

ARTICLES OF AGREEMENT

BETWEEN

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

AND

**FOOD SERVICES MANAGERS
COLLECTIVE BARGAINING UNIT**

2002-2004

39010

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AND
FOOD SERVICES MANAGERS
COLLECTIVE BARGAINING UNIT

2002-2004

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

Section B: Any grievance or complaint shall be presented to the Director of Food Services. Any employee who has a grievance must submit it to the Director of Food Services within five (5) regularly-scheduled working days after the cause upon which the grievance is based. The Director of Food Services 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 Director of Food Services within five (5) regularly-scheduled working days after the discovery of the occurrence of the event upon which it is based

The Director of Food Services 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 Director of Food Services.

STEP 2: If the grievance is not settled in Step 1 and the employee desires to appeal it to Step 2, such employee must present the grievance to the Assistant Superintendent of Human Resources, or his/her designee, within three (3) regularly-scheduled working days after the Director of Food Services gave the employee the written Step 1 answer stating the reasons why said answer is not acceptable. The Assistant Superintendent of Human Resources or his/her designee shall give the employee a written and signed Step 2 answer within ten (10) regularly-scheduled working days after the Department of Human Resources 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 Assistant Superintendent of Human Resources or his/her designee.

STEP 3: If the Assistant Superintendent of Human Resources, 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 4: 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 Assistant Superintendent of Human Resources, or his/her designee, in writing as to the membership of its grievance committee and changes therein.

STEP 5: 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-Mangers, hereinafter called the employees.

Section A. Salaried employees will work a minimum of seven and one-half (7 ½) hours per day. In addition, such employees will have a one-half (1/2) hour unpaid lunch.

Section B. Employees will report to work on Monday of the week teachers return to work. The work year will end when year end reports are satisfactorily completed and the kitchen is cleaned and closed.

- Section 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.
- Section 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.), with the exception of taking care of delivery and cooking potentially hazardous foods that would otherwise spoil. In such instances, it is the managers' responsibility to call in another employee if the manager herself/himself cannot come in. However, employees will be required to work those days that school is rescheduled because of act of God days.
- Section E. All Saturday and/or Sunday work shall be voluntary.
- Section 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 one (1) week in advance.
- Section G. If an employee works on a day he/she is not otherwise scheduled to, the employee shall receive time and one-half (1½) his/her regular rate of pay.
- Section H. Overtime shall be defined as all hours in excess of forty (40) hours per week.
- Section I. Employees shall receive comp time when they work or are required to attend meetings longer than 7 ½ hours a day. Comp time can be taken at the employee's discretion provided it does not interfere with the running of their kitchen.
- Section J. Notwithstanding any other provision of the Contract, the parties have agreed to the following in regard to compensatory time:
- Due to the nature of the Food Service Manager position (i.e.: the types of tasks regularly performed) and the annual salary associated with the position, Food Service Managers are considered Salary/Non-Exempt employees.
- Exempt means employees are not eligible to receive overtime pay.
Non-exempt means employees are eligible to receive overtime pay.

In previous years, comp time has been used in lieu of paying overtime.

The work rule regarding comp time has been developed, to improve upon the existing process whereby hours may be logged but not communicated with the Food Service Office. Enhanced communication will minimize the potential for financial "surprises" which the District cannot afford.

Work Rules:

1. Overtime and comp time must be pre-approved by the Director of Food Services, prior to working said time.
2. Comp time is to be taken within the school year and communicated to the Food Service Office via e-mail.
3. Comp time that absolutely cannot be taken during the same period must be documented and submitted at the end of the pay period to the Food Service Office.

Section K. All overtime work shall be approved in advance by the Director of Food Services. Employees shall be paid at one and one-half (1½) times their regular rate for work on Saturdays, and double time for Sundays and holidays.

Section L. The District will pay for all required classes.

Section M. Managers are required to take the Serve Safe Class, which will be paid for by the District. Those managers hired who have not taken the class will be required to take the next available one.

