

MASTER AGREEMENT
BETWEEN THE
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
WALLED LAKE KITCHEN MANAGERS' ASSOCIATION

2004 - 2007

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This Agreement entered into this 3rd day of February, 2005, by and between the Board of Education of the Walled Lake Consolidated School District, County of Oakland, Michigan, hereinafter called the "Board" and the Kitchen Managers Association of Walled Lake School District, hereinafter called the "Association".

WITNESSETH:

Whereas, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its personnel with respect to hours, wages, and terms and conditions of employment, in consideration of the following mutual covenants, it is hereby agreed as follows:

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ARTICLE 1 - RECOGNITION

- A. The Walled Lake Board of Education recognizes the Walled Lake Kitchen Managers' Association as the exclusive and sole bargaining representative for all Kitchen Managers' Association employees.
- B. The term employee, when used in this Agreement, shall refer to all employees who are part of the bargaining unit.
- C. The term Board, when used in this Agreement, shall refer to the Walled Lake Consolidated School District Board of Education, County of Oakland, State of Michigan.
- D. Nothing in this Agreement shall deny or restrict any Kitchen Manager employee of the Board of Education the rights and privileges that are granted to said parties under the Michigan General Laws or any other statute of law.

ARTICLE 2 - RIGHTS OF THE BOARD

- A. 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 by the Board without prior negotiations with the Association either as to the taking of action during the term of this Agreement or the effects of such action. The above are not to be interpreted as abridging or conflicting with any specific provision 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, properties, facilities and its operations and 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, to determine qualifications and the conditions for continued employment, determine the number of personnel and scheduling 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 right to hire, promote, suspend and discharge employees, transfer employees, assign work or other duties to employees, including hours of work, working schedules and overtime work, 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 operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein or the institution of new and/or improved methods of changes therein.
 5. Adopt reasonable rules and regulations; maintain order and efficiency of all operations, and to establish standards of efficiency and competence.
 6. Determine the qualifications of employees, including physical conditions.

ARTICLE 2 - RIGHTS OF THE BOARD (Cont.)

7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 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.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the constitutions and laws of the State of Michigan or any other national, state, county, district or local regulations as they pertain to conducting the affairs of the Board.
- C. It is understood and agreed between the parties that certain contractual concessions may be made in order to accommodate existing, current and recent state and federal legislation relating to, but not limited to: Civil Rights Acts, Americans with Disabilities Act, Family and Medical Leave Act, Workers' Compensation, etc. In the event that the school district wishes to place or accommodate a disabled, injured, handicapped and/or other person that requires special consideration because of a physical, mental and/or emotional disability and/or need, or any other eligible employee the school board agrees to meet with the Kitchen Managers' Association prior to placing this individual in a position that may be contrary to the terms and conditions of this contract.

ARTICLE 3 - EMPLOYEE'S RIGHTS

- A. Pursuant to Act 379 or the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discharge or deprive or coerce any Association employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Association employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board.

- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board.

ARTICLE 4 - QUALIFICATIONS FOR EMPLOYMENT

- A. Shall be mentally and physically able to perform essential requirements of the job.
- B. Shall be willing and able to work around students.
- C. Shall be compatible with staff and other employees.
- D. Employees hired after January 1, 1996 - Shall be a certified member of the American School Food Service Association and Michigan School food Service Association within the first (1st) year of employment. Certification requires the successful completion of Statewide Training Program #120 School Food Service Sanitation.
- E. Employees shall have or obtain any certifications required by State and/or local health departments. Employer will pay for certifications, exams required for certification (upon successful passing of exam), periodic renewal fees for certification. Other training and certification may be required and will be reimbursed with prior approval of the Supervisor of Food Services.
- F. Shall participate in on-going training and attend two (2) programs and/or classes per year, as approved by the Supervisor of Food Services.

ARTICLE 5 - RETIREMENT

- A. After five (5) years of consecutive service and upon resignation or retirement, the employee will receive pay for one-half (1/2) of the earned unused sick days in their sick bank not to exceed one hundred and twenty (120) days. Upon death, regardless of length of service, the employee's estate will receive pay for the above mentioned sick days, provided he or she is an employee of the school district at the time of death.
- B. Upon retirement, the employee shall be paid one hundred twenty-five dollars (\$125.00) per year, not to exceed thirty (30) years for each year of service to the Walled Lake School District.

To be eligible for such benefits, the Kitchen Manager must be eligible for retirement as provided by the Michigan Public School Retirement Program and have at least ten (10) consecutive years of service with the Walled Lake School District.

In this instance "consecutive service" means continuous employment that is not interrupted for any reason other than personal illness or that of the spouse or children and/or those critically ill family members who warrant immediate attention and/or death in the immediate family.

