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8/31/2001

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**HARTLAND**

**FOOD SERVICE ASSOCIATION**

**MEA/NEA/MESPA**

**1998 - 2001**

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*Hartland Consolidated Schools*



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**STATEMENT OF COMPLIANCE WITH FEDERAL LAW**

The Hartland Consolidated School District complies with all Federal laws and regulations of the U.S. Department of Education. It is the policy of the Hartland Consolidated School District that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, handicap, or limited English proficiency shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity to which it is responsible or for which it receives financial assistance from the U.S. Department of Education.

Presented and Approved:  
July 5, 1988

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent as defined in Section II of Act 379, Public Acts of 1965, for all school employees in the appropriate bargaining unit, described and defined as: Cafeteria workers (central kitchen crew leader, head cook/baker, satellite crew leader, cook/assistant), excluding therefrom all other employees not mentioned above.
  
- B. During the term of this Agreement, the employer will not contract with any outside source for fee to provide services to perform work normally and usually performed by bargaining unit employees, except as substitute personnel or for temporary projects and/or temporary work overloads.

The employer may use the services of volunteers, student workers, state or federal government project workers, supervisors and/or other employees to perform work normally and usually performed by bargaining unit employees, provided such use does not result in the replacement of any bargaining unit employee, the reduction of any bargaining unit employees' regularly scheduled hours, or the reduction of the normal work force used to accomplish work traditionally assigned to bargaining unit employees in their respective classifications at each building. The parties recognize that modification in the work force not caused, or compensated for, by the utilization of such personnel may occur where there is an operational change which justifies the elimination of positions pursuant to the closing of building, reduction of personnel requirements according to contractual obligation for teacher aides, and/or the consolidation, reduction or elimination of programs or departmental functions. This provision shall not limit the use of such workers during a financial crisis necessitating the reduction of bargaining unit employees, provided that if such workers have been used in the place of bargaining unit employees, the work force on layoff will be promptly restored upon resolution of the financial crisis to positions consistent with the level of program in effect.

The job functions which have been traditionally assigned to bargaining unit employees under this Agreement shall not be transferred to another bargaining unit or work force from any source, paid or unpaid, and the use of workers pursuant to this provision shall not be construed as a transfer of any of those job functions.

## ARTICLE II - DEFINITIONS

- A. Association: Whenever the term "Association" is used it shall mean the Hartland Food Service Association (MEA/NEA) affiliated with the Michigan Educational Support Personnel Association and shall include its designee upon whom the Association has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Board.
  
- B. Association Representative: Whenever the term "Association Representative" is used it shall mean the employee(s) designated by the Association to represent an individual or group of employees. Written notice shall be provided upon request of the Board.

- C. Board: Whenever the term "Board" is used it shall mean the Board of Education of the Hartland Consolidated School District and shall include its designee upon whom the Board has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Association.
- D. Employee: Whenever the term "Employee" is used it is to include any member or members of the bargaining unit.
- E. Employer: Whenever the term "Employer" is used it shall mean the Hartland Board of Education.
- F. Immediate Supervisor: Whenever the term "Immediate Supervisor" is used it shall mean the administrator or supervisor of any work location or functional division or group.
- G. Superintendent: Whenever the term "Superintendent" is used it shall mean the Superintendent of Schools and shall include the designee upon whom the Superintendent has conferred authority to act in the Superintendent's place and stead.

### **ARTICLE III - RIGHTS OF THE BOARD**

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

- A. Hire and contract with such duly qualified employees as may be required;
- B. The general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district;
- C. Establish and carry on such grades, schools, and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools;
- D. To make reasonable rules and regulations relative to anything whatsoever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated School District;

- E. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include without being limited to the establishment of educational policies, the construction, acquisition and maintenance of school buildings and equipment, the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

#### ARTICLE IV - ASSOCIATION AND EMPLOYEE RIGHTS

- A. Insofar as provided by the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee of any rights conferred by the laws of Michigan, Michigan General School Laws and the Constitution of the United States, that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of their membership or their participation in any activities of the Association.
- B. The Association, upon prior notification of at least 24 hours, shall be permitted reasonable use of school building facilities and equipment for Association business at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system. The Association shall pay for damage to equipment beyond normal wear and tear and any materials used. The Association may use the district mail service and mail boxes for its business announcements.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, upon notification to the respective building administrator, provided it does not interfere with the duties of the employee or the administration and operation of the school system.



