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AGREEMENT

Between

CHARLOTTE PUBLIC SCHOOLS

and

FOOD SERVICE EMPLOYEES ASSOCIATION

1994 - 1996

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**AGREEMENT  
BETWEEN**

THE CHARLOTTE PUBLIC SCHOOLS, HEREINAFTER REFERRED TO AS THE "EMPLOYER", AND THE FOOD SERVICE EMPLOYEES ASSOCIATION, HEREINAFTER REFERRED TO AS THE "EMPLOYEES."

**ARTICLE I  
PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, and understanding between the Employer and Employees covered hereby to insure true bargaining and establish standards of wages, hours, and other conditions of employment.

The term "employee" as used herein shall include all Food Service personnel employed by the Employer, excluding those employees who are supervisory, substitute, or temporary employees.

The Employees shall be represented by a leadership team of three individuals which will include two employees that work thirty (30) hours or more per week and one member who works less than thirty (30) hours per week. These individuals shall be selected in a manner determined by the Employees of the Food Service Employees Association.

Full-time Employees shall be Employees who work thirty (30) hours or more per week and at least thirty (30) weeks per year.

**ARTICLE II  
MANAGEMENT RIGHTS**

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein to the Food Service Employees, are reserved to and remain vested in the Employer, including the right:

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- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation;
- B. To introduce new equipment, methods, machinery or processes, to change or eliminate existing equipment, and to institute technological and to decide on materials, supplies and equipment to be purchased;
- C. To purchase any or all work, processes of services, the construction of new facilities or the improvement of existing facilities;
- D. To determine the number, location, and type of facilities and installations;
- E. To determine the size of the work force and increase or decrease its size;
- F. To hire, assign and lay off employees, to reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in work week or work day;
- G. To direct the work force, assign work, and determine the number of employees assigned to operations;
- H. To establish, change, combine, or discontinue job classifications, and to prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classifications;
- I. To determine lunch, rest periods and cleanup times, starting and quitting time, and the number of hours to be worked;
- J. To establish work schedules;
- K. To adopt, revise and enforce reasonable working rules and general requirements and to carry out cost and general improvement programs;
- L. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work;
- M. Employees shall be evaluated annually in writing by the Food Service Supervisor.

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- N. The Superintendent may request that any Employee have a physical or mental examination where there is reason to believe that the job performance is not satisfactory.

The Board of Education reserves the right to designate the examining doctor, and the cost of the examination shall be paid by the Board of Education.

<b>ARTICLE III GRIEVANCE PROCEDURE</b>
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A. Definitions:

1. A "grievance" is defined as an alleged violation of a specific Article or Section of this Agreement.
2. The term "Employee" may include any individual or group covered by this Agreement.
3. The "grievant" is the person making the claim.
4. The term "working days" when used in this Section shall be defined as any day in which the administrative offices are open.

B. Procedure:

1. Time Limits

- (a) Any grievance not presented for disposition through the grievance procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, shall not be considered a grievance under this Agreement.
- (b) Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that step level, the appealing part may automatically appeal the grievance to the next step level of the grievance procedure.
- (c) The time limits provide in this Article are to be

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strictly observed. Every effort should be made to expedite the process. However, time limits may be shortened, extended, or waived at any step by written mutual agreement.

2. A grievance concerning alleged safety hazards may be processed directly to Step Two of the grievance procedure.

C. Steps:

1. Step One

An employee having a grievance shall present it orally to the Supervisor for a decision.

2. Step Two

(a) In the event the grievance is not settled orally by the Supervisor, the employee shall submit the grievance, in writing, to the Associate Superintendent for Operations within five (5) working days from the date of oral presentation. The grievant and the Supervisor shall sign the grievance letter. The grievance letter must indicate:

- (1) A statement of the grievance and the facts upon which it is based which cites the alleged violation(s) of the Agreement, and

- (2) The remedy or correction requested.

(b) The Associate Superintendent for Operations shall meet with the Supervisor and grievant at a time mutually agreeable to them, but no later than fifteen (15) working days following the date of the receipt of the appeal.

3. Step Three

(a) Should the grievant be dissatisfied with the decision of the Associate Superintendent for Operations, the grievant shall appeal in writing to the Superintendent within five (5) working days of the date of the decision of the Associate Superintendent for Operations was due. The appeal shall state the reason or reasons why the decision of the Associate Superintendent for Operations was not satisfactory.