ARTICLE 6 - PROBATION

- A. Employees will be placed on probation for forty-five (45) working days. If at the end of this period his/her work has been satisfactory, the employee will receive a permanent assignment. Normally a new employee will be placed on the starting rate of the salary schedule; however, a new employee may be granted credit on the salary schedule for experience elsewhere provided this experience is related to the work that the employee would be doing for the Walled Lake Schools. The employee's date of employment will begin as of the first day of the probation period provided the employee receives a permanent assignment.
- B. No paid sick leave days will be granted during the probationary period.
- C. If at the end of forty-five (45) working days the employee's work performance or attitude toward the job has been unsatisfactory, the employee will be released. However, the Board of Education reserves the right to release a probationary employee prior to the end of the probation period should they feel this would be in the best interest of the school district.

The Board may extend the probationary period another forty-five (45) days if the performance or attitude of the employee toward the job has been questionable and this employee shall be told of the problem and given forty-five (45) days to correct it. If, after this extension, the problem has not been corrected, the employee will be released.

- D. It will be the responsibility of the Supervisor of Food Services to determine if a new employee's work has been satisfactory or unsatisfactory during the probation period.
- E. The Association will be notified by the Personnel Office whenever a new employee has completed a successful probation period and is assigned to a position.

ARTICLE 7 - CLASSIFICATIONS AND SALARY SCHEDULES

A. There will be the following classifications:

- I Middle School Kitchen Manager
- II High School Kitchen Manager
- III Production Kitchen Manager
- IV High School/Production Kitchen Manager

2004-2005	Step 1	Step 2	Step 3	Step 4	Step 5
I	13.38	14.14	14.93	15.89	16.68
II	14.49	15.30	16.16	17.07	17.93
III	14.97	15.78	16.67	17.60	18.48
IV	20.61	21.01	21.42	21.85	22.94

2005-2006 salary schedule to be negotiated

2006-2007 salary schedule to be negotiated

- B. In the event of a change in the method of funding education in Michigan which results in significant reduction in anticipated revenues to the District, or in the event of the failure of any renewal of operating millage or similar economic hardship on the District, the Board may elect to reopen Article 7. The Board will not exercise this option unless or until other reasonable alternatives have been evaluated. The parties shall immediately commence collective bargaining to negotiate an agreement to resolve the problem. During bargaining Article 7 shall remain in full force and effect at the levels in existence on the date on which the hardship event occurs.
- C. No employee, during any twelve (12) consecutive months, shall receive compensation from the Board plus unemployment compensation in a total amount exceeding what the employee would have received had the employee been employed full-time under this Agreement by the Board. In the event an employee receives such excess amount, the employee's salary for the school year in which he/she is recalled to employment shall be calculated by subtracting the amount of the excess payment from the amount otherwise due under this Agreement.

ARTICLE 8 - OTHER FINANCIAL CONSIDERATIONS

A. Holidays - The Walled Lake Schools will recognize the following paid holidays:

Labor Day	New Year's Eve Day
Thanksgiving	New Year's Day
Friday following Thanksgiving	Good Friday
Christmas Eve Day	Easter Monday
Christmas Day	Memorial Day

B. Vacation Days - The Walled Lake Schools will recognize paid vacation days, payable to each employee on non-scheduled school days, according to the schedule as follows:

<u>Completed Years of Service</u>	<u>Vacation Days Paid</u>
0 - 4 years	11 days
5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years or more	16 days

Days are prorated for the first year of employment.

For purposes of computing vacation days, seniority starts when an employee is hired into the Walled Lake School District. Seniority will be prorated for less than full time service.

C. Benefits-Dual Coverage: The Board shall not be required to provide hospital/medical insurance to a Kitchen Manager who is under another hospital insurance plan or policy. The Kitchen Manager must certify to the Business Office that he/she and dependents are not knowingly covered under another hospital/medical insurance plan or policy, which is at least comparable to that provided by the Board. Kitchen Managers who cannot withdraw from coverage under the other policy may request coverage under the Board's hospital/medical plan. The determination to grant coverage must be by majority of a committee consisting of two Superintendents' designated representatives and two Association representatives. The decision of this committee shall be final and binding on the Board, Association and Administration.

ARTICLE 8 - OTHER FINANCIAL CONSIDERATIONS (Cont.)

1. Amendments to Health Care Coverage:

During the term of this Agreement, if and when any cost containment measures or reductions in insurance (medical, dental, vision or life) coverage, premiums (not attributable to census changes), or benefits (including an increase in deductibles or co-pays) is agreed upon and effectuated between the District and Walled Lake Education Association, then all of the same provisions shall become immediately effective for members of the Kitchen Managers Association.

- a. Effective January 1, 2005 health benefits changed to MESSA Choices. For 2005-2006 and 2006-2007 the contract will be reopened to negotiate benefits.

2. Wage Modifications:

- a. Pursuant to Article 8., C., of the Agreement, Association members will change to a \$5.00 dispensed as written prescription drug co-pay, if and when Messa offers the same.
- b. A flexible spending account option is available to Kitchen Managers Association Members as a benefit.

3. Life Insurance - The Board shall select the insurance carrier and support the cost for the employee who is scheduled to work six (6) hours or more per day of twenty thousand dollars (\$20,000.00) group term life insurance. Such programs shall pay to the employee's beneficiary the amounts so stated. Insurance coverage shall be terminated on the day an employee is no longer employed by the Walled Lake Schools department of Food Services. Coverage for new employees shall become effective the first day of the month following completion of a satisfactory probation period, provided the necessary enrollment forms have been completed and filed with the Business Office.