- D. The Board agrees to furnish to the Association, in response to written requests, all available information concerning the financial resources of the district and other such information as will assist the Association in developing intelligent, accurate, informed and constructive positions on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. There will be no removal of permanent records from school property.
- E. The Board agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, color, religion, national origin, age, sex or marital status in the application of the Agreement.
- F. The Association shall receive a personnel roster of all employees covered under this Agreement stating: Name, place of assignment, date of employment, classification, years of previous credit granted, and salary. A revised personnel roster shall be delivered to the Association in January of each year.
- G. At the request of the employee, a representative of the Association may:
  - 1. Accompany the employee in a review of his/her personnel file;
  - 2. Participate in any investigatory or disciplinary conference with a representative of the employer which may lead to any form of disciplinary action against the employee.
- H. The Association may use up to three (3) days each school year for release, with pay, of employees who are officers or agents of the Association, for the purpose of attending to the business of the Association.

#### **ARTICLE V - ASSOCIATION DUES, FEES AND PAYROLL DEDUCTIONS**

- A. Any bargaining unit member who is not a member of the Association/Union in good standing or who does not make application for membership within 30 days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (Paragraph I below). In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- B. Pursuant to *Chicago Teachers' Union vs. Hudson*, 106 S. Ct. 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.
- D. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees promptly to disburse said sums upon direction of the Association.
- E. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- F. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance for MEFSA's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any plans or programs jointly approved by the Association and Employer, to a maximum of five (5) deductions per pay beyond the standard deductions, provided that once such deduction is authorized, it shall be subject to change only at the beginning of each subsequent semester except those deductions required because of a loan through the credit union shall be accommodated. Only one such deduction shall be used by an employee for a tax sheltered annuity.
- G. Due to certain requirements established in recent court decision, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated 30 days following the Association's notification to non-members of the fee for that given school year.

- H. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:

The damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.

The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

- I. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, not to exceed 20 deductions. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the employee taking paid leave provided for in this Agreement.

#### **ARTICLE VI - QUALIFICATIONS AND CLASSIFICATIONS**

- A. An applicant shall be physically able to perform the duties set forth in the job description.
- B. The applicant shall possess the skills or qualifications necessary to perform the duties required by the position. Tests and requirements for the position shall reasonably reflect the skills and qualifications necessary for the position.
- C. The Board shall notify the Association of any newly created positions and their classifications. If the Association objects within 30 days of filling the position, the matter shall be submitted to negotiations.

- D. Job descriptions for all positions represented by the Association shall minimally include the normal work schedule, pay classification as per this Agreement, work year and specific description of duties.
- E. All medical examinations and/or X-rays requested by the Board shall be at the expense of the Board, with the exception of the State required TB test. An employee will be reimbursed for a medically required TB X-ray test when the cost is not paid through the employee's health insurance. Employees shall be given reasonable release time to obtain a chest X-ray, if a skin test is non-conclusive. In the interest of protecting the children and adults in our community, the Board may request a medical examination of an employee at any time when there is reason to suspect there is a health problem. Payment for release time will be made only if the test cannot be conducted other than during the regular working day.

