



AGREEMENT

BETWEEN THE

UTICA COMMUNITY SCHOOLS

AND THE

**UTICA FOOD SERVICE CHAPTER
LOCAL 1664**

JULY 1, 2004 TO JUNE 30, 2007

50210
06 30 2007
AFSCME
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EXTENSION AGREEMENT

BETWEEN THE

UTICA COMMUNITY SCHOOLS

AND THE

**UTICA FOOD SERVICE CHAPTER
LOCAL 1664**

JULY 1, 2007 TO JUNE 30, 2008

**EXTENSION
OF AGREEMENT
BETWEEN THE
UTICA COMMUNITY SCHOOLS
AND THE
UTICA FOOD SERVICE
CHAPTER 1664**

July 1, 2007 – June 30, 2008

- 2% Wage increase for 2007-2008

- **ARTICLE 27
WAGE RATES**

07/01/07

to

06/30/08

General Help - Cashier	\$ 10.90
Probationary	
1st year	11.31
2nd year	12.37
Snackline Leader	12.93
(Sr. High School)	
Cook	13.69
Satellite Bakery Manager	14.59
Satellite Kitchen Manager	14.74
Quality Control Manager	14.74

ARTICLE 39

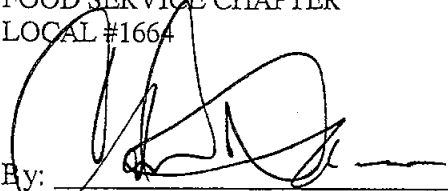
HOSPITALIZATION

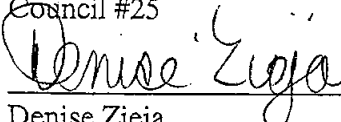
39.1 PLAN A - Employees who are entitled to coverage will be provided Blue Cross/Blue Shield Community Blues Group Benefits Certificate Plan 1, ASFP, BMT, ESRD, DC, GCO, GLE1, HMN, ICMP, PTFS, PTS, RAPS, SD, SUBR02, XVA, Preferred RX Prescription Drug Program, PD-CM, PCD, RX: \$10 generic/\$20 brand MOPD-1 CB-MT \$20.00, CI, \$20.00 O.V., full family coverage.

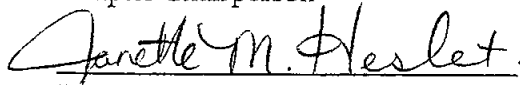
/jm

c:foodservice/extension/extensionproposal


UTICA COMMUNITY SCHOOLS
FOOD SERVICE CHAPTER
LOCAL #1664


By: 
Carl Warner, Staff Representative
Council #25

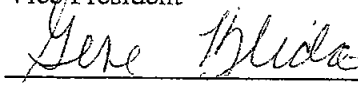

Denise Zieja
Chapter Chairperson

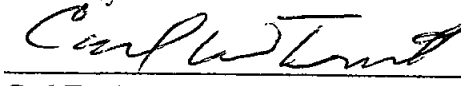

Janette Heslet
President, AFSME Local 1664

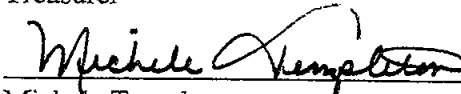
UTICA COMMUNITY SCHOOLS
MACOMB COUNTY
STERLING HEIGHTS, MICHIGAN

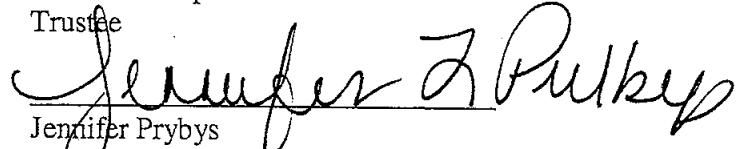
By: 
Carol Klenow
President

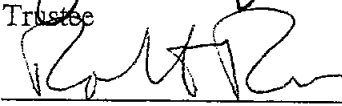

Kevin Lohmeier
Vice President


Gene Klida
Secretary


Carl Territo
Treasurer


Michele Templeton
Trustee


Jennifer Prybys
Trustee


Robert Ross, PH.D.
Trustee

NONDISCRIMINATION

The Utica Community Schools and the Michigan State Board of Education comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education. It is the policy of these governmental agencies that no person on the basis of race, color, religion, national origin or ancestry, age sex, martial status or handicap shall e discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the United States Department of Education.

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**Collective Bargaining Agreement
between
Utica Community Schools Board of Education
and
Utica Food Service Chapter**

DESIGNATION OF PARTIES

On this 26th day of April, 2004 at Utica, Michigan, the Utica Community School District, located at Sterling Heights, Michigan, hereinafter designated as the "Board", and by Utica Food Service Chapter of Local #1664, affiliate of Council 25, AFSCME, hereinafter designated as the "Union", agree as follows:

ARTICLE 1

PREAMBLE

- 1.1** It is the general purpose of this Agreement to promote the mutual interests of the School District, its students and its employees, and to provide for the operation of the School District under methods which will further, to the fullest extent possible: the safety of the students and employees, economy, cleanliness and efficiency of the Schools and equipment; protection of property, and avoidance of interruptions to the instructional program. The parties to the Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 2

RECOGNITION

- 2.1** The Board recognizes the Utica Food Service Chapter of Local 1664 affiliate of Council #25 AFSCME, as the sole and exclusive bargaining representatives in all matters prescribed by state law for all General Help, General Help Cashiers, Snack Line Leaders, Quality Control Managers, Cooks, Satellite Bakery Managers, and Satellite Kitchen Managers, except that the following groups of employees shall not be included in or covered by the terms of this Contract:

Superintendent, Assistant Superintendents, Administrators, Supervisors, Assistant Supervisors, Directors, Assistant Directors, all office employees, all professional employees, all laborers, all substitutes and part time employees, all operations, maintenance and transportation employees, all guards, nurses, teacher aides, and other employees who are excluded under the law. The Union agrees that the employees above will be excluded from this bargaining unit.

ARTICLE 3

BOARD OF EDUCATION

- 3.1** It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- 3.11** Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the School District.
 - 3.12** Adopt reasonable rules and regulations. When possible, changes will be posted and updated.
 - 3.13** Determine the qualifications of employees, including physical conditions.
 - 3.14** Determine the number and location or relocation of its facilities, including the establishment or relocation's of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
 - 3.15** Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

- 3.16** Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- 3.17** Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in the Contract.
- 3.18** The above are not to be interpreted as abridging or conflicting with any specific provision in this Contract.
- 3.19** Nothing containing herein shall be considered to deny or restrict the Board of its rights, responsibilities, any authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- 3.2** The listing of specific management rights in the Contract is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- 3.21** Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standard or operations, the means, methods and processes or carrying on the work including automation or contracting thereof of changes therein, the institution of new and/or improved methods or changes therein.
- 3.22** Except as expressly provided otherwise in this Contract the determination and administration of school policy, the operation and management of the schools, and the direction of employees is vested exclusively in the Board.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES

- 4.1** The employee accepts the responsibility to strive for excellence in her/his work and to take advantage of opportunities for continually improving her skills and relationships with her co-workers and with the public.
- 4.2** The employee agrees to uphold the policies, reasonable rules, regulations and practices of the Board.
- 4.3** Nothing in this Contract shall be construed to deny or restrict an employee's rights under the Michigan General School Laws, or applicable civil laws. The rights granted in this contract are deemed to be in addition to those provided elsewhere
- 4.4** When a Food Service Employee is given a disciplinary discharge or suspension or a written reprimand and/or warning which is to be affixed to her/his personnel record maintained in the Personnel Office, the Food Service Chapter and employee shall be notified in writing of the action taken.