Section N. Managers who are required to report to their school due to cooler/freezer alarms shall be paid time and a half (1 1/2) for all time spent on such from the time of notification.

ARTICLE IV – WORKING CONDITIONS

Section A: VOLUNTARY TRANSFERS

If a manager voluntarily transfers to another school, the first twenty (20) working days will be a trial period. During this period, the manager may choose to return to his/her previous assignment. The District retains the right to move a manager who has voluntarily transferred back to his/her original position provided he/she is not successfully performing the duties of his/her current position during his/her probationary period.

Section B: UNIFORMS

Uniforms will be provided by the Kalamazoo Public Schools. The style will be chosen by the Director of Food Services and members of the Uniform Committee which will consist of a minimum of two (2) managers. Managers are required to wear the designated uniform. Each employee will be allowed new tops and pants per year from designated uniform shop or may purchase uniforms and/or shoes 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 \$100.00.)

Section C: APRONS

Aprons will be furnished by the Employer.

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 Director of Food Services 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.
- 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. Holidays occurring during illness shall not be considered deductible from the employee's sick leave accumulation.
- G. Employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.
- H. A doctor's certification may be required by the Director of Food Services when it seems advisable.
- I. Deductions from salary made under this policy shall be determined by Human Resources on a prorated daily salary basis.

3. FAMILY MEDICAL LEAVE ACT

As required by the FMLA, the District will provide covered employees up to twelve (12) weeks per year of unpaid job protected leave for certain family and medical reasons. Employees who have been employed for at least one (1) year, and have worked at least 1,250 hours over the previous twelve (12) months of employment, are eligible.

A. Purpose of Leave

Unpaid leave may be granted for any of the following reasons:

- i. To care for the employee's child after birth or placement for adoption or foster care;
- ii. To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
- iii. For a serious health condition that makes the employee unable to perform the employee's job.

B. Notice and Duration

- i. Advance Notice: When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When the need for leave is not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the District's operations. Failure to provide appropriate notice may result in the delay of leave.
- ii. Family Leave Period: Leave for a newborn or newly placed child may be taken only within twelve (12) months from the date of birth or placement and may only be taken continuously. If both parents are employed by the District, they may take a combined total of twelve (12) weeks of leave, not twenty-four (24) weeks.
- iii. Intermittent Leave: When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent basis or by arranging a reduced work schedule. An employee may be required to transfer temporarily to a position that can better accommodate an intermittent or reduced hours leave. Any employee taking intermittent leave must attempt to schedule the leave so as not to disrupt the District's operations. All time taken will count toward the employee's twelve (12) week annual entitlement for family and medical leave.
- iv. Notice Upon Return From Leave: If an employee returns from any period of absence which has not been designated as FML, and the employee wishes to have the leave counted as FML, the employee must notify Human Resources within two (2) business days of returning to work that the leave was for FMLA reasons. Failure to provide the necessary notice will prevent any subsequent assertion of FMLA protection for that absence.

C. Medical Certification

- i. Medical certification may be required to support a request for a leave because of a serious health condition. A second or third opinion (at the District's expense) may also be required. The District reserves the right to choose and determine the health care provider who will provide the second opinion. If the employee and the District's health care provider disagree on issues related to the employee's disability, a third health care provider will be selected by mutual agreement between the District and the Association to assist in resolving the questions or issues. When leave is required for a serious health condition, employees should provide the medical certification as soon as possible, but not later than fifteen (15) calendar days from the date the request for leave is made.
- ii. The medical certification must include the first anticipated date of absence from service, a diagnosis, a brief statement describing treatment, and the expected date of return.

For medical leave for the employee's own serious medical condition, the certification must also include a statement that the employee is unable to perform the essential functions of the employee's position.

The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include the dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

Any medical certification form that is returned without all of the required information will not be accepted.

