

AGREEMENT

Between

COMSTOCK PUBLIC SCHOOLS

and

COMSTOCK SCHOOLS
FOOD SERVICE
EMPLOYEES' ASSOCIATION



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TABLE OF CONTENTS

AGREEMENT..... 1

Article 1 - RECOGNITION..... 1

Article 2 - EMPLOYEE'S RIGHTS..... 1

Article 3 - EMPLOYER'S RIGHTS CLAUSE 2

Article 4 - COMPENSATION 2

Article 5 - PROMOTION 5

Article 6 - LEAVE OF ABSENCE..... 5

Article 7 - MEDICAL EXAMINATIONS 7

Article 8 - DISCIPLINE PROCEDURE..... 7

Article 9 - GRIEVANCE PROCEDURE..... 8

Article 10 - SCOPE, WAIVER AND ALTERATION OF AGREEMENT..... 9

Article 11 - NO STRIKE OR WORK SLOWDOWN 9

Article 12 - DURATION..... 9

Schedule B - HEALTH INSURANCE - ANNUITY – HOLIDAYS..... 10

Attachment – Letter of Agreement regarding health insurance carrier

AGREEMENT

between

COMSTOCK PUBLIC SCHOOLS

and

COMSTOCK SCHOOL FOOD SERVICE EMPLOYEES' ASSOCIATION

2006-07

This Agreement entered into this first (1st) day of July, 2006 by and between the Comstock Public Schools of Comstock, Michigan, hereinafter called the Employer and the Comstock School Food Service Employees' Association hereinafter called the Association.

Witnesseth:

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is hereby agreed as follows:

Article 1 - RECOGNITION

The Employer hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment for all Food Service Employees employed by the Employer, not including supervisory personnel, substitutes or Employees working less than two (2) hours per day. The term Employee, when used hereinafter in the Agreement, shall refer to all Employees represented by the Association in the bargaining unit as defined above.

Article 2 - EMPLOYEE'S RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every Employee of the Employer shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining in regard to wages, hours and other terms and conditions of employment. As a duly elected body exercising governmental power under the law of the State of Michigan, the Employer agrees that it will not interfere with, restrain or coerce any Employee in the enjoyment of any rights conferred by Act 379; that it will not discriminate against any Employee with respect to wages, hours and other terms and conditions of employment by reason of their membership in the Association, their participation in any lawful activities in connection therewith, or their institution of any grievance, complaint or proceeding under this Agreement.

Article 3 - EMPLOYER'S RIGHTS CLAUSE

The Employer on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, including, but without limiting it, to the following rights: the executive management and administrative control of the school system, to promote, to demote, to direct the work force, to set hours of employment, to establish the length of the day, to transfer and other management functions. The exercise of these powers, rights, authority, duties and responsibilities by the Employer 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 4 - COMPENSATION

The salaries of Food Service Employees covered by this Agreement are set forth in Schedule A. In addition to the compensation indicated, the Employer will pay the Employee's contribution to the State Retirement Fund for the duration of this Agreement.

A. Basic Compensation

1. **Probation:** All new Employees will be on probation for a period of forty (40) working days at an hourly rate equal to \$0.25 below Schedule A.
2. **Seniority:** Employees shall be paid according to Schedule A.
3. **Substitutes:** Substitutes will be paid an hourly rate that does not exceed the hourly rate of an assistant server.
4. **Overtime:**
 - a. Employees will be paid time and a half for all hours worked beyond a regular eight (8) hour day or forty (40) hour work week.
 - b. Employees working the breakfast program will be paid at their regular hourly rate.
 - c. When an Employee is asked to return to school after leaving for the day (except for returning from serving breakfast, see b above) for a special assignment, the Employee will be paid \$1.00 per hour premium over their normal pay.
5. **Required Meetings:** Employees who are required by the Employer to attend meetings outside the regular work day shall be paid the contractual rate as outlined in Schedule A for their classification for the time spent at the required meeting.

B. Fringe Benefits

Fringe benefits will be available after successful completion of probation.

C. Classification

1. **Assistant Manager/ HS Cook**: An employee who is responsible for managing the base kitchen in the absence of the manager and doing the cooking.
2. **Assistant Manager/Cook/Nems**: An employee who is responsible for managing the Nems kitchen in the absence of the manager and doing the cooking.
3. **Cook/High School/Nems**: An employee who is responsible for cooking, including reading, understanding and following through on a recipe.
4. **Head Server/Cook**: An employee in the satellite kitchen who is responsible for the kitchen and knowledge of food preparation.
5. **Cashier/Cook Assistant**: An employee who counts and deposits all money, maintains records, assists the manager and cooks as needed. Examples: inventory and packing food carts.
6. **Head Server**: An employee in the satellite kitchen who is responsible for the kitchen.
7. **Worker/Server**: An employee who washes dishes, serves and performs other miscellaneous tasks at the base kitchen.
8. **Assistant Server**: Serves meals to students and/or performs other tasks under the direction of a head server.

