

AGREEMENT

BETWEEN THE

UTICA COMMUNITY SCHOOLS

AND THE

**UTICA FOOD SERVICE CHAPTER
LOCAL 1664**

JULY 1, 2008 TO JUNE 30, 2010

1

NONDISCRIMINATION

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act, it is the policy of Utica Community Schools that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any instructional opportunities, programs, services, job placement assistance, employment or in policies governing student conduct and attendance. Any person suspecting a discriminatory practice should contact the Executive Director of Human Resources at Utica Community Schools, 11303 Greendale, Sterling Heights, MI 48312 or call (586) 797-1000.

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DESIGNATION OF PARTIES

On this 14th day of July, 2008 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 Junior High Kitchen Manager, Snack Line Leaders, Quality Control Managers, Cooks, Baker 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, Executive Directors, Directors, Supervisors, 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 of 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/his skills and relationships with her/his 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 Human Resources 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. Employees must not report to work with fever, diarrhea, vomiting, sore throat or jaundice.
- 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.
 - 5.31 All employees are expected to incorporate safe working procedures as they perform their duties. Annually, injury prevention guidelines will be presented to all staff members at the back to school workshop. Employees with related injuries

may be required to take additional training as provided by the Food Service and Human Resource Departments.

- 5.4 Employees are expected to adhere to uniform guidelines as submitted annually by the Food Service Department. Uniform and uniform color options will be decided with consultation with Food Service Chapter Chair.
- 5.5 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.

ARTICLE 6

CHECK-OFF

- 6.1 The Board agrees to deduct initiation fees, union dues and service fees from the pay of those employees who individually request in writing, that such deductions be made. Beginning with the first pay in October these deductions will be made from the first 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 Council 25 within ten (10) 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 initiation fee and monthly dues of service fees by signing the proper authorization for check-off form.
- 6.3 Authorized political action contributions (P.E.O.P.L.E.) will be deducted only in accordance with applicable law. Such

deductions shall begin only after all appropriate paperwork has been filed with the District.

- 6.4** The Union shall hold the District harmless regarding any monies deducted and remitted to the union pursuant to this provision.

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 (30) 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 (30) 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 (60) 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 Human Resources Department, in writing, within thirty (30) 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 (60) 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 (10) 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 (5) 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/his 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 (5) 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/his 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 (5) working days.

13.32 The immediate supervisor and/or building principal shall within five (5) working days of receipt of the written grievance, submit her/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 (5) 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 (5) working days, to try and resolve the grievance. The appropriate Staff Director shall within five (5) working days after the meeting submit her/his disposition of the matter in writing to the Chief Steward.

13.5 Formal Step 3:

13.51 If there is no answer within five (5) 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 Human Resource Department within five (5) working days. The Human Resource Department 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 Human Resource Department shall submit her/his 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 (20) calendar days after receipt of the written reply of the Human Resources Department request arbitration by written notice to the Board. Within the next twenty (20) 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 her/his decision within thirty (30) 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 her/his 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 Community 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 (60) 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 (1) 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 (10) 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 (10) 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 (5) 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/his 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 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 (7) 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/he had satisfactorily held previously.

21.42 If she/he had not held a lower job classification, she/he 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/he had bumped down from her/his 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/he 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.

23.11 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 at the end of every other school year, beginning in 2009.

23.12 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 (15) 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 (5) 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 (90) working days.
- 23.4 Permanently vacated positions shall be posted after ten (10) working days.
- 23.5 Upon the expiration of job posting(s), the District will fill positions within seven (7) 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 (5) 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 (5) working days prior to filling such vacancy.
- 24.3 If an employee's request for a transfer is granted, she/he must remain in this position for at least one semester. A transfer does not prohibit an employee from promoting.
- 24.31 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.

24.32 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/he 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 assignment and special projects (point of sale, kitchen renovation projects, etc). Employees so transferred shall receive the rate of pay at the job classification beginning the first work 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:

Quality Control Manager
Satellite Kitchen Manager
Baker Manager
Cook
Snackline Leader
General Help-Junior High Kitchen Manager
General Help

- 25.3** Vacancies will be posted for a period of five (5) 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 (5) working day posting period. Vacancies will be filled within twenty (20) 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 forty-five (45) working days, but a minimum of twenty (20) working days trial period in the new position. During the trial period, the employee 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 (15) working days.
- 25.6** The employee shall have the right during the trial period to revert back to her/his former job classification and hours if she/he so desires, and to her/his former location if it is available. In addition, the Board shall also have the right to revert the employee back to her/his 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/his former job classification at her/his request, she/he will forfeit her/his 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 Human Resources Office of their interest in promotional opportunity.

