6/30/90

Van Lowen Rubbie Salvala

VAN BUREN PUBLIC SCHOOLS FOOD SERVICE ASSOCIATION AGREEMENT

1987-88, 1988-89, and 1989-90

LABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University

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RECOGNITION

- 1. The Board recognizes the Van Buren School Food Service Association as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment for all employees within the department of Food Services; substitute personnel and supervisor are excluded.
- 2. During the term of this contract agreement, the Board agrees that it will not enter into negotiations with any organization other than this employment group, concerning wages, hours of work and other conditions of employment for those persons covered by this agreement.

FOOD SERVICE EMPLOYEE RESPONSIBILITIES

- 1. Each employee (regular or substitute) must have a social security number prior to being employed.
- 2. Each employee will keep the Food Service Office advised of their correct home address and telephone number.
- 3. If you are unable to report to work, please call Mr. David Baronian at (1-476-8055) between 5:00 a.m. and 6:45 a.m.
- 4. When you plan to return to work, please call Mr. Baronian (1-476-8055) between 5:00 a.m. and 6:45 a.m.

FOOD SERVICE WAGE SCHEDULE

1. Regular Rates

	FOOD SERVICE WORKER	1987-88	1988-89	1989-90
	Starting Wage End of first semester's employment End of second semester's employment End of third semester's employment	\$5.30 5.50 5.95 6.50	\$5.60 5.85 6.30 6.90	\$5.95 6.20 6.70 7.30
2.	Cook-Manager	7.45	7.90	8.35
3.	Cook-Secretary and Bookkeeper	7.45	7.90	8.35
4.	Substitute (receives no other benefi	1.00	4.25	4.50
5.	Banquet Rate	8.00	8.50	9.00

6. Food Service Bookkeeper/Secretary shall receive a .55 cent per hour premium under classification #3 above.

High School Cook-Manager shall receive a .35 cent per hour premium and Middle School Cook-Manager shall receive a .20 cent per hour premium under classification #2 above.

Note: Rates for 1987-88 are retroactive to July 1, 1987.

PAID HOLIDAYS

1.	November	.Thanksgiving	days
	December	Christmas and New Years6	days
	January	End of Semester 1	day
	March or April	Easter	days
	May	Memorial Day	day

- All regular employees will be paid for the foregoing holidays when they
 occur during the normal work week, provided the employee works the scheduled full day previous to and following the holiday.
- 3. In 1987-88 only, Christmas and New Years shall be eight (8) days and Easter shall be two (2) days and the end of semester period shall be two (2) days

UNIFORM ALLOWANCE

1. All regular Food Service employees will be provided with a uniform allowance as follows:

1987-88 - \$120.00 1988-89 - \$130.00 1989-90 - \$140.00

- 2. There shall be no uniform allowance for the secretary/bookkeeper.
- 3. The uniform allowance will be payable to regular employees in December of each year. The probationary employees will be payable in February.

TRANSPORTATION

1. Employees shall be reimbursed for mileage when using their own automobile for any school business. Current rate is .17 cents per mile.

CLOSING OF SCHOOLS

Up to a maximum of 2 paid days per year.

1. No Food Service employee shall be charged a loss in wages, personal business, of sick time, due to weather conditions which necessitate the closing of schools. Employees requested to work rescheduled days due to "snow day" closing of schools shall not be paid twice for make up days in excess of two per year. Any employee requested to work or starts working before being notified of a district wide school closing will be awarded compensatory time at a later date with the approval of the supervisor and the Director of Business. However, on days when district schools are open, but an individual work place is closed due to an administrative decision, the affected employee(s) may be transferred to another work place without compensatory time.

JURY DUTY

1. Any employee called for jury duty or to give testimony before any judicial or administrative tribunal may be absent with pay. Such absence shall not be charged to holiday time, sick time, personal business, nor loss of pay, providing that any compensation, excluding mileage received by an employee for proceedings shall be remitted to the Board.