- (b) The Superintendent shall meet with the Associate Superintendent for Operations, Supervisor, and grievant at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.
- (c) The Superintendent shall then give his decision in writing to the Employee within five (5) working days of meeting.

<p>ARTICLE IV ACT OF GOD DAYS</p>
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- A. Employees shall not be compensated and are not to report to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as; inclement weather, fires, epidemics, mechanical breakdowns or health authorities. These days may be rescheduled at the discretion of the Board of Education to ensure that there are a minimum of one hundred eighty (180) days of actual student instruction. Employees shall work on any rescheduled days at their normal rate of compensation for days the cafeteria is scheduled to operate.
- B. In the event a bargaining unit member receives unemployment and/or underemployment compensation benefits during the school year (associated with his/her regular assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the member works those instructional days at a later time, the member will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the member for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions:

The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had there not been any such instructional days canceled for such reason.

If an employee collects unemployment compensation during the summer and returns to work for the full school year, the employee shall reimburse the Employer such

unemployment compensation received through payroll deduction.

**ARTICLE V  
JURY DUTY**

- A. An Employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Board an amount equal to the difference between the amount of wages the Employee otherwise would have earned by working for the Board on that day, and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which the Employee reports for or performs jury duty and on which the Employee otherwise would have been scheduled to work.
- B. In order to receive payment, an Employee must give the Board prior notice that the Employee has been summoned for jury duty and must furnish satisfactory evidence that the Employee reported for or performed jury duty on the days for which the Employee claims such payment.

**ARTICLE VI  
LEAVES**

All leave requests must be submitted in writing. An employee returning from an approved leave of absence shall be reinstated to her position, if available, or to the next available position comparable to the one vacated by the employee. Seniority and longevity shall not accrue during unpaid leaves of absence.

For purposes of this article, the immediate family shall be defined as the Employee's husband, wife, parents, children, father in law, mother in law; brother, sister, brother in law, sister in law; grandchildren and grandparents.

A. FUNERAL LEAVES

All Employees covered by this Agreement shall be granted four (4) working days off with pay for a death in the Employee's immediate family.



B. PERSONAL BUSINESS DAY

Each full-time Employee shall have two (2) paid personal days each year to be used in that fiscal year. These may be used for personal business which cannot be conducted on other than a work day according to the following provisions:

1. An Employee shall qualify who has one (1) full year of service.
2. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate Supervisor.
3. Personal leave is to be used for sound, pressing, and unavoidable reasons only, and its proper use may be subject to verification at the request of the school administration if warranted by the Employee's previous attendance record, or if there is legitimate cause to suspect that the leave has been used improperly.
4. All employees working less than 30 hours per week are entitled to three (3) paid days scheduled leave, personal business, child care or illness which are prorated.

C. PAID SICK LEAVE

1. Full time employees working 30 hours or more will accrue one (1) sick leave day per month worked, for a total of 10 days per year. Employees hired after the beginning of the school year will be credited with one (1) day per month for the balance of the school year. A maximum of three of the employee's sick leave days may be used for illness in the immediate family.
2. Any of the allowed sick days not used will be credited to the Employee's record and may be accumulated to a total of sixty (60) days.

ACCUMULATED TOTAL = 60 DAYS MAXIMUM

3. Employees unable to perform their duties because of illness should notify their Supervisor before or at the start of the work day.
4. When an employee is absent due to illness, non-duty related disability, or injury, the Employer may request, at its discretion, a physician's statement for

absenteeism and/or return to work.

D. UNPAID SICK LEAVE

An Employee who, because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report for work, shall be granted an unpaid leave for a reasonable period of time not to exceed one (1) year, provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a statement from a medical or osteopathic doctor of the necessity for such and for the continuation of such absence when the same is requested by the Employer. Leaves of absence for periods in excess of one (1) year may be granted in the Employer's discretion.

Unpaid leaves of absence shall be granted for a reasonable period of time not to exceed one (1) year for prolonged, serious illness in the employee's immediate family requiring the Employee's care and attendance. Leaves of absence for periods in excess of one (1) year may be granted in the Employer's discretion.

To the extent required by the Family and Medical Leave Act (P.L. 103-3), an eligible employee shall be granted leave and the other rights specified by the law. When leave is taken by an eligible employee under the Family and Medical Leave Act, the District shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible employee rights and responsibilities shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

E. OTHER LEAVES

Unpaid leaves of absence for reasons other than stated above may be granted at the Employer's discretion.