D. Miscellaneous Compensation Items

1. **Temporary Promotion**: Any time an Employee works in a higher classification than his/her usual assignment, the Employee will be paid at the rate of the higher classification. It will be the Employee's responsibility to note the change in classification for each day worked in the higher classification on his/her time sheet.
2. **Temporary Reduction in Classification**: When the Employer causes an Employee to be involuntarily moved during the school year to a lower job classification, the Employee will receive the same hourly rate received in the original classification for the remainder of the school year, unless:
 - a. the reduction in classification was a disciplinary action or
 - b. the reduction in classification is the result to the Employee's inability to perform the higher classification.

At the beginning of the following school year, the Employee will be paid the rate of the classification at which the Employee is working.

3. **Reduction in Hours:** The Employer retains the right to add or reduce hours as needed. When staff hours are to be reduced, the Employer will reduce the hours of the least senior Employee in the classification to be reduced in the building. Should there be an Employee in another building, in the same classification, with less seniority than the reduced Employee, who gets more hours, the senior reduced Employee may bump the less senior Employee.

The Employer will not reduce an Employee for the sole purpose of reducing benefits. The Employer will not reduce an Employee's hours by hiring other part-time Employees. The Employer may reduce hours when the services are not needed. Whenever an Employee's hours are to be reduced the Association President will be notified and reasons provided.

4. **Notification of School Closing:** Employees who have not been notified by public announcement at least one and one half (1 ½) hours prior to their reporting time for work when school is canceled, will be paid a minimum of one (1) hour's work, or for the time worked, whichever is greater.
5. **Section 125 Plan:** The Employer shall implement a plan under Section 125 of the Internal Revenue Code covering bargaining unit employees. The plan shall provide for payment of the employee's share of health insurance premiums on a pre-tax basis and contain language complying with IRS regulations allowing for the payment of cash in lieu of health insurance, tax sheltered annuity contributions, and/or to direct their cost toward the purchase of any other available insurance options to the extent provided by law. The plan shall be drafted and administered by the Employer.

E. Uniform Allowance

Employees, after the completion of their probationary period, are required to wear a uniform and name tag. The District will specify uniforms and provide tops. The District will specify an appropriate non-skid work shoe and appropriate work pants. Employees will be reimbursed up to \$130 for the cost of pants and shoes. Uniform tops will be provided and will not be charged against the uniform allowance.

Receipts for the purchase of uniforms submitted to the Employer by September 15 will be reimbursed by October 15. Receipts submitted at other times during the year will be paid through the normal Board bill procedure.

The District will provide the association with examples of the specified uniforms and allow the association to comment on the uniforms. The District will have the right to specify the final uniform.

F. Terminal Pay

Each Employee who completes fifteen (15) years of service shall be entitled, upon retirement, to five hundred fifty dollars (\$550).

Article 5 - PROMOTION

Whenever a vacancy shall occur in the food service department, the Employer will post the position within twenty (20) days. A vacancy is a position that is available due to a resignation, dismissal, leave of absence of three (3) months or more, death of an Employee, or the creation of a new position. The senior Employee expressing interest in classification two – seven (2-7) will be promoted on a trial basis. The trial period shall be for twenty (20) work days. The former position of the promoted Employee will be filled on a temporary basis. Should the promoted Employee perform unsatisfactorily during the trial period, he/she will be returned to the former position. The Employer will consider applications of Employees when the Assistant Manager / Cook position is to be filled.

Article 6 - LEAVE OF ABSENCE

Benefits under "Leave of Absence" provisions of the Agreement are available to seniority Employees only.

A. Sick Leave

Employees shall be credited with ten (10) days per year plus the unused balance from previous years to accrue to a total not to exceed ninety (90) days. Sick leave may be used, with pay, for:

1. Personal illness
2. Illness in the immediate family (spouse, child or parent) residing in the Employee's household
3. The first two (2) occurrences of school closing due to an act of God each year.

B. Funeral Leave

1. In the event of each death in the immediate family or household, an individual is allowed, when requested, three (3) days off with pay:

Immediate Family: Father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, stepchild, grandparent, grandchild, brother-in-law and sister-in-law.

2. In the event of each death of a relative outside of the immediate family, or persons where the closeness of the relationship should warrant; time, not to exceed one (1) day will be allowed with pay to be deducted from sick leave to attend the funeral.
3. In the event of extenuating circumstances, additional days, with pay, may be granted by the food service supervisor in part one or two above. These additional days will be deducted from sick leave.

