

**MASTER
ADDISON FOOD SERVICE PERSONNEL**

AGREEMENT

This Agreement is made and entered into this 13Th day of August 2007, by and between the Addison Community Schools Board of Education (hereinafter called the "Board") and the Addison Food Service Personnel.

ARTICLE I: Recognition

A. Inclusion and Exclusions

The Board recognizes the group as a bargaining representative for food service personnel, but excluding all student workers, substitutes, supervisory and confidential employees.

B. Employee/Bargaining Unit Member Defined

Unless otherwise indicated, use of the term "Employee" when used hereinafter in this Agreement shall refer to members of the above-defined group.

C. Categories Defined

Within the various members covered herein there shall be the following categories:

- (1) **Full Time**: A member who is regularly employed at least 30 hours per week.
- (2) **Part Time**: A member who is regularly employed less than 30 hours per week.
- (3) **Probationary**: A member who is employed to fill a full-time or part-time position for a trial period of 90 days worked.

D. Days Defined

All reference to "days" shall mean working days exclusive of Saturdays and Sundays or holidays unless otherwise specified.

ARTICLE II: Board Rights

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

- 1. Manage and control the school's business, the equipment, building and grounds, operations and to direct the working forces and affairs of the Employer.
- 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.

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3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, promote, suspend, layoff, and discharge employees, transfer employees, determine the size of the work force.
 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation.
 5. Determine positions, qualifications, job descriptions, performance expectations, evaluation content and procedures, and position requirements, of its employees.
 6. Determine the policy affecting the selection of employees.
 7. The Board shall continue to have the right to establish, modify, or change any condition except those covered by the specific provisions of this agreement.
 8. Establish reasonable rules, policies and regulations.
 9. Determine the policies affecting the selection, testing or training of employees.
- B. The Board reserves unto itself the right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, or other facilities.
- C. The Board reserves unto itself the right to determine the district's financial policies, including all accounting procedures, and all matters pertaining to public relations. The Board reserves unto itself the right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- D. The listing of specific Board Rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of, any rights of the Board not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III: Employee Group Rights

A. **Employee Rights**

The Board and the Association agree to abide by Michigan ACT 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to public employee rights and responsibilities.

B. **Cause**

Non-probationary employees shall not be disciplined or discharged, without cause. The term "discipline" includes, but not limited to, verbal warnings, written reprimands, suspensions with or without pay and dismissal. A copy of a written reprimand, suspension or dismissal shall be given to the member.

C. **Discipline**

Disciplinary actions may include verbal warnings, written reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and; therefore, may begin at the dismissal or intermediate level.

ARTICLE IV: Probationary Period And Seniority

A. **Probationary Period**

An employee shall be in a probationary status for the first 90 days worked of employment. The probationary employee shall be subject to immediate dismissal at any time prior to the conclusion of the probationary period upon the recommendation of the immediate supervisor and the Superintendent. If the probationary period is extended due to extenuating circumstances by a maximum of thirty (30) days worked, notice shall be given to the member.

B. **Seniority Defined**

Seniority shall be defined as the length of an employee's continuous service within the Addison Community School District. The member upon resignation, retirement or termination shall lose seniority.

C. **Date of Hire**

Upon fulfilling the probationary period an employee shall be credited with seniority rights from the date of hire by Board approval.

D. **Seniority by Classifications**

Seniority may be exercised only within the classification in which it is accumulated.

E. **Ties**

In the event more than one employee has the same length of service. Seniority ranking shall be first determined by total years of service in the district. If a tie still exists employees shall be ranked in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

ARTICLE V: Vacancies, Transfers And Assignments
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A. **Vacancy Definition and Posting**

A vacancy shall be defined as a newly created position, or a present position that is not filled, which the Board intends to fill. Whenever a vacancy occurs, the Board shall publicize the same by giving written notice of such vacancy to the members with copies to be posted in the main kitchen for a period of ten (10) working days. Said posting shall contain the following information:

1. Location of Work
3. Number of Hours to be Worked
2. Anticipated Starting Date
4. Qualifications/Job Description/
Performance Expectations

B. **Filling**

Vacancies shall be filled with the most qualified applicant after consideration of the factors listed below. These factors are all equal in status.

- A. Seniority
- B. Work history and experience
- C. Ability to perform work available
- D. Performance evaluations
- E. Attendance history

C. **Involuntary Transfers**

Members may be assigned to any position for which they are qualified. When a member is reassigned to another building or position, the reasons for the reassignment will be provided to the member upon request.