4. The Board of Education shall provide, at no cost to the employee, the MESSA Vision Plan I, or a comparable plan with a different company.

ARTICLE 8 - OTHER FINANCIAL CONSIDERATIONS (Cont.)

5. The Board of Education shall provide, at no cost to the employee, the Delta Dental Plan of Michigan 75/75/60, or a comparable plan with a different carrier.
 6. Employees who elect not to receive health, dental and vision coverage will receive life insurance benefits (a policy in the amount of \$15,000 AD & D), and shall receive in lieu of health, dental and vision benefits, a cash payment at the end of the fiscal year (prorated if they are employed for less than a full year) in the amount of \$1,200, less the amount of the applicable life insurance premium.
- D.
1. Scheduled days of student attendance that are canceled for the entire District because of conditions not within the control of school authority, 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 District up to the statutorily required days.
 2. Employees may be required to work on non-scheduled closing days. Employees will receive pay for the first two (2) non-scheduled closing days and will receive pay for other rescheduled days when the days are made up. Employees who work on a day when school is cancelled will receive double pay.
 3. When school is canceled after children have been picked up and the District cannot count the day as a full day for state aid purposes, employees will be sent home and will receive their regular day's pay. Double pay will be paid to those employees who are required to work on a day when school is cancelled.
 4. Except as provided above, rescheduling of days shall not affect, or otherwise require an adjustment of salary, compensation or other benefits provided within the collective bargaining agreement.
- E. Association members who have completed the Oakland Schools Training Program for Food Service Personnel (Silver Spoon) shall receive two-hundred (\$200.00) dollars per year stipend.

ARTICLE 9 - OVERTIME

- A. Overtime pay begins after an employee has worked eight (8) hours that day and provided that by the end of the week he/she will have worked at least forty (40) hours. Time worked shall include time actually worked, paid break time, paid holidays, paid jury duty, funeral leave days, sick day time and business days, but excludes lunch time, any unpaid leave of absence or Worker's Compensation leave days.
- B. Rate of Pay - Time and one-half the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours during any workweek and including Saturday.
- C. Sunday Work - All work performed on Sunday shall be paid at twice his/her regular rate of pay.
- D. Holidays - If an employee works on any of the holidays listed in Article 8, he/she shall be paid, in addition to his/her holiday pay, twice his/her hourly rate for all hours.
- E. All overtime work must first receive the approval of Administration. Employees shall be notified as to the appropriate administrator and backup administrator(s) for approval. The Board has the right to require overtime for all employees. Employees shall not be required to work on holidays, except in cases of emergency including, but not limited to, building vandalism or weather damage.

ARTICLE 10 - PAID LEAVES

- A. A bank of ten (10) sick leave days per year shall be credited to each Kitchen Manager at the beginning of the yearly period of employment. Probationary employees who successfully complete their probationary period after the start of the work year shall be credited with a prorated number of sick leave days at the beginning of their non-probationary period. Employees who are promoted from ESP#1 to Kitchen Managers Association shall have accumulated sick leave days prorated based upon number of hours-worked in previous position.

Total sick leave accumulation will be unlimited. Sick leave days may be used for personal illness of the employee or illness in the immediate family of the employee living in the same household and/or those critically ill family members who warrant immediate attention.

- B. Two (2) days of sick leave each year may be used as Business Days. All requests must be in writing except when an emergency situation prevails, approval may be obtained by telephone with a follow-up letter stating the date and reason for being off.

Written requests for the day off must be received in the office of the Supervisor of Food Services at least three work days before the day the employee wishes off. Requests will be granted only when there is sufficient number of substitute employees to cover the workload.

The day before and the day after a paid holiday or a scheduled vacation day cannot be used as a Business Day.

- C. Each employee shall be entitled to leave with pay without charge to his/her sick bank for death in the immediate family or immediate step family of the employee and/or spouse or the death of a person residing in the same household as the employee. The funeral leave shall be for a period not to exceed three (3) days, provided the employee attends the funeral. Immediate family shall mean mother, father, brother, sister, child, spouse, mother-in-law, father-in-law, grandchild and grandparents. Immediate step family shall mean step-mother, step-father, step-brother, step-sister, step-child and step-grandchild. In the event of the death of a spouse, child or step-child, the funeral leave shall be for a period not to exceed five (5) days, provided the employee attends the funeral. Additional time beyond the three (3) or five (5) days, if granted by the employee's immediate supervisor, will be charged to sick leave. The employer has the right to request and receive appropriate substantiation of attendance at the funeral and verification of residence of an individual residing in the household.

ARTICLE 10 - PAID LEAVES (Cont.)

Funeral leave may be granted to any Kitchen Manager in case of the death of a person whose relationship to the employee warrants attendance at the funeral. Time off for funerals may be granted before or after the fact by the Supervisor of Food Services. All approved absences caused by funerals will be deducted from the sick bank.

