

**Bedford  
Food Service  
Association**

**MEA/NEA**

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06/30/2007

**2004-2007  
Master Agreement**

**Bedford Public Schools  
Temperance, Michigan**

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**Bedford Food Service Association**  
**Master Agreement**  
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## **AGREEMENT**

This Agreement entered into this 1st day of July 2004, by and between the Bedford School District, Monroe County, Michigan, hereinafter referred to as the "employer" and Bedford Schools Food Service Association, Michigan Education Association/National Education Association, hereinafter called the "Association".

### **ARTICLE ONE (1) - PURPOSE AND INTENT**

It is the general purpose of this Agreement to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees, the Association, and the community. To these ends, the employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels among all employees. All parties to this Agreement recognize and subscribe to the principle that the interest of the students and the citizens of the School District are significant, and neither the employer nor the employees can maintain community respect in the absence of excellent and dependable service. NOTE: The headings used in this Agreement and the exhibits neither add to, nor subtract from, the meaning, but are for reference only.

### **ARTICLE TWO (2) - BOARD'S RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan and/or include, by way of illustration and not by way of limitation, the rights to:
1. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school District of Bedford;
  2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
  3. Direct the working force, including the right to establish and/or determine positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees;
  4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
  5. Determine the qualifications of employees;
  6. Adopt rules and regulations;

7. Determine the location or relocation of its facilities, including the establishment or relocation's of new schools, buildings, departments, division or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
  8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
  9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
  10. Determine policies affecting the selection or training of employees.
- B. It is further recognized that the Board, in meeting such responsibility and exercising its powers and rights, acts through its administrative staff.
- C. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- D. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.

### **ARTICLE THREE (3) - RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, the employer does hereby recognize the Association as the exclusive representative of all food service employees exclusive of secretaries, clerks, supervisory, administrative, instructional, temporary, on call substitutes and other personnel, for the purpose of collective bargaining in respect to pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

A temporary employee is an employee who has been assigned by the employer to work in the same position within the bargaining unit for no more than sixty (60) workdays uninterrupted by absence from that job assignment. However, in the event this employee is absent on scheduled workdays, said employee shall work the additional number of days that the employee was absent within ninety (90) workdays from the employee's initial date of assignment to that position. Such employees shall not have completed their temporary period until those additional days have been worked within the required ninety (90) workday period. Upon completion of the sixty (60) workday temporary period as specified herein, the employee's seniority date shall be established, retroactive to the first day worked.

### **ARTICLE FOUR (4) - ASSOCIATION DUES AND SERVICE FEES**

- A. During the term of this Agreement, any employee who is a member or becomes a member of the Association after her/his probationary period, shall maintain her/his membership as a

condition of continued employment unless revoked according to established Association procedures.

- B. All present employees who are not members of the Association shall, within sixty (60) calendar days of the execution date of this Agreement, and all future employees who do not join the Association shall, at the expiration of their probationary period, pay a service fee to the Association as a condition of continued employment for the term of this Agreement, either directly or through the check-off provisions as set forth in Section C of this Article on the basis determined by the Association in accordance with the applicable legal standards.
- C. Upon filing with the employer a written request authorizing payroll deduction, substantially in accordance with the form provided by Michigan Education Association/National Education Association, signed by the individual employee, the employer will, pursuant to its terms, during the term of this Agreement, deduct Association membership dues or service fees levied in accordance with the constitution and by-laws of the Association from the pay of such employee. Check-off deductions shall be deducted from the first pay of the employee in the month immediately following execution and filing of the authorization for payroll deduction and from the first pay of each month thereafter. Deductions for any calendar month shall be remitted to the Association financial officer whose written designation has been filed in the employer's office, as soon as possible after the tenth (10th) of the succeeding month. An employee shall cease to be subject to check-off deductions beginning the month in which she/he is no longer a member of the bargaining unit. The local Association will be notified by the employer of the names of such employees following the end of each month in which the terminations took place.
- D. The Association shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, national origin, and the Association shall grant all members equal voting rights.
- E. Employees who fail to comply with this Article shall be discharged within thirty (30) days from date of written notification from the Association after Section A of this Article has been exhausted by the employer.
- F. The Association will defend, indemnify, and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Board or its designated agent for the purpose of complying with this Article.

#### **ARTICLE FIVE (5) - ASSOCIATION REPRESENTATION AND RIGHTS**

- A. The Association and its members may be represented in all matters related to this Agreement by its designated Association representatives and/or staff.
- B. The Association shall be granted, each school year, five (5) Association days, to be used for Michigan Education Association/National Education Association meetings or conferences or other Association business. Request for Association days must be made to the Assistant Superintendent of Human Resources at least three (3) working days in advance and is subject to his/her approval. Up to three (3) members, designated by the President, shall be released

with no loss of pay, to attend any single event. Released time for bargaining team members for collective bargaining purposes may be granted upon mutual agreement.

- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the District.
- D. Subject to appropriate authorization, reasonable use of the inter-school mail, school typewriters and school duplicating machines shall be made available to the Association and its members for notices and news of Association business. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. Bulletin Boards - The employer shall provide space on bulletin boards in each building. The Association agrees, on behalf of its membership, that it will not destroy, mutilate, or deface material placed on the bulletin board by the employer. No political material may be placed upon the bulletin board.
- F. The employer agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, current hourly rate, anniversary dates of all bargaining unit members, annual compensation, census and membership data, available agendas, minutes, and reports of or to all employer Board meetings; and pertinent enrollment information.

#### **ARTICLE SIX (6) - SPECIAL CONFERENCES**

Special conferences for important matters may be arranged between the local President and the Assistant Superintendent of Human Resources or his designated representative upon request of either party. Such meeting shall be between the employer and at least two (2) representatives of the Association. Arrangement for such special conference shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conferences may be confined to those included in the agenda. Conferences may be held monthly on a mutually agreeable date and time. The members of the Association shall not lose time or pay for time spent in such conferences which are scheduled during working time by the employer. This meeting may be attended by a representative of the Michigan Education Association/National Education Association.

The employer and the Association shall restrict their committees to no more than three (3) members each.

#### **ARTICLE SEVEN (7) - GRIEVANCE PROCEDURE**

##### **A. Definitions:**

- 1. A "grievance" is an alleged violation of the specific and express terms of this Agreement.

2. For the purpose of processing grievances, working days shall be defined as Monday through Friday, or any day, in which the employee is scheduled to work, excluding all paid holidays.
3. The term "grievance" as defined above shall not apply to:
  - a. The termination of services of, or failure to re-employ, any probationary employee;
  - b. Any matter for which there is recourse under state or federal statutes.
4. The time elements in the steps may be shortened, extended, or waived upon written mutual agreement between the parties.
5. Any employee or Association grievance which is not presented for disposition through the grievance procedure within twenty (20) working days of the occurrence of the conditions giving rise to the grievance, or within twenty (20) working days of the date that the employee or the Association, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances have made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.
6. Any grievance, which is not appealed within the specified time limits set forth in that step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may appeal it to the next level in the grievance procedure.

