MASTER AGREEMENT

BETWEEN

THE HOMER BOARD OF EDUCATION

AND

THE HOMER FOOD SERVICE WORKERS ASSOCIATION

2025/26



MASTER AGREEMENT

Homer Food Service Workers Association

This agreement, entered into this **1st day of July, 2025**, between the Board of Education of the Homer Community School District, here-in-after called "The Employer" and the Homer Food Service Workers here-in-after called "The Association".

PURPOSE AND INTENT

Both parties are desirous of maintaining a uniform wage scale, working conditions and hours of employment of the employee; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and members of the bargaining unit; of promoting and improving peaceful relations between the parties to achieve ultimately the primary goal of providing the best possible education for the children of the district.

MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the school 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 of the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in connection with school activities.

B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote, transfer, all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and the laws of the United States.

ASSOCIATION RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any

employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association.

ARTICLE I

RECOGNITION

Section I. The Employer recognizes the Association as the sole and exclusive bargaining representative for all food service staff regularly employed by the Board, it specifically being the intent of the parties hereto that membership in the Association shall not be a condition of employment nor used as a point of discrimination in the rights, benefits or obligations under this agreement.

Section II. A new employee shall work under the provisions of this Agreement as a probationary employee for a period of ninety (90) days, said ninety (90) days being counted only during the period of time in which school is in session. There shall be no seniority among probationary employees. Upon successful completion of the probationary period the employee shall be entered upon the seniority list and shall immediately be given credit for ninety (90) days seniority.

Section III. For purposes of this contract a part-time employee is defined as an employee working less than four (4) hours per day (20 hours per week). A regular employee is one who works more than four (4) hours per day. Regular employees receive regular seniority and normal contract benefits. Part-time employees receive pro-rated seniority (i.e. 3/6 of a day employee receives 3/6 of a day seniority). Retired employees that are rehired do not qualify for seniority or benefits.

ARTICLE II

LEAVE DAYS: Business Days, Sick Leave, Accumulation

It is agreed and understood each employee shall carry with him into this master contract his/her total accumulated sick leave as of the close of the previous contractual school year.

Any employee who falsifies reasons for any leave shall sacrifice all rights granted under this contract for all leaves of absence.

A. Sick Leave. Contents of the following shall apply to all persons within the unit.

1. Each employee who has acquired seniority status shall receive an annual allowance for personal illness not to exceed seven (7) days per year. Sick leave will be accounted for in hours based upon an employee's normal work day. For example, an employee normally scheduled to work a five (5) hour day will receive sick leave in the amount of thirty-five (35) hours. Unused sick leave may be accumulated to a total of forty-five (45) days. Part-time employees shall receive an annual allowance of one (1) day per year with no accumulation. Any absence in excess of the above specified amounts shall result in a loss of compensation at the employee's regular rate of pay.

2. The following are considered purposes for use of sick leave:
   a. Personal illness or injury of such nature as to render a member unfit for service.

b. Critical illness/and or death in the immediate family of member, not to exceed a total of five days for each critical illness/and or death. Critical illness has been interpreted as follows: A member of the immediate family is at the point of death or very dangerously ill as pronounced by a doctor. The immediate family is defined as:

1. Members who live in the same household;
2. Mother, regardless of where she lives;
3. Father, regardless of where he lives;
4. Son or daughter, regardless of where he or she lives;
5. In-laws and Grandchildren

3. Employees who are absent for any reason shall report such absences to the Director of Food Service and submit an electronic request on the District's attendance system if they want consideration or approval for sick leave. Employees may be required to document sick day absences that occur the day before or the day after a holiday.

4. Each regular employee shall receive three (3) personal business days per year. Business days shall not accumulate but two (2) personal days per year may be transferred to the employee's accumulated sick leave. Business purposes means, those activities which are of such a nature that they cannot be attended to at a time when an employee is not working his regular shift. Using such days for vacation, recreation and employment purposes is expressly prohibited. The day before and/or after a holiday shall not be used for personal business days. An application for a business leave day must be submitted within the District's attendance system at least 48 hours in advance, except in emergency situations shorter notice may be acceptable. (Although employee need not reveal their reasons for requesting personal business days, it is understood that these days are only for business that cannot be conducted at any other time.)

5. It is understood that employees covered by this contract may have the privilege of transferring unused sick leave days to any other employee covered by this contract. Such transfer of sick leave days must have the approval of the Board of Education.

B. For the protection of pupils and personnel, this Board of Education shall require proof of freedom from active tuberculosis in the form of an x-ray as a condition of entering employment and every three (3) years thereafter for all regular and part-time personnel employed by the Board. Any expenses involved in furnishing proof shall be the responsibility of the employee. Tuberculin tests may be substituted for the annual test for those whose x-ray showed negative on employment. All personnel found with active tuberculosis shall be given a leave of absence for treatment until they are officially certified as being inactive. Upon such certification, the Board of Education shall return the employee to his former employment status equivalent duties, without prejudice.