ARTICLE 5

HEALTH, SANITATION AND SAFETY REQUIREMENTS

- 5.1** The School Board requires evidence of freedom from communicable tuberculosis as a condition of entering its employment and every three (3) years thereafter for all full and part time personnel employed by the Board, if required. The examination shall include a T.B. skin test or a chest x-ray.
- 5.2** Employees must be free from any other communicable diseases, open cuts, boils, burns or any other condition that might be hazardous to the health of the employee, co-workers, students, or to the sanitation of food prepared.

- 5.3** All employees must be physically and mentally able to perform their duties as prescribed in their appropriate job description. An unusual amount of absence may be indication of inability to perform assigned duties.
- 5.4** An "Effective hair restraint" must be used so as to meet requirements of the Macomb County Health Department.
- 5.5** A clean uniform and white or black low-heeled rubber soled-slip resistant work shoes are requirements for all Food Service personnel while on duty.
- 5.51** Uniform and uniform color options will be offered by the Director of Food Service after consultation with the Food Service Chapter Chair.
- 5.6** No students shall be allowed in the kitchen.
(See Letter of Understanding - Page 45)

ARTICLE 6

CHECK-OFF

- 6.1** The Board agrees to deduct union dues and service fees from the pay of those employees who individually request in writing, that such deductions be made. These deductions will be made from the second pay period each month. The amounts shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer within ten working days. The Board further agrees to submit the names of newly hired employees of this bargaining unit to the Union within five (5) days of the date of hire.
- 6.2** Employees shall tender the monthly dues or service fees by signing the proper authorization of check-off form.
- 6.3** The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in

a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 7

UNION SECURITY

- 7.1** All employees achieving seniority status prior to October 8, 1973 and who on the 20th day of the month following the effective date of this Agreement are members of the Food Service Chapter in good standing, and all employees who voluntarily become members thereafter shall as a condition of employment, maintain their membership in the Food Service Chapter for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of membership.
- 7.2** The Food Service Chapter shall promptly furnish the Board with a notarized list of its members in the bargaining unit on the 20th day after this agreement is effective and countersigned in the member's own hand.
- 7.3** Membership in the Union shall be open to all employees regardless of race, creed, age, sex, marital status or national origin.
- 7.4** Employees achieving seniority status after October 8, 1973 and who are not members of the Union within thirty days following the effective date of this Agreement shall, as a condition of employment, pay to the Union a service charge equal to the Union dues.
- 7.5** Employees, except those excluded in Section 7.1 shall conform to this provision within thirty days following the effective date of this Agreement or at the end of their probationary period whichever is later.

- 7.6 Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article, if they are not more than sixty days in arrears in payment of dues, service charge, except those excluded in Section 7.1.
- 7.7 It shall be the responsibility of the Union to notify the Assistant Superintendent for Personnel and Employee Relations, in writing, within thirty days when a member of the bargaining unit is in violation of this provision.
- 7.8 Employees who are required to conform to this Article who become in arrears in their payments by sixty days or more shall be eligible for reinstatement if, prior to termination, the penalty prescribed by the Union is paid.

ARTICLE 8

INDEMNITY CLAUSE

- 8.1 In consideration of the School District's agreement as set forth in Article 6 "Check Off" and Article 7 "Union Security", Utica Food Service Chapter agrees that it will indemnify and save the School District harmless against any and all suits, claims, judgments, fees, expenses or other liabilities incurred by the School District by reason of its honoring "Check Off" authorizations and "Union Security" as set forth in Articles 6 and 7, such indemnity to include, but not be limited to payment in full, of any judgments, costs, and interest awarded against the School District, and payment in full of all reasonable attorney fees, costs, and expenses incurred by the School District in any litigation before any tribunal arising out of the School District's action in honoring Articles 6 and 7.

ARTICLE 9

AID TO OTHER UNIONS

- 9.1 The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or

make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 10

SUPPLEMENTAL AGREEMENTS

- 10.1** All proposed supplemental agreements shall be subject to Good Faith negotiations between the Board and the Union. They shall be approved or rejected within a period of ten days following the conclusions of negotiations. The Board and the Union agree that neither they nor their agents attempt to initiate any exceptions to this Contract without re-entering negotiations.

ARTICLE 11

SPECIAL CONFERENCES

- 11.1** Special conferences for important matters may be arranged, on a monthly basis, between the Chapter Chairperson and the designated representatives of the Employer, upon the request of either party.
- 11.2** Arrangements for such Special Conferences shall be made in advance and a written AGENDA of the matters to be taken up at the meeting shall be presented five days prior to the meeting.
- 11.3** By mutual agreement, Special Conference may be held between the hours of 9:00 a.m. and 4:00 p.m.
- 11.4** The Chapter members shall not lose time or pay for the amount of time spent in such Special Conferences held during working hours.

ARTICLE 12

GRIEVANCES

- 12.1 DEFINITION** -- Any claim by an employee that there has been a violation, misinterpretation, or misapplication of the specific and

expressed terms of this Contract shall be resolved through the procedure set forth herein.

- 12.2 GRIEVANCE COMMITTEE** -- The Board agrees to recognize a Grievance Committee, which shall be composed of the Chapter Chairperson of Food Service (or her designated representative), a Chief Steward and/or the Steward. The party involved in the grievance may be present if either the Board or the Union deems it necessary.
- 12.3** Discharge and suspension shall be instituted at step III of the Grievance Procedure.
- 12.4** Any complaint for which there is another remedial procedure or forum established by law regulation having the force of law shall not be the basis of any grievance filed under the procedure outlined in this Article.

ARTICLE 13

GRIEVANCE PROCEDURE

- 13.1** If an employee or the Local Chapter has a grievance, it shall be presented to the Board as follows:
- 13.2 Informal Step:**
 - 13.21** Each grievance shall be initiated within five working days of the occurrence of the cause for complaint.
 - 13.22** Any employee who believes she/he has a grievance shall present such grievance, on an informal basis, with her immediate supervisor and/or principal. One steward shall be present at this informal conference if requested.
- 13.3 Formal Step 1:**
 - 13.31** If the matter is not resolved on the informal basis, the matter shall be reduced to writing by the grievant and, if requested, by

the steward stating the precise Article and Paragraphs of this Contract that has allegedly been violated, a statement of the facts, the position of the employee, and the desired action of the Board. This written grievance shall be submitted to their immediate supervisor and/or principal within five working days.

13.32 The immediate supervisor and/or building principal shall within five working days of receipt of the written grievance, submit his disposition of the matter to the employee and steward in writing.

13.4 Formal Step 2:

13.41 If the alleged grievance is not solved to the satisfaction of the employee and the Union, the Chief Steward may submit the written grievance within five working days to the appropriate Staff Director who shall meet with the Steward, Chief Steward, and when the Board or the Union deems it necessary, with the grievant within five working days, to try and resolve the grievance. The appropriate Staff Director shall within five working days after the meeting submit his/her disposition of the matter in writing to the Chief Steward.