B. Written grievances, as required herein, shall contain the following:

1. It shall be signed by the grievant or grievants except an Association grievance shall be signed by the Association representative.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the Article, Section, or Subsections of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.



C. Level One (1)

An employee alleging a violation of the express provisions of this Agreement shall, within twenty (20) working days of its alleged occurrence, orally discuss the grievance with the Director of Food Service in an attempt to resolve same. If no resolution is obtained within three (3) working days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) working days of said discussion to Level Two of the grievance procedure.

D. Level Two (2)

A copy of the written grievance shall be filed with the Assistant Superintendent of Human Resources or his/her designee, as specified in Level One. Within ten (10) working days of receipt of the grievance, the Assistant Superintendent of Human Resources or his/her designee shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the meeting, the Assistant Superintendent of Human Resources shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association representative. If no decision is rendered within such time period, the grievance shall be considered as denied.

E. Level Three (3)

If the grievance is not settled at Level Two, either party may request the services of a mediator from the Michigan Employment Relations Commission within the ten (10) working days of the date an answer was due in Level Two. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

F. Level Four (4)

If the grievance is still unsettled, the Association may, within thirty (30) working days after Level Two is completed, and by written notice to the other party, request arbitration.

1. A request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Association, and employer. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the expenses of witnesses that they may call.

2. It shall be the function of the arbitrator, and he/she shall only be empowered to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. His/her powers shall be limited by the following:

- a. The arbitrator shall have no power to establish salary scales.
  - b. The arbitrator shall have no power to change any practice, policy, or rules of the employer, or to substitute his/her judgment for that of the employer, unless such rights or practices were relinquished by the employer in this Agreement.
  - c. The arbitrator shall be limited to deciding whether the employer has violated the express terms of this Agreement; and the arbitrator shall not employ obligations and conditions binding upon the employer from this Agreement, unless specified within this Agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the employer.
  - d. In rendering decisions, the arbitrator shall give due consideration to the responsibility of management and the Association, 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.
  - e. In the event that a case is appealed to the arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - f. The arbitrator shall have no power to interpret state or federal law.
  - g. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.
- G. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- H. It shall be the general practice of all parties to process grievances during times, which do not interfere with or cause interruption of the employee's working day. Release time shall be granted only upon mutual consent of the aggrieved person, the Association, and the employer.
- I. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.
- J. Any withholding of services or work stoppage encouraged, authorized, or supported by the Association, while grievance procedures are in process, shall constitute the basis of immediate discontinuation of any pending grievance(s).
- K. Grievances must arise and be filed in a timely manner during the term of this Agreement in order for the grievance to be subject to the arbitration process.

## **ARTICLE EIGHT (8) - MAINTENANCE OF STANDARDS**

The employer agrees that all clearly established, continuous, and mutually recognized conditions of employment in the individual operation relating to wages, hours, overtime, differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the employer or the Association in applying the terms and conditions of this Agreement if such error is corrected within three (3) months from the date of error.

The party alleging a violation of a past practice as defined herein shall bear the burden of proof that the practice has been violated.

The parties agree that Article eight (8) is intended to include only those proper practices and minor benefits not covered by the specific language in the contract. Also, Article eight (8) is not intended to conflict with the District's ability and responsibility to manage its affairs.

## **ARTICLE NINE (9) - SUBCONTRACTING**

Any subcontracting contemplated by the employer shall be subject to negotiations by the parties. If the parties are unable to reach agreement, the matter may be mediated. This provision is applicable except as may be modified by Public Act 112.

## **ARTICLE TEN (10) - DISCIPLINE/DISCHARGE**

A. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within five (5) working days. The employee, at his/her option, may notify the Union. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:

1. Unauthorized or excessive absence from work;
2. Commitment or conviction of any criminal act;
3. Conduct unbecoming any employee in the public service;
4. Disorderly or immoral conduct;
5. Incompetency or inefficiency;
6. Insubordination;

7. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
8. Neglect of duty;
9. Negligence or willful damage to public school property, waste, or misappropriation of public school supplies or equipment;
10. Violation of any lawful regulation or order made by a supervisor;
11. Refusal or failure to use required safety equipment;
12. Willful violation of any provisions of this contract;
13. Deliberate falsification of records and reports; or
14. Violation of the District's smoking policy.

B. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the employer. When a request for such representation is made, there will be no further discussion with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be apprised by the employer of the employee's right to representation.

All dismissals shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without prior approval of the Assistant Superintendent of Human Resources.

C. An employee may be dismissed, suspended, or disciplined pending investigation and discussion, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, except where an arbitrator determines that a lesser award is appropriate, including litigation of damages.

D. Both parties recognize that communication is critical to employee/employer relationships within an efficient workplace. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

1. Written warning by Director of Food Service.
2. Written reprimand by Director of Food Service.
3. Suspension with pay pending a "just cause" hearing (in cases where such a hearing is necessary).
4. Suspension without pay.

5. Dismissal for just cause only.

The parties recognize that some infractions may be so serious as to warrant skipping one or more steps in the process.

- E. If the dismissal or suspension is sustained under the procedures outlined in the grievance procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.
- F. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.
- G. In any case of dismissal, suspension, or disciplinary action, the employee, if he/she so desires, may request an investigation. This request must be written and presented within five (5) working days from the date of dismissal, suspension, or disciplinary action. Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided in the grievance procedure.
- H. Letters of reprimand shall not be placed in the individual employee's files before a hearing attended by the employee and Director of Food Service. A Union representative may be present if requested by the employee.

**ARTICLE ELEVEN (11) - SENIORITY, LAY-OFF, AND RECALL**

- A. Seniority is defined as the length of the service of the employee within the bargaining unit. All employer responsibility to the employee on the basis of seniority is as hereinafter set forth. Seniority within the bargaining unit shall commence on the date of the employee's satisfactory completion of her/his probationary period as defined in sections B and C of this Article.
- B. Employees shall be regarded as probationary employees until they have satisfactorily completed a sixty (60) work day probationary period of employment within the bargaining unit. If at any time prior to the completion of the sixty (60) workday probationary period of employment the employee's work performance is unsatisfactory to the employer, the employee may be discharged by the employer during this period without appeal by the Association. There shall be no further responsibility for the re-employment of such probationary employees if they are laid-off during this period.
- C. In order to acquire or accumulate seniority, the employee must work sixty (60) workdays of employment uninterrupted by lay-off or leave of absence. In the event a probationary employee is temporarily laid-off and reinstated, or in the event such employee is absent on scheduled work days, said employee shall work additional days equal to the number of days the employee was absent. Such employee shall not have completed their probationary period until these additional days have been worked. Upon satisfactory completion of the probationary period, the employee's seniority shall be established.