ARTICLE VII INSURANCE
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The Board of Education for a twelve month period beginning July 1

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during each year of this agreement, shall make full premium contributions, specified below, on behalf of full-time employees working 30 hours or more per week for one of the following option packages selected during the open enrollment period. The selection shall be irrevocable for that school year, unless compelling family change necessitates change.

A. OPTION A

Upon submission of written application, the Board shall make full monthly premium payments for single subscriber coverage for a Blue Cross/Blue Shield Policy (Group 1564-004, operating agreement signed April 24, 1991).

\$10,000 Life Insurance with AD & D.

B. OPTION B

MESSA insurance options of \$20 per month in lieu of the health insurance described above.

C. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the written application.

D. Changes in family status shall be reported by the employee to the personnel office within 30 days of such change.

E. The Board agrees to make the premium contributions specified in this Article for the duration of this Agreement. Disputes over policy coverage between the insurance company and employees or their beneficiaries shall not be subject to the grievance procedure but shall be a matter solely between the employee and the insurance company. Any disputes originating over provisions regarding insurance benefits provided in this contract, however, shall be subject to the grievance procedure.

<p>ARTICLE VIII WORKERS' COMPENSATION</p>
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A. An employee who is absent because of an injury or disease compensable under the Workers' Compensation Act shall make a written election of one (1) of the following options at the time he/she becomes eligible for Workers' Compensation benefits:

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1. The employee may utilize his/her accumulated sick leave for each day absent, up to a maximum of five (5) days, provided that he/she reimburses the District for the amount of Workers' Compensation benefits received for the corresponding pay period. Employees shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
2. The employee may elect to receive workers' compensation benefits only.
3. The employee may elect to receive the difference between his/her regular salary and the amount received as workers' compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the employee's sick leave accumulation. (For example: if workers' compensation pays sixty percent of full pay, sick leave will only pay forty percent and the sick leave accumulation shall be charged .4 of a day for each day so used.) Employees shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

<p>ARTICLE IX HOURS AND WORK LOADS</p>
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- A. Full-time employees should work on a thirty (30) hour per week up to a forty (40) hours per week load as the Supervisor feels the work load is necessary, designated by the Food Service Supervisor and the Associate Superintendent for Operations.
- B. Hours of employment for each individual Employee shall be determined by the Food Service Supervisor and the Associate Superintendent for Operations. Review of an Employee's hours will be granted upon request.
- C. Break Provision: Paid Break time will be provided as follows:  
Less than Four (4) hours = 0 minute break  
Four (4) Six (6) hours = 15 minute break  
More than Six (6) hours = 22 minute break
- D. In the event a substitute employee is needed, the most senior employee will have an opportunity to fill the vacated

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position provided that she is qualified to perform the duties of the vacated position. When the most senior person's position is vacated for more than five (5) working days then the next senior worker will be utilized at that position provided she is qualified to perform the duties of that position.

- E. Food Service Employees shall have first priority in filling vacant breakfast serving positions. Employees will be compensated at the current Class III (Server) rate for actual hours worked.

**ARTICLE X  
OVERTIME**

- A. Any overtime worked in excess of eight (8) hours in one (1) day by regular Employees under the direction of the Supervisor will be paid at the rate of one and one-half (1 1/2) times the hourly rate.
- B. Employees who are called back to work after their shift has ended will be compensated for special events at a rate of time and one-half (1 1/2).
- C. Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work.

**ARTICLE XI  
UNPAID VACATION**

- A. An employee, at the discretion of the Board, may be granted unpaid vacation according to the following schedule upon proper notification to the Food Service Supervisor:
  - 0 - 3 years = 2 days
  - 4 - 6 years = 4 days
  - 7 - 10 years = 10 days
- B. No more than one employee may be on vacation on the same day or days. Request for any unpaid vacation days will be honored on a first come first served basis. Where two or more employees request the same day or days at the same time, seniority will prevail.