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 (20) working days except in cases of leaves of absence.

ARTICLE 27

WAGE RATES

27.1

07/01/08
to
06/30/10

General Help	\$10.90
1st year	\$11.47
2nd year	\$12.54
General Help Junior High Kitchen Manager	\$12.83
Snackline Leader	\$13.11
Cook	\$13.88
Baker Manager	\$14.79
Satellite Kitchen Manager	\$14.94
Quality Control Manager	\$14.94

One time ½% off scale payable the second pay in January of 2009.

27.11 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.

27.12 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	\$.15
20 Years	\$.20
(To a total of	\$.55)

27.22 Longevity shall be computed on the basis of the employee's system-wide date of hire within the bargaining unit.

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 (7) hours of work. Thirty (30) minute lunch time is allowed, but not paid for, and is optional with the employee if approved by the Satellite Kitchen Manager or Director of Food Service.

27.44 Each worker is allowed one (1) reimbursable lunch per day. Food and drinks must be consumed in designated break area during the employee's break period. If an employee wishes to purchase food items, the desired item(s) must be rung up on the computerized register by the Kitchen Manager. No food or supplies may be removed from the premises.

27.45 Employees are required to swipe in and out on the Kronos time clock. Daily, the Satellite Kitchen Manager in each school is responsible to submit an accurate Kronos sheet of all employees time, including substitutes. Daily Kronos sheets will be posted for employees to view. If hours are changed on the Kronos sheet, 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 (4), five (5), six (6), or seven (7) hours may take a ten (10) 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 Manager Certification

27.51 Manager Certification course will be offered to employees. Employees who successfully complete the course with a passing score as specified by the testing agency will be considered certified. Specified passing score criteria will be communicated in writing prior to test administration. All classified and general help employees must achieve Manager Certification to work in the Food Service Department.

27.511 Once an employee successfully completes their probationary period, they will be required to take the Manager Certification course, within four (4) months. If an employee does not pass the Manager Certification class with a passing score, the employee will be responsible to retake the class or re-test at their own expense. Those employees who do not obtain Manager Certification credentials within the four (4) month period will be placed on non-compensable leave for a period of sixty (60) working days. Employees obtaining Manager Certification credentials during the sixty (60) working days will be allowed to return to their position. Employees who fail to pass the course during the sixty (60) working days will be placed on non-compensable leave.

27.52 Employees must take the Manager Recertification course before their recertification credentials expire with a passing score as specified by the testing agency. Employees who do not pass the recertification course must retake the class or re-test at their own expense, before the recertification expires. Employees who do not obtain recertification credentials will be

placed on non-compensable leave for a period of sixty (60) working days. Employees obtaining Manager Certification credentials during the sixty (60) working days will be allowed to return to their position. Employees who fail to pass the course during the sixty (60) working days will be placed on non-compensable leave.

27.53 Classes for certification or recertification will be offered in Utica Community Schools in November and January as long as ten (10) or more employees are enrolled in the class. Certification or recertification classes may also be offered at other times or by other agencies throughout the year.

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

27.6 Assignment of Replacement Hours:

27.61 In a central kitchen or bake shop, replacement of absent employees who work seven (7) hours shall be by seniority, however, the employee exercising her/his 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.

27.62 In a central kitchen or bake shop, replacement of absent employees who work less than seven (7) hours shall be by seniority, however, the employee exercising her/his 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.

27.63 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 (2) 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 an 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/he will be paid at her/his regular rate for the number of hours she/he 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 two hundred dollars (\$200.00) per year uniform and shoe allowance, on or before January 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:

2008-2009

September 1, 2008 – Labor Day
November 27 & 28, 2008 – Thanksgiving
December 24, 25 & 26, 2008 – Christmas
December 31, 2008 – New Year's Eve
January 1, 2009 – New Year's Day
January 19, 2009 – Martin Luther King Day
April 10, 13, 2009 – Friday prior to Easter, Day After Easter
May 25, 2009 – Memorial Day

- 31.2** Twelve (12) holidays to be determined by the Board of Education for the 2009-2010 school year.