- D. In the event that two (2) or more employees satisfactorily complete their probationary period within the bargaining unit on the same date, their seniority shall be determined by adding the last four digits of the affected employees' social security number. The highest combination of the last four digits shall result in that employee having the higher seniority.
- E. Seniority lists shall be established and maintained by the employer and made available to the Association designee no later than the fourth (4th) Friday of each school year. Any objections must be submitted in writing within seven (7) workdays from the Association designee's receipt of such list. Thereafter, the seniority list shall be considered final and accurate and the District shall incur no liability for relying upon the accuracy of the seniority list.
- F. An employee shall be terminated and lose her/his seniority within all classifications if:
1. The employee quits;
  2. The employee is discharged and not reinstated;
  3. The employee is absent for three (3) consecutive working days without prior notice to the Assistant Superintendent of Human Resources or the Director of Food Service;
  4. The employee fails to report for work upon notice of recall from layoff, by certified mail to the last known address, unless she/he notifies the Director of Food Service within three (3) working days, exclusive of days when no mail deliveries are made;
  5. The employee fails to report for work on the first regularly scheduled workday following a leave of absence, or fails to secure an approved extension of a leave of absence;
  6. The employee falsifies personnel records, medical history, fails to report a criminal record, or falsifies the reason for a leave of absence;
  7. The employee is employed elsewhere during a leave of absence without the knowledge of the employer;
  8. The employee is laid off for a period of two (2) years; or
  9. If an employee has been granted a leave of absence for a period of one (1) school year or less, the employee shall have the right to return to the same position she/he vacated without loss of seniority. If the employee has been granted a leave of absence for the subsequent school year, then she/he shall have the right to return to a similar position within the bargaining unit. After two (2) school years of prolonged absence, the employee shall then lose all seniority and employment rights with the District.

The employer may, however, in its sole discretion, decide to extend the employee's absence beyond two (2) school years. Such an extension, if granted, will be considered to be an exception to this subsection and will not constitute a practice for extensions for prolonged absences in other leave situations.

G. Lay-Offs

1. The word "lay-off" means a reduction in the work force due to a decrease of work or lack of operating funds.
2. In the event it becomes necessary to temporarily reduce the working force, employees shall be laid-off and recalled according to seniority, provided the senior employee has the ability and the qualifications to perform the job. On lay-offs, probationary employees shall be laid-off first. It shall be further understood that in the event of a lay-off, the Association and management will meet and discuss all aspects of the lay-off to make sure the contract is adhered to and an orderly lay-off process is followed. The seniority list will be updated at this point for lay-off purposes.
3. Employees to be laid off shall have at least two (2) weeks' notice of the lay-off. The local Association President shall receive a list, from the employer, of the employees being laid off on the date the notices are issued to the employees.
4. Anything above notwithstanding, and regardless of their positions on the seniority list, the Association President and Secretary shall, in that order, in the event of a lay-off, be continued at work on the first open job in the unit which they can perform.
5. Employees who are displaced because of job elimination or lay-off shall have the right to replace other workers with less seniority.

H. Recall Procedure

1. When the working force is increased after a lay-off, the employees shall be recalled according to seniority, provided the senior employee has the ability and qualifications to perform the job. Notice of recall shall be sent to the employee at her/his last known address in writing. Within three (3) working days, exclusive of days when no mail deliveries are made, after receipt of the recall notice, the employee shall notify the employer of her/his intention to return to work and within ten (10) working days after receipt of the recall notice, she/he shall return to work. In proper cases, exceptions shall be made. Failure to conform to this provision shall mean that the employee shall be considered to have severed her/his employment.

**ARTICLE TWELVE (12) - TRANSFERS AND TEMPORARY ASSIGNMENT**

- A. In the event an employee is transferred from one position to another in the same classification, the hourly pay rate will remain the same. If an employee is transferred to a lower classification at the employee's request or at the convenience of the District, the employee will receive the hourly rate called for in the classification to which the employee is assigned.
- B. A regular employee temporarily assigned to a position of higher classification shall receive the pay for the position to which the employee is temporarily assigned.

- C. A regular employee taken from her/his regular work temporarily to perform other duties paying a lower rate shall receive the rate of her/his regular job.
- D. When a food service employee is temporarily assigned to a position other than the one on which they originally bid because of the absence of another employee, after an employee has worked these different hours for a period of fifteen (15) days, they will receive pay for holiday(s), personal business day(s), and sick leave/sick day(s) based on the hours of the job to which they have been temporarily assigned.
- E. Temporary vacancies (day to day absences) occurring due to absent employees will be filled by seniority order. The most senior person within the building, with the opportunity of equal or additional present hours, will always be asked first to fill the job vacancy for the entire absence period. If turned down, the job will then be offered, by seniority order, to the remaining employees. All vacancies of five (5) days or more shall be offered by district seniority.

The employee who fills the vacancy will then have her/his hours offered to the next most senior employee, with the opportunity for the hours. This will be done until all jobs are filled.

Individuals accepting such assignments, per this section, will be expected to work in that position for the full work day, and will not be required to perform duties of their own regular assignment while performing the duties of the temporary position they filled.

However, during the serving of lunches, the unit manager has the authority to assign employees to positions where they are needed. Cashier positions are not considered part of the bid position. Said position is earned by seniority. The Director of Food Services shall have the discretion to decide on the number of employees to be trained as cashiers in each building. Seniority shall dictate who is to be trained. When there is an absence of a permanent cashier, the trained substitute cashiers will rotate on a weekly basis according to seniority.

- F. Pilot projects shall run for a maximum of one (1) quarter (9 weeks) of a school year. Further, pilot programs shall have adequate staffing, pursuant to the increased workload needed to implement the pilot project. If the project becomes permanent, any additional employees shall be Food Service Association member(s) who shall be assigned to work the hours scheduled during the pilot project.
- G. Management, the President of the Association or designee, Elementary/Secondary Unit Managers, and the affected building staff shall meet prior to the implementation of any pilot project. The above individuals will discuss staffing, project timelines, evaluation of project, etc. The same group shall meet periodically to evaluate the pilot program. Final decisions regarding this pilot project will rest solely with the Director of Food Services.

