

# **MASTER AGREEMENT**

**BETWEEN**

*The SCHOOL DISTRICT  
of the  
CITY OF WYANDOTTE*



**And**

**THE U.A.W., WEST SIDE LOCAL 174  
FOOD SERVICE EMPLOYEES**

**2005 - 2008**

TABLE OF CONTENTS

Article	Topic	Pages
Article I	<b>Preamble</b>	<b>1</b>
Article II	<b>Recognition</b>	<b>1</b>
Article III	<b>Union Security</b>	<b>1-3</b>
Article IV	<b>Representation</b>	<b>3-4</b>
Article V	<b>Management Rights</b>	<b>5</b>
Article VI	<b>Grievance &amp; Arbitration</b>	<b>5-6</b>
Article VII	<b>Hours</b>	<b>6-7</b>
	-Extra Move Up (Sections 1-6)	6
	-Emergency Work (Section 7)	6
	-Required to Work (Section 8)	6
	-Weekly Basis (Section 9)	7
	-Inclement Weather (Section 10)	7
	-Work Year (Section 11)	7
Article VIII	<b>Transfer &amp; Reassignments</b>	<b>7-8</b>
Article IX	<b>Seniority</b>	<b>8</b>
	-Layoff/Recall (Section 2)	8
Article X	<b>Union Bulletin Boards</b>	<b>8</b>
Article XI	<b>Injuries/Safety</b>	<b>8-9</b>
Article XII	<b>General</b>	<b>9</b>
	-Copy of Agreement (Section 1)	9
	-New Employees (Section 2)	9
	-Bond Insurance (Section 3)	9
	-Absence (Section 6)	9
	-Personnel File (Section 8)	9
	-Disciplinary Action (Section 9)	9
	-FMLA (Section 10)	9
Article XIII	<b>Leaves of Absence</b>	<b>9-11</b>
	-Military (Section 3A)	10
	-Peace Corps (Section 3B)	10
	-Illness (Section 3C)	10
	-Death (Section 3D)	10
	-Personal Emergency Business (Section 3E)	10
	-Around Holiday (Section 3F)	10-11
	-Without Pay (Section 3G)	11
	-Union (Section 3H)	11
	-Pregnancy/Child Care (Section 3I)	11
	-Jury Duty (Section 3J)	11
Article XIV	<b>Outsourcing</b>	<b>11-12</b>
Article XV	<b>Uniform Allowance</b>	<b>12</b>
Article XVI	<b>Travel Allowance/Vehicle Maintenance</b>	<b>12</b>
Article XVII	<b>Sick Days</b>	<b>12-13</b>
Article XVIII	<b>Holidays</b>	<b>13</b>
Article XIX	<b>Severance Pay</b>	<b>13</b>
Article XX	<b>Death Benefit</b>	<b>13</b>
Article XXI	<b>Lunches &amp; Breaks</b>	<b>13</b>

<b>Article</b>	<b>Topic</b>	<b>Pages</b>
<b>Article XXII</b>	<b>Salary</b>	<b>13-14</b>
	-Temporarily (Section 2)	13
	-10 Years of Seniority (Section 3)	13
	-Overtime/Errors (Section 4)	13
	-Additional Hours (Section 5)	13-14
	-Health Insurance (Section 6)	14
	-Extra Work (Section 7)	14
<b>Article XXIII</b>	<b>Evaluation</b>	<b>14</b>
<b>Article XXIV</b>	<b>Probation</b>	<b>14</b>
<b>Article XXV</b>	<b>Health Examinations</b>	<b>14</b>
<b>Article XXVI</b>	<b>Nonlunch Duty Days</b>	<b>14-15</b>
<b>Article XXVII</b>	<b>Classifications</b>	<b>15</b>
<b>Article XXVIII</b>	<b>Termination of Employment</b>	<b>15</b>
<b>Article XXIX</b>	<b>Strikes</b>	<b>15</b>
<b>Article XXX</b>	<b>Duration</b>	<b>15</b>
	<b>Signatures</b>	<b>16</b>
<b>Appendix A</b>	<b>Salary Schedule</b>	<b>17</b>

## **AGREEMENT**

*This Agreement, entered into this 6<sup>th</sup> day of September, 2005, between the Wyandotte Board of Education, hereinafter referred to as the "Employer" or "Board"; and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW; and West Side Local 174, UAW, hereinafter referred to as the "Union".*

### **Article I - Preamble**

The purpose of Wyandotte Public Schools Food Service Department is to provide nutritious, balanced meals, with courteous service, at the lowest possible price, while following the guidelines of the National School Lunch Program. The Employer and the Union mutually agree to provide the best possible service for the students of the School District. To this end, the Employer and the Union dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer and employees.

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Whenever the word "she" or "employee" is used in this document, it shall be deemed to include both female and male.

### **Article II - Recognition**

**Section 1.** The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, grievance procedure or other conditions of employment, for the term of this Agreement, of all employees of the Employer included in the following bargaining unit:

All full-time, regular and regular part time cooks, and assistants in the Food Services Department of the Wyandotte School District. Excluding all administrators, managers (including the food services manager), directors, licensed personnel, clerical personnel custodial/maintenance personnel, transportation personnel, aides, paraprofessionals, security personnel, substitutes and all other employees of the School District.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, which in any way affects wages, hours or working conditions of said employees.

