

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GULL LAKE COMMUNITY SCHOOLS
AND
GULL LAKE FOOD SERVICE ASSOCIATION

July 1, 2007 – June 30, 2010

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COLLECTIVE BARGAINING AGREEMENT

The AGREEMENT entered into as of the first day of July 2004 by and between the GULL LAKE COMMUNITY SCHOOLS, Counties of Kalamazoo, Barry and Calhoun, Michigan, hereinafter referred to as the "SCHOOL", and the GULL LAKE FOOD SERVICE ASSOCIATION hereinafter referred to as the "ASSOCIATION".

WITNESSETH:

For and in consideration of the manual covenants and agreement herein contained, it is agreed:

1. **RECOGNITION:** The SCHOOL hereby recognizes the GULL LAKE FOOD SERVICE ASSOCIATION as the exclusive bargaining representative for all persons employed or to be employed, in the school lunch program, excluding, however supervisory personnel. The term "EMPLOYEE" when used hereinafter in the AGREEMENT should refer to all persons represented by the Gull Lake Food Service Association in the bargaining unit as above defined.

2. **CLASSIFICATION OF EMPLOYEES:**

A. **FULL-TIME EMPLOYEES:** Is an employee who is scheduled to work four or more hours per day for each membership day.

B. **PART-TIME EMPLOYEES:** Is an employee who is scheduled to work less than four hours per day. A part-time employee will have the same working requirements as a "Full-Time Employee".

C. **PROBATIONARY EMPLOYEES:** All employees, during the first thirty days of work, after the date of hiring by the School, shall be on a probationary status and therefore may be subject to dismissal without show cause during that time. New employees will be appropriately trained during the probationary period. At the end of the 30 day probationary period, the Food Service Director, the acting supervisor or the School shall review the performance of the employee and make a decision; then notify said employee of that decision within five (5) days as of his/her working status. No probationary employee shall be considered a full or a part-time employee until the expiration of the probationary period and then only upon the recommendation of the supervisor to the administration. All applicable postings shall include notice that the position placement is subject to possible reversal should the vacating association member revert back to this position as per association agreement.

A probationary employee shall receive regular cooks' wages after fifteen (15) calendar days from their date of hire if he/she has a total of twenty (20) or more consecutive days worked as a substitute during the last calendar year.

3. **SENIORITY:**

A. Seniority shall begin to accumulate at the completion of the probationary period.

B. Employees who have the same date of hire, date of seniority will be determined by the last name in alphabetical order.

C. Vacancies will be filled based on seniority and qualification by the School and Director. Follow posting directions for submitting letter of interest.

To be eligible for consideration, an employee must have performed satisfactorily in his/her position and must be qualified to perform the duties of the new position. If a transferred employee does not perform the duties of the new position during the probationary period, which shall be twenty workdays, the school in its sole discretion may revert him/her to his/her former classification and such action shall not be the subject of a grievance. A transferred employee may revert back to his/her former classification during the probationary period with proper notice. Transfers will be made one at a time to prevent excessive bumping.

D. Employees shall receive full years' seniority if a minimum of 160 days is worked during the school year. The Administration has the right to waive the 160-day minimum due to sickness or accident. A doctor's slip will be required for more than five (5) consecutive sick days.

E. The president of the organization will be notified of all vacancies. Employees will be notified, if possible, before the end of the year of any schedule changes associated with their jobs.

4. **ABSENTEEISM:**

Employee with the highest seniority and qualifications will be given the opportunity to work any additional time. Remaining staff, based on seniority and qualifications, will "move up". If a substitute is required, substitute will work the shortest shift.

Upon the third (3rd) consecutive day, employee who assumes sole responsibility for the job will receive the higher rate of the absent employee, retroactive to the first day worked.

Planned absenteeism beyond three (3) days, all employees are eligible, subject to seniority, qualification, and availability to work the duration. If a substitute is not available, the absent employees time will be utilized by seniority and Food Service Directors approval.

5. **BUILDING CLOSURES AND POSITION ELIMINATIONS:**

If a building is closed or a position is eliminated, employee(s) affected may use their seniority to bump into another position.