13.5 Formal Step 3:

13.51 If there is no answer within five days or if the answer is not satisfactory to the employee and the Union, the grievance may be submitted in writing by the Chapter Chairperson to the Assistant Superintendent for Personnel and Employee Relations within five (5) working days. The Assistant Superintendent for Personnel and Employee Relations shall meet within five (5) working days with the Chapter Chairperson and the balance of the Grievance Committee, and when the Board or the Union deems it necessary; with the grievant. The Assistant Superintendent for Personnel and Employee Relations shall submit his/her written answer to the grievance to the Chapter Chairperson within five (5) working days after the meeting. This meeting may be attended by a

Council and/or International Representative. The Union representatives may meet on the Board's property at a place mutually agreed upon between the Union and the Board for at least one-half hour immediately preceding the grievance meeting.

13.6 Formal Step 4:

- 13.61** If the grievance is still not settled the Union may within twenty calendar days after receipt of the written reply of the Assistant Superintendent for Personnel and Employee Relations request arbitration by written notice to the Board. Within the next twenty calendar days the Union must submit their petition to the American Arbitration Association with a copy to the Board. The arbitrator will be selected through the American Arbitration Association. The decision of the Arbitrator shall be final and binding the parties, and the arbitrator shall be requested to issue his decision within thirty calendar days
- 13.62** The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Contract.
- 13.63** Arbitration shall be conducted under the auspices of the American Arbitration Association, and the conduct of said hearing shall be controlled by its rules. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half by the Board and one-half by the Union, and all other expenses shall be borne by the party incurring them.
- 13.64** The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within

the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limits for exercising said appeal commencing with the expiration date of the Board's grace period for answering.

ARTICLE 14

NO STRIKE - LOCK OUT

- 14.1** During the term of this Agreement, the Food Service Chapter will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature.
- 14.2** No lock out of employees shall be instituted by the employer during the term of this Agreement.

ARTICLE 15

SENIORITY

- 15.1** Seniority shall be applied within a job classification and on a system-wide basis.
- 15.2** System-wide seniority within this bargaining unit shall be determined for each employee as of his/her anniversary date of hire on a system-wide basis with regard to fringe benefits i.e., retirement, sick days, longevity, as specified herein).
- 15.3** Job classification seniority shall be determined for each employee effective her/his first day assigned to the job classification upon successful completion of her/his trial and/or probationary period.
- 15.4** An employee who has moved from one job classification and moves back to her/his former job classification shall maintain her/his full

system-wide seniority from date of permanent hire in the Utica School District.

- 15.5 PROBATIONARY EMPLOYEES:** There shall be no seniority for probationary employees, new employees hired in under this Contract shall be considered as probationary employees for the first sixty working days of their employment. When an employee completes the probationary period, she/he shall be entered on the seniority list and shall rank for seniority from the original date of employment. (First day worked adjusted by accumulative absences.) By mutual consent, an additional thirty day probationary period may be granted. Effective July 1, 1993, if more than one employee is hired on the same day, their seniority will be determined by the Utica Alphabet outlined in Appendix B.
- 15.6** The Union shall represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Contract, except that the Board will have the right of discharge or disciplinary action other than for Union activity involving a probationary employee without a grievance filed or processed.
- 15.7** Probationary employees will not receive any fringe benefits during their probationary period. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.

ARTICLE 16

SENIORITY LIST

- 16.1** The seniority list will be posted for each job classification at least semi-annually and will show all employees of the job classification, their name and seniority rank. Names of new hires and termination's of this bargaining unit will be submitted to the Chapter Chairperson.
- 16.2** Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, or dependents of the employee.

- 16.3** If from the date of posting of the seniority list, the list is not challenged by either party within ten actual working days, it will be deemed accepted as accurate.

ARTICLE 17

LOSS OF SENIORITY

- 17.1** An employee shall lose her/his seniority for the following reasons:
- 17.11** She/he quits or retires.
 - 17.12** She/he is discharged and discharge is not reversed through the grievance procedure.
 - 17.13** She/he fails to return to work within ten working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown on the Board's records.
 - 17.14** She/he is absent from work five consecutive working days without advising the Board or giving satisfactory reasons to the Board for such absence.
 - 17.15** She/he overstays a leave of absence, unless there are extenuating circumstances.
 - 17.16** She/he gives a false reason for a leave of absence or engages in other employment during such leave.
 - 17.17** She/he falsifies her pre-employment application either by design or by omission.
 - 17.18** She/he is guilty of improper use of sick leave or business leave days.

ARTICLE 18

SENIORITY OF STEWARDS

- 18.1** Notwithstanding their position on the seniority list, stewards shall, in the event of a lay-off, be continued at work as long as there is a job in their classification and shall be recalled to work in the event of a lay-off to the first job open in their classification.

ARTICLE 19

SENIORITY OF OFFICERS

- 19.1** Notwithstanding their position on the seniority list, the Chapter Chairperson, Recording Secretary, and Chief Steward of the Chapter, shall in the event of a lay-off only, be continued at work, provided there is a job in their classification.

ARTICLE 20

STEWARDS AND ALTERNATE STEWARDS

20.1 Chief Steward

20.2 North

20.3 South

20.4 Central

ARTICLE 21

LAY-OFF

- 21.1** The word "lay-off" means a reduction in the working force due to a decrease of work or of operating funds.
- 21.2** In the event of a lay-off, the order of lay-off shall be first, temporary employees; next, probationary employees; next, transferees who are

still on probation in the job classification to be reduced; next, other employees within the job classification in accordance with their job seniority.

- 21.3** The Board will provide employees with seven calendar days prior notice of any lay-off with a copy to the Chapter Chairperson.
- 21.4** Any seniority employees removed shall be able to exercise seniority rights to bump:
- 21.41** Into a job classification she had satisfactorily held previously.
- 21.42** If she had not held a lower job classification, she shall have the right to bump into the lowest job classification within the bargaining unit.
- 21.43** An employee who has bumping rights as set forth above, shall have the right either to exercise the bump or to accept the lay-off until recalled.
- 21.44** The least senior employees who remain unplaced after the reduction in the required job classifications and bumping is completed shall be laid-off.
- 21.45** The above lay-off procedure does not apply to the normal reduction of work force during the time school is not in session.

ARTICLE 22

RECALL

- 22.1** Laid-off employees shall be recalled in the inverse order of the lay-off, the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid off or, if she had bumped down from her original position in the reduction of the work force before being laid off, to such former position. Recall will

be written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within ten days after delivery or proof of non-delivery. If an employee fails to report for recall, she shall be considered a quit, unless there are extenuating circumstances.

ARTICLE 23

ASSIGNMENT

23.1 Employees will be assigned to buildings or equipment in accordance with the needs of the Board and seniority and qualifications. However, employees are not entitled to a training period when exercising their seniority status.

23.1.1 Prior to the beginning of each school year, administration may adjust staffing based on the needs of the buildings. Positions which experience an increase or decrease of more than .5 hours per day shall be considered "open" and subject to a bidding process and filled on a seniority and qualification basis. Employees who held these positions will be invited to bid. Employees whose positions have been eliminated shall be invited to bid on open positions. All other positions which do not change by more than .5 hours, shall be filled for the subsequent school year by the employee who held the position in the prior year. If a six (6) hour employee loses current, Board paid insurance thru an administration decrease in hours for a position, that employee will keep insurance so long as the position is four (4) or more hours and/or the employee has the opportunity to transfer to a six (6) hour position or there is a rebidding process. A rebidding process shall take place every other year.

23.1.2 Whenever possible, kitchen managers shall be notified prior to the opening of school of the names and hours of employees assigned to their kitchen.

23.2 Temporary assignments are allowed for the purpose of upgrading and/or training. A list of all job assignments shall be given to the Chapter Chairperson within fifteen working days after the start of the new school year. Any permanent changes after issuance of this list, the Chapter Chairperson shall be notified within five working days.

