

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION**

**OF THE**

**LAPEER COMMUNITY SCHOOLS**

**AND**

44010  
06 30 2007  
SEIU AFL-CIO  
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**SERVICE EMPLOYEES INTERNATIONAL UNION**

**LOCAL 591, AFL-CIO**

**UNIT # 190 – FOOD SERVICE PERSONNEL**

**2004-2007**

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**AGREEMENT**

This Agreement entered into this 16th day of September, 2004, by and between the Lapeer Community Schools' Board of Education, hereinafter called the "Board", and the Service Employees International Union, AFL-CIO, Local 591, Unit 190, hereinafter called the "Union".

**WITNESSETH:**

**PREAMBLE**

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement shall set forth their Agreement on rates of pay, hours of work, and terms and conditions of employment of the Board employees covered by this Agreement.

In consideration of the following mutual covenant, it is hereby agreed as follows:

**ARTICLE 1  
DEFINITIONS**

**Section 1**

The terms "Board" and "Union" shall include authorized officers, representatives, and agents. Despite reference herein, the "Board" and "Union" as such, each reserves the right to act hereunder by committee or designated representative.

**Section 2**

Reference to male employees shall include female employees.

**ARTICLE 2  
RECOGNITION**

The Board hereby recognizes the Union as the exclusive bargaining representative for:

ALL FULL TIME AND REGULAR PART TIME FOOD SERVICE PERSONNEL OF THE LAPEER COMMUNITY SCHOOLS EXCLUDING ALL SUPERVISORS, ADMINISTRATORS, TEACHERS, TEACHERS AIDES, CUSTODIANS, OFFICE CLERICAL, TEMPORARY AND SUBSTITUTE EMPLOYEES, AND ALL OTHER SCHOOL DISTRICT EMPLOYEES.

**ARTICLE 3  
UNION SECURITY AND DEDUCTION OF UNION DUES**

**Section 1**

All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same amount and in the same manner as Union members and shall do the above as a condition of employment.

## **Section 2**

During the term of this Agreement the Board will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Board will continue to honor those written assignments already in its possession.

## **Section 3**

The Union shall notify the Board in writing of the amount of such dues, fees, and assignments. The Board will cause such dues, fees, assignments to be remitted promptly to the Union. Normally, deductions will be made on the last pay period of each month. The Board shall provide, each October, a master list of all unit employees and the amount paid by each. In subsequent months the Board shall provide a copy of the October list and a list of all additions and deletions.

## **Section 4**

All employees presently employed by the Board of Education shall make the above payment to the Union on the first full pay period after the ratification of the current contract by members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) workdays of employment with the Board of Education.

## **Section 5**

The Board shall provide the Union, at the time of hiring for each new employee, the name, assignment, and the date of hire for the new employee. The Board shall inform the Union on the date of return of any employees returning from leave of absence. The Board shall inform prospective employees prior to hiring of the contents of this article.

## **Section 6**

The Union agrees that the amounts paid to the Union by non-Union member employees must be established consistent with the applicable laws and administrative law interpretations regarding non-Union member employee representation costs. Furthermore, the Union shall not request the Board to collect any fee, assessment, or contribution from any employee for which to do so would be a violation of the then applicable interpretations of the laws governing such payments.

## **Section 7**

In the event of any legal action against Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present brought in a court or administrative agency because of its compliance with Article 3, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires;
- The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels;
- The Union shall have complete authority to compromise and settle all claims which it defends under this section.

The Union agrees that in any action so defended, it will indemnify and hold harmless Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 3, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

## **ARTICLE 4** **UNION RIGHTS**

### **Section 1**

The employees and the Union, as their exclusive bargaining representative, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.

### **Section 2**

The Board agrees to furnish the Union in response to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and other such information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the food service staff and customers, together with information which may be necessary for the Union to process any grievance or complaint. Such requests must be in writing and specifically designate the material requested. For materials not normally mass produced a reasonable cost/charge may be required.

### **Section 3**

The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings, providing such use does not interfere with previous building commitments.

### **Section 4**

Duplicating machinery shall be available for Union use. Materials used solely for the benefit of the Union shall be paid for by the Union. Materials used for preparation of items of mutual and common use shall be provided without cost by the Board.

### **Section 5**

The Union shall appoint stewards and alternate stewards. No steward or alternate, regardless of when selected, shall function as such until the Board has been notified in writing by the president of the local Union, chairperson of the unit, or an international Union or council officer of her/his election.

### **Section 6**

Stewards and their alternates and other Union officials shall be permitted to engage in contract negotiations and adjustment of grievances subject to the limitations set forth in this Agreement.

**Section 7**

Any steward or alternate steward having an individual grievance in connection with her/his own work may ask that another steward or alternate or Union official assist her/him in adjusting the grievance with her/his supervisor.

**Section 8**

Bulletin boards shall be erected in a conspicuous place for the purpose of posting notices of Union business or activities. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

**Section 9**

All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail to such address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 1301 West Dayton Street, Flint, Michigan 48504, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to her/his last address recorded in the Board's office. It shall be the responsibility of employees to notify the Board and their immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right to:

1. Manage and control the school's business;
2. Direct the working forces and promote, reassign, layoff, and transfer employees as may be necessary as per contract;
3. Determine the size and placement of the working force and location of all work operations;
4. Adopt and enforce reasonable rules and regulations;
5. Determine all services, supplies, and equipment necessary to continue operation;
6. Determine standards of operation and goals for improvement;
7. Determine qualifications for employees generally and the specific qualifications for various positions;
8. Determine all financial policies and operations;
9. Determine the supervisory organization for all operations.

**ARTICLE 6**  
**LEAVE PROVISIONS**

**Section 1**

The Board and Union agree that regular attendance of all employees is essential to the proper operation of the Board's cafeteria operations. Further, it is agreed that the leave provisions here set

forth provide for the reasonable absences from work of employees. The Board reserves the right to investigate suspected abuses of the leave privileges and to require reasonable proof when evidence exists that abuse has occurred. Furthermore, the Board has the right, limited by the provisions of this Agreement and applicable laws, to discipline employees for abuse of leave privileges or for excessive absenteeism or tardiness. The Board confirms the Union's right to use the Grievance Procedure when the Union alleges that the contract has been violated in respect to leaves and absences of employees. It is the responsibility of the employee to notify her/his supervisor of the reason for an absence at the time he/she reports the absence. Notice of absence from work will only be accepted from the employee or her/his spouse.

## **Section 2 - Sick Leave**

- A. Regular employees shall have one (1) leave day credited to their individual leave accounts following the completion of each month of regular employment for all work to which they were regularly assigned and scheduled to work at least one half (1/2) of the scheduled workdays in the month. Employees working the full school year may earn ten (10) leave days per year. Employees must work or be on paid leave at least one half (1/2) of the workdays in a calendar month to be credited with leave days.
- B. The value of a leave day credited to an employee's individual account is based on her/his regular assignment during the month it was earned. Employees who earned leave days on a two hour assignment may need to use several leave days if they have an absence while assigned to a longer workday. Employees working 15 workdays or more in a longer hour position shall earn sick time at the longer hour rate.
- C. Sick leave day credits may be carried from one year to the next and may accumulate to 720 hours. Employees with greater accumulations as of 6/23/82 shall be allowed to retain and use the excess days.
- D. Sick leave days may be used when an employee's personal illness or physical incapacity makes working impossible or detrimental to the employee's recovery. An employee claiming leave for personal illness extending beyond five (5) consecutive workdays shall be required, before being entitled to further sick pay, to submit to her/his immediate supervisor a written request for leave which shall indicate the type of leave (i.e. paid sick leave or unpaid sick leave) as well as the nature and estimated duration of the illness and a physician's written statement which shall indicate the nature and estimated duration of the illness. Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.
- E. Sick leave days may be used when an employee needs to remain out of work because of the illness, injury, or incapacity of a member of the employee's immediate family, which includes the employee's spouse, children, parents, brother, sister, grandparents or any other person whose relationship is equivalent to that of a household relative. Grandchildren, mother-in-law, father-in-law, daughter-in-law, and son-in-law shall be included in the immediate family provided the employee submits a written statement following such absence, attesting to the fact that the appropriate relative such as the grandchild's parents, etc. respectively were either also working or for some reason other than work were unable to attend to the child. Sick days in excess of five (5) consecutive workdays cannot be used for illness in the family, unless the family member is one who is herein described and has been a member of the employee's household during the previous six (6) months or is a newborn infant.
- F. An employee who resigns and is later rehired is not entitled to previously earned sick leave.

- G. Any employee whose personal illness extends beyond the period of compensation provided by leave day unit provisions shall be granted, upon written request, a leave of absence without any pay or fringe benefits except as paid by the employee or as provided by contract for such time as is necessary for complete recovery from such illness, but not to exceed twelve (12) months. Any employee on medical leave of absence without pay or fringe benefits, except as paid by the employee, shall not be entitled to advancement on the salary schedule but shall be allowed to accumulate seniority up to three (3) months. During such medical leave the employee shall not maintain other employment unless specifically approved by the Board. If not approved the leave shall be canceled and the employee shall be discharged if s/he does not report to work within five (5) working days of receipt of notification from the Board. The Board may require verification of such extended illness by a physician acceptable to the Board. If the employee's own physician is unacceptable to the Board, the Board shall pay the cost of examination by a doctor acceptable to the Board.
- H. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall have the option of receiving from the Board the difference between the disability benefits provided by the Workers' Compensation Law and the accumulated sick leave benefits herein provided. To the extent that the Board makes payment to the employee for that portion of her/his salary not reimbursed under the Workers' Compensation Law, said partial payments shall be charged pro rata against the employee's accumulated sick leave. The conditions of return to employment shall be the same as in medical leave. Seniority shall accrue during such period and salary schedule experience shall be allowed.

### **Section 3 - Personal Business Leave**

- A. After an employee has completed forty (40) days of satisfactory work as a regular employee s/he is entitled to two (2) days per year (prorated for employees working less than a full year) for personal business. Unused personal business days may accumulate to four (4) days. Personal business days accumulating in excess of four (4) days shall be transferred to accumulated sick leave.
- B. Except for request for leave immediately prior to or after a vacation or holiday period, the following explanations of personal business require no further explanation: legal matter, financial matter, moving, marriage of employee or immediate family members. All other requests for use of a leave day for personal business may require further explanation. Whenever possible, personal business leave should be prearranged. The Board recognizes that the nature of personal business often precludes explanation and will endeavor to avoid requiring explanation except in cases where evidence of abuse is discovered.
- C. Personal business leave is not to be used for extending vacations, recreation, or any reason not related to personal business which could be conducted outside regular work hours.

### **Section 4 - Bereavement Leave**

- A. An employee may be absent without loss of salary for up to a total of three (3) working days for the death of a member of the employee's immediate family, which shall include parents and stepparents, children and stepchildren, spouse, grandparents, grandchildren, great grandparents, great grandchildren, siblings and step-siblings, and in-laws of like relationship. These days are not to be deducted from sick leave.



- B. Two (2) sick leave days per year could be used for the death of a friend or relative not covered above or if additional time is needed to travel or tend to related matters in relation to bereavement leave referenced in paragraph A. above.

**Section 5 - Jury Duty**

Any employee summoned to jury duty shall be paid her/his regular wage for each working day of absence providing that jury fees less mileage are refunded by the employee to the Board. Employees may choose to receive their regular pay for the day or the jury pay, whichever is greater. On any day when the employee is not seated on a jury or excused from jury duty, the employee shall report to work unless more than half of his/her shift would be over by the time the employee could reasonably arrive at work. The employee shall provide the Director of Food Service with documentation signed by the court regarding the time the employee was excused from jury duty each day.

**Section 6 - Military Leave**

Any employee who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in open hostility involving acts of warfare, shall be granted a leave of absence without pay for the period of such absence. Full credit on the salary schedule and uninterrupted seniority shall be granted to those leaving Lapeer's service and returning thereto, provided that the rights under this paragraph will terminate upon any voluntary extension of such military service.