#### ARTICLE VII - SENIORITY

- A. Employees shall, after fulfilling a probationary period of 60 working days, accumulate seniority in the bargaining unit from the first day the employee assumes the duties of employment.
- B. During the probationary period, probationary employees shall be eligible for "funeral leave" but not for sick leave and holidays. However, once an employee has completed their probationary period, they shall be eligible for payment of sick leave or holidays that occurred during their probationary period on a retroactive basis.
- C. The administration shall maintain a seniority list of all employees in the bargaining unit. The seniority list shall contain a listing of each employee's name, their date of hire, seniority ranking and current classification. Said seniority list shall be presented to the Association during the month of January of each year and corrections will be brought to the attention of the administration within 30 calendar days of receipt of the list by the Association. Ranking of employees hired after July 1, 1981 who assume their duties on the same day shall be done in order of the highest last four digits of the employee's social security numbers. Employees hired prior to July 1, 1981 shall be ranked according to their placement on the published seniority list in effect July 1, 1981. In the event of ties which develop as a result of loss of seniority, ranking shall be determined by giving the highest seniority ranking to the employee who was senior according to the previous seniority list.
- D. Seniority is lost only by the resignation or dismissal of the employee.
- E. Seniority shall accrue based upon years of continuous employment from the employee's last day of hire. Time on leaves of absence or layoff shall not constitute a break of continuous employment. Time on leaves of absence for 90 days or more shall be deducted from seniority. Time spent on a medical-related leave shall accrue seniority. Time on layoff shall not be deducted from seniority.
- F. Should a person voluntarily transfer to another bargaining unit within the Hartland Consolidated Schools without a break in service and subsequently be laid off, they will retain their previously accumulated seniority in the Association and be allowed bumping rights.

## **ARTICLE VIII - ASSIGNMENTS, PROMOTIONS, TRANSFERS AND VACATIONS**

- A. All vacancies shall be posted no less than five (5) working days in a conspicuous place in each school building prior to public posting. Posting will set forth the requirements for the position and will be accompanied by a job description. A copy of summer postings will be sent to the Association President and the MEA Uniserv Office for distribution. The Board may establish temporary positions of 20 workdays or less. At the end of the 20 workdays the position must be either posted or eliminated unless an extension is mutually agreeable to the parties.
- B. Vacancies in the bargaining unit shall be filled on the basis of seniority and qualifications. When there are applicants from within the existing bargaining unit, the position shall be filled by the most senior applicant who either has previously performed satisfactorily in the classification in which the vacancy occurs or can demonstrate the ability to perform the duties of the vacancy, provided there is no other applicant who possesses demonstrably superior qualifications.
- C. An employee may request a transfer to a different position in writing to the supervisor with a copy to the Association. The request shall set forth the position sought and the individual's qualifications.
- D. An employee placed in a new position shall be given a 20-working day trial period to determine their ability to do the work. If during the 20-working day period the employee is unable to do the work or finds themselves unsuited to the work, they shall revert to their previous position. An employee deemed unable to do the work shall be informed in writing of the reasons. During the 20-working day trial period the employee will be paid at the rate they received prior to taking the new position.
- E. Whenever an employee is requested to do temporary duty in a higher classification, for a period of time greater than 30 calendar days, beginning with the 31st day, they are to be reimbursed for sick days, holidays and Act of God days at the hourly rate of pay and scheduled work hours of that higher classification. This is not to be retroactive for the first 30-day period of time.
- F. Temporary work overload transfers shall be for a period of no longer than 30 calendar days, except in the event that the Association and the Board agree to an extension. In the event that it is not mutually agreeable to extend the temporary transfer, the employee shall revert to their former position.
- G. A vacancy shall be defined as a position presently unfilled; a position currently or temporarily filled but which will be open in the future. An existing position in the bargaining unit will be posted as a vacancy when it has been determined with reasonable certainty that the position is unfilled due to resignation, discharge, quit or abandonment and the position will be continued.
- H. A transfer shall be defined as movement from a position in a location to another position and/or location.

- I. Filling a Temporary Vacancy: An employee requested to do temporary duty in a higher classification for more than three (3) working days shall be paid at the hourly rate of that higher classification, retroactive to the first day of that temporary duty. When an employee of higher classification is to be absent for more than three days, an employee of lower classification will be requested, by building seniority, to temporarily fill that position and perform the absent employee's assignment, provided they have the present ability to do the work. Where no employee assigned to the building of the absent employee can do the work or has accrued seniority as a non-probationary employee, an employee of a lower classification at another building will be requested by employee seniority to temporarily fill the position, provided they have the present ability to do the work. Substitutes will be hired to replace the person temporarily working at a higher classification job.

Nothing herein shall prohibit the supervisor from requesting an individual in the same classification within the building to perform these temporary duties, prior to making such a request of a lower classified employee. In such an event, the resulting vacant assignment shall then be filled as per this section.

