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6/30/98

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION**

**OF THE**

**LAPEER COMMUNITY SCHOOLS**

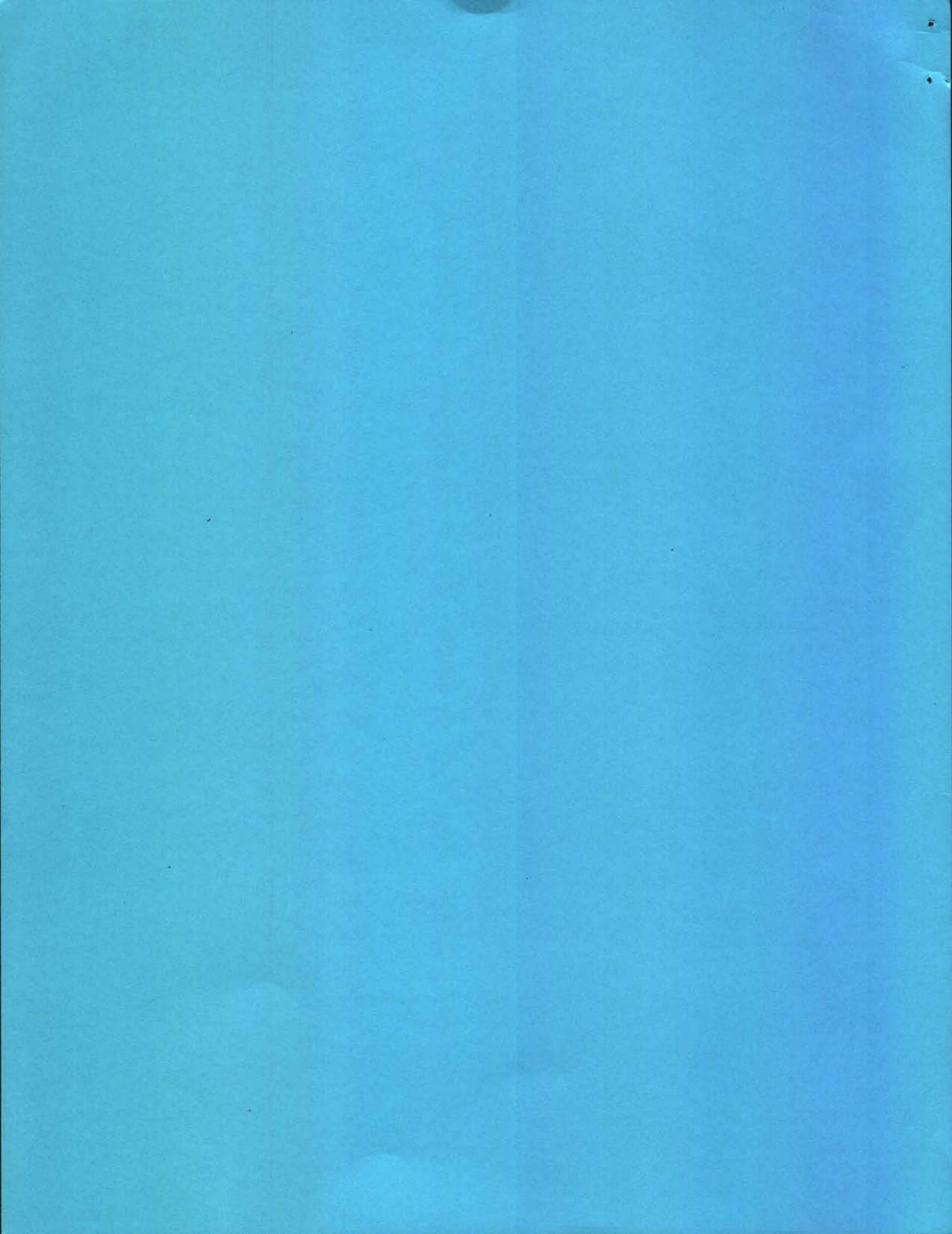
**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 591, AFL-CIO  
(CAFETERIA)**

**1995-98**

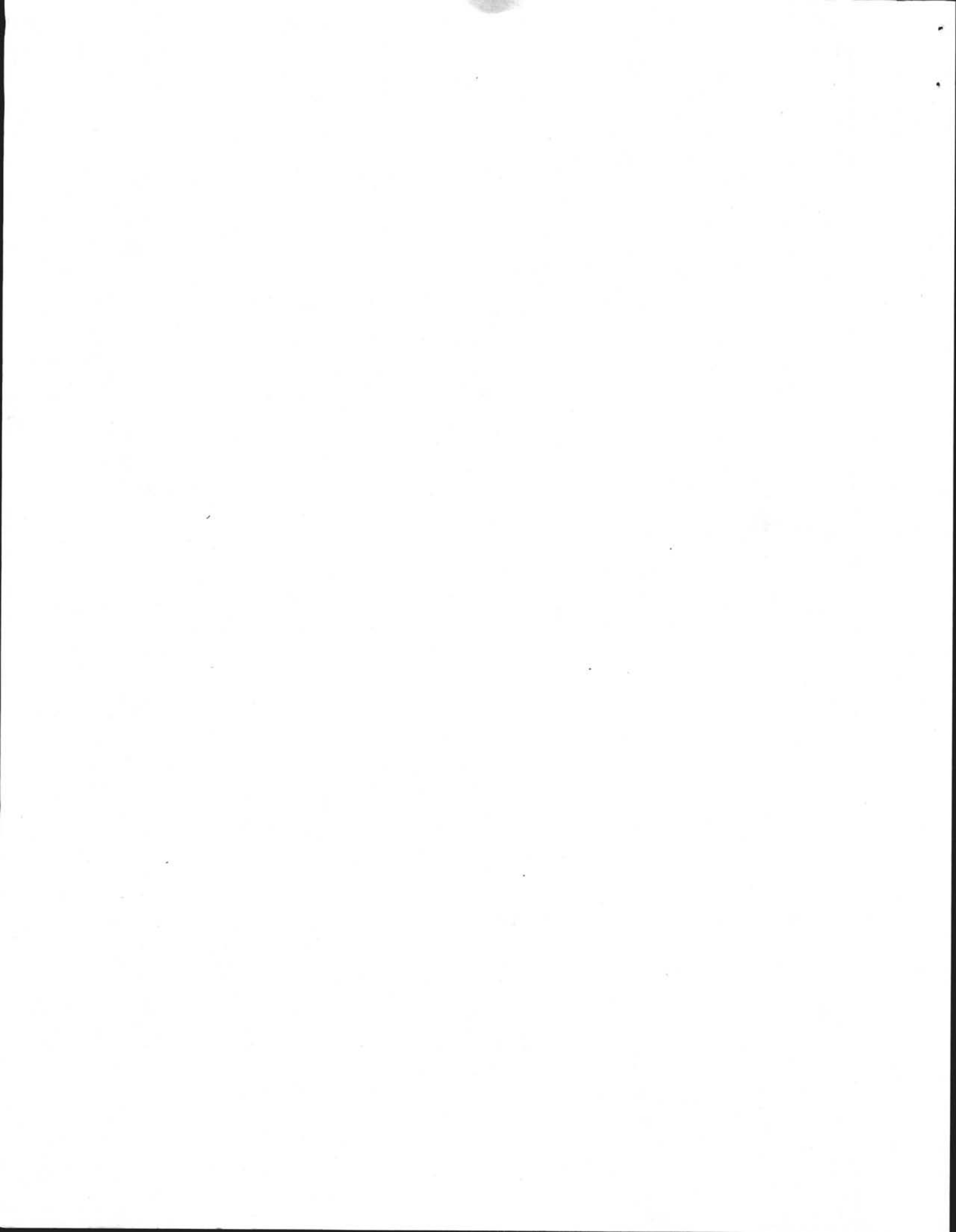
LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Lapeer Community Schools*



