

**LAKESHORE PUBLIC SCHOOLS  
SCHOOL LUNCH PERSONNEL WORKING AGREEMENT  
2005-2008**

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The Board of Education will operate a school lunch program under rules and regulations established by the Michigan Department of Education. All school lunch operations will meet the requirements of the "Type A" program or other standards as established by the Board.

### I. RECOGNITION

The Board of Education hereby recognizes the Lakeshore School Lunch Personnel Organization as the exclusive bargaining agent for all regularly scheduled, hourly classified school lunch personnel employed by the Lakeshore Public Schools, excluding all substitutes, salaried and supervisory personnel.

- A. The term "Board" shall apply to the Board of Education or its designated agents.
- B. The term employee shall refer to the employees of the above defined school lunch personnel.

### II. GENERAL REQUIREMENTS FOR EMPLOYMENT

- A. All new employees must submit evidence of a recent medical examination indicating that there are no physical conditions that limit or prevent the performance of job responsibilities.

The Board reserves the right to require a physical examination of all employees. Such required physical examination shall be performed by a physician designated by the Board at the expense of the Board.

- B. Each employee must possess skills needed for successful performance of the job and for the furtherance of the total school lunch program.

### III. JOB CLASSIFICATIONS

- A. **HEAD COOK** – Responsible for the operation of a kitchen and scheduling of work for all cooks assigned to that kitchen. Reports to the Food Service Supervisor on all procedures and requirements of the program. Carries out the overall procedures as outlined by the Food Service Supervisor. R: 6/87
- B. **COOK** – Reports to the Head Cook and carries out duties as outlined by the Head Cook or Food Service Supervisor. R: 6/87
  - 1. Full time cooks are all food service personnel who work six (6) hours per day or more on a regular basis. R: 6/87
  - 2. Part time assignment cooks are all food service personnel who work less than six (6) hours per day on a regular basis. R: 6/87

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**IV. LENGTH OF WORK DAY**

- A. Head Cooks and full time cooks are scheduled for a six (6) hour day. This includes two fifteen (15) minute breaks. The starting and ending times of each day may be adjusted to coincide with the timing of food preparation or to meet serving schedules. R: 6/87
- B. Food service personnel who are scheduled to work six (6) hours a day will have two- (2) fifteen- (15) minute breaks. Personnel who are scheduled to work four (4) hours or more but less than six (6) hours will have one fifteen (15) minute break. Employees who are scheduled to work less than four (4) hours will have no break.

**V. CALENDAR**

- A. Each school lunch employee will be furnished a calendar on which will be shown days to be worked and paydays. Employees will be notified in advance of any changes in this calendar. R: 6/81
- B. On days that schools are closed due to inclement weather or other unforeseen circumstances, employees will not be required to report to work. Employees will be paid for a maximum of two (2) such days. R: 6/78, 6/81, 8/82, 6/86, 6/87

**VI. WAGES**

- A. Each employee shall be paid according to the salary schedule in Appendix A. All advancement on this schedule is subject to satisfactory performance on the job. Advancement to the next experience level shall be made on the calendar anniversary date of the employee. R: 5/80, 6/81
- B. Each employee is required to prepare (on forms provided) and submit to the Food Service Supervisor, a signed record of all hours worked each week. Forms must be signed by the Supervisor and transmitted to the Business Office.
- C. Time and one half shall be paid for any time worked in excess of eight (8) hours per normal workday and for all hours on Saturday or Sunday. All overtime must be approved by the Food Service Supervisor. An evening premium of \$. 75 per hour will be paid for hours worked after 6:00 p.m. for which the normal overtime rate does not apply. R: 6/87, 6/02
- D. A cook, who at the direction of the Food Service Supervisor temporarily assumes head cook responsibilities for more than ten (10) consecutive work days, will receive the beginning wage for a head cook at that building. This pay rate will begin on the 11<sup>th</sup> consecutive day and continue for the duration of the temporary assignment.  
N: 6/99

**VII. PAID HOLIDAYS**

- A. Each employee shall receive the following paid holidays:

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Labor Day, Thanksgiving Day, the Day following Thanksgiving, New Years Day, Great Americans Day, Memorial Day. R: 6/02, 8/05

VIII. PAID LEAVES OF ABSENCE: PERSONAL ILLNESS, FAMILY ILLNESS, FUNERAL

- A. Each food service employee shall earn one (1) day personal illness leave per month employed for a total of ten (10) days personal illness leave earned per year. Personal illness leave may accumulate up to ninety (90) days. Each employee shall be granted and accumulate "days". The term day shall include the number of hours scheduled at the time of absence. R: 6/02, 8/05
- B. Food service employees shall be allowed up to five (5) days per year total (deducted from personal illness leave) for illness in the immediate family. For purposes of this section family illness shall be as defined in paragraph C below "immediate family". Such leave shall count as part of any leave the employee may be entitled to for such purposes under the Family and Medical Leave Act (FMLA). R: 6/89, 6/91, 6/02, 8/05
- C. Absence with pay (deducted from ~~sick~~ personal illness leave) of not more than three (3) days shall be allowed in the event of a death in the immediate family. Immediate family shall include: employee's spouse, son or daughter, grandchild, mother or father, brother or sister, parent-in-law. More days may be allowed upon application to the Chief Financial Officer or Assistant Superintendent. Approved additional days will be deducted from personal illness leave or granted without pay. R: 6/78, 6/81, 6/85, 6/91, 8/05
- D. Absence to attend services in the event of a death of a relative other than those defined above shall not exceed one (1) full day's pay (deducted from personal illness leave) during a given employment year. R: 6/81, 6/91, 8/05
- E. An employee may be excused from work for jury duty. The Board of Education will pay the difference between the employee's regular salary and that received as pay for jury duty. If the employee is excused early from duty at court, they will be expected to return to school and finish the day.
- F. Worker's compensation benefits, if received, will be integrated as part of the daily salary with loss of one-half (1/2) day of personal illness leave for each day that worker's compensation is received. R: 8/05

IX. OTHER PAID OR UNPAID LEAVES OF ABSENCE:

- A. An employee may request and receive personal leave up to ten (10) days per school year during the calendar work year except that said leave must have prior approval of the Supervisor. These ten (10) personal days may be a combination of unpaid and/or paid days. However, no more than two (2) of the days may be paid days as listed in paragraph B below. The Supervisor will not approve more than two (2) such requests for the same day unless an emergency situation exists. In addition to the above days, an employee may request and receive family or personal

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illness leave up to twenty-three (23) days leave per school year (without pay). This leave is for family and personal illness only. Immediate family is defined in VIII. C. D above. An employee may use unpaid leave under this section prior to/or in lieu of paid leave under paragraph B below. N: 8/82, R: 6/88, 6/93, 6/02, 8/05

- B. Of the ten (10) personal leave days listed in paragraph A above no more than two (2) days per year may be paid days for urgent personal business (deducted from sick personal illness leave as per section VIII above). If an employee requests to use all 10 personal leave days as unpaid days and if the employee has already used a personal day or days, the employee shall pay back to the district all previously paid personal days, including wages and related benefits, and may be able to take up to 10 unpaid personal days, subject to Supervisory approval. N: 8/05
- C. Paid personal days shall not accumulate from year to year and shall be subject to the following conditions. R: 6/85, 8/05
  - 1. The employee must apply on the form provided at least five (5) days in advance except in an emergency. The application must state the reason for the absence.
  - 2. The day must be used for personal business which cannot be conducted outside the school day or vacation periods.
  - 3. The day shall not be granted the day scheduled before or following a holiday or vacation period or during the first or the last five (5) days of the work year.
  - 4. The day shall not be granted in conjunction with per diem leave, for recreational activities, conventions or seeking or engaging in other employment.
- D. When an employee has exhausted all other leave benefits for personal illness, he/she shall be placed on an unpaid medical leave of absence for up to the balance of the current school year. Benefits and seniority do not accrue during such leave. Extensions of medical leaves of absence may be granted for one additional year. In the case of a work related injury, compensable under worker's compensation, the employee may return to work during the current school year, upon proper notice to the Supervisor and unrestricted, medical release from a physician

