

**MASTER AGREEMENT**

**BETWEEN**

**THE WILLIAMSTON COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

**and**

**THE WILLIAMSTON FOOD SERVICE ASSOCIATION**

**July 1, 2009 to June 30, 2011**



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## **AGREEMENT**

This Agreement is entered into this 27<sup>th</sup> day of August 2009, by and between the Williamston Community Schools Board of Education hereinafter called the "Board" and the Williamston Food Service Association, hereinafter referred to as the "Association."

In consideration of the following mutual covenants, it is hereby agreed as follows:

### **PURPOSE**

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, terms, and conditions of employment for the members of the bargaining unit herein defined. It is the purpose of the Agreement to promote and ensure harmonious relations, cooperation, and understanding between the employer and the employees covered hereby.

### **ARTICLE 1 - RECOGNITION**

#### SECTION A

Pursuant to and in accordance with all applicable provisions of Section II of Public Act 379 of the Michigan Public Acts of 1965 as amended, the Board hereby recognizes the Williamston Food Service Association as the exclusive bargaining representative for all regularly employed full-time and regular part-time cooks and head cook(s) employed by the Board. Excluded from the bargaining unit are: substitutes, students, supervisors, and all other employees not performing the same or similar work.

#### SECTION B

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all employees of the Board represented by the Association in the bargaining unit as above defined. Reference to the "Board" or "employer" includes administrators acting on behalf of the Board.

### **ARTICLE 2 - EMPLOYER RIGHTS**

#### SECTION A - Rights Reserved

It is agreed that the employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, and authority which ordinarily vest in and have been exercised by the employer, except those which are clearly and expressly relinquished herein by the employer. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and competency to perform available work and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees and to reduce or increase work hours and to determine work hours and days. Determine job descriptions and job duties. Determine fitness for continued employment and require physical or mental examinations of employees by employer-selected licensed physicians.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.
5. Establish, modify, or change any work, business, or school hours or days.
6. Determine the number and location or relocation of its facilities and work stations and construction of new facilities or modification of existing facilities.
7. Adopt work rules and other rules and regulations.
8. Determine the financial policies, including all accounting procedures.
9. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.

SECTION B - Contract Interpretation

In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

SECTION C - Limitation On Employer Rights

The exercise of the above powers, rights, and authority by the employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

**ARTICLE 3 - ASSOCIATION RIGHTS**

SECTION A - Use of Buildings and Equipment

1. The Association may be allowed to use school buildings at reasonable hours for meetings, provided forty-eight (48) hours advance written approval is received from the Assistant Superintendent or his designee and such use falls within Board policy.
2. Upon request of the Association representative demonstrating immediate need, and with prior approval of the Assistant Superintendent or his designee, the Association may use office equipment at reasonable times outside normal office hours when it is not otherwise in use. The Association shall pay for the reasonable cost of such use, including the cost of all materials and supplies.
3. The Association may use one bulletin board already available in each building for Association business affecting employees in the unit. Any material deemed inappropriate may be removed by the employer.

SECTION B - Association Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable hours, provided that such activities do not occur anytime within the work hours of the employees involved, including during breaks or paid lunch. Any non-employee representative must receive prior approval from the Assistant Superintendent or, in his absence, his designee. This Section shall not preclude the processing of grievances with employer representatives at mutually agreed upon times.

SECTION C - Information

The employer agrees to furnish at cost to the Association representative in response to reasonable requests in writing a copy of public information of a general nature which is subject to the provisions of the Freedom of Information Act.

**ARTICLE 4 - STEWARDS**

SECTION A

Employees may be represented by a Chief Steward and a designated Assistant Steward, whose identity shall be made known to the employer.

SECTION B

Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings with approval of the administration.

SECTION C

Any new employee shall be introduced to the Chief Steward before starting to work; or else the Steward shall be supplied the following information within the employee's first week of employment: name, address, social security number, classification, job location, and shift assignment.

**ARTICLE 5 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

SECTION A - Performance Responsibilities

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discharge or discipline. Among the reasons for dismissal, suspension, or other disciplinary action of any employee at the option of the Board are the following, by way of illustration and not limitation:

unsatisfactory work performance; physical or mental inability to perform job responsibilities; being in possession of or under the influence of drugs or alcoholic beverages during work hours; dishonesty; insubordination; disseminating confidential information or breach of confidentiality; unauthorized absence; repeated tardiness or absenteeism; abuse of break time; abuse of sick leave, business leave, or other leave days; violation of Board rules or policy; unacceptable behavior with students, parents, or other employees; falsification of information, misrepresentation, or lying; leaving the job during work hours without authorization; or conduct unbecoming a public school employee.