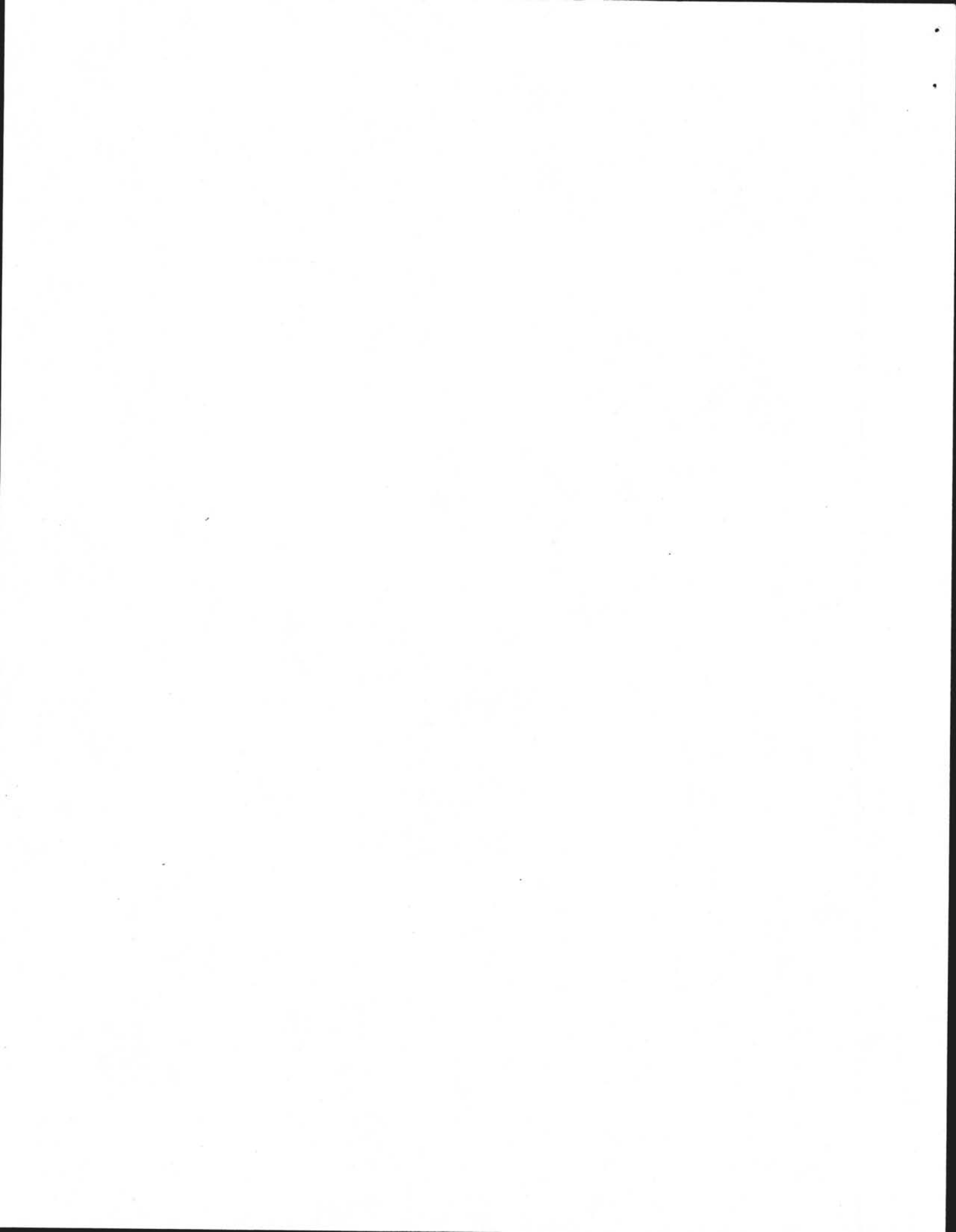
## TABLE OF CONTENTS

		<b>Page</b>
ARTICLE I	DEFINITIONS	1
ARTICLE II	RECOGNITION	1
ARTICLE III	UNION SECURITY AND DEDUCTION OF UNION DUES	2
ARTICLE IV	UNION RIGHTS	3
ARTICLE V	MANAGEMENT RIGHTS	4
ARTICLE VI	LEAVE PROVISIONS	5
ARTICLE VII	GRIEVANCE PROCEDURE	10
ARTICLE VIII	WORKING CONDITIONS	13
ARTICLE IX	SAFETY AND EQUIPMENT	14
ARTICLE X	SENIORITY	15
ARTICLE XI	VACANCIES, TRANSFERS AND POSTINGS	17
ARTICLE XII	LAYOFF AND RECALL	19
ARTICLE XIII	PROBATIONARY PERIODS	19
ARTICLE XIV	EXTRA WORK AND OVERTIME	20
ARTICLE XV	RETIREMENT	24
ARTICLE XVI	DISCIPLINE OF EMPLOYEES	24
ARTICLE XVII	EFFECT OF LEGISLATION	24
ARTICLE XVIII	BARGAINING UNIT WORK	25
ARTICLE XIX	STRIKES AND SANCTIONS	26
ARTICLE XX	COMPENSATION, BENEFITS AND WORK DAYS	26
	TERMS OF AGREEMENT, SPECIAL PROVISIONS AND RE-OPENER PROVISION	32



## TABLE OF CONTENTS (continued)

	<b>Page</b>
<b>JOB DESCRIPTIONS</b>	34-40
Head Cook (Cook I)	34
Cook Helper	35
Cook Helper - Lunch Area Aide	36-37
Van Driver	38
Production Leader	39-40
<b>LETTERS OF AGREEMENT</b>	
Employee Benefits	41
Student Breakfasts	42
Family and Medical Leave Act	43
Special Food Services Program	44-48
Attendance Incentive	49
Health Insurance	50





**AGREEMENT**

This Agreement entered into this 22th day of November, 1995, by and between the Lapeer Community Schools' Board of Education, hereinafter called the "Board", and the Service Employees International Union, AFL-CIO, Local 591, Unit 190, hereinafter called the "Union".

**WITNESSETH:**

**PREAMBLE**

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement shall set forth their Agreement on rates of pay, hours of work, and terms and conditions of employment of the Board employees covered by this Agreement.

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

**ARTICLE I  
DEFINITIONS**

**Section 1**

The terms "Board" and "Union" shall include authorized officers, representatives, and agents. Despite reference herein, the "Board" and "Union" as such, each reserves the right to act hereunder by committee or designated representative.

**Section 2**

Reference to male employees shall include female employees.

**ARTICLE II  
RECOGNITION**

The Board hereby recognizes the Union as the exclusive bargaining representative for:

ALL FULL TIME AND REGULAR PART TIME FOOD SERVICE PERSONNEL OF THE LAPEER COMMUNITY SCHOOLS EXCLUDING ALL SUPERVISORS, ADMINISTRATORS, TEACHERS, TEACHERS AIDES, CUSTODIANS, OFFICE CLERICAL, TEMPORARY AND SUBSTITUTE EMPLOYEES, AND ALL OTHER SCHOOL DISTRICT EMPLOYEES.

**ARTICLE III**  
**UNION SECURITY AND DEDUCTION OF UNION DUES**

**Section 1**

All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same amount and in the same manner as Union members and shall do the above as a condition of employment.

**Section 2**

During the term of this Agreement the Board will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Board will continue to honor those written assignments already in its possession.

**Section 3**

The Union shall notify the Board in writing of the amount of such dues, fees, and assignments. The Board will cause such dues, fees, assignments to be remitted promptly to the Union. Normally, deductions will be made on the last pay period of each month. The Board shall provide, each October, a master list of all unit employees and the amount paid by each. In subsequent months the Board shall provide a copy of the October list and a list of all additions and deletions.

**Section 4**

All employees presently employed by the Board of Education shall make the above payment to the Union on the first full pay period after the ratification of the current contract by members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) workdays of employment with the Board of Education.

**Section 5**

The Board shall provide the Union, at the time of hiring for each new employee, the name, assignment, and the date of hire for the new employee. The Board shall inform the Union on the date of return of any employees returning from leave of absence. The Board shall inform prospective employees prior to hiring of the contents of this article.

**Section 6**

The Union agrees that the amounts paid to the Union by non-Union member employees must be established consistent with the applicable laws and administrative law interpretations regarding non-Union member employee representation costs. Furthermore, the Union shall not request the Board to collect any fee, assessment, or contribution from



any employee for which to do so would be a violation of the then applicable interpretations of the laws governing such payments.

**Section 7**

The Union shall indemnify, protect and save harmless, the Board against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with the provisions of this Article.

**ARTICLE IV  
UNION RIGHTS**

**Section 1**

The employees and the Union, as their exclusive bargaining representative, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.

**Section 2**

The Board agrees to furnish the Union in response to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and other such information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the food service staff and customers, together with information which may be necessary for the Union to process any grievance or complaint. Such requests must be in writing and specifically designate the material requested. For materials not normally mass produced a reasonable cost/charge may be required.

**Section 3**

The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings, providing such use does not interfere with previous building commitments.

**Section 4**

Duplicating machinery shall be available for Union use. Materials used solely for the benefit of the Union shall be paid for by the Union. Materials used for preparation of items of mutual and common use shall be provided without cost by the Board.

**Section 5**

The Union shall appoint stewards and alternate stewards. No steward or alternate, regardless of when selected, shall function as such until the Board has been notified in

writing by the president of the local Union, chairperson of the unit, or an international Union or council officer of her/his election.

**Section 6**

Stewards and their alternates and other Union officials shall be permitted to engage in contract negotiations and adjustment of grievances subject to the limitations set forth in this Agreement.

**Section 7**

Any steward or alternate steward having an individual grievance in connection with her/his own work may ask that another steward or alternate or Union official assist her/him in adjusting the grievance with her/his supervisor.

**Section 8**

Bulletin boards shall be erected in a conspicuous place for the purpose of posting notices of Union business or activities. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

**Section 9**

All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail to such address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 1301 West Dayton Street, Flint, Michigan 48504, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to her/his last address recorded in the Board's office. It shall be the responsibility of employees to notify the Board and their immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right to:

1. Manage and control the school's business;
2. Direct the working forces and promote, reassign, layoff, and transfer employees as may be necessary as per contract;

3. Determine the size and placement of the working force and location of all work operations;
4. Adopt and enforce reasonable rules and regulations;
5. Determine all services, supplies, and equipment necessary to continue operation;
6. Determine standards of operation and goals for improvement;
7. Determine qualifications for employees generally and the specific qualifications for various positions;
8. Determine all financial policies and operations;
9. Determine the supervisory organization for all operations.

## **ARTICLE VI**

### **LEAVE PROVISIONS**

#### **Section 1**

The Board and Union agree that regular attendance of all employees is essential to the proper operation of the Board's cafeteria operations. Further, it is agreed that the leave provisions here set forth provide for the reasonable absences from work of employees. The Board reserves the right to investigate suspected abuses of the leave privileges and to require reasonable proof when evidence exists that abuse has occurred. Furthermore, the Board has the right, limited by the provisions of this Agreement and applicable laws, to discipline employees for abuse of leave privileges or for excessive absenteeism or tardiness. The Board confirms the Union's right to use the Grievance Procedure when the Union alleges that the contract has been violated in respect to leaves and absences of employees. It is the responsibility of the employee to notify her/his supervisor of the reason for an absence at the time he/she reports the absence. Notice of absence from work will only be accepted from the employee or her/his spouse.

#### **Section 2 - Sick Leave**

- A. Regular employees shall have one (1) leave day credited to their individual leave accounts following the completion of each month of regular employment for all work to which they were regularly assigned and scheduled to work at least one half (1/2) of the scheduled workdays in the month. Employees working the full school year may earn ten (10) leave days per year. Employees must work or be on paid leave at least one half (1/2) of the workdays in a calendar month to be credited with leave days.
- B. The value of a leave day credited to an employee's individual account is based on her/his regular assignment during the month it was earned. Employees who earned leave days on a two hour assignment may need to use several leave days if they have an absence while assigned to a longer workday. Employees working 15 workdays or more in a longer hour position shall earn sick time at the longer hour rate.
- C. Sick leave day credits may be carried from one year to the next and may accumulate to 720 hours. Employees with greater accumulations as of 6/23/82 shall be allowed to retain and use the excess days.

- D. Sick leave days may be used when an employee's personal illness or physical incapacity makes working impossible or detrimental to the employee's recovery. An employee claiming leave for personal illness extending beyond five (5) consecutive workdays shall be required, before being entitled to further sick pay, to submit to her/his immediate supervisor a written request for leave which shall indicate the type of leave (i.e. paid sick leave or unpaid sick leave) as well as the nature and estimated duration of the illness and a physician's written statement which shall indicate the nature and estimated duration of the illness. Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.
- E. Sick leave days may be used when an employee needs to remain out of work because of the illness, injury, or incapacity of a member of the employee's immediate family, which includes the employee's spouse, children, parents, brother, sister, grandparents or any other person whose relationship is equivalent to that of a household relative. Grandchildren, mother-in-law, father-in-law, daughter-in-law, and son-in-law shall be included in the immediate family provided the employee submits a written statement following such absence, attesting to the fact that the appropriate relative such as the grandchild's parents, etc. respectively were either also working or for some reason other than work were unable to attend to the child. Sick days in excess of five (5) consecutive workdays cannot be used for illness in the family, unless the family member is one who is herein described and has been a member of the employee's household during the previous six (6) months or is a newborn infant.
- F. An employee who resigns and is later rehired is not entitled to previously earned sick leave.
- G. Any employee whose personal illness extends beyond the period of compensation provided by leave day unit provisions shall be granted upon written request, a leave of absence without any pay or fringe benefits except as paid by the employee or as provided by contract for such time as is necessary for complete recovery from such illness, but not to exceed twelve (12) months. Any employee on medical leave of absence without pay or fringe benefits, except as paid by the employee, shall not be entitled to advancement on the salary schedule, but shall be allowed to accumulate seniority up to three (3) months. During such medical leave the employee shall not maintain other employment unless specifically approved by the Board. If not approved the leave shall be cancelled and the employee shall be discharged if she/he does not report to work within five (5) working days of receipt of notification from the Board. The Board may require verification of such extended illness by a physician acceptable to the Board. If the employee's own physician is unacceptable to the Board, the Board shall pay the cost of examination by a doctor acceptable to the Board.
- H. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall have the option of receiving from the Board the difference between the disability benefits provided by the Worker's

Compensation Law and the accumulated sick leave benefits herein provided. To the extent that the Board makes payment to the employee for that portion of her/his salary not reimbursed under the Workmen's Compensation Law, said partial payments shall be charged pro rata against the employee's accumulated sick leave. The conditions of return to employment shall be the same as in medical leave. Seniority shall accrue during such period and salary schedule experience shall be allowed.