**Section 7 - Unpaid Leaves other than Medical Leave**

- A. Unpaid leave of absence for good cause for one (1) year may be granted at the discretion of the Board subject to the provisions of this Agreement. Unpaid leave of absence for less than one (1) year in duration may be granted at the discretion of the Board subject to the provisions of this Agreement not to exceed ten (10) days. The Board reserves the right to grant or deny unpaid leave based upon consideration of the merits of each request and consideration of the proper management of the cafeteria system. Further, the Board reserves the right to establish policies related to unpaid leave provided such policies are not in violation of provisions of this Agreement or existing laws or regulations.
- B. Except as may otherwise herein be provided, all requests for unpaid leave must be in writing. All requests must be submitted at least ten (10) workdays in advance.

**C. Parental Leave**

Upon written application an employee shall be granted a Parental Leave for up to one (1) full calendar year for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of the adoption does not exceed ten (10) years provided that:

1. The employee must submit the request sixty (60) calendar days prior to the commencement of the leave.
2. Submitted with the leave request must be verification from a doctor or legal agency that the employee or employee's spouse is pregnant or to be the parent in a legal adoption procedure.
3. The commencement of the leave must be no later than the expected date of delivery or day scheduled for receiving the adopted child or the termination of a medically approved disability leave relating to the birth of a child.

For leaves which are to commence specifically on date of delivery, or date an adopted child is received, the leave will take effect on the actual date of delivery, or the day the adopted child is placed in the custody of the adopting parent. Leaves based on convenience of the employee rather than the delivery date, or date for receiving the child, must commence on the date indicated in the original request unless the leave is canceled.

4. The employee must indicate with the leave request the termination date of the leave. Return to a position shall be as stipulated in Section 9.
- D. **Religious Holidays:** Three (3) days leave of absence without pay may be granted to employees who wish to observe traditional and customary religious holidays which require, by custom, full day observance. Such leave shall be granted only if the employee shall file written application therefore with his immediate supervisor at least two (2) working days before such religious holidays.
- E. **Study Leave:** The Board may grant, upon written application, a leave of absence for study. The employee may request one full year for such leave. If the employee does not wish a one year leave s/he may use up to a total of fifteen (15) days in any single year for study leave provided that such leave will not be granted more than three (3) times in a single year even if all fifteen (15) days have not been used.
- F. **Union Leave:** Unpaid leave of absence for Union business may be granted for either a one (1) year or two (2) year period upon written application to the Board. If the employee does not wish a one (1) or two (2) year leave s/he may use up to a total of fifteen (15) days in any single year for Union business leave provided that such leave will not be granted more than three (3) times in a single year even if all fifteen (15) days have not been used. During the entire period of such leave seniority shall accrue.
- G. **Personal Leave:** Employees having completed ten (10) continuous years of service may be granted a personal leave of one (1) full year. The employee on such a leave will not be entitled to return to employment of the Board of Education until the expiration of the complete year. An employee will only be allowed one (1) such leave while employed by the Board of Education. Upon proper application by the employee the Board may, at its discretion, extend such leave for a second year. Leaves under this category may be granted only upon application in writing to the Board and on approval of the Superintendent.
- H. **Miscellaneous:** Unpaid leave of absence, except military leave, shall be granted only after the completion of probationary service.

### **Section 8 – Family and Medical Leave Act Leave (FMLA)**

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12 months *and* must have worked for at least 1250 hours during the 12-month period immediately preceding an FMLA leave. To the extent required by law, an eligible employee is entitled to a total of 12 work weeks of leave during any fiscal year for one or more of the following:

1. Birth of a son or daughter or to care for the son or daughter after birth;
2. Placement of a son or daughter for adoption or foster care;
3. To care for a spouse, son, daughter, or the employee's parent with a serious health condition; or

4. Where the employee's own serious health condition renders the employee unable to perform the essential functions of the position that the employee maintains.

Said leave shall be unpaid following contractually appropriate utilization of all sick leave days and personal leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 work week duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

Employee return from leave taken under the Act will be to an equivalent position if required by the Act and as governed by relevant contract provision.

### **Section 9 - Benefits while on Leave and Return from Leave**

- A. **Vacancies Created by Extended Medical and Parental Leave:** Whenever an employee shall request to be on leave thirty (30) workdays or more but less than twelve (12) calendar months the employee's position shall be filled by voluntary reassignment with regular employees and where necessary employment of new employees. Such reassignment or transferring shall be done without posting and as a temporary reassignment. Upon return the employee shall be returned to the same position and temporarily assigned employee shall return to her/his former position and if necessary, the layoff procedure shall be implemented to reduce employees. Employees on extended medical leave or parental leave shall be allowed to accumulate seniority up to three (3) months but shall not accumulate experience credit for salary.
- B. **Vacancies Created by other Extended Leave:** Whenever an employee is on unpaid leave (other than provided in Article A of this section) extending more than thirty (30) workdays but less than twelve (12) calendar months, the position shall be filled through the established procedures for the filling of such a created vacancy. Upon timely request to return the employee shall be offered the first available position. Should the employee refuse such position, the leave return right shall be terminated. Employees on such leaves shall be allowed to accumulate seniority up to thirty (30) days but shall not accumulate experience credit for salary.
- C. **Benefits while on Leave:** Should an employee be on unpaid leave for less than thirty (30) calendar days all provided benefits shall be extended through the leave period. Should the leave extend beyond thirty (30) calendar days, all benefits shall be terminated on the first day of unpaid leave unless the employee pays the cost of the particular insurance when the company allows individual contribution. Should a leave originally requested to be less than thirty (30) days extend beyond thirty (30) calendar days, the employee shall be responsible for the cost of all fringe benefits provided through the first thirty (30) days.

### **Section 10 – Emergency Leave**

Up to one (1) day may be used per year for emergency or catastrophe such as fire, flood, tornado, and accidents. Such leaves may be considered for extension by written application to the administration.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

**Section 1 - Definitions**

A grievance is a claim by one or more employees of improper application or interpretation of the terms of this Agreement.

**Section 2**

The term employee includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this Agreement. The term days, when used in this Article, shall mean working days.

**Section 3 - Purpose**

The purpose of this grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement. Both parties agree that grievance procedures shall be kept as informal and confidential as appropriate at all levels of the procedure.

**Section 4 - Representation**

Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the intervention of the Union if the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at such adjustment.

**Section 5**

Any bargaining unit employee may be represented beginning at any level of this procedure by a representative of the Union.

**Section 6**

Upon request by either party hereto or of the bargaining unit employee or employees involved in a grievance, the latter may be present at any level of the grievance procedure.

**Section 7 - Procedure**

The time limits provided in this Article shall be strictly observed. The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite and process. The time limits may be extended by mutual written agreement by the authorized representative of each party. An employee who believes s/he may have a grievance shall discuss her/his concern informally with the supervisor; however, the grievance procedure does not begin until Level I procedures are begun.

**Level One:** An employee who believes s/he has a grievance shall present, or have a Union representative present, a written statement of the grievance to the appropriate immediate supervisor of the employee. The written statement must include 1) a description of the alleged contract violation;

2) a statement of the contract item involved; and 3) a statement of the relief or adjustment being sought. The Level One procedure must be started within twenty (20) days of the incident giving rise to the alleged grievance. Upon receipt of such written statement the supervisor shall have two (2) days to meet with the grievant to attempt to resolve the grievance.

**Level Two:** If the grievance is not settled in the Level One procedures, the Union may submit the written grievance and any additional explanations to the Assistant Superintendent for Human Resources. The grievance must be submitted within ten (10) days of the completion of the Level One meeting. The Assistant Superintendent for Human Resources and the aggrieved employee and/or her/his representative shall meet within five (5) working days immediately following the receipt of the grievance and attempt to adjust the grievance. Within five (5) days after such meeting the administrator involved shall give an answer to the grievance in writing, two (2) copies of which shall be given to the Union. The answer shall set forth the relevant information used in arriving at a decision.

**Level Three:** In the event the grievance is not settled at Level Two, the Union may appeal the matter to the Superintendent or her/his designee within five (5) days of receipt of the Level Two response. The appeal shall be initiated by a notice in writing directed to the Superintendent. (The appeal shall be heard at the earliest possible date and in all events within twenty (20) working days after the notice of appeal has been filed; the Superintendent shall answer the grievance in writing.)

**Level Four:** Within ten (10) working days of the receipt of the answer at Level Three, the Union may, by written notice to the Superintendent, request that the matter be submitted to arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing. The demand for arbitration must be filed with the American Arbitration Association within twenty (20) days of the receipt of the answer at Level Three.

In accordance with the Public Employment Relations Act and the rules thereunder, either party may request mediation of a dispute involving the terms of this agreement through the Michigan Employment Relations Commission after a request for arbitration has been filed. The mediation shall be conducted pursuant to the rules of the Michigan Employment Relations Commission.

## **Section 8**

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

## **Section 9**

Powers of the Arbitrator are subject to the following limitations.

1. S/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. S/he shall have no power to establish salary scales or to change any salary.
3. S/he shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rules, or any action taken by the Board provided that all such actions of the Board are to be conditioned by the specific provisions of the Agreement.

4. S/he shall have no power to interpret state or federal law.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement on the basis of timeliness or application, the arbitrator shall be required to rule on the arbitrability question first. If the arbitrator determines the grievance is not arbitrable, but still renders an opinion on the merits of the case, then neither party shall be obligated by the arbitrator's decision on the merits of the case. Such opinion shall be considered advisory.
6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
7. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than sixty (60) days prior to the date on which the grievance is filed.
8. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that s/he may have received from any source during the period of back pay.

#### **Section 10**

The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Board.

#### **Section 11**

Should any employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified or voluntarily leave the employ of the Board, except a claim involving a remedy directly benefiting the grievant regardless of her/his employment, all further proceedings on a previously instituted grievance shall be barred.

#### **Section 12**

All preparation, filing, presentation, or consideration of grievances shall be held at mutually agreed times.

### **ARTICLE 8 WORKING CONDITIONS**

- A. Employees working six (6), seven (7), or eight (8) continuous hours shall be entitled to two (2) breaks of fifteen (15) minutes each and one (1) lunch period of no more than thirty (30) minutes during the established regular work time.
- B. Employees working five (5) continuous hours shall be entitled to one (1) break of fifteen (15) minutes and one (1) lunch period of no more than thirty (30) minutes during the regular established work time. Employees working four (4) hours or less will receive one (1) fifteen (15) minute break during their regular established work time.

- C. Employees working three (3) hours or less are not entitled to break or lunch time during the scheduled work time.
- D. For employees entitled to lunch and break time the actual times are to be established by the Cook I or the Director of Food Services. The lunch and break times are not duty free times and the employee must remain in the cafeteria and be available for emergency work.
- E. All regular cafeteria employees may receive a free, standard lunch to be consumed on work premises.
- F. Employees may use either the safe or vault for safekeeping of purses or wallets.
- G. A sufficient number of towels may be provided for each cafeteria. This will be determined by mutual understanding of the cafeteria supervisor and the head cook in each building.
- H. The specific assignment of hours of work per day for all cafeteria employees will be made by the Director of Food Services and may be adjusted only by the Director of Food Services. In an emergency when the Director of Food Services is not available, the request for adjustment can be made to the Superintendent or his/her designee.
- I. T.B. tests, if required by the District, will be provided and paid for by the District. The Board will not pay for physical examinations given in conjunction with such a test. The Board reserves the right to select the doctor to administer the T.B. tests. If the employee chooses to go to her/his own doctor s/he shall be reimbursed up to the amount currently being charged for the same service to employees by the doctor designated by the Board.
- J. Menus will be open for suggestions by employees at any time in which menus are being planned.

**ARTICLE 9**  
**SAFETY AND EQUIPMENT**

**Section 1**

The Board agrees to make provisions for the safety and health of its employees during the hours of their employment and to comply with applicable governmental regulations, requirements, and standards.

**Section 2**

The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, union membership or activity.

**Section 3**

The Board agrees to provide employees with safety items required by law but not items of personal property such as safety shoes. The Board will not provide items of clothing or equipment which employees may wish for personal convenience.

Once every three (3) years, a committee comprised of the Director of Food Services and/or the Assistant Director and four (4) cafeteria employees shall meet to review employee uniform and apron needs. If the Board determines purchase of new uniforms and/or aprons to be feasible, the recommendations of the committee will be implemented up to the amount approved by the Board. Such items must be worn by the employee during the work shift. The employee shall be responsible for laundering such items and for maintaining a clean appearance. The items shall be returned by the employee upon termination or request.