- J. Involuntary transfers will be made only where another eligible employee does not volunteer to be transferred. This provision shall not apply to disciplinary situations or situations where an employee has not successfully completed a trial period. To the extent possible, the lowest seniority employee in the affected classification shall be transferred.

#### **ARTICLE IX - REDUCTION OF PERSONNEL**

- A. When employees are displaced due to a reduction in personnel or elimination of position, the following procedure will be followed. The employee in the position that has been eliminated will be allowed to bump the low seniority employee in their classification or the low seniority employee in a lower classification. Any employee displaced by being bumped by a higher seniority employee may follow the same bumping procedure as described above. Bumping will be allowed provided those remaining employees have the qualifications and ability to perform the duties required.

When the Employer takes action to reduce the hours of an employee by one or more hours per day, the reduced employee may exercise their seniority to bump the low seniority employee in their classification, first who is working the same number of hours as the reduced employee, or in the alternative the closest number of hours as the reduced employee, provided the reduced employee has the qualifications and ability to perform the duties required.

- B. Persons laid off shall be given no less than 30 days' written notice of layoff.
- C. Employees shall be recalled in order of greatest seniority subject to the provisions set forth in Paragraph A.

- D. An employee shall be notified of recall by registered letter. They shall respond to the notice within one (1) week of the receipt of said notice. Failure to respond and report shall constitute a resignation.
- E. No employee shall be required to accept a position outside of their current classification or of lesser hours than worked when laid off, or for which they are not qualified. No employee shall lose their recall right for refusing a position for previously stated reasons.
- F. All benefits of employment shall continue in effect until such time as an employee on notice of layoff actually misses their first day of work due to being laid off.

### ARTICLE X - WORK SCHEDULE

- A. Hours: The hours worked will depend on the numbers served and the menu for the day. All food service personnel are required to use time clocks for work verification when possible. Hours over what have been assigned must be approved by the supervisor.

All cafeteria employees will be guaranteed a minimum of three (3) hours per day for regular work, or for District in-service for food service staff. Minimum hours for catering assignments shall be two (2) hours.

- B. Employees working more than eight hours on any day, or more than 40 hours per week, will receive time and one-half for additional hours and for Sundays and holidays double time.
- C. Employees working four (4) to six ½ (6 ½) hours per day shall be eligible for one (1) 15 minute paid rest break. Employees working seven (7) or seven and one-half (7 ½) hours per day shall be eligible for a second break of 10-15 minutes depending upon the needs of the department.
- D. The administration shall provide notice to non-school groups permitted use of kitchen facilities that the kitchen facilities must be left in a clean and orderly condition after usage.
- E. To promote the most productive utilization of employees and avoid unnecessary reduction of an employee's hours, upon request the employer shall consult with the Association to explain and discuss food service staffing requirements.
- F. Employees will be scheduled to work for a minimum of three (3) hours sometime during mid-semester break. This time shall be used for cleaning of kitchen equipment or other tasks as directed by the supervisor. Should additional hours beyond the three (3) hour minimum be required, they shall be assigned on the basis of seniority within the individual buildings.

- G. Employee in-service at which the employee's attendance is required, or at which the Employer requests but does not require attendance, will be paid at the employee's regular hourly rate for any such hour of attendance. Voluntary employee attendance at approved county-wide in-service will be paid at the employee's normal daily rate for that day.
- H. Summer work: Food service employees shall, in order to be eligible for summer work, other than catering, sign up on a sign-up sheet to be posted by not later than June 1st of each year. Summer assignments shall be filled in order of seniority by classification from the summer work list on a rotating basis. In the event no employees are available and/or no qualified employees are available to perform the required tasks, the Board may, at its discretion, employ temporary help in order to accomplish the tasks at hand.
- Employees working during the summer shall be paid their regular rate of pay. Summer time is designated as that period between academic work years.
- I. Catering: See Letter of Agreement, dated April 1991. There will be an increase of three percent (3%) in the hourly rate effective 5/15/96.

**ARTICLE XI - COMPENSATION**

A.

