

MASTER AGREEMENT

between the

**WEST BLOOMFIELD SCHOOLS
BOARD OF EDUCATION**

and the

**WEST BLOOMFIELD SCHOOLS
CAFETERIA EMPLOYEES ASSOCIATION**

JULY 1, 2008 - JUNE 30, 2009

**WEST BLOOMFIELD SCHOOL DISTRICT
WEST BLOOMFIELD, MICHIGAN 48324**

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AGREEMENT

This Agreement entered into this 1st day of July, 2008 by and between the West Bloomfield Board of Education, West Bloomfield, Michigan, hereinafter called the Board, and the West Bloomfield Cafeteria Employees Association, hereinafter called the Association.

WHEREAS, the Board and Association, following extended and deliberate negotiations, have reached certain agreement with respect to wages, hours and other terms and conditions of employment, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all cafeteria personnel, with the exception of cafeteria supervisor, student help, and substitutes, to the extent required by Act 379 of the Public Acts of 1965 for purposes of collective bargaining in respect to wages, hours of employment, and other terms and conditions of employment. The term "employee", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining or negotiating unit as above defined, and references to female personnel shall include male personnel.
- B. 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 without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations to direct the working forces and affairs of the school district.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
 3. The right to direct the working forces, including the rights to hire, promote, suspend and discharge employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, and process of carrying on the work, including automation or contracting thereof or changes therein, the institution of new and/or improved methods of changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the number and location or relocation of its facilities including the establishment or relocations of new schools, buildings, departments, divisions or

subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

7. Determine the qualifications of employees, including physical conditions.
8. Determine the placement of operations, production service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

C. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

D. Qualifications for employment:

1. Shall be mentally and physically able;
2. Shall have good moral habits;
3. Shall be literate and able to follow instructions;
4. Shall be suitable to work around children;
5. Shall be able to get along with fellow workers.

E. Sanitation and personal hygiene:

1. Wash hands with soap and water before going on duty, after using the toilet, after using handkerchief, after touching hair or face, and after breaks.
2. Hair restraints (i.e. hair net, visor or hat) must be worn at all times as required by the health department. In addition, longer hair (collar length or longer) must be neatly tied or pinned back at all times.
3. Cafeteria uniforms must be worn at all times. Uniforms include a white or solid colored blouse or shirt with or without a collar (no t-shirts or sleeveless tops) khaki or black slacks (no jeans) and a "Walking the Talk of Wellness" apron. Alternate aprons may be worn when performing food prep duties only. Appropriate undergarments and low, comfortable, sturdy, closed toe shoes in white or black are also required.

Exceptions to be determined by the Nutrition Department Supervisor.

4. Fingernails must be clean and free of nail polish.
5. Jewelry may not be worn. This includes all earrings, bracelets, hair ornaments, necklaces, watches or rings except wedding bands and hair restraints (i.e. bobby pins).
6. No person shall use tobacco in any form in any area in which food is prepared.
7. Hands and arms must be free from cuts and sores.
8. All persons shall be hygienic in their personal habits and shall not act in any manner detrimental to the cleanliness and sanitation of the kitchen and dining area. Any employee failing to meet an acceptable standard of appearance, cleanliness, grooming and/or behavior may be sent home without pay and face additional disciplinary action.
9. "Food handling gloves" must be worn when there is bare hand contact with food during food preparation or serving as required by the Health Department.

ARTICLE II
CAFETERIA EMPLOYEES' RIGHTS

- A. The Association shall have the privilege of using school building facilities at all reasonable hours for meetings, without charge, providing such meeting shall not interfere with other regularly scheduled activities and provided the principal shall designate the location of said meeting within the building.
- B. The Board shall make available to the Association, upon its reasonable requests, such statistics or financial information in the possession of the Board as are reasonably necessary for negotiation of collective bargaining agreement succeeding this Agreement. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled.

Original records of the foregoing specified information are to be examined only at the office of the Board. The Association agrees to reimburse the Board for actual extra expense incurred in furnishing information or making records available. Requests must be for specific data.

ARTICLE III
UNION SECURITY AND CHECK-OFF DUES

- A. Union Security
 1. Each employee who, on the effective date of this Agreement, is a member of the Association and has authorized dues deductions shall do so with the understanding the deductions shall continue for the length of this Agreement.
 2. Employees who are not members of the Association at the effective date of this Agreement, shall join the Association within thirty (30) days or at the end of their probationary period, whichever is later.
 3. Newly hired, transferred, or rehired employees shall join the Association at the end of their probationary period.