**Section 2.** Regular employee is defined as an employee who regularly works or is paid for at least two (2) hours per day, other than students, substitutes, or temporary help.

Regular part-time employee is defined as an employee who works regularly and who works less than two (2) hours per day, other than students, substitutes, and temporary help.

Full-time employee means any regular employee who works eight (8) hours per day, five (5) days per week.

### **Article III - Union Security**

**Section 1.** It is understood and agreed that, as a condition of continued employment, all persons employed by the Employer in the bargaining unit which is the subject of this

Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment; that the continued employment by the Employer in said unit shall be conditioned upon the payment of the periodic dues of the Union. The failure of any employee to become a member of the Union not later than the thirty-first (31st) day of employment shall obligate the employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such persons on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any employee to maintain her Union membership in good standing by her failure to pay the periodic dues of the Union shall, upon written notice to the Employer by the Union so such effect, obligate the Employer to discharge such person.

There shall be no individual agreements between the Employer and the employees other than contained in these articles of Agreement.

**Section 2.** The employer shall deduct from the wages of each Union member who signs proper authorization cards, the sum of Union dues and initiation fee. Such deductions shall be made in accordance with the International Union, UAW, Constitution. Union dues shall be paid in arrearage (i.e. dues for the month of April will be deducted in May). All deductions shall be made during the first (1<sup>st</sup>) pay period of such calendar month with the exception of June when dues for the Month of June will be deducted from the second (2<sup>nd</sup>) pay period. Union dues adjustments will be made in June or upon termination.

Employees shall sign and deliver to the Business Office of the Employer an assignment authorizing deduction of member-

ship dues and initiation fees of the Union by the Employer in the form hereinafter set forth:

**AUTHORIZATION FOR CHECK-OFF DUES TO THE WYANDOTTE SCHOOL BOARD**

DATE

I hereby assign to West Side Local 157, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me as your employee (in my present or in any future employment by you and in the unit covered by this Agreement), such sums as the Financial Officer of said West Side Local 157, may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sums as may be established from time to time as Union dues in accordance with the Constitution of the International Union, UAW.

I authorize and direct you to deduct such amounts from pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the Collective Agreement between the Employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year or for the period of such succeeding applicable Collective Agreement between the Employer and the Union, which-

ever shall be shorter, unless written notice is given by me to the Employer and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Agreement between the Employer and the Union, whichever occurs sooner.

(Signature of Employee here)  
(Type or print name of Employee here)  
(Address of Employee)  
(City) (State) (Zip)  
(Date of Signature)  
(Social Security No.)  
(Date of delivery to Employer)

All sums deducted shall be remitted to the **Financial Secretary of West Side Local 174, UAW, located at 29841 Van Born, Romulus, Michigan, 48174**, no later than Tuesday after the first (1<sup>st</sup>) pay of the month, in which such deductions are made.

In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and by-laws, refunds to the employee will be made by the Union.

**Section 3.** Each remittance shall be accompanied by a statement giving a list, in duplicate, of the employees for whom remittances were or were not made and a specification of why deductions were made or not made. The Employer will notify said Financial Secretary of each employee's date of hire and other applicable and pertinent information concerning the employees that are laid off, discharged, transferred, quit, cleared for other reasons, such as leaves of absences, recalled, returned from a leave or rehired (including dates).

**Section 4. V-CAP VOLUNTARY CHECK OFF.** The employer shall deduct the amount checked off from each employee who has completed a voluntary Authorization for Assignment and Check Off of Contributions to UAW V-CAP form and deposited the same with the Employer. The amount shall be deducted each month such authorization remains in effect. The Employer and Union agree that the signing of this authorization is voluntary and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with the employer.

The employer shall remit the sums collected at the same time the regular monthly Union dues are remitted. At the time of remittance of such deductions to the Financial Secretary, the Employer will also submit a list of employees for whom the deductions have been made, together with the amounts.

**Section 5.** The Union shall indemnify the Employer and hold it harmless against any liability, loss or claims for damages resulting from the payment to the Union of any sums deducted under this Article pursuant to the instructions of the Union. All dues deduction refunds shall be made by the local union and not the Employer.

#### ***Article IV - Representation***

**Section 1. Bargaining Committee and Stewards.** The Union shall have the right to be represented by a Bargaining Committee, which shall consist of a Chairperson, Steward, and Recording/Secretary Steward. The representatives shall be employees of the Food Service Department elected in any manner determined by the Union. It is further agreed that when employees are recalled from layoff, the Chairperson shall be the first recalled, contingent only upon her skill and ability to do the available work.

**Section 2.** *Notification of Representatives.* It is agreed that the Union will file with the employer a complete list of its Bargaining Committee and will advise the Employer in writing of any changes made in the Bargaining Committee from time to time; and the Employer will file with the Union a list of its supervisory employees and will advise the Union of any changes made in this list.