**ARTICLE XII  
DISCIPLINE & DISCHARGE**

Dismissal, suspension, and or any other disciplinary action of any non-probationary employee shall be only for just and stated cause with the non-probationary employee having the right to defend herself against any and all charges. Written notification of dismissal, suspension, or any other disciplinary action shall be sent to the employee. The causes which may be deemed sufficient for dismissal, suspension, and or any other disciplinary action, include but are not limited to the following:

- A. Infraction of school rules, such as; intoxication, use of illegal drugs or any abusive job behavior.
- B. Stealing or dishonesty
- C. Falsifying of documents (time cards, etc.)
- D. Failure to report to work for one day without good and sufficient cause and proper notification.
- E. Incompetence
- F. Insubordination
- G. Excessive absence or tardiness
- H. Willful violation of employer rules

**ARTICLE XIII  
SENIORITY**

- A. A newly hired Employee shall have a period of sixty (60) working days of probation. Days of absence during the first sixty (60) work days shall not be counted toward the probationary period. A Probationary employee may be discharged with or without cause or notice and may not grieve the termination.
- B. Seniority shall start upon the first day of hire of a regularly scheduled Employee (including 2.5 hourly employees).

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- C. An up-to-date seniority list shall be kept by the Associate Superintendent for Operations, available to the Employees yearly. If there is no challenge to the seniority list within ten (10) working days of its receipt by the Association, such list shall be considered conclusive.
- D. Employees being laid off first shall be Employees with the least seniority in the classification being reduced. When a reduction of hours is necessary, the Board will notify the Association and consider their input regarding layoff. Layoff shall first be accomplished by reducing the hours of those with the least seniority in the classification being reduced, provided that the remaining employees are qualified to perform the job functions of the laid-off or reduced employee.
- If in the future, a reduction of hours would be necessary, six (6) hour persons may be assigned a combination, split shift to an elementary school to maintain their full-time status. It shall be understood there shall be no travel mileage paid between schools for this assignment.
- E. If an employee should terminate his/her employment, his/her seniority shall terminate the same day.
- F. When a Employee substitutes for a person with a higher classification for one (1) week or more, consecutively, the person doing the substituting shall receive their hourly wage for that classification, including longevity.
- G. A new Employee does not have to be a substitute.
- H. Upon completion of the probationary period, the Employee's seniority date shall be retroactive to date of hire. In the event the Board hires two (2) Employees on the same date, the Employees would then be placed on the seniority list based on their date of hire, and the Employee whose last name begins with the first letter in the alphabet would be determined to be the more senior Employee, and such Employees shall be placed on the seniority list on that basis.

<p>ARTICLE XIV ASSIGNMENT, TRANSFER, PROMOTIONS</p>
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- A. Promotions to a higher classification will be made when compatible with the best interest of the school system. All

promotions, when possible, shall be made from within the group, provided said Employee is fully capable to perform the duties of said position. All job openings shall be posted for five (5) days prior to filling a vacancy. All Employees being considered for promotions shall have a satisfactory work service record and capabilities. Skills, ability, education, prior evaluations, and seniority will be major considerations in all assignments.

- B. Notice of resignation shall be made in writing to the Associate Superintendent for Operations, or the Employee's Supervisor, two (2) weeks prior to the date of resignation.

<p>ARTICLE XV HOLIDAY PAY</p>
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1. Pay for holidays shall be averaged on an hourly position for the previous thirty (30) days before pay is due (reference to six [6] hour person in added assigned hours).

2. Holiday pay for employees who work less than 30 hours per week shall be paid as follows:

Christmas Day  
New Year's Day

3. Holiday pay for employees who work 30 hours or more per week shall be paid as follows:

1 - 3 years of experience = 5 paid holidays

New Year's Day  
Labor Day  
Thanksgiving  
Day After Thanksgiving  
Christmas

4 Full years or more experience = 10 paid holidays

Day Before or After New Year's Day  
New Year's Day  
Memorial Day  
Labor Day  
Thanksgiving  
Day After Thanksgiving



Day Before or After Christmas  
Christmas Day  
Two (2) Christmas Break Days

<b>ARTICLE XVI UNIFORM ALLOWANCE</b>
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- A. A yearly uniform allowance shall be allowed as follows for the purchase of uniforms used in the food service area:
1. \$17.00 per hour allowance per work days: (Example below)

8	Hours x \$17.00	=	\$136.00
6	Hours x \$17.00	=	\$102.00
3	Hours x \$17.00	=	\$ 51.00
  2. Purchase shall be made of uniforms by employee. Receipts for the purchase shall be turned in to the Associate Superintendent for Operations for reimbursement from the Business Office.
  3. Employees terminating or on a leave of absence, shall receive prorated uniform allowance based on all types of leave of absence, 1/9th of the pay for each month or major fraction from the beginning of the school year to the end of the school year. Uniform allowance will be paid on the last pay in May. Clothing receipts must be submitted by April 15.