4. Any employee who is not an Association member and does not make application for membership, shall pay to the Association each year a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular annual dues, assessments, and initiation fee. Employees who fail to comply with this requirement shall be subject to disciplinary action by the Board. Such disciplinary action is not subject to the grievance procedure.
5. Employees shall be deemed to be members of the Association within the meaning of this section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership.

B. Dues Deductions

1. Employees who wish to do so may join the West Bloomfield Cafeteria Employees Association by completing the form hereinafter set forth:

WEST BLOOMFIELD CAFETERIA EMPLOYEES ASSOCIATION (W.B.C.E.A.)

(PLEASE PRINT)

BY:

Last Name	First Name
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Location	Assignment
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I hereby request membership and make payment of \$10.00 on or before October 1 of each year. The amount shall be collected by the cafeteria manager and then sent to the Treasurer of the W.B.C.E.A. This authorization shall remain in effect unless terminated by me during the two-week period prior to the termination date of applicable collective bargaining Agreement.

Employee's Signature	Street Address
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City and State

2. The dues shall be collected by the cafeteria manager annually and remitted to the association no later than October 10 of each year.
3. As a condition of the effectiveness of the article, the Association agrees to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims or suits that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this article.

ARTICLE IV
CAFETERIA EMPLOYEE WORKING CONDITIONS

- A. Sufficient copies of the new Agreement shall be given to the Association for distribution to all employees in the unit, including new hires.

- B. The Classifications and salaries of cafeteria personnel covered by the Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- C. The regular hours of work each day shall be hours determined by the cafeteria manager and the supervisor. The total number of labor hours per day required shall be determined by the supervisor.
- D. The minimum pay for call-in time shall be two (2) hours pay.
- E. All employees shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes.
- F. Full-time employees (at least 30 hours per week), who start work by 8:00 a.m., will be provided a fifteen (15) minute relief in the morning. In any event, any persons working continuously for four (4) hours or more shall be entitled to one fifteen (15) minute relief period.
- G. Approved overtime will be paid at the rate of time and one-half (1-1/2) of the employee's regular pay for all hours worked beyond eight (8) hours in one day and/or forty hours in one week. Any hours worked on Saturday, Sunday or holidays shall also be paid at the rate of time and one-half if those hours are not part of the employee's regularly scheduled hours.
- H. Compensation will be provided to cafeteria employees for attending workshops and training programs providing two (2) hours of pay at the employee's regular wage scale, if the employee is required by management to attend such workshops. Compensation for up to two (2) hours may also be provided to employees attending voluntary conferences or county-wide workshops not scheduled during school time provided the employee has received prior written approval from the food service supervisor.
- I. Management will give a minimum of two weeks notice to employees for mandatory in-service days/meetings. Management has the option to schedule an in-service day if there are alternate days within the school calendar that an in-service day can be scheduled. In-service days/meetings will not be scheduled on a long weekend unless the only non-work days during the school year calendar occur on a Monday or a Friday.

ARTICLE V
ASSIGNMENTS, TRANSFERS AND PROMOTIONS

- A. Cafeteria employees may express in writing their preferences of:
 - 1. Middle School
 - 2. High School
 - 3. Satellite Program

Such requests shall be kept on file for one (1) year. These requests shall be given consideration as vacancies occur in the building, or in the school system. Requests which were not acted upon must be re-filed each July to remain active. An employee whose request was not acted upon may ask for an explanation. A notice regarding promotional vacancies, with qualifications required, will be made available to an Association representative for distribution to all buildings.

The employee requesting a promotion to an open job and being granted it will be given a twenty (20) workday trial period. In the event that the employee is unsatisfactory and is

returned to his/her former position, all persons transferred or promoted as a result of the initial transfer or promotion shall also be returned to their former position or laid off if no position is available.