**Section 3.** Union representatives shall notify an employee's immediate supervisor or other designated individual that the employee has requested Union representation to investigate a grievance.

If the employee can be released at that time, the supervisor will release the employee to talk to the Union representative. If, because of the immediate nature of the employee's work, i.e. the employee is handling a situation the employee cannot be released at that time, the supervisor will release the employee as soon as possible. The supervisor shall explain to the Union representative the nature of the emergency and confirm the explanation in writing, if requested.

The employee will not be released for longer than ten (10) minutes per shift. Once the investigation has stopped, the Union representative will notify the supervisor or designated representative that the employee has returned to work.

To the extent practicable, the Union representative handling the grievance investigation during working hours will be the steward on an alternate shift so that the steward will not have to be released from work.

If the meeting needs to go beyond the ten (10) minute limitation the Union representative will notify the supervisor and the employee will punch in and punch out for

the remainder of the meeting but may work beyond his/her shift to make up this lost time.

If this procedure is abused by the District or the Union, then one party will notify the other and the Union and the District will meet to modify or negotiate a new agreement, if necessary.

**Section 4.** Meetings between the Employer and the Union shall be scheduled to start at mutually agreeable times.

**Section 5.** All time limits specified in this Agreement shall not include Saturdays, Sundays, or non-working holidays.

**Section 6.** A member of the Bargaining Committee shall be consulted before an employee is discharged, or disciplined and a member of the Bargaining Committee shall have an opportunity to consult with the employee affected before she leaves the premises.

Any employee who charges that she has been unjustly discharged or laid off shall appeal such in writing within three (3) working days and request a hearing at a meeting of the management and members of the bargaining committee or such employee may file a grievance in accordance with the grievance procedure. In the event that the employer and the Union agree that an employee was wrongfully discharged, the employee shall be returned to work at her regular rate of pay without the loss of time or seniority rights and with full back pay.

**Section 7.** Any time any employee is requested to be in a disciplinary hearing with management she shall be given the right to have Union representation.

## ***Article V - Management Rights***

The Board and the Superintendent retain and reserve full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise, and manage, the School District and its food service program including the right to hire, reprimand, suspend or discharge, and the right to assign, transfer, or relieve employees from duty, provided it does not conflict with any provisions of this Agreement.

## ***Article VI - Grievance and Arbitration***

**Section 1.** *Procedure.* Should difficulties or any local trouble of any kind arise between the Employer and the Union, or its members employed by the Employer in the Food Service Department, as to the meaning or application of the provisions of this Agreement, these difficulties shall be settled as expeditiously as possible in the following manner:

***Step 1.*** All grievances of the Food Service employees shall be presented by the Steward to the immediate Manager/Supervisor within five (5) working days of the occurrence giving rise to the grievance. If not satisfactorily settled, *it shall be reduced* to writing by the Steward, signed by the aggrieved employee and referred to Step 2 within five (5) working days of the Step 1 presentation. Any grievance involving two or more employees can be signed by such employees or a member of the Bargaining Committee.

***Step 2.*** A meeting shall be held within five (5) working days of referral to Step 2 between the Steward and the **Manager/Supervisor**. If not satisfactorily settled, it shall then be referred to Step 3 within five (5) working days of the Employer's written answer. The Employer must give such answer within five (5) working days of such meeting.

***Step 3.*** A meeting shall be held within five (5) working days of referral to Step 3 or a date mutually agreed upon between the Chairperson and the Superintendent or her/his designee. If not satisfactorily settled at this meeting, it shall then be referred to Step 4 within five (5) working days of the Employer's answer. The Employer must give such written answer within ten (10) working days of such meeting. Reasonable time may be added between the steps of the grievance procedure upon written mutual agreement of the parties.

***Step 4.*** If the parties are unable to arrive at a settlement of a grievance after the above steps have been concluded, the Union may appeal it to arbitration within fifteen (15) working days after the Employer's final written answer in Step 3 by giving them written notice.

After the Union appeals the grievance to arbitration, representatives of the Employer and the Union shall attempt to select an arbitrator. If the parties are unable to agree on an arbitrator within five (5) days, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators.

The Union shall strike the first name from the list and the Employer shall then strike one (1) name and thereafter the parties shall strike alternately. The person whose name remains shall be the arbitrator. Either party has the right to reject one (1) complete list of arbitrators, in which case another list shall be requested of the American Arbitration Association.

The arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of the Agreement. The decision of the arbitrator shall be final, binding and conclusive on the parties.



The *fees and expenses* of the arbitrator shall be paid equally by the Employer and the Union.

## ***Article VII - Hours***

**Section 1.** There shall be two (2) separate sign up sheets posted by the first (1<sup>st</sup>) full week of school each year. One for the purpose of employees interested in working extra, after school functions, and the other for the purpose of employees wishing to move up for replacement work. Employees shall have an opportunity to sign each, or both, and must have signed by the second (2<sup>nd</sup>) full week of school.

Any employee wishing to sign either or both after the second (2<sup>nd</sup>) full week of school may do so but shall assume the highest extra hours plus five (5) hours.

If they sign a sheet for "move-up" hours, they must be willing to do any job in their classification.