Should the Board require some items of dress, equipment, or safety equipment be used or worn as a condition of employment the Board shall provide the item.

#### **Section 4**

All cafeteria employees must follow State health code guidelines and related District directives.

#### **Section 5**

The Board shall maintain adequate public liability and personal damage insurance to protect the employees at all times.

### **ARTICLE 10** **SENIORITY**

#### **Section 1 - Definition and Purpose**

Except as otherwise provided herein this Agreement, seniority is the length of continuous service in any job in the bargaining unit. The purpose of seniority is to determine the right of an employee to any job within the bargaining unit except as may elsewhere be provided in this Agreement.

#### **Section 2 - Retention of Past Seniority**

All seniority acquired by any employee prior to the date of this Agreement shall be retained.

#### **Section 3 - Seniority Lists**

Seniority lists shall be prepared as soon as possible after the date of this contract, and such lists shall be revised every three (3) months thereafter with notification of employee changes as they occur. A copy of such lists shall be given to the Union and copies thereof shall be posted on the employees' bulletin boards.

Each employee shall have the right to challenge the accuracy of the seniority reported for her/him in the first list posted for a period of thirty (30) days after posting. Each employee shall have a similar right to challenge the accuracy of each revised list for a period of ten (10) days after posting. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.

#### **Section 4 - Loss of Seniority**

Employees shall lose seniority when they:

- Voluntarily quit;
- Are discharged for just cause;



- Absent themselves from work without notice for three (3) consecutive working day;
- Fail to return from approved leaves of absence unless specifically provided for by this Agreement;
- Accept other employment during leaves of absence unless specifically provided for by this Agreement.

### **Section 5 - Seniority Date Determination**

- A. Seniority shall not be accrued until the employee has completed the probationary period. Upon completion of the probationary period, the employee shall receive seniority credit from the first day worked and shall thereafter accrue seniority. Within five (5) working days of an employee beginning her/his probationary period the Union will be notified of the employee's name, work assignment, and start date.
- B. In the event the probationary period begins on the same day for more than one employee, the seniority dates of those employees shall be determined by lot if and when it becomes necessary to break a tie in seniority. Such determination between two or more employees shall be permanent.

### **Section 6 - Seniority Accrual**

Seniority shall accrue equally for all employees irrespective of hours worked by the individual employee.

### **Section 7 - Supervision Returning to the Bargaining Unit**

Any member of the bargaining unit at the time of promotion to supervision and who subsequently requests or is returned by management to the bargaining unit shall return to the same class, seniority, and pay level s/he held prior to her/his appointment to supervision provided s/he does not displace any other employee and shall be placed in the first available position. The right to return to the bargaining unit will terminate one (1) year following promotion to supervision.

## **ARTICLE 11**

### **VACANCIES, TRANSFERS AND POSTINGS**

#### **Section 1 - Vacancies and Postings**

- A. When a vacancy occurs or a new position is created within the unit, within thirty (30) workdays the position shall be posted for all bargaining unit employees for five (5) working days. This 30-day provision may be extended by the Director of Food Services upon providing written notice to the Union relative to the reason for such an extension. All cafeteria employees are eligible to apply by written note to the Director of Food Services. Should bargaining unit employees apply the following criteria shall be considered in filling the position: qualifications and seniority within the unit.
- B. The positions of Director of Food Services and Assistant Director shall not be posted and the filling of such position is not subject to any terms of this Agreement.
- C. Trial Period: Any employee assigned to fill a vacancy as a result of her/his request to transfer or any employee receiving promotion shall be given up to fifteen (15) working days to prove her/his ability to perform the required duties of the position. This trial period may be extended

by management for up to fifteen (15) additional workdays upon written notice to the employee and the Union. If unable to qualify as determined by the administration or if the employee is not satisfied with the job and wishes to return to her/his former position, the employee shall be returned, without prejudice, to her/his former position and previous rate of pay. On or before the fifteenth (15th) day of such trial period the employee's ability to do the required work must be evaluated by the Director of Food Services or designee who shall give consideration to the employee's willingness to work, her/his ability to do the required work, and her/his progress in achieving the skills s/he has had opportunity to learn. If the supervisor shall determine that the employee has not proved her/his ability to do the work required within the trial period, the employee next entitled to the job shall be granted trial period in turn until the vacancies are filled.

No transferred employee who has successfully completed the fifteen (15) day trial period herein required in the classification in which the vacancy occurs shall be required to complete another trial period in the classification in which the vacancy occurs. However, such an employee may request that a trial period be granted for any and all transfers within the bargaining unit. Such requests shall be in writing in care of the Director of Food Services and shall be submitted prior to the employee working in the vacant position. Such employee requests shall be granted with all trial periods being effectuated under the terms of this Article. A copy of such requests shall be provided to the union chairperson. Any employee who has successfully completed the fifteen (15) day trial period within a classification who does not submit such a request prior to working in a vacant position shall not be subject to another trial period and shall have no right to return to his/her former position nor shall the employer have the right to return him/her to the former position.

- D. Vacancies created by employees completing a trial period in a new position shall not be posted and shall be filled on a temporary basis until the employee completes the trial period.

## **Section 2 – Qualifications**

### **A. Cook Helper**

1. Employees hired prior to January 1, 1996, shall be grandparented and shall not need to meet the following qualifications pertaining to cook helper positions.
2. Employees hired on or after January 1, 1996, shall meet the following qualifications prior to filling a cook helper position.
  - a.) Within 90 workdays of employment (or within 90 work days of contract ratification for employees hired on or before the ratification date), each employee shall demonstrate competency on sanitation and safety elements as issued in the State of Michigan Health Code guidelines. Such competency shall be measured by an examination and standards developed by the Board following an opportunity for Union input. Said examination shall be given on or about the 30<sup>th</sup> workday, 60<sup>th</sup> workday, and prior to the 90<sup>th</sup> workday until competency, as determined by the Board, is demonstrated or a probationary employee is released from employment. This competency also will be measured by management observation including input from respective head cooks.
  - b.) By the first year anniversary, each cook helper must successfully complete the ten-hour "Sanitation and Food Safety" class offered by MDE and MSFSA. Classes may be offered in Lapeer and other Michigan locations each year. Failure to complete this class will result in the cook helper being placed on unpaid leave until the class is successfully completed. Reimbursement from the District for class fees and mileage shall occur with mileage reimbursement limited to up to 50 miles per round-trip.

3. Within two (2) years after beginning work in a four-hour per day or more position, each cook helper must achieve either Level 1 status through the Statewide Training Program offered by MDE or ASFSA certification. If Level 1 status is not achieved during this time period the position will be posted, and the cook helper will be offered a position comprised of less than four hours per day. If Level I requirements change which prevent an employee from achieving Level I status, the parties will discuss extending this timeline.

**B. Head Cook (including Head Cook Substitutes)**

1. Employees filling head cook positions prior to July 1, 2003 must have passed the Sanitation and Safety class offered through the Statewide Training Program. All employees filling head cook positions on or after July 1, 2003 shall have passed this Sanitation and Safety class not later than the first scheduled workday for the school year subsequent to the school year in which the employee first filled a head cook position. However, if cancellation of this class makes it impossible to meet the above deadline, said deadline will be extended. When the "Serve Safe" class is passed, as referenced below, any and all requirements to take the Sanitation and Safety Class are waived.
2. To maintain head cook status:
  - a.) Beginning with the 2004-2005 school year, or the first school year in which an employee first fills a head cook position for those first filling such a position after 2004-2005, each head cook must take and pass the "Serve Safe" class offered by Chartwells and/or the Lapeer County Health Department or a similar class as determined by the District. At least once every five years thereafter, each head cook must re-take and pass this class. It is each head cook's responsibility to furnish the Administration with copy of the class completion certificate. Reimbursement from the District for class fees and mileage shall occur with mileage reimbursement limited to up to 50 miles per round-trip. Head cooks will be compensated at the prevailing minimum wage for time spent taking this class but will not be paid for time spent commuting to or studying for the class.
  - b.) The building to which the head cook is assigned must be void of any critical violations for which s/he has direct control (e.g. proper food temperature and correct sanitation practices but not an oven that will not adequately heat food if such equipment problem had previously been reported to management) which are not immediately corrected.

If said Sanitation and Safety Class is not so passed, this shall constitute just cause for demotion to a cook helper position pursuant to the bumping procedures spelled out in Article "12., B., 5., c."

If said "Serve Safe" class is not passed the first attempt, the employee may retake the exam up to two times prior to the end of the 2004-2005 school year (or, subsequently, the first year an employee becomes a head cook). If the "Serve Safe" exam is not so passed, this shall constitute just cause for demotion to a cook helper position pursuant to the bumping process spelled out in Article "12., B., 5., c."

Re-opener Provision: If at least 11 out of 13 head cooks do not pass the "Serve Safe" exam prior to the end of the 2004-2005 school year, the provision regarding demotion will be re-opened for related contract bargaining.

**ARTICLE 12**  
**REDUCTION IN WORKFORCE**

- A. Should the administration determine that it is necessary to reduce the workforce by elimination of positions or decrease in work hours, such reductions shall be accomplished in accordance with this Article. The word layoff shall mean a reduction in the employee workforce due to any reason as determined by the administration. A decrease in work hours of one or more employees does not constitute a layoff.
- B. Employees who are to be laid off or reduced in hours pursuant to "B., 2." below shall be given no less than seven (7) calendar days written notice. Said notice shall not apply to reductions resulting from the bumping process specified in "4., a., b., and c." or "5." below. Should it become necessary to layoff staff or reduce the number of work hours of employees in a particular classification of employees or to reduce the number of employee work hours in all classifications, such layoffs or reductions, shall be by seniority and job classification.

The following procedures will be followed:

1. Reductions and eliminations of positions will be by employee classification group as follows:
 

Group a.	Head cooks and production leader(s)
Group b.	Van driver(s)
Group c.	Cook helpers
2. The administration shall determine the position(s) within each classification group to be reduced or eliminated.
3. The reductions or eliminations necessary in each classification group of employees will be made by qualifications and seniority.
4. **Layoff**
  - a. Cafeteria employees shall have seniority by Cook I classification and hours in the helper classification during a period of layoffs. Should a Cook I be displaced s/he shall be able to displace the least senior Cook I or the least senior person with comparable hours.
  - b. Employees bumped from a position under section "4., a." above will bump utilizing the same process. The process will continue until the least senior employee(s) is (are) laid-off.
  - c. Employees are presumed to have the skills and qualifications necessary to bump into the same or lower classification group except for the van driver(s) group (group "b.") who must possess the required drivers license endorsement(s).
  - d. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in workforce. It is understood and agreed that probationary employees whose jobs have been eliminated or reduced in hours may not bump any employee whatsoever. There shall be no requirement for the District to rehire any so affected probationary employee. In the event such a probationary employee is rehired at a later date, s/he shall then be treated for all purposes of this Agreement as a new employee.

- e. A laid off employee shall, upon written application, be granted priority status on the substitute list according to the employee's seniority. Pay shall be at the substitute rate.
- f. Employees on layoff retain their seniority for purpose of recall for a period of one (1) year. Any employee on layoff for more than one (1) year shall lose her/his seniority and any further rights under this agreement.
- g. Employees having the most applicable seniority will be the first recalled to jobs from which they were laid off or to jobs referred to in Section B., 4., a. of this Article, if such jobs become available before recall to the jobs from which they were laid off.
- h. Notice of recall shall be sent by registered mail to the employee's last known address. The employee is responsible for reporting changes of address to the Human Resources Office. The employee shall have ten (10) workdays to report to work from the date that the notice was delivered to the employee's last known address. The failure to report to work within this time period shall be deemed conclusive and shall constitute the employee's resignation from employment.
- i. Should the administration reinstate a position that had been eliminated, or fill a position that had been allowed to remain vacant, the administration may determine that the current employee who previously held said position shall have the right to apply for re-employment in the position if s/he is not on layoff. If so determined, such position shall be awarded to the current employee who previously held the position if:
  - Such applicant held the position within the past twelve (12) month period; and
  - Such applicant is qualified for the position as determined by this Master Agreement and the administration.If the position is not so filled, the vacancy shall be posted and filled pursuant to the terms of Article 11 (Vacancies, Transfers and Postings).