- B. Any employee may apply for any vacancy. In filling such vacancy, the Board agrees to give due weight to the seniority background and attainments of all applicants and to other relevant factors. The Board declares its support of a policy of filling vacancies with applicants, including applicants from within the bargaining unit whom, in the judgment of the Board, are best qualified to fill such vacancies.
- C. The administration shall advise each employee as early as possible of his/her assignment for the following year if there is to be a change.
- D. Cafeteria personnel assigned to two (2) or more buildings where transportation is required between buildings will be reimbursed at a rate equal to teaching personnel in the district.
- E. When an employee is unable to report for work for any reason, he/she shall call the food service supervisor or the manager indicating their intended absence and the reason for their absence as soon as possible, and no later than 6:15 a.m. of the day they will be absent.
- F. Cafeteria personnel may receive an evaluation at their request or at the supervisor's request. The employee shall review and sign the written evaluation before the copy is placed in the personnel file located in the human resources office. Employees shall be given copies of their evaluations.
- G. Any case of assault upon a cafeteria employee in the course of his/her employment shall be promptly reported by the employee to the Board or its designated representative. The Board shall provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault, although not to render any further legal services.

ARTICLE VI **PROBATIONARY EMPLOYEES**

- A. New employees shall be given an orientation to their duties. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment.
- B. During the probationary period, the new employee shall demonstrate unmistakable evidence of ability to do his/her job and readiness to make any necessary adjustments involved in working in a public school situation. This is a period of evaluation directed toward helping the employee to succeed in his/her appointment. The decision of the Superintendent is final and not subject to the grievance procedure.
- C. The Board may terminate the employment of any employee who has not completed his/her probationary period and such termination shall not be subject to the grievance procedure.
- D. The ninety (90) working day probationary period may be extended upon the recommendation of the immediate supervisor in the event that evaluation at this time is inconclusive. Such extension shall be for no more than twenty (20) working days. Said probationary period shall be without seniority, sick leave or other benefits. If the employee is continued in employment beyond the probationary period, the employee

shall acquire the status of a regular employee and his/her seniority shall be established from the first day worked as a probationary employee. He/she shall also be credited with sick leave benefits from the first day worked as probationary employee.

- E. An employee who quits his/her work with the Board and is rehired must start a new period of probation. A waiver may be granted by the Superintendent under unusual circumstances, upon request.

ARTICLE VII **NEGOTIATION PROCEDURES**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain any matter specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. In any negotiations of a new agreement, neither party shall have any control over the selection of the negotiating bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. The Association fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges, but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of public schools, without interruption or interference due to strikes. Accordingly, the Association agrees provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

ARTICLE VIII **LAYOFF PROCEDURE**

- A. An employee shall report to work at the beginning of the school year unless otherwise notified in writing by August 15. In the event of a layoff, layoff shall be by seniority within classification. Within ten (10) days of notification of layoff, an employee may bump another employee who is in a lower classification with less seniority in the district. A laid-off employee shall be placed on the preferred substitute list for a period of one (1) calendar year. Accumulated sick leave days will be held in his/her bank but cannot be used. An employee on lay-off will be considered terminated if he/she refuses a job opening when offered, or at the end of one year.

- B. Reinstated employees - If an employee is reinstated within one (1) year, he/she shall receive the following:
1. Accumulated sick leave days previously held;
 2. Seniority date previously held;
 3. Rate on the wage schedule previously held.
- C. Non-reinstated employees - If an employee is not reinstated within one (1) year, he/she shall be paid for any accumulated sick leave days at the authorized rate.
- D. The President of the West Bloomfield Cafeteria Employees Association is not, and shall not be during the time he/she remains in office, subject to layoff.

ARTICLE IX
LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall accumulate at the rate of .48 days per bi-weekly pay period on active employment, which equals 10.08 days per year, with a maximum of 120 days. The 120 day accumulation is in addition to days earned for the current year.
2. Upon separation from the school district, the employee shall be paid for accumulated unused sick days per the following:
 - After completion of three (3) years of service, a separation pay of Nine Dollars (\$9.00) per day, up to a maximum of one hundred twenty (120) days.
 - After completion of ten (10) years of service, a separation pay of Ten Dollars (\$10.00) per day, up to a maximum of one hundred twenty (120) days.

In addition, upon separation from the district, the accumulated days beyond one hundred twenty (120) will be donated to the association sick bank.

Upon request by the Association President, the district shall provide a report of employees with over one hundred twenty (120) sick days total.