### **Section 3 - Personal Business Leave**

- A. After an employee has completed forty (40) days of satisfactory work as a regular employee she/he is entitled to two (2) days per year (prorated for employees working less than a full year) for personal business. Unused personal business days may accumulate to four (4) days. Personal business days accumulating in excess of four (4) days shall be transferred to accumulated sick leave.
- B. The following explanations of personal business require no further explanation: legal matter, financial matter, moving, marriage of employee or family members. All other requests for use of a leave day for personal business may require further explanation. Whenever possible personal business leave should be prearranged. The Board recognizes that the nature of personal business often precludes explanation and will endeavor to avoid requiring explanation except in cases where evidence of abuse is discovered.
- C. Personal business leave is not to be used for extending vacations, recreation, or any reason not related to personal business which could be conducted outside regular work hours.

### **Section 4 - Bereavement Leave**

- A. An employee may be absent without loss of salary for up to a total of three (3) working days for the death of a member of the employee's immediate family, which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister, or in-laws of like relationship. These days are not to be deducted from sick leave.
- B. One (1) sick leave day per year could be used for the death of a friend or relative.

### **Section 5 - Jury Duty**

Any employee summoned to jury duty shall be paid her/his regular wage for each working day of absence providing that jury fees less mileage are refunded by the employee to the Board. Employees may choose to receive their regular pay for the day or the jury pay, whichever is greater.

### **Section 6 - Military Leave**

Any employee who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or



who enlists during a period of time when this country is actively engaged in open hostility involving acts of warfare, shall be granted a leave of absence without pay for the period of such absence. Full credit on the salary schedule and uninterrupted seniority shall be granted to those leaving Lapeer's service and returning thereto, provided that the rights under this paragraph will terminate upon any voluntary extension of such military service.

**Section 7 - Unpaid Leaves other than Medical Leave**

- A. Unpaid leave of absence for good cause for one (1) year may be granted at the discretion of the Board subject to the provisions of this Agreement. Unpaid leave of absence for less than one (1) year in duration may be granted at the discretion of the Board subject to the provisions of this Agreement not to exceed ten (10) days. The Board reserves the right to grant or deny unpaid leave based upon consideration of the merits of each request and consideration of the proper management of the cafeteria system. Further, the Board reserves the right to establish policies related to unpaid leave provided such policies are not in violation of provisions of this Agreement or existing laws or regulations.
- B. Except as may otherwise herein be provided, all requests for unpaid leave must be in writing. All requests must be submitted at least ten (10) workdays in advance.
- C. **Parental Leave**

Upon written application an employee shall be granted a Parental Leave for up to one (1) full calendar year for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of the adoption does not exceed ten (10) years provided that:

- 1. The employee must submit the request sixty (60) calendar days prior to the commencement of the leave.
- 2. Submitted with the leave request must be verification from a doctor or legal agency that the employee or employee's spouse is pregnant or to be the parent in a legal adoption procedure.
- 3. The commencement of the leave must be no later than the expected date of delivery or day scheduled for receiving the adopted child or the termination of a medically approved disability leave relating to the birth of a child.

For leaves which are to commence specifically on date of delivery, or date an adopted child is received, the leave will take effect on the actual date of delivery, or the day the adopted child is placed in the custody of the adopting parent.

Leaves based on convenience of the employee rather than the delivery date, or date for receiving the child, must commence on the date indicated in the original request unless the leave is cancelled.



4. The employee must indicate with the leave request the termination date of the leave. Return to a position shall be as stipulated in Section 8.
  
- D. **Religious Holidays:** Three (3) days leave of absence without pay may be granted to employees who wish to observe traditional and customary religious holidays which require, by custom, full day observance. Such leave shall be granted only if the employee shall file written application therefore with his immediate supervisor at least two (2) working days before such religious holidays.
  
- E. **Study Leave:** The Board may grant, upon written application, a leave of absence for study. The employee may request one full year for such leave. If the employee does not wish a one year leave she/he may use up to a total of fifteen (15) days in any single year for study leave provided that such leave will not be granted more than three (3) times in a single year even if all fifteen (15) days have not been used.
  
- F. **Union Leave:** Unpaid leave of absence for Union business shall be granted for either a one (1) year or two (2) year period upon written application to the Board. If the employee does not wish a one (1) or two (2) year leave she/he may use up to a total of fifteen (15) days in any single year for Union business leave provided that such leave will not be granted more than three (3) times in a single year even if all fifteen (15) days have not been used. During the entire period of such leave seniority shall accrue.
  
- G. **Personal Leave:** Employees having completed ten (10) continuous years of service may be granted a personal leave of one (1) full year. The employee on such a leave will not be entitled to return to employment of the Board of Education until the expiration of the complete year. An employee will only be allowed one (1) such leave while employed by the Board of Education. Upon proper application by the employee the Board may, at its discretion, extend such leave for a second year. Leaves under this category may be granted only upon application in writing to the Board and on approval of the Superintendent.
  
- H. **Miscellaneous:** Unpaid leave of absence, except military leave, shall be granted only after the completion of probationary service.

#### **Section 8 - Benefits while on Leave and Return from Leave**

- A. **Vacancies Created by Extended Medical and Parental Leave:** Whenever an employee shall request to be on leave thirty (30) workdays or more but less than twelve (12) calendar months the employee's position shall be filled by voluntary reassignment with regular employees and where necessary employment of new employees. Such reassignment or transferring shall be done without posting and as a temporary reassignment. Upon return the employee shall be returned to the same position and temporarily assigned employee shall return to her/his former position and if necessary, the layoff procedure shall be implemented to reduce employees. Employees on extended medical leave or parental leave shall be allowed to accumulate seniority up to three (3) months but shall not accumulate experience credit for salary.

- B. **Vacancies Created by other Extended Leave:** Whenever an employee is on unpaid leave (other than provided in Article A of this section) extending more than thirty (30) workdays but less than twelve (12) calendar months, the position shall be filled through the established procedures for the filling of such a created vacancy. Upon timely request to return the employee shall be offered the first available position. Should the employee refuse such position, the leave return right shall be terminated. Employees on such leaves shall be allowed to accumulate seniority up to thirty (30) days but shall not accumulate experience credit for salary.
- C. **Benefits while on Leave:** Should an employee be on unpaid leave for less than thirty (30) calendar days all provided benefits shall be extended through the leave period. Should the leave extend beyond thirty (30) calendar days, all benefits shall be terminated on the first day of unpaid leave unless the employee pays the cost of the particular insurance when the company allows individual contribution. Should a leave originally requested to be less than thirty (30) days extend beyond thirty (30) calendar days, the employee shall be responsible for the cost of all fringe benefits provided through the first thirty (30) days.

**Section 9 - Emergency Leave:**

Up to one (1) day may be used per year for emergency or catastrophe such as fire, flood, tornado, and accidents. Such leaves may be considered for extension by written application to the administration.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

**Section 1 - Definitions**

A grievance is a claim by one or more employees of improper application or interpretation of the terms of this Agreement.

**Section 2**

The term employee includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this Agreement. The term days, when used in this Article, shall mean working days.

**Section 3 - Purpose**

The purpose of this grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement. Both parties agree that grievance procedures shall be kept as informal and confidential as appropriate at all levels of the procedure.

#### **Section 4 - Representation**

Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the intervention of the Union if the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at such adjustment.

#### **Section 5**

Any bargaining unit employee may be represented beginning at any level of this procedure by a representative of the Union.

#### **Section 6**

Upon request by either party hereto or of the bargaining unit employee or employees involved in a grievance, the latter may be present at any level of the grievance procedure.

#### **Section 7 - Procedure**

The time limits provided in this Article shall be strictly observed. The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite and process. The time limits may be extended by mutual agreement by the authorized representative of each party. An employee who believes she/he may have a grievance may discuss her/his concern informally with the supervisor; however, the grievance procedure does not begin until Level I procedures are begun.

**Level One:** An employee who believes she/he has a grievance shall present, or have a Union representative present, a written statement of the grievance to the appropriate immediate supervisor of the employee. The written statement must include 1) a description of the alleged contract violation; 2) a statement of the contract item involved; and 3) a statement of the relief or adjustment being sought. The Level One procedure must be started within 30 days of the incident giving rise to the alleged grievance. Upon receipt of such written statement the supervisor shall have two (2) days to meet with the grievant to attempt to resolve the grievance.

**Level Two:** If the grievance is not settled in the Level One procedures, the Union may submit the written grievance and any additional explanations to the Assistant Superintendent for Human Resources. The grievance must be submitted within ten (10) days of the completion of the Level One meeting. The Assistant Superintendent for Human Resources and the aggrieved employee and/or her/his representative shall meet within five (5) working days immediately following the receipt of the grievance and attempt to adjust the grievance. Within five (5) days after such meeting the administrator involved shall give an answer to the grievance in writing, two (2) copies of which shall be given to the Union. The answer shall set forth the relevant information used in arriving at a decision.

**Level Three:** In the event the grievance is not settled at Level Two, the Union may appeal the matter to the Superintendent or her/his designee within five (5) days of receipt

of the Level Two response. The appeal shall be initiated by a notice in writing directed to the Superintendent. (The appeal shall be heard at the earliest possible date and in all events within twenty (20) working days after the notice of appeal has been filed; the Superintendent shall answer the grievance in writing.)

**Level Four:** Within ten (10) working days of the receipt of the answer at Level Three, the Union may, by written notice to the Superintendent, request that the matter be submitted to arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing.