C. Maternity Leave: The Board of Education shall grant a leave of absence for maternity, without pay, to any regular employee upon written request for such leave, accompanied by a

statement from employee's doctor regarding employee's pregnancy and expected date of delivery.

Application for Leave: The employee shall apply for a leave of absence not later than (5) months previous to the expected date of normal birth of child.

Effective Leave Date: The employee shall begin leave at a mutually agreed date that has been decided upon with the administration prior to the expected date of normal birth of the child. If a date cannot be agreed on, the Board, for the protection of the expectant mother, shall set a cut-off date of employment no later than a month prior to the expected date of delivery.

Duration of Leave: Such leave of absence shall be a period not to exceed the school year in which the pregnancy occurs. However, under certain circumstances, the leave may be renewed at the discretion of the Board upon application for the employee. Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy.

D. Adoptive Leave: Adoptive leave, if requested by the foster mother with-in thirty (30) days after the child is assigned to her, shall be granted for a period not to exceed the unfinished school year. Employees shall be placed on leave without pay.

E. Michigan Paid Medical Leave Act: In accordance with the Michigan Paid Medical Leave Act ("MPMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use up to 40 hours of paid medical leave for any of the following for the employee or family member per fiscal year:

1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of an public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits then that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year and worked an average of at least 25 hours per week during the immediately preceding calendar year.

ARTICLE III

GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation of this Agreement. Should an employee feel that there has been a violation of this agreement, he will take the following steps:

Step 1: The employee shall notify in writing the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to step two (2) without the designated representative at the employee's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.

Step 2: The employee and/or the designated representative may discuss the grievance with the supervisor informally within twenty (20) days of the alleged violation but in no event longer than twenty (20) days.

Step 3: If no satisfactory conclusion is reached within five (5) days following the discussion set forth above, the employee and/or the designated representative shall present in writing, within five (5) days from the discussion in Step 2, the alleged violation and request an interview with the superintendent or the representative designated by the Board of Education.

Written grievance shall contain the following:

1. It shall be specific;
2. It shall name and be signed by the employees involved;
3. It shall contain a statement of the facts upon which the grievances are based;
4. It shall contain a reference to the articles and sections of the agreement which have been allegedly misinterpreted or violated;
5. It shall state the relief requested.

Within ten (10) days after the written request, if filed with the superintendent or the representative designated by the Board of Education, he shall have a hearing concerning the alleged grievance. A decision in writing by the superintendent or the designated representative of the Board shall be given to the employee and the Association representative within ten (10) days after the hearing.

Step 4: If this decision is not satisfactory, the employee may file his alleged grievance with the Board in writing, countersigned by the designated representative at least ten (10) days prior to the next regular Board meeting at which time the employee and/or the designated Association representative shall be given an opportunity to be heard. The Board shall render its decision in writing at the next regularly scheduled Board meeting. If this decision is not satisfactory, the employee and/or the

designated representative may file his grievance with the State Labor Mediation Board as provided by law.

Failure to appeal a decision at any level within the specified time limit shall be deemed an acceptance of the decision at that level.

Should an employee be satisfied with a decision at any level, or leave the employ of the Board, all further proceedings on said grievance shall be barred.

The Association shall designate two (2) representatives and shall inform the administration of the names of said representatives and will designate alternates in case of their absence.

ARTICLE IV

STRIKE PROHIBITION

The Association recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended by public school employees are contrary to law and public policy. The Employer and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Employer by an employee or group of employees.

ARTICLE V

WORKER'S COMPENSATION

All employees within the bargaining unit are covered by the Worker's Compensation as provided by State Law. The Employer agrees to cooperate toward the prompt settlement of the employees claim under the Worker's Compensation.

ARTICLE VI

DRESS

The Employer agrees that if any employee is required to wear a uniform as a condition of his continuing employment, such uniform shall be furnished and maintained by the Employer free of charge.

ARTICLE VII

PAY PERIOD

All employees covered by this agreement shall be paid in full semi-monthly. Pay dates will be the 10th (for time worked the 16th thru the previous month end) and 25th (for time worked the 1st thru the 15th) of each month. If the 10th or 25th falls on a weekend or holiday, pay will occur on the previous business day.

ARTICLE VIII

REQUESTED INFORMATION

The Employer agrees to furnish to the Association in response to reasonable request from time to time all available compiled public information. If further public compiled information is requested, it shall be at expense of requestor. Employees and other representatives of all outside agencies shall not be allowed to visit the school during school hours without obtaining permission of the superintendent, or his designated representative. The purpose for the visit shall be made clear. Employees shall not be called from work for such visits.

Food service staff who are not members of the Association shall enjoy all rights and privileges of this master contract.