SECTION B - Discipline

All probationary employees are subject to discipline and termination, with or without cause, at the will of the employer at any time. Seniority employees (i.e. those who have completed the probationary period) shall not be disciplined or discharged without just cause.

SECTION C - Representative

An employee shall be offered the opportunity to have a representative of the Association present during any meeting which the employee is being investigated, disciplined, or in which the employee reasonably believes will result in disciplinary action by the employer. This section shall not apply to evaluation conferences. If representation is requested, no action will be taken until an Association representative is present unless immediate action is necessary.

#### SECTION D - Personnel File

An employee will have the right to review the contents of their personnel file according to law and to have a representative of the Association accompany them in such review. An employee shall be provided notice before any complaint or disciplinary document is placed in their personnel file.

#### SECTION E - Complaints

No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline unless the employee has been informed of the complaint. An employee may submit a written notation or reply regarding any written complaints put in the employee's file within five (5) work days of the employee's receipt of the complaint, and the same shall be attached to the file copy of the material in question.

#### SECTION F - Assault

Any case of assault upon an employee shall be promptly reported to the employer. The employer shall promptly render reasonable assistance to the employee when possible to prevent injury.

#### SECTION G - Corporal Punishment

Employees shall assist with the maintenance of control of students. However, all employees shall observe rules respecting punishment of students as established by the Board or required by state law.

#### SECTION H - Unsafe Conditions

Employees shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Any alleged unsafe conditions or tasks shall be immediately reported to the Superintendent.

#### SECTION I - Supervision

In the event an employee while assigned to one position is responsible to more than one supervisor, the primary supervisor shall be designated by the employer in writing to such employee. The employee shall be notified of any subsequent change. Employees assigned to more than one position may have more than one supervisor.

### **ARTICLE 6 - GRIEVANCE PROCEDURE**

#### SECTION A - Definition

A grievance shall be defined as an alleged misinterpretation, misapplication, or violation of the express terms of this Agreement.

#### SECTION B - Filing

**Informal stage:** An bargaining unit member alleging a grievance must orally discuss the grievance with their supervisor within five (5) business days of the occurrence of the condition giving rise to the grievance. Business days shall be defined as all days Monday through Friday.

If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to their immediate supervisor within five (5) business days of the occurrence of the condition giving rise to the grievance. Should an employee fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state:



who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

#### SECTION C - Level One

The immediate supervisor shall meet with the grievant and the Association representative not later than ten (10) business days following receipt of the written grievance. The immediate supervisor shall issue his disposition of the grievance in writing within five (5) business days of the meeting.

#### SECTION D - Level Two

If the decision of the immediate supervisor is not considered acceptable, the grievant must present the written grievance to the Superintendent or his designee within five (5) business days of receipt of the decision of the immediate supervisor. The grievant must state the reason(s) why the decision of the immediate supervisor was not considered acceptable. The Superintendent or his designee shall meet with the grievant and a Association representative within fifteen (15) business days from the date of his receipt of the grievance. The Superintendent or his designee shall issue a decision in writing relative to the grievance within seven (7) business days of the meeting.

#### SECTION E - Level Three

If the decision of the Superintendent is not considered acceptable, the grievant must submit the written grievance to the Secretary of the Board of Education or his designee within five (5) business days of receipt of the decision by the Superintendent. The grievant must state the reason(s) why the decision of the Superintendent was not considered acceptable. The Board of Education or a Board committee, as determined by the Board, shall meet with the grievant, the appropriate administrators, and a Association representative within thirty (30) business days from the date of receipt of the grievance. The Board or its designee shall issue a decision in writing relative to the grievance within ten (10) business days of the meeting.

The following matters shall not be subject to arbitration, the Board's decision shall be final:

1. Termination or discipline of probationary employees.
2. Evaluation.
3. Discretionary pay rates upon promotion.
4. Scheduling of the work year, work week, and workday.
5. Granting or denying discretionary leaves of absence.