C. Personal Business Leave

Two (2) days leave of absence, with pay, will be granted, upon request, to transact personal business that cannot be transacted except during work hours. The procedure for requesting a personal day off is as follows:

1. A written request will be given to the food service manager at least two (2) weeks in advance of the day requested.
2. Requested day off will be granted on a "first come first serve" basis.
3. Management is to respond, in writing, within three (3) days of receiving a request.

D. Jury Leave

1. In the event an Employee is ordered for jury duty, the Employee shall suffer no loss of income. When the court reimbursement is less than the Employee's normal wages, the Employee may be credited and paid for regular time by endorsing the check from court over to the Employer.
2. The Employee shall suffer no loss of income when subpoenaed to appear in court in conjunction with duties as a school Employee. The Employee may also be absent from the work station without loss of pay for the time necessary to appear in court when subpoenaed in civil or criminal proceedings, not to exceed one (1) day per incident.

E. Leaves Without Pay

Employees who have a minimum of one year's seniority shall be eligible to apply for an extended leave, without pay, for illness, maternity or personal factors, provided:

1. Requests must be made in writing to the Food Service Supervisor.
2. Requests for medical or maternity leave must be accompanied by a physician's statement of reason.
3. The maximum length of the leave is one year. Upon returning from a one year leave of absence, an employee's options are as follows:
 - a. Employee can return to a position currently open, based on seniority.
 - b. Employee can return as a sub-worker, with lowest rate of pay per Schedule A, until a permanent position becomes available.
 - c. Fringe Benefits will be prorated based on the date employee returns to work.
4. The Employer reserves the right to approve or deny the leave.
5. The Employee shall not work for another Employer during the leave.
6. The Employee's seniority shall continue during the leave.
7. Employees returning from a leave of three (3) months or less shall return to their original assignment.
8. Pay shall cease during the leave, unless the Employee is otherwise eligible, (example: unused sick leave available and Employee is eligible.)
9. In addition to the above leaves, the provisions of the Family and Medical Leave Act of 1993 will be provided to eligible Employees. To be eligible, an Employee must have been employed for at least twelve (12) months and have worked 625 hours preceding the commencement of the leave.

Article 7 - MEDICAL EXAMINATIONS

A. New Employees

The Employer requires that all new Employees are to be screened by a physician. The exam will meet state and Employer requirements and be paid for by the Employer.

B. Additional Physical Exams

The Employer may require an Employee to submit to a physical examination to determine the existence of any condition which may impair the ability of the Employee to perform his/her duties or be detrimental to the health of the students or other persons. The president of the Association will be notified upon request of the Employee who has been directed to submit to a physical. This examination will be paid for by the Employer.

C. Tuberculin Tests

Test for tuberculosis, that is required by law or by the Employer, will be paid for by the Employer.

Article 8 - DISCIPLINE PROCEDURE

The Association recognizes the Employer's duty to maintain good discipline for the efficient operation of the school. To this end, the Employer reserves the right to discipline and discharge Employees for cause, except when such actions are arbitrary or discriminatory. The Employer recognizes the right of an employee to have Association representation, upon request, at the conference with the Employer when disciplinary action is to be taken. Discipline (except when the seriousness of the offence shall otherwise require), shall be progressively applied as follows:

A. Steps

1. FIRST OFFENSE: An oral warning documented by the Employer with a notation that it is an oral warning. (excessive absences, tardy, insubordination)
2. SECOND OFFENSE: A written reprimand signed in the presence of an Association representative with a copy to the Association.
3. THIRD OFFENSE: A written reprimand and suspension from one to five days, signed in the presence of an Association representative with a copy to the Association.
4. FOURTH OFFENSE: Additional suspension or termination signed in the presence of Association representative.

B. Exceptions

When the offense merits, the Employer has the right to terminate the Employee, or impose lesser appropriate penalties other than discharge without regard for the steps one

through four. When the Employer disregards these steps, the Association representative will be consulted.

C. Restoration of Status

After an Employee has been formally disciplined, the Employee may earn restoration of his/her status as an Employee in good standing. For each year of employment after the last discipline, the Employee shall be moved back one (1) step in the progressive disciplinary procedure until the Employee is considered to be at step one. All references to a disciplinary action shall be removed from an Employee's record after three (3) years of service without disciplinary action. It shall be the Employee's responsibility to request such removal at the end of three (3) years.

Article 9 - GRIEVANCE PROCEDURE

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

A. Step One

An Employee who believes he/she has a grievance shall first discuss the matter with his/her immediate supervisor within five (5) work days after the occurrence of the event upon which the grievance is based. It shall be the object of both parties to resolve the matter in this informal manner.

