

Utica Community Schools

AGREEMENT

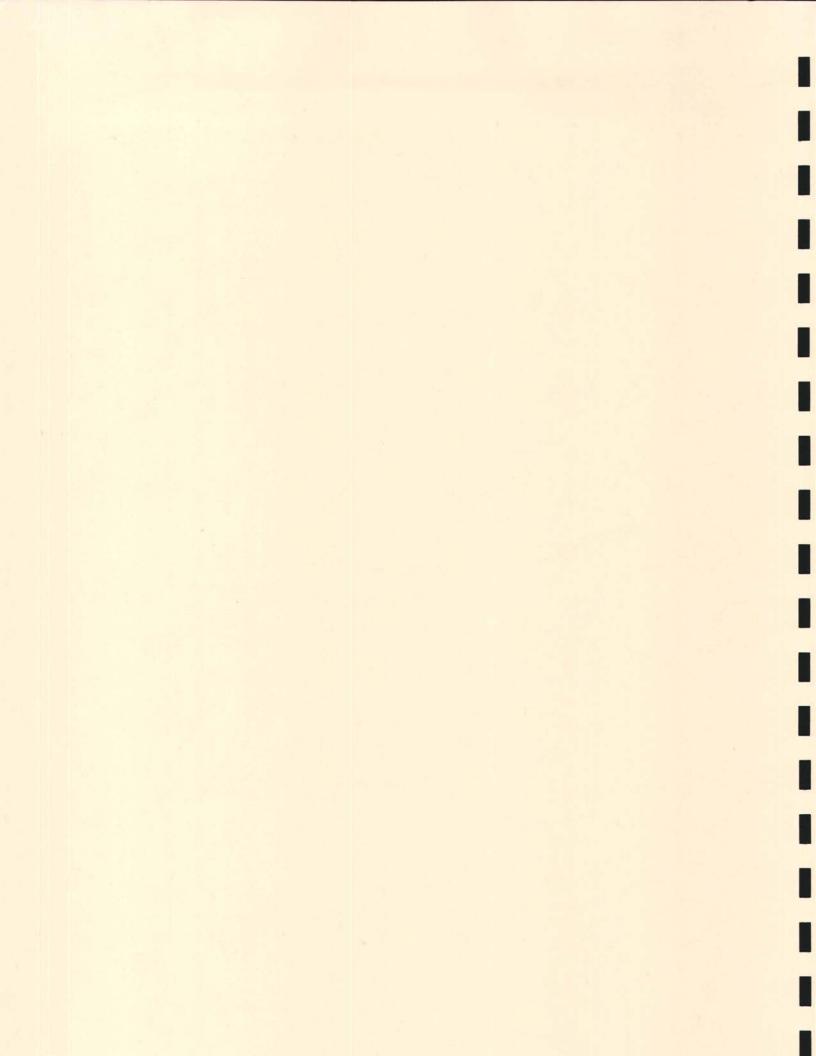
BETWEEN THE

UTICA COMMUNITY SCHOOLS

AND THE

UTICA FOOD SERVICE CHAPTER LOCAL 1664

JULY 1, 1996 TO JUNE 30, 1999



NONDISCRIMINATION

The Utica Community Schools and the Michigan State Board of Education comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education. It is the policy of these governmental agencies that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the United States Department of Education.

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Collective Bargaining Agreement between Utica Community Schools Board of Education and Utica Food Service Chapter

DESIGNATION OF PARTIES

On this <u>22th</u> day of <u>January 1996</u> at Utica, Michigan, the Utica Community School District, located at Sterling Heights, Michigan, hereinafter designated as the "Board", and by Utica Food Service Chapter of Local #1664, affiliate of Council 25, AFSCME, hereinafter designated as the "Union", agree as follows:

ARTICLE 1

PREAMBLE

1.1 It is the general purpose of this Agreement to promote the mutual interests of the School District, its students and its employees, and to provide for the operation of the School District under methods which will further, to the fullest extent possible: the safety of the students and employees, economy, cleanliness and efficiency of the Schools and equipment; protection of property, and avoidance of interruptions to the instructional program. The parties to the Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 2

RECOGNITION

2.1 The Board recognizes the Utica Food Service Chapter of Local 1664 affiliate of Council #25 AFSCME, as the sole and exclusive bargaining representatives in all matters prescribed by state law for all General Help, General Help Cashiers, Snack Line Leaders, Bakers, Cooks, Satellite Bakery Managers, and Satellite Kitchen Managers, except that the following groups of employees shall not be included in or covered by the terms of this Contract: Superintendent, Assistant Superintendents, Administrators, Supervisors, Assistant Supervisors,

Directors, Assistant Directors, all office employees, all professional employees, all laborers, all substitutes and part time employees, all operations, maintenance and transportation employees, all guards, nurses, teacher aides, and other employees who are excluded under the law. The Union agrees that the employees above will be excluded from this bargaining unit.

ARTICLE 3

BOARD OF EDUCATION

- 3.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 3.11 Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the School District.
 - 3.12 Adopt reasonable rules and regulations. When possible, changes will be posted and updated.
 - **3.13** Determine the qualifications of employees, including physical conditions.
 - 3.14 Determine the number and location or relocation of its facilities, including the establishment or relocation's of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
 - 3.15 Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 - 3.16 Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

- 3.17 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in the Contract.
- 3.18 The above are not to be interpreted as abridging or conflicting with any specific provision in this Contract.
- 3.19 Nothing containing herein shall be considered to deny or restrict the Board of its rights, responsibilities, any authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- 3.2 The listing of specific management rights in the Contract is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
 - 3.21 Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standard or operations, the means, methods and processes or carrying on the work including automation or contracting thereof of changes therein, the institution of new and/or improved methods or changes therein.
 - 3.22 Except as expressly provided otherwise in this Contract the determination and administration of school policy, the operation and management of the schools, and the direction of employees is vested exclusively in the Board.

RIGHTS AND RESPONSIBILITIES

- 4.1 The employee accepts the responsibility to strive for excellence in her/his work and to take advantage of opportunities for continually improving her skills and relationships with her co-workers and with the public.
- 4.2 The employee agrees to uphold the policies, reasonable rules, regulations and practices of the Board.
- 4.3 Nothing in this Contract shall be construed to deny or restrict an employee's rights under the Michigan General School Laws, or applicable civil laws. The rights granted in this contract are deemed to be in addition to those provided elsewhere
- 4.4 When a Food Service Employee is given a disciplinary discharge or suspension or a written reprimand and/or warning which is to be affixed to her/his personnel record maintained in the Personnel Office, the Food Service Chapter and employee shall be notified in writing of the action taken.

