informed by the Department of Human Resources, the Administrator of Food Services or his/her designee as to the reason that employee did not receive the position posted. A list of employee applicants who apply for a transfer to another position will be given to the Association's president.

ARTICLE 8: GRIEVANCE PROCEDURE

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

2. Any grievance or complaint shall be presented to the employee's immediate manager or site supervisor for settlement. Any employee or group of employees who has a grievance must submit it to the manager or site supervisor within five (5) regularly-scheduled working days after the cause upon which the grievance is based. The employee's manager or site supervisor shall investigate the employee's complaint and, within five (5) regularly-scheduled working days after said complaint was received, discuss the complaint with the employee in question. 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 day, month, year, etc.; specify the section of the contract which has allegedly been violated; state the remedy requested; must be signed by the employee who is filing the grievance and must be presented to the Food Services Administrator and the Association within thirty (30) regularly-scheduled working days after the meeting between the employee and the employee's manager or site supervisor. 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 or the Association shall so indicate in writing, giving one (1) copy of the settled grievance to the employee's immediate superior.

STEP 2: If the grievance is not settled in Step 1 and the employee desires to appeal it to Step 2, such employee and/or an Association representative must present the grievance to the Director of Contract Administration within three (3) regularly-scheduled working days after the employee's supervisor gave the employee the written Step 1 answer stating the reasons why said answer is not acceptable. The Director of Contract Administration or his/her designee shall give the employee and/or the Association representative a written and signed Step 2 answer within ten (10) regularly-scheduled working days after the Director of Contract Administration receives the grievance at this step. If the answer is satisfactory, the Association representative or Employee shall so indicate it in writing, giving one (1) copy of the settled grievance to the Director of Contract Administration.

STEP 3: If the Director of Contract Administration, or his/her designee, does not settle the matter to the satisfaction of the Association within ten (10) working days, it may be taken to the Michigan Employment Relations Commission.

ARTICLE 8: GRIEVANCE PROCEDURES (continued)

STEP 4: If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Association of the Administration's Step 3 answer. If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing herein contained shall be construed to limit the authority of an arbitrator, in his/her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this state of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expense and fees of the arbitrator and the American Arbitration Association shall be shared equally.

Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Association. The Association shall promptly notify the Director of Contract Administration in writing as to the membership of its grievance committee and any changes therein.

Newly hired employees serving a probationary period may be laid off, terminated, or disciplined at the discretion of the Administration without recourse to the grievance procedure.

ARTICLE 9: EMPLOYEE PROTECTION

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 employees in case of lawsuit or court action, when in the proper and appropriate pursuit of their duties, with legal assistance.

ARTICLE 10: FAIR EMPLOYMENT PRACTICES

The Food Services Employees 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 11: 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.

ARTICLE 11: BOARD OF EDUCATION RIGHTS (continued)

The exercise of these powers, rights, authority, duties and responsibilities by the Board 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 12: PROHIBITED ACTIVITY

Both parties recognize the desirability of continuous and uninterrupted operation of the food services program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.

The Board also agrees that it will not, during the period of this Agreement, directly or indirectly, knowingly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 13: CONTRACTING AND SUBCONTRACTING OF WORK

The Board reserves the right to subcontract whenever such subcontracted services will provide more efficient services to the School District of the City of Kalamazoo.

In the event there is a layoff due to subcontracting, the Department of Human Resources will make every effort to assist in placing such employees in other available areas of employment for which the employees are qualified. The Board shall notify employees of subcontracting within forty (40) work days of the date of the subcontractor is to begin work.

ARTICLE 14: MISCELLANEOUS

The employees may join a health insurance plan administered by the Employer with premiums paid in full by the employee. Subscription to any plan by the employee is strictly voluntary.

Food Services employees will be honored at a School Employee Appreciation Day or Food Service Employees Appreciation Day. The day to be designated shall be mutually agreed upon by the Association and the Food Service Administrator.

ARTICLE 15: 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 effective 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

ARTICLE 15: DURATION OF THE AGREEMENT (continued)

the other party in writing at least sixty (60) days but not more than one hundred twenty (120) days prior to its expiration of anniversary thereof of its desire to amend or terminate this Agreement.

FOOD SERVICES EMPLOYEES
COLLECTIVE BARGAINING
ASSOCIATION

SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO,
COUNTY OF KALAMAZOO

By: ⁵⁻¹⁶⁻⁹⁰ Jean I. Nichols
Jean Nichols
Association President

By: Richard D. Fries
Richard D. Fries
Attorney/Chief Negotiator

By: J. Adams
James Adams
President Elect

By: Betty Bennett
Betty Bennett
Food Services Administrator

By: Terry Darcy
Terry Darcy
Contract Administrator

APPENDIX A
FOOD SERVICES EMPLOYEES

1990-91 Salary Schedule

<u>Step</u>	<u>FS-1</u>	<u>FS-2</u>	<u>FS-3</u>	<u>FS-4</u>	<u>FS-5</u>
4	6.96	7.28	7.61	8.29	8.38
3	6.36	6.75	7.13	7.66	7.77
2	6.00	6.41	6.79	7.28	7.37
1	5.59	6.01	6.43	6.73	6.80