B. Step Two

Those grievances which have not been settled in Step One and are to be appealed to Step Two must be reduced to written form and presented to the Food Service Supervisor no later than five (5) work days after Step One or ten (10) work days after occurrence of the grievance. The Food Service Supervisor will respond within five (5) work days of receipt of the grievance.

C. Step Three

Those grievances which have not been resolved at Step Two may be appealed, no later than ten (10) work days, after the written grievance has been presented to the Food Service Supervisor, to the Superintendent or his designee for final consideration. The Superintendent's answer will be given no later than five (5) work days following his receipt of the grievance.

D. Step Four

Those grievances which have not been resolved at Step Three may be appealed, no later than ten (10) work days after the written grievance has been presented to the Superintendent, to the School Board for final consideration. The School Board's answer will be in writing no later than forty-five (45) days after the hearing.

Article 10 - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an Employee or group of Employees with the Employer unless the same has been ratified by the Union and executed in writing by the parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future of enforcement of the terms and conditions herein.

Article 11 - NO STRIKE OR WORK SLOWDOWN

The Association agrees that during the life of this Agreement it will not either directly or indirectly order, authorize, ratify or otherwise encourage any slowdown, work stoppage, limitation thereof or curtailment of work by the Food Service Employees.

Article 12 - DURATION

This Agreement shall be effective as of the first (1st) day of July, 2006 and shall continue in effect for one year until the thirtieth (30th) day of June, 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

For the Association:

Lisa Vanduyken
Edna Ballantyne
Bena Rhoades

For the Administration:

Todd D. Mora

For the Board of Education:

Haye S. Goldner

Date:

5/1/07

	2006-07
1. Assistant Manager/HS Cook	10.78
2. Assistant Manager/Cook/Nems	10.58
3. Cook/High School/Nems	10.48
4. Head Server/Cook	10.48
5. Cashier/Cook Assistant	10.05
6. Head Server	10.05
7. Worker/Server	9.73
8. Assistant Server	9.69

Schedule B - HEALTH INSURANCE - ANNUITY - HOLIDAYS

A. Health Insurance

The carrier and coverage will be mutually agreed upon by the Board and Food Service Employee Association. Insurance carrier as defined by letter of agreement.

1. Seven - Eight hours per day employees:

Employees may elect:

- a. The Employer contribution for health insurance as follows per month:
(effective at ratification)

\$312.76 for single subscriber health insurance
\$594.94 for employee and spouse health insurance
\$663.47 for employee and full family health insurance.

- b. The employee's contribution to health insurance will be deducted from their pay during the Employee's work year.

2. Four to less than seven hours per day employees:

- a. The Employer contribution for health insurance as follows per month:
\$136.35 for single subscriber health insurance.

- b. The employee's contribution to health insurance will be deducted from their pay during the Employee's work year.

B. Annuity

1. For four to eight hours a day employees:

- a. The Employer will provide an annuity of \$535.00 for employees not selecting health insurance. The carrier is to be determined by the Employer.

2. For two but less than four hour a day employees:

- a. The Employer will provide an annuity of \$310.00 for employees not selecting health insurance. The carrier is to be determined by the Employer.

C. Paid Holidays

Employees will be paid for the following holidays at the rate set forth in Schedule A for the number of hours the Employee normally works per day:

Labor Day	New Years Eve Day
Thanksgiving Day	New Years Day
Day following Thanksgiving	Good Friday (or substitute day)
Christmas Eve Day	Memorial Day
Christmas Day	

Letter of Agreement

It is hereby agreed between the Food Service Association and the Comstock Public Schools that the following represents the parties' understanding regarding the issue of selecting a health insurance carrier.

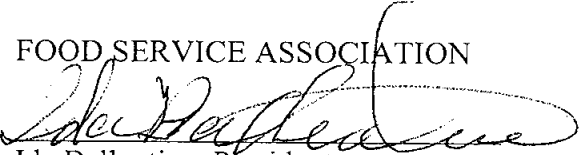
The selection of an insurance carrier that best meets the needs of the Food Service Association shall be the sole decision of the Food Service Association. When requested to do so the District will cooperate with the Association in the evaluation and selection of a health insurance carrier.

By June 30th, 2007 of this contract, the Association will notify the District of their recommendation for a health insurance carrier should they elect to make a change recommendation.

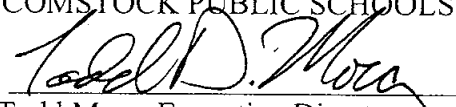
For the school year 2006-07 the Food Service Association has elected the following:

MESSA SUPER CARE I
\$100/\$200 Deductible
\$5.00/ \$10.00 Prescription Drugs

FOOD SERVICE ASSOCIATION


Ida Ballentine, President

COMSTOCK PUBLIC SCHOOLS


Todd Mora, Executive Director
of Finance and Operations