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<b>ARTICLE XVII</b> <b>WAGE SCALES &amp; CLASSIFICATION</b>
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	<u>1994-1995</u>	<u>1995-1996</u>
	Wages	Wages
<u>CLASS I</u>		
(FOOD PREPARATION WORK LEADER)		
AFTER 20 YEARS	9.21	9.39
AFTER 15 YEARS	9.16	9.34
AFTER 10 YEARS	9.11	9.29
AFTER 5 YEARS	9.06	9.24
5 YEARS OR LESS	9.01	9.19
<u>CLASS II</u>		
(FOOD PREPARATION)		
AFTER 20 YEARS	8.78	8.95
AFTER 15 YEARS	8.73	8.90
AFTER 10 YEARS	8.68	8.85
AFTER 5 YEARS	8.63	8.80
ENTER 5TH YEAR	8.58	8.75
ENTER 2ND-4TH YEARS	8.34	8.51
1 YEAR	8.13	8.29
<u>CLASS III</u>		
(SERVERS AND BOOKKEEPER CASHIER)		
AFTER 5 YEARS	7.99	8.15
ENTER 5TH YEAR	7.93	8.09
ENTER 2ND-4TH YEARS	7.10	7.24
ENTER 1ST YEAR	6.24	6.37
NEW HIRE (PROBATION)	5.52	5.63

\*\*FOR INFORMATION PURPOSES\*\*

Substitutes                      4.65  
 (.40 cents over minimum wage)

**ARTICLE XVIII**  
**ATTENDANCE INCENTIVE**

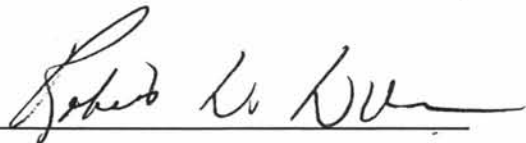
- A. For all employees working 30 hours or more per week, attendance incentive will be paid at \$100 per semester for perfect attendance. Perfect attendance is defined as no loss of time other than funeral leave or personal business days.
  
- B. For all employees working less than 30 hours per week, for perfect attendance the district will pay a two and one-half (2 1/2) day attendance incentive per semester based on the daily scheduled hours of the last pay period of the semester. Perfect attendance is defined as no loss of time other than funeral leave.

ARTICLE XIX  
ACCEPTANCE

The effective date of this agreement is July 1, 1994 to June 30, 1996.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

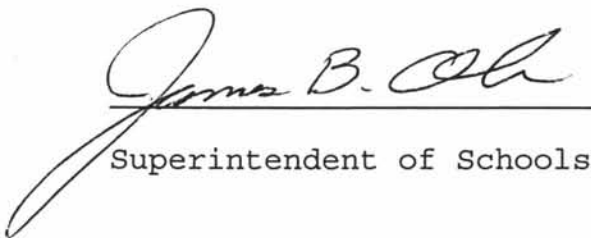
CHARLOTTE BOARD OF EDUCATION



President of Board



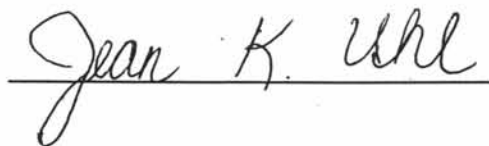
Secretary of Board



Superintendent of Schools

FOOD SERVICE EMPLOYEES







LETTER OF AGREEMENT

Between

CHARLOTTE PUBLIC SCHOOLS

and

FOOD SERVICE EMPLOYEES ASSOCIATION

The undersigned parties agree that Food Service Employees shall be paid one and one half (1 1/2) times their regular hourly rate for work performed for the Annual All School Reunion Banquet. This agreement shall expire on June 30, 1996.

CHARLOTTE BOARD OF EDUCATION

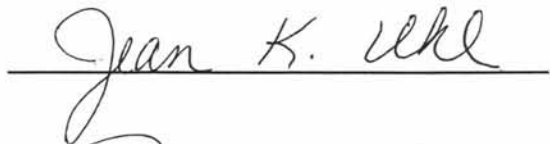
FOOD SERVICE EMPLOYEES



President of Board



Secretary of Board



Superintendent of Schools

June 13, 1994

Date