- iii. Employees will be required, unless the District waives the requirement, to recertify the need for the leave at least every thirty (30) days. Employees on leave must call in and report to Human Resources on a periodic basis [at least every two (2) weeks] with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.
- iv. Fitness To Return To Work: Upon return to work from a leave due to an employee's serious health condition, the employee will be required to provide medical certification of his/her fitness for duty.

D. Wages and Benefits

- i. Leave will be unpaid except as covered by any paid time off, disability or workers compensation benefits, if applicable.
- ii. For up to twelve (12) weeks, the District will maintain the employee's health coverage under any group health plan. Any employee contributions to the health plan must be maintained during the leave to maintain coverage.

If the employee fails to make such contributions, the District may elect either to cancel health plan coverage (after 30 days) or to pay for the coverage and to obtain reimbursement by payroll deduction when the employee returns to work. The employee will be given notice of potential cancellation.

- iii. Any other benefit coverage which the employee wishes to maintain during FMLA leave is the responsibility of the employee. The employee shall either make arrangements for payments during the leave, or shall reimburse the District by payroll deduction at the conclusion of the leave.
- iv. Employees who fail to return from a leave will be obligated to reimburse the District for the cost of District's health coverage, except when the employees failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave, or other circumstances beyond the employee's control.

E. Coordination With Other Forms Of Leave And Paid Time Off.

FML is coordinated with other existing forms of leave and paid time off as follows:

- i. Work-related serious medical condition. When FML is used for the employee's serious health condition which is covered by the Workers' Disability Compensation Act, the provisions of that Act will apply.
- ii. Other serious medical condition of employee. When FML is used for a serious medical condition of the employee, the employee is required to use up all of his/her paid sick leave provided under Article IV.
- iii. All time off work which meets the definitions under FMLA will be charged against the yearly FML allowance. For example, whenever workers' compensation leave, a disability leave, or any other sick leave is due to a serious medical condition, all time off will be charged against the employee's FML allowance. Likewise, if an employee takes vacation or

uses other paid time off for any purposes covered by FMLA, all time taken will be charged against the employee's FML allowance. This subparagraph applies even when the employee makes no reference to FML at the time the employee requests or takes time off.

F. Return to Work

- i. Upon return from FML, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. The employee will not lost any employment benefit that accrued prior to the start of the leave.
- ii. Periods of unpaid leave will not be treated as credited service for purposes of benefit accrual, vesting or eligibility to participate in a benefit plan.
- iii. An employee who is off work because of his or her own serious health condition must provide a fitness for duty certificate verifying that he or she is able to perform the essential functions of his or her job. Failure to provide that certificate will result in the delay of the restoration of the employee's job and may result in the denial of the restoration of that employee's job and the termination of that employee's seniority.

G. Eligibility Year

The amount of FML available to an employee will be based on the 12-month period immediately preceding the date the employee uses any FML. The available leave will be the balance of the 12-week allowance which has not been used during the preceding 12 months.

H. Termination of FMLA Leave

An employee's FML and accompanying benefits will cease under the following circumstances:

- i. The employment relationship would have terminated if the employee had not taken FML;
- ii. The employee informs the District of his or her intent not to return from leave;
- iii. The employee fraudulently obtains FML; or
- iv. The employee fails to return from leave or continues on leave after exhausting his or her FML entitlement, unless permission to do so has been granted by the District in writing.

I. Extension of FML

Leaves in excess of twelve (12) weeks may be granted for the employee's own serious health condition in accordance with Article VII. Any request for an extended leave shall be in writing, stating reasons, signed by the employee, and given to Human Resources. Approval shall be at the District's discretion, and any decision shall be in writing. The District may require additional documentation, as well as a fitness for duty report from an MD, DO or qualified Psychologist of the District's choosing, before extending the leave or returning the employee to work from leave that extends beyond the employee's annual FMLA leave entitlement.