Classification	1998-1999 (2.5%)	1999-2000 (2.0%)	2000-2001 (1.5%)
Central Kitchen Crew Leader	\$11.08	\$11.30	\$11.47
Head cook/Head baker	10.90	11.12	11.29
Satellite crew leader	10.63	10.84	11.00
Cook/assistant	10.49	10.70	10.86

**SECOND TIER**

Reduce current rates by 20% for all employees hired after May 15, 1996. The second tier employees shall hook up with the first tier rates at the end of 5 years progressing in equal amounts on an individual employee basis. The employer agrees not to move hours from first tier to second tier for the sole purpose of achieving savings.

Classification	1998-1999	1999-2000	2000-2001
Central Kitchen Crew Leader	\$8.86	\$9.04	\$9.18
Head cook/Head baker	8.72	8.90	9.03
Satellite crew leader	8.50	8.67	8.80
Cook/assistant	8.39	8.56	8.69



- B. Retirement: The employer will contribute the full cost (5%) of retirement premiums in accordance with the Michigan Public School Employees' Retirement Law.
- C. Probationary employees will be paid \$.10 per hour less than the scheduled rate for their classification. After successful completion of their 60 calendar day probationary period, they will be paid at the scheduled rate of pay for their classification.
- D. Employees required to use their personal automobiles to transport food, travel between buildings or perform other tasks for the employer shall be reimbursed for mileage at the established rate for all employees of the district, and the time involved in performing such tasks shall be paid duty time.

## ARTICLE XII - FRINGE BENEFITS

- A. Uniform Allowance: The employer may require each employee to wear a uniform at work, the design, color and material of which shall be specified by the employer. Each employee will be provided with a uniform allowance each school year toward the purchase of uniform/shoe apparel during the school year, in accordance with the following schedule:

Effective September 1, 1994 - One hundred twenty dollars (\$120.00)

The employer may require submission of dated, itemized receipts for reimbursement of uniform costs or direct the employee to purchase uniforms at a designated dealer to whom it has provided a purchase order to be billed to the employer.

- B. Insurance: The Board will, at the election of the regular employee averaging three (3) hours of work per day or more, either provide full payment of premiums for an eight (8) day short-term disability income protection insurance plan with a \$5,000.00 life insurance policy not less than the plan in effect January 1, 1980, or contribute the following amounts toward insurance premiums of approved companies and programs for regular employees:

1991-95

\$17.00 per month for employees averaging 5 hours work per day or more.

\$16.00 per month for employees averaging 4 hours work per day or more.

\$15.00 per month for employees averaging 3 hours work per day or more.

If an employee starts and completes the school year, benefits will be paid for June, July and August.

Employees receiving district-paid disability benefits shall not be able to use paid sick leave to receive in conjunction with the disability benefit more than their regular pay with the school district for the period of disability. Accumulated sick leave may be used on a proportional basis to supplement the disability benefit to receive an amount equal to their regular pay after deductions.

Effective September 1, 1991, for employees working twenty-five (25) or more hours per week, the Board will contribute monthly an amount equal to the MESSA Super Care I single subscriber premium toward health insurance for which the employee is enrolled. The Board contribution toward health insurance premium cost increases shall be limited to not more than the following:

- September 1, 1998 - The prior year's cost to the Board, plus 25%.
- September 1, 1999 - The prior year's cost to the Board, plus 25%.
- September 1, 2000 - The prior year's cost to the Board, plus 25%.

Annuity: An employee eligible for health insurance premium contribution, and who elects not to enroll in health insurance coverage through the Board, shall be eligible to receive a monthly annuity of sixty dollars (\$60.00) in 1998-1999; eighty dollars (\$80.00) in 1999-2000; and ninety dollars (\$90.00) in 2000-2001.

Employees working twenty (20) or more hours per week, but less than 25 hours, shall be eligible to receive a monthly annuity of thirty dollars (\$30.00) in 1998-1999; fifty dollars (\$50.00) in 1999-2000; and sixty dollars (\$60.00) in 2000-2001.

Any tax incidence due to the implementation of this provision shall be the responsibility of the employee, except the employer shall be responsible for its share of FICA.