D. **Trial Period**

In the event of a transfer or promotion to a new position, the trial period shall be up to ninety (90) working days. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the trial period the employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to his/her former position. The employer will give the promoted or transferred employee reasonable assistance in performing up to employer standards on the new job. The employee may not re-apply for a position for at least one (1) year.

E. **Outside Candidates**

The Board reserves the right to fill vacancies with the best-qualified applicants.

ARTICLE VI: Layoff And Recall

A. **Layoff**

1. Layoff shall be defined as a necessary reduction in the work force.
2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing at least fourteen (14) calendar days prior to the effective date of layoff, provided the Board knows fourteen (14) calendar days in advance. In no case shall the Board give less than seven (7) calendar days notice prior to the effective date of layoff, except in the case of employee work stoppage.
3. The reduction procedure shall be as follows:
 - a. Probationary employees shall be laid-off first provided there are more senior employees who possess the qualifications and skills to perform the job.
 - b. In the event seniority employees must be laid-off, layoff shall be determined by the following order:
 - (1) The least senior employee being reduced, provided there are more senior employees, who possess the qualifications and skills to perform the duties of the position(s) available.
4. Laid off employees may request that their name be placed on the substitute list. Said employees, shall be given first opportunity for substitute work. A laid off employee who is unavailable to substitute as requested on three successive occasions shall lose their preferential substitute status, except in the case of a verified illness.

B. **Recall/Reduction of Hours**

1. An employee offered a former position or a comparable position to the one previously held whom declines recall shall be considered terminated.
2. When the Employer determines it is necessary to reduce the number of hours of any member, the employee whose hours are reduced, in an effort to maintain the current hours worked, upon application shall be placed in a position held by a less senior employee, provided the reduced employee possesses the qualifications and skills to perform the job.
3. Probationary employees have no recall rights.

ARTICLE VIII: Paid Leaves

A. Sick Days

At the beginning of each full school month, food service personnel shall be credited with one sick day. An employee will accumulate one (1) sick day for each month in which they work a majority of the workdays.

	<u>DAY PER FULL SCHOOL MONTH</u>	<u>ACCUMULATION LIMIT</u>
Food Service Personnel	1	95

1. An employee may use all or any portion of his/her earned sick days for: personal illness, personal injury, or physical disability including maternity related disability. Sick days will not be used for vacation or recreational purposes.

Employees who are on sick leave, long term disability or workers compensation will not be awarded sick days for the month(s) they don't work the majority of days.

If the employee must use a sick day for important personal business, the employee shall give his/her supervisor at least two (2) days notice and receive approval of the sick day use, except in the case of an extreme emergency.

2. Upon retirement an employee may exchange up to 50 sick days to a maximum of \$500.

B. Bereavement

An employee shall be granted a maximum of up to five (5) consecutive days paid leave per death for immediate family members (parent, spouse, child, sibling, stepparent, stepchild, grandchild, and grandparent).

The employees may take one (1) paid day per death to attend the funeral of a parent-in-law, sibling-in-law, aunt and uncle.

Bereavement is only to be used during regularly scheduled worked days.

Unused bereavement leave shall not be cumulative.

C. School Closings

Employees will be allowed to use sick days when their building is closed due to inclement weather, utility outage or emergency. Each employee will be paid his or her regularly scheduled hours.

ARTICLE IX: Unpaid Leaves

A. Leaves of Absence

Leaves of absence without pay or benefits for up to one (1) year in duration may be granted to members upon written request. A request for leave of absence shall include the reason for the leave, along with

requested beginning and ending dates of the leave. The employee will not accumulate sick days during a leave.

B. Active Duty Military Leave

Military leaves of absence without pay or benefits shall be granted to any member who shall be inducted or shall enlist or shall be called up for active duty as a member of the military reserves for military duty to any branch of the armed forces of the United States. The employee will not accumulate sick days during a leave.

Members on military leave shall return to work no later than the beginning of the semester following the end of their first term of service.

Military leave shall not be granted or extended to any member who voluntarily extends their term of service.

C. Educational Leave

A leave of absence without pay or benefits for up to one (1) year may be granted for the purpose of permitting the member to continue his/her education. The employee will not accumulate sick days during a leave.

D. Extensions

The employer, upon written request of the member, may grant an extension past the one (1) year. The request shall include the reason for the extension and the anticipated date of return.

E. Return from Leave

A member returning from an unpaid leave of absence shall be assigned to a position at the discretion of the Superintendent. Members may request a specific assignment, in writing, prior to returning from an unpaid leave.