Employees shall receive the rate of pay of the higher job classification for all hours worked beginning the first day of their assignment.

23.3 Vacancies due to leaves of absence shall be posted after ninety working days.

23.4 Permanently vacated positions shall be posted after five working days.

ARTICLE 24

TRANSFER

24.1 In the event of an opening in a job classification, employees shall be given the opportunity to request a transfer within their respective job classification or a lower classification based on seniority and qualifications. The opening shall be posted for five working days giving the number of hours of the assignment. In the event an employee is accepted for a position through this procedure, her/his previously held position will be posted.

24.2 All newly created positions shall be posted in a conspicuous place in each kitchen in the School District at least five working days prior to filling such vacancy.

24.3 If an employee's request for a transfer is granted, she must remain in this position for at least one semester. A transfer does not prohibit an employee from promoting.

24.3.1 General help employees will remain in their assigned position for the remainder of the school year unless there is an opportunity for more hours or promotion.

24.3.2 If a new secondary kitchen opens after the beginning of the school year, any Food Service employee may have the opportunity to apply for those newly created positions.

24.4 If an employee accepts a position in the school district not included in the food service bargaining unit and is thereafter rehired to a position within the food service bargaining unit, said employee shall have accumulated seniority while working the position outside of the food service bargaining unit. Employees affected by the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in the contract. The employee shall return to the same job classification she held before leaving the bargaining unit and will be placed in the first available position.

24.5 Temporary transfers of employees may be made at the discretion of the Board for reasons which include emergencies, vacations, light duty assignments, etc. Employees so transferred shall receive the rate of pay at the job classification beginning the first working day. A transfer of this type is temporary in nature and shall last only to the extent of the cause.

ARTICLE 25

PROMOTIONS

25.1 DEFINITION OF PROMOTION:

25.11 Promotion is an upward change in job classification which results in additional compensation for additional responsibilities.

25.2 Promotions within the bargaining unit shall be made on the basis of seniority, experience, competency, qualifications, and attendance. When experience, competency, qualifications and attendance are relatively equal, the applicant with the greater seniority shall be given preference. The Board shall have the right to establish the qualifications for each position. Job classifications shall be as follows:

Kitchen Manager
Bakery Manager
Cook Manager
Cook
Quality Control Manager
Snackline leader
General help - cashier

- 25.3** Vacancies will be posted for a period of five working days in a conspicuous place in each school building.
- 25.4** Employees interested in the vacancy shall state their interest in writing within the five working day posting period. Vacancies will be filled within twenty working days from closing and the Chapter Chairperson shall receive a notice of the employee receiving the position.
- 25.5** The employee receiving the promotion shall receive up to thirty working days, but a minimum of fifteen working days trial period in the new position. During the trial period, the employees shall receive the rate for the job they are performing. With the mutual consent of the Union and the District, the probationary period may be extended by fifteen working days.
- 25.6** The employee shall have the right during the trial period to revert back to her former job classification and hours if she so desires, and to her former location if it is available. In addition, the Board shall also have the right to revert the employee back to her former classification, hours, and location if in the opinion of the Board the employee's performance is unsatisfactory. If this situation should occur, the Board shall have the option of either posting the vacancy or using the original posting of the job classification vacancy.
- 25.7** If an employee accepts a probational opening through this procedure and then reverts back to her former job classification at her request, she will forfeit her right to bid on the same promotional opening for a period of one calendar year.

- 25.8** Employees on sick leave or leave of absence, shall have the responsibility of notifying the Personnel Office of their interest in promotional opportunity. Those employees so notifying the Personnel Office shall receive notice of vacancies by post card.

ARTICLE 26

SUBSTITUTES

- 26.1** When a substitute is required in a building, qualified personnel on duty will get the benefit of any greater number of available work hours, while the substitute's work hours will be kept at a minimum.
- 26.2** Substitute employees shall not accumulate seniority status.
- 26.3** Substitutes will be notified in writing if they are hired on a permanent basis. (See probationary period.)
- 26.4** A position may be filled by a substitute for a maximum of twenty working days except in cases of leaves of absence.

ARTICLE 27

WAGE RATES

	07/01/04 to <u>06/30/05</u>	07/01/05 to <u>06/30/06</u>	07/01/06 to <u>06/30/07</u>
General Help - Cashier Probationary	\$ 10.22	\$ 10.45	\$ 10.69
1st year	10.61	10.85	11.09
2nd year	11.60	11.86	12.13
Snackline Leader (Sr. High School)	12.13	12.40	12.68
Cook	12.83	13.12	13.42
Satellite Bakery Manager	13.68	13.99	14.30
Satellite Kitchen Manager	13.82	14.13	14.45
Quality Control Manager	13.82	14.13	14.45

27.11 Each employee who is on the payroll or an approved leave of absence on the last date students are in attendance in June of 2005, 2006 and 2007 shall receive an economic adjustment payable by separate check on the last pay day of the respective fiscal year.

Computation of the amount of the economic adjustment shall be by computing the total hours worked in the respective fiscal year and multiplying that total by \$.05 per hour.

27.12 Employees designated as Relief General Help shall be paid an additional ten cents (\$.10) per hour. These positions will be designated at the time of the annual job assignment selection

27.13 Selection of Elementary trainer(s) and the assignment of same will be made by the Director of Food Service. Selection will be made from a list of current employees who express an interest as a result of posting. The annual stipend for this assignment shall be two hundred fifty dollars (\$250.00)

27.2 Longevity:

27.21 After completion of the following years of service in the Food Service Operation in the Utica Community Schools, the listed additional rate of pay per hour shall be paid:

5 Years	\$.10
10 Years	\$.10
15 Years	\$.10
20 Years	\$.10
25 Years	\$.10
(To a total of	\$.50)

27.22 Longevity shall be computed on the basis of the employee's anniversary date of hire.

27.3 Overtime:

27.31 A rate of time and one-half shall also be paid for work in excess of eight (8) hours per day or forty (40) hours per week.

27.32 A double time rate will be paid for all hours worked on Sunday.

27.4 Work Day and Hours:

27.41 Employees will work on days assigned when school is in session.

27.411 See Holiday Pay

27.412 No allowance for vacations

27.42 Full time will generally be for seven hours of work. Thirty minute lunch time is allowed, but not paid for, and is optional with the employee if approved by the Cook Manager or Director of Food Service.

27.43 General Help - work hours assigned. Thirty (30) minutes allowed for lunch, but not paid for, and is optional with the employee if approved by the Cook Manager or Director of Food Service.

27.44 Each worker is allowed the regular lunch served but it must be consumed on the premises.

27.45 The Manager in each school is responsible for accurate payroll of all help, including the substitutes. Payroll sheets will be posted. If these hours are changed by the Manager, the employee will be notified before the change is made.

27.46 If your services are needed before school starts or after it is closed, you will be paid regular hourly rates, subject to the

approval of the Food Service Director, for the time that is required to complete the task.

27.47 If you break service, quit; and later return to work, your rate of pay will be the minimum rate for your particular job.

27.48 Employees working four, five, six, or seven hours may take a ten minute break in the first half of their shift provided that the normal productivity of the "job" is not adversely affected.

27.49 Rotation of Extra Hours:

27.491 A rotating list shall be maintained in each kitchen by the Cook Manager. The purpose of which shall be for assignment of extra hours for general help classification employees.