- C. Physical: When an annual physical is required by the employer; not a pre-employment physical, the employer will pay the difference between what the employee's insurance company pays and the cost of the physical. The physical is to be by an employer-selected physician or the employee's physician, at the employer's option. Employee shall be paid their normal hourly wage for time needed to obtain examination.
- D. Longevity Compensation: Regular employees will be paid an amount in consideration of their longevity with the employer in accordance with the following schedule:

After two (2) consecutive years of employment - 1998-2001  
\$.18  
per hour for all hours compensated during the school year.

After nine (9) consecutive years of employment - 1998-2001  
\$.32  
per hour for all hours compensated during the school year.

To be eligible for longevity compensation, an employee must complete the number of full school years of employment specified above.

Longevity compensation will be paid for all hours compensated during the school year immediately following and paid to the employee at the end of the school year in the employee's last paycheck if the employee completes the school year.

### ARTICLE XIII - LEAVES/ABSENCES

- A. Paid Holidays: Cafeteria workers will receive the normal rate of pay for the following holidays: Labor Day, Thanksgiving, day after Thanksgiving, Christmas, New Year's, Good Friday and Memorial Day.
- B. Act of God Days: On Act of God Days when any or all schools are closed, cafeteria workers in the closed building will receive their normal pay unless it is a work day which is to be rescheduled and worked on another date which is in addition to their originally scheduled work year remaining. If the employee will work such a rescheduled work day, then he/she will not be compensated for the canceled work day, but will be compensated for the rescheduled work day at the time it is worked. If the Employer elects not to make up the day, the employee will receive their normal rate for that day. When the "main roads only" policy is in effect, only those cafeteria workers who report for work will be paid.
- C. At the beginning of each school year, the Board of Education will credit each cafeteria employee with 12 days' leave with pay, to be used for business or illness. Of the 12 days, a maximum of three (3) days may be used for business. No two business days may be taken consecutively, or on a day prior to, or following a vacation period. Business leave is to be used to attend to matters of urgent and crucial nature which require the personal attention of the employee and cannot be reasonably attended to at alternative times which do not interfere with the duties of employment. Effective May 15, 1996, hospital days shall be deleted from the contract and employees that have accrued hospital days shall have those days moved into their sick leave bank. Sick days shall be accumulative from year to year.
- Funeral leave: In the case of death in the immediate family, an additional four (4) days per occurrence will be available with pay to be used for any work days lost in conjunction with attendance of the funeral within the period of four (4) days before and after the day of the funeral. Funeral leave may be delayed if necessary to attend a later memorial service. Definition of "immediate family": Mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household.
- All requests for absences, except sick leave, will be requested in writing in advance. Failure to do so will be treated as time lost and the individual will be docked for the absence.
- D. Jury Duty: Employees called for jury duty shall be paid by the Board, a sum to make up the difference between what they are paid by the court for jury duty and their regular wage for a scheduled work day when they are required, by law, to serve, if the jury duty pay is less than their regular wage.
- E. An employee who is unable to work because of illness or disability including maternity-related disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for up to one (1) year.
- F. An employee shall be granted up to one (1) year maternity leave without pay upon request. Such leave shall be applied for within four (4) months after pregnancy has been determined, if possible. The employee should begin the leave at the discretion of her physician. The Board may request a doctor's statement.

G. An employee absent from work because of injury incurred at the site of employment shall not be charged with loss of personal sick leave for the seven (7) calendar days interim before Workers' Compensation begins. An employee absent due to a condition covered by Workers' Compensation may elect (1) to receive Workers' Compensation benefits only with no charge against sick leave; or, (2) to receive paid sick leave benefits on a prorated basis of the difference between the employee's normal pay and the amount of the Workers' Compensation benefits, for the duration of the Workers' Compensation benefits or the exhaustion of the employee's paid sick leave accumulation, whichever occurs first.

H. Conferences: Any employee attendance directed by the Employer at a conference or training program will be without loss of pay. Employees shall be reimbursed for fees and mileage and the Employer may require that the employees car-pool. In order to expand or improve skills of employees or to train employees to qualify for positions in other classifications, the employer may require the employee to participate in training programs.