- D. Sick leaves days will accumulate but not be granted to probationary employees until employee is permanently assigned.
- E. Sick Bank Adjustments - Employees changing their daily hours of work shall have their sick leave bank adjusted (prorated) to a greater or lesser amount. That amount to be equal to the amount of hours used to earn their sick leave time. For example, an eight (8) hour employee that is rescheduled to a four (4) hour position would receive two (2) times the number of sick days previously held.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE

- A. Absence without pay may be granted to Kitchen Managers when an employee needs additional days off work which are not covered in the existing sections of Article 10 of the Master Agreement. Such requests must be made in writing to the Supervisor of Food Services and must be submitted ten (10) working days in advance for review. Requests will be forwarded to the Director of Personnel for final approval.

No more than two (2) approved absences without pay will be permitted to an employee per school year. Total number of days for approved absences without pay shall not exceed ten (10) days per year.

Extreme emergency cases will be handled on an individual basis by the Supervisor of Food Services.

Approvals will be on a first come, first served basis and will be based on qualified substitutes being obtained per building per absence.

- B. A Kitchen Manager having at least two (2) years seniority may be granted a non-medical leave of absence without pay and fringe benefits for up (to) one (1) year. An employee on an unpaid non-medical leave of absence will have her/his seniority frozen and seniority will not accrue while on the unpaid leave. Such a request must be written and submitted to the Supervisor of Food Services ten (10) working days prior to the intended start of the leave. Recommendations will then be forwarded to the Director of Personnel for final approval.

The employee must show intent to return to work in writing ten (10) working days before the leave is to expire. Failure to do so will be considered a resignation. An employee returning to work from leave of absence shall be placed on the same salary schedule as at the start of the leave providing the individual is to work in the same classification.

Upon expiration of the leave, the employee will be assigned to the same position, if available. If the vacated position is not available, the employee will be allowed to choose from any vacant position or one that may become available for the period of up to and not to exceed thirty (30) working days if one should become available and should the employee be qualified. After thirty (30) days the returning employee must accept the next available position as a Kitchen Manager or in the Cafeteria providing the employee has the qualifications and seniority to be eligible for a cafeteria position. If no positions

ARTICLE 11 - UNPAID LEAVES OF ABSENCE (Cont.)

are available as a Kitchen Manager or in the cafeteria, the employee will be placed on a preferred substitute list until a position is available.

- C. An employee who is called to jury duty shall receive the difference between his/her regular salary and the jury fee with no loss of accumulated leave for each day he/she serves on the jury and on which he/she otherwise would have been scheduled to work. Any day an employee is not called to jury duty, he/she will report to work.

- D. Family and Medical Leave:
 - 1. All eligible employees shall be provided up to twelve (12) weeks of family and medical leave during any twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid and unpaid, depending on the circumstances and as specified in this Section. Such leave will be granted only for one or more of the following reasons:
 - a. For the birth of a child and in order to care for that child, provided that the leave is requested and taken before the child's first birthday.
 - b. For the adoption of a child or placement of a foster child in the employee's home, provided that the leave is taken within twelve (12) months of the adoption or placement.
 - c. To care for a spouse, child or parent who has a serious health condition.
 - d. Due to the employee's own serious health condition.

 - 2. Eligibility Requirements:
 - a. In order to be eligible for a family and medical leave, an employee must be employed by the District for at least twelve (12) months prior to the commencement of the leave and must have worked at least one-thousand two hundred fifty (1,250) hours during that prior twelve (12) month period.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE (Cont.)

- b. All requests for family or medical leave must be submitted in writing to the Personnel Department at least thirty (30) days prior to commencement of such leave, except where the need for the leave is not foreseeable and thirty (30) days notice is not possible and in that event, notice shall be given as soon as is practicable.
 - c. If an employee fails to provide thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the District receives proper notice.
 - d. Where the necessity for leave is due to the serious health condition of a family member (as defined in Paragraph 1 of this Section) or the employee, and is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the work schedule or operations of the District.
3. All requests must set forth specific reasons for the requested leave. A request based upon a serious health condition of a family member or the employee must be supported by written certification of a reputable physician or health care provider. Such certification must be provided to the Personnel Department within fifteen (15) days of the request, if possible, or the employee must provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave. The written medical certification must contain the following:
- a. The date the serious health condition began.
 - b. The expected duration.
 - c. The appropriate medical facts regarding the condition, the diagnosis and a brief statement of treatment.
 - d. If the leave is for the care of a spouse, child or parent, the certification must include a statement that the patient requires assistance and that the employee is necessary to provide such assistance as well as an estimate of the amount of time such need will continue.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE (Cont.)