A. Bid must be submitted in writing to Personnel at Administration.

6. **RELOCATION OF CENTRAL PRODUCTION KITCHEN:**

September 2007 the Central Kitchen will relocate to Gull Lake High School. The Head Cook/Manager and Distribution Manager will transfer and retain their titles, however working hours and responsibilities are subject to change.

All other positions, job descriptions and working hours as they pertain to, are subject to change.

7. **COMPENSATION:**

A. Compensation per hour will take place for 2007 – 2010 school years as stated on the following pages.

8. **HOLIDAYS:**

Employee shall receive the following holidays with pay, namely: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Good Friday and Memorial Day

A. If school is in session any of these holidays another day close to the day in question will be designated as the paid holiday. For example: if students are in school on Good Friday it is likely that spring break is within a few weeks of Good Friday. In such a case a day during spring break will be designated as the substitute paid holiday.

9. **PAID FACILITY MAINTENANCE:**

Kitchens in need of cleaning will have a designated cleaning day mid-year; date and hours will be determined by building manager and Food Service Director. Regular pay rates will apply.

A. **REQUIRED MEETINGS:** Employees who are required by the school or the Food Service Supervisor to attend meetings outside their regular work hours shall be paid the contractual rate for their classification for the time spent at the required meeting but not less than (1) hour. Employees attending meetings off the school campus shall also be compensated for mileage. Mileage forms will be provided.

10. **TERMINAL PAY:**

An employee, who has completed fifteen years of employment in cafeteria work, shall upon retirement be entitled to receive payment for one half (1/2) of accumulated sick days, up to 100 days (not to exceed 50 full days).

11. **CANCELLATION FOR LUNCH:**

- A. Employees will receive pay for their regularly scheduled hours for all days when school is cancelled (up to 4 days) due to inclement weather. Employees will not have to report to work on any inclement weather day. If there is a delivery or food care required, employee with the classification for the job will report at appropriate time and be paid additional hours required to perform the task. A one hour minimum will be paid to perform tasks
- B. On any day in which school is canceled or let out early each employee scheduled to work that has clocked in and started work shall be paid for all regularly scheduled hours and be permitted to leave after reasonable clean-up of work started. These days shall be separate and not included as inclement weather days. All kitchen management jobs need to be completed before leaving.
- C. Inclement weather shall take precedence over a personal or sick day.

12. **ANNUITY OR HEALTH INSURANCE:**

- A. Each employee working four (4) or more hours per day (full-time employee) and employee working less than four (4) hours per day (part-time employee) will receive toward an annuity or Board provided health insurance for the school year:
2007-2008 School year full-time \$100 per month, part-time \$80 per month
2008-2009 School year full-time \$105 per month, part-time \$85 per month
2009-2010 School year full-time \$110 per month, part-time \$90 per month
- B. In addition to the monthly annuity above all employees eligible for the uniform allowance shall receive a \$50.00 Board paid contribution to an annuity on the 1st payroll in December or the additional \$50.00 may be used toward the uniform allowance. Notification in writing is due to the Business Office for processing November 1st to be turned in with the clothing allowance.
- C. If a full time employee's hours are reduced to the level of a part-time employee's (by the employer), the annuity rate of Board provided health insurance for that employee is to remain at the full-time employee level for said employee until the end of the school year.

13. **UNIFORM ALLOWANCE:**

The uniform allowance for the **2007-2008** school year totaling \$190.00 with \$50.00 of the total going to an annuity or the clothing allowance.

The uniform allowance for the **2008-2009** school year totaling \$200.00 with \$50.00 of the total going to an annuity or the clothing allowance.

The uniform allowance for the **2009-2010** school year totaling \$210.00 with \$50.00 of the total going to an annuity or the clothing allowance.

Notice of employees' decision must be submitted in writing to the business office by November 1st.

Any new employee that has worked at least one month shall be entitled to one half of the total uniform allowance. Those employees that were hired by the first Monday of February of the previous year and again since September of the present school year are entitled to the entire amount. Receipts and approval must be turned in by November 1st of each year. Payments shall be made within 30 days.

DRESS CODE: Dress code is appropriate shoes (clean, closed-toes shoes with a sensible, non-slip sole). Navy Blue, black, or khaki colored slacks, shorts, or skirts at the appropriate length. Jeans may be worn on the last work day of the week but not included in the uniform allowance. Aprons are optional. Shirts must have a collar and a sleeve covering the shoulder, shirt colors not to be limited. Shirts must also be labeled visibly with "Gull Lake Staff".

