

AGREEMENT

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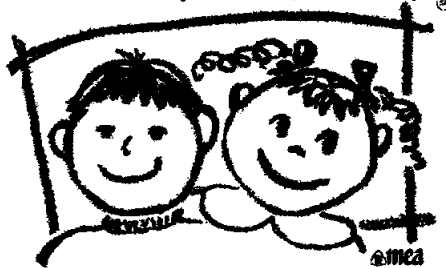
The School District of the City of Kalamazoo

And

KPS Food Services Bargaining Unit

2004-2006

PUBLIC SCHOOLS WORK[®]



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THIS AGREEMENT is between the Kalamazoo Public Schools, hereinafter referred to as the "Board", "Board of Education", "School District", "District" or "Employer", and the Food Services Employee Collective Bargaining Association, an affiliate of the Michigan Education Association, hereinafter referred to as the "Association."

ARTICLE I: RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Public Act 379 of 1965, as amended, the Board of Education hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to 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 serving an initial employment probationary period are excluded from the bargaining unit.
- B. Employees whose classification is not specifically listed shall be excluded from the Bargaining Unit. Administrative Employees, Food Service Managers, Summer Food Service Program Employees, Student Workers, Substitutes and Activity Helpers shall not be covered under this agreement.
- C. The District shall provide a copy of this Agreement to each employee and fifteen (15) copies to the Association within forty-five (45) days of ratification and signing of Agreement.
- D. After forty (40) working days in a position, a "Substitute", who is not replacing an employee on a leave, will become a member of the Bargaining Unit and placed on the seniority list.

ARTICLE II: WORKING CONDITIONS

A. Work Schedules

1. Food Service Employee work schedules will be assigned by the Director of Food Services, or his/her designee(s), prior to the beginning of the school year.
2. Employees are expected to work on days that Food Service Department is required to serve lunch to students. In addition, some Employees will be scheduled to work on days that the Food Service Department is required to serve breakfast to students.
3. Nothing in this agreement shall in any way limit any administrator, Food Service Manager, or any other individual from performing bargaining unit work, when in the judgment of the Employer, such is necessary.
4. 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 forty-five (45) days.

B. Extra Work Assignments and Extended Time

1. When staffing for absent employees, the Food Service Manager shall offer Employees within that kitchen the opportunity to move up into jobs with more hours, according to their qualifications and ability to perform the tasks associated with the position(s), prior to offering the work to a Substitute or temporarily filling the position themselves.
2. When staffing for additional work (i.e.: special functions or other extra work) the Food Service Manager shall offer Employees in that kitchen the opportunity to work additional hours, provided they are qualified and have the ability to perform the necessary tasks.
 - a. Exceptions:
 - 1) This provision is not required if it causes an Employee to exceed forty (40) hours per week.
 - 2) It is mutually agreed and understood that Food Service Managers may be required to be available for special functions. In those cases, Food Service Managers may assist in performing whatever functions necessary to ensure customer satisfaction.

Article II: Working Conditions, 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 and/or Director of Food Service. 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.
5. Additional time in excess of scheduled hours shall not be worked by any Employee without prior authorization from the Director of Food Services, or the Food Service Manager.

C. Inclement Weather

1. When schools are closed by the Superintendent because of inclement weather or other unforeseen reasons, 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 day until it is rescheduled.
2. Food Service employees will be entitled to two (2) hours call-in pay if the schools are closed by the Superintendent or his/her designee following the start of the employee's shift. If the decision to close the school is made and communicated prior to the start of the employee's shift, there is no obligation for call-in pay.

D. 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.

E. Physical Examination

Each Food Service Employee must complete a pre-employment physical examination by the school physician. The cost of the physical examination will be paid by the Board of Education.

F. Personal Appearance

The Food Service Director shall post those general work rules, which pertain to the appearance and health standards of the Employees. Employees shall use a mutually agreed to hair restraint, when necessitated by hair length, to prevent the contamination of food.

G. Rest Breaks

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

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 paydays according to the schedule set up at the beginning of each school year.