### **Section 8**

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

**Section 9** Powers of the Arbitrator are subject to the following limitations:

- A. She/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. She/he shall have no power to establish salary scales or to change any salary.
- C. She/he shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rules, or any action taken by the Board provided that all such actions of the Board are to be conditioned by the specific provisions of the Agreement.
- D. She/he shall have no power to interpret state or federal law.
- E. If either party disputes the arbitrability of any grievance under the terms of this Agreement on the basis of timeliness or application, the arbitrator shall be required to rule on the arbitrability question first. If the arbitrator determines the grievance is not arbitrable, but still renders an opinion on the merits of the case, then neither party shall be obligated by the arbitrator's decision on the merits of the case. Such opinion shall be considered advisory.
- F. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- G. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than sixty (60) days prior to the date on which the grievance is filed.

- H. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that she/he may have received from any source during the period of back pay.

### **Section 10**

The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Board.

### **Section 11**

Should any employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or voluntarily leave the employ of the Board, (except a claim involving a remedy directly benefitting the grievant regardless of her/his employment), all further proceedings on a previously instituted grievance shall be barred.

### **Section 12**

All preparation, filing, presentation, or consideration of grievances shall be held at mutually agreed times.

## **ARTICLE VIII** **WORKING CONDITIONS**

- A. Employees working six (6), seven (7), or eight (8) hours shall be entitled to two (2) breaks of fifteen (15) minutes each and one (1) lunch period of no more than thirty (30) minutes during the established regular work time.
- B. Employees working five (5) hours shall be entitled to one (1) break of fifteen (15) minutes and one (1) lunch period of no more than thirty (30) minutes during the regular established work time. Employees working four (4) hours or less will receive one (1) fifteen (15) minute break during their regular established work time.
- C. Employees working three (3) hours or less are not entitled to break or lunch time during the scheduled work time.
- D. For employees entitled to lunch and break time the actual times are to be established by the Cook I or the Director of Food Services. The lunch and break times are not duty free times and the employee must remain in the cafeteria and be available for emergency work.
- E. All regular cafeteria employees shall receive a free, standard lunch; the cost of which shall be included in gross compensation and subsequently deducted as employee expense.



- F. Employees may use either the safe or vault for safekeeping of purses or wallets.
- G. A sufficient number of towels may be provided for each cafeteria. This will be determined by mutual understanding of the cafeteria supervisor and the head cook in each building.
- H. The specific assignment of hours of work per day for all cafeteria employees will be made by the Director of Food Services and may be adjusted only by the Director of Food Services. In an emergency when the Director of Food Services is not available, the request for adjustment can be made to the Assistant Superintendent for Finance and Operations, the Director of Facilities and Support Services, or the Superintendent. In such emergency cases, the employees should begin at the Business Office.
- I. T.B. and blood tests will be paid for by the Board of Education. The Board will not pay for physical examinations given in conjunction with such tests. The Board reserves the right to select the doctor to administer the T.B. and blood tests. If the employee chooses to go to her/his own doctor she/he shall be reimbursed up to the amount currently being charged for the same service to employees by the doctor designated by the Board.
- J. Menus will be open for suggestions by employees at any time in which menus are being planned.

## **ARTICLE IX**

### **SAFETY AND EQUIPMENT**

#### **Section 1**

The Board agrees to make provisions for the safety and health of its employees during the hours of their employment and to comply with applicable governmental regulations, requirements, and standards.

#### **Section 2**

The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, union membership or activity.

#### **Section 3**

The Board agrees to provide employees with safety items required by law but not items of personal property such as safety shoes. The Board will not provide items of clothing or equipment which employees may wish for personal convenience.

Once every three (3) years, a committee comprised of the Director of Food Services and/or the Assistant Director and four (4) cafeteria employees shall meet to review employee uniform and apron needs. If the Board determines purchase of new



uniforms and/or aprons to be feasible, the recommendations of the committee will be implemented up to the amount approved by the Board. Such items must be worn by the employee during the work shift. The employee shall be responsible for laundering such items and for maintaining a clean appearance. The items shall be returned by the employee upon termination or request.

Should the Board require some items of dress, equipment, or safety equipment be used or worn as a condition of employment the Board shall provide the item.

#### **Section 4**

All cafeteria employees must have a food handler's card filed annually before the first day of school or within 30 days upon expiration of the current card.

#### **Section 5**

The Board shall maintain adequate public liability and personal damage insurance to protect the employees at all times.

### **ARTICLE X** **SENIORITY**

#### **Section 1 - Definition and Purpose**

Except as otherwise provided herein this Agreement, seniority is the length of continuous service in any job in the bargaining unit. The purpose of seniority is to determine the right of an employee to any job within the bargaining unit except as may elsewhere be provided in this Agreement.

#### **Section 2 - Retention of Past Seniority**

All seniority acquired by any employee prior to the date of this Agreement shall be retained.

#### **Section 3 - Seniority Lists**

Seniority lists shall be prepared as soon as possible after the date of this contract, and such lists shall be revised every two (2) months thereafter with notification of employee changes as they occur. A copy of such lists shall be given to the Union and copies thereof shall be posted on the employees' bulletin boards. Each list shall include work division and seniority of each employee.

Each employee shall have the right to challenge the accuracy of the seniority reported for her/him in the first list posted for a period of thirty (30) days after posting. Each employee shall have a similar right to challenge the accuracy of each revised list for a period of ten (10) days after posting. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.

**Section 4 - Loss of Seniority**

Employees shall lose seniority when they:

- a) Voluntarily quit;
- b) Are discharged for just cause;
- c) Absent themselves from work without notice for three (3) consecutive working day;
- d) Fail to return from approved leaves of absence unless specifically provided for by this Agreement;
- e) Accept other employment during leaves of absence unless specifically provided for by this Agreement.

**Section 5 - Seniority in Work Divisions**

- A. Work division shall be defined as cafeteria worker.
- B. Seniority is accrued as a cafeteria employee. Seniority is not transferable from one division of employment to another division.
- C. An employee who changes work divisions will have her/his seniority frozen within the work division she/he left and shall have the seniority restored if she/he returns to that division if there has been no break in continuous service to the district. Approved leaves shall not constitute a break in service.

**Section 6 - Seniority Date Determination**

- A. Seniority shall not be accrued until the employee has completed the probationary period. Upon completion of the probationary period, the employee shall receive seniority credit from the first day worked and shall thereafter accrue seniority.
- B. In the event the probationary period begins on the same day for more than one employee in a work division, the seniority dates of those employees shall be determined by lot if and when it becomes necessary to break a tie in seniority. Such determination between one or more employees shall be permanent.

**Section 7 - Seniority Accrual**

Seniority shall accrue equally for all employees in a work division irrespective of hours worked by the individual employee.

**Section 8 - Supervision Returning to the Bargaining Unit**

Any member of the bargaining unit at the time of promotion to supervision and who subsequently requests or is returned by management to the bargaining unit shall return to the same class, seniority, and pay level she/he held prior to her/his appointment to supervision provided she/he does not displace any other employee and shall be placed in the first available position. The right to return to the bargaining unit will terminate one (1) year following promotion to supervision.

**ARTICLE XI**  
**VACANCIES, TRANSFERS AND POSTINGS**

**Section 1 - Vacancies and Postings**

- A. When a vacancy occurs or a new position is created within the cafeteria work division, the position shall be posted for all bargaining unit employees within the work division for five (5) working days. All cafeteria employees are eligible to apply by written note to the Director of Food Services. Should bargaining unit employees apply, the following criteria shall be considered in filling the position: qualifications and seniority within the cafeteria.
- B. A bus driver who wishes to be transferred to the cafeteria division or a cafeteria employee who wishes to be a bus driver or mechanic may submit a letter to the supervisor of the division into which she/he wishes to transfer. Such employees shall be considered for transfer, if qualified, prior to hiring a new employee for a vacancy. Such employee shall have the right to inquire as to the status of her/his note at any time.
- C. The position of Food Service Director shall not be posted and the filling of such position is not subject to any terms of this Agreement.
- D. Trial Period: Any employee assigned to fill a vacancy as a result of her/his request to transfer or any employee receiving promotion shall be given up to a maximum of fifteen (15) working days to prove her/his ability to perform the required duties of the position. If unable to qualify as determined by the administration or if the employee is not satisfied with the job and wishes to return to her/his former position, the employee shall be returned, without prejudice, to her/his former position and previous rate of pay. On or before the fifteenth (15th) day of such trial period the employee's ability to do the required work must be evaluated by her/his immediate supervisor, who shall give consideration to the employee's willingness to work, her/his ability to do the required work, and her/his progress in achieving the skills she/he has had opportunity to learn. If the supervisor shall determine that the employee has not proved her/his ability to do the work required within the trial period, the employee next entitled to the job shall be granted trial period in turn until the vacancies are filled. No transferred employee who has successfully completed the fifteen (15) day trial period herein required in the classification in which the vacancy occurs shall be required to complete another trial period in the classification in which the vacancy occurs.
- E. Vacancies created by employees completing a trial period in a new position shall not be posted and shall be filled on a temporary basis until the employee completes the trial period.

**Section 2 - Qualifications****A. Cooks Helper**

1. Employees hired prior to January 1, 1996, shall be grandparented and shall not need to meet the following qualifications pertaining to cook's helper positions.
2. Employees hired on or after January 1, 1996, shall meet the following qualifications prior to filling a cook's helper position.
  - a. More than a two (2) hour but less than four (4) hour Cook's Helper position
    - < Satisfactorily complete the Sanitation and Safety segment of the Statewide Training Program
  - b. Four (4) or more hour Cook's Helper position
    - < Satisfactorily complete Level I Statewide Training Program
    - < Maintain ASFSA Certification

Any four (4) or more hour cook's helper hired on or after January 1, 1996, who does not continually maintain ASFSA Certification will have her/his position posted promptly and filled at the beginning of the subsequent semester; said cook's helper will fill an available less than four (4) hour cook's helper position through normal staffing procedures specified in Section 1 - Vacancies and Postings.

**B. Head Cook**

1. Employees hired prior to January 1, 1996, shall be grandparented and shall not need to meet any additional qualifications pertaining to regular Head Cook positions.
2. Employees hired on or after January 1, 1996, shall meet the following qualifications prior to filling a Head Cook position.
  - < Satisfactorily complete Levels I and II of Statewide Training Program
  - < Maintain ASFSA Certification

Any Head Cook who was hired on or after January 1, 1996, who does not continually maintain ASFSA Certification will have her/his position posted promptly and filled at the beginning of the subsequent semester; said Head Cook will fill an available cook's helper position through normal staffing procedures specified above in Section 1 - Vacancies and Postings.

NOTE: "ASFSA Certification" is defined as having successfully fulfilled all professional development training requirements and having completed certificate application processes. Any delay in receiving ASFSA Certification which is outside of the control of the employee shall not be deemed a lapse in ASFSA Certification (e.g. ASFSA processing delay, lost or delayed mail, etc.).