ARTICLE 5

HEALTH, SANITATION AND SAFETY REQUIREMENTS

- 5.1 The School Board requires evidence of freedom from communicable tuberculosis as a condition of entering its employment and every three (3) years thereafter for all full and part time personnel employed by the Board, if required. The examination shall include a T.B. skin test or a chest x-ray.
- 5.2 Employees must be free from any other communicable diseases, open cuts, boils, burns or any other condition that might be hazardous to the health of the employee, co-workers, students, or to the sanitation of food prepared.

- 5.3 All employees must be physically and mentally able to perform their duties as prescribed in their appropriate job description. An unusual amount of absence may be indication of inability to perform assigned duties.
- 5.4 An "Effective hair restraint" must be used so as to meet requirements of the Macomb County Health Department.
- 5.5 A clean uniform and white low-heeled rubber soled-slip resistant work shoes are requirements for all Food Service personnel while on duty.
 - 5.51 Uniform color options are:
 - 5.511 White Uniform
 - 5.512 White top and navy slacks or skirt
- No students shall be allowed in the kitchen.(See Letter of Understanding Page 43)

CHECK-OFF

- of those employees who individually request in writing, that such deductions be made. These deductions will be made from the second pay period each month. The amounts shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer within ten working days. The Board further agrees to submit the names of newly hired employees of this bargaining unit to the Union within five 5) days of the date of hire.
- 6.2 Employees shall tender the monthly dues or service fees by signing the proper authorization of check-off form.

UNION SECURITY

- 7.1 All employees achieving seniority status prior to October 8, 1973 and who on the 20th day of the month following the effective date of this Agreement are members of the Food Service Chapter in good standing, and all employees who voluntarily become members thereafter shall as a condition of employment, maintain their membership in the Food Service Chapter for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of membership.
- 7.2 The Food Service Chapter shall promptly furnish the Board with a notarized list of its members in the bargaining unit on the 20th day after this agreement is effective and countersigned in the member's own hand.
- 7.3 Membership in the Union shall be open to all employees regardless of race, creed, age, sex, marital status or national origin.
- 7.4 Employees achieving seniority status after October 8, 1973 and who are not members of the Union within thirty days following the effective date of this Agreement shall, as a condition of employment, pay to the Union a service charge equal to the Union dues.
- 7.5 Employees, except those excluded in Section 7.1 shall conform to this provision within thirty days following the effective date of this Agreement or at the end of their probationary period whichever is later.
- 7.6 Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article, if they are not more than sixty days in arrears in payment of dues, service charge, except those excluded in Section 7.1.

- 7.7 It shall be the responsibility of the Union to notify the Assistant Superintendent for Personnel and Employee Relations, in writing, within thirty days when a member of the bargaining unit is in violation of this provision.
- 7.8 Employees who are required to conform to this Article who become in arrears in their payments by sixty days or more shall be eligible for reinstatement if, prior to termination, the penalty prescribed by the Union is paid.

INDEMNITY CLAUSE

8.1 In consideration of the School District's agreement as set forth in Article 6 "Check Off" and Article 7 "Union Security", Utica Food Service Chapter agrees that it will indemnify and save the School District harmless against any and all suits, claims, judgments, fees, expenses or other liabilities incurred by the School District by reason of its honoring "Check Off" authorizations and "Union Security" as set forth in Articles 6 and 7, such indemnity to include, but not be limited to payment in full, of any judgments, costs, and interest awarded against the School District, and payment in full of all reasonable attorney fees, costs, and expenses incurred by the School District in any litigation before any tribunal arising out of the School District's action in honoring Articles 6 and 7.

ARTICLE 9

AID TO OTHER UNIONS

9.1 The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

SUPPLEMENTAL AGREEMENTS

10.1 All proposed supplemental agreements shall be subject to Good Faith negotiations between the Board and the Union. They shall be approved or rejected within a period of ten days following the conclusions of negotiations. The Board and the Union agree that neither they nor their agents attempt to initiate any exceptions to this Contract without re-entering negotiations.

ARTICLE 11

SPECIAL CONFERENCES

- 11.1 Special conferences for important matters may be arranged, on a monthly basis, between the Chapter Chairperson and the designated representatives of the Employer, upon the request of either party.
- 11.2 Arrangements for such Special Conferences shall be made in advance and a written AGENDA of the matters to be taken up at the meeting shall be presented five days prior to the meeting.
- 11.3 By mutual agreement, Special Conference may be held between the hours of 9:00 a.m. and 4:00 p.m.
- 11.4 The Chapter members shall not lose time or pay for the amount of time spent in such Special Conferences held during working hours.

ARTICLE 12

GRIEVANCES

12.1 DEFINITION -- Any claim by an employee that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Contract shall be resolved through the procedure set forth herein.

- 12.2 GRIEVANCE COMMITTEE -- The Board agrees to recognize a Grievance Committee, which shall be composed of the Chapter Chairperson of Food Service (or her designated representative), a Chief Steward and/or the Steward. The party involved in the grievance may be present if either the Board or the Union deems it necessary.
- 12.3 Discharge and suspension shall be instituted at step III of the Grievance Procedure.
- 12.4 Any complaint for which there is another remedial procedure or forum established by law regulation having the force of law shall not be the basis of any grievance filed under the procedure outlined in this Article.

GRIEVANCE PROCEDURE

- 13.1 If an employee or the Local Chapter has a grievance, it shall be presented to the Board as follows:
- 13.2 Informal Step:
 - **13.21** Each grievance shall be initiated within five working days of the occurrence of the cause for complaint.
 - 13.22 Any employee who believes she/he has a grievance shall present such grievance, on an informal basis, with her immediate supervisor and/or principal. One steward shall be present at this informal conference if requested.

13.3 Formal Step 1:

- 13.31 If the matter is not resolved on the informal basis, the matter shall be reduced to writing by the grievant and, if requested, by the steward stating the precise Article and Paragraphs of this Contract that has allegedly been violated, a statement of the facts, the position of the employee, and the desired action of the Board. This written grievance shall be submitted to their immediate supervisor and/or principal within five working days.
- 13.32 The immediate supervisor and/or building principal shall within five working days of receipt of the written grievance, submit his disposition of the matter to the employee and steward in writing.

13.4 Formal Step 2:

13.41 If the alleged grievance is not solved to the satisfaction of the employee and the Union, the Chief Steward may submit the written grievance within five working days to the appropriate Staff Director who shall meet with the Steward, Chief Steward, and when the Board or the Union deems it necessary, with the grievant within five working days, to try and resolve the grievance. The appropriate Staff Director shall within five working days after the meeting submit his/her disposition of the matter in writing to the Chief Steward.