14. **BREAKS:** Employees may be entitled to one 15 minute paid break if they work over four hours per day. The time of the break is to be determined by the Director and kitchen manager.

15. **CATERING:**

- A. Employees shall receive time and one half for any meals prepared or served outside of the regular cafeteria lunch hours between the time of 10:00 a.m. and 2:00 p.m. on days school is in session. On all other days before or after school, weekends, holidays, etc. of the calendar year, time and one half will be paid for all hours involved. A minimum of 1 hour will be paid for catering.
- B. Food Service Director will use a rotating seniority list. Employees will "sign up" for the coming year, employees who are interested must put name on the rotating list. A copy of the list will be provided to each building. If an employee is unavailable or passes when asked they will not be eligible until rotation comes to their name again.

16. **PHYSICAL EXAMINATIONS:**

- A. **PHYSICAL EXAMINATIONS:** A new employee may be required to submit a statement acceptable to the Board of Education of this School from a physician indicating satisfactory health before being allowed to assume duties in the school cafeterias. Upon presentation of a paid receipt, the school will reimburse the employee upon the completion of the probationary period.
- B. **POST-EMPLOYMENT PHYSICAL:** An employee who has been absent for an extended period due to injury or illness may be required to submit from a physician a statement acceptable to the Board of Education, indicating that said employee is in satisfactory health before being allowed to return to work.
- C. **PAID TEST:** Tests and vaccinations will be paid for by the Board when required by the Board.

17. **LEAVES OF ABSENCE:**

- A. **SICK AND PERSONAL DAYS:** Employees shall receive twelve (12) days per year for illness. Unused days will "roll over" to the next year. A sick day or (1/2) day may be used for a doctors appointment which cannot be scheduled outside of regular working hours. Attempts should be made to schedule appointments during off hours.
 - a. **PERSONAL DAYS:** Three (3) of the accumulative twelve sick days per year may be used for the purpose of attending to personal business which cannot be attended to outside of the regular scheduled hours. Requests for these days must be submitted as soon as possible.
 - b. **FUNERAL DAYS:** Three (3) of the accumulative twelve days may be used for family members (parent, child, spouse, brother, sister, in-laws, grandparents & grandchildren).
- B. **UNPAID DAYS OFF:** Unpaid time off requests will be submitted as soon as possible in advance. If two or more employees are requesting the same time off, highest seniority and attendance record will be used to determine who receives the time off.
- C. The administration may grant additional leave without pay up to one hundred days for an extended illness or other justified emergency.
- D. Sick leave will not apply to time, which is compensated for under Workers' Compensation.
- E. **JURY DUTY:** Regular wages will be paid, minus any compensation by the court, employees who report for duty and are dismissed from service, should not report to work without authorization from the Food Service Director. Refer to Supervisor for compensation procedures.

18. **DISCIPLINARY ACTION:** Should an employee become incapable of quality work due to consistent documented errors, said employee shall be given three (3) documented written warnings, which each will be signed by employee. Third warning may result in suspension (with or without pay), demotion or dismissal.

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

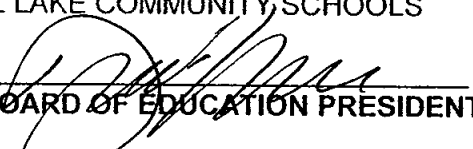
For the steps and time lines in the grievance procedure, see the next two pages.

20. DURATION OF AGREEMENT:

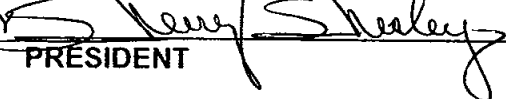
Term: This Agreement shall commence July 1, 2007 and shall continue in full force and effect until June 30, 2010.

Reopener: The wage scale shall be subject to be reopened for the 2008-2009 and 2009-2010 school years (years 2 and 3 of this contract).