**ARTICLE XII**  
**LAYOFF AND RECALL**

**Section 1 - Layoff**

- A. When any employee within any work division is laid off, the employee with the least seniority shall be laid off first. The Board shall provide employees with at least seven (7) calendar days notice of their intended layoff.
- B. Cafeteria employees shall have seniority by Cook I classification and hours in the helper classification during a period of layoffs. Should a Cook I be displaced she/he shall be able to displace the least senior Cook I or the least senior person with comparable hours.
- C. Any employee laid off within a work division who has previously earned seniority in another work division may displace a less senior employee in that work division.

**Section 2- Recall**

- A. Employees having the most applicable seniority will be the first recalled to jobs from which they were laid off or to jobs referred to in Section 1- B of this Article, if such jobs become available before recall to the jobs from which they were laid off.

Any employee removed from her/his position because of reduction in staff who is recalled shall have the right to return to her/his former position without the job being posted if it becomes available within six (6) months of return.

- B. No job shall be filled, except in case of emergency on a temporary basis, so long as any employee entitled to be recalled is laid off.
- C. Notice of recall shall be given to the employee entitled to be recalled at the last address of the employee recorded by the Board, by certified mail, return receipt request. The employee shall report to work no later than ten (10) working days after mailing of notice.

**ARTICLE XIII**  
**PROBATIONARY PERIODS**

**Section 1 - Length of Probation**

- A. All employees begin the probationary period when assigned to a regular full-time or part-time position. A casual relationship substitute or temporary employee (in a position not to exceed thirty (30) workdays) shall not be considered to be in a probationary period, nor considered officially hired.
- B. An employee is not officially hired unless she/he is to be assigned to a new or vacant position which shall be available thirty-one (31) workdays or more.

- C. When an employee is officially hired and assigned a regular position the employee shall be on probation for ninety (90) workdays even if serving in more than one position. The employer may, at its option extend the probationary period for an additional fifteen (15) working days by notifying the employee and Union of extension before the end of her/his initial probationary period.

The Union shall represent the probationary employee starting the thirty-first (31st) workday in respect to rates of pay, wages, hours of employment and other conditions of employment. The employer shall be the sole judge of the qualifications of probationary employees for continued employment.

- D. During the probationary period the employee is subject to discharge for unsatisfactory work as determined exclusively by the Board.
- E. Should an employee be working as a substitute or temporary employee in a single position for at least thirty (30) workdays and then be hired officially and be assigned that same position the original thirty (30) workdays shall be applied to the probationary period.

### **Section 2 - Probation in Work Divisions**

Employees shall serve only one (1) probationary period, during which time they are subject to discharge, while maintaining continuous employment even if they switch work divisions.

### **Section 3 - Discharge while on Probation**

The discharge of probationary employee's shall not be subject to the grievance procedure.

## **ARTICLE XIV**

### **EXTRA WORK AND OVERTIME**

#### **Section 1**

All extra bargaining unit work hours after school activities in the cafeteria shall be equalized among employees in the respective work divisions and in accord with the additional provisions of this Article.

#### **Section 2**

Whenever possible extra bargaining unit hours will be provided to regular employees rather than substitute employees if bargaining unit employees are available without conflict with their regular assignment.



**Section 3**

In an emergency situation, head cooks will be contacted and consulted regarding the staff necessary to correct the emergency. The administration reserves the right to assign substituting without regard to seniority or equalization in an emergency situation.

**Section 4 - Head Cook Substitutes**

- A. The Administration shall seek and train employees who are qualified to serve as substitute head cooks. Two helpers at each secondary building will be so designated. Should insufficient numbers of employees volunteer, the administration shall assign to these designations such employees, determined by accumulated work experience, to serve as substitute head cooks if the need for substitutes warrants such assignments.
- B. Each year an employee serves as a designated substitute head cook the year will be granted as experience credit for pay purposes when the employee actually subs as a head cook for one day or is assigned such a position on a regular basis.
- C. At the secondary buildings, whenever possible, the need to have a substitute head cook will be filled by the designated substitute head cooks in the building. The substituting will go to the most senior of the two substitutes, without regard to equalization. The two employees may mutually agree to another arrangement subject to approval by the Director of Food Services.
- D. At the elementary level, the substitute head cook work will go to the designated substitute head cook in the building, if there is one, without regard to equalization. When no such person is in the building, the position will be assigned by the administration by equalization and seniority, from among the elementary pool. Secondary level designated substitute head cooks may voluntarily become part of the elementary pool.

**Section 5 - Head Cook Training**

- A. Head Cook training will be made available to all non-probationary cafeteria employees. Training will be offered to the most senior food service employees first. The opportunity to train as a head cook will be offered on an annual basis to maintain and comply with contract requirements.

The head cook training program will consist of five (5) days of training under the supervision of a head cook, one day of complete meal preparation following the five (5) days of training, and one (1) day of training with the Director of Food Services. The head cook training program will be completed no later than thirty (30) days from the first day of training.

- B. Length of Training: 7 days

5 days training under the supervision of a head cook  
1 day of complete meal preparation after five (5) day training program

1 day of training with the Director of Food Services:  
review of paperwork;  
review of ordering procedures;  
observation and review of money processing.

C. Qualifications for Head Cook

Trained as a head cook

D. Elementary cook helpers will be trained by the head cook in their buildings.

Secondary cook helpers will be trained in their buildings and training will consist of training and time on each cafeteria job.

If at any time a vacancy is not able to be filled with the most senior applicant for a position because that individual had not been trained, the position will be filled on an interim basis until the training program can be completed for the most senior head cook applicant.

**Section 6 - Special Cafeteria Provisions**

- A. When there is a need for extra work in a cafeteria, either by extension of the regular workday or by extra activities, the Director of Food Services shall determine, after discussion with the appropriate head cook, the amount of extra work needed in the particular situation, the classification of employees needed, and the number of employees needed.
- B. When extra work is needed during the regular cafeteria work schedule in a particular building, the hours will be offered on the basis of seniority, rotation, and equalization to those employees who are regularly working less than the maximum hours of the Cook I in the building. In the event that extra hours are needed in the cafeteria, in the interest of equalization, the starting times will be adjusted to provide the low hour employee the opportunity to pick up the extra hours as an extension of his/her regular hours.
- C. When extra work is needed outside the regular cafeteria schedule for special activities, the work will be offered on the basis of seniority, rotation, and equalization to all employees in the building. If it is essential as determined in Section 1 that a Cook I be used the extra work will be offered, regardless of equalization, to the Cook I in the building.
- D. All extra work will be limited to the employees in the building whenever qualified employees are available and willing to work.
- E. If it should become necessary to have employees from other buildings do extra work in a particular building, the extra hours will be offered on a seniority, rotation, equalization basis within regular work classifications. This type of district-wide work will be equalized separately from the in-building equalization process.

- F. When a higher classification or longer work schedule employee is absent, the right to substitute in the higher classification or longer hours shall be offered first to the qualified employee whose regular hours are closest to those hours of the absent employee. If more than one such employee is available, seniority shall prevail. Such substituting hours shall not be considered in the extra work equalization process nor shall substituting hours be equalized.

### **Section 7 - Payment of Overtime**

Hours worked in excess of forty (40) hours shall be paid at one and one-half (1 1/2) the regular rate.

### **Section 8 - Equalization**

- A. When an employee refuses extra work or accepts it and fails to report, the employee is to be charged with the overtime hours.
- B. Equalization of hours shall be on a continuous basis and hours shall be kept equal at all times. In selecting employees for extra work, low-hour employees shall be asked first, etc., until the required number of employees needed for the extra work has been selected. For extra work purposes, it is the responsibility of each employee to furnish his immediate supervisor with a correct telephone number. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.
- C. Equalization charts shall be maintained and posted on a monthly basis.
- D. The posting of the equalization chart on which low overtime employees shall be placed on the top of the list shall establish the priority for overtime for the next month.
- E. Employees on approved sick leave or approved unpaid medical leave shall not be offered or charged hours in the equalization process if such leave is less than twenty-nine (29) consecutive calendar days.
- F. All employees on leave of any nature who have been unavailable for work for thirty (30) or more calendar days shall be placed on average overtime at the time of reinstatement to the overtime equalization lists.
- G. All employees on leave of less than twenty-nine(29) days other than medical leave shall be charged the hours for which they were unavailable or refused.
- H. Employees who do not work their regular assignment because of illness shall not be allowed to work overtime on that day.
- I. Noon hour aides will not be added to equalization charts.

**ARTICLE XV  
RETIREMENT**

Unless state or federal laws effective during the course of this contract are contrary, all employees are eligible to work until voluntary retirement.

**ARTICLE XVI  
DISCIPLINE OF EMPLOYEES**

**Section 1**

Employees may be disciplined, suspended, and discharged only for just cause. The employer shall utilize corrective progressive discipline in such cases and shall initiate action within thirty (30) days of notification.

**Section 2**

Reprimand and warning notices issued will remain in effect for a period of twelve (12) months unless the employee has received more than one (1) report within the six (6) month period. In the latter case, all such reports shall remain in effect for a period of eighteen (18) months from the date of issue of the last report. At the end of any twenty-four (24) month period during which the employee has had a record clear of any other reports, all reports shall be removed from the employee's personnel record and returned to the employee at her/his request.

**Section 3**

All written documents related to a disciplinary suspension shall be retained for two (2) years provided that should the disciplinary action be reversed through the grievance process, the related records shall be removed.

**Section 4**

In all cases involving disciplinary action or discharge, union representation shall be made available prior to such action, except in cases involving probationary employees.

**ARTICLE XVII  
EFFECT OF LEGISLATION**

If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. If agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

**ARTICLE XVIII**  
**BARGAINING UNIT WORK**

**Section 1**

Non-bargaining unit employees shall not be used to perform work on any job covered by this Agreement when the effect is to displace or reduce in regularly scheduled hours the regular employees in the bargaining unit. Non-bargaining unit or supervisory employees will not be used to avoid overtime work.

**Section 2**

The Board shall not contract out, sub-contract, or use non-unit employees to displace or reduce the regularly scheduled hours of unit employees. Non-bargaining unit or supervisory employees will not be used to avoid overtime work.

**Section 3**

The Board expressly reserves the following categories of work to be non-bargaining unit work:

- a) Emergencies when unit employees are not immediately available;
- b) Instruction training of employees, and
- c) Cafeteria use outside the school lunch program for students.

**Section 4**

The Board reserves the right to allow all its cafeteria facilities to be used by groups without regard to the provisions of this Agreement if the group's purposes are not to reduce or displace the district's food services to students in the school lunch program. When the cafeteria facilities are so used it is the administration's responsibility to insure that the facilities are left in proper order for employees in the school lunch program.