I. Attendance at Meetings

All Employees are expected to attend meetings scheduled by the Food Service Director or Food Service Manager. Employees shall be paid for all time actually spent in attendance at said meetings.

J. Training

1. New employees must be given an orientation session, which provides an overview of the District, the Food Service Department and Employee expectations. Three (3) orientation sessions will be provided each year. Employees must attend the session that is closest to their first day of employment.

Article II: Working Conditions, Continued

2. Employees shall be provided with training on equipment they will be required to use in the performance of their assigned duties prior to being allowed to use such equipment.
3. The Food Service Director will offer a training session for Site Supervisors and one "lead" person in each self-contained kitchen on basic first aide, CPR, and assistance for chocking, conducted by a certified trainer. Additional employees may attend on an as approved basis.

K. Job Tasking Sheets and Job Descriptions

Employees shall be provided with Job Tasking Sheets at the beginning of each school year by the Food Service Manager or Site Supervisor. Copies of Job Taking Sheets shall be provided to the Association President upon request. New employees shall also be given Job Tasking Sheets when hired, or transferred from another position during the school year.

L. Evaluation

New employees will be evaluated by his/her immediate supervisor near the thirtieth (30th) work day. Additional evaluations will occur at the end of the 1st, 2nd, 3rd, and every third year thereafter utilizing the evaluation form (See Appendix F).

- M. In no case shall an employee be responsible for transporting food or conducting inventories of food or supplies. An employee may be required to assist a manager with monthly or year end inventories.

N. Just Cause

The Employer must have just cause to discipline and/or discharge an employee.

ARTICLE III: COMPENSATION

In accordance with Federal Labor Standards Act, Employees shall be compensated for all hours worked. Hours worked shall include time spent at orientation, at training sessions, at mandatory meetings, as well as hours worked in addition to regularly scheduled hours.

A. Wages

The wages of the Food Services Employees are set forth in Appendix A of this Agreement.

B Extra Work Payments

1. Time and a half shall be paid to an Employee who has worked more than forty (40) hours per work week. Time and a half will be paid for Employees who work at special functions after 4:00 p.m. provided, however, that managers shall not be required to use bargaining unit employees for special functions. Time and a half will be paid for any work performed on a Saturdays or Sundays.
2. If Employees are temporarily filling in for another Employee who works in a classification with a higher rate of pay, that Employee shall receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

C. Holiday Pay

1. All Employees shall be compensated for the following holidays: Thanksgiving, Christmas, and Memorial Day.
2. Holiday pay is to be based upon the employee's regularly scheduled number of work hours.
3. To receive compensation for said holidays, the Employee must work the day prior to and the day following the holiday. If the employee is absent, a doctor's slip must be produced, if the employee is to be paid for the holiday.
4. If an Employee is sick on a designated holiday, he/she shall receive pay for the holiday and shall not have that day charged against his/her sick leave credit.

D. 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 service with the Kalamazoo Public Schools: an amount equal to 25% of Employee's unused sick leave at the current rate of pay.
- After fifteen (15) years of service with the Kalamazoo Public Schools: an amount equal to 30% of Employee's unused sick leave at the current rate of pay.
- After twenty (20) years of service with the Kalamazoo Public Schools: an amount equal to 50% of Employee's unused sick leave at the current rate of pay.

E. Certification

Upon becoming certified by ASFSA, the Employee will be paid a \$50.00 bonus. In addition, \$15.00 will be paid each year for every statewide training course completed. The Employee must maintain their certification and membership to continue to receive this bonus. It will be paid at the end of the school year. The District will pay the registration fee for the State-wide Safety and Sanitation Training Course for Employees who voluntarily elect to take the course.

F. Manager Substitute

1. The position of Manager Substitute will be designated in each work site where a Food Service Manager is assigned.
2. In the mutual interest of the Board and the Association to further develop and promote existing Employees, the Board will informally solicit Association Employees to serve as the substitutes for the Food Service Manager. The Board, however, reserves the right to select the Manager Substitutes at each site.