#### SECTION F - Level Four

If the Association is not satisfied with the disposition of a grievance by the Board, that grievance shall be submitted to arbitration provided the Association mails a Demand for Arbitration to the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service and notifies the Board in writing of its demand for arbitration within fifteen (15) calendar days after receipt of the Board's disposition. If the grievance is timely submitted to arbitration, the arbitrator shall be selected by the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service in accordance with its rules, which shall likewise govern the arbitration proceedings. Neither party shall be permitted to assert in such proceedings any grounds or to rely on any evidence not previously disclosed to the Board. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the arbitrator. In the event there is no clear loser, the per diem fees of the arbitrator shall be borne by the non-prevailing party. The arbitrator shall be requested to specify who is the non-prevailing party. Each party shall assume its own costs for representation and for expense of witnesses.

1. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be subject, in all cases, to the rights, responsibilities, and authority of the Board under the Michigan general school laws and any other law. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and under this Agreement. The decision of the arbitrator, if within the scope of his authority as set forth herein, shall be final and binding on all parties.
2. The arbitrator shall have no power to change any practice of the Board not in violation with this contract, or change any policy or rule of the Board not in violation of this contract, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board not in violation of this contract.
3. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
4. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
5. In the event that a grievance is appealed to the arbitrator upon which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
7. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order any. The arbitrator shall have no power to issue an award involving back pay resulting in financial liability to the Board for more than a total of six (6) months on any grievance under any circumstances.
8. Any matter being processed in another forum shall not be submitted to arbitration.

#### SECTION G - Time Limits

Time limits shall be strictly observed and may be extended only by written mutual agreement. Should an employee fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued. Should the employer fail to respond within the time limits specified, the Association may proceed to the next level of the grievance procedure.

#### SECTION H - Employee Consent

The Association shall have no right to initiate a grievance involving the right of an employee without their express approval in writing thereon. However, if said grievance has or could have an impact on the wages, hours and/or other terms and conditions of employment of other bargaining unit members or the Association, no express approval will be required for the Association to pursue the grievance.

#### SECTION I - Processing

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the employee or participating Association representative are to be on the job, except with approval by the employer and except for an arbitration hearing during which the employee does not receive pay.

## **ARTICLE 7 - WORK YEAR, WORK WEEK, WORK DAY**

### **SECTION A - Work Year**

The normal work year for regular employees will run from July 1 through June 30 each year and consist of all days lunch is served, plus any additional days scheduled by the employer. Either more or less days of work may be required.

### **SECTION B - Work Week**

The work week shall begin at 12:01 a.m. on Monday and end one hundred twenty (120) hours thereafter.

### **SECTION C - Work Day**

The normal number of hours of work and the schedule of hours for each employee shall be determined by the employer. The normal workday shall be within a span of eight (8) consecutive hours. The actual workday shall be as determined by the employer.

### **SECTION D - Change of Work Schedule**

Notice of a change in work schedule will be given at least 48 hours in advance.

### **SECTION E - Break Time**

Employees working more than four (4) hours per day will be allowed a total of not to exceed fifteen (15) minutes' break time to be taken at such time that there is no impairment of work responsibilities.

### **SECTION F - Temporary Assignment**

For short-term absences of up to twenty (20) workdays during which the employer determines to replace the absent employee, regular qualified employees who normally work fewer hours than the absent employee will first be offered the opportunity to take the place of the absent employee based on seniority within the building before a substitute is used for that position. For long-term absences of over twenty (20) workdays when the employer determines to replace the absent employee, notice of the position will be given to all unit employees and awarded to the most senior employee who is qualified for the duration of the absence.

## **ARTICLE 8 - SENIORITY**

### **SECTION A - Probationary Period**

A newly hired employee or an employee upon entry into the bargaining unit, shall be on a probationary status for one hundred (100) actual working days taken from and including the first day of employment. At any time prior to the completion of the 100 actual working day probationary period the employee may be dismissed by the employer without appeal by the Association. Probationary employees who are absent during the first 100 actual working days of employment shall work additional days equal to the number of days absent and such employee shall not have completed their probationary period until these additional days have been worked. Time worked as a substitute shall not count toward seniority or completion of the probationary period. The number of hours worked per day will not effect seniority.

Upon satisfactory completion of the probationary period, the employee's seniority shall be retroactive to the first day of work.

### SECTION B - Classification Seniority

Seniority in the classification shall be as of the date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion of probation as provided in (A) above.

Whenever two (2) or more members of the unit have equal seniority, they shall be ranked using the following criteria and in the order stated:

1. The employee with the earliest date of hire shall be ranked first.
2. If the employees have the same hire date, the employee with the least number in the last (4) digits of the employee's social security number shall be ranked first.

