



# MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION  
ARMADA AREA SCHOOL DISTRICT  
ARMADA, MICHIGAN

AND THE

ARMADA FOOD SERVICE ASSOCIATION

ARMADA, MICHIGAN

2021-2024

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## AGREEMENT

THIS AGREEMENT, entered into this 15<sup>th</sup> day of June, 2021 by and between the Board of Education of the Armada Area School District of Armada, Michigan, hereinafter referred to as the BOARD, and the Armada Food Service Association, hereinafter referred to as the ASSOCIATION.

WITNESSETH:

WHEREAS, the BOARD and the ASSOCIATION mutually recognize that well maintained school buildings are essential to quality education, and;

WHEREAS, the BOARD and the ASSOCIATION, as a result of deliberate and extended negotiations have agreed to the terms and conditions of employment of all members of the ASSOCIATION and are desirous of hereby confirming and reducing those agreements to writing;

NOW THEREFORE, in consideration of these presences, the mutual promises and covenants herein contained, it is agreed as follows:

### ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Armada Food Service ASSOCIATION as the sole and exclusive bargaining representative in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, for all full time and regularly scheduled part-time food service personnel for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment;

EXCEPTING HOWEVER, substitute, temporary, casual personnel, Supervisor of Food Service, and other supervisory personnel.

- B. The BOARD agrees not to negotiate with or recognize any labor organization other than the ASSOCIATION for the duration of this Agreement.
- C. Reference to Food Service staff shall include male and female gender.

### ARTICLE II - BOARD RIGHTS

- A. Authority:

The BOARD, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal laws, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its employees, properties and facilities.
2. To hire all employees and subject to the provisions of law, determine their qualifications, the conditions for their continued employment, their dismissal or demotion, and to promote and transfer all such employees.
3. To determine the hours, duties, responsibilities and assignments of food service staff.

B. Responsibilities:

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in connection thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms hereof in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III - ASSOCIATION RIGHTS

- A. The members of the ASSOCIATION shall have the right to participate in professional organizations and to negotiate or bargain collectively with their public employer through representatives of their own choice and shall not be discriminated against as a result of such activities. Members of the ASSOCIATION shall not be discriminated against as a result of instituting a grievance, complaint or proceeding under this Agreement or because they have given testimony or instituted proceedings under the law.

ARTICLE IV - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving the violation of a specific article or section of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
1. The termination of the services of any probationary employee
  2. The placing of a probationary employee on an extended probationary period as provided herein
  3. Any complaint for which there is another remedial procedure or forum established by law or regulation having force of law
- C. If the employee or ASSOCIATION does not process the alleged grievance with the Supervisor of Food Service at Level One within ten (10) work days following the date on which the alleged grievance occurred, then the grievance shall be considered waived.

D. Procedure:

Level 1 - Any employee or the ASSOCIATION shall discuss the alleged grievance with the Food Service Supervisor in an informal manner. The Food Service Supervisor shall have five (5) work days in which to resolve the problem.

Level 2 - Within five (5) work days of receipt of the decision of the Food Service Supervisor, the aggrieved employee or the ASSOCIATION may appeal to the Director of Business and Operations. The appeal shall be in writing, and shall specify the section of the Agreement allegedly violated and shall contain the reason(s) for the appeal. Within ten (10) school days after the receipt of the appeal, the said Director of Business and Operations shall render his decision in writing.

Level 3 - Within five (5) work days of the receipt of the written decision of the Director of Business and Operations, the aggrieved employee or the ASSOCIATION may appeal the decision to the Superintendent or his designee. The appeal shall be in writing and shall contain the same wording as the grievance filed with the Director of Business and Operations and shall contain the reason(s) for the appeal.

Level 4 - Within five (5) work days of the receipt of the written decision of the Superintendent or his designee, the aggrieved employee or the ASSOCIATION may appeal the decision to the Board of Education. The appeal shall be in writing and shall contain the same wording as the appeal filed with the Superintendent or his designee, and shall contain the reason(s) for the appeal.

ARTICLE V: DISCHARGE OR SUSPENSION

A. Notice of Discharge or Suspension

The Board agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the steward in the district of the discharge or suspension.

B. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district. Upon request, the Board or his designated representative will discuss the discharge or discipline with the employee and the steward.

C. Appeal of Discharge or Suspension

Should the discharged or suspension employee or the steward consider the discharge to be improper, a complaint shall be lodged through the regular grievance procedure.