3. An Association Employee may voluntarily agree to serve as the substitute for the Food Service Manager. The designated Employee understands and agrees that the assignment is for the period of one (1) school year and that he/she will be responsible for all duties and responsibilities associated with the Food Service Manager's position. Training will be provided for the designated Employees, as deemed necessary by both the employee and the Food Service Manager. The selection of the Manager Substitute at each applicable site will be completed within three (3) weeks of the start of each school year.
4. Compensation for the Manager Substitute position will be as follows:
 - a. For substitutions of more than five (5) days, the Employee will be compensated at 90% of the Food Service Manager's base pay when substituting for a Food Service Manager.
 - b. For substitutions of five (5) days or less, the Employee will be compensated an additional \$.75 per hour for each hour worked as a Food Service Manager.
5. The additional hourly stipend will be paid only for that period of time in which the Food Service Manager is absent from the worksite for more than a thirty (30) minute period of time.
6. This agreement shall also apply to other employees who are asked to serve in this capacity in the absence of the designated Substitute Manager.

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.
2. All Food Services Employees will receive a credit of four dollars (\$4.00) per pay period and this amount will be added to "wages earned." Also, there will be an offsetting charge of \$4.00 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 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

Article III: Compensation, Continued

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 Office, explaining that you as a Food Services Employee eat your meals at the District's expense and at the District's 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.

ARTICLE IV: ABSENCES

A. Personal Illness

1. Employees shall receive sick leave credit at the rate of one (1) day per month, with the full allowance for the year being credited at the beginning of the school year. New employees who have successfully completed their probationary period will not be credited with the full sick leave allowance for the year, but shall be eligible for sick leave at the rate of one (1) day per month during the first twelve (12) months of employment.
2. Employees are not 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.
3. 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.
4. 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 Director of Food Services.
5. An Employee's sick pay will be based on his/her scheduled hours.
6. Employees may utilize sick leave credits in either full day, or half day increments. Half day increments are defined as one half of the Employees scheduled hours.
7. When an Employee goes home sick after reporting to work, the Employee shall be compensated for any time worked and may also elect to use sick leave, provided said leave is in half day or full day increments, or may elect to not take sick pay.
8. A doctor's certificate is required to be submitted to the Food Service Director after an Employee has been absent for five (5) consecutive days due to illness. The District may ask for reasonable certification, at District cost, of illness any time an Employee's use of sick leave is of concern to the District.
9. In the event of an injury to an Employee while working for the Kalamazoo Public Schools, or an occupational disease related to employment, the employee will receive the difference between the compensation allowed for Worker's Compensation and his/her full salary, but not in excess

of the amount of the employee's accumulated sick leave. *The employee must contact the Human Resources Department at once when he/she is going to be off work due to a work-related injury or illness.*

10. Holidays occurring during illness shall not be considered deductible from the employee's sick leave accumulation.

B. Funeral Leave

1. Three (3) days will be allowed with pay, when requested, for each death in the immediate family. Two (2) additional days may be taken from accumulated sick leave. If there is no sick leave credit available, two (2) additional days may be taken without pay. For purposes of this Article, 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 with pay, when requested, for the death of a relative outside the immediate family, or for persons where the closeness of the relationship would warrant time off. Such time off shall be taken from accumulated sick leave.
3. Absences may be allowed due to the illness of members of the immediate family or household. Such absences are to be deducted from sick leave.

C. Jury Duty

An Employee who is required to appear for jury duty, 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.

D. Personal Business Day

1. One (1) personal business day shall be provided for each Employee at the rate of one (1) day per year.
2. Personal business days shall not be used to extend vacation and/or holiday time off.
3. Personal business days shall be used only in situations of urgency and for the purpose of conducting personal business, which is impossible to transact on the weekend or after work hours. Certain types of family obligations, legal commitments, religious observance, and emergencies are considered to be justifiable reasons for requesting a personal business day.
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. Procedures for the administration of the personal business days are as follows:
 - a. Employees wishing to make use of a personal business day must submit an S-55a Form to the Director of Food Services at least five (5) days in advance of the anticipated absence. When requesting personal business leave, the Employee must indicate one of the following reasons: "medical", "legal", "religious", "family obligation", "professional development", or "emergency". By doing so, the Employee attests that the requested leave is in accordance with the above provisions.
 - b. If the nature of the leave is classified as an emergency, the S-55 Form may be submitted at the earliest possible time.
 - c. If a reply to the S-55a Form has not been received prior to the date of absence, the employee must contact the building principal.
 - d. If a leave is denied the employee will be provided the reason for denial on the S-55a Form.
7. Any unused portion of the personal business leave shall accumulate to a maximum of three (3) days.