27.492 Extra hours are those hours needed over the assigned hours in a kitchen such as may be needed due to extra work, heavy work load, unusual circumstances (not replacement of absent employees).

27.5 Safety and Sanitation Certification

27.51 A Safety and Sanitation Class will be offered to all Food Service Employees. Employees who successfully complete the course, passing both the Education Foundation and the Michigan Restaurant Association tests, with a score of 75% or better on each test, will be certified. All classified employees must be certified by June 30, 2001. All current non-classified employees must be certified by June 30, 2004. All new hires must be certified within one year of their date of hire.

27.511 If an employee takes the class and does not successfully pass, score of 75% or better, the employee may retake the class at a later date, but

the employee will pay the charge for the class. Employees who are required to be certified and who do not become certified will be placed on a non-compensable leave. (Article 33.1)

27.52 Certification will be valid for a period of 36 months. At the end of 36 months the employee must take a refresher class to renew their certification.

27.53 Classes will be offered in October and February as long as 10 or more employees are enrolled in the class.

27.54 Employees who are certified will be paid as follows:

- 1st year - \$.20 per hour
- 2nd year - \$.25 per hour
- 3rd year - \$.30 per hour
- 4th year - \$.40 per hour

27.55 Effective January 22, 1996, employees who are already certified will begin receiving the additional compensation per hour. Employees who successfully completed the class prior to ratification, shall be eligible to receive the additional compensation for the balance of the 36 months, or from the date of issuance on the certificate.

27.56 Upon successful completion of the class, employees will begin receiving the additional compensation effective the first day of the month following certification.

27.57 Employees wishing to renew their certification will be required to take the Safety and Sanitation class again but will not be required to take the Education Foundation or Michigan Restaurant Association Test after successful completion of the class.

27.58 Those employees who were previously certified, but more than 36 months ago, will be required to take a refresher course

during the second (2nd) semester of the 1995-96 school year. Upon showing proof of attendance at all sessions of the refresher course they will be paid retroactively to January 22, 1996.

27.6 Assignment of Replacement Hours:

27.601 In a central kitchen or bake shop replacement of absent employees who work seven hours shall be by seniority, however, the employee exercising her seniority must take the assignment and hours of the absent employee, otherwise the replacement passes to the next employee in line of seniority. The hours made available after the replacement of the absent employee will be assigned by the Manager with consideration given to seniority and the needs of productivity in the kitchen.

27.6011 In a central kitchen or bake shop, replacement of absent employees who work less than seven hours shall be by seniority, however, the employee exercising her seniority must take the assignment and hours of the absent employee, otherwise the replacement of the absent employee will be assigned by the Manager and with consideration given to seniority and the needs of productivity in the kitchen. Once a higher classification replacement is turned down, the manager does not have to offer that job for the duration of that classified absence.

27.602 The Manager has the responsibility and authority to assign qualified personnel to ensure normal kitchen operation and performance which may affect the assignment of "replacement of hours" solely on a seniority basis.

ARTICLE 28

SPECIALS

28.1 Service to special groups shall be compensated at a rate of time and one-half.

28.11 The Board will have final authority regarding the number of hours needed above the regular assignment and that determination is non-grievable.

28.2 Catering Cadre: Employees interested in working on district-wide specials will be provided additional training in the area of catering. Employees will be required to attend two seminars, which will be scheduled by November of each year. The food service office will maintain a list of employees eligible to work on specials. Members will be ranked in the order of their classification seniority. Employees will be called on a rotating basis.

The rotating work list shall be sent to the Chapter Chairperson. Whenever more Food Service personnel than those on the "Specials" teams are needed, those already assigned to the school where the special is located will be asked to work according to seniority. If additional persons are needed, employees will be recruited from the classification seniority list.

28.21 System-wide school functions may necessitate additional personnel from higher classifications.

28.3 A notice of three (3) working days is to be given a employee who is to work a specials If notified of a special after the specified time, it is not to be counted as a refusal. The employee to work should be contacted personally by the Cook Manager.

28.4 Any person who refuses or is unavailable twice for special assignment, shall be stricken from the special work for the remainder

of the school year.

- 28.5** General help in a particular school will work on a rotating basis. The Cook Manager shall maintain the rotating list in their respective school for specials and the list will be kept posted and up to date at all times.

ARTICLE 29

MINIMUM WORK DAY

- 29.1** The School District agrees to provide a Food Service Employee with a minimum work day of at least two (2) hours per day, provided work is available. In cases where school is cancelled after an employee has reported for work, she will be paid at her regular rate for the number of hours she has worked up until the time school was canceled, but at a minimum of two (2) hours.

ARTICLE 30

UNIFORM AND SHOE ALLOWANCE

30.1 Allowance

- 30.11** All Food Service Employees will receive \$175 per year uniform and shoe allowance, on or before October 1st of each school year.

- 30.2** Any employee who works less than a full school year shall receive a pro-rated uniform and shoe allowance.

ARTICLE 31

HOLIDAYS

- 31.1** An employee whose regular work schedule, as defined by the school calendar, includes any or all of the following days and who is on duty the scheduled work day immediately prior to and the scheduled work day immediately after the holiday shall receive a holiday with pay at the employee's current regular wage for such days: New Year's Day, Good Friday, Easter Monday, Memorial Day, Labor Day, Thanksgiving Day, day after Thanksgiving, one full day immediately preceding (Christmas, Christmas Day, day after Christmas, one full day immediately preceding New Year's Day.
- 31.2** Should a holiday fall on Saturday, Friday shall be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered as a holiday.

ARTICLE 32

COMPENSABLE LEAVE

- 32.1** An employee on compensable leave shall be deemed to be on continuous employment for the purpose of computing all benefits; seniority shall continue to accumulate for the employee on compensable leave.
- 32.1.2 Sick Days:**
- 32.1.2.1** Each Food Service employee shall accumulate one (1) day, construed as number of assigned hours to be worked, of sick leave allowance for each month the employee receives pay in her regular yearly position. When leave is exhausted, such employee shall not accrue any more days unless working. An employee while on sick leave, shall be deemed

to be on continuous employment for the purpose of computing all benefits, including seniority.

Employees are required to report their absences by way of the sub finder reporting system, prior to the start of their assigned shift.

32.1.2.2 An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

32.1.2.3 When returning to work following a serious illness, injury, operation or if an employee is absent for five (5) days, a written release from a physician is required.

32.1.2.4 One-half of the employee's current wage shall be paid by Christmas of each year for hours accumulated during the preceding year beyond 310 hours and not used. The maximum accumulation will be ten (10) sick days per year.

32.1.2.4.1 Upon retirement from the Utica Community Schools under the Michigan Public Schools Retirement Fund, the employee will be compensated for those accumulated sick leave hours according to the following:

- A. 50 – 150 hours20%
- B. 151 – 250 hours30%

The utilization of substitute personnel will be reviewed in June 2001. If there has been a reduction in the utilization of substitute personnel over the two year period, the A and B programs would be continued. If

there is no reduction, programs A and B would be discontinued.

C. 251 - 310 hours60%

32.1.2.5 Sick days may be used for the following reasons:

32.1.2.5.1 Disability

32.1.2.5.2 Illness in the immediate family to total of three days. (Spouse, - children, mother, father, mother-in-law, father-in-law, son-in-law, - daughter-in-law, grandchildren, grandparents and any member of the - employee's household.)