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.

32.11 Sick Days:

- 32.111** 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/his 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 Aesop reporting system, prior to the start of their assigned shift.

32.112 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.

32.113 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.

32.114 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.

32.1141 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 hours 20%
- 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 (2) 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%

32.115 Sick days may be used for the following reasons:

32.1151 **Disability** - Illness in the immediate family to a total of three (3) 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.)

32.12 Bereavement

32.121 An employee may receive approval for up to five (5) 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 five (5) days is not to be regarded as the norm.

32.1211 At the option of the Board, two (2) additional days may be granted due to unique circumstances to be deducted from sick leave.

32.1212 Bereavement days must include the day of the funeral and must be consecutive.

32.122 The Chapter Chairperson, or her/his representative shall be allowed one (1) 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.

32.13 Business Leave

32.131 One (1) 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.

32.132 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 (1) 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 (2) work days prior to the date of the leave. This request must state the reason for the leave.

32.14 Personal Leave

32.141 Three (3) of the accumulated sick leave days may be used annually as leave days without specificity by all employees. Not more than one (1) person from each classification above general help nor more than ten percent (10%) of the general help classification may be excused on any one (1) day. Personal leave days may not be taken immediately prior to or subsequent to paid holidays except in emergencies.

32.142 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 (2) 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 (1) 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/he is qualified, within her/his 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/he 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/his 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 (5) days, but not more than forty (40) days. Consent leaves are limited to three (3) leaves. Date of application shall prevail in cases of more than three (3) employees requesting such leave.

33.521 Consent leaves for less than five (5) 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 (2) days, two (2) 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/his pay for Jury Duty and her/his 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/he shall report for work and make herself/himself 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 Health Plan

Plan A – Blue Cross-Blue Shield Community Blue PPO (CB2) with \$20 co pay on office and chiropractic visits, \$50 co pay for emergency care visits, for in network services . Prescription co pay is \$10/\$20 with MOPD2x.

Plan C - Employees hired after July 1, 2008 working full time Blue Cross-Blue Shield Community Blue PPO (CB2) with \$30 co-pay on office and chiropractic visits, \$50 co pay for emergency care visits, for in network services. Preventative care maximum of \$500 per member per year. Prescription co pay is \$15/\$50 – MOPD2x no contraceptive.

Employees may enroll their spouse only if no medical plan is available through spouses' employer (proof required).

39.11 Dental Plan - employees who regularly work at least six (6) hours per day will be provided a dental plan with 75%/75%/50% if using a preferred provider (in network or out of network) 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.

39.12 Those six (6) and seven (7) 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 (4) through but less than six

(6) hours per day are eligible for one-half (1/2) payment of Blue Cross-Blue Shield Plan A and/or one-half (1/2) payment of the dental plan by the School District.

39.21 Four (4) through less than six (6) hours employees not electing one-half (1/2) 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 terminate at the end of the month.

39.4 Once an employee has separated service, the School District's contribution for hospitalization coverage will automatically cease at the end of the month, 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. Employees entering on a non-compensable leave of absence due to non-disability reasons shall have their total insurance program extended for only the balance of the month the leave commences.

39.41 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 NVA-2 Vision Plan. 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, 2008 and shall continue in force and effect until June 30, 2010, 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, 2010.

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 her/his 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 (1) 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 32.141 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.
- 46.4** School Closure: When school is declared closed due to inclement weather, heating problems, road conditions, or other situations the employee has no control over, employees will not be required to work the first and second such days and will be paid at their regular rate of pay for the day by having one (1) accumulated sick day deducted from their balance for each said day.

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 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*

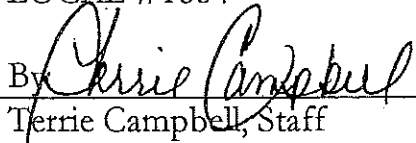
Letter of Agreement

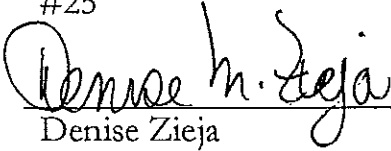
Management and Union will review the language and practices associated with Article 23.11.