- e. If the leave is based upon the employee's own serious health condition, the certification must include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position.
4. A family and medical leave may be used intermittently or on a reduced schedule if leave is taken to care for a spouse, child or parent or due to employee's own serious health condition. Prior to taking leave, the employee should try to reach agreement with the Personnel Department regarding the time for intermittent leave or working of a reduced schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary and the District may require certification of the medical necessity. The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate (or even eliminate the need for) intermittent leave or a reduced schedule.
5. A family or medical leave under this Section is an unpaid leave. However, if the employee has any available accrued paid leave (vacation time and sick leave time) the employee must first use all paid leave time. Once all paid leave time is used, the remainder of the twelve-(12) weeks of leave will be unpaid.
6. While an employee is on leave, the District will continue the employee's health benefits during the leave at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the District will require the employee to reimburse the District the amount it paid for the employee's health insurance premium during the leave period. For employees obligated to pay a portion of the insurance premium through payroll deduction, all such payments shall be made directly to the Business Office not later than the twenty-fifth (25th) of the month for insurance coverage for the subsequent month. In the event an employee fails to make such direct payments and the District makes payments on their behalf, the employee will be obligated to reimburse the District as soon as possible after the leave for such amounts.

ARTICLE 12 - YEARLY WORK SCHEDULE

- A. The work schedule for all classifications will be established by the Supervisor of Food Services and shall follow the student school schedule for the school year, as well as days scheduled that may be other than the school calendar for that school year.
- B. The general work day shall be established by the Supervisor of Food Services and shall include a break of ten (10) minutes and a twenty (20) minute lunch. Only ten (10) minutes of the twenty- (20) minute paid lunch will count as time worked for purposes of overtime.
- C. On days when students are not scheduled, an employee may go into work, with permission from the Supervisor of Food Services. The hours must not exceed her/his regular hours and are to be paid at her/his regular rate of pay.

ARTICLE 13 - UNIFORM REGULATIONS

- A. A uniform allowance shall be set at two hundred fifty dollars (\$250.00) for each year, for the next three (3) years. Two (2) pair of shoes may be purchased from this allowance.

- B. Uniform allowance is granted to employees for their work year. Those employees who receive uniforms under this Agreement and leave the employ of the Walled Lake Schools within sixty (60) working days of the date of the receipt of their uniforms shall reimburse the Walled Lake Schools as follows:
 - 1. Within thirty (30) working days, the full cost of the uniforms.
 - 2. Within sixty (60) working days, prorated at fifty percent (50%) of the cost of the uniforms.
 - 3. This reimbursement shall be made before an employee terminates employment.

- C. At the end of each school year, the Kitchen Managers shall meet with the Supervisor of Food Services to establish color and/or theme of uniforms for the following school year. The uniform allowance may be used to purchase approved uniforms.

ARTICLE 14 - ASSIGNMENTS

The Administration shall advise each employee as early as possible of the employee's assignment for the following year if there is to be a change. However, the Administration reserves the right to reassign employees at any time during the school year on a temporary or permanent basis.

ARTICLE 15 - PROMOTIONS AND TRANSFERS

- A. Where promotions within the Association exist from one classification to another classification, a notice of such vacancy shall be posted in all kitchens. At the same time it will request any employees who are interested in this position to contact the Director of Personnel within the posted time.
- B. In selecting applicants for promotions or transfers such items as attendance, experience, ability, seniority, and compatibility with current staff will be considered. Transfers will be considered first.
- C. A list of applicants shall be sent to the president of the Association along with the determination. Each applicant will receive notification of the determination.
- D. All new employees will be placed on a forty-five-- (45) working day probationary period. An employee receiving a position upgrade or transfer will receive a twenty- (20) working day probationary period.
- E. Transfers - Whenever a vacancy in the Association shall occur, a notice of that vacancy shall be posted in all kitchens. At the same time it will request of any employee who is interested in this vacancy to contact the Director of Personnel in writing.
- F. Before transfers will be made; approval must be obtained from the Director of Personnel, the Supervisor of Food Services and the building principal in charge at the building where the vacancy exists.
- G. Personnel shall send a list of applicants to the president of the Association along with the determination. Each applicant will receive notification of the determination.

ARTICLE 16 - LAYOFF PROCEDURES

- A. Seniority shall be defined as length of continuous service as a Kitchen Manager. In the event of a layoff, the lowest seniority employee will be laid off. If A Kitchen Manager's job is eliminated, that Kitchen Manager may exercise her/his seniority right to bump into the position of the lowest seniority Kitchen Manager in the District. The lowest seniority Kitchen Manager will then be laid off. Laid off employees shall be placed on the preferred substitute list for a period of one (1) calendar year. Accumulated sick days will be held in the employee's bank but cannot be used.

- B. Reinstated Employees - if an employee is reinstated within one (1) year the employee shall receive the following:
 - 1. The accumulated sick days previously held,
 - 2. The seniority date previously held,
 - 3. The step on the salary schedule previously held.

- C. The President of the Kitchen Managers' Association cannot be dismissed because of activities as President of the Association.

ARTICLE 17 - DISMISSAL

- A. The authority for the imposition of discipline up to and including discharge shall be that of the Board of Education. Disciplinary action as set forth in this Agreement shall be defined as any verbal or written warning, reprimand, suspension, demotion or dismissal (discharge). The disciplinary action taken in any case shall reflect the degree that is consistent with the seriousness and nature of the offense. The parties agree that in general, discipline may be progressive in nature but depending upon the circumstances and the severity of the conduct of the employee, progressive discipline will not always be required.

