

AGREEMENT
BETWEEN THE

OVID-ELSIE AREA SCHOOLS
BOARD OF EDUCATION

AND THE

FOOD SERVICE BARGAINING UNIT

JULY 1, 2018 – JUNE 30, 2021



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AGREEMENT

This agreement between the **Board of Education (Board)** of Ovid-Elsie Area Schools, 8989 E. Colony Rd., Elsie, MI 48831 and the **Food Service Bargaining Unit (FSBU)**, of the same abbreviated reference to be referred to in the following articles of this contract will list the Ovid-Elsie Board of Education as the "Employer" and the Food Service Bargaining Unit as the "FSBU or Unit". The Employer shall issue a new contract within sixty (60) days of the ratification of this Agreement by both parties.

ARTICLE I – PURPOSE

- A. The purpose of this agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer, the Unit and the Employees of Ovid-Elsie Area Schools. The parties recognize that the interest of the community and the job security of the Employee depend upon the Employer's success in establishing the kind of service and quality of product that is acceptable to the School District constituents.
- B. To these ends, the Employer, the Unit and the Employees encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE II – RECOGNITION

- A. The Employer hereby recognizes the **Food Service Bargaining Unit** as the sole and exclusive bargaining unit of the Employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages and hours of employment.
- B. The term "Employee" as used herein shall include all Head Cooks, Cooks, Cafeteria Helpers, Ala Carte Cashiers, but excluding on-call Employees, substitutes, supervisors (as defined in the Act), and all other Employees of Ovid-Elsie Area Schools.
- C. The Employer agrees that, upon hiring any new Employees who are covered by this Agreement, the Employer will send a letter advising the Unit of the name, date of hiring, and address of the new Employee.

ARTICLE III – STEWARDS

- A. The Employees shall be represented by a Chief Steward, who shall be chosen or selected in a manner determined by the Employees and the Unit.
- B. Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances, and to attend grievance and negotiating meetings, after arrangements have been made with his/her Supervisor and permission granted.

- C. The Chief Steward is responsible for the seniority list and will work with the Supervisor on layoff and recall and shift management.

ARTICLE IV – JURISDICTION

Employees of the Employer who are not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation, or in cases of emergency, except that students may be used as they historically have been used by the Employer during the food serving time, provided there is no discrimination against the Employees covered by this Agreement.

ARTICLE V – SAFETY PRACTICES

- A. The Employer will take measures in order to prevent or eliminate any hazards which the Employees may encounter at their places of work, in accordance with the provisions of OSHA, State and local regulations.
- B. Employees are also expected to comply with promulgated rules and standards and with orders issued pursuant to OSHA, MIOSHA and School District regulations.

ARTICLE VI – SENIORITY

- A. A newly hired Employee shall be on a probationary status for ninety (90) work days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) work day probationary period the Employee's work performance is unsatisfactory, he/she may be dismissed by the Supervisor during this period without appeal by the Unit.
- B. Probationary Employees who are absent during the first ninety (90) work days of employment shall work additional days equal to the number of days absent, and such Employee(s) shall not have completed his/her probationary period until these additional days have been worked.
- C. Employees shall be laid off, recalled or demoted (i.e., hours reduced) according to their seniority in their classification. An Employee on scheduled layoff shall have the right to displace the least senior Employee who is in a classification previously held by the laid off Employee, provided the senior laid off Employee is qualified to hold the position held by the least senior Employee in the classification.
- D. An Employee who has completed his/her probationary period will lose his/her seniority for the following reasons:
 - a. He/She resigns; or,
 - b. He/She is discharged for cause.

- E. Seniority shall continue to accumulate within the bargaining unit for an Employee who is transferred to a supervisory position, with the Employee having the right to exercise his/her seniority and return to the bargaining unit in the event that he/she vacates his/her supervisory position.
- F. An agreed to seniority list shall be made available to each Employee covered by this Agreement on or about September 1st of each year. Such list shall contain the date of hire, the Employee's location and classification. Seniority shall be defined as the date of hire into the bargaining unit, regardless of location or classification.
- G. Personnel laid off shall remain on the layoff list and retain recall rights for a period as long as they were originally employed, up to a maximum of three (3) years from the date on which the layoff became effective.
- H. Any changes in hours or buildings for bargaining unit members, a two (2) week period will be allowed for Employees within the Unit to bump individuals with less seniority in their job classification.