### **ARTICLE THIRTEEN (13) - PROMOTIONS AND JOB OPENINGS**

During the year when a vacancy occurs, the employer shall post, for the bidding of said vacancy, the fifth (5th) working day after written notice is received by the employee, that a vacancy exists. The



job will be posted for five (5) working days when school is in session, and ten (10) weekdays (Monday through Friday) if posting goes up during a vacation period and/or summer break. Copies of postings, which go up during a vacation period and/or summer break, shall be mailed to the designated Association representative who shall be responsible for notifying bargaining unit employees of the vacancy or new position. Vacancies or new positions open of one-half (1/2) hour or more shall be posted for bid. Within an additional five (5) working days, the employee applying with the most seniority will be awarded the posted job, provided the most senior employee is qualified to fill the position, and shall assume the pay rate and job description of said job. The Association President shall be authorized to place the name of an employee on the bid sheet who is absent from work during bid time.

The successful bidder will have a thirty (30) working day break-in period. On or before the thirtieth (30th) working day, the employee may return to her/his prior position if the position has not changed or if the employer feels that the employee is not progressing satisfactorily. The employee will revert back to the job she/he vacated without recourse to the grievance procedure. If the employee's prior job has changed, she/he will not have the choice to revert back. The name next in seniority on the bid list, provided that employee is qualified to fill the position, will be granted the job break-in period. After an employee is selected to fill a vacancy, while the employee is serving the thirty (30) working day probationary period, all other bargaining unit employees within the building will have the opportunity to obtain equal or additional hours while the employee serves the probationary period. The remaining open position within the building will be filled by a substitute. If the employee satisfactorily completes the probationary period, the remaining vacancy will be posted and the same procedure will apply. If the employee reverts back or is returned to her/his previous position, so shall all the other bargaining unit employees within the building, whereupon the above procedure will again commence. Individuals accepting such assignments, per this section, will be expected to work in that position for the thirty (30) day break-in period, and will not be required to perform duties of their own regular assignment while performing the duties of the position they filled.

Application for job bids will be filed with the Assistant Superintendent of Human Resources' Office within the five (5) day posting date. Seniority will be the governing factor on all jobs provided the employee has the ability and qualifications to perform the job.

Notice of positions shall be given to the Association President, or her/his alternate, who shall post, at a conspicuous place (bulletin board of each building), so that all eligible employees will receive notice of the vacancy or new position open for bid.

An employee may exercise her/his right to refuse promotion or transfer of a promotional nature without loss of seniority or bias. The employer shall not require employees to accept involuntary transfers without just cause.

The successful applicant shall begin work no later than ten (10) workdays after the job is awarded.

When an opening remains after all bidding has been completed, the employer shall hire a new employee for that open position within ten (10) working days, or in exceptional cases, notify the union of reason for delay.

#### **ARTICLE FOURTEEN (14) - LINE OF RESPONSIBILITY**

- A. Food service employees in a building will be directly responsible to the Unit Manager of that building.
- B. The Unit Manager in each building will be directly responsible to the Director of Food Service.
- C. The Food Service Driver will be directly responsible to the Director of Food Service.
- D. A committee composed of three (3) Association members, the Director of Food Service, and the Assistant Superintendent of Human Resources shall develop a schedule of duties for each job classification in the bargaining unit, to become effective immediately upon adoption by the District and Association.

#### **ARTICLE FIFTEEN (15) - PERSONNEL RECORDS**

- A. **PERSONNEL RECORD NOTIFICATION** - An employee will be notified of any material which is being placed into her/his personnel file which is related to job performance or disciplinary action.
- B. **PERSONNEL FILE REVIEW** - Employees shall have the right to review their files and shall, upon request, receive a copy of any and all materials. Photocopy cost shall be charged to the employee.
- C. Subject to reasonable advance notice, the employer may allow the proper accredited Association representative, upon the affected employee's written authorization, the right to examine time sheets and any other official personnel records pertaining to the computation of compensation for any employee whose pay is in dispute or any other official personnel records of the School Board pertaining to a specific grievance.
- D. Such review of personnel records shall be conducted in the presence of the Assistant Superintendent of Human Resources or his designee.
- E. Discipline will not be considered for progressive disciplinary purposes after three (3) years from date of the infraction.
- F. Effective with this contract, information or accusations found to be false shall be expunged from the personnel file. This clause pertains to documents placed in the personnel file subsequent to July 1, 2001.

#### **ARTICLE SIXTEEN (16) - NON-DISCRIMINATION AND SAFETY PRACTICES**

##### **Section One (1): NON-DISCRIMINATION**

- A. The employer and the Association agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such

individual's race, color, religion, sex, age, or national origin, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunity because of race, color, religion, sex, age, or national origin. If an employee has a complaint relating to discrimination in the work place, then the employee shall:

1. Present the complaint in writing with the Director of Food Service, who shall respond in writing within five (5) working days.
2. If the disposition of the matter is not resolved with the Director of Food Service, then the employee shall, within five (5) working days, meet with the Assistant Superintendent of Human Resources in an attempt to resolve the complaint.
3. If the disposition of the complaint is not resolved through this procedure, then the employee may seek recourse through the appropriate adjudicative body.

Section Two (2): SAFETY

- A. The employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.
- B. Employees shall immediately, or at the end of their shift, report all defects of equipment to the Unit Manager who, in turn, will report to the Director of Food Service. Such report shall be made on a suitable form furnished by the employer. The employer shall not require an employee to use equipment that presents a clear and present danger to the employee's health or safety.
- C. When there is a question as to whether or not the equipment is or is not in a safe operating condition, the local Association President and the Director of Food Service shall forthwith review the equipment, situation, and condition in a meaningful attempt to rectify any alleged unsafe condition. During such time the employee shall not be required to operate such equipment if it presents a clear and present danger to her/his health or safety. If the employee is not satisfied with the disposition of the meeting to rectify the alleged unsafe condition, then the employee may seek recourse through the appropriate adjudicative body.
- D. No employee shall be asked to engage in any work of danger that takes trained personnel; i.e., bomb scare, high voltage lines, etc.
- E. There will be an emergency telephone hookup in all buildings after the switchboard is closed.
- F. The employer shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness caused by unsafe conditions. Should the employer require the use of safety glasses and/or goggles, these will be provided by the employer.
- G. Fifty dollars (\$50) will be allowed at the beginning of each school year toward the purchase of Knapp slip resistant or other appropriate footwear. The employee will be reimbursed, upon presentation of the newly purchased shoes to the Director of Food Service, and the

receipt to the Personnel Office. The Director of Food Service will assess additional need for shoes, with appeal to the Assistant Superintendent of Human Resources. These shoes shall be used for work purposes only. Employees may request a second pair of shoes on a pre-printed form and submit it to the Director of Food Service for approval and to the Assistant Superintendent of Human Resources for authorization for a fifty-dollar (\$50) maximum reimbursement.