### SECTION C - Loss of Seniority

An employee will lose their seniority for the following reasons:

1. She resigns from a classification covered by this Agreement.
2. She is discharged and not reinstated through the grievance procedure.
3. Upon normal retirement.
4. When recall rights terminate.

### SECTION D - Seniority List

Upon annual request of the Association, a current seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, classification, seniority date, and the employee's rate of pay.

### SECTION E - Assignment Outside of Unit

Employees transferring to a position outside the bargaining unit, or who are promoted to a supervisory position shall have their seniority frozen at that point. Said employee shall have the right to exercise their seniority and bid on a vacant position within the bargaining unit if one becomes available.

### SECTION F - Assignment Outside of Classification

Seniority in a lower classification will continue to accrue in that classification when an employee is promoted to a higher classification. Seniority in a higher classification will be frozen in that classification when an employee is assigned to a lower classification.

### SECTION G - Layoff

Unit and classification seniority will be frozen during periods of layoff and shall continue to accrue if an employee returns from layoff.

### SECTION H - Leaves

Unit and classification seniority will continue to accrue during paid leaves and leaves due to illness or disability and during unpaid leaves while receiving worker's compensation. Seniority will be frozen during unpaid leaves of more than four (4) weeks in duration taken for reasons other than illness or disability.

## ARTICLE 9 - LAYOFF AND RECALL

### SECTION A - Definition

"Layoff" shall be defined as a reduction in work force as determined exclusively by the employer.

### SECTION B - Layoff Process

No employee shall be laid off pursuant to reduction in the work force unless said employee shall have been notified of said layoff at least five (5) calendar days prior to the effective date of layoff. In the event of a reduction in work force, the employer shall identify the specific position(s) to be eliminated and shall notify the employee in that position(s). Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) as defined in Appendix A for which they are qualified, which is held by a less senior employee in that classification. Whether an employee is qualified, as that term is used in this Article, shall be determined by the job description. Higher classification employees subject to layoff shall be assigned to a position held by a lower classification employee with lowest seniority having comparable hours provided she is qualified and has greater seniority. A new employee shall not be employed by the employer in a classification while there are laid off employees from that classification who are qualified for a vacant or newly created position in that classification.

Whenever two (2) or more members of the unit have equal seniority, they shall be ranked using the following criteria and in the order stated:

1. The employee with the earliest date of hire shall be ranked first.
2. If the employees have the same hire date, the employee with the least number in the last four (4) digits of the employee's social security number shall be ranked first.

### SECTION C - Reduction In Hours

The Board may reduce work hours of some or all employees rather than reduce the number of employees. In the event of a reduction in the work hours in a classification, qualified employees in the classification with the greater seniority may use same to displace employees with less seniority in positions having a greater number of work hours on the work schedule. A reduction of any employee's work hours shall not take effect until five (5) calendar days after written notice to the affected employee is given by the employer.

### SECTION D - Recall

Laid off seniority employees shall be recalled in order of seniority within classification with the most senior being recalled first to any position in the classification for which they are qualified.

### SECTION E - Recall Process

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. It shall be the employee's responsibility to keep the employer notified as to their current mailing address. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given five (5) calendar days from receipt of notice, excluding Saturdays, Sundays, and holidays, to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee has indicated an intent to return and reports within a ten (10) day period. Employees recalled to the same or greater proportion of work than they had at the time of layoff for which they are qualified are obligated to take said work. An employee who declines recall to such work for which she is qualified shall forfeit their seniority rights. Recall rights for seniority employees shall terminate at the end of a time on layoff equal to their accrued seniority or two (2) years after the effective date of layoff, whichever is shorter. Probationary employees shall not have recall rights.

SECTION F - Unemployment Compensation

An employee who normally does not work in the summer who is laid off in the summer, who receives unemployment compensation benefits, and who is recalled before October 1 of that year shall have their compensation adjusted by an amount equal to the unemployment compensation received.

SECTION G - Substitute Work

Upon application, laid off employees will be given first opportunity for substitute work at the substitute rate of pay provided they indicate an interest in the substitute work and are qualified.

**ARTICLE 10 - VACANCIES AND JOB POSTING PROCEDURES**

SECTION A - Definition

A "vacancy" shall be defined as a newly-created position or a present position that has been permanently vacated and which will be filled, except when there is a qualified employee from the classification on layoff.