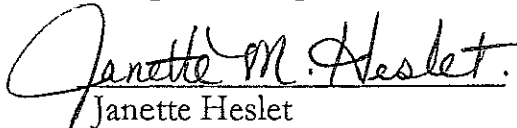
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3/15/04

UTICA COMMUNITY
SCHOOLS
FOOD SERVICE
CHAPTER
LOCAL #1664

By:



Terrie Campbell, Staff
Representative Council
#25



Denise Zieja
Chapter Chairperson

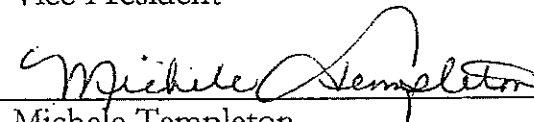

Janette Heslet
President, AFSME Local
1664

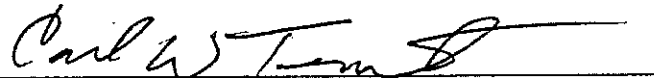
UTICA COMMUNITY SCHOOLS
MACOMB COUNTY
STERLING HEIGHTS, MICHIGAN

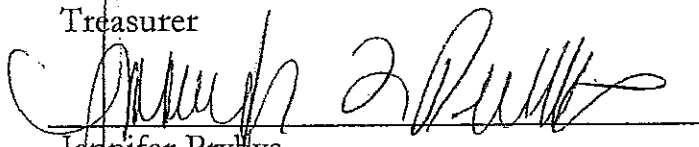
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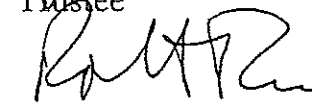

Carol Klenow, Ed. D.
President

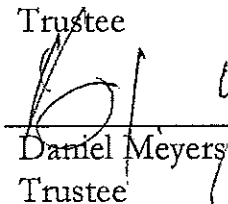

Gene Klida
Vice President


Michele Templeton
Secretary


Carl Territo
Treasurer


Jennifer Prybyls
Trustee


Robert Ross, Ph. D.
Trustee


Daniel Meyers
Trustee

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/his 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.

Quality Control Manager Job Description

Overall Scope - Responsible to visit all 40 schools to monitor daily policies and procedures. The Quality Control Manager will be expected to work with Food Service employees to improve services. Q.C. Manager will be responsible for recordkeeping, computer usage, phone work and other office related tasks. Will be responsible to provide office coverage, as needed.

Job Responsibilities

1. Computer usage – Employee responsible to understand how to use various software systems, such as, but not limited to, Meal Magic Back Office, Meal Magic Computerized Cash Register, Excel, Word, Kronos, Maintenance Connection and Aesop.
2. Must be knowledgeable in Health Department food codes pertaining to serving safe food and kitchen facilities.
3. Serves as Health Department liaison to local Health Department.
4. Knowledgeable in planning and executing all facets of catering banquets.

5. Responsible for completing federally mandated On-Site Review forms for all building.
6. Responsible to visit all kitchens twice a year to observe the overall kitchen operations. Observations to include - Staff productivity, food quality, monitor of portion sizes, kitchen cleanliness, observation of Health Department requirements and evaluation of student services etc. Observations and suggestions are communicated to staff members. Q.C. Manager meets with building administrator to review findings and assists administration with any concerns they may have relating to kitchen services.
7. Quality Control Manager is responsible to provide support to employees who need assistance improving work skills. Q.C. Manager to observe employee, communicate with kitchen manager and employee the observations. Q.C. Manager to work with both employees to develop a plan for improvement. Assistance is provided in the form of providing suggestions and working side by side with the employee, etc. If a manager is not on site, Q.C. Manager to work directly with employee to provide assistance in the form of suggestions, demonstration, etc. Q.C. Manager to re-visit employees, as needed.
8. Responsible to develop and administer in-service training to staff.
9. Quality Control Manager to have good communication skills and attention to detail.
10. Responsible for monthly extension on computer of food and non food inventories for each building.
11. Responsible to approve scheduled work time for all elementary employees on Kronos.
12. Responsible to assist with menu development.
13. Responsible to prepare and distribute kitchen daily food production records according the menu.
14. Prepares all record keeping forms relating to food production records and distribution of food to buildings.
15. Responsible to review and edit weekly warehouse grocery orders for elementary schools.
16. Prepares signage for buildings and serving lines.
17. Responsible for the development and training for Hazardous Analysis Critical Control Point (H.A.C.C.P.) procedures district-wide.