**5. Reduction of Hours**

- a. When the administration deems it necessary to reduce the hours of an employee by at least forty-five (45) minutes per day [or 3.75 hours per week] cumulatively during a single school year or if any reduction results in an employee dropping to a lower benefit group (Article 20., Section 4., A.), the employee will select one of the following options by so notifying the Director of Food Services in writing.

Group "a" Employees

- 1) Accept the reduced hours and not bump.
- 2) Bump the least senior employee within that classification group working the same number of hours as said employee prior to said reduction in hours. If there is no less senior employee working the same number of hours, the employee may bump the least senior employee working the nearest number of hours as said employee prior to said reduction.

- 3) Bump the group "c." employee with the greatest number of hours provided that employee is less senior than the affected employee (if there are multiple such employees with the greatest number of hours, the least senior such employee shall be bumped.).

All Other Employees

- 1) Accept the reduced hours and not bump.
- 2) Bump the least senior employee in group "c." working the same number of hours as said employee prior to said reduction in hours. If there is no less senior employee working the same number of hours, the employee may bump the least senior employee in group "c." working the nearest number of hours as said employee prior to said reduction.

There shall be no trial period associated with any new assignment an employee may fill as the result of bumping described above.

Employees are presumed to have the skills and qualifications necessary to bump into the same or lower classification group except for the van driver(s) group (group "b.") who must possess the required drivers license endorsement(s).

**ARTICLE 13**  
**PROBATIONARY PERIODS**

**Section 1 - Length of Probation**

- A. All employees begin the probationary period when assigned to a regular full-time or part-time position. A casual relationship substitute or temporary employee [in a position not to exceed thirty (30) workdays] shall not be considered to be in a probationary period, nor considered officially hired.
- B. An employee is not officially hired unless s/he is to be assigned to a new or vacant position which shall be available thirty-one (31) workdays or more.
- C. When an employee is officially hired and assigned a regular position the employee shall be on probation for ninety (90) workdays even if serving in more than one position. The employer may, at its option, extend the probationary period for an additional fifteen (15) working days by notifying the employee and Union of extension before the end of her/his initial probationary period.

The Union shall represent the probationary employee starting the thirty-first (31st) workday in respect to rates of pay, wages, hours of employment and other conditions of employment. The employer shall be the sole judge of the qualifications of probationary employees for continued employment.

- D. During the probationary period the employee is subject to discharge for unsatisfactory work as determined exclusively by the Board.
- E. Should an employee be working as a substitute or temporary employee in a single position for at least thirty (30) workdays and then be hired officially and be assigned that same position the original thirty (30) workdays shall be applied to the probationary period.

**Section 2 - Probation**

Employees shall serve only one (1) probationary period, during which time they are subject to discharge, while maintaining continuous employment.

**Section 3 - Discharge while on Probation**

The discharge of probationary employee's shall not be subject to the grievance procedure.

**ARTICLE 14**  
**EXTRA WORK AND OVERTIME**

**Section 1**

Whenever possible, extra bargaining unit hours will be provided to regular employees rather than substitute employees if bargaining unit employees are available without conflict with their regular assignment. When available without such conflict, extra exclusive bargaining unit work within each building will be offered to that building's head cook if the extra work will not result in more than forty (40) hours worked per week for the head cook.

**Section 2**

In an emergency situation, head cooks will be contacted and consulted regarding the staff necessary to correct the emergency. The administration reserves the right to assign substituting without regard to seniority or equalization in an emergency situation.

**Section 3 - Cook Substitutes**

- A. The Administration shall seek and train employees who are qualified to serve as substitute head cooks.
- B. Two substitute head cooks at each high school and one at the junior high will be so designated. First, volunteers who minimally must regularly work four (4) hours per day will be sought by the Administration to fill these positions. Should insufficient numbers of four (4) or more hours per day employees volunteer, the Administration shall assign to such positions the longest hour employee(s) in that kitchen to serve as substitute head cooks when the need for substitutes warrants such assignment.
- C. Experience credit for pay purposes as a substitute head cook and relating to a new regular head cook assignment shall be based on cumulative hours an employee has served as a substitute head cook based on the following schedule.

**Cumulative Hours as  
Substitute Head Cook**

Step 0	
Step 1	400
Step 2	800
Step 3	1200
Step 4	1600
Step 5	2000

Employees who had served as substitute head cooks prior to ratification of the 2002-2004 **Master Agreement** were placed on their then current head cook pay step upon contract ratification and have progressed further based upon the above schedule.

- D. At the high school buildings, whenever possible, the need to have a substitute head cook will be filled by the designated substitute head cooks in the building. The substituting will go to the most senior of the two substitutes, without regard to equalization. The two employees may mutually agree to another arrangement subject to approval by the Director of Food Services. When so determined by the Director of Food Services, all other cook's helpers in the building will move up in hours in order to fill the position need(s) created by the cook helper being assigned as substitute head cook.
- E. At the elementary level, the substitute head cook work will go to the designated substitute head cook in the building, if there is one, without regard to equalization. When no such person is in the building the position will be assigned by the Administration, by equalization and seniority, from among the elementary pool. Secondary level designated substitute head cooks may voluntarily become part of the elementary pool. Substitutes for cook helpers may be casual employees. If a bargaining unit substitute for a cook helper is used, the following will govern such use.
  - 1. Satellite Kitchens – If a "sister building" exists (e.g. Murphy in relation to Hadley), the cook's helper from that building will be trained and will substitute as determined by the Director of Food Services. When substitute coverage is not secured in this manner, substituting will be offered to the most senior employee who has been trained to substitute in a satellite kitchen. Such training will be offered annually to the two most senior employees requesting it. Such offer will be both made and accepted in writing. When substitute coverage is not secured in this manner, substituting will be offered to a casual employee or a cook helper from another building as determined solely by the administration.
  - 2. All other kitchens - Substituting will be offered to the most senior cook helper who has informed the administration that s/he wants to so substitute.

#### **Section 4 - Head Cook Training**

- A. Head Cook training will be made available to all non-probationary cafeteria employees. The administration may make such training available to probationary employees. All requests for such training shall be made in writing to the Director of Food Services. Training will be offered to the most senior food service employees first. The opportunity to train as a head cook will be offered on an annual basis to maintain and comply with contract requirements.

The head cook training program will consist of five (5) days of training under the supervision of a head cook and two (2) days of complete meal preparation following the five (5) days of training.

- B. Length of Training: 7 days

5 days training under the supervision of a head cook  
2 days of complete meal preparation after five (5) day training program

- C. Qualifications for Head Cook:

Trained as a head cook



- D. Elementary cook helpers will be trained by the head cook in their buildings or other person designated by management.

Secondary cook helpers will be trained in their buildings, and training will consist of training and time on each cafeteria job.

If at any time a vacancy is not able to be filled by a qualified applicant, the position will be filled on an interim basis until the training program can be completed for the most senior head cook applicant.

## **Section 5 – Extra Work**

### **A. Outside the School Lunch Program**

1. When there is a need for extra work in a cafeteria, either by extension of the regular workday or by extra activities, the Director of Food Services shall determine, after discussion with the appropriate head cook, the amount of extra work needed in the particular situation, the classification(s) of employees needed, and the number of employees needed.
2. When extra work is needed outside the regular cafeteria schedule for special activities, the work will be offered on the basis of seniority and equalization to all employees primarily assigned to the building (e.g. elementary head cooks who work for the Woodside Production Kitchen are not assigned extra work hours at Woodside).
3. All extra work will be limited to the employees in the building whenever qualified employees are available and willing to work.
4. If the extra work cannot be entirely handled by employees in the building, the Special Events Team then will be utilized.
5. If it should become necessary to have employees other than those on the Special Events Team do extra work in a particular building, the extra hours will be offered on a seniority-equalization basis within regular work classifications. This type of district-wide work will be equalized separately from the in-building equalization process.

### **B. Extra Work Equalization**

When there is a need for extra work in a cafeteria whether within or outside the School Lunch Program as determined by the Director of Food Services or his/her designee, the extra work will be offered on a seniority-equalization basis as follows to all employees primarily assigned to the building (e.g. elementary head cooks who work in the Woodside Production Kitchen are not assigned extra work at Woodside.).

1. The high seniority employee is first asked to do the extra work, if said work would result in 8 hours or less work that day.
2. Once all employees have worked extra hours or have been offered extra hours during the school year, the employee with the least amount of extra hours will be asked next, as long as that employee will have less than 40 hours during that week.

3. If all employees eligible for the extra work are equal in total extra work, or if a more senior employee has less extra work, the extra work shall be offered on the basis of seniority.

**Section 6 – Equalization Process**

- A. Equalization of hours shall be on a continuous basis with the goal of keeping employee hours equal. In selecting employees for extra work, low-hour employees shall be asked first, etc., until the required number of employees needed for the extra work has been selected. For extra work purposes, it is the responsibility of each employee to furnish his immediate supervisor with a correct telephone number. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.
- B. When an employee refuses extra work or accepts it and fails to report, the employee is to be charged with the additional hours.
- C. Employees on sick leave pursuant to Article 6., Section 2., D. shall not be offered or charged hours in the equalization process if such leave is less than twenty-nine (29) consecutive calendar days.
- D. All employees on leave of any nature who have been unavailable for work for thirty (30) or more calendar days shall be placed on average overtime at the time of reinstatement to the overtime equalization lists.
- E. All employees on leave of less than twenty-nine(29) calendar days other than extended sick leave or required court appearances (including jury duty) shall be charged the hours for which they were unavailable or refused.
- F. Equalization charts shall be maintained and posted on a daily basis with low hour employee having priority for next available extra work. The chart for extra work in each building will be maintained by the building head cook. The elementary sub head cook chart will be maintained by management, and a copy of this chart will be sent each month during the school year to employees who have worked as elementary sub head cooks during that school year.
- G. Employees who do not work their regular assignment because of illness shall not be allowed extra work on such days.

**Section 7 - Payment of Overtime**

Hours worked in excess of forty (40) hours shall be paid at one and one-half (1 1/2) the regular rate.

**ARTICLE 15  
RETIREMENT**

Unless state or federal laws effective during the course of this contract are contrary, all employees are eligible to work until voluntary retirement.

**ARTICLE 16**  
**DISCIPLINE OF EMPLOYEES**

**Section 1**

Employees may be disciplined, suspended, and discharged only for just cause. The employer shall utilize corrective progressive discipline in such cases and shall initiate action within thirty (30) days of becoming aware of an employee's conduct giving rise to such action. It is understood and agreed that corrective progressive discipline allows the Board to skip lower levels of discipline and impose higher levels of discipline, including discharge, so long as there is just cause for the discipline which is imposed based upon the employee's conduct or disciplinary history.

**Section 2**

Should the disciplinary action be reversed through the grievance process, the related records shall be amended or expunged from the employee's personnel file.

**Section 3**

In all cases involving disciplinary action or discharge, union representation shall be made available prior to such action, except in cases involving probationary employees.

**ARTICLE 17**  
**EFFECT OF LEGISLATION**

If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. If agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

**ARTICLE 18**  
**BARGAINING UNIT WORK**

**Section 1**

Non-bargaining unit employees shall not be used to perform work on any job covered by this Agreement when the effect is to displace or reduce in regularly scheduled hours the regular employees in the bargaining unit. Non-bargaining unit or supervisory employees will not be used to avoid overtime work.

**Section 2**

The Board shall not contract out, sub-contract, or use non-unit employees to displace or reduce the regularly scheduled hours of unit employees. Non-bargaining unit or supervisory employees will not be used to avoid overtime work.

**Section 3**

The Board expressly reserves the following categories of work to be non-bargaining unit work:

- a) Emergencies when unit employees are not immediately available;

- b) Instruction training of employees;
- c) Cafeteria use outside the school lunch program for students.

**Section 4**

The Board reserves the right to allow all its cafeteria facilities to be used by groups without regard to the provisions of this Agreement if the group's purposes are not to reduce or displace the district's food services to students in the school lunch program. When the cafeteria facilities are so used it is the administration's responsibility to insure that the facilities are left in proper order for employees in the school lunch program.

**Section 5**

When a group or organization is using the cafeteria facilities outside the regular school lunch program, the administration shall determine if regular school lunch program employees are needed to work for or with the group or organization. If such persons have to be hired a notice will be given to the employees in the building where the activity will occur. If necessary, employees district-wide will be notified. If more volunteers than necessary are solicited, the employees will be selected by seniority. Employees will have two (2) days from the time of notification to indicate their intention to work.