SECTION B - Posting

All bargaining unit vacancies shall be posted in a conspicuous place in each building of the district for a period of seven (7) business days, Monday through Friday. Copies of postings will be sent to the local Association Steward at the time of posting. Said posting shall contain the following information:

type of work; location of work; starting date; rate of pay; hours to be worked; minimum requirements; and classification.

SECTION C - Application For Vacancy

Interested employees may apply in writing to the Assistant Superintendent or designee within the seven (7) day posting period. The employer may temporarily fill any vacancy during the posting and selection process with another employee or with a substitute.

SECTION D - Input

When feasible within time constraints, before a job description is changed or a vacancy is posted, the employer will seek input regarding proposed revisions from the Steward, the person in, or leaving the position, and a person from the same classification or work location.

SECTION E - Filling Vacancies

Vacancies shall be filled on the following basis: qualifications, past work record, demonstrated ability to perform the work involved, and other relevant factors. All factors being deemed equal, an employee with the most seniority making application shall be transferred to fill the vacancy.

SECTION F - Notice of Selection

Within ten (10) workdays after the expiration of the posting period, the employer shall make known its decision as to which applicant has been selected to fill a posted position. Each bargaining unit applicant shall be so notified in writing. If an applicant for a vacancy does not agree with the selection, the employee may request, within two (2) days, a meeting with the Superintendent to discuss the selection made.

**ARTICLE 11 - CLASSIFICATION AND COMPENSATION**

#### SECTION A - Classification

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

#### SECTION B - Compensation

The basic compensation of each employee shall be as set forth in Appendix A. When an employee is reassigned from one classification to another, the employee will be compensated at the appropriate pay rate. A new hire with relevant work experience may be given experience credit as determined by the employer up to Step 2. By agreement with the Association at the request of the employer, a new hire may be paid above Step 2. When an employee is promoted to a higher classification, the employer will determine the appropriate step that the employee will enter the new classification. However, the employee will not receive a lower hourly pay rate than the employee was previously receiving.

#### SECTION C - Overtime

Overtime work will be voluntary to the extent feasible but may be required. In order to be compensated for any overtime, the overtime must be requested and approved in advance by the employee's immediate supervisor. Supervisors must have approval of the Assistant Superintendent to authorize overtime but that will not be the employees' responsibility. Using substitutes or assigning overtime or not replacing absent employees will be discretionary with the employer. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week.
2. Paid leaves shall not count toward hours worked.
3. Compensatory time off may be given if mutually agreeable to the employer and the employee.
4. Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.
5. It is recognized that overtime is a responsibility of the job. When there is an insufficient number of volunteers for overtime, overtime may be assigned to that qualified employee in the building who has worked the least amount of overtime during the current school year.
6. Overtime will be paid for anytime that is off the normal work schedule and is after 4 p.m. or on the weekend that is not the employee normal schedule.

#### SECTION D - Mileage

An employee using her own personal vehicle in the course of their job will be reimbursed at the IRS rate for mileage.

#### SECTION E - Meetings

Employees may be required to attend meetings outside regular work hours. Employees required to attend such meetings will be compensated at the employee's regular wage rate. Required meetings will be so specified, otherwise they will be considered voluntary.

#### SECTION F - Act of God Days

1. When school is canceled due to inclement weather or other acts of God, employees will not be required to report on such days and will be paid, except as required by the employer. These employees will be required to work on any make-up days at no additional compensation. In the event an employee receives unemployment compensation benefits (including underemployment benefits) during the school year due to days of work not being held when scheduled which are later made up, the employee's pay will be adjusted by an amount equal to unemployment compensation received.
2. The determination to cancel, delay, and/or reschedule any day of work shall be the prerogative of the employer and shall not be grievable.

### **ARTICLE 12 - EVALUATION**

#### SECTION A - Evaluation

Employees shall be evaluated on a regular basis with yearly evaluation as the minimum goal. Employees can expect to be evaluated on all relevant aspects of their employment. Employees will be evaluated on the employer's standard form which will be made available to employees prior to evaluation.

#### SECTION B - Response

Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. The employee's signature shall not be construed to mean that she necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if she so desires within ten (10) days. All written evaluations are to be placed in the employee's personnel file.