On the beginning day of each school year all extra hours charged for each employee on both extra hours list shall be made zero (0). Rotation for extra hours purposes shall begin with the highest seniority employee, then the second (2<sup>nd</sup>) highest seniority employee and so on until everyone has been offered, worked or refused once. Rotation for the next available additional hours shall be offered to the employee with the least hours charged, then the next lowest hours charged employee and so on until work is accepted or refused.

**Section 2.** Extra hours shall be offered for move up at Roosevelt: first (1<sup>st</sup>) to Roosevelt and elementary employees with the least extra hours charged, providing there is time to find an elementary substitute and one is available for the elementary position.

**Section 3.** Extra hours shall be offered for move up at Wilson: first to Wilson and elementary employees with the least extra hours charged providing there is time to find an elementary substitute and one is available for the elementary position.

**Section 4.** If an employee is offered, refused or works extra hours on a move up, they will be charged any hours worked over and above their normal work hours only.

**Section 5.** Extra hours shall be offered for hours worked outside normal regularly scheduled work hours to all bargaining unit employees on a rotational basis according to least extra hours charged on a weekly basis from previous Friday list.

If an employee is offered, refused or works extra hours outside normal regularly scheduled work hours they shall be charged any such straight time hours.

**Section 6.** The Manager and Director will keep an accurate and up-to-date record of all extra hours worked or refused per employee.

The Director and Manager shall post a current record of all employees extra hours as of Friday by the end of the following Tuesday of each week in Roosevelt and Wilson Schools. The area for these postings will be mutually agreed upon by the Employer and Union.

**Section 7.** Last minute emergency work can be assigned to personnel as needed without reviewing entire list of employees, with volunteer(s) if possible. If more than needed, highest on move up list will be used.

**Section 8.** If no one accepts extra hours, move up hours, or overtime, the least senior person in the bargaining unit will be required to work the extra hours, move up hours, or overtime, as requested.

**Section 9.** The normal work week will be Mon-Fri during the school year.

**Section 10.** If due to inclement weather and/or other unforeseen emergencies, the Superintendent closes any or all school buildings, then employees scheduled to work that day shall receive their normal pay for that day.

Should an employee report to work on days when any school building is subsequently closed due to the above situations, said employee will receive pay for the hours actually worked in addition to her scheduled pay for that day.

**Section 11.** The work year will contain a minimum of one hundred eighty (180) days of opportunities to work.

Employees must be available to work the school calendar.

A tentative assignment, including dates, for the next school year will be given to each employee by August 1 preceding that school year.

### ***Article VIII - Transfers & Reassignments***

**Section 1.** All vacant job openings within the School District, school year or summer, shall be sent to the Union's Chief Steward. Food Service Employees shall have the right to apply for them.

**Section 2.** Any time a bargaining unit member transfers or is reassigned to a position within the School District, her position shall be filled in the same manner as in Section 3.

**Section 3.** When a vacancy in the Food Service Department occurs the job shall be posted immediately. The Union shall be given a copy of any Food Service Department job

transfer/assignment posting, with all names of employees who requested transfer/reassignment on the job.

The job shall be awarded to the employee that shows merit and the necessary ability. If more than one employee can show merit and the necessary ability then the employee with the highest seniority shall be transferred or reassigned to the job, and will be allowed up to twenty (20) regularly scheduled work days to demonstrate her ability on such job. An employee on this probationary period will not be allowed on the move-up-in-hours-overtime list to allow Management and employee time to evaluate the new job assignment. If the most senior employee refuses the transfer/ reassignment then it shall be offered to the next senior employee.

After the twenty (20) work-day probationary period is complete, the employee will be allowed on the move-up-in-hours-overtime list at previous accumulated hours.

The after-hours-overtime list is not affected.

**Section 4.** These opportunities shall be posted immediately for a week; except during the summer months this posting time shall be extended to a three (3) week period. Employees wishing to be considered for positions must request transfer or reassignment (on forms mutually agreed upon) during the week in which the job is posted. If an employee is absent during the time of posting they shall be notified at their home by their Union Chairperson. The area for postings shall be mutually agreed upon between the Employer and the Union.

**Section 5.** When an employee requests a transfer/reassignment for a job posting and is granted that transfer or reassignment, she will be transferred/reassigned to the job within

twenty (20) days. If during the twenty (20) weekdays she takes herself off the job or the Employer removes her from the job, she will return to her previous job. No more than two requests for transfers or reassignments can be made during one school year if the employee removes herself or has to be removed from the new positions.

**Section 6.** Should all of the above steps fail to fill a vacant position, the Employer shall have the right to fill such position as they deem necessary.

### ***Article IX - Seniority***

**Section 1.** Seniority shall be determined by the length of service with the Wyandotte School System. This shall be calculated for each school year of service an employee shall receive one (1) year of accumulated continuous service.

**Section 2.** Unless otherwise notified by the School District, all Food Service employees shall be returned to work at the beginning of each school year. In all cases, lay off and recall shall be determined by seniority first unless specified otherwise in this Contract; lowest seniority shall be the first to be laid off, high seniority shall be the first to be recalled to work from a lay off. (See Art. IV, Sec. 1.)