8. Unused personal business leave in excess of three (3) 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.

E. Leaves of Absence

1. Leaves of absence may be granted for up to the equivalent of one (1) school year to any Employee, provided said Employee has completed one (1) year of service as a Food Service 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 if in excess of 12 weeks.
 - d. Be counted for years of seniority.
 - e. 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 he/she held immediately prior to his/her leave of absence, provided that the leave of absence is not longer than the equivalent of one (1) school year.
4. The employee must notify the Food Service Director of his/her intent to return to work from a leave of absence at least thirty (30) days prior to the date for which he/she intends to return to work.
5. When an Employee requests a leave of absence due to illness, the employee may 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 Service Director.

F. Family Medical Leave Act

The Employer shall comply with the requirements of the Family Medical Leave Act pursuant to the District's policy.

G. Workshops, Conferences or Meetings

1. Employees may request to attend workshops, conferences, or Association business meetings. Such requests will be submitted on the S-55 Form, with appropriate Association authorization attached (see Appendix E). The District will fund five (5) days of such attendance and the Association may authorize a matching payment for up to an additional five (5) days of the Employee's daily wages. The District reserves the right to cancel this arrangement at any time beyond the expiration of this agreement.
2. Time off from work to attend conventions or 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.
3. Deductions from salary, as they relate to this Article, shall be determined by the Business Office on a prorated basis.

H. Scheduling of Vacation Time

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.

ARTICLE V: PROBATIONARY EMPLOYEES, SENIORITY, AND LOSS OF SENIORITY

A. Probationary Employees

1. New Employees shall serve a probationary period of thirty (30) working days, and the Employer will advise the employee of successful completion.
2. Seniority shall start with the date of hiring for regular employees.
3. Employees transferred or promoted to a different classification shall serve a probationary period of 10 working days, provided, however, the probationary term may 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.
4. When a Food Service Employee is appointed to a position in the Food Service Managers' Unit, that Employee will be in a probationary period for the first thirty (30) school days as a manager. If during said thirty (30) day period the Employee returns to the Food Service Employees' Unit, he/she shall be returned to his/her former position. During the thirty (30) day trial period the employee's position shall be maintained for his/her potential return.

B. Seniority

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 on or near October 1st and March 1st of each year.

Article V: Probationary Employees, Seniority & Loss of Seniority, Continued

C. Loss of Seniority

1. An Employee's seniority shall be terminated when he/she is terminated from employment, resigns, or retires.
2. An Employee's seniority shall be terminated when he/she is absent from work for three (3) consecutive working days without notifying his/her immediate supervisor.
3. An Employee's seniority shall be terminated if he/she does not return to work after being recalled from a layoff.
4. An Employee's seniority shall be terminated if he/she does not return to work upon the expiration of a leave of absence.