- B. It is agreed that an immediate dismissal of a Kitchen Manager may result from the following offenses: excessive absenteeism or tardiness; intoxication or the use of alcoholic beverages during work hours or having the appearance or smell of alcohol on the individual; being under the influence of controlled substances or the use of controlled substances during work hours or having the appearance of use of controlled substances; dishonesty or theft; neglect of duty; inefficiency of work; insubordination or the demonstration of an uncooperative attitude with supervisors; or any other conduct which threatens the health, safety or welfare of another employee, children or any member of the public.

ARTICLE 18 - RESIGNATIONS

- A. Employees desiring to leave the employ of the Walled Lake Schools are required to give ten (10) days notice of such intent in writing to the Director of Personnel.

ARTICLE 19 - GRIEVANCE PROCEDURE

- A. 1. Any employee or group of employees of the Association claiming that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may process the claim as a grievance as hereinafter provided.
2. Prior to the initiation of the formal grievance procedure, the employee shall discuss the problem with the immediate supervisor. Every effort shall be made to resolve the problem informally. It is assumed that the initial step will be taken by the employee individually. However, in cases where two administrators are present at this meeting, the employee may request an Association representative to be present. For purposes of this Article, the immediate supervisor shall be the Supervisor of Food Services.
3. **Step 1** - In the event that the problem is not resolved informally, the employee may file a formal, written grievance with the Association with a copy to the employee's immediate supervisor and the Director of Personnel, not more than ten (10) business days after the event or occurrence which is the basis of the grievance becomes known to the employee. After the Association and the employee's immediate supervisor has received the grievance, designated representative(s) of the Association and the employee involved shall meet with the supervisor in a scheduled meeting within fifteen (15) business days of the employee's knowledge of the event or occurrence which is the basis of the grievance in an attempt to resolve the grievance. The appropriate supervisor shall indicate his/her disposition of the grievance in writing within twenty (20) business days of the employee's knowledge of the event or occurrence which is the basis of the grievance and a copy shall be furnished to the Association President, the Grievance Committee Chairperson, the Director of Personnel and the grievant.
4. **Step 2** - In the event the employee is not satisfied with the response of the Supervisor, as outlined in Step 1, the grievance shall be transmitted to the Step 2 administrator, the Director of Operations, within ten (10) business days of the receipt of the grievance. The District has the option to include the Director of Personnel (or his/her designee) in Step 2 of the grievance procedure. Within ten (10)

ARTICLE 19 - GRIEVANCE PROCEDURE (Cont.)

business days after the hearing, the disposition of the grievance shall be indicated in writing with copies to the Association President, Grievance Chairperson, the Director of Personnel and the Grievant.

5. **Step 3** - If the Association is not satisfied with the formal disposition of the grievance at Step 2 or if no formal disposition has been made within the period provided above, the grievance may be submitted to arbitration by the Association with an impartial arbitrator, provided written notice of the request for submission to arbitration is delivered to the Board within twenty-five (25) business days after the receipt of Step 3 response. Each party shall submit the names of three (3) arbitrators to each other within ten (10) business days of the date that the Association informs the Board that it is taking the grievance to arbitration. If the parties are unable to agree upon an arbitrator from the list of six (6) names presented, or if either party fails to respond with three (3) arbitrators within ten (10) business days, then the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation, misinterpretation or misapplication of any provision of this Agreement or any other rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment.

- a) He/she shall have no power to add to, subtract from, disregard, alter or modify any terms or the Agreement.
- b) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. The filing fee shall be paid by the moving party.

- B. If a grievance arises in more than one building, or involves more than one employee, it shall be initiated by the Association, and transmitted directly to the Step 1 administrator within twenty (20) business days after the event or

ARTICLE 19 - GRIEVANCE PROCEDURE (Cont.)

occurrence which is the basis for the grievance becomes known to an affected employee. All Association grievances shall first be discussed informally with the Step 1 Administrator.

- C. All meetings concerning grievances are to take place at reasonable hours and will not interfere with the assigned duties unless said meetings are called by school administration, Board or arbitrator.

All employees directly involved in the grievance or arbitration hearing, as mutually agreed on by the Superintendent and President of the Association, shall be released from their work responsibilities to be present at such meeting with no loss of pay when called by the above parties.

- D. The time limits described shall be strictly observed, but may be extended with mutual consent, but may be extended with mutual consent, in writing.

- E. 1. If an individual employee has a personal complaint, which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance may be adjusted without prior notification to the Association. An opportunity for the Association representative to be present shall be provided.

2. No adjustment of any grievance shall be made which is inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the employee shall be the sole responsibility of the Association.

- F. The Association will furnish the Board with the names of its Association representatives, grievance committee members, Association officers and Association staff, and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it is dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such employee purporting to be representatives.

- G. During each step where a grievance is reduced to writing, the written statement shall clearly specify:

1. The name or names, and signature/s of the aggrieved person or persons.

ARTICLE 19 - GRIEVANCE PROCEDURE (Cont.)