H. Shoe Reimbursement Form

BEDFORD PUBLIC SCHOOLS  
FOOD SERVICE DEPARTMENT  
SHOE REIMBURSEMENT REQUEST

DATE: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_

BUILDING: \_\_\_\_\_

REQUEST FOR: \_\_\_\_\_

FIRST PAIR: \_\_\_\_\_

SECOND PAIR: \_\_\_\_\_

DATE LAST PAIR OF SHOES WAS APPROVED: \_\_\_\_\_

SIGNATURE: DIRECTOR OF FOOD SERVICE: \_\_\_\_\_

SIGNATURE: ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES:  
\_\_\_\_\_

APPROVED: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

- I. Three (3) Bedford Public Schools dress shirts will be purchased annually by the District for each Food Service employee. Each new bargaining unit employee will receive three (3) dress shirts.

All Food Service employees shall be required to wear District provided shirts during work hours with the exception of holidays, spirit days, or other days approved by the Director of Food Service.

- J. The Driver will be provided a winter coat, rain parka and gloves as approved by the Director of Food Service and the Assistant Superintendent of Finance & Operations.

Section Three (3): INJURY

- A. Following approval of the school nurse, an employee who is injured on the job, shall be released to seek medical attention without loss of pay unless such absence is covered by Workers' Compensation.

If an employee is disabled for less than a period of seven (7) consecutive days, there is no entitlement to weekly benefits under the Workers' Disability Compensation Act. If the incapacity extends beyond the period of one (1) week, compensation shall begin on the eighth (8th) day after injury. If the incapacity continues to two (2) weeks or longer, or if death results from the injury, compensation is to be computed from the initial date of injury.

Section Four (4): NON-GRIEVABLE

- A. The parties agree that disputes arising under Section One (1) of this Article are not subject to the grievance procedure.

**ARTICLE SEVENTEEN (17) - PHYSICAL EXAMINATION AND TUBERCULOSIS TEST**

- A. If a physical examination is required of all newly employed personnel, the choice of physician shall be the Board's, and the expense of the examination borne by the employer. The Board will reimburse the employee for this expense when the Business Office is presented with a statement from the doctor. The report of physical examination must be returned to the Personnel Office before employment begins.
- B. When the Board of Education and the Director of Food Service direct an employee to obtain a medical certificate from a Board approved physician, as evidence of an employee's illness or injury, then the medical certificate will be at the employer's expense.
- C. TB Tine Test, if required, shall be available at no cost to the employee.

**ARTICLE EIGHTEEN (18) - UNPAID LEAVES OF ABSENCE**

- A. Leave of absence without pay may be granted for any reasonable cause. These leaves are to be agreed upon by the employer. The maximum leave of absence shall not exceed two (2) months and may be extended upon request for a period up to an additional three (3) months. For extenuating circumstances, further extensions may be granted at the discretion of the employer. No leave shall be granted to accept other employment.
- B. Employees may be granted a leave of absence without pay, not to exceed one (1) month in a calendar year, for education purposes for attending conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to her/his work or position. Such leave, however, shall be limited to no more than three (3) employees per year, unless approved by the Assistant Superintendent of Human Resources.

- C. All employees granted a leave of absence for one (1) month or more shall notify the employer of her/his intention to return to work within five (5) working days of the expiration date of the leave of absence.
- D. An employee may return to work prior to expiration of a leave of absence provided the employee gives the employer at least three (3) days notice of her/his desire to return.
- E. Association Business - A member of the Association, selected by the Association to participate in Association business, conferences, seminars or conventions, may be granted a leave of absence without pay at the request of the Association, provided at least two (2) weeks notice is given. A leave of absence for such Association activity shall not exceed one (1) month, nor shall more than three (3) such leaves be granted during a calendar year, unless approved by the Assistant Superintendent of Human Resources.
- F.
  1. Any request for a leave of absence shall be submitted in writing by the employee to the employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
  2. Authorization for a leave of absence shall be furnished to the employee by the employer and it shall be in writing.
  3. Any request for a leave of absence shall be answered promptly, within three (3) working days.
  4. Upon the employee's return from a leave of absence, she/he will receive all seniority rights and all benefits based on her/his total length of service, which shall include her/his leave time, except as provided in Article 11, F-9 (SENIORITY, LAY-OFF, AND RECALL).
- G. Absence for other than illness may be granted, on approval of the Director of Food Service and subject to the availability of an adequate substitute. Any such request should be made at least one (1) week prior to the date of anticipated absence. Seniority shall continue to accrue during approved leaves of absence.
- H. Employees may apply for up to two (2) weeks of unpaid leave during the school year for vacation purposes at a minimum of one (1) week increments. The Director of Food Service may grant such a request based on available manpower and other food service requirements. A ten (10) day notice is required, and a response within a week is required.

**ARTICLE NINETEEN (19) - MATERNITY LEAVE**

- A. Pregnancy - Disability Leave - The employee shall be granted an extended unpaid leave of absence upon exhaustion of all earned sick leave for the duration of a pregnancy related disability, provided the employee presents a written statement, by a physician, stating that an extended leave of absence is necessary due to the disability.
- B. Parental Childcare Leave - Parental Childcare Leave may be granted for purposes of child rearing, not to exceed one (1) school year.

## ARTICLE TWENTY (20) - SICK LEAVE/PERSONAL DAYS/FUNERAL DAYS

### Section One (1): SICK LEAVE

- a. Each employee covered by this Agreement will be entitled to earn sick leave/sick days, accumulated at the rate of one (1) day per twenty five (25) days worked, provided a majority of the twenty five (25) day period is worked. Maximum accrual of sick days shall be unlimited.
- b. Sick leave/sick days shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury, or for medical, dental or optical examination or treatment. The parties agree that the term sick leave, sick leave days, and sick days are synonymous.
- c. Employees who are unable to perform their duties because of personal illness or disability should notify the building Unit Manager of that fact within at least two (2) hours prior to the start of their shift on the work day the employee is absent, unless an emergency exists. In the event that the disability extends beyond the first workday, the employee and the Director of Food Service may make arrangements as to the frequency of the continued notification by the employee of the illness or disability. A medical certificate may be required by the Director of Food Service at the employee's expense as evidence of an employee's illness or injury if the employee is sick for five (5) or more consecutive working days.
- d. Sick Day Bonus - Any food service employee having no absence chargeable against her/his earned sick leave/sick day, and having no time off without pay for an entire school year shall receive a one hundred dollar (\$100) payment at the end of the school year.
- e. Pay for sick days shall be based on the employee's average rate of pay based on the individual's regular hours worked per day for the two week pay period proceeding the use of said sick days, excluding overtime.
- f. Upon retirement, employees covered by this Agreement shall receive \$25 per day for each unused accumulated sick day, up to 50 days.