13.5 Formal Step 3:

13.51 If the answer is not satisfactory to the employee and the Union, the grievance may be submitted in writing by the Chapter Chairperson to the Assistant Superintendent for Personnel and Employee Relations within five (5) working days. The Assistant Superintendent for Personnel and Employee Relations shall meet within five (5) working days with the Chapter Chairperson and the balance of the Grievance Committee, and when the Board or the Union deems it necessary; with the grievant. The Assistant Superintendent for Personnel and

Employee Relations shall submit his/her written answer to the grievance to the Chapter Chairperson within five (5) working days after the meeting. This meeting may be attended by a Council and/or International Representative. The Union representatives may meet on the Board's property at a place mutually agreed upon between the Union and the Board for at least one-half hour immediately preceding the grievance meeting.

13.6 Formal Step 4:

- 13.61 If the grievance is still not settled the Union may within twenty calendar days after receipt of the written reply of the Assistant Superintendent for Personnel and Employee Relations request arbitration by written notice to the Board. Within the next twenty calendar days the Union must submit their petition to the American Arbitration Association with a copy to the Board. The arbitrator will be selected through the American Arbitration Association. The decision of the Arbitrator shall be final and binding the parties, and the arbitrator shall be requested to issue his decision within thirty calendar days
- 13.62 The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Contract.
- 13.63 Arbitration shall be conducted under the auspices of the American Arbitration Association, and the conduct of said hearing shall be controlled by its rules. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half by the Board and one-half by the Union, and all other expenses shall be borne by the party incurring them.

13.64 The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limits for exercising said appeal commencing with the expiration date of the Board's grace period for answering.

ARTICLE 14

NO STRIKE - LOCK OUT

- 14.1 During the term of this Agreement, the Food Service Chapter will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature.
- 14.2 No lock out of employees shall be instituted by the employer during the term of this Agreement.

ARTICLE 15

SENIORITY

- 15.1 Seniority shall be applied within a job classification and on a system-wide basis.
- 15.2 System-wide seniority within this bargaining unit shall be determined for each employee as of his/her anniversary date of hire on a system-wide basis with regard to fringe benefits i.e., retirement, sick days, longevity, as specified herein).

- 15.3 Job classification seniority shall be determined for each employee effective her/his first day assigned to the job classification upon successful completion of her/his trial and/or probationary period.
- 15.4 An employee who has moved from one job classification and moves back to her/his former job classification shall maintain her/his full system-wide seniority from date of permanent hire in the Utica School District.
- 15.5 PROBATIONARY EMPLOYEES: There shall be no seniority for probationary employees, new employees hired in under this Contract shall be considered as probationary employees for the first sixty working days of their employment. When an employee completes the probationary period, she/he shall be entered on the seniority list and shall rank for seniority from the original date of employment. (First day worked adjusted by accumulative absences.) By mutual consent, an additional thirty day probationary period may be granted. Effective July 1, 1993, if more than one employee is hired on the same day, their seniority will be determined by the Utica Alphabet outlined in Appendix B.
- 15.6 The Union shall represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Contract, except that the Board will have the right of discharge or disciplinary action other than for Union activity involving a probationary employee without a grievance filed or processed.
- 15.7 Probationary employees will not receive any fringe benefits during their probationary period. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.

SENIORITY LIST

- 16.1 The seniority list will be posted for each job classification at least semiannually and will show all employees of the job classification, their name and seniority rank. Names of new hires and termination's of this bargaining unit will be submitted to the Chapter Chairperson.
- 16.2 Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, or dependents of the employee.
- 16.3 If from the date of posting of the seniority list, the list is not challenged by either party within ten actual working days, it will be deemed accepted as accurate.

ARTICLE 17

LOSS OF SENIORITY

- 17.1 An employee shall lose her/his seniority for the following reasons:
 - 17.11 She/he quits or retires.
 - 17.12 She/he is discharged and discharge is not reversed through the grievance procedure.
 - 17.13 She/he fails to return to work within ten working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown on the Board's records.
 - 17.14 She/he is absent from work five consecutive working days without advising the Board or giving satisfactory reasons to the Board for such absence.
 - 17.15 She/he overstays a leave of absence, unless there are extenuating circumstances.

- 17.16 She/he gives a false reason for a leave of absence or engages in other employment during such leave.
- 17.17 She/he falsifies her pre-employment application either by design or by omission.
- 17.18 She/he is guilty of improper use of sick leave or business leave days.

SENIORITY OF STEWARDS

18.1 Notwithstanding their position on the seniority list, stewards shall, in the event of a lay-off, be continued at work as long as there is a job in their classification and shall be recalled to work in the event of a lay-off to the first job open in their classification.

ARTICLE 19

SENIORITY OF OFFICERS

19.1 Notwithstanding their position on the seniority list, the Chapter Chairperson, Recording Secretary, and Chief Steward of the Chapter, shall in the event of a lay-off only, be continued at work, provided there is a job in their classification.

ARTICLE 20

STEWARDS AND ALTERNATE STEWARDS

- 20.1 Chief Steward
- 20.2 North
- 20.3 South
- 20.4 Central

LAY-OFF

- 21.1 The word "lay-off" means a reduction in the working force due to a decrease of work or of operating funds.
- 21.2 In the event of a lay-off, the order of lay-off shall be first, temporary employees; next, probationary employees; next, transferees who are still on probation in the job classification to be reduced; next, other employees within the job classification in accordance with their job seniority.
- 21.3 The Board will provide employees with seven calendar days prior notice of any lay-off with a copy to the Chapter Chairperson.
- 21.4 Any seniority employees removed shall be able to exercise seniority rights to bump:
 - 21.41 Into a job classification she had satisfactorily held previously.
 - 21.42 If she had not held a lower job classification, she shall have the right to bump into the lowest job classification within the bargaining unit.
 - 21.43 An employee who has bumping rights as set forth above, shall have the right either to exercise the bump or to accept the layoff until recalled.
 - **21.44** The least senior employees who remain unplaced after the reduction in the required job classifications and bumping is completed shall be laid-off.
 - 21.45 The above lay-off procedure does not apply to the normal reduction of work force during the time school is not in session.

RECALL

22.1 Laid-off employees shall be recalled in the inverse order of the layoff, the most senior employees shall be recalled to the first opening in
the job classification from which the employee was laid off or, if she
had bumped down from her original position in the reduction of the
work force before being laid off, to such former position. Recall will
be written certified notice, return receipt requested, to the employee's
last known address on file with the Board and shall require that the
employee report for work within ten days after delivery or proof of
non-delivery. If an employee fails to report for recall, she shall be
considered a quit, unless there are extenuating circumstances.

ARTICLE 23

ASSIGNMENT

- 23.1 Employees will be assigned to buildings or equipment in accordance with the needs of the Board and seniority and qualifications. However, employees are not entitled to a training period when exercising their seniority status.
 - 23.11 Prior to the beginning of each school year, general help jobs will be posted and filled on a seniority and qualifications basis for the ensuing school year.
 - 23.12 Whenever possible, kitchen managers shall be notified prior to the opening of school of the names and hours of employees assigned to their kitchen.