- J. In all respects, leaves of absence under Article VII shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

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: at ten (10) years, 35%; at fifteen (15) years, 50%; at 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, however in no case shall an employee be entitled to more than one hundred (100) days of accrued sick leave.

500/2.
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 to 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 195.

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 four (\$4.00) dollars per pay period, and this amount will be added to "wages earned." Also, there will be an offsetting charge of four (\$4.00) dollars per pay period 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.

Section I: CONTRARY TO LAW

If any provisions 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.

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 Director of Food Services.) When an employee is called to a meeting for the purpose of a reprimand, they must be notified that they have the right to Association 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 fifty (\$250) dollars per year
2. After ten (10) years of service, an additional three hundred fifty (\$350) dollars per year
3. After fifteen (15) years of service, an additional four hundred fifty (\$450) dollars per year
4. After twenty (20) years of service, an additional five hundred fifty (\$550) dollars per year
5. After twenty-five (25) years of service, an additional six hundred fifty (\$650) dollars per year
6. After thirty (30) years of service, an additional seven hundred fifty (\$750) dollars 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.

Section 2: Employees wishing to make use of the personal business leave must submit an S-55a to the Director of Food Services 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 Director of Food Services 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 Director of Food Services 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 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 (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, job qualifications, proven ability and seniority will be given equal weight in determining who is laid off. In cases where job qualifications and proven ability are equal, seniority shall be the determining factor. The Administration shall be the sole judge of job qualifications and proven ability. 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 Director of Food Services or his/her designee 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 employees 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.

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 food services 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 Association. The program will be MESSA Super Care I. The Board shall pay for single subscriber coverage.

This insurance program shall contain a \$5/\$10 drug card and a \$100/\$200 deductible.

Eligible Food Service Managers who participate in this program shall contribute \$23.06 per month by way of payroll deduction.

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, religion, height, weight or disability.

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 effective on July, 2002, and will remain in effect through June 30, 2004, 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. The salary schedule in Appendix A shall be effective only through June 30, 2004.

FOOD SERVICES MANAGERS
COLLECTIVE BARGAINING UNIT

SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO,
COUNTY OF KALAMAZOO

President – Negotiator

Director of Food Services

Food Services Manager

Attorney/Chief Negotiator

APPENDIX A

FOOD SERVICES MANAGERS AND COOK MANAGERS
SALARY SCHEDULE

Base Salary: \$23,091.82

NO INSURANCE: The "base" is increased by one half (50%) of the annualized *single subscriber* premium.

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

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

	<u>DAILY RATE</u>	<u>HOURLY RATE</u>
2002-2003	\$118.41	\$15.78

The Daily Rate is determined by dividing Salary 1 by 195. The Hourly Rate is determined by dividing the daily rate by 7.5.

Computer training hours will be paid at one and one-half (1 ½) times the regular rate of pay for any hours worked in excess of forty (40) hours per week, the prior approval of the Director of Food Services.

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 195 days is worked including holidays, the employee will receive additional pay at the hourly rate for all time worked.

The Central High School and Loy Norrix High School managers' base salaries shall be increased by twelve (12%) percent for each school year that those schools provide food for the County's Head Start programs.

The CEC manager's annual base salary shall be twelve (12%) percent higher than the base salary set forth in the chart above.

The District shall reimburse employees for loss, damage or destruction of personal property which was utilized in the performance of Food Services Managers' duties and which was damages as a result of the acts of students, School District employees or other individuals who are responsible for such loss. The District will reimburse the employee up to an amount equal to the deductible on the employee's insurance which covers the loss; but in no case shall such reimbursement exceed \$500.00. There shall be no reimbursement for any loss or damage in cases where the employee did not exercise reasonable care to secure and/or protect the personal property.

APPENDIX B

BONUS PAYMENTS

Bonus Payments (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 MSFSA, the employee will be paid a \$100 bonus. To continue to receive the yearly \$100, the employee must maintain his/her certification and membership. The employee will receive a \$12 bonus yearly for each statewide training class completed.