18. Responsible for the observation of potential new hires and those who are approaching the end of probation. Observations are shared with the employee and Food Service Office personnel.
19. Responsible for coordinating and providing training to Elementary Trainers. Quality Control Manager visits training sites regularly to update Food Service Trainers on latest topics and techniques to share with potential employees. Works together with Trainers to develop appropriate training materials.
20. Responsible to provide POS training and support to cashiers, as needed.
21. Assist with generation of building work orders.
22. Responsible for other duties as assigned.

General Summary of Duties – **General Help- Junior High Manager**

Overview – The Junior High Manager is responsible to ensure the kitchen staff is organized and prepared to serve quality meals to students.

1. Must possess Manager Certification credentials.
2. Must be able to communicate in an effective, respectful manner.
3. Junior High Manager serves as the main contact for building administration to ensure good communication and support.
4. Has knowledge and experience working in a secondary kitchen operation.
5. Must have knowledge of every position in the kitchen.
6. Responsible to provide on the job training for kitchen staff, under their direction as needed.
7. Must have a good understanding of all record keeping forms.
8. Understands how to accurately complete daily production record.
9. Is proficient using the computerized point of sale cash register system and is able to provide support to troubleshoot computer problems.
10. Is able to count large sums of money accurately and efficiently.
11. Is responsible for the consolidation of revenue from each register and accurately prepares daily bank deposit slip.
12. Training will be made available for Microsoft Office programs. Junior High Manager must be willing to use technology as directed.
13. Must understand how to operate and care for kitchen equipment.
14. Understands how to distribute extra hours, per Union contact.
15. Understands menu planning and efficient utilization of leftover foods.
16. Must be able to lift up to 30# without assistance, is expected to accept weekly grocery orders and put stock away.
17. Must be able to work in the freezer / walk in cooler temperatures for extended periods of time.
18. Be able to stand on their feet for long periods of time, bend below the waistline, push or pull equipment and have full motion of arms and hands.
19. Able to convert food cases to individual portions for ordering and recordkeeping purposes.

20. Is able to efficiently forecast weekly grocery orders and communicate overages or shortages to Board Office.
21. Responsible to accurately take physical inventories.
22. Ensures staff is using quantity food production techniques.
23. Understands and uses HACCP food production guidelines in kitchen operation.
24. Expected to attend educational in services.
25. Reading, writing and use of a calculator is required.
26. Low absenteeism is important.
27. Other duties as assigned.

General Summary of Duties – **General Help**

Overview – General Help staff members contribute in many ways for both elementary and secondary meal services. General Help staff should enjoy working with students of all ages and be open to learn both elementary and secondary kitchen operations.

1. Must possess Manager Certification credentials.
2. Must be able to communicate in an effective, respectful manner with students, building staff, volunteers and administration.
3. Is expected to work together corporately with other staff members.
4. Must have a good understanding of all record keeping forms.
5. Understands how to accurately complete daily production record.
6. May be asked to use computerized point of sale cash register system.
7. May be able to count large sums of money accurately and efficiently.
8. May be asked to assist with the consolidation of the daily deposit.
9. Training will be made available for Microsoft Office Programs.
10. Must understand how to operate and care for kitchen equipment.
11. Understands menu planning and efficient utilization of leftover foods.
12. Must be able to lift up to 30# without assistance, is expected to accept weekly grocery orders and put stock away.
13. Must be able to work in the freezer / walk in cooler temperatures for extended periods of time.
14. Be able to stand on their feet for long periods of time, bend below the waistline, push or pull equipment and have full motion of arms and hands.
16. Able to convert food cases to individual portions for ordering and recordkeeping purposes.
17. Is able to efficiently forecast daily, weekly milk & warehouse orders and communicate overages or shortages to Board Office.
18. Responsible to accurately take physical inventories.
19. Uses quantity food production techniques.
20. Understands and uses HACCP food production guidelines in kitchen operation.
21. Expected to attend educational in services.
22. Reading, writing and use of a calculator is required.
23. Low absenteeism is important.

24. Other duties as assigned.

General Summary of Duties – Baker Manager

Overview - It is preferred that candidates have prior experience working in a classified positions or as a junior high manager before writing for the Baker Manager position, though not mandatory. Baker Manager must be knowledgeable in secondary kitchen operations, should be an effective communicator and possess proven leadership skills.