- 23.2 Temporary assignments are allowed for the purpose of upgrading and/or training. A list of all job assignments shall be given to the Chapter Chairperson within fifteen working days after the start of the new school year. Any permanent changes after issuance of this list, the Chapter Chairperson shall be notified within five working days. Employees shall receive the rate of pay of the higher job classification for all hours worked beginning the first day of their assignment provided that they work more than one day.
- 23.3 Vacancies due to leaves of absence shall be posted after ninety working days.
- 23.4 Permanently vacated positions shall be posted after five working days.

TRANSFER

- 24.1 In the event of an opening in a job classification, employees shall be given the opportunity to request a transfer within their respective job classification based on seniority and qualifications. The opening shall be posted for five working days giving the number of hours of the assignment. In the event an employee is accepted for a position through this procedure, her previously held position will be posted.
- 24.2 All newly created positions shall be posted in a conspicuous place in each kitchen in the School District at least five working days prior to filling such vacancy.
- 24.3 If an employee's request for a transfer is granted, she must remain in this position for at least one semester. A transfer does not prohibit an employee from promoting.
 - **24.31** General help employees will remain in their assigned position for the remainder of the school year unless there is an opportunity for more hours or promotion.

- **24.32** If a new secondary kitchen opens after the beginning of the school year, any Food Service employee may have the opportunity to apply for those newly created positions.
- 24.4 If an employee accepts a position in the school district not included in the food service bargaining unit and is thereafter rehired to a position within the food service bargaining unit, said employee shall have accumulated seniority while working the position outside of the food service bargaining unit. Employees affected by the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in the contract. The employee shall return to the same job classification she held before leaving the bargaining unit and will be placed in the first available position.
- 24.5 Temporary transfers of employees may be made at the discretion of the Board for reasons which include emergencies, vacations, light duty assignments, etc. Employees so transferred shall receive the rate of pay at the job classification beginning the first working day provided that they work more than one day. A transfer of this type is temporary in nature and shall last only to the extent of the cause.

PROMOTIONS

25.1 DEFINITION OF PROMOTION:

25.11 Promotion is an upward change in job classification which results in additional compensation for additional responsibilities.

25.2 Promotions within the bargaining unit shall be made based on job classification and seniority. The Board shall have the right to establish the qualifications for each position. Job classifications shall be as follows:

Kitchen Manager
Bakery Manager
Cook Manager
Cook
Baker
Snackline leader
General help - cashier

- 25.3 Vacancies will be posted for a period of five working days in a conspicuous place in each school building.
- 25.4 Employees interested in the vacancy shall state their interest in writing within the five working day posting period. Vacancies will be filled within twenty working days from closing and the Chapter Chairperson shall receive a notice of the employee receiving the position.
- 25.5 The employee receiving the promotion shall receive up to thirty working days, but a minimum of fifteen working days trial period in the new position. During the trial period, the employees shall receive the rate for the job they are performing.
- 25.6 The employee shall have the right during the trial period to revert back to her former job classification and hours if she so desires, and to her former location if it is available. In addition, the Board shall also have the right to revert the employee back to her former classification, hours, and location if in the opinion of the Board the employee's performance is unsatisfactory. If this situation should occur, the Board shall have the option of either posting the vacancy or using the original posting of the job classification vacancy.
- 25.7 If an employee accepts a probational opening through this procedure and then reverts back to her former job classification at her request, she will forfeit her right to bid on the same promotional opening for a period of one calendar year.

25.8 Employees on sick leave or leave of absence, shall have the responsibility of notifying the Personnel Office of their interest in promotional opportunity. Those employees so notifying the Personnel Office shall receive notice of vacancies by post card.

ARTICLE 26

SUBSTITUTES

- 26.1 When a substitute is required in a building, qualified personnel on duty will get the benefit of any greater number of available work hours, while the substitute's work hours will be kept at a minimum.
- 26.2 Substitute employees shall not accumulate seniority status.
- 26.3 Substitutes will be notified in writing if they are hired on a permanent basis. (See probationary period.)
- 26.4 A position may be filled by a substitute for a maximum of twenty working days except in cases of leaves of absence.

ARTICLE 27

WAGE RATES

	07/01/96 to 06/30/97	07/01/97 to 06/30/98	07/01/98 to 06/30/99
General Help - Cashier Probationary	\$ 8.41	\$ 8.58	\$ 8.75
1st year	8.73	8.91	9.09
2nd year	9.54	9.73	9.93
Snackline Leader (Sr. High School)	9.97	10.17	10.37
Baker	10.44	10.65	10.86
Cook	10.56	10.77	10.99
Secondary Cook Manager	11.10	11.32	11.55
Satellite Bakery Manager	11.25	11.48	11.71
Satellite Kitchen Manager	11.38	11.61	11.84

Change to read:

^{*}Contract may be reopened for wage rate negotiations if any non-certified group exceeds 2.5% .

27.11 Each employee who is on the payroll or an approved leave of absence on the last date students are in attendance in June of 1997, 1998 and 1999 shall receive an economic adjustment payable by separate check on the last pay day of the respective fiscal year.

Computation of the amount of the economic adjustment shall be by computing the total hours worked in the respective fiscal year and multiplying that total by \$.05 per hour.

27.2 Longevity:

27.21 After completion of the following years of service in the Food Service Operation in the Utica Community Schools, the listed additional rate of pay per hour shall be paid:

5 Years	\$.10
10 Years	\$.10
15 Years	\$.10
20 Years	\$.10
25 Years	\$.10
(To a total of	\$.50)

27.22 Longevity shall be computed on the basis of the employee's anniversary date of hire.

27.3 Overtime:

- 27.31 A rate of time and one-half shall also be paid for work in excess of eight (8) hours per day or forty (40) hours per week.
- 27.32 A double time rate will be paid for all hours worked on Sunday.

27.4 Work Day and Hours:

27.41 Employees will work on days assigned when school is in session.

27.411 See Holiday Pay

27.412 No allowance for vacations

- 27.42 Full time will generally be for seven hours of work. Thirty minute lunch time is allowed, but not paid for, and is optional with the employee if approved by the Cook Manager or Director of Food Service.
- 27.43 General Help work hours assigned. Thirty (30) minutes allowed for lunch, but not paid for, and is optional with the employee if approved by the Cook Manager or Director of Food Service.
- **27.44** Each worker is allowed the regular lunch served but it must be consumed on the premises.
- 27.45 The Manager in each school is responsible for accurate payroll of all help, including the substitutes. Payroll sheets will be posted. If these hours are changed by the Manager, the employee will be notified before the change is made.
- 27.46 If your services are needed before school starts or after it is closed, you will be paid regular hourly rates, subject to the approval of the Food Service Director, for the time that is required to complete the task.
- 27.47 If you break service, quit; and later return to work, your rate of pay will be the minimum rate for your particular job.
- 27.48 Employees working four, five, six, or seven hours may take a ten minute break in the first half of their shift provided that the normal productivity of the "job" is not adversely affected.