## ARTICLE VI: SENIORITY-PROBATIONARY EMPLOYEES

- A. New employees hired in the unit shall be probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period, they shall be entered on the seniority list of their unit starting on their Board approved hire date. It is understood the bus drivers have their own separate seniority lists and shall only be accepted as such.
- B. The Association shall represent probationary employees for the purposes of the collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharged and suspended employees for other than Association activities.
- C. Seniority shall be on Bargaining Unit basis in accordance with the employee's last date of hire.
- D. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- E. The seniority list on the date of this Agreement shall show the names and job titles of all employees of the unit entitled to seniority.
- F. The Board will keep the seniority list up to date, and will provide the Association with up-to-date copies at the beginning of the school year.

## ARTICLE VII: LOSS OF SENIORITY

- A. The employee quits or retires.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure.
- C. The employee is absent for five (5) consecutive working days without notifying the Board. Such absence results in automatic discharge. The Board will send written notification to the employee, at their last known address, that their employment has been terminated and they have lost seniority.
- D. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.
- E. Return from sick leave and leaves of absence will be treated the same as three (3) above.

## ARTICLE VIII: SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Board and the Association. They shall be approved or rejected by mutual consent, in writing and signed by both parties within a period of twenty (20) days following the conclusion of negotiations.

## ARTICLE IX: LAYOFF DEFINED

- A. The word "layoff" means a reduction in the working force due to a decrease of work, or operating funds.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a District basis. Seniority employees will be laid off according to seniority. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for special conference and if not resolved, it shall then be subject to the final step of the grievance procedure (arbitration).
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days of notice of layoff except in short term layoffs caused by an emergency situation. The Local Association's secretary shall receive a list, from the Board, of the employees being laid off on the same date the notices are issued to the employees.

## ARTICLE X: RECALL PROCEDURE

- A. When the working force is increased after a layoff, the employees will be recalled according to seniority within their own classification. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If any employee fails to report to work within ten (10) days from date of mailing or notice of recall, they shall be considered a quit.
- B. The recall list shall be maintained by the Board for a period of three (3) years of length of seniority. Thereafter, an employee shall lose his right to recall.

## ARTICLE XI: VACANCIES

- A. The School District will publicize vacancies within the bargaining unit by posting in all cafeterias. Consideration for a vacancy shall be within the Job Classification.
- B. When a vacancy occurs in the Kitchen(s), the position shall be posted at least five (5) days prior to assignment. Employees may bid for a change in assignment when there is more than one-third (1/3) of an hour change in time worked. If more than one person bids within the job classification, the position will be awarded on the basis of seniority and other qualifications.



- C. When an employee accepts a new position, he/she will start at his/her current step.
- D. If a cashier or prep worker substitutes for a cook, the employee will be paid the cook rate and maintain his/her step.

#### ARTICLE XII: LEAVE OF ABSENCE

- A. Leaves of Absence without pay for periods not to exceed one (1) year will be granted, in writing, for the following reasons:
  - 1.) Maternity Leave
  - 2.) Illness Leave (physical or mental)
  - 3.) Prolonged Illness in the Immediate Family
  - 4.) For any other personal reasons, including child care, as approved by the Board

Upon written application, at least ninety (90) days prior to the expiration of the leave, the Superintendent may, at his discretion, extend the leave for one additional year.

- B. Employees shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them.
- C. On leave of absence for three (3) months or less, employees shall retain all fringe benefits paid by the Board. The provisions of the Family and Medical Leave Act shall be honored where not in conflict with this paragraph.
- D. An employee granted a leave of absence for a full semester or more must give written notice to the Superintendent at least thirty (30) calendar days prior to the expiration of their leave that they expect to return at the expiration of their leave.
- E. An employee who accepts other employment while on leave of absence shall be discharged from the district.

#### ARTICLE XIII: JURY DUTY

- A. An employee who serves on Jury Duty will be allowed time off the job for such service and be paid the difference between Jury Duty and their regular pay.
- B. The Board shall pay the difference between regular pay and witness fees for an employee who is subpoenaed to Court for school related matters only.

#### ARTICLE XIV: WORKERS' COMPENSATION

Each employee will be covered by the applicable Worker's Compensation laws.

#### ARTICLE XV: SICK LEAVE

- A. All Food Service employees covered by this Agreement shall accumulate one (1) sick day per month, not to exceed ten (10) days per year, with accumulation to one hundred and fifteen (115) days in their sick bank. An employee, while on sick leave or pregnancy disability, will be deemed to be on continued employment for the purposes of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
- B. After twelve (12) years of service, an employee shall receive fifty (50) percent of accumulated sick days upon retirement or death.
- C. Food Service employees returning from a sick leave of more than five (5) days will be required, on request, to verify their ability to work. Also, the Board shall have the right to request medical verification after (5) non-consecutive days of sick time.
- D. All unused sick, vacation and personal days shall be reported to each employee, a minimum of once a year.