JOB OPENINGS/TRANSFERS/PROMOTIONS

- 1. Any vacant full-time or permanent part-time position within the school district shall be posted in each building for a minimum of seven (7) calendar days from date of issuance and each employee may submit application for said position. Such notices will be mailed to the regular employees who are not on duty during the summer months.
- 2. Transfers in the "Food Service Worker" classification 1 shall be on the basis of seniority only, with a thirty (30) calendar day probationary period. At the end of the probationary period, the employer or the employee may elect to reverse the transfer within a subsequent ten (10) day period.
- 3. In the event of promotions involving classifications 2 and 3, seniority shall be the first consideration, but merit and ability shall also apply in the determination and selection process. All such transfers and promotions which occur shall be subject to a ninety (90) (calendar) day probationary period. During the probationary period the employee may elect, or the supervisor may transfer the employee back to the previously held position without cause for complaint or grievance.
- 4. Job openings can temporarily be filled by appointment by the supervisor until completion of the bidding procedure. In leaves of absence exceeding six (6) months, the position shall be put up for bid.
- 5. The supervisor shall make a sincere effort to start transferred employees at the beginning of the work week where practical and possible.
- 6. The supervisor will always call a substitute as a replacement for an absent person, with the exception of a manager, secretary/bookkeeper position. When substitutes are not available, extra work shall be assigned by building seniority.

LAYOFF/BUMPING/RECALL

- Section 1: Layoff: The word "layoff" means a reduction in the work force. Reasons for a reduction shall be determined by the employer.
- Section 2: Procedure: Except as otherwise stated the following procedure for layoff shall be mandatory. Probationary employees shall be laid off first. Layoff of senior employees shall be on the basis of district-wide seniority by classification with the least senior employee laid off first.

- Section 3: In terms of bumping, there are two classifications: (1) cook-manager and (2) food service worker. In the event a manager's position is eliminated, the displaced employee shall use his/her district wide seniority to bump into a manager's position held by the least senior person. The bumped manager shall then be permitted to bid through open bid with all other food service workers on a seniority basis for all available food service positions. Open bidding shall be permitted once each year at the beginning of the school year.
- Section 4: If a cook-manager wants to return to the food service worker's classification, he/she shall submit a written request to the food service supervisor. The supervisor shall exercise his discretion in making the transfer.
- Section 5: Recall: When the work force is increased after a layoff, employees shall be recalled according to seniority. In other words, the last one laid off shall be the first one called back. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report to work by the third work day, he/she shall be considered as having quit. The district shall no longer be obligated to recall a laid off employee once an employee has refused to accept a position offered under recall or the right to recall has expired. The recall period shall be limited to the amount of seniority earned as of the time of layoff.

DISCIPLINE AND DISCHARGE

- A. Disciplinary action by the Board may involve:(1) oral reprimand, (2) written reprimand, (3) suspension without pay, (4) discharge, or other actions which may be deemed appropriate. Though the appropriate first step of a disciplinary process may depend upon the nature of the disciplinary incident, the rights of the employee will be respected.
- B. No food service employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action, with the exception of oral reprimand, will be made available to the food service employee and the union in writing.
- C. The food service employee shall be entitled to have present a representative of the union during any meeting involving disciplinary action. When a request for such representation is made, no disciplinary action shall be taken with respect to the food service employee until such a representative of the union is present.
- D. Should the discharged or disciplined employee, or the union, consider the discharge or discipline to be improper, the matter shall be considered under grievance procedure.

FILES AND RECORDS

- A. A food service employee will have the right to review the contents of his/her personnel file.
- B. The food service employee will be provided a copy of all materials placed in his/her personnel file which may be grounds for discipline or adversely affect his/her performance evaluation. The food service employee may submit a written notation regarding any material, including complaints, and shall be attached to the file copy of the material in question.

GRIEVANCE PROCEDURE

Section 1: Aggrieved

Any employee considering to be aggrieved by a violation of this contract shall within thirty (30) calendar days of the occurrence of the event giving rise to the grievance, file a written grievance with the designated representative of the employee group.

Procedure:

- A. Step 1: The representative and grievant shall discuss and attempt to resolve the grievance with the Supervisor of Food Services.
- B. Step 2: If a satisfactory resolution of the grievance is not reached at Step 1 the employee's grievance shall be referred to and discussed with the Director of Business.
- C. Step 3: If the grievance remains unresolved, the representative and grievant shall meet with the Superintendent of Schools.
- D. Step 4: A grievance not satisfactorily resolved at the conclusion of Step 3 shall be carried to the Board for final resolution.
 - Note 1. The grievant and one union representative shall be required at each step.
 - 2. The Supervisor of Food Services and the employee have the right to have a grievance committee member or members present when an employee is being reprimanded verbally or in writing for his/her work performance.