27.49 Rotation of Extra Hours:

- A rotating list shall be maintained in each kitchen by the Cook Manager. The purpose of which shall be for assignment of extra hours for general help classification employees.
- 27.492 Extra hours are those hours needed over the assigned hours in a kitchen such as may be needed due to extra work, heavy work load, unusual circumstances (not replacement of absent employees).

27.5 Safety and Sanitation Certification

- 27.51 A Safety and Sanitation Class will be offered to all Food Service Employees. Employees who successfully complete the course, passing both the Education Foundation and the Michigan Restaurant Association tests, with a score of 75% or better on each test, will be certified.
 - 27.511 If an employee takes the class and does not successfully pass, score of 75% or better, the employee may retake the class at a later date, but the employee will pay the charge for the class.
- 27.52 Certification will be valid for a period of 36 months. At the end of 36 months the employee must take a refresher class to renew their certification.
- **27.53** Classes will be offered in October and February as long as 10 or more employees are enrolled in the class.
- 27.54 Employees who are certified will be paid as follows:

1st year - \$.15 per hour

2nd year - \$.20 per hour

3rd year - \$.25 per hour

- 27.55 Effective January 22, 1996, employees who are already certified will begin receiving the additional compensation per hour. Employees who successfully completed the class prior to ratification, shall be eligible to receive the additional compensation for the balance of the 36 months, or from the date of issuance on the certificate.
- 27.56 Upon successful completion of the class, employees will begin receiving the additional compensation effective with the date of the certificate.
- 27.57 Employees wishing to renew their certification will be required to take the Safety and Sanitation class again but will not be required to take the Education Foundation or Michigan Restaurant Association Test after successful completion of the class.
- 27.58 Those employees who were previously certified, but more than 36 months ago, will be required to take a refresher course during the second (2nd) semester of the 1995-96 school year. Upon showing proof of attendance at all sessions of the refresher course they will be paid retroactively to January 22, 1996.

27.6 Assignment of Replacement Hours:

In a central kitchen or bake shop replacement of absent employees who work seven hours shall be by seniority, however, the employee exercising her seniority must take the assignment and hours of the absent employee, otherwise the replacement passes to the next employee in line of seniority. The hours made available after the replacement of the absent employee will be assigned by the Manager with consideration given to seniority and the needs of productivity in the kitchen.

27.6011

In a central kitchen or bake shop, replacement of absent employees who work less than seven hours shall be by seniority, however, the employee exercising her seniority must take the assignment and hours of the absent employee, otherwise the replacement of the absent employee will be assigned by the Manager and with consideration given to seniority and the needs of productivity in the kitchen. Once a higher classification replacement is turned down, the manager does not have to offer that job for the duration of that classified absence.

27.602

The Manager has the responsibility and authority to assign qualified personnel to ensure normal kitchen operation and performance which may affect the assignment of "replacement of hours" solely on a seniority basis.

ARTICLE 28

SPECIALS

- **28.1** Service to special groups shall be compensated at a rate of time and one-half.
 - 28.11 A portion of the senior breakfast preparation and service will be compensated at time and one-half for those hours needed on the day of the function prior to normal assignment times. The Board will have final authority regarding the number of hours needed above the regular assignment and that determination is non-grievable.

- 28.2 A rotating work list shall be maintained for Food Service personnel interested in working specials and a copy sent to the Chapter Chairperson. Whenever more Food Service personnel than those already assigned to the school where the special is to be held are needed, they will be selected on a rotating basis from this list. If the Cook Manager or Baker are not available for the special, a qualified Cook Manager or Baker from another building shall be assigned.
 - **28.21** System-wide school functions may necessitate additional personnel from higher classifications.
- 28.3 A notice of three (3) working days is to be given a employee who is to work a specials If notified of a special after the specified time, it is not to be counted as a refusal. The employee to work should be contacted personally by the Cook Manager.
- 28.4 Any person who refuses or is unavailable twice for special assignment, shall be stricken from the special work for the remainder of the school year.
- 28.5 General help in a particular school will work on a rotating basis. The Cook Manager shall maintain the rotating list in their respective school for specials and the list will be kept posted and up to date at all times.
- 28.6 The letter of understanding establishing a pay rate for Bakers working for the Community Meeting will remain in effect for the duration of this agreement.

MINIMUM WORK DAY

29.1 The School District agrees to provide a Food Service Employee with a minimum work day of at least two (2) hours per day, provided work is available. In cases where school is canceled after an employee has reported for work, she will be paid at her regular rate for the number of hours she has worked up until the time school was canceled, but at a minimum of two (2) hours.

UNIFORM AND SHOE ALLOWANCE

30.1 Allowance

- **30.11** All Food Service Employees will receive \$140 per year uniform and shoe allowance, on or before October 1st of each school year. Effective with the 1997-98 school year, \$145 per year, 1998-99 school year \$150.
- 30.2 Any employee who works less than a full school year shall receive a pro-rated uniform and shoe allowance.

ARTICLE 31

HOLIDAYS

- 31.1 An employee whose regular work schedule, as defined by the school calendar, includes any or all of the following days and who is on duty the scheduled work day immediately prior to and the scheduled work day immediately after the holiday shall receive a holiday with pay at the employee's current regular wage for such days: New Year's Day, Good Friday, Easter Monday, Memorial Day, Labor Day, Thanksgiving Day, day after Thanksgiving, one full day immediately preceding (Christmas, Christmas Day, day after Christmas, one full day immediately preceding New Year's Day.
- 31.2 Should a holiday fall on Saturday; Friday shall be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered as a holiday.

COMPENSABLE LEAVE

32.1 An employee on compensable leave shall be deemed to be on continuous employment for the purpose of computing all benefits; seniority shall continue to accumulate for the employee on compensable leave.

32.12 Sick Days:

- Each Food Service employee shall accumulate one
 (1) day, construed as number of assigned hours
 normally worked, of sick leave allowance for each
 month the employee receives pay in her regular
 yearly position. When leave is exhausted, such
 employee shall not accrue any more days unless
 working. An employee while on sick leave, shall
 be deemed to be on continuous employment for the
 purpose of computing all benefits, including
 seniority.
- An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- When returning to work following a serious illness, injury, operation or if an employee is absent for five (5) days, a written release from a physician is required.
- One-half of the employee's current wage shall be paid by Christmas of each year for hours accumulated during the preceding year beyond 310 hours and not used. The maximum accumulation will be ten (10) sick days per year.