### **ARTICLE 13 - LEAVES**

#### SECTION A - Sick Leave

1. Employees will be entitled to paid sick leave accumulated at the rate of one-half (1/2) day per month (maximum five (5) days per year). Employees working less than a full year will have sick leave days prorated. Sick leave will have unlimited accumulation. All employees eligible for sick leave will only be credited with sick leave time equivalent to the number of hours worked per day (i.e., an employee working 5 hours per day will have 5 hours sick leave time credited).
2. At the beginning of the contract year, the employee will have the current year's allowance available regardless of the number of days accumulated. However, if an employee terminates employment before the days used would have been earned, the amount for those days used in excess will be deducted from the employee's last paycheck. At the end of the year, unused days from the allowance will be credited to accumulated unused sick leave.
3. A record of sick leave accumulated and taken shall be made available to the employee or the Association upon request but not more than two times per fiscal year.



4. Upon retirement from the Williamston Community Schools, under the provisions of the Michigan Public Schools Retirement Plan after 10 years of employment in the district, the employee will be paid for unused accumulated sick leave calculated as follows:

Thirty (30) days deducted  
Pay \$35 per day (at least six (6) hours per day)  
maximum of \$3,500

#### SECTION B - Leaves Of Absence Charged To Sick Leave

1. Personal Sick Leave

The employee may use sick leave for their own personal illness or disability as required up to the number of days available to the individual. The employer may require written verification from a physician.

2. Family Member Illness

Up to three (3) days per year may be used for the critical illness of a member of the employee's "immediate family," which shall be defined as the employee's parent, spouse, child, or any relative who is a permanent resident of the employee's household. "Critical illness" shall be defined as a serious condition requiring the presence of the employee. The employer may require written verification from a physician. An additional two (2) days may be granted upon written request to the Assistant Superintendent.

3. Bereavement

(a) Each employee will be granted up to a three (3) days leave deducted from sick leave in the case of a death in the immediate family. For purposes of this section, the immediate family will be defined as parent, spouse, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half-brother, half-sister, and dependent for IRS purposes living in the employee's household. Additional days without pay may be granted by the employer.

(b) Each employee will be granted up to a one (1) day leave deducted from sick leave in the case of a death of a brother-in-law, sister-in-law, uncle, aunt, nephew, or niece.

## SECTION C - Paid Leave Of Absence Not Charged To Sick Leave

### 1. Necessary Business Leave --

Each part-time employee (working at least 4 hours per day) may use up to one (1) day per fiscal year (July 1 to June 30) for necessary business. Full-time employees may use up to one (1) days per fiscal year for necessary business. A second business leave day may be added for a full-time employee that will be charged against personal sick leave if requested and approved by the Central administrator. Employees working less than four (4) hours per day are not eligible for necessary business leaves. Employees eligible for necessary business leave will only be credited with business leave time equivalent to the number of hours worked per day. Unused business days as of June 30 will revert to sick leave days. The use of these days must be arranged in advance with the employee's immediate supervisor. A necessary business day shall only be used for necessary legal, business, or emergency matters or doctor's appointments that cannot be conducted outside of regular work hours and which require the presence of the employee. Necessary business leave cannot be used for social or recreational activities, travel, other employment, or other non-essential purposes. An employee planning to use a necessary business day shall submit their written request to their immediate supervisor for approval stating the reason that she is requesting to use a necessary business day at least forty-eight (48) hours in advance, except in cases of emergency. Necessary business days shall not be taken the day before or the day following a holiday or vacation.

### 2. In-Service --

A leave of absence with pay, not charged against the employee's sick leave, may be granted for in-service activities, attending conferences, conventions, workshops, and seminars, when such attendance is approved by the Assistant Superintendent.

### 3. Witness --

Leave of absence with pay, not charged against the employee's sick leave, will be granted for court appearances as a witness in any case in which the employee's connection with the case stems from their employment with the employer, provided that the legal action is not instigated by or on behalf of the employee or Association against the employer. If a witness fee is paid to the employee by the court, that amount will be deducted from the employee's pay.

### 4. Jury Duty --

(a) A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses for each day's jurist service).