ARTICLE VII – TRANSFER AND PROMOTION PROCEDURE

- A. Notice of all vacancies and newly created positions shall be posted on Employee bulletin boards by the Employer within one (1) pay period from the date of the vacancy.
- B. The Employees shall be given five (5) working days in which to make application to fill the vacancy or new position provided he/she has the necessary qualifications to perform the duties of the job involved.
- C. The senior Employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications.
- D. Newly created positions or vacancies are to be posted in the following manner:
 - a. Type of work;
 - b. The place of work;
 - c. The starting date;
 - d. The rate of pay;
 - e. The hours to be worked; and,
 - f. The classification.
- E. Job postings that occur during non-working periods shall be sent to all Employees through the mail or email. After the posting period has expired, the Supervisor shall then fill the vacancy within thirty (30) working days' time.
- F. Any Employee who may be temporarily transferred from his/her classification to another classification with the bargaining unit shall, as of the first (1st) day, be paid the rate of the

position from which he/she is transferred, or the rate of the position to which he/she is transferred, whichever is higher.

- G. Temporary transfers shall be for a period of no longer than thirty (30) work days, except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty (30) day time period, the position shall then be considered an open position and posted for bidding from interested Employees.
- H. An Employee on a temporary assignment in a higher classification will receive holiday pay at the higher rate if they work the day prior and the day after the holiday. When an Employee substitutes for another Employee for thirty (30) days or more, he/she shall earn sick days at the higher rate of the two (2) rates for the remainder of the assignment.
- I. Employees that promote to jobs shall be given a thirty (30) working day trial period. If the trial period is successful, the Employee must complete at least thirty (30) additional working days (total of sixty [60] working days) in the job before they are eligible to bid on another position.
- J. When substitutes are not available, remaining Employees shall be granted additional time to complete duties. Employees shall be paid at the higher rate of pay as in Paragraph F.

ARTICLE VIII – NEW JOBS

- A. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Supervisor shall place into effect a new classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary, in conjunction with the Superintendent. The Supervisor shall notify the Unit in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered temporary for a period of thirty (30) working days following the date of written notification to the Unit. During the thirty (30) working day period, but not thereafter during the life of this Agreement, the Unit may request in writing, the Supervisor to negotiate the new classification and pay rate, in conjunction with the Superintendent. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date the Employee first began working in the temporary classification, except as otherwise agreed.
- C. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Unit not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A of the Agreement.

ARTICLE IX – DISCIPLINARY ACTION

- A. Dismissal, suspension, and/or any other disciplinary action taken against a bargaining unit member who has completed his/her probationary period shall be only for just and stated causes with the Employees having the right to defend themselves against any and all charges.
- B. Disciplinary action taken against a bargaining unit member who has completed his/her probationary period shall include: verbal warnings (which the District has the right to document), written warnings, written reprimands, suspension and dismissal. All disciplinary action shall be confirmed in writing, under the signature of the Supervisory issuing the disciplinary action, and shall be incorporated in the bargaining unit member's personnel file. The bargaining unit member who is the subject of the disciplinary action shall sign for receipt of the disciplinary document and shall be given a copy of same. The bargaining unit member's signature shall acknowledge receipt, but shall not indicate agreement with the disciplinary action taken.

ARTICLE X – LEAVES OF ABSENCE

- A. An Employee who, because of illness or accident which is non-compensable under the Worker's Disability Compensation Act, and is physically unable to report for work, shall be given a leave of absence without pay and without loss of seniority for a period of time (up to one [1] year), which may be extended by mutual agreement between the parties, provided he/she promptly notifies the Employer of the necessity therefore, and provided further, that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, and for the continuation of such absence when the same is requested by the Employer.
- B. Leaves of absence without pay shall be granted for up to one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family, which includes spouse, children or parents.
- C. Leaves of absence without pay shall be granted for reasonable periods of time for training related to an Employee's regular duties in an approved educational institution.
- D. All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.
- E. In extenuating circumstances, a leave of absence may be granted to an Employee for a maximum of one (1) year without pay. A request for such leave must be made in writing to the Supervisor and approved by the Superintendent. A request in writing to return to work must be made in writing to the Supervisor and approved by the Superintendent, however, the Supervisor has the right to deny the request. Upon return from leave, an

Employee may be assigned to the same or equivalent position. Such personal leave may not be taken by an Employee to seek or accept other employment.

- a. During this leave of absence, the Employee's seniority shall be frozen.