32.1241 Upon retirement from the Utica
Community Schools under the
Michigan Public Schools Retirement
Fund, the employee will be
compensated for those accumulated
sick leave hours in excess of 250
hours at a rate of one-half of the
employee's current wage rate.

32.125 Sick days may be used for the following reasons:

32.1251 Disability

32.1252 Illness in the immediate family to total of three days. (Spouse, - children, mother, father, mother-in-law, father-in-law, son-in-law, - daughter-in-law, grandchildren, grandparents and any member of the - employee's household.)

32.13 Bereavement

An employee may receive approval for up to three working days per incident as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family shall be defined as: Mother, father, son or daughter, sister or brother, wife, or husband, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, or a member of the employee's household. The amount of days which will be approved will depend upon travel and circumstances involved and three days is not to be regarded as the norm.

- 32.1311 At the option of the Board, two (2) additional days may be granted due to unique circumstances to be deducted from sick leave.
- 32.1312 Bereavement days must include the day of the funeral and must be consecutive.
- 32.132 The Chairperson, or her representative shall be allowed one funeral leave day in the event of a death of a member of the Food Service Chapter, for the exclusive purpose of attending the funeral.

32.14 Business Leave

- 32.141 One of the accumulated total number of leave days may be used annually for personal business upon initial approval of the employee's immediate supervisor, building principal, and final approval of the Director of Food Service. Business leave day may not be taken immediately prior to or subsequent to paid holidays except in emergencies.
- In all cases of business leave, the request for approval must be for sound, pressing, and unavoidable reason and may be subject to verification at the request of the School Administration, if deemed warranted by the employee's previous attendance record. A maximum of one day per year will be allowed. This day may be used for necessary personal business which cannot be conducted on other than the employee's assigned scheduled work day, such

as attendance at a meeting set for the closing on the purchase of a home. Application for the use of the business leave day must be submitted to the Director of Food Service not less than two work days prior to the date of the leave. This request must state the reason for the leave.

32.15 Personal Leave

- 32.151 Three of the accumulated sick leave days may be used annually as a leave day without specificity by all employees. Not more than one person from each classification above general help nor more than ten per cent of the general help classification may be excused on any one day. Personal leave days may not be taken immediately prior to or subsequent to paid holidays except in emergencies.
- 32.152 Forms for personal leave will be available at each building office. They must be submitted through the immediate supervisor, the building principal and to the Director of Food Service. Application for the use of the personal leave day must be submitted to the Director of Food Service not less than two work days prior to the date of the leave.

ARTICLE 33

NON-COMPENSABLE LEAVES

- 33.1 Non-compensable leaves shall be granted for reasonable periods, not to exceed one year. Leaves may be extended not to exceed one (1) year by the Board of Education for good cause.
- 33.2 All leaves shall be requested in writing and will be granted in accord with the specified provisions for each type of leave provided for in the Agreement.

- 33.3 All leaves shall be for a definite period with a specific expiration date. Employees being granted such leave shall be required to report for duty upon expiration of the leave. Upon return from any leave of absence, the employee shall be placed for immediate appointment to the first available position for which she is qualified, within her classification.
- 33.4 Employees who fail to report back to work upon expiration of the leave, or who refuse to accept an available position offered, shall be subject to termination of employment.
- 33.5 Employees on the following non-compensable leaves shall be deemed to be on continuous employment and shall continue to accumulate seniority during the length of the leave.

33.51 Disability Leave:

Leaves of absence shall be granted for an employee's own disability. Upon exhaustion of paid sick leave, the employee will be notified to apply for a leave of absence if she is not able to return to work. All accumulated sick leave allowance days shall be used prior to an employee being placed on a leave of absence for disability. Upon expiration of the disability leave, the employee shall submit a report from the attending physician certifying that the employee is fully recovered and capable of performing the functions and duties of her position.

33.52 Consent Leave:

All leaves other than those provided for in the above sections may be granted when possible and shall be for a definite period with a specific termination date to employees after one year of employment. Employees being granted such leave shall be required to report for duty upon the termination thereof. Denial of consent leaves shall not be matter for the grievance

BULLETIN BOARDS - BUILDING USE AND MAIL

- 36.1 The Employer will provide a designated space in each building which may be used by the Union for posting notices of the following types:
 36.11 Notices of recreational and social events.
 - 36.12 Notices of elections.
 - 36.13 Notices of results of elections.
 - 36.14 Notices of meetings.
 - 36.15 Copies of all notices shall be forwarded to the Board
- 36.2 The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.
- 36.3 The Union shall also have access to the inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the School Administration.
- 36.4 It is understood and agreed that no Union activities will be carried on during working hours on the school premises.
- 36.5 It is understood that if any or all of the above are abused the privilege of said use shall be revoked and shall not be subject to the grievance procedure.

JURY DUTY

- 37.1 An employee who serves on Jury Duty will be paid the difference between her pay for Jury Duty and her regular pay.
- 37.2 When an employee is identified for Jury Duty by the court system and is not scheduled for attendance at court during any day, she shall report for work and make herself available for assignment.

ARTICLE 38

RETIREMENT

38.1 All employees covered by this Agreement are placed under the employer contributed school employee retirement program.

ARTICLE 39

HOSPITALIZATION

- 39.1 PLAN A Employees who wish Blue Cross/Blue Shield Preferred Provider (PPO) protection: Blue Cross semi-private comprehensive hospitalization and Blue Shield PSG-1, Master Medical, Full Family Coverage, Master Medical Certificate Option I, and \$5.00 Preferred RX Prescription Drug Programs, FC, Pap smear and mammography riders.
 - 39.11 Dental Plan Effective October 1, 1990, employees who regularly work at least six (6) hours per day will be provided a dental plan equal in nature to Delta Plan "A" 75/25% Class I and 50/50 % Class II benefits with benefits fully coordinated.

"Benefits fully coordinated" in paragraph 39.11 means that the dental plan is not available to employees who are covered by a dental plan which is equal to or superior to the plan offered herein. This applies to coverage from other employers or the Utica Community Schools.

The carrier for the coverage shall be determined by the Board of Education.

- 39.12 Those six and seven hour employees not electing Hospitalization Plan A will receive, at the end of the year, a lump sum payment of \$100.00.
- 39.2 Food Service Employees who work four through five and one-half hours per day are eligible for one-half payment of Blue Cross/Blue Shield Plan A and/or one-half payment of the dental plan by the School District.
 - 39.21 Four through five and one-half hours employees not electing one-half payment of Blue-Cross/Blue Shield, Plan A, will receive, at the end of the year, a lump sum payment of \$50.00.
- 39.3 If an employee's hours are reduced by the School District, the same hospitalization coverage will be maintained for the remainder of the fiscal year for the Employee.
- 39.4 Once an employee has separated service, the School District's contribution for hospitalization coverage will automatically cease in the month following, except in the case of a leave of absence for illness where coverage will continue for the length of the leave, as approved by the School District.
 - 39.41 Extensions will not be covered under this provision.