**ARTICLE 19**  
**STRIKES AND SANCTIONS**

**Section 1**

Neither the Union nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in, any strike or stoppage of work as defined by Section 1 of the Michigan Public Acts #336 of 1947 as amended.

**Section 2**

The Union will not support the action of any employee taken in violation of Section 1 nor will it directly or indirectly take reprisals of any kind against any employee who continues or attempts to continue the proper performance of her/his duties or who refuses to participate in any of the activities prohibited by Section 1.

**Section 3**

Violation of Section 1 by any employee or group of employees will constitute just cause for discipline up to and including discharge.

**Section 4**

The Board, in the event of violation of Section 1 or 2 will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.



prior to January 1, 2005, shall receive a twenty cent (20¢) per hour increase. There shall be no stipend for employees completing said training or certification on or after January 1, 2005.

- G. Van Driver: The Van Driver rate [cook helper rate plus an additional twenty-five cents (25¢) per hour] is for driving time exclusive of any time spent traveling to the beginning of the driving assignment or from the end of the driving assignment.

### **Section 2 – Workdays and Holidays**

- A. All employees shall be paid for all days worked.
1. All employees shall be required to work on all days students are in full day attendance. On early release days, late start days, and other days determined by the administration, head cooks shall work unless using appropriate paid or unpaid leave. On days other than days students are in full attendance, other cafeteria employees shall work when directed by administration. On such workdays assigned by the administration, administration may assign work hours that are different than those normally worked by employees.
  2. All employees shall be required to work:
    - a. one or two workdays as scheduled prior to the students' first day;
    - b. in-service time as determined by the administration;
    - c. the end of school year exam days at the secondary buildings when such work is determined by the administration;
    - d. the scheduled workday following the students' last day.

Employees shall be paid only for hours worked.

- B. All cafeteria employees shall be paid their regular wage for the following days, provided that the employee is at work or is on paid leave for the one (1) workday preceding and the one (1) workday following the day or days listed below:

Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Monday during spring recess, Memorial Day.

Employees will be paid for their regularly assigned hours unless all conditions apply as follows:

1. The employee works in a longer hours substitute assignment at least two (2) work weeks immediately preceding the holiday and at least one (1) workday following the holiday. Should the holiday in question be Labor Day, the two (2) work week provision will be waived if the employee began the school year in the longer hour substitute position and continued in the position through at least one (1) workday following Labor Day;
2. The employee who is being substituted for is not on paid leave (i.e. sick leave and/or personal business leave).

If all of the above conditions apply, an employee will receive holiday pay at the longer hours worked in a substitute assignment prior to and after the holiday.

### **Section 3 – School Closings**

When regularly scheduled student attendance days are canceled due to weather or other emergencies employees generally do not report to work. The first two (2) regularly scheduled student attendance days that are canceled due to weather or other emergencies, when not required to be made up, shall be paid, non-workdays for employees (employees who had already reported to work prior to the cancellation shall be allowed to depart as soon as possible). For days other than those first two (2) regularly scheduled days referenced above on which a cook arrived at school prior to receiving

notification of school cancellation, the cook shall be paid for the greatest of the following: one hour as "show-up time"; hours worked up to two (2) hours; more than two (2) hours if approved by management.

On days that are re-scheduled by the Administration, employees shall work on and be paid for the rescheduled days. Employees who have begun work prior to the school closing shall finish immediate tasks so as to minimize waste of any foods or other resources.

Whenever the administration delays the start of classes at some or all of the buildings, employees shall be expected to work their regular hours except that when the Administration determines that breakfast will not be served, hours may be reduced. Should it be necessary to make up the day, employees will be paid for the additional day.

**Section 4 – Employee Benefits**

**A. Groups of Employees for Insurance Benefits shall be as follows:**

Shall pertain to regularly scheduled hours of work each week as follows:

Group I Employees working thirty (30) or more hours or designated as head cook

Group II Employees working at least fifteen (15) hours but less than thirty (30) hours

Group III Employees working less than fifteen (15) hours

**B. Long Term Disability: All employees in Group I shall be provided long term disability insurance, by a carrier determined by the Board, providing two-thirds (2/3) coverage of wages up to a maximum of three thousand dollars (\$3,000.00) per month.**

**Long Term Disability Insurance** -- will include the following provisions:

66 2/3% of salary after ninety (90) calendar day qualifying period

\$3,000.00 monthly maximum

24 hour coverage, immediate employee eligibility

Pre-existing conditions, limitation waived

Social Security freeze with family offset

50% maximum offset to benefit of wages

Six (6) months before new waiting period is required

Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.

L.T.D. after ninety (90) days

Mental, nervous, drug and alcohol

These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

**C. Medical Insurance**

- 1) Group I employees hired prior to January 1, 2003 shall be eligible for single, 2 person, or full family coverage; Group I employees hired on or after January 1, 2003, shall be eligible only for single person coverage. The Board shall provide hospitalization/medical coverage comparable to the MEBS - 3 Star benefit level with the carrier determined by the Board from among the following:

1. MASB - SET
2. MEBS
3. MESSA

Also, the parties may mutually agree to provide medical insurance through any other carrier and may mutually agree to provide a benefit level not comparable to MEBS – 3 Star. As with the predecessor **Master Agreement**, at the time of contract ratification the Board provides SET Ultra Med Preferred I and HealthPlus IK medical plans.

The Board-paid premium contributions for each of three (3) hospitalization/medical coverage plans (single subscriber, two-person, and full family) for each contract year shall be capped at the following amounts. Each employee receiving medical insurance coverage shall be responsible for paying premium amounts in excess of these amounts.

Specifically, maximum Board-paid monthly premiums will be as follows:

	<b>2004-2005</b>	<b>2005-2006</b>
Single	\$372	\$409
2 person	\$785	\$864
Full Family	\$883	\$971

For 2006-2007, the Board-paid premium contribution shall be capped at an amount equal to the 2006-2007 full premium amount of the HealthPlus IK medical plan (or comparable plan if the plan name is revised by HealthPlus).

The Union may initiate discussion with the Board regarding change of benefit levels and/or carriers for the purpose of exploring ways to maintain costs of medical insurance at levels that would not require employees to pay a portion of premium costs.

Employee contributions to medical premiums as previously referenced shall occur through payroll deduction on a schedule to be determined by the Board. If an employee terminates employment prior to fulfilling his/her obligation for premium contribution, the obligation will be withheld in total from his/her final paycheck; severance benefits, if any; or by direct payment of the employee, whichever is so determined by the District.

- 2) Group II employees: Same coverage as provided to Group I. Board paid contribution limited to one-half (1/2) the premium rate.
- 3) Employees are not entitled to medical insurance provisions if employee is covered by another insurance policy or is restricted by the insurance carriers minimum hours provision.

In order to qualify for medical insurance, employees who are married must provide the District with a written statement that their spouse is either not employed or employed. If employed, the employee must indicate whether the spouse is self-employed or not. If a spouse is unemployed or self-employed, the employee is eligible for medical benefits pursuant to related contract provision. If a spouse is employed other than by self-employment, the spouse's employer must be asked to supply the District written verification that the spouse has no medical insurance, the employer cannot drop the spouse's medical insurance, or that the spouse cannot drop his/her medical insurance without also losing dental and/or vision coverage; in such cases the employee is



eligible for medical benefits pursuant to related contract provision. If the employer refuses to supply such written verification, the District will contact the employer to request such verification and to confirm that no such verification will be forthcoming; medical benefits will be provided while the District seeks such confirmation.

D. **Medical Insurance Waiver Plan (MIWP)**

Group I employees hired prior to January 1, 2003 who do not take the medical insurance described above in "C" shall receive a MIWP payment of \$50 per month. Group I employees hired on or after January 1, 2003 who do not take the medical insurance described above in "C" shall receive a MIWP payment of \$25.00 per month.

E. **Life Insurance**

Group I	\$15,000
Group II	\$ 8,000
Group III	\$ 2,000

F. **Dental Insurance**

- 1) The Board shall provide Group I employees dental insurance providing 80% coverage in Class I, Class II, Class III, and Class IV with an annual maximum per eligible person of \$1000 per year for Class I, Class II, and Class III. The maximum lifetime payment for Class IV is \$800 per eligible person.
- 2) The Board shall provide Group II employees dental insurance providing 50% coverage in Class I, Class II, Class III, and Class IV with an annual maximum per eligible person of \$1000 per year for Class I, Class II, and Class III. The maximum lifetime benefit for Class IV is \$1000 per eligible person.
- 3) If any Group I employee has a spouse enrolled in a coordinating plan through the District or through another employer, s/he shall be enrolled in the 50% plan described above.

G. **Optical Insurance**

- 1) The Board shall provide Group I employees a MESSA VSP 3 plan as described by MESSA.
- 2) The Board shall provide Group II employees a MESSA VSP I plan as described by MESSA.

H. **Years of Service Payment**

- 1) Years of service payment shall be based on full school years of continuous service as an employee of the district in a regular employee position.
- 2) Employee must be employed as of June 1 of the fiscal year.
- 3) No proration of benefits except for employees who have worked or been on paid leave through at least the end of the first semester. For such a proration, longevity will be the number of days worked using the following formula: longevity amount/number of days in employee's regular work year times the number of days worked.

For example:  $\$425/188 \text{ days} \times 140 \text{ days} = \$316.40$

4) Benefit class is based on regular employment for the majority of the sixth month prior to June 1 or prior to the last day worked for an employee on leave all or part of second semester.

5) To be paid June 30:

	5 hour or More Cafeteria Employees	All Other Regular School Year Employees
5 - 7 years	\$325	\$225
8-11 years	\$375	\$275
12-15 years	\$400	\$300
16 + years	\$425	\$325

I. Upon retirement or voluntary termination, an employee with a minimum of ten (10) years service shall be granted thirteen dollars (\$13.00) for each accumulated sick leave day (day equals 8 hours), not to exceed the accumulation limits set forth in Article 6, Section 2, Paragraph C, except for employees who may have greater accumulations as of June 23, 1982.

J. **Mileage Reimbursement**

Mileage reimbursement at the prevailing IRS rate shall be paid to employees for required work-related use of a personal automobile as follows:

- 1.) Mileage from the regular work site to and from a required meeting unless said meeting is at the end of the workday and is on the general way home for the employee; no mileage will be paid to an in-district meeting at which the employee begins his/her workday or from such a meeting to the regular work site;
- 2.) Mileage to and from out-of-district required meetings;
- 3.) Required travel between regular worksites of an employee.

Mileage reimbursement will not be paid for situations other than those described above. Said reimbursement shall be paid immediately following completion of a school year, though mileage report forms shall be submitted to the Director of Food Services at the end of each month. An exception to this annual reimbursement shall be monthly reimbursement to employees with assignments requiring regular weekly travel between regular worksites.

**TERM OF AGREEMENT, SPECIAL PROVISIONS  
AND RE-OPENER PROVISION**

**Section 1**

This Agreement shall become effective on date of ratification and shall remain in full force and effect without change, addition, or amendment until the 30th day of June, 2007.

**Section 2**

Notice of intent to re-open this Agreement for purposes of negotiating a successor Agreement as to wages, hours and conditions of employment shall be given in writing by the party desiring to re-open the Agreement on or before April 15, 2007, and negotiations shall commence as soon thereafter as feasible.

**Section 3**

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

**Section 4**

The Board shall pay the cost of printing the Agreement. One copy shall be provided each employee. A maximum of ten (10) copies shall be provided to the Union Office.