(b) In order to receive payment, the employee must give the Board prior notice that she has been summoned for jury duty and must furnish satisfactory evidence that she reported to or performed jury duty on the days for which she claims such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

#### SECTION D - Leave Of Absence Without Pay Or Fringe Benefits

1. A leave of absence of up to three months shall be granted for the purpose of child care upon the request of the employee to care for a newborn, newly adopted, or critically ill child.
2. An employee whose illness or disability, including maternity disability, extends beyond the period compensated by sick leave will be granted a leave of absence for the duration of the illness or disability up to a maximum of one (1) year.
3. The reinstatement rights of any employee who has been required to serve in the military service or has done so during a time of war, shall be determined in accordance with the provisions of federal, state, or local law granting such rights.
4. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such an employee makes written request for such leave of absence immediately upon receiving their orders to report for such duty.
5. An employee may be granted a leave of absence at the Board's discretion for up to one (1) year for personal reasons, including but not limited to, child care, study, family concerns, or travel.
6. All requests for a leave of absence shall be in writing stating the reason for the requested leave and the expected duration.
7. An employee, on an approved leave of absence, shall notify the school district of their intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.
8. An employee on an approved leave of absence will be returned to the employee's former position if the leave does not exceed three months (or for a medical leave of up to one (1) year). For longer leaves, the employee will only be returned from leave when there is a vacancy in the classification the employee was formerly in or a lower classification and the employee is qualified for the vacant position. Until such a vacancy exists, the employee will remain on leave of absence for not to exceed a total of three years.
9. The conditions of a leave and the conditions of return from leave will be specified by the employer at the time the leave is approved.
10. Extensions of all leaves may be granted at the discretion of the Board.

#### SECTION E - Worker's Compensation

A seniority employee who suffers injury compensable under the Worker's Compensation Act shall continue to receive their regular rate of pay for time lost during the first seven (7) days not covered by the Worker's Compensation Act, provided she follows the instructions of a physician as determined by the employer, and provided she returns to work not later than the time recommended by an appropriate medical authority. Any worker's compensation paid for any days during the first seven (7) days will be turned over to the employer and pro- rata credit of sick leave granted to the employee. Following the first seven (7) days, such seniority employee shall be paid the difference between their regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until their sick leave is exhausted.

SECTION F - ATTENDANCE BONUS

Employees will be paid an attendance bonus for the period July 1, to June 30, at the following bonus rates and qualifications:

No sick, dock days and/or personal days	\$ 175
No sick days or dock days	150
No sick days	125
One sick day	100
Two sick days	75

\* - Sick days for this bonus will not include funeral days.

**ARTICLE 14 - JURISDICTION**

The working food service manager may perform any work covered by the terms of this Agreement. Employees of the employer not covered by the terms of this Agreement may perform work covered by this Agreement when the work has not been exclusively performed by employees in the unit; or when such work has been performed in the past by non-unit employees; or for financial reasons; or for the purpose of instructional training, or experimentation; or in cases of emergency; or on a temporary basis.

**ARTICLE 15 - CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the employer. The right to contract or subcontract shall not be used for the purpose of undermining the Association nor to discriminate against any of its members.

The employer may assign unit work to non-bargaining unit employees, including students, volunteers, persons funded through other programs; and seasonal workers, such as summer help provided that when such individuals are used during regular work hours, they are used primarily to supplement the work of regular employees.

**ARTICLE 16 - NEW JOBS**

The employer may create new jobs as deemed necessary. The employer shall notify the Association in writing of any new job. The Association may request to negotiate the pay rate within thirty (30) days of written notification. Any negotiated change in pay rate will be effective from the date the employee first began working in the new position. When a new job has been assigned a permanent rate of pay, the new job shall be added to and become a part of Schedule A of this Agreement.

**ARTICLE 17 - NO STRIKE**

The Association and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the employer by any employee or group of employees.

**ARTICLE 18 - EXTENT OF AGREEMENT**

SECTION A - Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

SECTION B - Severability

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

SECTION C - Practices

This Agreement shall supersede any rules, regulations, or practices of the employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

**ARTICLE 19 - NEGOTIATIONS PROCEDURE**

SECTION A - Teams

Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

SECTION B - Agreement

There shall be six signed copies of any final Agreement. Three copies shall be retained by the employer and three by the Association. Copies of this Agreement shall be printed, at the equally shared expense of the employer and the Association, within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the employer.

**ARTICLE 20 - MISCELLANEOUS**

SECTION A - Absence

Any employee who is unable to report for work must notify the appropriate supervisor at identified phone number(s) as soon as possible but in no event later than one (1) hour prior to the employee's reporting time so that a substitute can be obtained or other arrangements can be made.

SECTION B - Resignation

Any employee who resigns from employment shall give at least two (2) weeks written notice to the employee's supervisor if at all possible. Failure to give such notice if it was possible will be sufficient cause for withholding three (3) days' pay.