An employee request to attend a conference or training program will, if approved, be taken as a personal business day or a day without pay. Such employee(s) may, at the Employer's discretion, be reimbursed for fees and mileage.

I. Unpaid leaves: An employee may request an unpaid leave of absence in writing in advance with the reason for the request. Approval of any unpaid leave shall be at the sole discretion of the Superintendent or the Superintendent's designee.

J. Upon expiration of an unpaid leave of absence of up to 1 year an employee shall be returned to his/her former position. Upon expiration of an unpaid leave of absence in excess of 1 year, an employee shall be returned to his/her former position if held by less senior employee. In the event the former position is held by a more senior employee or if the position as performed previously by the employee no longer exists, the provisions of Article IX will be implemented.

K. Return from leaves: An employee will provide a minimum of five (5) working days notice of intent to return from an absence of sixty (60) calendar days or more.

L. Leave provisions of this agreement shall be consistent with the requirements of the federal Family and Medical Leave Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this agreement.

#### **ARTICLE XIV - PROTECTION OF EMPLOYEES**

A. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the employee of their rights and obligations with respect to such assault and shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities, provided the employee is not in violation of any published Board policy or any published administrative regulations.

- B. If any employee is complained against or sued as a result of any action taken by the employee while in the scope of their employment, the Board shall provide legal counsel and render all necessary assistance to the employee in their defense, provided the employee has not violated any published Board policy or any published administrative regulation.
- C. Time lost by an employee in connection with any job-related incident mentioned in this Article shall not be charged against the employee, provided the time lost is not due to the misconduct or negligence of the employee.
- D. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.

#### **ARTICLE XV - DISCIPLINE OF EMPLOYEES**

- A. An employee, upon request, shall be entitled to have present an Association Representative when the employee is being disciplined or questioned regarding a matter for which there is reason to believe that disciplinary action against the employee being questioned may result for any infraction of rules or delinquency in performance.
- B. Employees shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. This entails implementation of progressive discipline. Any such discipline, reprimand, or reduction in rank or compensation asserted by the Board or representative thereof shall be subject to the grievance procedure. No employee shall be disciplined in the presence of students or other employees. All information forming the basis for disciplinary action shall be made available to the employee and the Association.
- C. The provisions of this Article shall not apply to employees fulfilling the 60-day probationary period.
- D. When the employer becomes aware of an incident or receives a complaint regarding an employee which may result in disciplinary action against the employee, the employee will be notified within five (5) work days of receipt of the information or complaint that the incident or complaint is under investigation.

#### **ARTICLE XVI - GRIEVANCE PROCEDURE**

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.
- B. In the event that an employee believes there is a basis for a grievance, they shall, within five (5) work days of the date of the occurrence or event which gave rise to the grievance, first discuss the alleged grievance with their immediate supervisor either personally or accompanied by an Association Representative.

- C. If as a result of the informal discussion with the immediate supervisor a grievance still exists, the formal grievance procedure may be invoked on the form set forth in annexed Appendix B, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the immediate supervisor within ten (10) working days of the date of the informal meeting. If the grievance involves more than one supervisor or building, it may be filed with the Superintendent.
- D. Within three (3) work days of receipt of the grievance, the immediate supervisor shall meet with the Association's Representatives in an effort to resolve the grievance. The supervisor shall indicate their disposition of the grievance in writing within five (5) work days of such meeting to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted within five (5) work days by the Association to the Assistant Superintendent for Business & Operations. Within five (5) work days the Assistant Superintendent for Business & Operations shall meet with the Association's Representative on the grievance and shall indicate his disposition of the grievance in writing within ten (10) work days of such meeting, to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Assistant Superintendent for Business & Operations, or if no disposition has been made within ten (10) work days of such meeting, the grievance shall be transmitted to the Superintendent within ten (10) work days by filing a written copy thereof. Disposition of the grievance in writing by the Superintendent shall be made no later than ten (10) work days thereafter in writing to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within ten (10) work days of such hearing, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within 30 work days of the Superintendent's disposition or the deadline for the disposition.
- H. The arbitrator shall be selected according to the rules of the American Arbitration Association which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, ignore, modify, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- J. If an individual employee has a grievance which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Association, nor shall any disposition be inconsistent with the terms of this Agreement.