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

APPENDIX C

KALAMAZOO PUBLIC SCHOOLS Food Service Managers

Work Rules and Regulations for Support Employees

Policy and Intent

It is the policy of the Kalamazoo Board of Education to maintain fair and equitable work rules and regulations for all employees. Such work rules ensure the rights and safety of all employees. All evidence on which any action for discipline or discharge is based must be clear and factual. In the event a violation is covered under any Agreement, procedures for correction shall be provided for therein.

RESPONSIBILITIES

Human Resources

The Human Resources Department will review all discipline given to support employees and assure that just cause existed.

Immediate Supervisor

The immediate supervisor will carry out the disciplinary procedure in a timely and non-discriminatory manner. The immediate supervisor should always provide feedback when inappropriate behavior is observed or known. Such feedback and/or warnings should be based on a logical analysis of all information available.

Employee

The employee has the responsibility to behave in accordance with and be aware of the following rules:

Section I

Causes for discharge:

1. Falsification of personnel records, overtime slips, absence reports, time slips (and any other record or report.)
2. Stealing.
3. Three (3) consecutive working days (Saturdays, Sundays and holidays excluded) absence without notice to the Administration.

4. Restricting work performance, including but not limited to concerted action. (Any deliberate attempt by a group of employees to reduce or restrict work.)
5. Immoral, improper or illegal conduct.
6. Conviction of a felony.
7. Inability to perform duties assigned.
8. Insubordination (refusal to carry out a reasonable order.)

Section II

Causes for suspension and ultimate discharge:

1. Smoking in prohibited areas.
2. Vending, soliciting or collection of contributions unless approved by Administration.
3. Distributing written or printed matter on school property unless approved by Administration.
4. Sleeping on duty.
5. Fighting on school premises.
6. Repeated moving traffic violations within one (1) year while driving school equipment.
7. Leaving the premises (building) on duty without permission of the immediate supervisor.
8. Repeated or continuous ineffective work of such low standards that it causes serious or frequent operating losses. (Maintenance only – operational rules in Articles of Agreement.)
9. Possession of alcoholic beverages or narcotics on school property; or under the influence of alcoholic beverages or narcotics.
10. Destruction of schools' or other employee's property.

Actions for these offenses shall be administered in accordance with the following schedule: First offense – three (3) days off without pay; Second offense – discharge.

Section III

Causes for warning, suspension or ultimate discharge:

1. Habitual absence. (Tardy without prior approval. Three (3) times in a thirty (30) working day period.)
2. Wasting time.
3. Leaving assigned work area without permission during working hours.
4. Threatening, intimidating, coercing or interfering with fellow employees on school property.
5. Operation of machinery or equipment without proper authority.
6. Failure to report personal injuries incurred during working hours.
7. Violation of acceptable safety practices.
8. Failure to notify the immediate superior of any absence or tardiness in advance of the beginning of their shift, unless such notification is absolutely impossible. In which case, notification should be made as soon as possible.
9. Use of vulgar or profane language in presence of, or overheard by, children, teachers or parents.
10. Inability to cooperate and work well with others.

Action for these offenses shall be administered in accordance with the following schedule: First offense – warning; Second offense – three (3) days off without pay; Third Offense – discharge.

All infractions in Section II and Section III are in effect for a 36-month period. After 36 months, disciplinary acts are removed and the employee is moved one step back in the disciplinary procedure.

Food Service Managers

10/11

PROPOSALS OF
KALAMAZOO PUBLIC SCHOOLS

November 20, 2006

1. Article III, Section C:

Add the following phrase to the end of Section C:

"...unless the work schedule/meeting date schedule has designated such day as a work day."