**X. ASSIGNMENT AND TRANSFER**

- A. Employees are subject to assignment to specific buildings by the Supervisor. The Supervisor shall attempt to make assignments which are agreeable to the employee.
- B. When the need arises to fill a vacancy, notice of such vacancy shall be posted in each kitchen for at least five (5) calendar days. All regular Food Service employees who apply shall be interviewed and considered before any non-Food Service applicant. If an employee is granted a transfer or promotion, the resulting vacancy shall be posted for two (2) calendar days. Any further vacancies resulting from the original posting shall be filled at the discretion of the Food Service Supervisor.

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**XI. RETIREMENT AND SEVERANCE**

Food Service employees with a minimum of ten (10) years of consecutive, regularly scheduled service with the Lakeshore Public Schools, shall receive seventy-five dollars (\$75) per year severance pay to a maximum amount eighteen hundred seventy five dollars (\$1875) upon retirement or other voluntary termination of employment. N: 6/86 R: 6/89,6/99

**XII. BENEFITS**

- A. All regularly scheduled food service employees, shall receive \$10,000 face value term life insurance through a carrier to be determined by the Board. N: 6/89, 6/91
- B. An employee may, through payroll deduction, purchase insurance if the carrier agrees and such action does not affect Lakeshore Public Schools' individual group rate for other employees. N:6/02
- C. The employer shall provide a Section 125 flexible spending account for all employees for dependent care expenses and medical expenses. An employee may choose to allocate up to \$2000 per year of his/her compensation to the Section 125 account.

The three accounts are:

- 1. Dependent Care Assistance Flexible Spending Account (for care of a dependent child under the age of 13 or other eligible dependent.)
- 2. Health Care Flexible Spending Account (for expenses medical, dental or vision that are not covered by insurance, such as glasses, medical deductible, orthodontia, co-pays, etc.)
- 3. Medical Insurance Premium Account (Group Dependent Term Life Insurance, Group Survivor Income Insurance, etc. not to exceed \$40,000) (N: 8/05)

It is expressly understood that the amount to be authorized for payroll deduction is established by the employee at the time of enrollment (prior to September 1) and can be altered only by a change in family status. All money remaining in an account at the end of a plan year is forfeited by the employee as stated in Section 125 of the IRS Code. Employees may have up to 14 ½ months to use their benefits in compliance with IRS regulations. (N: 8/05)

**XIII. UNIFORM ALLOWANCE**

At the end of each school year, each regularly scheduled employee shall receive one hundred twenty five dollars (\$125.00) uniform allowance. Each employee is required to wear a uniform approved by the Lunch Supervisor. R: 5/80, 6/81, 1/84, 6/85, 6/88, 6/89, 6/96, 6/99

**XIV. DURATION**

THIS AGREEMENT SHALL TAKE EFFECT JULY 1, 2005 and continue in effect until June 30, 2008

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

For the Board of Education:

For the L.S.L.P.O.:

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(Date)

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(Date)

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		Employees Hired On or After <u>8/1/05</u>		Employees Hired On or After <u>8/1/05</u>
<u>HIGH SCHOOL HEAD COOK</u>	2006-2007	2006-2007	2007-2008	2007-2008
Beginning	13.39		13.98	
After One Year	13.61		14.21	
After Two Years	13.83		14.44	
After Five Years	14.06		14.68	
 <u>HEAD COOK</u>				
Beginning	12.66		13.22	
After One Year	12.89		13.46	
After Two Years	13.10		13.68	
After Five Years	13.33		13.92	
 <u>COOKS</u>				
Beginning	11.13	10.13	11.37	10.35
After One Year	11.44	10.63	11.69	10.86
After Two Years	11.82	11.13	12.07	11.88
After Seven Years	n/a	12.15		12.41

7/1/2007