1. Must possess Manager Certification credentials. Candidates must be able to communicate in an effective, respectful manner:
 - Be able to direct and delegate tasks to staff members
 - Be able promote team work within the kitchen
 - Be able to appropriately handle and diffuse conflict
 - Be able to effectively communicate with students, building administration and support staff.
2. Must have a detailed knowledge of every position in the secondary kitchen. Manager will be responsible to provide on the job training for kitchen staff, as needed.
3. Has a good understanding of all record keeping forms (for example, but not limited to: Production Record, Vendor Order Sheets, Warehouse order, Meal Count summary, Temperature Chart, Milk Order, Kronos, Monthly Inventory)
4. Baker Manager is responsible to train employees using the computerized point of sale system.
5. Baker Manager is expected to serve as the first line support to trouble shoot problems with computerized point of sale system.
6. Training will be made available for Microsoft Office programs. Must be willing to use technology, as directed.
7. Understands how to operate and care for secondary base kitchen equipment.
8. Responsible to ensure the Kronos sheet is accurate and submitted on time.
9. Understands how to calculate and distribution of extra hours from absenteeism, per union contract.
10. Understands how to merchandise products to maximize sales.
11. Is able to plan menus and efficiently utilize leftover foods.

12. Must be able to lift up to 30# without assistance, is expected to accept weekly grocery orders and put stock away.
13. Is able to work in the freezer / walk in cooler temperatures for extended periods of time.
14. Is able to stand on their feet for long periods of time, bend below the waistline, be able to push or pull equipment and have full motion of arms and hands
15. Is able to convert food cases to individual portions for ordering and recordkeeping purposes.
16. Is able to efficiently forecast weekly grocery orders and communicate overages or shortages to Board Office.
17. Bakes using quantity production techniques and package bake goods for delivery.
18. Responsible to keep all secondary schools supplied with ample bake goods.
19. Responsible to keep in contact with secondary schools managers regarding overages or shortages. Makes adjustments to baking schedule, as needed.
20. Must be knowledgeable in HACCP food production guidelines.
21. Expected to attend meetings and other educational in services.
22. Reading, writing and use of a calculator is required.
23. Expected to fill in for other kitchen staff members, during times of absenteeism to ensure smooth operation.
24. Low absenteeism is important.
25. Baker Manager is responsible to ensure all manuals are up to date and made available for staff members.
26. Other duties as assigned.

General Summary of Duties - **Cook Position**

General Overview – This position must work closely with the Manager and the Snack Line Leader. The Cook is responsible to prepare food items according to the menu, for satellite kitchens and prepare food to support the high school lunch program. This position must be knowledgeable in both secondary and elementary kitchen operations. The cook must be an effective communicator and possess proven leadership skills. This position is expected to move up into the Manager's position, as needed.

1. Must possess Manger Certification credentials.
2. Must be able to communicate in an effective, respectful manner.
3. Must fill in for the Satellite Base Manager, as needed.
4. Must have detailed knowledge of every position in the kitchen.
5. Responsible to provide on the job training for kitchen staff, as needed.
6. Has a good understanding of all record keeping forms.
7. Understands how to use the computerized point of sale system.
8. Training will be made available for Microsoft Office programs.
9. Must understand how to operate and care for secondary base kitchen equipment.
10. Understands how to distribute extra hours, per Union contact when asked to move into the Manager's position.
11. Understands menu planning and efficient utilization of leftover foods.
12. Prepares food using quantity food production techniques.
13. Must be able to lift up to 30# without assistance, is expected to accept weekly grocery orders and put stock away.
14. Is able to work in the freezer / walk in cooler temperatures for extended periods of time.
15. Is able to stand on their feet for long periods of time, bend below the waistline, push or pull equipment and have full motion of arms and hands.
16. Able to convert food cases to individual portions for ordering and record keeping purposes.
17. Understands satellite transporter delivery system.
18. Responsible to work with other staff members to load transporters.
19. Understands and uses HACCP food production techniques.

20. Expected to attend educational in services
21. Reading, writing and use of a calculator is required.
22. Expected to fill in for other kitchen staff members, during times of absenteeism to ensure smooth operation.
23. Low absenteeism is important.
24. Other duties as assigned.