2. The District can agree to adding a new subparagraph (a) to Article III, Section D as proposed by the Association.

3. The District proposes that a new Section be added to Article III as follows:

~~"Managers are required to be certified through the NRA Serve Safe Food Safety Certification or approved equivalent. As a condition of employment, the certification must be kept in current status as indicated by the certificate's expiration date. Those managers not certified upon their hire or transfer date shall be required to attend the first available class and testing session during their first year of employment."~~

4. Article IV, Section B:

The District can agree to the Association's proposal relative to making uniform allowance state "not to exceed \$120 per year."

5. Economic Proposal:

2005-2006

2.15% increase, effective July 1, 2005

Change to a \$10/\$20 drug card

2006-2007

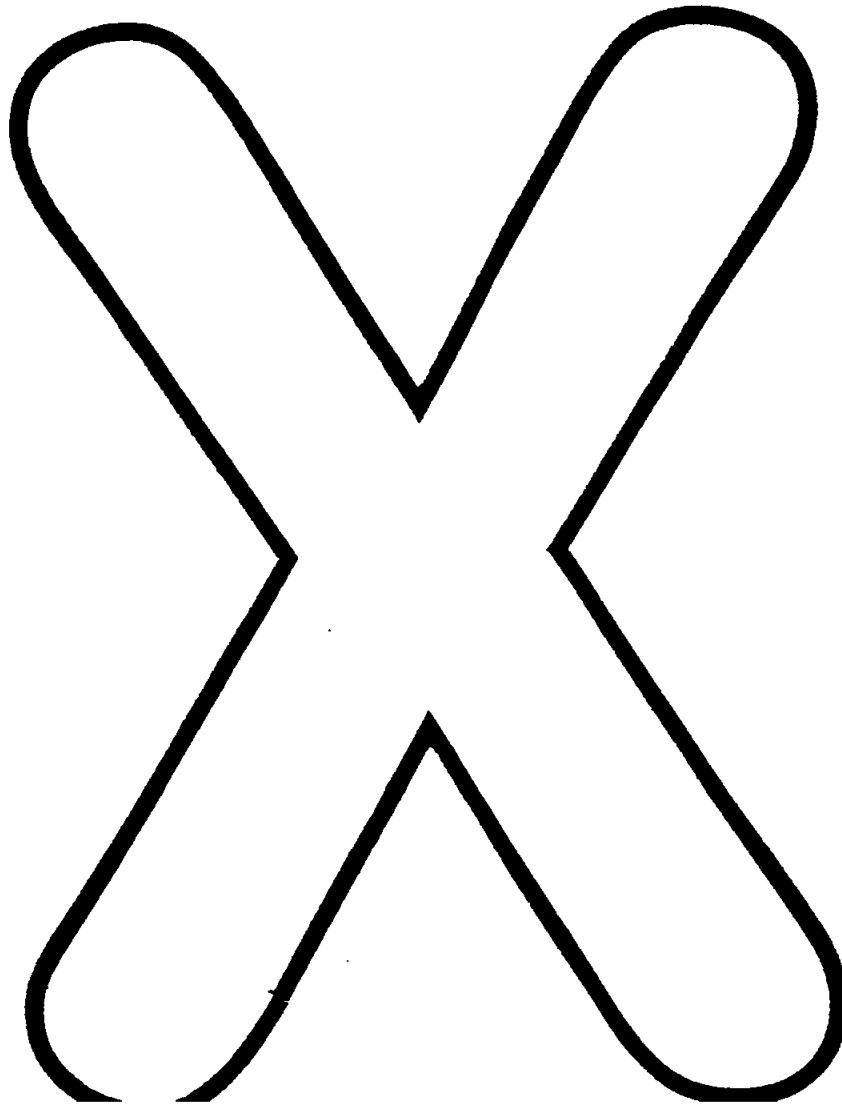
3.0% increase, effective July 1, 2006

A bonus check equal to .5% to be paid before the winter break. This check is based upon compensation related to normally scheduled hours.

Multi-Page Separator Sheet

NOTE: This separator page has been inserted to designate the beginning of a group of pages originally attached or grouped by staple, paper clip, folder, etc. This page is not part of the original document.

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