3. Sick leave will be granted for:
 - a. Personal illness or quarantine.
 - b. Serious illness in the immediate family (father, mother, husband, wife, sister, brother, father-in-law, mother-in-law, or person living in the same household).
 - c. Funeral in immediate family (father, mother, child, husband, wife, sister, brother, father-in-law, mother-in-law, grandparents, or person living in the same household). Up to three (3) days annually shall be granted without deduction from the employee's sick leave bank.
 - d. Funeral leave for others may be taken but the days will be deducted from the employee's leave bank. Employees must state the name and

relationship of the person whose funeral the employee wishes to attend. This relationship must be of such a nature so as to warrant the employee's attendance.

4. The Superintendent or Principal, at his/her discretion, may request a doctor's certificate stating that the employee is able to return to work.
5. Association members who would like to donate hours from their sick leave bank may do so per the following guidelines:
 - a. The Association President will announce the need for hours for one of the members.
 - b. Members would then place their donation of hours in writing to the Association President.

Any donated sick days that are not used in a request, shall be kept in the sick bank and used first upon the next request. All accumulated days in the sick bank shall roll over year to year.

- c. The Association President will provide the Human Resources Office and Payroll Office with copies of the donated hours form.

B. Personal Business

Annually, two (2) of the sick leave days, accumulated above, may be used for personal business. Absence must be approved by the food service supervisor. Except in unusual circumstances, approval must be secured in advance. Ordinarily, personal business days will not be approved for the day before or the day after a vacation. Personal business days may only be used for business that cannot be scheduled outside the working day, weekends, or vacation periods. Extremely sensitive or confidential reasons may be given in generic terms.

C. Personal or Professional Leave

1. Leave of absence, without pay, for good cause shown, may be granted for a period of one (1) year, for personal or professional reasons. Neither experience nor salary credit will be granted for the leave, but accumulated sick leave days at the time of leaving will be maintained.
2. Personal leave of absence, for any purpose, may be granted up to six (6) weeks once a school term, without pay. All other benefits will remain in force. Absence must be approved by the human resources administrator.

D. Worker's Compensation Leave

An employee who is absent because of a work-related disability that is compensable under the Worker's Compensation Act will be paid as follows:

1. If the absence is for seven (7) calendar days or less, the Board shall pay the employee his/her regular wages, not chargeable to the employee's accumulated sick leave bank.
2. If the absence is for eight (8) calendar days or more and the employee is eligible to receive worker's compensation payments, the Board shall pay the difference

between the amount paid or payable by the worker's compensation carrier and the employee's regular wages chargeable to the employee's accumulated sick leave bank pro rata. The combined payments received by the employee shall not exceed the employee's regular wages or the accumulated sick leave including loans, if any, from the bargaining unit's sick leave bank. If the employee exhausts his/her sick leave bank, but is continuing to receive payment from the worker's compensation carrier, the employee's insurance shall be held intact.

3. All absences must be verified by a doctor's statement before any payments will commence. The doctor's statement must specify the diagnosis, treatment recommended, and the length of time the employee will be absent.
4. If an employee has been released by the doctor to return to work and a follow-up visit is necessary, a doctor's statement must be submitted specifying the date of the absence (since this is not compensable by the worker's compensation carrier), not chargeable to the employee's accumulated sick leave bank.
5. If the worker's compensation carrier disputes the claim filed by the employee, the employee is expected to return to work without restriction. The employee shall retain the right to file an appeal with the worker's compensation carrier and utilize his/her sick leave bank, subject to a doctor's recommendation to remain off work. If the employee fails to return to work upon exhaustion of his/her sick leave bank, the employee shall be considered on unpaid leave. The employee shall not be eligible for seniority, sick leave or vacation leave accrual and shall be responsible for the payment of his/her own insurance benefits as provided for under the COBRA Act. The unpaid leave shall not exceed six (6) months. If the employee returns to work by the end of the unpaid leave, the employee shall be reinstated to his/her former position, or one of equal classification. If the employee fails to return to work by the end of the unpaid leave the employee shall be considered as terminated.

E. Family and Medical Leave

After a full year (at least 1250 hours) of employment, employees will be eligible to request an unpaid leave of up to twelve (12) weeks for the birth of a child, adoption of a child, foster care of a child, care of a child 18 years or younger, care for a spouse, child or parent if such relative has a serious health condition, or for their own serious illness. To be eligible for the leave, the employee must have been actively employed for one (1) full year prior to the commencement of the leave. The Board may require that the employee exhaust all paid leave entitlement as part of the mandated twelve (12) week leave period.