### Section Two (2): PERSONAL BUSINESS DAYS

- a. Employees covered by the terms of this contract may use three (3) days per year for personal business. These days are to be requested on a form provided by the Board, and rules governing the use of personal business days are found on the request form. A request to use a personal business day must be submitted to the Director of Food Service three (3) days prior to its use except in cases of emergency. The Director shall give a prompt response. The employee shall not be required to give a reason for the use of a personal business day; however, employees shall comply with the provisions contained in the "Request for Personal Business Day" form. The parties

agree that the District shall have the exclusive right to limit the number of employees that may be granted a personal day on any given day.

Unused personal business days will be converted to accumulated sick leave days at the end of each fiscal year, except that one (1) personal business day may be carried over to create four (4) for the following year.

- b. Employees may request to use sick days for completion of additional duties related to such deaths in the family.
- c. Provided the negotiations occur outside of the employees regularly scheduled work day, each member of the Bargaining team shall be credited with one additional personal business day during the school year in which an Agreement is negotiated. The Association shall provide the names of said members to the District at the conclusion of negotiations. Upon such notification, the District shall immediately credit each member one additional personal business day.

Section Three (3): FUNERAL LEAVE

- A. A maximum of five (5) days for a death in the immediate family. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandchild, son-in-law, daughter-in-law. Step relatives within the definition of the immediate family shall include step-mother, step-father, step-sister, step-brother, step-child, and step-grandchild. A maximum of three (3) days for the death of a grandparent, legal guardian, resident dependent of the immediate household, step-in-law (father, mother, brother, sister, son, daughter). Maximum of one (1) day for the death of a niece, nephew, aunt, or uncle. If travel time is necessary, the Assistant Superintendent of Human Resources shall determine the length of reasonable travel time allowed. A request for such leave shall be made within three (3) working days of appropriate notification of the death.

**ARTICLE TWENTY-ONE (21) - HOLIDAYS**

- A. The following named holidays shall be paid at the employee's average rate of pay based on the individual's regular hours worked per day for the two (2) week pay period preceding the holiday, excluding overtime, in addition to any monies earned by the employee on such holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Labor Day, Memorial Day and 4<sup>th</sup> of July provided the employee complies with the qualifications set forth herein.
- B. In order to qualify for a paid holiday not worked, it is provided that the regular employee must work the regularly scheduled workday, which immediately proceeds and follows the holiday, unless the employee is on paid sick leave or sick day, or unless the absence is mutually agreed to.
  - 1. An employee off work and receiving Workers' Compensation will receive holiday pay for holidays falling within the first six (6) months of Workers' Compensation coverage.



2. If an employee is required to work on a holiday, time and one-half (1 1/2) shall be paid for all time allowed by the Director of Food Service. This is in addition to regular holiday pay.

#### **ARTICLE TWENTY-TWO (22) - JURY DUTY/JOB RELATED COURT APPEARANCES**

A Food Service worker called for jury duty or subpoenaed as a witness to give testimony before any tribunal agree that monies paid to the employee shall be given to the District; the district agrees to pay employee for the day's wages. The employee may keep any mileage reimbursement given. Any employee involved in a job related accident, while on duty, who is subpoenaed by the employer or who is required by the employer to appear in court, due to the accident, shall suffer no loss of pay.

#### **ARTICLE TWENTY-THREE (23) - OCCUPATIONAL DISABILITY/WORKERS' COMPENSATION**

##### **A. Occupational Disability**

Any employee, in any work classification covered by this Agreement, who has been incapacitated at her/his regular work or by injury or compensable occupational disease, while employed by the Board of Education may be employed in other work in the various departments of the school system at work which she/he can perform. Employees injured on the job, and sent home because of this injury, shall be paid for the remaining unworked hours of that day.

##### **B. Workers' Compensation**

Each employee will be covered by the applicable Workers' Compensation laws. The employer shall pay the difference between the Workers' Compensation payment and the employee's regular salary, when the insurance company starts the compensation, for a period of six (6) calendar months.

#### **ARTICLE TWENTY-FOUR (24) - WORK WEEK AND ACT OF GOD DAYS**

- A. A workday will consist of a minimum of three (3) hours work per day. All current personnel and current jobs as of July 1, 1995, will be grandfathered at a minimum of three (3) hours per day.

The workday of any new jobs created after July 1, 1995, will consist of a minimum of two (2) hours per day.

The parties agree to revisit this issue upon the hiring of a new Director of Food Service, but no later than August 1, 2005. (This includes a discussion of paragraph D. of this article.)

- B. The work week will consist of those days school is in session or professional staff is in the building. On days school is not in session, employees may be requested to work on a

voluntary basis. In the event there are no volunteers, the employer shall assign the lowest seniority employees who shall work at straight time pay.

- C. Employees will also work one (1) clean-up day before school starts in the fall and after school closes in June. On clean-up days, all employees shall be paid for time worked, not bid hours.

It is the responsibility of the Unit Manager at each building to see that all employees receive their lunch and break period on clean-up days.

- D. All elementary personnel shall work a minimum of four (4) hours per day. The following will be in effect only on days when anticipated meals to be served reach three hundred fifty (350) meals or more. The third person will be increased from three and three-fourths (3.75) hours per day to four (4) hours per day. This will not affect the two (2) hour person.
- E. Employees shall not be required to report for work when school is canceled due to inclement weather or an Act of God. Employees will have the option of using one personal business day for one inclement weather day per year.

#### **ARTICLE TWENTY-FIVE (25) - CALL-IN TIME**

All employees called to work outside her/his regular working hours shall receive a minimum of two (2) hours' compensation.

#### **ARTICLE TWENTY-SIX (26) - OVERTIME AND ADDITIONAL TIME**

- A. Any hours worked over a regular eight (8) hour shift will be paid at the minimum rate of time and one-half (1 1/2).
- B. Overtime shall be allowed under emergency conditions and must be previously approved by the Director of Food Service. Assignment of overtime shall be based on seniority as follows:

The overtime shall be offered first to the most senior employee within the building, and then in descending order, by seniority, to other employees within the building. The work shall then be offered, based on District-wide seniority, in descending order to other employees.

In the event the necessary number of employees is not secured, the work may then be assigned to employees with the least seniority, on a District basis.