**Section 5**

When a group or organization is using the cafeteria facilities outside the regular school lunch program, the administration shall determine if regular school lunch program employees are needed to work for or with the group or organization. If such persons have to be hired a notice will be given to the employees in the building where the activity will occur. If necessary, employees district-wide will be notified. If more volunteers than necessary are solicited, the employees will be selected by seniority. Employees will have two (2) days from the time of notification to indicate their intention to work.



**ARTICLE XIX**  
**STRIKES AND SANCTIONS**

**Section 1**

Neither the Union nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in, any strike or stoppage of work as defined by Section 1 of the Michigan Public Acts #336 of 1947 as amended for any purpose whatsoever in any matters which either are covered by the grievance procedure which the Union recognizes as the sole remedy for adjudication of grievance or are items of the contract.

**Section 2**

The Union will not support the action of any employee taken in violation of Section 1 nor will it directly or indirectly take reprisals of any kind against any employee who continues or attempts to continue the proper performance of her/his duties or who refuses to participate in any of the activities prohibited by Section 1

**Section 3**

Violation of Section 1 by any employee or group of employees will constitute just cause for discipline up to and including discharge.

**Section 4**

The Board, in the event of violation of Section 1 and 2 will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

**ARTICLE XX**  
**COMPENSATION, BENEFITS AND WORKDAYS**

**Section 1 - Wage Scales****A. Hourly Rates**

Effective July 1, 1995, the wage rates below shall apply as indicated.

**1. Cook**

<b><u>Years of Experience</u></b>	<b><u>Rate per Hour</u></b>
0	\$8.83
1	\$8.92
2	\$9.03
3	\$9.17
4	\$9.24
5	\$9.34
6	\$9.52

- 2. Cook Helper \$8.28
- 3. Van Driver \$8.53

Effective July 1, 1996, the wage rates below shall apply as indicated.

1. Cook

<u>Years of Experience</u>	<u>Rate per Hour</u>
0	\$8.92
1	\$9.01
2	\$9.12
3	\$9.26
4	\$9.33
5	\$9.43
6	\$9.62
2. Cook Helper	\$8.36
3. Van Driver	\$8.61

Effective July 1, 1997, the wage rates below shall apply as indicated.

1. Cook

<u>Years of Experience</u>	<u>Rate per Hour</u>
0	\$9.01
1	\$9.10
2	\$9.21
3	\$9.35
4	\$9.42
5	\$9.52
6	\$9.72
2. Cook Helper	\$8.44
3. Van Driver	\$8.69

B. Cook I

- 1. High Schools: Additional twenty-five cents (25¢) per hour to be added to Lapeer East High School and Lapeer West High School Cook I.
- 2. Junior High Schools: Additional fifteen cents (15¢) to be added to the Lapeer White Junior High School and Lapeer Zemmer Junior High School Cook I.

- C. Production Leader: Additional twenty five cents (25¢) per hour to be added to the Central Production Center Leader.
- D. For all employees the move from one experience level of pay to another may occur on January 1 and July 1 only. No provision is made for half steps on the experience wage levels. For an employee to qualify for experience she/he must have been employed for at least three-fourth (3/4th) of the scheduled workdays in the preceding twelve month period prior to either January 1 or July 1. Years of experience shall be based on years of work in the specific work classification.
- E. Should any cafeteria employee be called for overtime, except as extension of the regular work hours, the employee shall be paid for a minimum of two (2) hours.
- F. Ten (10) month employees may elect to have their regular pay computed so that their wages will be distributed over twenty-six (26) pays, with the first pay being the first regular pay after employees return to work after summer vacation. Any employee electing this option must notify the Board of Education at least ten (10) days prior to the first pay of the school year.
- G. **Incentive Plan:** All food service employees completing Level 1 of the statewide training program for school food service employees, shall receive a ten (10) cent per hour increase. Employees earning and maintaining ASFSA certification shall receive a fifteen (15) cent per hour increase.
- H. **Van Driver:** The Van Driver rate (cook's helper rate plus an additional twenty-five cents (25¢) per hour) is for driving time exclusive of any time spent traveling to the beginning of the driving assignment or from the end of the driving assignment.

## **Section 2 - Workdays and Holidays**

- A. All employees shall be paid for all days worked up to 185 (180 student attendance days and 5 teacher workdays) and for 10 paid holidays.
- B. All employees shall be required to work on all days that students are in attendance. On days that students are in attendance but school lunches are not served, the Administration will schedule cleaning and/or meetings.

On the five (5) teacher workdays that are not student attendance days, the Administration will schedule work activities that include cleaning and/or meetings. Of these five (5) workdays, only the following three (3) days shall be mandatory.

- 1) the scheduled workday prior to the students' first day;
- 2) the annual fall in-service;
- 3) the scheduled workday following the students' last day.

The remaining two (2) days shall be optional for employees. At least once during the school year and prior to these two (2) optional days, employees will be asked to suggest possible programs/activities for each of the days. At least two (2)

weeks prior to each optional day, the Administration will notify employees about programs/activities for the optional day. At least one (1) week prior to each optional day, each employee will inform the Administration of her/his intention to work or not work the optional day.

Employees shall be paid only for hours worked.

- C. All cafeteria employees shall be paid their regular wage for the following days, provided that the employee is at work or is on paid leave for the one (1) workday preceding and the one (1) workday following the day or days listed below:

Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Monday during spring recess, Memorial Day.

### **Section 3 - School Closings**

The first two (2) regularly scheduled student attendance days that are cancelled due to weather or other emergencies, when not required to be made up, shall be paid, non-workdays for employees (employees who had already reported to work prior to the cancellation shall be allowed to depart as soon as possible).

When regularly scheduled student attendance days are cancelled due to weather or other emergencies employees generally do not report to work and shall not be paid for the day if not worked, if the day is required by law to be made up for State Aid or contracted obligations; such employees not working shall be scheduled to work on and be paid for the days later designated by the official school calendar, determined solely by the Board as make up days. Employees who have begun work prior to the school closing will be paid their regular wage for all regularly scheduled work provided that employees are subject to assignment to work not to exceed their cancelled work and in the appropriate time period of the cancelled work; such assignment will be by inverse seniority and to the extent determined necessary by the administration.

Whenever the administration delays the start of classes at some or all of the buildings, employees shall be expected to work their regular hours. Should it be necessary to make up the day, employees will be paid for the additional day.

### **Section 4 - Employee Benefits**

It is the responsibility of each employee to apply for said insurance coverage. No employee shall be eligible for insurance coverage until enrolled in the policy. No employee will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The school is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier.

Changes in family status shall be reported by the employee within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the Board on her/his behalf and/or expenses incurred by the employer for failure to comply with this provision.

A. **Groups of Employees for Insurance Benefits** shall be as follows:

Shall pertain to regularly scheduled hours of work each week as follows:

- I Employees working thirty (30) or more hours or designated as head cook
- II Employees working at least fifteen (15) hours but less than thirty (30) hours
- III Employees working less than fifteen (15) hours

B. **Long Term Disability:** All employees in Group I shall be provided long term disability insurance, by a carrier determined by the Board, providing two-thirds (2/3) coverage of wages up to a maximum of three thousand dollars (\$3,000.00) per month.

**Long Term Disability Insurance** -- will include the following provisions:

66 2/3% of salary after ninety (90) calendar day qualifying period  
\$3,000.00 monthly maximum  
24 hour coverage, immediate employee eligibility  
Pre-existing conditions, limitation waived  
Social Security freeze with family offset  
50% maximum offset to benefit of wages  
Six (6) months before new waiting period is required  
Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.  
L.T.D. after ninety (90) days  
Mental, nervous, drug and alcohol

These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

C. **Health Insurance**

- 1) Group I Employees: MEBS - 3 Star L.A. with \$2.00 prescription co-pay. Effective January 1, 1995, there shall be no reimbursement for medical deductible.
- 2) Group II employees: Same as Group I employees with Board-paid contribution limited to one-half (1/2) premium rate.



- 3) Employees are not entitled to Health Care if employee is covered by another insurance policy or is restricted by the insurance carrier's minimum hours provision.
- 4) Employees who qualify according to rules and underwriting guidelines of the insurance carrier shall have the option of purchasing the following:
  - a) Short Term Disability Insurance - LTD Coordinated Plan
  - b) Supplemental Term Life Insurance including Accidental Death and Dismemberment Insurance and Seat Belt Coverage.
  - c) Dependent Term Life Insurance including Accidental Death and Disbursement Insurance and Seat Belt Coverage.

**D. Life Insurance**

Group I	\$15,000
Group II	\$ 8,000
Group III	\$ 2,000

**E. Dental Insurance**

- 1) The Board shall provide to Group I employees a MESSA Delta Dental Care Program paying 80% benefits in Classes I, II, and III (Classes refer to type of coverage). Employees who by a spouse's dental insurance can be provided 100% coverage shall be provided a 50% dental care program to provide the coordination of benefits to 100%.
- 2) The Board shall provide to Group II dental insurance providing 50% benefits in Class I, Class II, and Class III (Classes refer to type of coverage).

**F. Optical Insurance**

- 1) The Board shall provide Group I employees a MESSA VSP 3 plan as described by MESSA.
- 2) The Board shall provide Group II employees a MESSA VSP I plan as described by MESSA.

**G. Years of Service Payment**

- 1) Years of service payment shall be based on years of continuous service as an employee of the district in a regular employee position.
- 2) Employee must be employed as of June 1 of the fiscal year.
- 3) No proration of benefits.

- 4) Benefit class based on regular employment for the majority of the sixth month prior to June 1.
- 5) To be paid June 30:

	5 hour or More <u>Cafeteria Employees</u>	All Other Regular School Year <u>Employees</u>
5 - 7 years	\$325	\$225
8-11 years	\$375	\$275
12-15 years	\$400	\$300
16 + years	\$425	\$325

- H. Upon retirement or voluntary termination, an employee with a minimum of ten (10) years service shall be granted thirteen dollars (\$13.00) for each accumulated sick leave day (day equals 8 hours), not to exceed the accumulation limits set forth in Article VI, Section 2, Paragraph C, except for employees who may have greater accumulations as of June 23, 1982.

### **TERM OF AGREEMENT, SPECIAL PROVISIONS AND RE-OPENER PROVISION**

#### **Section 1**

This Agreement shall become effective on date of ratification and shall remain in full force and effect without change, addition, or amendment until the 30th day of June, 1998.

#### **Section 2**

Notice of intent to re-open this Agreement for purposes of negotiating a successor Agreement as to wages, hours and conditions of employment shall be given in writing by the party desiring to re-open the Agreement on or before April 15, 1998, and negotiations shall commence as soon thereafter as feasible.