Application for leave under this provision shall be made by completing the district-provided application form at least thirty (30) days prior to the commencement of the leave. If it is not possible to complete the application form in advance of the leave, the form must be completed and signed within ten (10) days of the start of the leave. The form shall state (1) the reason for the leave; (2) relationship to the individual; (3) expected beginning and ending dates; (4) physician's verification; (5) agreement to reimburse the costs of medical premiums should the employee sever employment, subject to the exceptions as outlined in the Family and Medical Leave Act Rules and Regulations.

The Board may request medical verification or other information verifying the need for the leave. The commencement and duration of the leave may be dependent on the special leave rules set forth for academic institutions in the Family and Medical Leave Act as determined by the employer. Seniority shall continue to accrue during the leave. Health

benefits will be continued during the leave under the same conditions and at the same level as if the employee were at work. If the employee returns to work immediately following the twelve (12) weeks of leave, he/she shall return to the same position or a position equivalent to the position held prior to the leave.

ARTICLE X GRIEVANCE PROCEDURE

A. A grievance is a complaint by a bargaining unit employee concerning (1) any alleged violation of this agreement; (2) any alleged violation of the written conditions of employment established by the Board from time to time.

B. All grievances shall be handled by the following procedure:

Step 1: The employee shall first promptly discuss the grievance with the immediate supervisor in an attempt to resolve the grievance informally.

Step 2: If the grievance is not resolved at Step 1, it shall be reduced to writing, clearly stating the claimed basis for the grievance, and shall be signed by the employee and presented to the immediate supervisor within five (5) school days following the act or condition which is the basis of the grievance. The written grievance may be presented to and discussed with the immediate supervisor either (a) by the employee alone, or (b) by the employee accompanied by an Association representative, or (c) upon the employee's written request by an Association representative on behalf of the employee.

Within five (5) school days after receiving the written grievance, the immediate supervisor shall communicate his/her decision in writing to the person or persons who presented the grievance.

Step 3: Within five (5) school days after delivery of the immediate supervisor's decision, the grievance may be appealed to the human resources administrator by the person or persons who presented the grievance at Step 2. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2.

Within five (5) school days after delivery of the appeal the human resources administrator shall investigate the grievance and shall communicate his/her decision in writing, together with the supporting reasons, to the person or persons who lodged the grievance and to the immediate supervisor. As part of his/her investigation, the human resources administrator shall give the person or persons who presented the grievance at Step 2 an opportunity to be heard.

Step 4: Within five (5) school days after delivery of the human resources administrator's decision, the grievance may be appealed to the Superintendent by the person or persons who presented the grievance at Step 3. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Step 5: Within five (5) days after delivery of the appeal the Superintendent or the human resources administrator shall investigate the grievance and shall communicate his/her decision in writing, together with the supporting reasons, to the person or persons who presented the grievance at Step 3, and to the

immediate supervisor. As part of his investigation, the Superintendent or the human resources administrator shall give the aggrieved employee an opportunity to be heard and also, if the grievance was originally presented under Item (b) or (c) of Step 2, to the President of the Association.

- Step 6: Within five (5) school days after delivery of the Superintendent's or the human resources administrator's decision, the grievance may be appealed to the Board of Education by the person or persons who presented the grievance at Step 4. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within fifteen (15) school days after delivery of the appeal the Board shall give an opportunity to be heard to the aggrieved employee and also, if the grievance was originally presented under Item (b) or (c) of Step 2, to the Association. The Board shall render its decision in writing, together with the supporting reasons, within five (5) school days after the hearing.

It is understood that following the decision of the Board of Education at Step 5, the Association reserves its right to utilize the procedures of the Michigan Labor Mediation Board as provided by statute.

- C. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended by mutual agreement in writing.

ARTICLE XI INSURANCE BENEFITS

A. Life Insurance

The employer will provide, for permanent employees working at least fifteen (15) hours per week, upon selection of the employee, without cost to the employee, group life and accidental dismemberment insurance, including a double indemnity provision, in the amount of \$20,000.

B. Hospital and Medical Insurance

1. The employer will pay on behalf of the employee, upon selection of the employee, the full premiums for the MESSA Choices health plan or Health Alliance Plan (H.A.P.). A full-time employee is defined for the purposes of this paragraph as an employee who regularly works at least six (6) hours per day, five (5) days per week and at least ten (10) months per year.

Coverage shall be no less than that provided unionized secretaries in the district.