No new employees shall be hired as long as any seniority Food Service Employee has not been returned to work from any lay off.

**Section 3.** An employee shall lose her seniority standing for the following reasons:

- a. Resignation or retirement;
- b. Dismissal for just cause.

**Section 4.** An absence without notification and without just cause could result in disciplinary action (or suspension w/o pay to termination). Absence for three (3) or more

days without notification and just cause, may result in disciplinary action up to and/or including termination.

### ***Article X - Union Bulletin Boards***

**Section 1.** The Employer shall provide bulletin boards for the exclusive use of the Union. Such bulletin boards shall be used only by authorized individuals as agreed to by the Employer and the Union and only for Union business. There shall be one (1) bulletin board supplied for Roosevelt and Wilson schools and they shall be placed in mutually agreed upon areas.

**Section 2.** Nothing derogatory about the Board may be placed on the bulletin boards.

**Section 3.** The Union is responsible for everything placed on bulletin boards.

### ***Article XI - Injuries/Safety***

**Section 1.** In case of an accident, bargaining unit employees must notify their supervisor immediately. If necessary, bargaining unit employees shall be transported to the Board designated clinic for treatment. In an emergency, an employee shall be taken to the hospital. The Director shall fill out an accident report in both situations.

**Section 2.** In a situation where an employee is working after school hours and an injury occurs, the employee shall report the incident to a principal or head custodian.

**Section 3.** Any safety equipment that is required for the safety of bargaining unit employees by OSHA or the District or that the Employer may require for the bargaining unit employees, shall be provided at the expense of the School Board.

**Section 4.** The School Board may provide interested employees with CPR training and certification.

**Section 5.** The Employer and the Union mutually agree to establish a Safety Committee consisting of three (3) members, one (1) Employer representative appointed by the Employer, and two (2) Union representatives appointed or elected by the Union.

The safety committee shall meet when requested by either party at mutually agreed upon times.

**Section 6.** Any unsafe equipment or operation questioned by an employee must first be brought to the attention of the Food Service Department management.

**Section 7.** The Union and the Employer mutually agree to cooperate in enforcing all health and safety rules including all applicable State and Federal safety and health laws and regulations.

**Section 8.** Complete first aid kits shall be available for employees at each school.

## ***Article XII - General***

**Section 1.** The Board shall furnish each employee in the bargaining unit a copy of this Agreement. New employees shall be given a copy at the time of their employment.

**Section 2.** The employer shall notify the Chairperson of the unit within thirty (30) days that a new employee is employed within the bargaining unit, giving her name, address, hire date, and social security number.

**Section 3.** The School District provides bond insurance on all applicable employees.

**Section 4.** Any supplies necessary for Food Service Department employees in the course of their job duties shall be made available and supplied by the Wyandotte School District.

**Section 5.** Paychecks shall be disbursed bi-

weekly on Friday. If an employee is not working on the day the checks are disbursed she shall have the right to pick up her check.

**Section 6.** Except in extreme emergencies employees must notify their supervisor at least two (2) hours prior to their work schedule of their absence. However, employees whose work day begins before 7 am should call the night before if possible. All other employees should call off no later than 7 am.

**Section 7.** Management will attempt to fill vacancies for all positions including breakfast when they occur. If an employee calls off for a breakfast shift, they should call the Food Service Director the night before the shift or between 5:00 a.m. and 5:30 a.m. the day of the shift.

**Section 8.** Employees have the right to review personnel files upon request at reasonable times/places. No disciplinary materials will be placed in the file without the employee's knowledge. The employee will be notified if anyone demands to review her personnel file through FOIA.

**Section 9.** Disciplinary action will stay in the personnel file and be a part of progressive discipline for two (2) school or working years, as appropriate.

Disciplinary action in file will not be used as part of progressive discipline after two (2) school working years.

**Section 10.** Family Medical Leave Act (FMLA) leaves will be permitted as required by law.

## ***Article XIII - Leaves of Absence***

**Section 1.** An employee may apply for a leave of absence by submitting her request in writing to the Board through her immediate supervisor, stating the reason for and the length of time of the requested leave of

absence. Employees on leave of absence shall retain their seniority.

**Section 2.** For leaves of three (3) months or more, the employee shall be returned, if possible, to the same or similar location/hours in the same classification. If that position is not available, the lowest seniority person will be replaced and that person will be laid off.

Employees on leaves of less than three (3) months will return to the same position.

**Section 3.** Employees shall be eligible for the following types of leaves of absence:

A. A military leave of absence shall be granted, without pay, for service in the Armed Services. During such service, seniority shall accumulate.

B. The Board shall grant a leave of absence without pay to an employee who has been employed continuously for one (1) calendar year by the Board and who joins the Peace Corps as a full-time participant in the program. Such leave shall be granted only for the term of the initial enlistment. During such service seniority shall accumulate.

C. Upon written request to the Board, an employee shall be granted, without pay, one (1) year's leave of absence due to illness certified by a competent physician. During such a leave of absence, the employee's seniority will be retained and shall accumulate up to one (1) year. Such a leave of absence may be extended without loss of seniority by mutual agreement between the Board and the Union.