32.13 Bereavement

32.1.3.1 An employee may receive approval for up to three working days per incident as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family shall be defined as: Mother, father, son or daughter, sister or brother, wife, or husband, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, or a member of the employee's household. The amount of days which will be approved will depend upon travel and circumstances involved and three days is not to be regarded as the norm.

32.1.3.1.1 At the option of the Board, two (2) additional days may be granted due to unique circumstances to be deducted from sick leave.

32.1.3.1.2 Bereavement days must include the day of the funeral and must be consecutive.

32.1.3.2 The Chapter Chairperson, or her representative shall be allowed one funeral leave day in the event of a death of a member of the Food Service Chapter, for the exclusive purpose of attending the funeral.

32.1.4 Business Leave

32.1.4.1 One of the accumulated total number of leave days may be used annually for personal business upon initial approval of the employee's immediate supervisor, building principal, and final approval of the Director of Food Service. Business leave day may not be taken immediately prior to or subsequent to paid holidays except in emergencies.

32.1.4.2 In all cases of business leave, the request for approval must be for sound, pressing, and unavoidable reason and may be subject to verification at the request of the School Administration, if deemed warranted by the employee's previous attendance record. A maximum of one day per year will be allowed. This day may be used for necessary personal business which cannot be conducted on other than the employee's assigned scheduled work day, such as attendance at a meeting set for the closing on the purchase of a home. Application for the use of the business leave day must be submitted to the Director of Food Service and received not less than two work days prior to the date of the leave. This request must state the reason for the leave.

32.1.5 Personal Leave

32.1.5.1 Three of the accumulated sick leave days may be used annually as a leave day without specificity by

all employees. Not more than one person from each classification above general help nor more than ten per cent of the general help classification may be excused on any one day. Personal leave days may not be taken immediately prior to or subsequent to paid holidays except in emergencies.

- 32.1.5.2** Forms for personal leave will be available at each building office. They must be submitted through the immediate supervisor, the building principal and to the Director of Food Service. Application for the use of the personal leave day must be submitted to the Director of Food Service and received not less than two work days prior to the date of the leave.

ARTICLE 33

NON-COMPENSABLE LEAVES

- 33.1** Non-compensable leaves shall be granted for reasonable periods, not to exceed one year. Leaves may be extended not to exceed one (1) year by the Board of Education for good cause.
- 33.2** All leaves shall be requested in writing and will be granted in accord with the specified provisions for each type of leave provided for in the Agreement.
- 33.3** All leaves shall be for a definite period with a specific expiration date. Employees being granted such leave shall be required to report for duty upon expiration of the leave. Upon return from any leave of absence, the employee shall be placed for immediate appointment to the first available position for which she is qualified, within her classification.
- 33.4** Employees who fail to report back to work upon expiration of the leave, or who refuse to accept an available position offered, shall be

subject to termination of employment.

- 33.5** Employees on the following non-compensable leaves shall be deemed to be on continuous employment and shall continue to accumulate seniority during the length of the leave.

33.51 Disability Leave:

Leaves of absence shall be granted for an employee's own disability. Upon exhaustion of paid sick leave, the employee will be notified to apply for a leave of absence if she is not able to return to work. All accumulated sick leave allowance days shall be used prior to an employee being placed on a leave of absence for disability. Upon expiration of the disability leave, the employee shall submit a report from the attending physician certifying that the employee is fully recovered and capable of performing the functions and duties of her position.

33.52 Consent Leave:

All leaves other than those provided for in the above sections may be granted when possible and shall be for a definite period with a specific termination date to employees after one year of employment. Employees being granted such leave shall be required to report for duty upon the termination thereof. Denial of consent leaves shall not be matter for the grievance procedure. Consent leaves are leaves for not less than five days, but not more than forty days. Consent leaves are limited to three leaves. Date of application shall prevail in cases of more than three employees requesting such leave. (See letter of understanding - Page 44)

33.521 Consent leaves for less than five working days may be requested.

- 33.6** Employees on the following non-compensable leaves shall not be deemed to be on continuous employment and shall not accumulate seniority during the length of the leave. The seniority date of the

employee shall be "frozen" in accord with the length of the leave upon the employee's return.

33.61 Service in governmental agency, state, or nationally recognized professional, labor, social, or fraternal organization which the employee has been formally designated to represent.

33.62 Child Care:

A leave of absence without pay may be granted to an employee for child care. The specific date of leaving shall be agreed upon by the employee and the principal or supervisor based upon the best interests of the school and the employee, with consideration given to the closeness of a vacation period or to the end of the semester. In the event agreement is not reached, the date of leaving will be determined by the Staff Director.

33.63 Prolonged Illness in Immediate Family:

Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, and a relative living and making his home in the employee's household shall be included in the employee's immediate family. Upon request of an employee, the Employer may grant leave allowance even though the person who is injured ill, or deceased is not within the employee's immediate family.

33.64 Appointed or Elected Position:

Serving in an appointed or elected position with the State or National Food Service Association.

ARTICLE 34

CONTINUING EDUCATION

- 34.1** Employees who have attended and completed Food Service courses to improve the employee's on-the-job ability, shall be reimbursed for the tuition paid.
- 34.2** Food Service employees must have prior approval from the Food Service Director concerning the studies to be pursued.
- 34.3** When possible up to two days, two Food Service employees shall be allowed to attend the annual M.S.F.S.A. Convention without any loss of pay. These employees will be selected from a list of accredited M.S.F.S.A. members on a rotating basis, starting with the top seniority employee.
- 34.4** Sub-section above is only applicable if said convention is scheduled during regularly scheduled work days.

ARTICLE 35

UNION CONVENTION ATTENDANCE

- 35.1** The Board will provide full pay for five (5) days for two (2) elected at-large delegates of Local 1664, upon prior notice, to attend the International Convention and the A.F.L.-C.I.O. State Convention in their respective convention years.
- 35.2** Sub-section above is only applicable if said convention is scheduled during the regularly scheduled work days.

ARTICLE 36

BULLETIN BOARDS - BUILDING USE AND MAIL

- 36.1** The Employer will provide a designated space in each building which may be used by the Union for posting notices of the following types:
- 36.11** Notices of recreational and social events.
 - 36.12** Notices of elections.
 - 36.13** Notices of results of elections.
 - 36.14** Notices of meetings.
 - 36.15** Copies of all notices shall be forwarded to the Board
- 36.2** The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.
- 36.3** The Union shall also have access to the inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the School Administration.
- 36.4** It is understood and agreed that no Union activities will be carried on during working hours on the school premises.
- 36.5** It is understood that if any or all of the above are abused the privilege of said use shall be revoked and shall not be subject to the grievance procedure.

ARTICLE 37

JURY DUTY

- 37.1** An employee who serves on Jury Duty will be paid the difference between her pay for Jury Duty and her regular pay.
- 37.2** When an employee is identified for Jury Duty by the court system and is not scheduled for attendance at court during any day, she shall report for work and make herself available for assignment.

ARTICLE 38

RETIREMENT

- 38.1** All employees covered by this Agreement are placed under the employer contributed school employee retirement program.