2. The employer will pay on behalf of the employee, upon selection of the employee, a maximum cost of the premium for participation in the MESSA Choices health plan coverage or Health Alliance Plan (H.A.P.), for one-half of full-family coverage or the total premium for individual coverage, for all

employees who work at least nineteen (19) hours per week and at least ten (10) months per year who are not otherwise covered.

MESSA Choices insurance coverage includes a \$10/\$20 Drug Card. Effective January 1, 2009 MESSA Choices insurance coverage will change to a \$20.00 Office Call.

Effective July 1, 2008 cafeteria employees enrolled in the HAP health care plan will change to a \$10/\$20 drug card.

- C. Any employee who regularly works at least six (6) hours per day, five (5) days per week and at least ten (10) months per year, is eligible for vision and dental coverage. Upon application, the Board shall pay for the full premium for vision care and dental benefits.

The Board shall provide one-half (1/2) the full premium for vision care and dental benefits to all employees who work at least nineteen (19) hours per week and at least ten (10) months per year.

The Board shall provide, without cost to the employee hired after June 30, 2008, who work at least six (6) hours per day and ten months per year, the HAP Health Insurance option for the employee only.

- D. The provisions of group insurance policies purchased by the employer and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage.

- E. Employees must notify the Human Resources Office of any personal hospitalization insurance coverage, either through personal coverage or coverage from a spouse's or family insurance plan. If the employee is covered by any other hospitalization insurance, the Board's obligation under this provision for said employee shall be waived.

To be eligible for hospitalization and life insurance coverage, the employee must be working. Employees on leaves of absence in excess of thirty (30) days, shall be required to pay for the insurance or else it will be terminated.

- F. If, during the life of this Agreement, the district adjusts the level of insurance benefits or how they are provided to other bargaining units, similar adjustments will be made with the insurance benefits for this unit as well.

"Cash In Lieu of" Option – Employees eligible for full coverage health and medical insurance and opting to not take the insurance shall be provided with cash compensation in the amount of Fifty Dollars (\$50.00) per month.

ARTICLE XII **HOLIDAYS AND VACATIONS**

- A. Cafeteria employees shall be entitled to the following nine (9) paid holidays per year, if a regular employee:

Labor Day*
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

New Year's Eve
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day

* (Note: paid holiday provided the employee is required to begin prior to Labor Day.)

- B. Holiday pay will be based on the employee's hourly rate and regular work day (not exceeding eight [8] hours) immediately prior to the holiday. Holiday pay will be granted to all employees provided the employee (1) works his/her scheduled hours on the working day previous to the holiday or, (2) is absent on sick leave which must be substantiated, or (3) any other exception granted by the Superintendent.
- C. Regular cafeteria employees employed prior to October 1 shall be entitled to the following vacation schedule:
1. After completion of the first through the fifth year of continuous service – six (6) paid vacation days;
 2. After completion of the sixth through the tenth year of continuous service – seven (7) paid vacation days;
 3. After completion of the eleventh year of continuous service – eight (8) paid vacation days;
 4. After completion of fifteen (15) years of service, ten (10) paid vacation days;
 5. After completion of twenty (20) years of service, eleven (11) paid vacation days;
 6. Employees who have completed twenty-five (25) years of service shall receive twelve (12) paid vacation days.
- D. Vacation pay will be based on the employee's hourly rate and regular work day (not exceeding eight [8] hours) and shall be paid as requested, during Winter Recess, Spring Recess, Non-Membership Days and Non-Schedule Work days. Vacation days are not to be used on regularly scheduled work days.
- E. Employees may request permission to take unpaid leave (for a period not to exceed five [5] days) for personal unpaid leave time for good cause. Approval may be granted subject to the following conditions:
1. A request will not likely be granted more than once every three (3) years;
 2. Requests must be submitted in writing prior to the anticipated leave;
- F. Such requests are subject to the approval of the food service supervisor and human resources administrator.

ARTICLE XIII
CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to powers, rights, duties and obligations of the employer, the Association and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to

be contrary to law by a court of competent jurisdiction from whose final judgment of decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

**ARTICLE XIV
MISCELLANEOUS**

- A. Employees shall be entitled to one (1) meal per work day. Meals and beverages must be consumed on the premises of the school building where the employee is assigned.
- B. If an employee substitutes for an employee in a higher classification, he/she shall be paid the rate for the higher classification.
- C. Scheduled days of work that are cancelled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township or state health authorities, shall be rescheduled by the school district.