INSURANCE

Section 1. The Employer shall provide Blue Cross/Blue Shield MVF-2, Master Medical Option 4, VAE/VST Rider, \$2.00 Co-Pay Prescription Drug Rider, or MESSA SUPER MED-11, with Blue Cross/Blue Shield Underwriter and MESSA Care Rider, health insurance.

<u>Section 2.</u> Employees may use payroll deductions to participate in programs as may from time to time be approved for payroll deductions by the Employer.

Section 3. The Employer shall provide each full-time employee with \$25,000 term life insurance and \$25,000 accidental death and dismemberment insurance fully paid by the Employer. Each full-time employee shall have the privilege of purchasing an additional (optional) \$10,000 term life insurance on the payroll deduction plan. All non-MESSA employees shall be entitled to receive an additional \$5,000 in term life insurance.

Section 4. The Employer shall provide on an option basis an accident and sickness benefit policy which will pay up to a maximum of \$150.00 per week to each regular full-time employee who pays 40% of the annual premium. Failure on the part of an employee to pay his/her portion of the premium will render that employee ineligible for coverage under such policy. The insurance carrier is to be selected by the Employer. The terms and conditions of the insurance policy shall govern all conditions of eligibility for benefits.

<u>Section 5.</u> The Employer shall pay the premiums to provide the dental expense benefits referenced in Appendix A for each employee and his/her eligible dependents who do not otherwise have such coverage through their spouse. Covered expenses and the maximum benefits for each covered member referenced below:

Class I 80% to a maximum benefit of \$1,000 Class II 80% to a maximum benefit of \$1,000

Class III 80% to a lifetime maximum benefit of \$800

The Employer shall provide internal and external coordination of benefits. The insurance carrier shall be selected by the Employer. The terms, conditions, exclusions and limitations specified in the Employer's insurance policy shall govern eligibility for benefits.

Section 6. The Employer shall provide all regular full-time employees and their eligible dependents with optical care (vision) benefits presently referenced as F16326 in its agreement with the Washington National Insurance Company. The insurance carrier shall be selected by the Employer.

A. Premiums shall be paid to the carrier by the Employer on a 75% Employer paid and 25% Employee paid Co-pay Plan. This insurance program shall not start any sooner than July 1, 1988. Terms and conditions of the insurance policy shall govern all conditions of eligibility for benefits.

Section 7. Regular full-time employees in the bargaining unit who voluntarily elect not to participate in or to discontinue Employer paid health insurance, may elect to have the Employer contribute \$750.00 to a sheltered annuity program (TSA) or, in the alternative, receive a direct payment in the same amount. Employees desiring the TSA shall state their election in writing to the Employer on enrollment forms provided by the Employer during the month of June for the following school year. Cancellation of the TSA program by an enrollee shall only be permitted in the case of an involuntary loss of spouse-provided health insurance. In the event of cancellation, the enrollee shall refund the Employer for one-half (1/2) of all the employer paid contributions for that fiscal year.

An employee who elects the TSA option shall designate one carrier of their choice from among the carriers listed with the Employer.

The Employer's contribution to the TSA or direct payment to the employee shall be made twice each year, with one-half (1/2) of the amount paid in December and one-half (1/2) of the amount paid in June.

Employees who terminate employment prior to the end of the school year, shall be entitled to a prorated contribution to the TSA or payment based on the number of days worked out of the total work days in the employee's standard work year.

Section 8 All employees shall, as a minimum requirement, be employed as a five (5) hour per day employee and be considered a regular employee to be eligible for any of the insurance programs listed above.

RETIREMENT

- 1. Retirement of all employees shall be governed by the Michigan Public Schools Employees Retirement System.
- 2. Food Service employees retiring under the Michigan School Employees
 Retirement System and having (15) fifteen service years of in-district
 service, shall receive a one time retirement grant. The retiree shall be
 paid (10) ten dollars per day for unused accumulated sick days to a maximum of
 \$550.00.

SICK LEAVE

Regular employees will be allowed one (1) day a month, ten (10) days a year with unlimited accumulation. These days may be used as follows:

- 1. All sick leave days may be used for personal illness or quarantine.
- 2. There shall be an annual allotment of two days with pay, not to be charged against sick leave, for the transaction of personal business. Employee must notify Supervisor of Food Services at least 24 hours prior, before a personal day can be used and it must be approved by the Supervisor.