D. A paid leave of absence not to exceed five (5) days for each death shall be authorized by the Superintendent of Schools or his/her designee for a death in the employee's immediate family. The immediate family shall consist of:

Father, Mother, Brother, Sister, Husband, Wife, Son, Daughter, Grandparents, Grandchildren, Daughter-in-Law, Son-in-Law, Father-in-Law, Mother-in-Law, Aunt, Uncle, Niece, Nephew, Brother-in-Law, Sister-in-Law.

If the employee was working extra or move up hours, after the sixth (6th) consecutive day, in the same position, the employee would qualify for funeral leave at the move up, extra, or overtime hours pay rate.

E. A leave of absence for the transaction of personal emergency business shall be granted any employee in the bargaining unit by the Superintendent or his/her designee. Such a leave shall be with pay, but shall not exceed an annual allotment of three (3) days.

These days are not cumulative; however, any unused days may be added to the accumulated sick leave days up to a maximum of one hundred (100).

Personal emergency business shall be defined as a serious emergency, a catastrophe, or an unusually important occurrence necessitating an absence from work.

Persons absent for personal emergency business reasons will state their reason for being absent. If highly personal/confidential, a verbal reason to immediate supervisor or Superintendent/designee may be necessary.

If the employee was working extra or move up hours, after the sixth (6th) consecutive day, in the same position, the employee would qualify for personal day pay at the move up, extra, or overtime hours pay rate.

F. Any absence immediately preceding or immediately following a holiday or a vacation period must be approved in advance by the Superintendent after notification to

her/his supervisor. Use of illness days immediately preceding or following a holiday or vacation period may require medical proof.

G. A leave of absence without pay shall be granted to an employee who has been continuously employed for one (1) calendar year by the Board and who is elected or appointed to any Union office which removes her from fulfilling the duties of her regular employment. Such a leave of absence shall not exceed a period of one (1) year, but may be renewed or extended annually by mutual agreement between the Board and the Union. Seniority will be retained, but not accumulated during this period. Absences in this case for periods of less than one (1) month increments will not interrupt any employees seniority accumulation.

H. Union leaves of absence shall be granted so long as the Board has been given at least a two (2) week notice by the President of the Local Union or servicing representative. The Union will be responsible for the employees' wages. If Union leaves are abused by either party, then one (1) party will notify the other and the Union and the Board will meet to modify or negotiate a new agreement if necessary.

I. An employee who becomes pregnant shall report her pregnancy to her supervisor, no later than the end of her third (3<sup>rd</sup>) month of pregnancy, and shall submit a written statement from her personal physician at that time and each thirty (30) days thereafter attesting to her good health and her fitness to continue the normal duties of her job and her anticipated date of delivery. The employee shall be allowed to work so long as she is able to perform her duties and has the written approval of her physician to do so.

When the employee is no longer able to perform her duties the employee may utilize her sick days for her absence.

Upon the written application of an employee, the employee may apply for child care leave for a period not to exceed one (1) year after the employee is able to return to work.

An employee who has given birth to a child must present a written statement from her physician attesting to her fitness to return to work before returning to work after childbirth and/or a child care leave.

J. Employees will be excused (with pay) summoned for jury duty examination and investigation or school related court/subpoena appearance hearing and must notify the Human Resources Office within twenty-four (24) hours of receipt of such notice. If an employee is summoned and reports for jury duty, the seniority employee shall be paid her normal pay and turn into Payroll the amount received as a juror provided this amount is less than she would normally earn. In no case shall an employee be required to submit jury duty pay in excess of his/her normal wages.

If the employee was working extra or move up hours, after the sixth (6<sup>th</sup>) consecutive day, in the same position, the employee would qualify for jury duty pay at the move up, extra, or overtime hours pay rate.

## ***Article XIV - Outsourcing***

**Section 1.** School functions shall be defined as any function that requires the use of kitchen facilities. Any school function that includes the food preparation, service and/or use of the kitchen facilities shall require one (1) employee of the bargaining unit in the Food Service Department to be present. This shall include but not be limited to banquets (athletic and non-athletic), meetings, lunches or breakfasts whether or not these functions take place during normal school hours.

**Section 2.** Any and all food supplied and served within the school system between the

hours of 6:00 a.m. and 3:00 p.m. shall be prepared or served by the Food Service Department bargaining unit employees.

It is understood that current school programs such as the Trading Post and the Jo Brighton public lunch program along with fund raising activities are part of the educational process in our school system. Any existing food items sold in the Trading Post at the date of this Contract will be allowed to continue, but any new food items will be discussed with the High School Principal, the Food Service Director, the Business Manager, and a UAW Food Service Representative with the intention that any new items will not compete with the Food Service Operation.

**Section 3.** Except in extreme emergencies, any director, manager, other management personnel or supervisor of the Food Service Department shall not supplant bargaining unit positions.

**Section 4.** When work becomes available during the summer months due to rescheduling of the school calendar, bargaining unit employees shall be recalled by seniority to perform any such work and be paid their regular rate of pay. The most senior employee shall be recalled first. If she refuses, then the Board shall recall the next senior employee and continue with this process until the position is filled.