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 591  
AFL-CIO**

**BOARD OF EDUCATION  
OF THE LAPEER COMMUNITY  
SCHOOLS**

By \_\_\_\_\_  
Cynthia Britton  
President, Local 591

By \_\_\_\_\_  
Peggy Bush, President

By \_\_\_\_\_  
Sharla Russell  
Unit Chairperson

By \_\_\_\_\_  
Pat Lamoreaux, Secretary

**APPENDIX A  
JOB DESCRIPTIONS**

**LAPEER COMMUNITY SCHOOLS**  
**JOB DESCRIPTION**

- I. JOB TITLE:** Head Cook (Cook I)
- II. REPORTS TO:** Building Principal (or designee) and Director of Food Services
- III. GENERAL DESCRIPTION OF POSITION:**  
This classification is responsible for serving students attractive and nutritious meals in an atmosphere of efficiency, cleanliness, and warmth.
- IV. GENERAL RESPONSIBILITIES:**
- A. Supervise and instruct kitchen personnel in the safe, proper, and efficient use of all kitchen equipment and the total kitchen atmosphere.
  - B. Maintain the highest standards of safety and cleanliness in the kitchen.
  - C. Determine the quantities of each food to be prepared daily.
  - D. Prepare food according to a planned menu and uniform recipes, and determine if the finished product is of the best quality, both in flavor and appearance, before it is served.
  - E. Abide by all local and state health and safety regulations.
- V. ESSENTIAL JOB DUTIES:**
- A. Assign jobs to other workers in the kitchen.
  - B. Report to the Director of Food Services any faulty or inferior quality food which is received.
  - C. Make sure that food waste is kept at a minimum and utilize all leftovers as much as possible on a succeeding day's menu.
  - D. Supervise the daily cleaning of all kitchen equipment, and the washing and sterilizing of all dishes, silverware, and utensils.
  - E. Report any and all unsafe or hazardous conditions and all personal injuries immediately.
  - F. Be responsible for an accurate lunch count and handling of money.
  - G. Be responsible for recording daily work sheets and ordering of supplies.
  - H. Be responsible for familiarizing cook helpers with the duties and responsibilities needed in case of absences.
  - I. Oversee the locking of the storeroom, refrigerator, freezer, milk cooler, etc.
  - J. Communicate with other workers in the kitchen, as necessary, regarding employee and department matters that emanate from the food services director's office and/or central office.
  - K. Report immediately to the Director of Food Services any problems or accidents occurring in the kitchen or cafeteria premises.
  - L. Confer with the Director of Food Services regarding any personnel problems.
- VI. AUXILIARY JOB DUTIES:**  
Perform any other food services related duties as assigned by the Director of Food Services.

**LAPEER COMMUNITY SCHOOLS**  
**JOB DESCRIPTION**

**I. JOB TITLE:** Cook Helper

**II. REPORTS TO:** Head Cook

**III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for assisting in the serving of attractive and nutritious meals in an atmosphere of efficiency, cleanliness, and friendliness.

**IV. GENERAL RESPONSIBILITIES:**

- A. The helpers responsibilities shall include, but not be limited to, the areas of taking cash, dishwashing, cleaning, and serving food.
- B. Operate and have knowledge of all kitchen equipment.
- C. Keep well informed on current and planned food service procedures, policies, and regulations.
- D. Abide by all state and local health and safety regulations.

**V. ESSENTIAL JOB DUTIES:**

- A. Prepare food.
- B. Serve food.
- C. Clean work areas, equipment, and eating utensils.
- D. Carry cases of milk, as necessary.
- E. Lift items weighing up to 35 pounds.
- F. Take and count cash, as necessary.

**VI. AUXILIARY JOB DUTIES:**

Perform any other food services related duties as assigned by the Head Cook or Director of Food Services.

**LAPEER COMMUNITY SCHOOLS  
JOB DESCRIPTION**

**I. JOB TITLE:** Van Driver

**II. REPORTS TO:** Director of Food Services or designee

**III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for loading, unloading, and driving of District vehicle(s) between buildings to deliver foods, stock, and supplies for the school lunch program for students. This position requires this employee to have a chauffeur's license.

**IV. GENERAL RESPONSIBILITIES:**

- A. The van drivers responsibilities shall include, but not be limited to, the areas of loading, unloading, and driving District vehicle(s) to deliver foods, stock, and supplies for the school lunch program.
- B. Safely operate and have knowledge of vehicle(s) to be driven and all kitchen equipment.
- C. Keep well informed on current and planned food service procedures, policies, and regulations.
- D. Abide by all state and local health and safety regulations and driving laws.

**V. ESSENTIAL JOB DUTIES:**

- A. Lift items weighing up to 35 pounds.
- B. Drive district vehicle to deliver prepared foods, stock, and supplies between buildings as assigned.

**VI. AUXILIARY JOB DUTIES:**

Perform any other food services related duties as assigned by the Head Cook or Director of Food Services.

**LAPEER COMMUNITY SCHOOLS**  
**JOB DESCRIPTION**

- I. JOB TITLE:** Production Leader
- II. REPORTS TO:** Director of Food Services

**III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for setting production and leading food preparation at central production centers and coordinating operations between the production centers and service sites.

**IV. GENERAL RESPONSIBILITIES:**

- A. Set amounts of food to be prepared in central production and schedule deliveries between production center and service sites according to a planned menu and standard recipes.
- B. Supervise and instruct central production employees in safe, efficient production procedures, proper use of kitchen equipment, and total production and delivery operations.
- C. Maintain the highest standards of sanitation and safety in production facilities and operations, in accordance with local state health and safety regulations.
- D. Maintain high quality in centrally prepared products.

**V. ESSENTIAL JOB DUTIES:**

- A. Assign jobs to central production employees.
- B. Inspect quality of central production products for correct temperature, appearance, texture, and flavor.
- C. Be responsible for central production records, perpetual inventory, delivery schedules, and packing sheets.
- D. Supervise packing and labeling of central production food.
- E. Coordinate central production and deliveries between production centers and service sites.
- F. Be responsible for weekly inventorying and ordering of stock and supplies for central production.
- G. Receive, check delivery slips, and supervise placement and storage of central production stock and supplies.
- H. Report to the Director of Food Services any faulty or inferior quality stock received for central production.
- I. Make sure that central production waste is kept at a minimum and that stock is rotated to ensure first in - first out.
- J. Supervise the daily cleaning and sanitizing of central production equipment and utensils.
- K. Be responsible for familiarizing central production employees with the duties and responsibilities needed in case of absences.
- L. Communicate with central production employees, as necessary, regarding employee and department matters that emanate from the Director of Food Service's office and/or central office.



**JOB TITLE: Production Leader - Page 2**

- M. Report immediately to the Director of Food Services any problems or accidents occurring in central production operations.
- N. Confer with the Director of Food Services any employee problems.

**VI. AUXILIARY JOB DUTIES:**

Perform any other related duties as assigned by the Director of Food Services.

**APPENDIX B**  
**LETTERS OF UNDERSTANDING AND AGREEMENT**

**LETTER OF AGREEMENT  
JOINT LABOR MANAGEMENT (JLM)**

The parties agree that Joint Labor-Management Committee should be formed and should continue to operate during the term of this contract. The Committee would consist of three (3) employees appointed by the Union and three (3) persons appointed by the Board. A quorum for a meeting of the Committee would be six (6) people. The Committee may meet on a monthly basis as mutually agreeable. Either the Board or Union may send alternate, substitute representatives, and others. Either party at its discretion, may request additional meetings beyond the regularly scheduled meetings. The Union representatives (up to 3) shall be paid for up to one (1) hour per meeting per month.

**LETTER OF AGREEMENT**  
**SPECIAL FOOD SERVICES PROGRAM**

**STATEMENT OF NEED**

The *Master Agreement* stipulates that bargaining unit work is defined as the "school lunch program for students." The District, however, provides food services for students, staff, and the community outside of the school lunch program for students. It is mutually agreed that while the Board has the right to operate non-school lunch food service programs without Union participation, the most successful such program will include active participation of the school lunch program employees and Union leadership.

Therefore, it is agreed that a Special Food Services Program be developed and operate consistent with the following:

**PURPOSE**

- < To develop a skilled team of food service specialists to meet District food service needs outside of the school lunch program for students.
- < To provide additional work opportunities for school food service employees.

**PLANNING AND DEVELOPMENT**

A Joint Labor Management (JLM) Committee will meet at least quarterly to plan and develop operations of the Special Food Services Program. The JLM Committee will be comprised of three (3) regular members appointed by the Union and up to three (3) regular members appointed by management. Other labor and management representatives may attend and participate in committee meetings as needed.

The Committee is charged with planning and development of the Special Food Services Program including, but not limited to, the following:

1. program expansion;
2. promotion of the program;
3. general production standards for both time per task and meals per labor hour;
4. quality control;
5. training including utilization of in-house experts as trainers, and
6. program cost effectiveness.

Committee recommendations will be implemented if feasible and desirable as determined by the Director of Food Services.

The JLM Committee is further charged with exploring ramifications of granting on-site building staff the right to provide small scale services for that building (e.g. preparation of cookies or muffins for staff or parent group activities). Such exploration shall include considerations including the following:

1. complications pertaining to cost effectiveness;
2. definition of "small scale;"
3. positives and negatives of such a right;
4. proposed language to modify this Letter of Agreement, if so desired by the JLM Committee.

If proposed language is developed, the Board and Union expeditiously shall consider related modification of this Letter of Agreement.

## **ORGANIZATION**

The Special Food Services Program will be comprised of the Special Events Team.

### **SPECIAL EVENTS TEAM**

#### **Responsibilities**

The Special Events Team will provide specialty food services for staff, students, and the community outside of the District school lunch program for students. Team members will be responsible for developing and maintaining professional catering skills for food preparation and presentation. Specialty services may include, but not be limited to, refreshments, boxed meals, hors d'oeuvres, buffet and banquet meals for District and community events, and other sales of special foods and food services to District students and staff and to the Lapeer community.

#### **Preparation**

With consideration to the menu and time available as determined by District and building food service staff after considering related factors including building meals per labor hour, some food and supplies for special events will continue to be prepared during regularly scheduled work hours at the site of the special event or at one of the central production kitchens (East High School and Woodside School) or at another school worksite. Also, some extra time (to be scheduled as an extension, before or following the employee's regular work schedule) for minor set-up may be offered to employees regularly assigned to the site of the special event.

When a special event requiring extra work hours is exclusive for the staff, parents or student body at a specific school, it will be the option of the director, after input of the principal and head cook in that school, to decide if the service will be provided by the on-site food service staff or the Special Events Team. If preparation of food for such an exclusive special event can be completed within the regularly scheduled work hours of the on-site food service staff, it will be the option of the on-site staff to decide if the preparation will be completed by the on-site food service staff.

#### **Staffing/Equalization**

Size of the Special Events Team will be determined by management. The positions will be posted to all District food service employees as they become available. Members will be trained on the job by the Director of Food Services and other team members or, at the discretion of the director, will receive other training in addition to the on-the-job training.

Team members must make a one year commitment to be available to work District special events, including events held on weekends. Any member unable to consistently fulfill this commitment will forfeit her/his position on the Team.

Team members will be placed on a Special Events equalization list, and all hours for on-site activities will be equalized. Projects requiring specific expertise as determined by the director (such as entrees, cake decorating, garnishing, table decorations, baking and artistic food preparations) will not be equalized. These projects will be assigned by the Director of Food Services to individuals with the skills required to maintain consistent product quality.

A team leader may be required for some events. Team members willing to assume the responsibilities of team leader may sign up on a separate equalization list. Assignments for this position will be equalized. The responsibilities of the team leader will include:

1. Assist in planning the menu, presentation and staffing for the event;
2. Assign responsibilities to team members;
3. Oversee preparation, presentation, service and clean up for the event;
4. Complete a report following the event;

If the number of team members available for a specific event falls short of the number needed as determined by the director, help will be recruited from outside of the bargaining unit if additional help is still needed as determined by the director. Also, student servers may be utilized to enhance public relations impact of particular special events. Use of student servers shall not be for the purpose of reducing program costs or reducing work opportunity for Special Events Team members.

### **WAGE RATES**

Compensation for Special Food Services Program hours worked by bargaining unit members outside of regularly scheduled work hours will be compensated at \$8.54 per hour. The establishment of lower wage rates for non-bargaining unit workers is not intended to save costs by reducing the amount of bargaining unit member time within the Special Food Service Program. Team leaders will be paid an additional one dollar (\$1.00) per hour. The parties specifically will review this wage provision to ensure that no negative impact on bargaining unit workers occurs as the result of paying non-bargaining unit workers less than bargaining unit workers. Said review shall occur anytime pursuant to the process specified in the final paragraph below.

Neither mileage nor pay will be associated with travel between a regular worksite and a special events support work site or to a special events site.

Special food services work hours shall not be considered in relation to determining eligibility for fringe benefits.