ARTICLE VI: LAYOFF AND RECALL

- A. Layoff Defined: A layoff shall be defined as a necessary reduction in the work force, beyond normal attrition, due to a shortage of work, a lack of funds or a change in operational procedures. A reduction in hours of an existing position does not constitute a layoff.
- B. Notice: Employees shall be provided with advance written notification of at least thirty (30) working days prior to the effective date of the layoff.
- C. Procedure: In the event of a layoff, the Board shall first lay off the employee with the least seniority within the affected job classification. In no case shall a new employee be employed by the Board while there are laid off employees who have ability to perform the required work.
- D. Bumping Rights: An Employee who has been laid off may exercise his/her right to retain a position by bumping into a position within their classification held by a less senior Employee ("classification" is defined as FS 1, FS 2, FS 4, or FS 5). When bumping into a position, the Employee must have the necessary ability and job qualifications to perform the work. In the event the Employee's seniority does not allow him/her to bump into a position within his/her classification, or a position within a higher classification is eliminated, the Employee may either bump into the position held by the least senior Employee in another classification, or, elect to accept the layoff. When an employee exercises his/her right to bump into another position held by a less senior employee, the employee exercising the right may bump into any classification in which they have previously worked. The foregoing is applicable in either a layoff or the closing of a work site.
- E. Substituting and Continuance of Benefits: A laid off Employee shall, upon application and at his/her option, be granted priority status on the substitute list, according to his/her seniority.
- F. Recall from Layoff: Employees shall be recalled to their job classification in inverse order of their classification seniority.

- G. Notice of Recall: Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled Employee shall be given at least ten (10) working days from mailing of said notice to report for work. The Board may fill the position on a temporary basis, until the recalled Employee has reported to work, or rejected the position. Employees recalled to work for which they are qualified are obligated to take said work.
- H. Retention of Recall Rights: Employees on layoff shall retain their seniority for the purpose of recall for a period not to exceed eighteen (18) consecutive months.

ARTICLE VII: VACANCIES, TRANSFERS, NEW POSITIONS AND PROMOTIONS

A. Job Postings

1. In the event an existing job becomes vacant, or a new job is created, such job openings shall be posted through the Department of Human Resources. Job postings shall be sent to Food Services Managers and Site Supervisors in all schools and posted in a place available for viewing by all members of the Association in each building for five (5) working days.
2. If no employee applies in writing within the five (5) day posting period, the administration may fill the opening from outside the Association.
3. Job qualifications will be included in the job postings.
4. During a posting period, a vacancy shall be temporarily filled by offering the position to current Employees within the affected kitchen. Such opportunities shall be offered in accordance with the provisions set forth in Article II, Paragraph B, Subparagraphs 1 and 3.

B. Awarding of Vacancies, Transfers and Promotions

1. Seniority, previous work record, and qualifications will all be considered and given equal weight in the selection process. If the previous work record and qualifications between eligible bidders are the same, the individual with the highest seniority will be selected to fill the vacant position.
2. If an Employee applies for a job opening 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 Employees who apply for a vacant position will be given to the Association's President and Treasurer.

C. Limitations of Bid Rights

If an Employee applies for a job opening and is awarded that position, that Employee is ineligible to bid on, or apply for any new job opening that is of the same or lesser pay grade within the next three (3) months. However, if the opening would result in an increase in work hours, an increase in his/her hourly rate of pay, or when the position would facilitate personal transportation, or child care concerns, the Employee is eligible to apply for the opening.

ARTICLE VIII: GRIEVANCE PROCEDURE

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

- B. Any grievance or complaint shall be presented to the Employee's immediate manager or the Food Services Administrator for settlement. Any Employee or group of Employees who has a grievance must submit it to the manager or the Food Services Administrator within five (5) regularly-scheduled working days after the cause upon which the grievance is based. The Employee's manager or the Food Service Administrator 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 on the form shown in Appendix D of this Agreement, 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 or the Association and must be presented to the Food Services Administrator and the Association within ten (10) regularly-scheduled working days after the meeting between the Employee and the Employee's manager or the Food Service Administrator. The Food Services Administrator shall give a written answer to the aggrieved Employee and/or the Association 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 manager or the Food Service Administrator.

STEP 2: If the grievance is not settled in Step 1 and the Employee or the Association desires to appeal it to Step 2, such Employee and/or an Association representative must present the grievance to the Assistant Superintendent of Human Resources or his/her designee within five (5) 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 Assistant Superintendent of Human

Article VIII: Grievance Procedure, Continued

Resources or his/her designee shall meet and discuss the grievance with the Employee and the Association within five (5) regularly-scheduled working days after its appeal to Step 2. The Assistant Superintendent of Human Resources 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 Assistant Superintendent of Human Resources or his/her designee 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 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 the matter to the satisfaction of the Employee or the Association, the grievance may be appealed to the Superintendent or his/her designee within ten (10) working days. The Superintendent or his/her designee shall meet and discuss the grievance with the Employee and/or the Association within ten (10) regularly-scheduled working days of its appeal to Step 3. He/she shall give the Employee and/or the Association representative a written and signed Step 3 answer within fifteen (15) working days of the Step 3 meeting.