2. The specific section of the Master Agreement alleged to have been violated.
 3. In what way has there been a violation, misinterpretation or misapplication of this Agreement or rule or regulation of the Board.
 4. When this alleged violation occurred.
 5. The proposed remedy or remedies for resolution of the grievance.
- H. All document, communication and records dealing with processing of a grievance shall be filed separately from the building and personnel files of the participants(s).

ARTICLE 20 - SEPARABILITY AND SAVINGS CLAUSE

- A. If an Article or Section of this Agreement shall at any time become invalid under existing or future laws by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of the Agreement shall not be affected in any way and the remaining provisions shall continue in effect.

ARTICLE 21 - NO STRIKE CLAUSE

- A. During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in any strike as defined by the Public Employment Relations Act of Michigan, including slowdowns, boycotts, picketing in connection with any labor dispute, continuing union meetings, mass sickness and similar concerted activity. In the event of any strike in violation of this Agreement, the Association will deliver immediately to the Board notices to be posted in any or all schools affected, advising that such strike is unlawful, in violation of this Agreement and unauthorized by the Association, and the Association shall advise the striking employees by telegram immediately to return forthwith to their regular duties and shall further take any and all action reasonable within its power to bring the strike to an end.

- B. If the Association takes the foregoing steps in good faith and has not acted in violation of its obligation under this Article, it shall not be liable for damages for such strike; provided, however, the Board shall have the right to seek injunctive relief against the Association and any of its officers or agents or membership and any other persons engaged or participating in such concerted activity. The Association further agrees that the Board shall have the right to discipline (including discharge) any or all employees who violate this Article. In the event employees covered by this Agreement engage in the form of activity known as mass sickness, the Board shall have the right to demand physical examinations of such employees at its own expense.

- C. In addition to the foregoing, if any such strike in breach of this Agreement shall continue for three (3) working days, the Board shall have the right to cancel this Agreement by serving upon the Association written notice of cancellation effective forty-eight (48) hours thereafter. Such notice shall be deemed to be given when mailed or delivered to the officers of the Association.

ARTICLE 22- SERVICES TO THE ASSOCIATION

- A. The cost of reproducing the contract will be paid by the Board of Education.
- B. The Association will be allowed use of the inter-school mail service for correspondence with its members.
- C. A seniority list shall be brought up-to-date once a year and a copy sent to each Association member.
- D. The Board shall grant the Association use of school buildings for Association meetings. The use of these buildings shall be at reasonable times, which is defined as times other than when students are in attendance during the normal school day. Any use of the building shall be governed by Board policy.

ARTICLE 23 - EMPLOYEE EVALUATIONS

- A. All new employees shall be evaluated in writing prior to the end of their probationary period.
- B. After completion of the probationary period, all employees shall be evaluated in writing at least annually.
- C. Employees shall be evaluated by the Supervisor designated as the Step 1 Administrator in the grievance procedure.
- D. Each employee shall be given the opportunity to discuss and review the evaluation with his/her supervisor in a personal conference.
- E. Each employee must sign the evaluation to signify that he/she has received and read the evaluation. A signature does not mean that the employee agrees with the content of the evaluation.
- F. An employee shall have the right to attach rebuttal statements to the evaluation.
- G. The written evaluation and any rebuttal comments shall be inserted in the employee's personnel file.
- H. In the event an employee who is scheduled to be evaluated is not formally evaluated, he/she shall be deemed to be performing at a satisfactory level.
- I. No employee will be marked unsatisfactory in any category unless the concern or problem has been previously brought to the attention of the employee in writing prior to evaluation.

ARTICLE 24 - DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2004 until June 30, 2007.
1. The contract will be reopened for the year 2005-2006 and 2006-2007 to bargain wage and health benefits only.

Either party may give notice prior to May 1, 2007 that they wish to begin negotiations on a successor agreement.

- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date set forth above unless mutually agreed to in writing by both parties.

**WALLED LAKE
KITCHEN MANAGERS ASSOCIATION**

**WALLED LAKE
BOARD OF EDUCATION**

BY: Elizabeth J. Mussen
Elizabeth Mussen
President, Kitchen Managers Association

BY: Michael C. Karson
Michael C. Karson
President, Board of Education

BY: Cheryl Lambdin
Cheryl Lambdin
Secretary, Kitchen Managers Association

BY: Thomas McConnell
Thomas McConnell
Secretary, Board of Education

APPENDIX A
APPRAISAL OF EMPLOYEE PERFORMANCE
 This appraisal form is intended for use with:
WALLED LAKE KITCHEN MANAGERS' ASSOCIATION

Name of Employee _____ <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 20px;"> Last First </div>	Date of Evaluation: _____
Position in which Employee is being evaluated: _____ Department: _____	Building: _____ Date Employee came under your supervision: _____
Employee Status <input type="checkbox"/> Probationary <input type="checkbox"/> Non-Probationary	<p style="text-align: center;"><u>RATING SCALE</u></p> G - Good S - Satisfactory N - Needs Improvement U - Unsatisfactory NB - No Basis
<ol style="list-style-type: none"> 1. Please read the entire form to first understand the scope of this performance evaluation. 2. Remember that this is an annual appraisal of the employee's performance during the entire evaluation period. _____ to _____. 3. Be specific and provide examples when relevant to support your appraisal. 4. This appraisal form is to be completed by the employee's supervisor and submitted to the Personnel office 20 days before the end of the probationary period, and annually thereafter. A copy is to be given to the employee, and the original will be inserted into the employee's personnel file. In advance of the performance appraisal, the job description and/or other job expectations should have been thoroughly explained by the supervisor. 5. Please utilize the "comments" section to indicate ways in which this employee excels or needs some improvement. It is the intent of this appraisal process to focus on areas of strength and offer suggestions for continued professional growth. If improvement is needed in any specific area, please identify the specific nature of the needed improvement and offer suggestions on how such improvement is to be accomplished. 	