#### ARTICLE XVI: FUNERAL LEAVE

Each employee shall be granted time necessary, not to exceed five (5) days, for a death in the immediate family without loss of pay. Immediate family is defined as husband, wife, children, step-children, father, mother, step-parent, father-in-law, mother-in-law, brother, sister, grandparent and grandchildren or any person living in the employee's household. One (1) bereavement day shall be granted for an aunt, uncle, sister-in-law, brother-in-law, niece or nephew.

#### ARTICLE XVII: PERSONAL LEAVE

Employees shall be granted a maximum of three (3) days per year with pay not deducted from sick leave in which the employee may conduct personal affairs which cannot be handled outside of the working day, the same to be requested in writing and approved by the supervisor.

#### ARTICLE XVIII: LIFE INSURANCE

- A. The Board agrees to pay the full premium of term life insurance for each Food Service employee, face value of \$10,000.00, while employed or laid off.

#### ARTICLE XIX: HEALTH

- A. All Food Service Association employees will receive an annual wellness stipend of \$450.00. This will be paid out the second pay in June.

ARTICLE XX: INCLEMENT WEATHER

Should school be canceled for conditions not within the control of school authorities such as severe storms, snow, fires, health conditions, and infrastructure issues, employees (probationary included) shall be paid their regular wage for each day forgiven by the State.

ARTICLE XXI: MISCELLANEOUS

- A. The Board shall provide 3 uniform shirts each year of the contract. Staff will have the option of long sleeve, short sleeve, hoodie, etc.
- B. Employees shall receive longevity pay based upon the following schedule:

5 years of service	\$350.00
10 years of service	\$425.00
15 years of service	\$500.00
20 years of service	\$575.00

Payment will be due at the first pay every September, unless the employee notifies the district that they are retiring and the employee will be paid the second pay in June.

ARTICLE XXII: HOLIDAYS

All unit members will receive the following paid holidays:

- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day
- Day after Christmas
- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day

Employees shall be required to work the last scheduled work day preceding the holiday and first scheduled work day following the holiday to receive holiday pay, except when an employee is on a paid sick leave day the preceding or following scheduled work day.

ARTICLE XXIII: HOURS OF WORK/KITCHEN

- A. Working hours shall be established and assigned by seniority by the Food Service Supervisor.
- B. Selection of Food Service employees for extra assignments (banquet, extra projects, etc. ) shall be made on the basis of seniority on a rotation basis. The number of employees shall be determined by the Food Service supervisor on the basis of the size of the project. Work for extra assignments shall be done so it does not interfere with the regular school lunch program, and in most cases, shall begin following the completion of the cooks' normal work schedule.
- C. Insofar as is possible, the Food Service Supervisor shall maintain a list of qualified substitute workers. When a full-time cook is absent five or more days, the position shall be filled by upgrading or bargaining unit employees based on seniority. (Substitutes shall receive substitute pay regardless of how many hours worked.)

ARTICLE XXIV: WAGES/SALARY SCALE - 3 Year Contract- 2021-2024 - Move to Step System

New Hires start on Step 1. Members and probationary progress each year up the steps.

**SALARY SCALE**

<b>FOOD SERVICE</b>	<b>NEW</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Substitute	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Probationary	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Cashier/Prep	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50	\$16.00
Cook	\$14.60	\$15.10	\$15.60	\$16.10	\$16.60	\$17.10	\$17.60

ARTICLE XXV: TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. June 30, 2024.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of the same.
- B. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party or sixty (60) days written prior to the current year's termination date.
- C. If notice or amendment of this Agreement has not been given in accordance with the paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a party of this Agreement without notifying or changing any of the other terms of this Agreement.
- E. Notice of Termination of Modification: Notice shall be in writing and shall be sufficient if sent by certified mail and if to the Board, addressed to 74500 Burk Street, Armada, MI 48005, or to any such address as the Association or the Board may make available to each other.

In witness thereof, the parties hereto caused this instrument to be executed on the day and first above written.

EMPLOYER

ASSOCIATION

Cheryl Murray 11-16-2021  
Cheryl Murray, Vice President

Julie Malmon 11-15-21  
Representative

Michele Meerschaert 11-16-2021  
Michele Meerschaert, Secretary

Elizabeth A. Prineas 11-15-21  
Representative