#### **Section 3**

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

**Section 4**

The Board shall pay the cost of printing the Agreement. One copy shall be provided each employee. A maximum of ten (10) copies shall be provided to the Union Office.

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 591  
AFL-CIO**

**BOARD OF EDUCATION  
OF THE LAPEER COMMUNITY  
SCHOOL SYSTEM**

By \_\_\_\_\_

By \_\_\_\_\_

Janet Watz, President

By \_\_\_\_\_

By \_\_\_\_\_

Sharla Russell  
Unit Chairperson

Arthur Sieting, Secretary

**LAPEER COMMUNITY SCHOOLS**  
**JOB DESCRIPTION**

- I. JOB TITLE:** Head Cook (Cook I)
- II. REPORTS TO:** Director of Food Services
- III. GENERAL DESCRIPTION OF POSITION:**  
This classification is responsible for serving students attractive and nutritious meals in an atmosphere of efficiency, cleanliness, and warmth.
- IV. GENERAL RESPONSIBILITIES:**
- A. Supervise and instruct kitchen personnel in the safe, proper, and efficient use of all kitchen equipment and the total kitchen atmosphere.
  - B. Maintain the highest standards of safety and cleanliness in the kitchen.
  - C. Determine the quantities of each food to be prepared daily.
  - D. Prepare food according to a planned menu and uniform recipes, and determine if the finished product is of the best quality, both in flavor and appearance, before it is served.
  - E. Abide by all local and state health and safety regulations.
- V. ESSENTIAL JOB DUTIES:**
- A. Assign jobs to other workers in the kitchen.
  - B. Report to the Director of Food Services any faulty or inferior quality food which is received.
  - C. Make sure that food waste is kept at a minimum and utilize all leftovers as much as possible on a succeeding day's menu.
  - D. Supervise the daily cleaning of all kitchen equipment, and the washing and sterilizing of all dishes, silverware, and utensils.
  - E. Report any and all unsafe or hazardous conditions, and all personal injuries immediately.
  - F. Be responsible for an accurate lunch count and handling of money.
  - G. Be responsible for recording daily work sheets and ordering of supplies.
  - H. Be responsible for familiarizing cook helpers with the duties and responsibilities needed in case of absences.
  - I. Oversee the locking of the storeroom, refrigerator, freezer, milk cooler, etc.
  - J. Communicate with other workers in the kitchen, as necessary, regarding employee and department matters that emanate from the food services director's office and/or central office.
  - K. Report immediately to the Director of Food Services any problems or accidents occurring in the kitchen or cafeteria premises.
  - L. Confer with the Director of Food Services regarding any personnel problems.
- VI. AUXILIARY JOB DUTIES:**  
Perform any other food services related duties as assigned by the Director of Food Services.

**LAPEER COMMUNITY SCHOOLS  
JOB DESCRIPTION**

**I. JOB TITLE:** Cook Helper

**II. REPORTS TO:** Head Cook

**III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for assisting in the serving of attractive and nutritious meals in an atmosphere of efficiency, cleanliness, and friendliness.

**IV. GENERAL RESPONSIBILITIES:**

- A. The helpers responsibilities shall include, but not be limited to, the areas of taking cash, dishwashing, cleaning, and serving food.
- B. Operate and have knowledge of all kitchen equipment.
- C. Keep well informed on current and planned food service procedures, policies, and regulations.
- D. Abide by all state and local health and safety regulations.

**V. ESSENTIAL JOB DUTIES:**

- A. Prepare food.
- B. Serve food.
- C. Clean work areas, equipment, and eating utensils.
- D. Carry cases of milk, as necessary.
- E. Lift items weighing up to 35 pounds.
- F. Take and count cash, as necessary.

**VI. AUXILIARY JOB DUTIES:**

Perform any other food services related duties as assigned by the Head Cook or Director of Food Services.



**LAPEER COMMUNITY SCHOOLS**  
**JOB DESCRIPTION**

**I. JOB TITLE:** Cook Helper - Lunch Area Aide

**II. REPORTS TO:**

High School Assistant Principal (with respect to student discipline) and the Head Cook (with respect to food operation)

**III. GENERAL DESCRIPTION OF POSITION:**

The hall and lunch area aide is the person who assists in the supervision of students and areas where students congregate. During the lunch period the aide will assist in the supervision and general clean up of the lunch area and will supervise students in the lunch room and as they move to and from the lunch area prior to each lunch period and at its conclusion. At other appointed times the person assigned to this job will assist in the supervision of students in the halls, rest rooms, and other designated areas as directed by their supervisor.

**IV. GENERAL RESPONSIBILITIES:**

- A. Provide direction to students in regard to expected deportment.
- B. Insure an atmosphere in the halls and lunch area and other assigned areas of responsibility for students to be comfortable and have their best interest and needs met.
- C. Assist in moving student traffic to and from the lunch area and to and from classes in an orderly fashion.
- D. Assist in keeping the lunch area clean and picked up between lunches and after the lunch period.
- E. Assist in checking for losses of school lunch serving utensils.
- F. Assist in supervising rest rooms in the lunch area and as assigned in other areas of the building.

**V. ESSENTIAL JOB DUTIES:**

- A. Make students aware of expectations of behavior in the lunch area and other areas as assigned.
- B. Work with students and supervisors in following through on behavior expectations.
- C. Work with students in keeping trays, silverware, and lunch debris properly taken care of.
- D. Assist in wiping off tables and cleaning away lunch remains after each lunch change.
- E. Check garbage containers and floor areas for misplaced lunch utensils (silverware, trays, etc.)

**JOB TITLE: Cook Helper - Lunch Area Aide - Page 2**

- F. Work with students in keeping chairs and tables in proper order for each lunch period.
- G. Check rest rooms to prevent students from loitering, vandalizing, smoking, or otherwise using them in an improper manner.
- H. Assist in controlling hall traffic, allowing passage only at proper times or with proper passes of authority from teachers or office staff.
- I. Keep the assistant principal informed in regard to students recurringly in violation of school rules and regulations as they pertain to the aides' areas of responsibility.

**VI. AUXILIARY JOB DUTIES:**

Perform any other food services related duties and responsibilities as assigned by the Assistant Principal or Head Cook.

**LAPEER COMMUNITY SCHOOLS  
JOB DESCRIPTION**

- I. JOB TITLE:** Van Driver
- II. REPORTS TO:** Director of Food Services or designee

**III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for loading, unloading, and driving of District vehicle(s) between buildings to deliver foods, stock, and supplies for the school lunch program for students.

**IV. GENERAL RESPONSIBILITIES:**

- A. The van drivers responsibilities shall include, but not be limited to, the areas of loading, unloading, and driving District vehicle(s) to deliver foods, stock, and supplies for the school lunch program.
- B. Safely operate and have knowledge of vehicle(s) to be driven and all kitchen equipment.
- C. Keep well informed on current and planned food service procedures, policies, and regulations.
- D. Abide by all state and local health and safety regulations and driving laws.

**V. ESSENTIAL JOB DUTIES:**

- A. Lift items weighing up to 35 pounds.
- B. Drive district vehicle to deliver prepared foods, stock, and supplies between buildings as assigned.

**VI. AUXILIARY JOB DUTIES:**

Perform any other food services related duties as assigned by the Head Cook or Director of Food Services.

**LAPEER COMMUNITY SCHOOLS**  
**JOB DESCRIPTION**

- I. JOB TITLE:** Production Leader
- II. REPORTS TO:** Director of Food Services
- III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for setting production and leading food preparation at central production centers and coordinating operations between the production centers and service sites.

**IV. GENERAL RESPONSIBILITIES:**

- A. Set amounts of food to be prepared in central production and schedule deliveries between production center and service sites according to a planned menu and standard recipes.
- B. Supervise and instruct central production employees in safe, efficient production procedures, proper use of kitchen equipment, and total production and delivery operations.
- C. Maintain the highest standards of sanitation and safety in production facilities and operations, in accordance with local state health and safety regulations.
- D. Maintain high quality in centrally prepared products.

**V. ESSENTIAL JOB DUTIES:**

- A. Assign jobs to central production employees.
- B. Inspect quality of central production products for correct temperature, appearance, texture, and flavor.
- C. Be responsible for central production records, perpetual inventory, delivery schedules, and packing sheets.
- D. Supervise packing and labeling of central production food.
- E. Coordinate central production and deliveries between production centers and service sites.
- F. Be responsible for weekly inventorying and ordering of stock and supplies for central production.
- G. Receive, check delivery slips, and supervise placement and storage of central production stock and supplies.
- H. Report to the Director of Food Services any faulty or inferior quality stock received for central production.
- I. Make sure that central production waste is kept at a minimum and that stock is rotated to ensure first in - first out.

**JOB TITLE: Production Leader - Page 2**

- J. Supervise the daily cleaning and sanitizing of central production equipment and utensils.
- K. Be responsible for familiarizing central production employees with the duties and responsibilities needed in case of absences.
- L. Communicate with central production employees, as necessary, regarding employee and department matters that emanate from the food service director's office and/or central office.
- M. Report immediately to the Director of Food Services any problems or accidents occurring in central production operations.
- N. Confer with the Director of Food Services any employee problems.

**VI. AUXILIARY JOB DUTIES:**

Perform any other related duties as assigned by the Director of Food Services.



**LETTER OF AGREEMENT**

**EMPLOYEE BENEFITS**

In consideration of the change in contract language increasing the Group II Cafeteria Employees minimum work hours from "Two and one-half (2 1/2) hours" to "Three (3)" hours" in the 1990-93 Contract (Article XX, 3A) and in consideration of two current employees potentially affected by this change, the parties agree to the following:

1. Barbara Schneider shall be considered a Group II if she works at least two and one-half (2 1/2) hours per day.
2. Robin Schwerin shall be considered a Group II employee if she works at least two and one-half (2 1/2) hours per day.

This Agreement is specifically limited to the aforementioned two employees and in no way is to be considered precedent setting.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
STUDENT BREAKFASTS**

**WHEREAS**, the State has mandated that students be offered a school breakfast each school day beginning in 1994-95, and

**WHERE**, the District has piloted serving students breakfast during part of the 1993-94 school year in eight (8) District buildings, and

**WHEREAS**, SEIU - Cafeteria employees have been used to help provide these pilot breakfasts though the Master Agreement indicates that bargaining unit work is the "school lunch program for students," and

**WHEREAS**, District and student needs relating to breakfasts are much simpler to address than are such needs relating to the school lunch program.

**THEREFORE**, it is agreed, that as a matter of convenience, SEIU - Cafeteria will be used in all buildings during the 1994-95 school year to provide student breakfast services (if such services are offered) in the capacity used during the 1993-94 pilots.