- 3. All personal business days for which an employee is eligible during the year, but does not use, shall be added to the sick leave days which have been accumulated on July 1 each year.
- 4. A maximum of five (5) days sick leave will be allowed in the case of each illness of a member of immediate family. In this instance, immediate family shall be defined as spouse, children or parents.
- 5. In case of death in the immediate family a maximum of three (3) days leave will be allowed if the funeral is within 100 miles of Belleville. A maximum of five (5) days will be allowed if it is necessary to travel more than 100 miles from Belleville. In this instance, immediate family shall be defined as spouse, children, parents, parents-in-law, brother, sister, brother-in-law or sister-in-law and grandparents. The above time is not deducted from sick time or personal business days for a maximum of five (5) days. The above limitations do not apply in case of death of spouse, or children of employee.
- 6. A maximum of (1) one day sick leave will be allowed to attend the funeral of other relatives or close friends not mentioned in the preceding paragraph, but deducted from sick time or personal business days.
- 7. After five (5) consecutive days off due to illness, the employee will provide the Supervisor of Food Services with a doctor's statement prior to returning to work. Failure to do so will result in payroll deduction for the days which the employee did not work.

LEAVE OF ABSENCE-PERSONAL ILLNESS

Section 1:

The Board will grant a leave of absence to an employee who is unable to perform his/her regular duties for an extended period of time because of personal illness, provided written certification of illness is received from a physician. Approved leave time shall not begin until all earned leave time (sick-vacation-business days) is used. Such leave of absence shall be without salary, increment, sick leave, vacation time and all other benefits with the following exceptions. The employer agrees to continued health insurance coverage for those eligible for a period not to exceed one (1) year provided the employee is the sole insurance holder in his/her family. Said leave of absence shall be for a maximum of one year, unless extended by the Board of Education. The employee shall be allowed to return to his/her same position within a period of 12 months. After 12 months, the employee must return to the first available opening at his/her grade level or shall forfeit their position and shall be considered terminated. The employee may have the option to accept a lower pay level position.

Section 2:

In the event the employee is found to be working for pay while on sick leave of absence, they shall be considered to have resigned from the school district employment.

Section 3:

At the end of each leave, the employee shall also be required to furnish a written statement from his/her physician stating the employee is permitted to return to work.

Section 4:

In the event the employer questions the physician's certification when the request is made to take the leave or return from the leave, the employer may, at its own expense, require the employee to be examined by a physician of its own choice.

Section 5:

In the event of a three (3) month or more leave of absence, the vacant position shall be put up for bid. Any subsequent vacancies due to this leave of absence shall be assigned or filled by a substitute. Substitutes will be used for leaves of absence of less than a three (3) month duration. Persons not eligible for fringe benefits shall not become eligible while filling a temporary position due to a leave of absence.

Section 6:

All requests for leave of absence as well as requests to return from leave shall be in advance and in writing to the Supervisor of Food Services.

WORK BREAKS

Hours Worked	
1 to 3 1/2 hours	No break for coffee or lunch
3 1/2 to 5 hours	One 10-minute break
5 1/4 to 6 1/2 hours	One 20-minute break or two 10-minute breaks
6 3/4 to 8 hours	One 20-minute lunch break and one 10-minute coffee break

No one is allowed to eat unless they work at least 3 1/2 hours.

RE: EMPLOYEES

When a new employee is called to work in the Van Buren Food Service Department, the following rules will apply:

- 1. White, preferably, or other colored uniforms, neat and clean.
- 2. Clean, comfortable uniform-type shoes, preferably white.

- 3. Hair, neat and clean and up on head. No jewelry except a wedding ring and no nail polish.
- 4. Must have a TB test every three years.
- 5. New food service employees will be placed on a probationary period for one semester to be evaluated by the Food Service Supervisor for the following qualifications:
 - a. physical ability to do the work
 - b. ability to co-operate on quantity food production
 - c. ability to adjust to social relationships with other persons in the kitchen
 - d. personal grooming
 - e. LOYALTY to the Board of Education and fellow workers

ON THE JOB POLICIES

Keeping the kitchen neat and clean is the responsibility of all Food Service personnel. The work of each employee is not finished until all work in the kitchen has been completed and the kitchen put in order for the next day, regardless of the department in which you work.

Being prompt is essential for the operation of the school lunch program, and if you find it necessary to be late, please call the Food Service Office - 697-0011.

Telephones are for business purposes; please do not use the phones for personal use unless extremely important.

Tasting food by those who prepare it is very necessary for a flavorful product, but sampling throughout the day is unnecessary and you are asked to refrain from this practice. In tasting food during its preparation, the food shall be placed in a small dish or spoon and tasted. Under no circumstances shall a cooking spoon used for tasting be put back in the prepared food.