LIFE INSURANCE

- 40.1 All Food Service employees who elect hospitalization coverage shall receive a \$7,000 Term Life Insurance Policy including Accidental Death and Dismemberment.
- 40.2 Food service employees who do not elect hospitalization coverage shall receive a \$8,000 Term Life Insurance Policy including Accidental Death and Dismemberment.

ARTICLE 41

VISION CARE

41.1 Effective October 20, 1979, Food Service employees whose regular assignment is four (4) or more hours per day, will be provided a copay Vision Program equal in nature to the MEA Vision Plan I. The carrier for coverage shall be determined by the Board of Education.

Schedule of Benefits

Coverage	Effective 7/1/87 Maximum Payment Benefits			
Examination	\$20.00			
Regular lenses	\$15.00 per lens			
Bi-focal lenses	\$15.00 per lens			
Tri-focal lenses	\$20.00 per lens			
Contact lenses	\$25.00 per lens			
Frames	\$10.00			

^{*}Benefits contained in the MEA VSP Vision Plan A are those in effect as of July 1, 1984.

WORKER'S COMPENSATION

- **42.1** Each employee shall be covered by the applicable Worker's Compensation Laws.
- 42.2 In the event of an on-the-job accident in which the employee is entitled to benefits under the Worker's Compensation Act, the balance of the employee's average weekly earning not covered by Worker's Compensation shall be covered by sick leave pay and this portion (sick leave) only to be deducted from the employee's accumulated sick leave.

ARTICLE 43

AMENDMENTS AND TERMINATION

43.1 This Agreement shall commence July 1, 1996 and shall continue in force and effect until June 30, 1999, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days nor more than one-hundred twenty (120) days prior to June 30, 1999.

ARTICLE 44

RATIFICATION

44.1 This Agreement has been negotiated and executed and shall be controlled by all applicable laws, including any amendments that may hereafter be made during the life of the contract, and wherever the terms of this contract are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision or provisions, and until such renegotiation has been completed, such provision or provisions, in conflict shall be void.

WAIVER CLAUSE

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

ARTICLE 46

MISCELLANEOUS PROVISION

46.1 Board of Education Policy #4133 - Mileage

"Necessary use of an employee's private automobile in the performance of his/her duties will be reimbursed at the rate established by the Board of Education. Managers will be reimbursed for long distance phone calls from their home telephone when made in the performance of their duties.

46.2 An employee may use one personal leave day to receive their regular rate of pay for the last day of the first semester, a non-work day. Limitations in Article 32.151 will not apply to this day.

SENIORITY

LETTER OF UNDERSTANDING

Employees who are missing the specific date (day of the month) of their seniority, will be designated the numeral one (1).

LETTER OF UNDERSTANDING

The purpose of this memorandum is to record our mutual understanding regarding students working in the school cafeteria.

Effective school year 1996 - 1997 before a student is placed in a school cafeteria as a worker, there should be a consultation between the Food Service Employee in charge of the cafeteria, and the principal or their designee.

Further, it should be mutually agreed that the student is capable of doing the assigned task, and is not a safety problem to themselves or others.

Michael Murphy, Director

Margaret Pawlowski, Chapter Chair

/mi 02/07/96 Revised 03/21/96

LETTER OF UNDERSTANDING

The purpose of this memorandum is to record our mutual understanding regarding non-compensated consent leaves.

Effective school year 1996 - 1997 pending the active substitute list, and the availability of substitutes during the school year, one to two week leave requests will be approved if possible. Efforts will be made to approve at least two leaves on an on-going basis during the year. Employees will request such leaves at sign up time or the employees first knowledge of the need for a leave.

Every effort will be made to allow leaves to be approved throughout the school year.

Margaret Pawlowski, Chapter Chair

Michael Murphy, Director

UTICA COMMUNITY SCHOOLS FOOD SERVICE CHAPTER LOCAL #1664

By: Judith E. Pickett

Judith Pickett

Council #25

Margaret Pawlowski Chapter Chairperson

Pauline Lisiecki A Bargaining Committee UTICA COMMUNITY SCHOOLS MACOMB COUNTY STERLING HEIGHTS, MICHIGAN

By: Carol Klenow
President

Becky S. Higbre Vice President

Greg Wojtovich Secretary

Christine Kulierskan

Christine Robershaw

Treasurer

Dick Copus

Trustee

Kevin Lohmeier

Trustee

Steve Truman

Trustee

APPENDIX A

JOB DESCRIPTIONS

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APPENDIX A

JOB DESCRIPTIONS

GENERAL REQUIREMENTS FOR FOOD SERVICE EMPLOYEES

- Must be physically, mentally, and emotionally able to complete
 assigned duties within assigned allotment of time. An unusual
 amount of absence, tardiness, or inability to work within assigned
 hours may indicate that the employee is lacking in competence and
 may need assistance from her immediate supervisor.
- Must be able to work cooperatively with others and must be able to relate well to students and teachers.
- Must routinely become involved in In-Service Training to assure competence in each specific area of assignment.

GENERAL HELP

Shall work under Co-Manager performing duties as assigned.

Have the ability to follow oral and written instructions.

Is responsible to Cook-Manage, Designee of Food Service Director, to the Director of food Service and Building Principal.

Have the ability to work cooperatively with fellow workers, teachers, and students.

Familiarize herself with the proper techniques of handling all pieces of equipment in her kitchen.

Willingly accepts all tasks assigned to her. Shares work load, fairly, with fellow workers.

Shall be willing to fill in at similar positions, at other schools, in case of emergency.

Report for work promptly at assigned hours.

GENERAL HELP - CASHIER

Shall be responsible for all money collection during the lunch hour and for keeping accurate records of all transactions. She shall be responsible to the Cook-Manager, and shall perform other duties as assigned.

Specific Responsibilities

- 1. Set up cash register, be sure register is clear.
- 2. Recount left-over milk and check in new delivery.
- Take money and make change for all lunch and extra sales.
- Keep daily record sheets and make out deposit slips.
- 5. Lock register, at the end of the day, but leave Cash Drawer (empty) open.

The Cashier must be able to relate well to students and teachers as she is in close contact with them daily. Cashiers must routinely undergo in-service training to assure accuracy.

GENERAL HELP - HOT LUNCH KITCHENS

Shall be responsible to the Designee of Food Service Director, the Director of Food Service and the building Principal.

She shall work only the hours assigned, except with special permission from the Food Service Director when the lunch count warrants.

Specific Responsibilities

- 1. Collection of daily lunch count in the office.
 - 2. Preparation of all menu items.
 - 3. Ordering and receiving of all food, including bread and buns.
 - 4. Keeping of records of amounts of food received from deliveries.
 - Care and cleaning of equipment and reporting of any malfunction, immediately, to the Food Service Department.
 - 6. Monthly reporting of an occurrence, written inventory of food and supplies.