- C. All work on Saturday and Sunday shall be paid at the minimum rate of time and one-half (1 1/2).
- D. Additional time is to be computed on the basis of the following:

Amount of time worked	Time allowed per day
Zero (0) – Seven (7) minutes worked	No time allowed

Eight (8) – Fifteen (15) minutes worked	Fifteen (15) minutes allowed
Sixteen (16) – Thirty (30) minutes worked	Thirty (30) minutes allowed
Thirty-one (31) – Forty-five (45) minutes worked	Forty-five (45) minutes allowed
Forty-six (46) – Sixty (60) minutes worked	Sixty (60) minutes allowed

- E. All time worked over eight (8) hours per day or forty (40) hours per week shall be considered overtime pay. All paid leave days will be counted in computing the forty (40) hours overtime and are to be computed on the basis of the chart in paragraph D.
- F. When an outside group contracts with the Food Service Department for a function, and this outside group is responsible for paying for the labor, then those employees who are required to work for that function will be paid time and one quarter (1 1/4).

**ARTICLE TWENTY-SEVEN (27) - SPECIAL EVENTS**

Management and the Association agree that special events, banquets, and summer programs play an important role in the success of the Food Service Program.

- A. The Director of Food Service shall post all special events for two (2) days. After two (2) working days, should bargaining unit members fail to sign up, work will be assigned from the seniority list.
- B. The employer and the Association agree that the Director of Food Service will be permitted to assist in the preparation and servicing of special events.

The employer agrees that supervisors shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit, nor shall supervisors do work which would deny bargaining unit members appropriate overtime, or their regular daily, hourly, or weekly work schedule.

The parties agree that if a disagreement arises as to the interpretation of this Section, the parties will discuss the situation with the Assistant Superintendent of Human Resources prior to filing a grievance.

**ARTICLE TWENTY-EIGHT (28) – SUMMER WORK OPPORTUNITIES**

- A. Summer employment opportunities will be posted for a minimum of five (5) working days. The summer child care position and alternate position are year-long positions which carry over during the school year on days when regular classes are cancelled for ½ days, inclement weather, holidays, etc. The two successful bidders for these positions will coordinate vacation times, with the more senior member receiving preference. Should the proper number of bargaining unit members fail to sign up, summer work will be assigned from the seniority list beginning with the least senior employee.
- B. The summer child care or alternate employee shall be paid for the 4<sup>th</sup> of July (According to the requirements of Article 21 – Holidays, paragraph B). The summer child care or alternate

employees, whoever works the majority of the summer, shall be paid an annual stipend of \$100 payable on September 1 of each year beginning with the 2005-2006 school year.

#### **ARTICLE TWENTY-NINE (29) - MILITARY SERVICE OF OUR COUNTRY**

Any employee in the Food Service Department, called upon to participate in military service, shall, at the time such services have been honorably completed, be returned to her/his position without loss of seniority, with time in service to be counted as accumulated seniority. The employee must report for work, within the time specified by Federal Law, after completing service.

#### **ARTICLE THIRTY (30) - REPORTING TIME**

Any employee reporting for work on her/his regular scheduled time, who is sent home by the Director of Food Service through no fault of her/his own, shall be paid for two (2) hours. If the employee works longer than two (2) hours, she/he shall be paid for the actual time worked.

#### **ARTICLE THIRTY-ONE (31) - PAID-FOR TIME/PAY DAYS**

All employees shall be paid for all time spent in the service of the employer. Time will be figured from the time an employee is required to begin her/his work until she/he is released from duty.

Existing paydays and pay periods shall remain in effect.

Every effort will be made to deliver payroll checks to food service employees at the Senior High School by 10:00 a.m. on paydays. In the event the Director of Food Service cannot pick up payroll checks, then the Unit Manager shall do so.

#### **ARTICLE THIRTY-TWO (32) - RETIREMENT**

Employees of the Bedford School District will be retired under the Michigan Public School Employees Retirement System (MPSERS).

#### **ARTICLE THIRTY-THREE (33) - GENERAL**

- A. Lunch Period - All employees covered by this Agreement are entitled to a twenty (20) minute duty-free unpaid lunch, with a free lunch provided. If the employee works five (5) hours or less, she/he will eat at the end of her/his scheduled work shift. If the employee works five (5) or more hours, the lunch will be scheduled in her/his regular work schedule. Under no circumstance will any employee eat her/his lunch during the student lunch periods. However, employees who work eight (8) hours are entitled to a thirty (30) minute duty-free unpaid lunch, with a free lunch provided. The Director of Food Service and a designated bargaining unit member at each building will designate a suitable place for employees to sit down and eat lunch.

- B. Break Period - Employees covered by this Agreement are entitled to a paid break period of twenty (20) minutes for each four (4) hours of work. Personnel will remain on the site to which they are assigned during their break period. Under no circumstance will any employee take her/his break period during the student lunch periods.
- C. Absence from work during scheduled working hours - Employees covered by this Agreement will remain on the site to which they are assigned during the scheduled working hours except in cases of extreme emergency, during lunch period, or with prior approval of the Director of Food Service.
- D. Nepotism - The School District discourages relatives from working in the same building, or from having one relative supervise another relative. Relatives are defined as husband/wife, (natural or step) father/mother, son/daughter, brother/sister, grandparents, and legal guardians.

If a Unit Manager has one or more relatives working in the same building, upon this policy's adoption, all but one of the employees will be encouraged to transfer to another building as soon as possible.

- E. Mentor training of employees new to an assignment is recognized as necessary and important to the quality of service. It is recognized that individual employee needs vary. Concerns should be brought to the attention of the Director of Food Service.

New position training and cash register training shall consist of no less than one (1) day to a maximum of three (3) days at the discretion of the Director of Food Service.

The Unit Manager training (paperwork and cash processing) shall consist of no less than three (3) days to a maximum of five (5) days at the discretion of the Director of Food Service.

The district will schedule training while school is in session. If it is ever necessary that training take place while school is not in session, the parties will mutually agree to the time and the place of said training.

- F. The Director of Food Service will make every effort to give employees at least six (6) weeks' notice regarding in-service training/calendar changes.
- G. The Director of Food Service and a person designated by the Association will prepare a list of needed equipment to be submitted to the District for authorization to purchase.

#### **ARTICLE THIRTY-FOUR (34) - STRIKES AND LOCKOUTS**

- A. During the term of this Agreement, the Association agrees that it, and/or the employees, shall not authorize, sanction, or condone any strike, as defined in the Michigan Public Act No. 336, as amended by Public Act No. 379. Strikes shall also be defined to include slowdowns, stoppages, sit-ins, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Bedford Public School District.

- B. In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible and to take prompt and appropriate action to bring about compliance with the terms of this Agreement.
- C. The employer agrees that in consideration for the performance by the Association of its responsibilities herein defined, there will be no lockout during the life of this contract.
- D. Upon enactment of a law giving bargaining unit employees the right to strike, nothing contained in this Agreement shall conflict or interfere with said right to strike.