**ARTICLE 21 - TERMINATION AND MODIFICATION**

SECTION A - Termination Date

This Agreement shall continue in full force and effect until June 30, 2011.

SECTION B - Extension

If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days' written notice prior to the current year of termination.

SECTION C - Request to Amend

If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

SECTION D - Notice

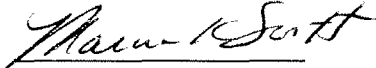
Notice of termination or modification of this agreement shall be in writing and shall be sufficient if sent by certified mail addressed to the Association, on behalf of the Williamston Food Service Association, and if to the employer, addressed to the Williamston Community Schools, 418 Highland Street, Williamston, Michigan 48895, or to any other such address the Association or the employer may make available to each other.

SECTION E - Effective Date

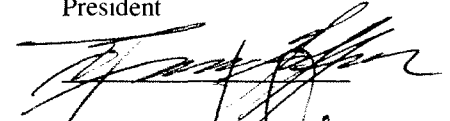
The effective date of this Agreement is August 27, 2009.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their representatives on this 27<sup>th</sup> day of August, 2009.

FOR THE EMPLOYER:



President

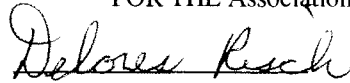


Secretary



Treasurer

FOR THE Association:



## APPENDIX A - WAGE SCHEDULE

### 2009-10 & 2010-11

#### Cooks Classification

	<u>Rate/Hour</u>				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2009-10	9.53	9.98	10.50	10.94	11.41
2010-11	9.53	9.98	10.50	10.94	11.41

After the audit is complete, if total Revenues exceed Expenditures by more than \$5,000 each employee will receive a one time payment of \$100 a piece. For every additional increment of \$5,000 increase of Revenues exceed Expenditures an additional \$100 will be paid to each employee. This will not exceed \$500 per employee. Any employee who works less than four (4) hours a day will have this bonus prorated based on normal hours worked per day over four (4) hours. (For example: employee works two hours a day would receive 50% of the bonus.) Employees must be current employees at the end of the school year to be eligible. Employees who were hired during the year will have the bonus prorated based on actual days worked over the number of the normal days worked in a year. Bonus can be reduced or eliminated if the Team Leader or Food Service Manager determines the employee did not perform above the expectations to earn the bonus and this determination will not be grievable.

#### Team Leader Classification

The Team Leader(s) will receive \$.50/hr. over the top cook rate.

Team Leaders, under the direction of the Food Service Manager, will direct, supervise, approve hours worked, approve absences, discipline, and provide input for evaluations of employees.

#### Step Advancement

All step advancements will be effective July 1 through June 30 of each year. An employee must begin work prior to January 1 to be eligible for a step advancement after July 1. In order for an employee to advance from one step to the next, the employee has to actually work (including paid leave days) at least sixty percent (60%) of the scheduled workdays for that classification during the preceding year, otherwise the employee will remain at the current step level.

#### Longevity

Based on continuous service in a department in the district (not counting outside experience), a cook will also receive a longevity payment spread throughout each year according to the following

6 or more and less than 10 years	\$.35	per hour
10 or more and less than 15 years	\$.40	per hour
15 or more	\$.45	per hour

The same criteria for determining eligibility for step advancement will be applied in determining eligibility for longevity for cooks.

### Holiday Pay

Full-time employees who work more four (4) or more hours a day will be eligible for Holiday Pay for the following holidays:

Thanksgiving, Day after Thanksgiving, Martin Luther King Day, Presidents Day and Memorial Day. To be eligible the employee must be a current employed and work the first normal work day before and the first normal work day after the holiday.

### Insurance Coverage

Employees whose seniority date is before 1/1/97, and who are scheduled to work five (5) or more hours a day, will be eligible for single subscriber health insurance, or receive annually \$1,500 in lieu of health insurance.

Effective July 1, 2006, all employees who are scheduled to work five hours or more a day will receive annually \$1,500 in lieu of health insurance.

All employees, who were hired as a permanent employee before July 1, 2009 and who are scheduled to work three (3) or more hours a day, will be eligible for up to full family dental and vision insurance. If dental and vision is not selected, annually \$500 in cash will be paid in lieu of these benefits.

If single subscriber health insurance is selected by Karen Ording, the District will provide \$350 month toward the monthly premium. If Pam Smith selects health insurance, the District will provide \$700 month toward the monthly premium.

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