**Section 5.** The Employer agrees for the duration of the Contract that no employee will lose her job due to outsourcing or subcontracting. Further, there will be no diminution of the employee's pay, benefit levels, or hours of work.

#### ***Article XV - Uniform Allowance***

**Section 1.** A uniform allowance of one hundred seventy dollars (\$170) for 2005-2006, one hundred seventy five dollars (\$175) for 2006-2007, and one hundred eighty dollars

(\$180) for 2007-2008 shall be paid to the Food Service Employees assigned in permanent positions to Roosevelt and Wilson Schools. The Board will provide hats, hairnets, and aprons. Any alternative hats would be at employee's expense and shall be approved by the Food Service Director.

**Section 2.** This allowance shall be disbursed by October 1 of each year. Uniform shall consist of white, tan, or navy blue pants and closed-toe white leather shoes.

#### ***Article XVI - Travel Allowance/Vehicle Maintenance***

**Section 1.** Lunch delivery shall be continued by Food Service Department bargaining unit employees.

**Section 2.** Employees required to use their own personal vehicles for school business shall be paid \$3.60 per day for 2005-2006; \$3.70 for 2006-2007; and \$3.80 for 2007-2008.

Employees must have dependable transportation. Refer to Section 1.

#### ***Article XVII - Sick Days***

**Section 1.** Employees who are ill shall be entitled to ten (10) paid sick days per year.

**Section 2.** Employees shall be paid at their regular rate and regularly scheduled hours per each sick day.

After the sixth (6th) consecutive day, in the same position, the employee would qualify for sick day pay at the move up, extra, or overtime hours pay rate.

**Section 3.** Sick days may be accumulated up to one hundred (100) sick days.

**Section 4.** A bonus of one hundred dollars (\$100) will be paid to every employee with

perfect attendance (no personal illness or personal business days) for the entire school year; or a bonus of fifty dollars (\$50) will be paid to every employee with two or fewer absences for the entire school year.

### ***Article XVIII - Holidays***

**Section 1.** Employees will be paid their regular rate of pay and regular hours scheduled for the following days: Christmas, Christmas Eve, two (2) days after Christmas, New Year's, New Year's Eve, Thanksgiving, day after Thanksgiving, Good Friday, Easter Monday, and Memorial Day.

**Section 2.** Employees will be paid for their permanent scheduled hours, not move up, extra, or overtime hours pay rate.

### ***Article XIX - Severance Pay***

**Section 1.** An employee who has been employed in the Food Service Department for fifteen (15) working years or more and retires because of eligibility or medical reasons shall receive a lump sum severance payment equal to ten percent (10%) of their annual school year pay for the last year worked at time of retirement.

### ***Article XX - Death Benefit***

**Section 1.** The Board shall provide all regular employees who are members of this bargaining unit with a (prorated) death benefit:

up to 400 hours per year = \$6,000  
401 -600 hours per year = \$7,000  
601+ hours per year = \$10,000

### ***Article XXI - Lunches and Breaks***

**Section 1.** All employees, hired before 10/2/96, working four (4) consecutive hours or more per day shall receive a one half (1/2) hour paid lunch period.

**Section 2.** Employees shall be allowed a fifteen (15) minute break within any four (4) hour work period (if not receiving a paid lunch).

### ***Article XXII - Salary***

**Section 1.** (See Appendix A). Each employee shall move up one step for each year of service. Only the 2005-2006 wage has been determined. Wages for 2006-2007 and 2007-2008 are to be negotiated prior to those years.

**Section 2.** An employee temporarily working at a bargaining unit position of greater pay than her regular position, management, or Director position work shall receive an additional one dollar (\$1.00) per hour above the employee's regular rate of pay.

**Section 3.** Employees with ten (10) years or more seniority shall receive a check the first (1<sup>st</sup>) pay period of July for completion of the previous school year or upon retirement, at thirty five cents (35¢) per hour paid for that year. Employees with five (5) to nine (9) years of seniority shall receive a check the first (1<sup>st</sup>) pay period of July for completion of the previous school year or upon retirement, at twenty cents (20¢) per hour paid for that year.

**Section 4.** *Overtime.* Time and one-half (1.5) shall be paid for any work performed after forty (40) hours in any one (1) week. Time and one-half (1.5) shall be paid for any work performed on Saturday if over forty (40) hours.

Double time shall be paid for any work performed on Sundays and holidays if over forty (40) hours.

Errors in overtime/extra hours/move-up assignment will be rectified immediately by offering overtime/extra hours/move-up assignment to the affected employee on a time for time basis.



**Section 5.** An additional thirty cents (30¢) per hour will be paid for additional hours worked beyond the regular schedule/work day.

**Section 6.** After five (5) years of employment, employees will be given the opportunity to purchase health care insurance from a provider arranged through the Administration Office.

**Section 7.** *Extra Work.* Employees who work *extra work* such as banquets or conferences will be paid at the highest applicable cook's classification rate for all hours worked if billed to a third (3<sup>rd</sup>) party; one dollar (\$1.00) per hour more than employees' current rate if not a third (3<sup>rd</sup>) party.