Food is not to be saved from the serving line for employees.

Food is not to be carried out of the building daily. On Fridays, or at the beginning of a vacation period, food which would not keep well may be carried out.

Please keep the dressing rooms neat and clean. All pocketbooks are to be kept in a locker for which you are to furnish a lock.

Kitchens are subject to periodic inspections by the Wayne County Board of Health. It is our desire to comply with all rules and regulations.

SAFETY

- 1. Remove all spilled food from the floor immediately.
- 2. Never drop knives or any objects with a sharp edge, into a dish sink because of the danger of cutting hands or fingers.
- 3. If a knife falls, do not try to catch it. The floor can take it better than a hand or foot.
- 4. Never use a knife to open cans or bottles.
- 5. Lift objects properly, with legs taking the strain, rather than the back.
- 6. Use carts whenever necessary to transport heavy pans.
- 7. Always use a stepladder and not a chair when reaching objects on high shelves.
- 8. Turn all handles of pans away from the edge of the stove.
- 9. Do not fill containers so that contents can cook or boil over the sides of the pan.
- 10. Never leave utensils on the floor where someone may fall over them.
- 11. Be sure all moving parts of the mixers, choppers, slicers, etc. are completely stopped before getting hands or scrapers in bowl.
- 12. Take special care to avoid striking hands, knuckles, or arms against oven doors, fixtures, doorways, etc.
- 13. Wear safe shoes with full protection of the heel and toes. Toe-less shoes, sandals, or those with canvas tops give no protection to your foot and have no place in the school lunch kitchen.

CARE AND GROOMING

- 1. All employees must wear hair up on head at all times while preparing or serving foods.
- 2. Hands and nails should be clean. Hands should be washed before working with food, coming from the restroom and before serving the line.
- 3. Hands should be kept away from the nose, mouth, ears, eyes and hair while working. If we forget and touch these areas the hands should be washed before resuming our work.
- 4. Coughs and sneezes should be covered and hands washed if spray has contacted them.
- 5. If you have a cold or sore throat, you should not engage in the preparation of food.

GENERAL EMPLOYEE RESPONSIBILITIES

- 1. To be a good school lunch employee you should:
- a. Be loyal to your co-workers and other school officials.
- b. Be responsible for treating your co-workers as you wish to be treated.
- c. Have a general knowledge of the basic principles by which the school lunch program is operated.
- d. Have the desire to assume the necessary responsibility for the job.
- e. Have the ability to accept and follow directions.
- f. Learn the use and care for all kitchen equipment.
- g. Have the physical stamina to carry on normal amounts of work,
- h. Be conservative in the use of food and other supplies.

FOOD SERVICE MANAGER RESPONSIBILITIES

- 1. Works under general supervision of Food Service Supervisor.
- 2. Is responsible for the food preparation.
 - a. Handles and prepares food in accordance with health and safety regulations.
 - b. Is responsible for the standard of food prepared in the department. Food is to be flavorful, attractive, palatable and served at proper temperatures.
- 3. Supervises and instructs all helpers and student helpers in correct serving amounts.
- 4. Makes written requests for all food and equipment.
- 5. Is responsible for an accurate quarterly inventory.
- 6. Is responsible for maintaining area and equipment in sanitary condition.
- 7. Is responsible for all instruction for new personnel.
- 8. Is responsible for daily records.
 - a. Is responsible for all monies collected (elementary and middle schools).
- 9. Is required to attend monthly manager meetings.

FOOD SERVICE WORKERS RESPONSIBILITIES

- 1. Performs any special duties for the day.
- 2. Assists the managers wherever needed.
- 3. Handles food in accordance with sanitary regulations.
- 4. Demonstrates ability to follow oral and written directions.
- 5. Assists in maintaining cleanliness in kitchen area.
- 6. Demonstrates a knowledge of required food amount and ability and knowledge of daily recordkeeping in case of absence of manager.