ARTICLE 39

HOSPITALIZATION

- 39.1 PLAN A -** Employees who are entitled to coverage will be provided Blue Cross/Blue Shield Community Blues Group Benefits Certificate Plan 1, ASFP, BMT, ESRD, DC, GCO, GLE1, HMN, ICMP, PTFS, PTS, RAPS, SD, SUBR02, XVA, Preferred RX Prescription Drug Program, PD-CM, PCD, PD-CR-\$7.00, PD- BC \$5.00,(\$12.00 brand name),MOPD-1, CI, \$20.00 O.V., full family coverage.
- 39.1.1**Dental Plan - Effective October 1, 1990, employees who regularly work at least six (6) hours per day will be provided a dental plan equal in nature to Delta Plan "A" 75/25% Class I and 50/50 % Class II benefits with benefits fully coordinated. "Benefits fully coordinated" in paragraph 39.11 means that the dental plan is not

available to employees who are covered by a dental plan which is equal to or superior to the plan offered herein. This applies to coverage from other employers or the Utica Community Schools.

The carrier for the coverage shall be determined by the Board of Education.

39.1.2 Those six and seven hour employees not electing Hospitalization Plan A will receive, at the end of the year, a lump sum payment of \$1,000.00.

39.2 Food Service Employees who work four through five and one-half hours per day are eligible for one-half payment of Blue Cross/Blue Shield Plan A and/or one-half payment of the dental plan by the School District.

39.2.1 Four through five and one-half hours employees not electing one-half payment of Blue-Cross/Blue Shield, Plan A, will receive, at the end of the year, a lump sum payment of \$250.00.

39.3 If an employee's hours are reduced by the School District, the same hospitalization coverage will be maintained for the remainder of the fiscal year for the Employee.

39.4 Once an employee has separated service, the School District's contribution for hospitalization coverage will automatically cease in the month following, except in the case of a leave of absence for illness where coverage will continue for the length of the leave, as approved by the School District.

39.4.1 Extensions will not be covered under this provision.

ARTICLE 40

LIFE INSURANCE

- 40.1** All Food Service employees who are entitled to hospitalization coverage shall receive a \$12,000 Term Life Insurance Policy including Accidental Death and Dismemberment.
- 40.2** All Food Service employees who are working 2 to 3 ½ hours are entitled to \$8,000.00 group life coverage, including accidental death and dismemberment.

ARTICLE 41

VISION CARE

- 41.1** Food Service employees whose regular assignment is four (4) or more hours per day, will be provided a co-pay Vision Program equal in nature to the MEA Vision Plan VSP-2. The carrier for coverage shall be determined by the Board of Education.

ARTICLE 42

WORKER'S COMPENSATION

- 42.1** Each employee shall be covered by the applicable Worker's Compensation Laws.
- 42.2** In the event of an on-the-job accident in which the employee is entitled to benefits under the Worker's Compensation Act, the balance of the employee's average weekly earning not covered by Worker's Compensation shall be covered by sick leave pay and this portion (sick leave) only to be deducted from the employee's accumulated sick leave.

ARTICLE 43

AMENDMENTS AND TERMINATION

- 43.1** This Agreement shall commence July 1, 2004 and shall continue in force and effect until June 30, 2007, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days nor more than one-hundred twenty (120) days prior to June 30, 2007.

ARTICLE 44

RATIFICATION

- 44.1** This Agreement has been negotiated and executed and shall be controlled by all applicable laws, including any amendments that may hereafter be made during the life of the contract, and wherever the terms of this contract are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision or provisions, and until such renegotiation has been completed, such provision or provisions, in conflict shall be void.

ARTICLE 45

WAIVER CLAUSE

- 45.1** The parties acknowledge that during the negotiations which resulted in the 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 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 46

MISCELLANEOUS PROVISION

46.1 Board of Education Policy #4133 – Mileage

“Necessary use of an employee’s private automobile in the performance of his/her duties will be reimbursed at the rate established by the Board of Education. Managers will be reimbursed for long distance phone calls from their home telephone when made in the performance of their duties.

46.2 An employee may use one personal leave day to receive their regular rate of pay for the last day of the first semester, a non-work day. Limitations in Article 32.151 will not apply to this day.

46.3 Food Service employees will be paid by way of Direct Deposit to the financial institution of their choosing.

SENIORITY

LETTER OF UNDERSTANDING

Employees who are missing the specific date (day of the month) of their seniority, will be designated the numeral one (1).

LETTER OF UNDERSTANDING

Food Service personnel will be able to participate in the Direct Deposit payroll program developed by the Utica Community Schools.

LETTER OF UNDERSTANDING

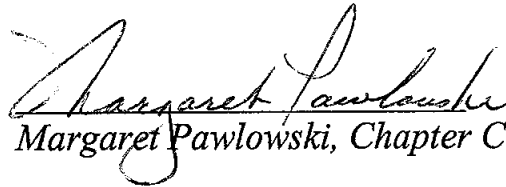
The purpose of this memorandum is to record our mutual understanding regarding students working in the school cafeteria.

Effective school year 1996 - 1997 before a student is placed in a school cafeteria as a worker, there should be a consultation between the Food Service Employee in charge of the cafeteria, and the principal or their designee.

Further, it should be mutually agreed that the student is capable of doing the assigned task, and is not a safety problem to themselves or others.



*D. Berube
Assistant Superintendent for
Human Resources*



Margaret Pawlowski, Chapter Chair

/mi

02/07/96

Revised

03/21/96

Renewed

6/1/99

Renewed

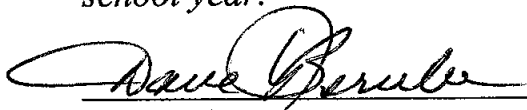
3/15/04

LETTER OF UNDERSTANDING

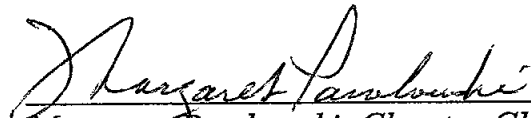
The purpose of this memorandum is to record our mutual understanding regarding non-compensated consent leaves.

Effective school year 1996 - 1997 pending the active substitute list, and the availability of substitutes during the school year, one to two week leave requests will be approved if possible. Efforts will be made to approve at least two leaves on an on-going basis during the year. Employees will request such leaves at sign up time or the employee's first knowledge of the need for a leave.

Every effort will be made to allow leaves to be approved throughout the school year.



D. Berube
Assistant Superintendent for
Human Resources



Margaret Pawlowski, Chapter Chair

*Renewed
6/1/99
Renewed
3/15/04*

Letter of Agreement

Management and Union will review the language and practices associated with Article 23.1.1.

/jm
3/15/04

UTICA COMMUNITY SCHOOLS
FOOD SERVICE CHAPTER
LOCAL #1664

By: Joe Guzyski
Joe Guzyski, Staff Representative
Council #25

Margaret Pawlowski
Margaret Pawlowski
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Nancy Strong
Nancy Strong
President, AFSME Local 1664

UTICA COMMUNITY SCHOOLS
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APPENDIX A

JOB DESCRIPTIONS

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APPENDIX A

JOB DESCRIPTIONS

GENERAL REQUIREMENTS FOR FOOD SERVICE EMPLOYEES

1. Must be physically, mentally, and emotionally able to complete assigned duties within assigned allotment of time. An unusual amount of absence, tardiness, or inability to work within assigned hours may indicate that the employee is lacking in competence and may need assistance from her immediate supervisor.
2. Must be able to work cooperatively with others and must be able to relate well to students and teachers.
3. Must routinely become involved in In-Service Training to assure competence in each specific area of assignment.

GENERAL HELP

Shall work under Co-Manager performing duties as assigned.

Have the ability to follow oral and written instructions.

Is responsible to Cook-Manager, Designee of Food Service Director, to the Director of food Service and Building Principal.

Have the ability to work cooperatively with fellow workers, teachers, and students.

Familiarize herself with the proper techniques of handling all pieces of equipment in her kitchen.