It is mutually agreed and understood that this Letter of Agreement will be in effect upon the ratification date of the ***Master Agreement*** and will continue through June 30, 2007.

Further, the practices outlined in this letter will prevail over any contradictory contract provisions or past practices. Concerns which may arise in the process of implementing the programs will be resolved by the JLM Committee or, if necessary, by the Superintendent or her/his designee, Director of Food Services, Union president, and other Union representatives -- meeting together. Resolutions made during this concern resolution process will prevail for the remainder of the time that this Letter of Agreement is in effect.

**LETTER OF AGREEMENT  
STUDENT BREAKFASTS**

**WHEREAS**, the State mandated that students be offered a school breakfast each school day beginning in 1994-95, and

**WHEREAS**, the District piloted serving students breakfast during part of the 1993-94 school year in eight (8) District buildings, and

**WHEREAS**, SEIU - Cafeteria employees have been used to help provide these pilot breakfasts though the **Master Agreement** indicates that bargaining unit work is the "school lunch program for students," and

**WHEREAS**, District and student needs relating to breakfasts are much simpler to address than are such needs relating to the school lunch program.

**THEREFORE**, it is agreed, that as a matter of convenience, SEIU - Cafeteria will be used in all buildings during the term of this **Master Agreement** to provide student breakfast services (if such services are offered) in the capacity used during the 1993-94 pilots.

**FINALLY**, it also is agreed that this letter and resultant actions shall not be considered precedent setting in any way whatsoever.

**LETTER OF UNDERSTANDING  
RE: WORKDAY FOLLOWING STUDENTS' LAST DAY**

**WHEREAS**, the *Master Agreement* stipulates that "all employees shall be required to work the scheduled workday following the students' last day," and

**WHEREAS**, "short-hour" cooks helpers at East and West High School have requested to work some or all of their last day hours, as referenced previously, on the last student workday during which no lunch will be served due to it being an early release day, and

**WHEREAS**, approval of such request would facilitate a productive workday and is supported by Food Service Management and head cooks, and

**WHEREAS**, such approval would not result in any overtime pay.

**THEREFORE**, it is hereby agreed that short hour cooks helpers may work up to 8 hours on the students' last day, if students are not being served lunch that day, in lieu of working the scheduled work hours the day following the students' last day. Such arrangement shall not result in any paid break (including lunch) time beyond these employees' normal assignments.



**LETTER OF AGREEMENT  
RE: SICK LEAVE TRANSFER**

**WHEREAS**, occasionally an employee may personally experience an illness or injury that results in the need for an absence from work, and

**WHEREAS**, such an absence can result in loss of pay if paid leave has been exhausted by the employee, and

**WHEREAS**, for humanitarian reasons, an employee may wish to transfer a paid sick leave day(s) to another employee who has exhausted all paid leave due to such an illness or injury;

**THEREFORE, IT IS AGREED** that on an occasional basis in order to assist a co-worker in the cafeteria unit deal with an emergency situation, an employee may volunteer to donate up to five (5) of the co-worker's days each fiscal year to any employee who has exhausted all paid leave including vacation leave. Such donations shall be governed by the following:

1. The donor voluntarily must request that the administration transfer sick leave to another employee; such request may not be solicited by the recipient.
2. The recipient must provide written doctors verification of said medical situation and accept the donated day(s).

**IT IS AGREED AND UNDERSTOOD** that such transfer of days shall be for acute and immediate need pertaining to the employee's illness or injury (i.e. not for illness or injury of a relative) and shall not be authorized for follow-up matters pertaining to the emergency or for long-term consequences of the emergency situation.

**FINALLY**, if anything pertaining to this Letter of Agreement is determined to be inappropriate in relation to standards determined by auditors, the IRS, legislation, the District, or a court of law or if either the Board or Union determine to terminate this agreement, termination shall occur immediately. If termination were to occur, nothing pertaining to this Letter of Agreement shall be considered precedent setting in any way whatsoever.

**LETTER OF AGREEMENT  
EMPLOYEE SUGGESTION INCENTIVE**

Cost saving suggestions are always welcome to improve our department's efficiency and profitability. Employees are encouraged to present written suggestions to the Administration regarding ideas, procedures, and products that will improve the efficiency and profitability of the department.

When these ideas are implemented and found to be successful, employees will be eligible for cash awards. These awards will range from \$25 to \$500 based on the savings to the department.

Assistant Superintendent of Finance or designee, Director of Food Services, Assistant Director of Food Services, and one Union representative will be the committee to evaluate each idea and set the prize amount, if any.

**LETTER OF AGREEMENT  
PRODUCTIVITY INCENTIVE PROGRAM**

Good productivity is beneficial to the employee, union and administration. Therefore, monetary compensation under this contract will be given to those buildings that improve in productivity compared each month with the corresponding month the prior year.

Productivity is defined as the number of hours needed to prepare, serve and clean in relation to the students' breakfast, lunch, and ala carte sales for each building.

1. Productivity will be measured on a monthly basis excluding Woodside hours for those cooks who work there daily.
2. Hours will be calculated using times recorded on the bi-weekly time sheets and will be divided into that school's monthly total of breakfast, lunch and ala carte sales.
3. All food service employees will be eligible to participate in Productivity Incentive Program per building.
4. Productivity will be calculated for the prior month between the 5<sup>th</sup> and 15<sup>th</sup> on the following month and will be compared with productivity on the corresponding month in the prior fiscal year (e.g. October 2004 productivity will be compared with October 2003 productivity). Productivity incentive will be paid on the next available paycheck. Employees who were hired in or transferred during the preceding month will have their productivity pro rated per building, per day.
5. Employees on leave days, either paid or unpaid, will have their productivity pay out prorated by days off for those days not worked. (e.g.: 20 day work month, 4 sick days =20% of worked missed, receive 80% of pay out.)
6. Employees must be employed with Lapeer Community Schools at the time of pay out to receive previous month's incentive pay.
7. Productivity Incentive Plan starts October 1 and runs through May 31<sup>st</sup> each school year.
8. Inservice days and/or cleaning days are not counted in monthly calculations.
9. At any time during this contract, either the Union or Administration can discontinue the "Productivity Incentive Program" upon thirty (30) days written notice.
10. Elementary Head Cook subs will be paid out of their own building unless they work more than 25% of the scheduled work days in that month out of their home building. In that case, productivity pay out will be prorated between buildings worked.
11. Total monthly payout per building is calculated based on percentage increase in the number of meals served in relation to the same month the prior fiscal year. This total monthly payout shall be as follows:

	<u>&gt; 30 meals per hour</u>	<u>25 &gt; 30 meals per hour</u>	<u>&lt; 25</u>
<u>meals per hour</u>			
3%+	\$ 60.00	\$ 50.00	\$ 25.00
5%+	\$100.00	\$ 75.00	\$ 50.00
8%+	\$200.00	\$125.00	\$ 75.00
10%+	\$200.00	\$150.00	\$100.00

12. Payout distribution per employee shall be determined by dividing the total monthly payout per building (as determined in #11, above) as follows:

School of 1 employee: divide total by 1

School of 2 employees: Head Cook - 65%; Cook's Helper - 35% of total

Zemmer Junior High: Head Cook - 30%; Cook's Helpers - 70% of total

High School: Head Cook 20%; 2 sub Head Cooks 20%;  
Cook's Helpers 60% of total

Woodside:

Production Leader, if one exists, will receive the average of all ten elementary Head Cook payouts;

Head Cook will receive 50% of the Cooks Helper payout of any satellite elementary schools for which s/he cooks plus 50% of the Woodside payout;

Cooks Helper will receive 25% of the Woodside payout;

Van Driver will receive 25% of the Woodside payout plus 50% of the average of all elementary Cooks Helper payouts.

**Examples:**

**HS +3% <25**

14 employees x \$25.00 =	\$350.00	
head cook 20% of \$350.00=		\$ 70.00
sub head cooks =		\$ 70.00/\$35.00 each
helper pool \$350.00 - \$140.00 =		\$210.00
12 helpers / \$210.00 =		\$ 17.50

**Elementary +5% <25**

2 employees x \$50.00 =	\$100.00	
head cook 65% =		\$ 65.00
cook helper 35% =		\$ 35.00

**Zemmer +5% <25**

5 employees x \$50.00 =	\$250.00	
head cook 30% of \$250.00 =		\$ 75.00
cook helpers (4) 70% of \$250.00 =		\$175.00
elpers /\$175.00 =	\$ 43.75	

13. Head cooks will receive incentive payout from their home school only. Further, the hour(s) that head cooks work in other buildings will be added to those other buildings' daily hourly counts.

Finally, it is agreed that the parties indicated below will review this Productivity Incentive Program prior to each subsequent contract year and that changes in the program can be made by mutual agreement during any year of this **Master Agreement**.

## LETTER OF AGREEMENT EVALUATIONS

The Board and the Union recognize the right, duty, and responsibility of management to make periodic evaluations of the performance of employees. The objectives of the evaluation process are as follows:

1. To provide a fair and equitable evaluation system that will help to provide the best possible employees for the Lapeer Community Schools;
2. To provide recognition of employee strengths and weaknesses as well as to provide assistance to employees who seek to improve their effectiveness or who need to correct deficiencies which have been identified;
3. To facilitate communication between Director of Food Services and employee about job expectations and performance;
4. To provide written documentation of performance for use in transfers and promotions;
5. To clarify job expectations.

A. Evaluators

The Director of Food Services and/or Assistant Director of Food Services, considering input from the building principal or assistant principal, evaluates employees assigned to a particular position. This Director of Food Services or other designee of the superintendent is referred to as the "evaluator" hereinafter.

B. Representation

An employee may have a representative of the Union present at any evaluation conference. The employee is responsible for arranging such representation.

The evaluation of non-probationary employees is subject to the grievance procedure to the superintendent level only (Level Three).

C. Evaluation Procedure

1. The work performance of an employee shall be evaluated at least annually. It is mutually agreed and understood that evaluations may occur as frequently as needed in the judgment of the evaluator.
2. Before an employee is rated as unsatisfactory in his/her job performance, the evaluator shall meet with the individual prior to such a rating being submitted in order to put the employee on notice that his/her job performance is not satisfactory and to discuss means of improvement.
3. If an employee will receive an unsatisfactory overall performance summary, the employee will be notified of such rating prior to the evaluation review meeting so that he/she may arrange for Union representation if so desired. If the employee is rated unsatisfactory in his/her job performance at the evaluation review, the evaluator will counsel the employee as to how to improve and how to proceed in order to strengthen the weakness(es).
4. The employee may attach a rebuttal to any "Performance Rating Report" he or she is in disagreement with.

D. Probationary Employees

Probationary employees shall be evaluated prior to the conclusion of their probationary period. The evaluation of probationary employees shall not be subject to the grievance procedure.