General Summary of Duties – **Satellite Base Manager (SBM)**

Overview - It is preferred that candidates have prior experience working in the classified positions; Snackline Leader and Cook before writing for the Satellite Base Manager position, though not mandatory. SBM must be knowledgeable in secondary and elementary kitchen operations. SBM must be an effective communicator and possess proven leadership skills.

1. Must possess Manager Certification credentials. Candidates must be able to communicate in an effective, respectful manner:
 - Be able to direct and delegate tasks to staff members
 - Be able to promote team work within the kitchen
 - Be able to appropriately handle and diffuse conflict
 - Be able to effectively communicate with students, building administration and support staff.
2. Must have a detailed knowledge of every position in the secondary and elementary kitchens. Managers will be responsible to provide on the job training for kitchen staff, as needed.
3. Has a good understanding of all record keeping forms (for example, but not limited to: Cart Sheet, Vendor Order Sheets, Warehouse order, Meal Count summary, Temperature Chart, Milk Order, Monthly Inventory)
4. SBM is responsible to train employees using the computerized point of sale system.
5. SBM is expected to serve as the first line support to trouble shoot problems with computerized point of sale system.
6. Training will be made available for Microsoft Office programs. SBM must be willing to use technology, as directed.
7. Understands how to operate and care for secondary base kitchen equipment.
8. Responsible to ensure the Kronos sheet is accurate and submitted on time.
9. Understands how to calculate and distribution of extra hours from absenteeism, per union contract.

10. Understands how to merchandise products to maximize sales.
11. Is able to plan menus and efficiently utilize leftover foods.
12. Must be able to lift up to 30# without assistance, is expected to accept weekly grocery orders and put stock away.
13. Is able to work in the freezer/walk in cooler temperatures for extended periods of time.
14. Is able to stand on their feet for long periods of time, bend below the waistline, be able to push or pull equipment and have full motion of arms and hands.
15. Is able to convert food cases to individual portions for ordering and recordkeeping purposes.
16. Is able to efficiently forecast weekly grocery orders and communicate overages or shortages to Board Office.
17. Responsible to ensure all schools in the satellite have proper food and non supplies needed for the daily administration of the lunch program.
18. Must be knowledgeable in HACCP food production guidelines.
19. Expected to attend meetings and other educational in services.
20. Reading, writing and use of a calculator is required.
21. Expected to fill in for other kitchen staff members, during times of absenteeism to ensure smooth operation.
22. Low absenteeism is important.
23. Coordinates and loads satellite schools transporters. Manager works directly with Cart-Sub position to ensure the transporters leave on time with the correct amount of supplies.
24. SBM is responsible to ensure all manuals are up to date and made available for staff members.
25. Other duties as assigned.

General Summary of Duties – **Snackline Leader Position**

Overview – Snackline Leaders must work closely with the Manager and Cook to communicate order needs, plan weekly menu. The Snackline Leader is responsible to prepare and serve food to students. Leaders must direct employees working on the snack line and are responsible to ensure the line is arranged according to specifications and established menu. The Snackline Leader is expected to move up into other classified positions, as needed.

1. Must possess Manager Certification credentials.
2. Must be able to communicate in an effective, respectful manner.
3. Must fill in for other classified employees, as needed.
4. Has knowledge and experience working in a satellite kitchen operation.
5. Responsible to provide on the job training for kitchen staff, under their direction as needed.
6. Must have a good understanding of all record keeping forms.
7. Understands how to use the computerized point of sale cash register system and is able to provide support to troubleshoot problems with the system.
8. Training will be made available for Microsoft Office programs.
9. Must understand how to operate and care for secondary base kitchen equipment.
10. Understands how to distribute extra hours, per Union contact.
11. Understands menu planning and efficient utilization of leftover foods.
12. Must be able to lift up to 30# without assistance, is expected to accept weekly grocery orders and put stock away.
13. Must be able to work in the freezer / walk in cooler temperatures for extended periods of time.
14. Be able to stand on their feet for long periods of time, bend below the waistline, push or pull equipment and have full motion of arms and hands.
15. Able to convert food cases to individual portions for ordering and recordkeeping purposes.
16. Prepares food using quantity food production techniques.

17. Understand and uses HACCP food production guidelines.
18. Expected to attend educational in services.
19. Reading, writing and use of a calculator is required.
20. Expected to fill in for other kitchen staff members, during times of absenteeism to ensure smooth operation.
21. Low absenteeism is important.
22. Other duties as assigned.

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	