**FINALLY**, it also is agreed that this letter and resultant actions shall not be considered precedent setting in any way whatsoever.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
FAMILY AND MEDICAL LEAVE ACT**

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the previous 12-month period. To the extent required by law, an eligible employee is entitled to a total of 12 work weeks of leave during any fiscal year for one or more of the following:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child;
3. The illness of an employee's spouse, parent, or child;
4. The employee's own illness.

Said leave shall be unpaid following contractually appropriate utilization of all sick leave days and personal leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 work week duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

Employee return from leave taken under the Act will be to an equivalent position if required by the Act and as governed by relevant contract provision. For employees seeking to return from FMLA leave within the last three (3) weeks of any semester, the following shall apply.

1. If the employee begins any category of FMLA leave (except personal sick leave) five or more weeks prior to the end of the semester, and the period of leave is at least three weeks, then the Board may require an employee seeking to return within the last three weeks to continue taking leave until the end of such semester.
2. If the employee begins any category of FMLA leave (except personal sick leave) less than five weeks before the end of the semester and the period of leave is greater than two weeks, then the Board may require an employee seeking to return within the last two weeks to continue taking leave until the end of such semester.
3. If the employee begins any category of FMLA leave (except personal sick leave) three or fewer weeks before the end of the semester and the period of leave is greater than five working days, the Board may require the employee seeking to return to continue taking leave until the end of such semester.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
SPECIAL FOOD SERVICES PROGRAM**

**STATEMENT OF NEED**

The Master Agreement stipulates that bargaining unit work is defined as the "school lunch program for students." The District, however, provides food services for students, staff, and the community outside of the school lunch program for students. It is mutually agreed that while the Board has the right to operate non-school lunch food service programs without Union participation, the most successful such program will include active participation of the school lunch program employees and Union leadership.

Therefore, it is agreed that a pilot Special Food Services Program be developed and operate consistent with the following:

**PURPOSE**

- < To develop a skilled team of food service specialists to meet District food service needs outside of the school lunch program for students.
- < To provide additional work opportunities for school food service employees.

**PLANNING AND DEVELOPMENT**

A Joint Labor Management (JLM) Committee will meet at least quarterly to plan and develop operations of the Special Food Services Program. The JLM Committee will be comprised of three (3) regular members appointed by the Union and up to three (3) regular members appointed by management. Other labor and management representatives may attend and participate in committee meetings as needed.

The Committee is charged with planning and development of the Special Food Services Program including, but not limited to, the following:

1. program expansion;
2. promotion of the program;
3. general production standards for both time per task and meals per labor hour;
4. quality control;
5. training including utilization of in-house experts as trainers, and
6. program cost effectiveness.

Committee recommendations will be implemented if feasible and desirable as determined by the Director of Food Services.

During the 1994-95 school year, the JLM Committee is further charged with exploring ramifications of granting on-site building staff the right to provide small scale services for that building (e.g. preparation of cookies or muffins for staff or parent group activities). Such exploration shall include considerations including the following:

1. complications pertaining to cost effectiveness;
2. definition of "small scale;"
3. positives and negatives of such a right;
4. proposed language to modify this Letter of Agreement, if so desired by the JLM Committee.

If proposed language is developed, the Board and Union expeditiously shall consider related modification of this Letter of Agreement.

## **ORGANIZATION**

The Special Food Services Program will be comprised of two elements as follows:

1. Special Events Team;
2. Special Events Support.

## **SPECIAL EVENTS TEAM**

### **Responsibilities**

The Special Events Team will provide specialty food services for staff, students, and the community outside of the District school lunch program for students. Team members will be responsible for developing and maintaining professional catering skills for food preparation and presentation. Specialty services may include, but not be limited to, refreshments, boxed meals, hors d'oeuvres, buffet and banquet meals for District and community events, and other sales of special foods and food services to District students and staff and to the Lapeer community.

### **Preparation**

With consideration to the menu and time available as determined by District and building food service staff after considering related factors including building meals per labor hour, some food and supplies for special events will continue to be prepared during regularly scheduled work hours at the site of the special event or at one of the central production kitchens (East High School and Woodside School) or at another school worksite. Also, some extra time (to be scheduled as an extension, before or following the employee's regular work schedule) for minor set-up may be offered to employees regularly assigned to the site of the special event.

When a special event requiring extra work hours is exclusive for the staff, parents or student body at a specific school, it will be the option of the director, after input of the principal and head cook in that school, to decide if the service will be provided by the on-site food service staff or the Special Events Team. If preparation of food for such an exclusive special event can be completed within the regularly scheduled work hours of the on-site food service staff, it will be the option of the on-site staff to decide if the preparation will be completed by the on-site food service staff.

### **Staffing/Equalization**

The Special Events Team will have at least twelve members. The positions will be posted to all District food service employees as they become available. If less than twelve regular school food service employees apply, the Team will be completed with members outside the bargaining unit. Members will be trained on the job by the Food Service Director and other team members or, at the discretion of the director, will receive other training in addition to the on-the-job training.

Team members must make a one year commitment to be available to work District special events, including events held on weekends. Any member unable to consistently fulfill this commitment will forfeit her/his position on the Team.

Team members will be placed on a Special Events equalization list, and all hours for on-site activities will be equalized. Projects requiring specific expertise as determined by the director (such as entrees, cake decorating, garnishing, table decorations, baking and artistic food preparations) will not be equalized. These projects will be assigned by the food service director to individuals with the skills required to maintain consistent product quality.

A team leader may be required for some events. Team members willing to assume the responsibilities of team leader may sign up on a separate equalization list. Assignments for this position will be equalized. The responsibilities of the team leader will include:

1. Assist in planning the menu, presentation and staffing for the event;
2. Assign responsibilities to team members;
3. Oversee preparation, presentation, service and clean up for the event;
4. Complete a report following the event;

If the number of team members available for a specific event falls short of the number needed as determined by the director, help will be recruited from the special events support team; extra help may be recruited from outside of the bargaining unit if additional help is still needed as determined by the director. Also, student servers may be utilized to enhance public relations impact of particular special events. Use of student servers shall not be for the purpose of reducing program costs or reducing work opportunity for Special Events Team members.

## **SPECIAL EVENTS SUPPORT**

### **Responsibilities**

Special Events Support Staff will support the Special Events Team as needed to provide necessary preparation, packaging, and serving responsibilities associated with Special Food Services as determined and developed by the Board including, but not limited to, the following:

1. Special sales to District students, staff and community;
2. Food services for District staff during the school day, other than staff participation in the school lunch program for students;
3. Food services for community events;
4. Food services for District events/programs outside of the school lunch program for students (e.g. summer school, Day for the Arts, awards programs).

With consideration of time available, some food for special food services will continue to be prepared during regularly scheduled work hours otherwise associated with the school lunch program for students.



**Staffing/Rotation**

Any bargaining unit member may serve on the Special Events Support Staff by providing written application to the Food Services Director prior to the beginning of each school year provided, however, that the JLM Committee may limit the number of support staff if needed to insure an acceptable amount of work for each support staff employee. If the number of support staff is so limited by the JLM Committee, such limitation shall be accomplished on the basis of seniority. Available program support work will be offered on a rotation basis to Special Events Support Staff if such work does not interfere with regularly scheduled work hours of the Special Events Support Staff and does not result in any individual working more than forty (40) hours in any one work week. It is understood that Special Events Support Staff may be required to complete Special Events support work at a site other than that to which they are regularly assigned.

If additional Special Events Support Staff are needed on an occasional or ongoing basis as determined by the Board, extra help may be recruited from outside of the bargaining unit.

**WAGE RATES**

Compensation for Special Food Services Program hours worked by bargaining unit members outside of regularly scheduled work hours will be compensated at the prevailing 1994-95 cook helper wage rate. The establishment of lower wage rates for non-bargaining unit workers is not intended to save costs by reducing the amount of bargaining unit member time within the Special Food Service Program. Team leaders will be paid an additional one dollar (\$1.00) per hour. The parties specifically will review this wage provision to ensure that no negative impact on bargaining unit workers occurs as the result of paying non-bargaining unit workers less than bargaining unit workers. Said review shall occur no later than December 1, 1996, but may occur anytime before or after that date pursuant to the process specified in the final paragraph below.

Neither mileage nor pay will be associated with travel between a regular worksite and a special events support work site or to a special events site.

Special food services work hours shall not be considered in relation to determining eligibility for fringe benefits.

It is mutually agreed and understood that this Letter of Agreement will be in effect upon the date of the parties signing below and will continue through June 30, 1998.

Further, the practices outlined in this letter will prevail over any contradictory contract provisions or past practices. Concerns which may arise in the process of implementing the programs will be resolved by the JLM Committee or, if necessary, by the Superintendent or her/his designee, Food Service Director, Union president, and other

Union representatives -- meeting together. Resolutions made during this concern resolution process will prevail for the remainder of the time that this Letter of Agreement is in effect.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
ATTENDANCE INCENTIVE**

**Annual Attendance Incentive**

A. Effective the 1996-97 school year, an annual attendance incentive shall be paid each year following the last employee workday. The incentive pool shall be funded by Board contribution calculated as follows:

1. Determine the average yearly paid sick and personal business leave usage (rounded to the nearest one-tenth day) in the cafeteria unit for the 1993-94, 1994-95, and 1995-96 school years.
2. Determine the current fiscal year paid sick and personal business leave usage (rounded to the nearest one-tenth day) in the cafeteria unit.
3. Using constant dollars based on the current substitute pay rate, determine the District's savings in substitute costs, if any, by subtracting the average calculated in 2 above from the average calculated in 1 above.
4. Divide in half the savings determined in 3 above. This amount is the Board contribution to the attendance incentive pool.

B. The annual attendance incentive pool as referenced above shall be paid out in its entirety by being divided on a share basis among every employee with leave usage at or below the current year average determined above in "A., 2.". Such current leave usage (rounded to the nearest half day) will include all paid and unpaid leave days except bereavement days. Shares will be awarded on an inverse basis relating to leave usage. For example, if 6 absences is the current year average, shares would be awarded as follows:

- 6 absences = 1 share
- 5 absences = 1.5 share
- 4 absences = 2 shares
- 3 absences = 2.5 shares
- 2 absences = 3 shares
- 1 absence = 3.5 shares
- 0 absences = 4 shares

**Perfect Attendance Award**

Any employee with perfect attendance first semester shall have the January records day off with pay.

Any employee with perfect attendance second semester shall have the Friday immediately following Parent-Teacher Conferences off with pay.

Perfect attendance is defined as no work absences other than bereavement or days covered by workers compensation.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**HEALTH INSURANCE**

The Board and Union agree to review any health insurance cost containment measures that may be proposed by the Union and, if related changes are agreed to, the savings would be divided between the Board and the employees as may be mutually determined by the parties.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date