LAPEER COMMUNITY SCHOOLS  
COOK/COOKS HELPER  
EMPLOYEE PERFORMANCE RATING  
REPORT

EMPLOYEE NAME (PRINT) \_\_\_\_\_ DATE OF REPORT \_\_\_\_\_  
 POSITION OR TITLE \_\_\_\_\_ DATE OF LAST REPORT \_\_\_\_\_

REASON FOR EVALUATION:  
 PROBATIONARY EMPLOYEE \_\_\_\_\_  
 PERIODIC REVIEW \_\_\_\_\_  
 ASSIGNMENT CHANGE \_\_\_\_\_

HOW LONG HAS EMPLOYEE WORKED IN THIS UNIT? \_\_\_\_\_  
 HOW LONG HAS EMPLOYEE WORKED IN THIS POSITION? \_\_\_\_\_

1. WHAT SPECIFIC ACCOMPLISHMENTS/ACHIEVEMENTS HAS THE EMPLOYEE CONTRIBUTED TO DURING THIS REPORTING PERIOD?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. WHAT ARE THE EMPLOYEE'S STRENGTHS AND/OR SPECIAL QUALIFICATIONS?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PERFORMANCE RATING FACTORS (X)

RATING:	UNSATISFACTORY	BELOW AVERAGE	AVERAGE	ABOVE AVERAGE	OUTSTANDING
A. Work Quality	A _____	A _____	A _____	A _____	A _____
B. Work Quantity	B _____	B _____	B _____	B _____	B _____
C. Safety Consciousness	C _____	C _____	C _____	C _____	C _____
D. Appropriate Apparel	D _____	D _____	D _____	D _____	D _____
E. Attendance	E _____	E _____	E _____	E _____	E _____
F. Punctuality	F _____	F _____	F _____	F _____	F _____
G. Dependability	G _____	G _____	G _____	G _____	G _____
H. Communication Skills	H _____	H _____	H _____	H _____	H _____
I. Use of good judgment	I _____	I _____	I _____	I _____	I _____
J. Job commitment	J _____	J _____	J _____	J _____	J _____
K. Initiative	K _____	K _____	K _____	K _____	K _____
L. Employee Relations	L _____	L _____	L _____	L _____	L _____

USING SECTION 3 BELOW, PROVIDE COMMENTS FOR ALL RATINGS OF LESS THAN AVERAGE

3. IN WHAT AREA (S) AND/OR WAY (S) DOES THE EMPLOYEE NEED TO IMPROVE TO ENHANCE PERFORMANCE?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. HAS IMPROVEMENT TAKEN PLACE IN AREAS DETERMINED TO BE DEFICIENT, IF ANY, IN PREVIOUS PERFORMANCE EVALUATIONS?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. STATE ANY OTHER FACTORS, CIRCUMSTANCES, OR CONDITIONS NOT INDICATED ABOVE WHICH HAVE AN INFLUENCE ON THE EMPLOYEE'S PERFORMANCE RATING FOR THIS REPORTING PERIOD.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. EMPLOYEE GOAL (S) – CONSISTENT WITH THE DISTRICT'S BELIEF IN CONTINUOUS IMPROVEMENT, EACH EMPLOYEE ESTABLISHES ANNUAL GOALS THAT ARE INTENDED TO IMPROVE EMPLOYEE PERFORMANCE OR OTHERWISE SUPPORT BUILDING/DEPARTMENT INITIATIVES. SUCH GOALS ARE DEVELOPED BY THE EMPLOYEE IN CONSULTATION WITH THE SUPERVISOR AND MAY BE MORE OR LESS THAN ONE YEAR IN DURATION.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. CENTRAL MANAGEMENT COMMENTS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CENTRAL MANAGEMENT SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

8. PERFORMANCE SUMMARY (X)  
\_\_\_\_ UNSATISFACTORY  
\_\_\_\_ BELOW AVERAGE  
\_\_\_\_ AVERAGE  
\_\_\_\_ ABOVE AVERAGE  
\_\_\_\_ OUTSTANDING

DEVELOPMENT SUMMARY  
\_\_\_\_ CAPABLE OF ASSUMING SOME ADDITIONAL RESPONSIBILITIES  
\_\_\_\_ READY FOR ADDITIONAL RESPONSIBILITY

ADDITIONAL TRAINING NEEDED:

SUPERVISOR'S SUMMARY COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUPERVISOR'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

Employee's signature signifies receipt of this evaluation but not necessarily agreement with all of its contents.

**EMPLOYEE PERFORMANCE RUBRIC****A. Work Quality**

<b>Unsatisfactory</b>	<b><i>The employee demonstrates a lack of attention to quality work within the work assignment.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory performance but below average performance.</i></b>
<b>Average</b>	<b><i>The employee consistently completes work of a quality nature.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding.</i></b>
<b>Outstanding</b>	<b><i>The employee completes quality work in every situation and consistently exceeds expectations.</i></b>

**B. Work Quantity**

<b>Unsatisfactory</b>	<b><i>The employee is unable and/or unwilling to regularly complete the expected work assignments.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average.</i></b>
<b>Average</b>	<b><i>The employee consistently completes the expected quantity of work.</i></b>
<b>Above Average</b>	<b><i>Above average but less than outstanding.</i></b>
<b>Outstanding</b>	<b><i>The employee consistently completes more work than is expected.</i></b>

**C. Safety Consciousness**

<b>Unsatisfactory</b>	<b><i>The employee allows the physical environment and/or work activities to be unsafe.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average.</i></b>
<b>Average</b>	<b><i>The employee works to create a physical environment that is safe and adheres to expected safety procedures.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding.</i></b>
<b>Outstanding</b>	<b><i>In addition to working to create a physical environment that is safe and adhering to expected safety procedures, the employee consistently makes suggestions that enhance the safety of the physical environment and/or routines.</i></b>



**D. Appropriate Apparel**

<b>Unsatisfactory</b>	<b><i>The employee neglects grooming, or is careless about clothing or dressing appropriately.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average.</i></b>
<b>Average</b>	<b><i>The employee appears well groomed on all occasions and shows care and attention to appropriate clothing.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding</i></b>
<b>Outstanding</b>	<b><i>The employee sets an excellent example for other employees by adhering to the highest standards of grooming and clothing.</i></b>

**E. Attendance**

<b>Unsatisfactory</b>	<b><i>The employee is frequently absent from work and seldom accrues paid sick leave and personal business leave from year-to-year.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average.</i></b>
<b>Average</b>	<b><i>The employee is absent only occasionally unless for a long-term, serious health condition.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding</i></b>
<b>Outstanding</b>	<b><i>The employee is absent infrequently and consistently carries accrued sick leave and personal business leave over year-to-year.</i></b>

**F. Punctuality**

<b>Unsatisfactory</b>	<b><i>The employee frequently is late for work and/or often does not complete assignments in a timely manner.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average</i></b>
<b>Average</b>	<b><i>The employee consistently is on time for work and completes assignments in a timely manner.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding</i></b>
<b>Outstanding</b>	<b><i>The employee is always punctual and often completes responsibilities prior to deadlines.</i></b>

**G. Dependability**

<b>Unsatisfactory</b>	<b><i>The employee avoids responsibilities, is slow in completing responsibilities, and/or expresses a negative attitude toward expectations.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average</i></b>
<b>Average</b>	<b><i>The employee accepts responsibility and completes assignments in a timely manner.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding</i></b>
<b>Outstanding</b>	<b><i>The employee is eager to assume responsibilities beyond normal expectations and is dependable in accomplishing all responsibilities.</i></b>

**H. Communication Skills**

<b>Unsatisfactory</b>	<b><i>The employee consistently uses incorrect and/or inappropriate language.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average</i></b>
<b>Average</b>	<b><i>The employee consistently uses correct and appropriate language.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding</i></b>
<b>Outstanding</b>	<b><i>The employee consistently utilizes exemplary language and sets an excellent example for others.</i></b>

**I. Use of Good Judgment**

<b>Unsatisfactory</b>	<b><i>The employee regularly gets into negative situations and/or inappropriate situations because of not using good judgment.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average</i></b>
<b>Average</b>	<b><i>The employee consistently utilizes good judgment in all work situations.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding</i></b>
<b>Outstanding</b>	<b><i>The employee consistently demonstrates exemplary use of good judgment which enhances relationships with others and performance of job requirements.</i></b>

**J. Job Commitment**

<b>Unsatisfactory</b>	<b><i>The employee often avoids responsibilities, is slow in completing responsibilities, or expresses negative attitude toward work expectations.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average</i></b>
<b>Average</b>	<b><i>The employee assumes responsibilities, is always dependable, suggests ideas, and encourages others.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding</i></b>
<b>Outstanding</b>	<b><i>The employee displays the highest amount of initiative, enthusiasm, and dependability in meeting responsibilities and job expectations.</i></b>

**K. Initiative**

<b>Unsatisfactory</b>	<b><i>The employee regularly lacks initiative and, therefore, does not adequately complete work assignments.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average</i></b>
<b>Average</b>	<b><i>The employee demonstrates initiative by adequately completing work expectations and, occasionally, suggests ways to perform responsibilities in a different fashion.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding</i></b>
<b>Outstanding</b>	<b><i>The employee demonstrates the highest initiative as evidenced by consistently completing work assignments in superlative fashion and regularly suggests ways to perform responsibilities in a different fashion.</i></b>

**L. Employee Relations**

<b>Unsatisfactory</b>	<b><i>The employee frequently acts and/or speaks with staff in a manner that does not promote positive employee relations.</i></b>
<b>Below Average</b>	<b><i>Above unsatisfactory but below average</i></b>
<b>Average</b>	<b><i>The employee consistently acts toward and/or speaks with staff in a professional and cordial manner which promotes positive employee relations.</i></b>
<b>Above Average</b>	<b><i>Above average but below outstanding</i></b>
<b>Outstanding</b>	<b><i>The employee consistently acts toward and speaks with staff in a manner that demonstrates respect and promotes the highest order of positive employee relations.</i></b>

**LETTER OF UNDERSTANDING  
RE: HOLIDAY PAY**

**WHEREAS**, the 2004-2007 *Master Agreement* specifies that certain days may be non-work days if so determined by the administration for cook helpers (Article 20, Section 2., A., 1.), and

**WHEREAS**, the current and previous *Master Agreements* specify that in order to receive holiday pay the employee must be at work or on paid leave for the "one workday preceding and the one workday following" each paid holiday (Article 20., Section 2. B.), and

**WHEREAS**, the *Master Agreement* doesn't indicate whether not working on a non-workday so determined by the administration can affect holiday pay, and

**WHEREAS**, the parties desire to clarify this matter.

**THEREFORE**, it is hereby agreed that the intent of Article 20., Section 2., B. is that to receive holiday pay a cook helper must work (or be on approved paid leave) the *required* workday prior to and following a holiday and that not working on a non-workday so determined by the administration as referenced in Article 20., Section 2., A., 1. will *not* affect cook helper eligibility for holiday pay.

**LETTER OF AGREEMENT  
RE: UNIFORMS**

**WHEREAS**, Article 9., Section 3. of the *Master Agreement* provides that once every three (3) years a committee will meet to review employee uniform and apron needs, and if the Board determines purchase of new uniforms and/or aprons to be feasible, the recommendations of the committee will be implemented up to the amount approved by the Board, and

**WHEREAS**, this committee met during the 2003-2004 school year and has recommended the purchase of four(4) aprons and four (4) tops for each food service employee effective for the 2004-2005 school year and for use during the 2004-2007 school years, and

**WHEREAS**, the parties have agreed that food service employees on an individual basis may request fewer or additional aprons and/or tops to be considered by management.

**THEREFORE**, it is hereby agreed that in 2004-2005 the Board will purchase four (4) aprons and four (4) tops for each food service employee's use for the 2004-2007 school years.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
RE: WOODSIDE HEAD COOK**

**WHEREAS**, the Woodside Head Cook position has evolved in complexity, and

**WHEREAS**, this position may continue to increase in responsibility in the future with additional satelliting, and

**WHEREAS**, the parties indicated below wish to acknowledge this complexity and responsibility with a wage increase.

**THEREFORE**, the following is hereby agreed:

- 1.) that the Woodside Head Cook will receive an additional twenty-five cents (25¢) per hour in wage;
- 2.) that no additional wage increase will be authorized outside of collective bargaining should this position become responsible for additional food service programs beyond what is anticipated at the time of contract ratification;
- 3.) that if this position decreases in responsibility following the effectuation of this agreement but prior to development of the successor **Master Agreement** the parties will discuss the appropriateness of this additional 25¢ per hour in wage;
- 4.) this position shall not be posted in relation to anything referenced herein but, rather, will continue to be filled by Debbie Hart or, if she vacates said position, as filled pursuant to Article 11.;
- 5.) that nothing in the agreement shall be considered precedent setting in any way whatsoever.

**LETTER OF AGREEMENT  
RE: WORKING CONDITIONS**

**WHEREAS**, the parties indicated below recognize that the specific hours of work provided for in each kitchen becomes a matter of concern from time to time, and

**WHEREAS**, the current *Master Agreement* (Article 8, H) provides that "the specific assignment of hours of work for all cafeteria employees will be made by the Director of Food Services and may be adjusted only by the Director of Food Services", and

**WHEREAS**, the parties desire to explore the possibility of establishing objective standards for assignment of hours of work per day.

**THEREFORE**, the following is hereby agreed:

1. A committee will be formed not later than January 1, 2005, with said committee to be comprised of a mutually agreed number of representatives of the union and the administration including one co-chair appointed by the union and one by the administration;
2. The committee's role is to present related information to the union leadership and administration;
3. Should the union leadership and administration mutually agree to consider related *Master Agreement* changes, Article 8 of the *Master Agreement* would be reopened at that time for contract bargaining.