## **ARTICLE XVII - SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the Association President, Grievance Committee or designee and the employer or its designated representative upon the request of either party. Such meetings may be between at least two representatives of the Association and two representatives of management. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is required. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreed times. The members of the Association shall not lose time or pay for time spent in such special conferences.

## **ARTICLE XVIII - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to the Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees covered by this Agreement. New employees shall receive a copy of this Agreement upon employment. The Association shall receive 25 copies of this Agreement for its use.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

## **ARTICLE XIX - CONTINUITY OF OPERATIONS**

The Association agrees that it shall not engage in any strike as defined in the Michigan Public Employment Relations Act for the duration of this Agreement.

**ARTICLE XX - DURATION**

This Agreement shall be effective upon ratification by both parties and shall continue in effect through the 31st day of August, 2001.

**HARTLAND FOOD SERVICE  
ASSOCIATION**

Carol M. Boutell  
President/Negotiator

Marilyn C. Murphy  
Vice-President/Negotiator

Susan See  
Secretary/Negotiator

Christina Balagna  
Treasurer

Jane Miller  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

**HARTLAND BOARD OF EDUCATION**

Joe Hill  
President

Ted Andrews  
Vice-President

Thomas V. Turners  
Secretary

Chela Abank  
Treasurer

Jim LeBlanc  
Trustee

[Signature]  
Trustee

Mark [Signature]  
Trustee



**APPENDIX B**

**HARTLAND FOOD SERVICE ASSOCIATION**  
**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

Date Filed \_\_\_\_\_ Date Received \_\_\_\_\_

Name of Grievant(s) \_\_\_\_\_

**STEP I**

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. Statement of grievance (cite provision(s) violated) \_\_\_\_\_

2. Relief sought \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition of supervisor \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

D. Position of grievant and/or Association \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STEP II**

A. Date received by Asst. Supt. for Bus. & Operations \_\_\_\_\_

B. Disposition of Asst. Supt. for Bus. & Operations \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of grievant and/or Association \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

continued

**GRIEVANCE REPORT FORM** (continued)

**STEP III**

- A. Date received by Superintendent \_\_\_\_\_  
Disposition of Superintendent \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Position of Association \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**STEP IV**

- A. Date submitted to arbitration \_\_\_\_\_  
B. Disposition of arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of arbitrator \_\_\_\_\_ Date of decision \_\_\_\_\_

LETTER OF AGREEMENT

HARTLAND CONSOLIDATED SCHOOLS

and the

HARTLAND FOOD SERVICE ASSOCIATION, MEA/NEA

The Hartland Food Service Association/MEA/NEA and the Hartland Consolidated Schools agree to the following:

1. The agreement will be of a one (1) year duration (1991-92 school year only). If the program is continued beyond the 1991-92 school year, all elements of the 1991-1992 agreement would be subject to negotiations.
2. The catering work will be distributed to bargaining unit members who have signed a special events roster on a rotational basis - tied to seniority. That is, starting with the most senior bargaining unit member, the work opportunities will be offered and each member will be afforded opportunity to accept or reject such work. Upon acceptance or rejection of such work opportunity, the bargaining unit member will move to the bottom of the "work opportunity" list - until all other bargaining unit members have been offered such catering work opportunities.
3. There will be no requirement that the Employer equalize the hours for such work opportunities.
4. The base hourly rate for such work opportunities will be \$7.00. Designated cook wages will be \$9.00.
5. Additional compensation may be available to bargaining unit members electing such work opportunities through a gratuity program that will be calculated as follows:
  - Whenever the specific event which is catered makes a profit in excess of 20% of cost, bargaining unit members who worked that event shall have the base hourly rate improved by 20% - to the maximum hourly rate of \$8.20.
  - The food service supervisor shall record the expenditures and income of each event to determine when the gratuity amount shall be applied to the base hourly rate. Such records shall be available to the HFSA/MEA for review.
6. There will be no overtime work associated with the catering opportunity and there will only be one hourly rate for all catering work.

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

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