ARTICLE X: Benefits - Insurances

A. The Board shall provide without cost to each Food Service personnel and his/her eligible dependents vision insurance. Each Food Service personnel will also be provided with \$5,000 of Life Insurance and AD & D.

ARTICLE XI: Vacations

Food Service Personnel

Food service personnel may take a single vacation for a maximum of ten (10) working days during the school year, provided that permission for such vacation is requested in writing to the superintendent of schools or his Agent, and permission in writing is received from the superintendent of schools. Food service personnel shall not be paid for vacation time. It is also understood that no more than one (1) food service person shall be off the job for vacation reasons at any time. No vacation is to be granted when another food service person is on vacation.

ARTICLE XII: Working Hours And Conditions

A. Work Week and Shift Preference

The work year shall be defined as the beginning of school to the end of school. A workweek for overtime computation purposes shall begin at 12:01 a.m. on Monday and end at 12:00 Midnight on the following Sunday. The number of hours worked each week will vary with the job. The normal workweek for food service personnel will be Monday through Friday. The work schedule (hours and shift) will be determined by the Administration. All changes in work shift will be discussed in advance with individual(s).

B. Schedule Change

Upon request the administration shall consider any reasonable request for members or the entire group to adjust their work schedule. The administration reserves the right to adjust any individual's schedule upon the member's request. All decisions made by the Administration are final and not subject to the grievance procedure.

C. Breaks

All food service personnel working 30 hours or more per week shall be provided with two (2) fifteen (15) minute paid break periods, scheduled at the discretion of their supervisor. All employees working 15 hours but less than 30 hours shall be provided one fifteen (15) minute paid break period per day.

D. Number of Pay Periods and Pay

All employees shall be paid bi-weekly with 21 pays. All employees will be paid for all hours worked as long as the hours worked are approved by the food service director or administration.

E. Overtime

1. Time and one-half (1 1/2) of the food service personnel regular hourly rate of pay shall be paid for all hours worked in excess of 40 hours in any work week. Only actual worked time shall be eligible for overtime pay. All overtime and time worked in excess of scheduled time must be pre-approved by the supervisor and Business Manager.

2. Overtime for Food Service Personnel

- (a) On weekend events, workers will check with the supervisor in advance (no later than 24 hrs.) for work assignments and special projects during the time of an activity.
- (b) If overtime of four (4) hours or more is available, first choice of work will be offered on the basis of seniority in rotation among food service personnel who are not otherwise scheduled to work, except in the case of an emergency. Overtime of less than four (4) hours may be assigned at the discretion of the supervisor. All overtime work known to exist in advance shall be appropriately posted forty-eight (48) hours in advance.
- (c) Refusing overtime will not be counted against food service personnel; however, it is expected that requests for overtime will not be refused without good reason and may be compulsory in case of emergency need by the supervisor. When overtime is compulsory, it shall be assigned to the least senior food service personnel who is not otherwise scheduled to work, unless that employee is unavailable due to absence that day.

ARTICLE XIII: Compensation

A. The wages for employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.

- B. The probationary rate shall be 75% of the rate for food service personnel.

ARTICLE XIV: No Strike Clause

The members and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The members and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The members, therefore, agrees that its members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Should these activities or actions occur they would be grounds for immediate termination.

ARTICLE XV: Evaluation

In addition to other evaluation factors, evaluations of members' work performance shall be based on the job description, performance expectations and attendance. The employer may determine evaluation factors and criteria.

ARTICLE XVI: Miscellaneous Provisions

A. **Entire Agreement**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the members. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the group. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. **Severability**

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

C. **Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the group, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- D. The use of volunteers, young adults (students) and/or adults involved in work programs is at the discretion of the Board.

ARTICLE XVII: Duration Of Agreement

The Agreement shall be effective August 13, 2007 and shall continue in effect through June 30, 2008.

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Addison Food Service Personnel

Addison Board Of Education

By: Barbara Nunn
Member

By: Mike Jackson
Mike Jackson, President

By: Shala Roubley
Member

By: Jim Kandell
Jim Kandell, Vice President

By: Michelle Archer
Member

By: Irving Dentel 8/13/07
Irving Dentel, Treasurer

By: Crystal Science
Member

By: Patricia Pepper
Patricia Pepper, Secretary

By: Cheryl R. Held
Member

By: Michelle Gramm
Michelle Gramm, Trustee

By: _____
Member

By: Mike Murphy
Mike Murphy, Trustee

By: Scott Williams
Scott Williams, Trustee

APPENDIX A: Wages

Food Service	2007-2008	\$12.45
	2008-2009	\$12.70