### ***Article XXIII - Evaluation***

**Section 1.** All employees will be evaluated annually by their immediate supervisor, with input from building administration or Food Service Director.

### ***Article XXIV - Probation***

**Section 1.** New employees hired into the bargaining unit shall be considered to be probationary employees for the first ninety (90) working days of their employment.

**Section 2.** These new employees can and may be terminated without recourse to the grievance procedure through the first ninety (90) days.

### ***Article XXV - Health Examinations***

**Section 1.** A new employee must successfully pass a physical examination as a prior condition of his/her employment. This shall be administered by the school physician at no cost to the employee.

**Section 2.** The Board has the right to medically investigate any employee's absence which is reported as being for medical reasons.

Further, the Board may request and require reasonable medical proof of either an employee's ability or inability to return to work.

**Section 3.** Upon the recommendation of the Superintendent, the Board may request that an employee submit to a physical or mental examination, the results of which may be used in determining an involuntary leave of absence, which shall be without pay and without accumulation of future seniority.

### ***Article XXVI- Nonlunch Duty Days***

**Section 1.** Management shall offer work, if extra work is available/needed after cleaning work has been offered and assigned as per Section 4 of this Article, at the employees' regular rate of pay on student calendar days when lunch is not offered.

**Section 2.** One or more calendar inservice days of each year shall be available for specialized training for those Food Service Employees who wish to participate. The bargaining unit may submit ideas to Management on specific kinds of training desired.

**Section 3.** Training for these days shall be offered to all employees regardless of their regularly scheduled hours and shall be paid at their regular rate of pay.

Each employee shall have the right to perform regular bargaining unit work to complete their regular schedule work hours for these days. Bargaining unit work shall be defined as any task or assignment that would ever be performed by bargaining unit employees of the Food Service Department.

**Section 4.** Employees must work a minimum of two (2) days when cleaning is needed/required on non-lunch duty days. They must work a minimum of three (3) hours each day with the option to work up to their normal

normal hours each day. Management will provide a list of known half (1/2) days and allow employees to select the two (2) days, on a seniority basis (highest first). Once the list has been circulated through the entire seniority list, should any days not be filled by volunteers, then Management may force from the bottom of the seniority list to fill any vacancies.

Any employee that works on a non-lunch duty day will work at her regular rate of pay and regular number of hours. Management has the right to assignment on those days and will attempt to distribute the workload on an equitable basis.

### ***Article XXVII - Classifications***

**Section 1.** There shall be the following classifications:

Cook - Wilson  
Cook - RHS  
Food Service Assistant

**Section 2.** It is understood by both parties that there will be times when it will be necessary for employees to help other employees when needed. Additional/different duties may be assigned on a temporary or emergency basis due to unavailability of substitutes, late call-ins, or other emergencies.

### ***Article XXVIII - Termination of Employment***

**Section 1.** Any employee covered under this bargaining unit who leaves the employ of the School District shall give at least two (2)

weeks notice in writing to the Superintendent or his/her designee and to his/her supervisor.

### ***Article XXIX - Strikes***

**Section 1.** The Union shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any employee covered under this Agreement and no employee covered under this Agreement shall cause or participate in any strike or refusal to perform the duties of his/her employment during the term of this Agreement.

**Section 2.** Any employee who causes or participates in any strike or refusal to perform the duties of his/her employment shall be subject to disciplinary action including discharge.

**Section 3.** The Board shall not cause or permit any lockout of its employees covered under this Agreement for the term of this Agreement.

### ***Article XXX - Duration***

This Agreement shall be in full force and effect from July 1, 2005 through June 30, 2008 and shall continue in effect from year to year thereafter unless written request to modify or terminate is delivered by either party to the other at least sixty (60) days prior to June 30, 2008.

Contract reopener for wages only negotiations are provided for 2006-2007 and 2007-2008.

*In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.*

By \_\_\_\_\_  
David Gutenschwager, Business Mgr.

By \_\_\_\_\_  
Debbie Bardoni, Chairperson

By \_\_\_\_\_  
Patricia A. Cole, Superintendent

By \_\_\_\_\_  
Amy Lozowski

By \_\_\_\_\_  
Patricia Cusumano

By \_\_\_\_\_  
Stephanie Moreno

By \_\_\_\_\_  
Doug Grima  
President, West Side Local 174

By \_\_\_\_\_  
Jimmy Settles Jr.  
Region 1A Director

By \_\_\_\_\_  
Jim Burton  
Financial Secretary/Treasurer

# APPENDIX A

<b>WYANDOTTE SCHOOL DISTRICT FOOD SERVICE SALARY SCHEDULE</b>
---

	<u>2005-06</u>	<u>2006-2007</u>	<u>2007-2008</u>
Step 1	8.86	Tbd	Tbd
Step 2	9.03		
Step 3	9.20		
Step 4	9.35		
Step 5	9.54		
Step 6	9.69		
Step 7	11.05		

WILSON & ROOSEVELT COOKS \$1.00/hour more than above schedule