- GOOD** Individual's performance level is beyond normal job requirements and expectations.
- SATISFACTORY** Individual's performance fulfills the normal job requirements of the position.
- NEEDS IMPROVEMENT** Individual's performance is below the job requirements but could be improved through development, experience, and/or application.
- UNSATISFACTORY** Individual's performance is clearly below the level of acceptability.
- NO BASIS** Used when evaluator is unable to form a judgment on the employee's performance on this factor either because the factor does not apply, was not observed or because of other special circumstances.

- | | |
|--|----------------------|
| I. QUALITY/QUANTITY OF WORK | PLEASE CIRCLE |
| a. Demonstrates job knowledge | G S N U NB |
| b. Completes job assignments, meets deadlines and schedules | G S N U NB |
| c. Follows directions | G S N U NB |
| d. Follows rules and regulations | G S N U NB |
| e. Performs duties accurately and neatly and according to standards | G S N U NB |
| f. Quantity of work output | G S N U NB |
| g. Works effectively and efficiently | G S N U NB |
| h. Demonstrates knowledge, skill and proper care of tools and/or equipment | G S N U NB |

Comments: _____

II. WORK HABITS AND ATTITUDES

- a. Is dependable G S N U NB
- b. Is punctual G S N U NB
- c. Maintains acceptable attendance G S N U NB
- d. Performs work in an orderly manner G S N U NB
- e. Follows job and safety rules and regulations, when applicable G S N U NB
- f. Ability to work with immediate supervisor G S N U NB
- g. Accepts responsibility of job willingly G S N U NB
- h. Demonstrates interest in work G S N U NB
- i. Ability to work well without supervision G S N U NB
- j. Availability for work G S N U NB
- k. Uses good judgement G S N U NB
- l. Dresses appropriately for the job G S N U NB
- m. Is neat and clean G S N U NB
- n. Demonstrates initiative G S N U NB
- o. Attendance _____ # of days absent

Comments: _____

III. COOPERATION WITH OTHERS

- a. Employees G S N U NB
- b. Students G S N U NB
- c. Parents/Public G S N U NB
- d. Supervisor/Administration G S N U NB
- e. Follows proper channels of communication G S N U NB
- f. Willingness to work with and assist others when requested/needed G S N U NB

Comments: _____

Signature of Supervisor	Title:
-------------------------	--------

I have reviewed this evaluation with my supervisor and have received a copy.

Employee's
Signature _____ Date _____

The presence of the employee's signature shall indicate that the evaluation form has been reviewed by the employee. Signature does not necessarily imply agreement with the evaluation.

Statement by evaluatee attached. The evaluatee always has the right to prepare a written response to any formal evaluation. The response shall be attached at the time the evaluation is submitted to the Personnel Office.

cc: Employee
Supervisor

ARTICLE 7 - CLASSIFICATIONS AND SALARY SCHEDULES

A. There will be the following classifications:

- I Middle School Kitchen Manager
- II High School Kitchen Manager
- III Production Kitchen Manager
- IV High School/Production Kitchen Manager

2005-2006	Step 1	Step 2	Step 3	Step 4	Step 5
I	13.65	14.42	15.23	16.21	17.01
II	14.78	15.61	16.48	17.41	18.28
III	15.27	16.09	17.00	17.95	18.85
IV	21.02	21.43	21.85	22.29	23.40

2006-2007	Step 1	Step 2	Step 3	Step 4	Step 5
I	13.92	14.71	15.53	16.53	17.35
II	15.08	15.92	16.81	17.76	18.64
III	15.57	16.42	17.34	18.31	19.23
IV	21.44	21.86	22.29	22.73	23.87

ARTICLE 8 - OTHER FINANCIAL CONSIDERATIONS (Cont.)

1. Amendments to Health Care Coverage:

During the term of this Agreement, if and when any cost containment measures or reductions in insurance (medical, dental, vision or life) coverage, premiums (not attributable to census changes), or benefits (including an increase in deductibles or co-pays) is agreed upon and effectuated between the District and Walled Lake Education Association, then all of the same provisions shall become immediately effective for members of the Kitchen Managers Association.

- a. Effective January 1, 2005 health benefits changed to MESSA Choices. **All employees who select hospitalization will be assessed five (\$0.05) cents per one thousand (\$1,000.00) dollars of their annual base wages to be paid the first pay in June for the current school year and shall fall under the District Cafeteria Plan.**