Cafeteria employees shall not report on these days and shall not be paid after the second cancelled day. If the law requires that the days be made up, cafeteria workers will be expected to work and will be paid for such make-up days.

- D. If required in-service for the members of the bargaining unit takes place at a time when the employees are not normally working, they will be paid for a minimum call-in of two (2) hours.
- E. Employees shall be reimbursed for uniforms and shoes. In addition to the uniform allowance, each employee will purchase one (1) apron at the beginning of the school year. The uniform and shoe reimbursement will be made according to the following schedule:

	<u>2008-2009</u>
Less than 3.9 Hours:	\$285
4.0 to 5.9 Hours:	\$305
6.0 Hours and Over:	\$325

Said reimbursement shall be paid at the time receipts are submitted. In order to qualify for the uniform and shoe reimbursement the employee must do the following:

- 1. Successfully complete the 90 day probationary period;
- 2. Provide original receipts reflecting purchase of uniform(s)/shoes.

Said uniform allowance will be prorated by 50% for those employees that complete their probationary period on or before February 1st.

- F. Employees who are working by October 1 and complete the year with perfect attendance (absences = sick days, unpaid leave days or personal business leave days) will have two (2) additional vacation days added to their vacation allotment for the following year.

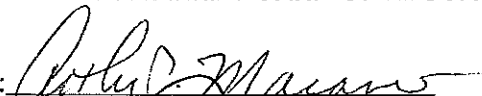
Employees who are working by October 1 and complete the year with one (1) absence (absences = sick days, unpaid leave days or personal business leave days) will have one (1) additional vacation day added to their vacation allotment for the following year.

ARTICLE XV
DURATION OF AGREEMENT

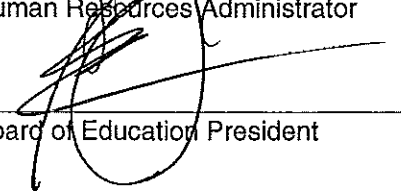
This Agreement shall be effective as of July 1, 2008 and shall continue in full force and effect until 11:59 p.m., June 30, 2009. At any time subsequent to April 1, 2009 either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin no later than twenty (20) days after delivery of such written notification; provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of, or support or assistance to, the Union.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives the day and year first written above.

WEST BLOOMFIELD BOARD OF EDUCATION:

By: 
Human Resources Administrator

Date: 9/9/08

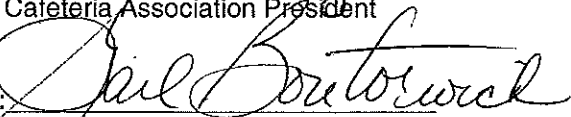
By: 
Board of Education President

Date: 9/15/08

WEST BLOOMFIELD CAFETERIA EMPLOYEES ASSOCIATION:

By: 
Cafeteria Association President

Date: 9/9/08

By: 
Cafeteria Bargaining Team Member

Date: 9-9-08

**CAFETERIA WAGE SCHEDULE
2008-2009 SCHOOL YEAR**

<u>Classification</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
STARTING	9.87		14.71	19.20
Completion of 90 work days prob.	10.10			
1 (Beginning of year after completion of probation)	10.74	11.90	16.70	20.23
2	11.42	12.35		
3	11.54	12.76		
4	11.92	13.17		
5	12.35	13.60	16.81	20.65
LONGEVITY (Beginning of 8 th year)	12.62	13.86	16.97	21.01
10	13.68	14.67	18.07	22.30
15	13.95	14.94	18.34	22.56
20	14.21	15.20	18.59	22.83

- Classification I Associates
- Classification II Cooks and Bakers*
- Classification III Middle School Manager
- Classification IV High School Manager

*Cooks and Bakers shall be classified as such by the Human Resources Administrator or his/her designee.

In order to move to a higher step on the salary schedule, an employee must be regularly employed by February 1 of the previous school year. Schedules are effective at the beginning of the pay period following July 1 of each year.

APPLIES TO CAFETERIA WORKERS HIRED AFTER JUNE 30, 2008

CAFETERIA WAGE SCHEDULE
2008-2009 SCHOOL YEAR

<u>Classification</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
	9.87	11.90	14.71	19.20

- Classification I Associates
- Classification II Cooks and Bakers*
- Classification III Middle School Manager
- Classification IV High School Manager

No Step Increments