STEP 4: If, at this point, the grievance has not been satisfactorily settled, either the Association or the Employer 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 Superintendent'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

Article VIII: Grievance Procedure, Continued

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 Assistant Superintendent of Human Resources 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 IX: 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 X: 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, protected disability, height, weight, marital status or familial status.

ARTICLE XI: 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 the 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 may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE XII: 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 XIII: 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 the subcontractor is to begin work.

ARTICLE XIV: MISCELLANEOUS

The Employees may join a health insurance plan administered by the Employer with premiums paid in full by the Employee. The Employees may participate in the Blue Care Network program made available by the Employer. 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 XV: ASSOCIATION RIGHTS

A. Dues and Fees

1. Following the first thirty (30) days of employment, all Employees shall, as a condition of employment, become members of the Association or pay to the Association a fee equal to the amount of Association professional dues.
2. Employees shall make full payments directly to the Association or authorize payment to the Association through payroll deduction by October 15 of each year. Forms for such authorization shall be provided by the Association.
3. Employees who fail to make such payment or fail to authorize such deduction shall be discharged by the District upon receipt of written demand by the Association.
4. The Payroll Department shall make nineteen (19) equal deductions beginning the first pay day in October and continuing for the next eighteen (18) successive pay days. On the next work day following the pay day, the Payroll Department shall forward to the Association membership Chairperson a check for the total amount deducted together with a list of all members for whom a deduction was made, and the amount of each. An Employee who requests payroll deductions for dues shall pay the full dues once a deduction has been made.
5. The Association agrees to indemnify the District against any claim brought by a discharged Employee as a result of the enforcement of this Article.
6. Upon appropriate written authorization from an Employee, District shall deduct from the Employee's salary appropriate the remittance for annuities, credit union, savings bonds, charitable donations or other plans for programs jointly approved by the Association and the District.

B. The Association shall have, in addition to other rights expressly set forth herein or provided by law, the following rights:

1. When the District is contemplating a policy, decision or action that would have a significant impact on the terms or conditions of employment of the bargaining unit, it shall provide reasonable notice to the Association prior to the implementation of same.

Article XV: Association Rights, Continued

2. **Facilities and Equipment.** The Association shall have the right use of school buildings at reasonable hours for meetings. Such use shall be approved by the appropriate building administrator.
3. **Communications.** The Association may post signs and notices on the school bulletin boards.
4. **Board Communications.** Copies of the agenda for the official meetings (regular or special) will be mailed to the President of the Association prior to stated meeting. A copy of the proposed budget and budget comparison will also be provided when they are made available to the Board.

ARTICLE XVI: DURATION OF AGREEMENT

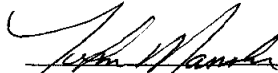
This Agreement is the complete agreement between the parties and replaces in every respect any other Agreement between the parties. This Agreement shall become effective upon execution, and will remain in effect through December 31, 2006 and will be automatically renewed for successive periods of one (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 of anniversary thereof of its desire to amend or terminate this Agreement.

**FOOD SERVICE EMPLOYEES
COLLECTIVE BARGAINING ASSOC.**



Charles J. Corella
MEA UniServ Director

KALAMAZOO PUBLIC SCHOOLS



John Manske
Attorney/Chief Negotiator

APPENDIX A

FOOD SERVICES EMPLOYEES 2005-2006 Salary Schedule

The 2003-2004- Salary Schedule shall be increased by 1.5%, effective July 1, 2005 through June 30, 2006.