Willingly accepts all tasks assigned to her. Shares work load, fairly, with fellow workers.

Shall be willing to fill in at similar positions, at other schools, in case of emergency.

Report for work promptly at assigned hours.

GENERAL HELP - CASHIER

Shall be responsible for all money collection during the lunch hour and for keeping accurate records of all transactions. She shall be responsible to the Cook-Manager, and shall perform other duties as assigned.

Specific Responsibilities

1. Set up cash register, be sure register is clear.
2. Recount left-over milk and check in new delivery.
3. Take money and make change for all lunch and extra sales.
4. Keep daily record sheets and make out deposit slips.
5. Lock register, at the end of the day, but leave Cash Drawer (empty) open.

The Cashier must be able to relate well to students and teachers as she is in close contact with them daily. Cashiers must routinely undergo in-service training to assure accuracy.

GENERAL HELP - HOT LUNCH KITCHENS

Shall be responsible to the Designee of Food Service Director, the Director of Food Service and the building Principal.

She shall work only the hours assigned, except with special permission from the Food Service Director when the lunch count warrants.

Specific Responsibilities

1. Collection of daily lunch count in the office.
2. Preparation of all menu items.
3. Ordering and receiving of all food, including bread and buns.
4. Keeping of records of amounts of food received from deliveries.
5. Care and cleaning of equipment and reporting of any malfunction, immediately, to the Food Service Department.
6. Monthly reporting of an occurrence, written inventory of food and supplies.

GENERAL HELP - RECEIVING KITCHENS

Shall be responsible to the Designee of Food Service Director, the Director of Food Service, and the Building Principal. She shall work only the hours assigned, except with special permission of the Food Service Director when the lunch count warrants.

Specific Responsibilities

1. Checking of insulated food carriers to confirm accurate quantities and to be sure food is hot enough to serve. (Boost heating may be necessary for certain menu items.)
2. Serving of food to meet the Type A requirements: Food should be at the correct temperature and should be appetizing. If food arrives in an unserviceable condition, it should be immediately reported to the Central Kitchen.

3. Ordering and receiving of all paper and plastic goods and ice-cream.
4. Care and cleaning of equipment and reporting of any malfunction immediately to the Food Service Department.
5. Monthly reporting of an accurate, written inventory of food and supplies.

SNACKLINE LEADER

Shall be assigned to the Satellite Central Kitchen and shall be responsible to the Cook Manager, Designee of Food Service Director, Director of Food Service and Building Principal.

Specific Responsibilities

1. Shall work under Cook Manager performing duties as assigned.
2. Shall work with Cook Manager to devise weekly snackline menu and get menu items ready to serve in cooperation with Cook.
3. Responsible for care and cleaning of all equipment in snackline area.
4. Responsible for inventory control of ice cream, milk, yogurt, etc. Will inform manager, no later than Monday, of what needs to be ordered for use on the snackline the following week.
5. Willingly accepts all tasks assigned to her. Shares work load, fairly, with fellow workers.
6. Shall be willing to fill in at similar positions, at other schools, in case of emergency.
7. Report for work promptly at assigned hour.
8. Must be able to relate well to students and teachers as she is

in close contact with them daily.

9. Must have the ability to follow oral and written instructions.

COOK

Shall be assigned to a Satellite Central Kitchen and shall be responsible to the Satellite Cook-Manager, the Designee of food Service Director, the Director of Food Service, and the Building Principal.

She shall be responsible for the preparation of food under the general direction of the Satellite Cook-Manager.

The Cook shall be skilled in all areas of food preparation and shall be able to adjust recipes to the quantity required. She must be able to plan her own work schedule and to direct General Help under her supervision. She shall further assist where needed as directed by the Satellite Cook-Manager.

SATELLITE BAKER MANAGER

Shall be assigned to the Satellite Bake Shop and shall be responsible to the Designee of Food Service Director and the Building Principal.

The Satellite Bakery Manager is responsible for the total operation of all baked items on the menu.

The Satellite Bakery Manager must possess the ability to relate well to co-workers, teachers, and students. She should be capable of giving instruction and direction to all other employees in the Bake Shop. Therefore, it is necessary for her to be very familiar with all jobs under her supervision.

Specific Responsibilities

1. Ordering and receiving of all food and supplies. Any shortage,

spoilage, or damage of any shipment shall be reported immediately to the Designee of Food Service Supervisor.

2. Monthly reporting of an accurate written inventory of all food and supplies stored in the Bake Shop.
3. Equipment care and operation: This shall include responsibility for daily cleaning of all equipment, reporting of any malfunctions, immediately to the Food Service Department, and making sure all equipment is turned off at the end of the day.
4. Accurate daily recording of time sheets for all employees. Time sheets shall be posted in the Bake Shop.
5. Daily organization of the total work force in the Bake Shop and formulation of daily work schedule.
6. Daily communication with the Central Kitchen to collect pre-count, for receiving schools, for the next day's menu. Amounts of baked items sent to each receiving school shall be recorded daily.
7. Daily coordination of the transport of baked items from the Bake Shop to the Central Kitchen.

SATELLITE KITCHEN MANAGER

Shall be assigned to the Satellite Central Kitchen and shall be responsible to the Designee of the Food Service Supervisor, Director of Food Service, and the Building Principal.

The Satellite Kitchen Manager is responsible for the total operation of the Satellite area and preparation of all menu items, except for baked items.

The Satellite Kitchen Manager must possess the ability to relate well to co-workers, teachers, and students. She should be capable of giving instruction and direction to all other employees in the Central

Kitchen. Therefore, it is necessary for her to be very familiar with all jobs under her supervision.

Specific Responsibilities

1. Ordering and receiving of all food and supplies, including milk and ice cream. any shortage, spoilage or damage of any shipment shall be reported, immediately, to the Designee of Food Service Supervisor.
2. Monthly reporting of an accurate written inventory of food and supplies stored in the Central Kitchen.
3. Equipment care and operation: This shall include responsibility for daily cleaning of all equipment, reporting of any malfunctions, immediately, to the food Service Department, and making sure all equipment is turned off at the end of the day.
4. Accurate daily recording of time sheets for all employees. Time sheets shall be posted in the Central Kitchen.
5. Daily organization of the total work force, in the Central Kitchen, and formulation of daily work schedules.
6. Daily collection and tabulation of pre-counts from receiving schools in the Satellite area. Amounts of food sent to each receiving school shall be recorded daily. Daily communication with the Bake shop will be necessary to establish need for baked items.
7. Daily coordination of the transport system for the Satellite area. This shall include:
 - a. Calculation of amounts of food needed for each school based on the pre-count.

- b. Preparation of all menu items, (except for baked items) with direct assistance of the cook.
- c. Loading of all insulated carriers to allow for truck delivery, of the carriers, before the beginning of lunch hours in the receiving schools.

APPENDIX B

UTICA ALPHA

The following Utica alphabetical order has been agreed upon for the purpose of arranging an employee's seniority according to Article 15.

The first letter "U" establishes a priority on the seniority list where seniority is equal among and between employees. The number one has priority and the corresponding letters and extending numbers have decreasing priority through number 26.

1 - U	10 - C	19 - E
2 - V	11 - W	20 - B
3 - M	12 - D	21 - Y
4 - T	13 - X	22 - Q
5 - F	14 - Z	23 - O
6 - G	15 - R	24 - P
7 - S	16 - K	25 - I
8 - N	17 - J	26 - A
9 - L	18 - H	