1991-92 Salary Schedule

<u>Step</u>	<u>FS-1</u>	<u>FS-2</u>	<u>FS-3</u>	<u>FS-4</u>	<u>FS-5</u>
4	7.27	7.61	7.95	8.66	8.76
3	6.65	7.05	7.45	8.00	8.12
2	6.27	6.70	7.10	7.61	7.70
1	5.84	6.28	6.72	7.03	7.11

1992-93 Salary Schedule

<u>Step</u>	<u>FS-1</u>	<u>FS-2</u>	<u>FS-3</u>	<u>FS-4</u>	<u>FS-5</u>
4	7.60	7.95	8.31	9.05	9.15
3	6.95	7.37	7.79	8.36	8.49
2	6.55	7.00	7.42	7.95	8.05
1	6.10	6.56	7.02	7.35	7.43

FS-1	Assistant Servers and General Kitchen
FS-2	Bakers and CEC
FS-3	Site Supervisors
FS-4	Cooks
FS-5	CEC Head Cook

APPENDIX B**School Policy
Rules of Conduct**

Rules and regulations are necessary for the effective operation of the Kalamazoo Public Schools and to ensure the rights and safety of the employees. The evidence on which any action for discipline or discharge is based must be clear and factual. The question of fact in a particular case shall be subject to the grievance procedure, including mediation. All warnings, suspensions and ultimate discharges will be given to the employee in writing. The employee must acknowledge receipt of such written warning, suspensions and ultimate discharges. Failure to acknowledge receipt shall be a separate cause for discipline as set forth under Section 3 below.

Section 1: Causes for Discharge are:

- A. Falsification of personnel records.
- B. Petty theft or removal of school property without proper authorization.
- C. Possession of alcoholic beverages or narcotics on school property.
- D. Under the influence of alcoholic beverages or narcotics on school property.
- E. Deliberately restricting work performance, including, but not limited to, concerted action.
- F. Deliberate destruction of school's or other employee's property.
- G. Leaving the premises while on duty without permission of his/her immediate supervisor.
- H. Endangering other people through violation of safety practices.
- I. Repeated or continuous ineffective work of such low standard that it causes serious or frequent operating losses.
- J. Improper conduct on the job.
- K. Conviction of a felony.
- L. Insubordination. (Defined as: Absolute refusal to do what is asked.)

Section 2: Causes for suspension and ultimate discharge are:

- A. Smoking in prohibited areas.
- B. Distributing written or printed matter on school property, unless approved by Administration.
- C. Fighting on school property.

SCHOOL POLICY—RULES OF CONDUCT (continued)**Section 2** (continued)

- D. Use of vulgar or profane language in presence of, or overheard by, children, parents, or other school employees.
- E. Inability to cooperate and work well with others.

Action for these offenses shall be administered in accordance with the following schedule:

First offense—one (1) week without pay
 Second offense—discharge

Section 3: Causes for warning, suspension, and ultimate discharge are:

- A. Habitual absence and/or tardiness without justifiable excuse (three [3] times in a thirty [30] day period).
- B. Creating or contributing to unsanitary conditions or poor housekeeping.
- C. Threatening, intimidating, coercing, or interfering with fellow employees on school property.
- D. Mistakes due to carelessness.
- E. Failure to report personal injuries incurred during working hours.
- F. Violation of acceptable safety practices.
- G. Failure to notify the immediate superior of any absences or tardiness in advance unless such notification is absolutely impossible, in which case notification should be made as soon as possible.
- H. Failure to acknowledge receipt of a written warning, suspension or discharge upon presentation of same by the employee's supervisor.

Action for these offenses shall be administered in accordance with the following schedule:

First offense—warning
 Second offense—three (3) days time off without pay
 Third offense—one (1) week off without pay
 Fourth offense—discharge

These lists constitute some of the reasons for which disciplinary action will be taken. As situations arise which are not covered on these lists, action will be taken in the same manner and to the same degree. Four (4) infractions of the rules which call for warnings or suspension in any twenty-four (24) month period will be sufficient for discharge.

APPENDIX C

Uniforms

1. The KPS uniform color scheme will be navy, khaki and white.
2. During the length of this contract, two (2) cloth aprons in khaki with navy trim will be provided to each employee each year, to be returned if they quit.
3. Employees may choose uniform tops, slacks or skirts in any combination of navy, khaki and white.

Tops may be uniform tops, smock tops, tailored blouses, knit golf shirt style with color and buttons. They may be white, navy or khaki.

Tops may not be sweatshirts, tee shirts, sheer or sleeveless or have any pattern in the fabric.

Slacks and skirts must be cotton/polyester blend of an unadorned style. They may be navy, khaki or white.

Slacks and skirts may not be denim, wool, cordurby or patterned.
4. If the uniforms are ordered from the supplier selected by the Food Services Department, they may be charged to the Kalamazoo Public Schools. If they are purchased elsewhere, the employee will be reimbursed for the uniforms from their receipts.
5. Sixty-five dollars (\$65.00) per year will be allowed toward the purchase of uniforms.
6. Shoes must be enclosed: no open toes or heels, and have non-slippery and non-crepe soles.
7. Sweaters may not be worn because they have static electricity and attract hairs, etc. In cold weather, cotton turtlenecks may be worn under the uniforms tops. They must be in the coordinate colors of navy, white or khaki.
8. Employees may purchase additional uniforms and aprons at their own expense.