FOOD SERVICE BOOKKEEPER RESPONSIBILITIES

- 1. Is responsible for an accurate daily count of number of lunches served, number of free and reduced lunches served, number of ala-carte lunches served in each of the nine schools.
- 2. Is responsible for keeping an accurate record of daily income according to the above categories for each school.
- 3. Is responsible for keeping an accurate record of all income from miscellaneous sources.
- 4. Is responsible for making a monthly statement for each school, to be used in monthly and quarterly reports.
- 5. Assists the supervisor in whatever duties requested.
- 6. Keeps computerized inventory

FOOD SERVICE SECRETARY RESPONSIBILITIES

- 1. Is responsible for keeping accurate alphabetical list of free and reduced lunch applications for each school. Notifies each school by phone and follows up with typewritten copies of all free and reduced applicants. Types a monthly report.
- 2. Files all daily and weekly delivery tickets and sets up all invoices to be paid monthly.
- 3. Keeps an accurate record of all ala-carte items purchased for all schools, to be used in quarterly reports.
- 4. Prices out all ala-carte items for middle schools and high school, to be used in quarterly reports.
- 5. Keeps an accurate card index of all food stuffs and supply items, recording brand, packaging, company, price, date purchased and amount purchased.
- 6. Takes a warehouse inventory each quarter.
- 7. Prices out all quarterly, regular and government inventories for all schools.

FOOD SERVICE SECRETARY RESPONSIBILITIES, Cont.

- 8. Compiles all subject matter to be used in monthly and quarterly reports.
- 9. Types all monthly and quarterly reports.
- 10. Keeps payroll record for all employees and makes a weekly payroll report to payroll department.
- 11. Keeps a record of all personal business and sick days for all employees.
- 12. Calls substitute workers and handles general office management in absence of Supervisor.
- 13. Handles all correspondence as directed by Supervisor.
- 14. Travels to Administration Building almost daily to make copies, send all correspondence, balance all accounts, etc.
- 15. Assists the Supervisor in whatever work duties requested.

SCHOOL DISTRICT'S RIGHTS

SECTION 1:

- A. The Board of Education of the School District retains the sole right to manage and conduct its operations and to comply with its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes a violation of any express term of this agreement.
- B. Without limiting to any extent the generality of the foregoing, solely, for purposes of illustration, the Board of Education shall have the right to decide the number and location of schools and other facilities, schedule of classes, services and program to be offered, selection of machinery and equipment, and amount of supervision necessary.
- C. It is further recognized that the responsibility for the selection and direction of the working forces, including the" right to hire, suspend or discharge for proper cause, promote or transfer; to determine the hours of work and the amount of overtime to be worked; to relieve employees from duty because of lack of work, financial constraints or for other legitimate reasons, is vested exclusively in the Board of Education subject to seniority rules, grievance procedure and other provisions of this agreement as herein set forth.
- D. The Board of Education shall also have the right to make at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith.

SECTION 2: NO STRIKE PROVISION

No employees shall either directly or indirectly take part in or attempt to cause any strike of any sort whatsoever, either complete or partial against the Board of Education; furthermore, they shall not engage directly or indirectly in any stoppage of work. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employee grievances.

SECTION 3

The union agrees that neither it nor any of its representatives or members shall either directly or indirectly authorize, or assist, permit, encourage, condone, defend, or in any way participate in or lend support to any of the conduct which is prohibited in Section 2; and the union further agrees that it will use its best efforts to prevent any such prohibited conduct.

SECTION 4

The Board agrees that it will not lock out any food service employee during the term of this agreement or during any period during which a successor agreement is being negotiated by the parties. If there is a strike by a primary unit within the district and union employees are laid-off, it shall not be construed to be a lockout. A union employee may not be ordered to cross a picket line if such action could adversely affect his/her personal safety.

ACKNOWLEDGEMENT

This Agreement is made this 11th day of January, 1988, by and between the Board of Education of the Van Buren Public Schools and the Van Buren School Food Service Association, to become effective July 1, 1987, and to remain in effect until June 30, 1990.

In witness thereof the parties hereto have executed this Agreement by their duly authorized representatives on this day and year as written above.

VAN BUREN SCHOOL FOOD SERVICE ASSOCIATION

BOARD OF EDUCATION
VAN BUREN PUBLIC DISTRICT

Dregident

Mary E. Duff

Secretary f

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Secretary

March 12, 1985

LETTER OF UNDERSTANDING

- Section 1: It is hereby agreed by both parties (Van Buren Board of Education and the Van Buren Food Service Association), that bargaining unit members with the same beginning seniority date shall use the following procedure to determine a differentiated seniority date. The order of greatest seniority date shall begin with the person having the lowest numerical number in the last four (4) digits of their social security number and shall progress downward to the person with the least seniority having the highest four (4) digit number.
- Section 2: The above procedure shall also apply for new hires employed on the same date in the future.