STEP	FS-1	FS-2	FS-4	FS-5
1	\$7.63	\$8.21	\$9.20	\$11.20
2	\$8.20	\$8.79	\$9.95	\$11.59
3	\$8.70	\$9.23	\$10.45	\$12.09
4	\$9.53	\$9.95	\$11.34	\$12.99
*6	\$9.68	\$10.12	\$11.51	\$13.14
*8	\$9.97	\$10.39	\$11.78	\$13.39
*10	\$10.35	\$10.79	\$12.18	\$13.79
*15	\$10.67	\$11.12	\$12.56	\$14.20

*Steps 6, 8, 10, and 15 are longevity steps.

- FS-1 Assistant Servers and General Kitchen
- FS-2 Bakers, Head Start, and CEC
- FS-4 Cooks, Asst Cook CEC, CEC Fruit and Vegetable and Site Supervisors
(An Extra Duty Server will be compensated an additional \$1.00 per hour for all work performed at Kennedy and Vine.)
- 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 arbitration. 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. Any other offense of equal magnitude.
- K. Conviction of a felony.
- L. Insubordination. (Defined as: Absolute refusal to do what is asked.)

Appendix B: School Policy Rules of Conduct, Continued

Section 2: Causes for suspension and ultimate discharge are:

- A. Smoking in prohibited areas.
- B. Fighting on school property.
- C. Use of vulgar or profane language in presence of, or overheard by, children, parents, or other school Employees.

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

First offense - two (2) days without pay

Second offense - discharge

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

- A. Habitual absence and/or tardiness without justifiable excuse on three (3) separate occasions within 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.
- I. Distributing written or printed matter, other than Association materials or communications, on school property, unless approved by Administration
- J. Inability to cooperate and work well with others.

Appendix B: School Policy Rules of Conduct, Continued

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

First offense	—	verbal warning
Second offense	—	written warning
Third offense	—	one (1) to three (3) days 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

- A. The Employer will designate a vendor for the uniform shirt. No substitutions may be made for this shirt.
- B. Each year a committee comprised of six (6) Association members, two Food Service managers and the Food Service Administrator shall meet on or before April 1st to agree upon the uniform style and color for the following school year. If the committee has not reached agreement before May 1st, the Food Service Administrator shall determine the uniform style and color for the following school year. The Employees shall be notified of the uniform style and color for the following school year on or before June 1st.
- C. Two (2) aprons will be supplied each year. The current year's aprons must be returned if the Employee quits before the end of the school year. 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.
- D. Shoes must be enclosed; no open-toes or heels, and have non-slippery and non-crepe soles.
- E. The only sweaters allowed will be cotton knit cardigans in navy blue or white. In cold weather, cotton turtle necks, or long-sleeved shirts, may be worn under the uniform shirt.
- F. \$120.00 per year will be allowed toward the purchase of uniforms.
- G. After five (5) complete uniforms are acquired and if they are all in good condition, then the Employee may buy work shoes instead of slacks.
- H. Employees may purchase additional uniforms at their own expense.
- I. Any Employee who does not comply with the uniform code will be subject to progressive disciplinary action.
- J. It shall be the Employee's responsibility to launder, maintain and wear a clean uniform and apron daily.

APPENDIX D

**KPS Food Service
GRIEVANCE REPORT**

Grievance No. _____ Date Filed _____ Building _____
Name of Grievant _____
Assignment _____ **Submit to Food Service Director**