GENERAL HELP - RECEIVING KITCHENS

Shall be responsible to the Designee of Food Service Director, the Director of Food Service, and the Building Principal. She shall work only the hours assigned, except with special permission of the Food Service Director when the lunch count warrants.

Specific Responsibilities

- 1. Checking of insulated food carriers to confirm accurate quantities and to be sure food is hot enough to serve. (Boost heating may be necessary for certain menu items.)
- Serving of food to meet the Type A requirements: Food should be at the correct temperature and should be appetizing. If food arrives in an unserviceable condition, it should be immediately reported to the Central Kitchen.

- Ordering and receiving of all paper and plastic goods and icecream.
- Care and cleaning of equipment and reporting of any malfunction immediately to the Food Service Department.
- Monthly reporting of an accurate, written inventory of food and supplies.

SNACKLINE LEADER

Shall be assigned to the Satellite Central Kitchen and shall be responsible to the Cook Manger, Designee of Food Service Director, Director of Food Service and Building Principal.

Specific Responsibilities

- 1. Shall work under Cook Manager performing duties as assigned.
- Shall work with Cook Manager to devise weekly snackline menu and get menu items ready to serve in cooperation with Cook.
- 3. Responsible for care and cleaning of all equipment in snackline area.
- Responsible for inventory control of ice cream, milk, yogurt, etc. Will inform manage, no later that Monday, of what needs to be ordered for use on the snackline the following week.
- Willingly accepts all tasks assigned to her. Shares work load, fairly, with fellow workers.
- Shall be willing to fill in at similar positions, at other schools, in case of emergency.
- 7. Report for work promptly at assigned hour.

- Must be able to relate well to students and teachers as she is in close contact with them daily.
- 9. Must have the ability to follow oral and written instructions.

BAKER

Shall be assigned to a (a) Secondary school or to be (b) Satellite Bake Shop. She shall be responsible to the Designee of Food Service Director, the Director of food Service, and to the Building Principal.

She shall be responsible for the preparation of all baked items, under the general supervision of the (a) Secondary Cook-Manager or (b) Satellite Baker-Manager.

The Baker shall be skilled in all areas of baking and shall be able to adjust recipes to the quantity required. She must be able to plan her own work schedule and to direct General Help under her supervision. She shall further assist where needed as directed by the Satellite Baker-Manager.

COOK

Shall be assigned to a Satellite Central Kitchen and shall be responsible to the Satellite Cook-Manager, the Designee of food Service Director, the Director of Food Service, and the Building Principal.

She shall be responsible for the preparation of food under the general direction of the Satellite Cook-Manager.

The Cook shall be skilled in all areas of food preparation and shall be able to adjust recipes to the quantity required. She must be able to plan her own work schedule and to direct General Help under her supervision. She shall further assist where needed as directed by the Satellite Cook-Manager.

SATELLITE BAKER MANAGER

Shall be assigned to the Satellite Bake Shop and shall be responsible to the Designee of Food Service Director and the Building Principal.

The Satellite Bakery Manager is responsible for the total operation of all baked items on the menu.

The Satellite Bakery Manager must possess the ability to relate well to co-workers, teachers, and students. She should be capable of giving instruction and direction to all other employees in the Bake Shop. Therefore, it is necessary for her to be very familiar with all jobs under her supervision.

Specific Responsibilities

- Ordering and receiving of all food and supplies. Any shortage, spoilage, or damage of any shipment shall be reported immediately to the Designee of Food Service Supervisor.
- 2. Monthly reporting of an accurate written inventory of all food and supplies stored in the Bake Shop.
- 3. Equipment care and operation: This shall include responsibility for daily cleaning of all equipment, reporting of any malfunctions, immediately to the Food Service Department, and making sure all equipment is turned off at the end of the day.
- Accurate daily recording of time sheets for all employees.
 Time sheets shall be posted in the Bake Shop.
- Daily organization of the total work force in the Bake Shop and formulation of daily work schedule.
- Daily communication with the Central Kitchen to collect precount, for receiving schools, for the next day's menu. Amounts of baked items sent to each receiving school shall be recorded daily.

 Daily coordination of the transport of baked items from the Bake Shop to the Central Kitchen.

SATELLITE KITCHEN MANAGER

Shall be assigned to the Satellite Central Kitchen and shall be responsible to the Designee of the Food Service Supervisor, Director of Food Service, and the Building Principal.

The Satellite Kitchen Manager is responsible for the total operation of the Satellite area and preparation of all menu items, except for baked items.

The Satellite Kitchen Manager must possess the ability to relate well to co-workers, teachers, and students. She should be capable of giving instruction and direction to all other employees in the Central Kitchen. Therefore, it is necessary for her to be very familiar with all jobs under her supervision.

Specific Responsibilities

- Ordering and receiving of all food and supplies, including milk and ice cream. any shortage, spoilage or damage of any shipment shall be reported, immediately, to the Designee of Food Service Supervisor.
- Monthly reporting of an accurate written inventory of food and supplies stored in the Central Kitchen.
- 3. Equipment care and operation: This shall include responsibility for daily cleaning of all equipment, reporting of any malfunctions, immediately, to the food Service Department, and making sure all equipment is turned off at the end of the day.
- Accurate daily recording of time sheets for all employees.
 Time sheets shall be posted in the Central Kitchen.

- 5. Daily organization of the total work force, in the Central Kitchen, and formulation of daily work schedules.
- 6. Daily collection and tabulation of pre-counts from receiving schools in the Satellite area. Amounts of food sent to each receiving school shall be recorded daily. Daily communication with the Bake shop will be necessary to establish need for baked items.
- 7. Daily coordination of the transport system for the Satellite area. This shall include:
 - Calculation of amounts of food needed for each school based on the pre-count.
 - b. Preparation of all menu items, (except for baked items) with direct assistance of the cook.
 - c. Loading of all insulated carriers to allow for truck delivery, of the carriers, before the beginning of lunch hours in the receiving schools.

APPENDIX B

UTICA ALPHA

The following Utica alphabetical order has been agreed upon for the purpose of arranging an employee's seniority according to Article 15.

The first letter "U" establishes a priority on the seniority list where seniority is equal among and between employees. The number one has priority and the corresponding letters and extending numbers have decreasing priority through number 26.

1 - U	10 - C	19 - E
2 - V	11 - W	20 - B
3 - M	12 - D	21 - Y
4 - T	13 - X	22 - Q
5 - F	14 - Z	23 - O
6 - G	15 - R	24 - P
7 - S	16 - K	25 - I
8 - N	17 - J	26 - A
9 - L	18 - H	

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a.			
3.			