ARTICLE IX

PAY SCHEDULE

The hourly pay rate for food service workers shall be as follows:

	2025/26
Head Cook	$ .65 above Kitchen Assistant
Kitchen Assistant/Aide	**$15.30**
Substitute Head Cook (filled internally)	**$15.52**
Probationary rate (first 90 days)	$.10 less per hour
After Hours Catering Event	**$18.02**
Summer Food Service Program	**$15.30**

Regular workers who work more than four hours per day shall receive four (4) paid snow days per year. Part-time food service workers shall receive two (2) hours pay for each of the aforementioned four (4) snow days. The snow day clause includes retired workers who have returned to work.

Any food service worker that reports to work on a day school is subsequently canceled will receive a minimum of two (2) hours pay if the paid snow day maximum has been reached.

Any food service worker called into work to assist with a food truck delivery shall receive a minimum of two (2) hours pay.

Employment of the food service staff for banquets, special events, etc., is permitted on a voluntary basis. The Director of Food Service will ask for volunteers on a rotating basis starting with the highest seniority staff member.

After Hours Catering is defined as all non breakfast and hot lunch preparation and service time.

It is agreed that regular food service employees shall receive the following paid holidays: the Friday before Labor Day (unless school is in session and the district has started prior to Labor Day), Labor Day (if school is in session prior to Labor Day),Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Mid-Winter Break (only if school is not in session), Presidents' Day (only if school is not in session), Memorial Day, and Independence Day (regular summer food service employees only).

Any food service employee who retires and has put in ten (10) or more years of service to the Homer Community Schools can receive 35% of his/her accumulated sick pay at the time he or she retires. Any food service employee with sixteen (16) or more years of continuous service will receive 50% of accumulated sick days. The payment shall be made under an approved special pay plan exempting the payment from employer and employee FICA taxes. Note: The maximum accumulated sick days are forty-five (45).

Longevity: All regular food service employees will receive the following longevity bonuses:

3-5 Years	$375
6-10 Years	$400
11-15 Years	$425
16+ Years	$450

Perfect Attendance: Any regular food service employee utilizing no more than 1 personal day and no sick days during each school calendar defined semester will be eligible for the perfect attendance of $250 per semester. If the employee has perfect attendance for the entire school year they are eligible to receive an additional $100. Each performance bonus will be paid in the next pay following the end of the semester. Funeral leave does not count toward the above personal days.

ARTICLE X

WORK DAY

Food service employees shall report to work at the time designated by the Director of Food Service and shall remain until the cafeteria work is finished for the day.

If an employee is scheduled to work six (6) or more continuous hours he/she shall receive a duty-free, unpaid, uninterrupted lunch period of no less than 30 minutes. The lunch period will be scheduled according to the organizational pattern of the department or building in which the employee works. It should be scheduled close to the mid-point of the employee's shift or close to normal eating times by the employee's supervisor.

If an employee is scheduled to work more than four (4) but less than six (6) continuous hours he/she shall receive a 15 minute uninterrupted break period. Such breaks shall be scheduled to fit the needs of the department or building in which the employee works. The break is intended to be preceded by an extended work period and followed by an extended work period.

It is agreed that the food service employees will be evaluated and informed of their standings not later than May 1. Those who have performed satisfactorily shall be given preference, according to their seniority, for available positions the following school year. Based upon qualifications and satisfactory work performance, food service employee job openings should be offered to employed food service employees first.

ARTICLE XI

MISCELLANEOUS

Extra duties: Employees will be considered on a rotating basis to complete extra duties within the normal work day and will receive their normal rate of pay.
Substitutes: A part-time food service employee will be asked to substitute for all other food service employees and must be available for the normal working hours of the absent employee. The only exception is the absence of the Head Cook which must be filled by a food service employee specifically trained to replace the Head Cook.

Food Service Worker Meals: Food service employees shall receive a meal at no cost during their assigned lunch break.

Insurance Coverage: For those employees eligible for medical insurance coverage under the Patient Protections and Affordable Care Act, the Employer will pay for:

- Single Subscriber Medical Coverage under MESSA ABC Plan 1
- Dental, vision and life insurance coverage package
- Medical coverage for dependents is available at the employee's expense.

ARTICLE XII
LAY-OFF

It is agreed that if positions in the Food Service Workers Association are eliminated, the least senior member of the group would be laid-off.

ARTICLE XIII
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2025 and shall continue in effect through June 30, 2026. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement.

Furthermore, it is agreed and understood that this contract may be opened for negotiation at any time at the request of either party, by mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

HOMER SCHOOL FOOD SERVICE WORKERS ASSOCIATION

Kayla Stites, Representative
Dated: 7-10-25

Denise Zuck, Representative
Dated: 7-10-25

BOARD OF EDUCATION OF THE HOMER COMMUNITY SCHOOL DISTRICT

Gary L. Tompkins, Jr., Board President
Dated: 7/21/25

A. Isabell Nazar, Board Secretary
Dated: 7.25.25