Step 1

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

C. Specific Section(s) Of Contract Alleged to Have Been Violated _____

D. Relief Sought _____

Signature of Grievant(s) _____ Date _____

E. Disposition by Food Services Administrator _____

Signature of Food Service Administrator _____

Date _____

F. Position of Grievant(s) _____

G. Position of Association _____

Step II

A. Date received by Human Resources _____

B. Disposition of Human Resources _____

Signature of Administrator _____ Date _____

C. Position of Grievant(s) _____

Signature _____ Date _____

D. Position of Association _____

Signature _____ Date _____

Step III

A. Date Received by Superintendent _____

B. Disposition of Superintendent _____

Signature of Superintendent _____ Date _____

C. Position of Association _____

Signature _____ Date _____

Step IV

A. Date Submitted to Arbitration _____

B. Party Submitting Dispute to Arbitration _____

C. Disposition and Award of Arbitrator _____

APPENDIX E

**KALAMAZOO FOOD SERVICES EMPLOYEE COLLECTIVE
BARGAINING ASSOCIATION**

REQUEST FOR RELEASED TIME FOR ASSOCIATION BUSINESS

NAME: _____ DATE _____

SCHOOL: _____

Date(s) of Absence: _____

Full Day _____ Half Day _____

Substitute Needed? YES _____ NO _____

Signed _____

Approved _____

KFS Association President

APPENDIX F

Overall Evaluation _____

**KALAMAZOO PUBLIC SCHOOLS
Employee Appraisal Form**

Name _____ Classification _____

School/Location _____ Date Employed _____

Time in Position _____ Date of Appraisal _____

Date of Last Appraisal _____

Rating Scale Defined:

- NOT APPLICABLE**—criterion not observed or doesn't apply to the position
- UNSATISFACTORY**—does not meet performance requirements consistently
- BELOW EXPECTATIONS**—does not meet performance requirements frequently
- MEETS EXPECTATIONS**—meets performance requirements frequently
- EXCEEDS EXPECTATIONS**—exceeds performance requirements frequently
- OUTSTANDING**—exceeds performance requirements consistently

A. Based on your appraisal of this Employee's performance, check the appropriate response.

	<u>NOT APPL.</u>	<u>UNSAT.</u>	<u>BELOW EXP.</u>	<u>MEET EXP.</u>	<u>EXCEEDS EXP.</u>	<u>OUT.</u>
1. QUANTITY OF WORK: (Does this Employee produce the amount of work necessary to meet the District's expectations within a reasonable time?)	_____	_____	_____	_____	_____	_____
2. QUALITY OF WORK: (Does this Employee produce the quality of work necessary to meet the District's job requirements?)	_____	_____	_____	_____	_____	_____
3. JOB KNOWLEDGE: (Does this Employee have a thorough knowledge and understanding of all facets of his/her job?)	_____	_____	_____	_____	_____	_____
4. INITIATIVE: (Is the Employee a self-starter, does this Employee initiate activity to the benefit of the District?)	_____	_____	_____	_____	_____	_____
5. DEPENDABILITY: (Is this Employee prompt, trustworthy, and conscientious in following policy and directives?)	_____	_____	_____	_____	_____	_____
6. CONSIDERATION OF OTHERS: (Is this Employee patient, understanding, considerate and courteous?)	_____	_____	_____	_____	_____	_____

	<u>NOT</u> <u>APPL.</u>	<u>UNSAT.</u>	<u>BELOW</u> <u>EXP.</u>	<u>MEET</u> <u>EXP.</u>	<u>EXCEEDS</u> <u>EXP.</u>	<u>OUT.</u>
--	----------------------------	---------------	-----------------------------	----------------------------	-------------------------------	-------------

7. SUPPORTIVENESS: (Does this Employee support the school system and his/her department once decisions are made?)

8. EVALUATION: (What is your overall opinion of this Employee's performance?)

B. EXPLAIN THOSE AREAS RATED BELOW EXPECTATIONS OR LOWER AS WELL AS RATING OF "EXCEEDING EXPECTATIONS" AND HIGHER (Be specific—if necessary, attach another page.)

C. PLANS FOR FUTURE ACTION

D. EMPLOYEE'S RESPONSE

Reviewer's Signature _____

Evaluator's Signature _____ Employee's Signature _____

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KAL-PORT CONSORTIUM

Serving Kalamazoo Public Schools
And Portage Public Schools

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John G. Manske, Attorney

MEMORANDUM

To: Kim Snow
From: John G. Manske
Date: June 21, 2007
Re: The Tentative Agreement with Food Service Employees

The Food Service Employees also received a retroactive increase of 2.5% for the 2006-2007 school year.

In addition, employees are receiving a payment of .5% for all regularly-scheduled hours. (Kim, if it is not convenient for you to figure on regularly-scheduled hours, I believe that you can also calculate this on total hours worked during 2006.2007.