GULL LAKE COMMUNITY SCHOOLS

BY 
BOARD OF EDUCATION PRESIDENT

GULL LAKE FOOD SERVICE ASSOCIATION

BY 
PRESIDENT

Gull Lake Community Schools
Food Service Grievance Form and Procedure

A grievance shall be defined as any dispute regarding meaning, interpretation or application of the terms and provisions of the master Agreement between a member of the Gull Lake Food Service Association and the Gull Lake Board of Education.

The Claim: Cite the section and page of the contract, which has been violated:

Section:

Page

Give the remedy being sought:

Give the name and position of the person filing the grievance:

Step One: Food Service Director Level – The employee with a grievance shall discuss the matter with the Food Service Director within eight (8) days of the occurrence with the object of resolving the matter informally.

Conference: Parties present

Disposition of the Food Service Director:

Signature

Date:

Disposition of the grievant after the conference:

Step Two: The Superintendent's Level – In the event that the employee is not satisfied with the disposition of her grievance at Step Two, she shall file, or have the Association file, within eight (8) working days the grievance with the Superintendent of Schools who shall have eight (8) working days in which to reply.

Date filed with the Superintendent

Initials of the Superintendent

Disposition of the Superintendent:

Date returned to the Association:

Initials of Association Member

Step Three: The School Board Level – In the event that the employee is not satisfied with the disposition of the grievance at Step Three, she shall within eight (8) working days ask for the Superintendent to place it on the School Board Agenda, which will be done within thirty (30) days. The Board will have thirty (30) days to respond. If the response is unacceptable to the grievant, she shall submit the grievance to the Michigan Labor Mediation Board for mediation.

Date appealed to the Board

Initials of Association

Date returned to the Superintendent

Initials of Supt.

Date of the Board Hearing:

Disposition of the Board:

Board President's Signature

Date:

The original copy shall be returned to the Association within two (2) weeks of the Board's decision.

Date copy was returned

Signature of Association Member

A photocopy will be kept by this Superintendent's of Schools

Step Four: The Mediation Level – Appeal to the Michigan Mediation Board.

Record of Food and Beverage Consumed Per Pay Period

The Internal Revenue Service requires that the value of food and drink consumed while on the job, and provided for by the organization, be reported as taxable income. The total of the food consumed each day may not be more than the equivalent of one meal. The food and beverage should be reported each pay period on this form that will be available to employees.

Employee Name: _____

Building: _____

DAY OF WEEK	DATE	FOOD/BEVERAGE	VALUE
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			
Total Value of Food and Beverage:			\$

Wage Schedule (increase of 2% on wages at step 1 with each step increment being \$.04)

Gull Lake Food Service Association
2007/2008 Wages

06/07 step 10.09 10.09 10.51 10.40 10.51 11.79

Baker/Food
Distribution

Step	Cashier	Cook	Manager	Manager 1	Manager2	Head Cook
1	10.29	10.29	10.72	10.61	10.72	12.03
2	10.33	10.33	10.76	10.65	10.76	12.07
3	10.37	10.37	10.80	10.69	10.80	12.11
4	10.41	10.41	10.84	10.73	10.84	12.15
5	10.45	10.45	10.88	10.77	10.88	12.19
6	10.49	10.49	10.92	10.81	10.92	12.23
7	10.53	10.53	10.96	10.85	10.96	12.27
8	10.57	10.57	11.00	10.89	11.00	12.31
9	10.61	10.61	11.04	10.93	11.04	12.35
10	10.65	10.65	11.08	10.97	11.08	12.39
11	10.69	10.69	11.12	11.01	11.12	12.43
12	10.73	10.73	11.16	11.05	11.16	12.47
13	10.77	10.77	11.20	11.09	11.20	12.51
14	10.81	10.81	11.24	11.13	11.24	12.55
15	10.85	10.85	11.28	11.17	11.28	12.59
16	10.89	10.89	11.32	11.21	11.32	12.63
17	10.93	10.93	11.36	11.25	11.36	12.67
18	10.97	10.97	11.40	11.29	11.40	12.71
19	11.01	11.01	11.44	11.33	11.44	12.75
20	11.05	11.05	11.48	11.37	11.48	12.79
21	11.09	11.09	11.52	11.41	11.52	12.83
22	11.13	11.13	11.56	11.45	11.56	12.87

Steps continue, not listed due only to space consideration

JA- 7-19-07