#### ARTICLE THIRTY-FIVE (35) - INSURANCE

The Board agrees to provide insurance coverage for eligible employees on the following basis:

HEALTH - The Board will provide single coverage for up to 10 employees, MESSA Choices II PPO for ten (10) months per year.

The following conditions are pertinent.

- Employees receiving insurance must work at least 6 hours a day. Anyone who is involuntarily reduced in hours but qualified for health insurance benefits as of July 1, 2004 shall be grandfathered in under this article.
- Employees agree to pay \$7.00 per month to contribute to the cost of single MESSA Choices II PPO. Pre-tax at employee option.
- For those employees not receiving health insurance, the District shall provide a \$150 stipend per year per employee provided the amount of profit exceeds the suggested forecast (\$30,000 for the 2004-2005 and 2005-2006 school years.) The forecasted amount for the 2006-2007 school year shall be determined by the Assistant Superintendent of Finance & Operations no later than June 30, 2006.
- If 9 or less employees sign up for coverage, the 11<sup>th</sup> month is compensated.

Participants for coverage will be done on the basis of seniority (at least six (6) hours daily).

If a worker chooses not to select coverage or is not eligible for coverage according to aforementioned guidelines, the next most senior worker becomes eligible. All employees shall be entitled to the following benefits for a full twelve (12) month period for the life of this contract, according to the following article.

1. Life Insurance - The Board shall provide all employees Term Life Insurance protection with AD/D in the maximum amount of ten thousand dollars (\$10,000) that shall be paid to the employee's designated beneficiary. The carrier shall be selected by the employer.
2. Vision - All employees shall be eligible for Board paid VSPI or equivalent, per eligible employee, with said coverage to be selected by the employer.

3. Dental - Employees who work five (5) hours or more per day, shall be eligible for Board paid dental coverage, per eligible employee; said coverage to be selected by the employer (a minimum plan of Set/Seg Ultra Dent 50-50-50 – \$1,000 annual max with Master Plan; or its equivalent.50-50).

Employees or their dependents qualifying for District paid health care coverage, shall not receive any “abortion services or benefits” as part of the District paid health insurance benefits.

**ARTICLE THIRTY-SIX (36) – WAGES (Retroactive to July 1, 2004)**

	2004-05	2005-06	2006-07
Probationary Cafeteria Workers	\$7.93	\$8.01	\$8.09
Managers (After 10 days worked)	\$10.31	\$10.42	\$10.52
Morning Cook Workers	\$9.66	\$9.75	\$9.85
	\$9.03	\$9.12	\$9.21
Driver Beginning rate (After 20 days worked)	\$8.37	\$8.46	\$8.54
	\$13.58	\$13.72	\$13.86

One (1) driver is grandfathered in existing wage rate and bid hours.

**ARTICLE THIRTY-SEVEN (37) - LONGEVITY**

Food Service Association members shall receive longevity payments annually according to the following schedule. Longevity payments are payable on the employee's anniversary date or the first District payroll following the anniversary date. Beginning of years:

	04-05	05-06	06-07
Ten (10) – Fifteen (15) years	\$175	\$200	\$200
Sixteen (16) – Nineteen (19) years	\$225	\$250	\$250
Twenty (20) years and thereafter	\$275	\$300	\$300

**ARTICLE THIRTY-EIGHT (38) - SEPARABILITY AND SAVINGS CLAUSE**

- A. If any article or section of this Agreement, or of any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto of the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- B. In the event that any article or section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Association, for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary.

#### **ARTICLE THIRTY-NINE (39) - EVALUATION**

- A. Performance evaluations will be completed annually on or before May 1<sup>st</sup> of each school year
1. The evaluation shall be in writing and shall be by formal and informal observation of the employee's work throughout the year, based on the current job description. Each formal observation shall be preceded by forty-eight (48) hours' notice to the employee. Evaluations shall be by personal observation conducted by the Director of Food Service.
  2. All evaluations shall be reduced to writing and a copy given to the employee within ten (10) days of the evaluation. If the employee disagrees with the evaluation, she/he may submit a written response, which shall be attached to the file copy of the evaluation in question. If the Director of Food Service believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as well as an identification of the specific ways in which the employee is to improve, and of the assistance to be given by the employer towards that improvement. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
  3. 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. In no case shall the employee's signature be construed to mean that she/he necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if she/he desires. All written evaluations are to be placed in the employee's personnel file.
  4. The Director shall seek information from unit managers regarding potential for long-term employability of substitutes.

At the completion of the probationary period, an evaluation of the employee's work shall be completed, following the procedures of this provision.

In the event an employee is not continued in employment, the employer will advise the employee of the specific reasons therefore in writing with a copy to the Association.



**ARTICLE FORTY (40) - NON-SMOKING**

Smoking or the chewing of a tobacco product on Bedford Public School property, and/or in Bedford Public School vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford School District, shall not be permitted at any time.

**ARTICLE FORTY-ONE (41) – DISTRICT PAYROLL DEDUCTION**

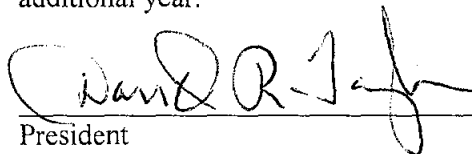
Enrollment in District payroll deduction programs such as the 403(b), United Way, Government Bonds, approved Teacher’s Credit Union, insurance options, Michigan Public School Employees Retirement System (MPERS) tax-deferred payment program, and direct deposit shall be available during open enrollment periods as designated by the District, and in accordance with the established payroll schedule and procedures for the year. Written employee authorization is needed to participate in District approved employee deduction programs. Add last sentence to opening paragraph on the Bedford Public Schools Employee Direct Deposit Authorization: “In the event an overpayment or underpayment is not discovered within the same pay period, the affected parties and an Association representative shall meet to resolve a pay back plan”.

**ARTICLE FORTY-TWO (42) – FROZEN SICK DAYS**

Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes her/his short-term disability insurance. The employee shall inform the Personnel Office in writing prior to the eighth (8<sup>th</sup>) day or prior to the twenty-ninth (29<sup>th</sup>) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.

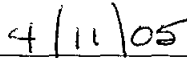
**ARTICLE FORTY-THREE (43) - TERMINATION OF AGREEMENT**

This Agreement shall become effective July 1, 2004, and remain in full force and effect until June 30, 2007. It is mutually agreed that this Agreement may be reopened for negotiations upon sixty (60) days written notice prior to the anniversary date, June 30, 2007. In the event no notice is given of the intention to reopen, all of the features of said Agreement shall automatically be renewed for an additional year.

  
\_\_\_\_\_  
President  
Bedford Board of Education

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President  
Bedford Food Service Association

  
\_\_\_\_\_  
Date