ARTICLE XI – GRIEVANCE PROCEDURE

- A. A grievance is a difference between the Employer and the Employee of the Unit which involves an Employee, or groups of Employees, and concerns violations of this Agreement, or the interpretation or application of any provision of this Agreement, and may be processed directly to Step 2.
- B. Any Employee grievance is a difference between the Employer and any Employee concerning the interpretation or application of any provision of this Agreement
- C. The time elements in this steps can be shorted or extended by mutual written consent.
- D. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays. Winter Vacation and Spring Break are not considered working days.
- E. A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.
- F. Any Employee or Unit grievance not presented for disposition through the Grievance Procedure with five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the Employee or Unit first became aware of the conditions giving rise to the grievance, unless circumstances made it impossible for the Employee or the Unit, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.

Step One

- A. An Employee having a grievance present it orally to his/her Supervisor. In the event an Employee desires that his/her steward be present, he/she shall make his/her request through the Supervisor, and the Supervisor shall send for the Steward.
- B. In the event the grievance is not settled orally by the Supervisor, the Steward shall submit the grievance in writing to the Supervisor within three (3) working days from the oral presentation.
 - a. The Employee and the Steward shall sign the grievance forms. To be valid, the grievance forms must indicate:

- i. A statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement; and,
 - ii. The remedy or correction requested.
- b. The Supervisor shall give his/her decision in writing within three (3) working days.

Step Two

- A. Any appeal of a decision rendered by the immediate Supervisor shall be presented in writing to the Superintendent within five (5) working days of the date of receipt of the written decision of the immediate Supervisor. The appeal shall state the reason or reasons why the decision of the immediate Supervisor was not satisfactory.
- B. The Superintendent shall meet with the Chief Steward at a time mutually agreeable to them, but not later than fifteen (15) working days following receipt of the appeal.
- C. The Superintendent shall give his/her decision in writing to the Chief Steward of the Unit within five (5) working days of the meeting.

Step Three

- A. If the Unit is not satisfied with the disposition of the grievance by the Superintendent, then within fifteen (15) working days from the date of receipt of the decision rendered by the Superintendent, the grievance must be submitted to arbitration.
- B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator.
- C. The arbitrator, the Unit or the Employer may call any person as a witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that they may call.
- E. The arbitrator shall not have the jurisdiction to add to, subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
- F. The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If award and report is not clearly in favor of one party or the other, then the per diem fees of the arbitrator shall be shared equally by the parties.

- G. The arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- H. The decision of the arbitrator shall be final, conclusive and binding upon all Employees, the Employer and the Unit.

ARTICLE XII – STRIKE PROHIBITION

- A. The Unit recognizes that strikes, as defined by Section 1 of Public Employment Relations Act, as amended, are contrary to law and public policy. The Board and the Unit subscribe to the principle that differences shall be resolved by the appropriate and peaceful means in keeping with the high standards of education, without interruption of the school program. Accordingly, the Unit agrees that during the terms of this Agreement it will not direct, instigate, participate in, encourage or support any strike against the Bod by any member or groups of members which is contrary to law.

ARTICLE XIII – MANAGEMENT RIGHTS

- A. Subject to this Agreement and the Public Employment Relations Act, as amended, the Board, on its own behalf and on behalf of the electors of the School District, hereby retains the rights and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibility conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the rights:
 - a. To execute management and administrative control of the school system and the properties and facilities, and the activities of its Employees;
 - b. To hire all Employees, and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or dismissal, to promote and transfer all such Employees.
- B. The exerciser of the foregoing powers, rights, authority, 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 the specific and express terms thereof that are in conformance with the Constitution and the laws of the United States.

ARTICLE XIV – HOURS AND WORK WEEK

Section 1

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m., Monday and ending one hundred twenty (120) hours thereafter.

- B. Full-time shall be defined as six (6) hours or more daily.
- C. This section does not guarantee the Employee eight (8) hours per day, nor does it guarantee the Employee forty (40) hours per week.

Section 2

- A. Overtime rates will be paid as follows:
 - a. Time and one-half (1.5) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

Section 3 – Call Back

- A. Whenever an Employee is required to return to work after the completion of his/her regularly scheduled working hours for unscheduled work, he/she shall receive pay for the actual time worked at time and one-half (1.5) his/her regular rate or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is greater.

Section 4 – Distribution of Overtime and Substitute Help

- A. Overtime (to include catering but exclude fall staff meal and end of year staff meal, where applicable) shall be divided and rotated as equally as possible according to seniority and among those Employees who regularly perform such work, provided they are qualified to perform such work.
- B. In the event that an Employee is off work due to illness, then the temporary vacancy shall be filled in this order:
 - a. According to building seniority;
 - b. According to seniority outside of building;
 - c. Substitutes not in the Bargaining Unit.

Section 5 – Rest Periods

- A. Each Employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day, and one (1) fifteen (15) minutes rest period during the second four (4) hours worked per day. Six (6) hour Employees will have a second break, prorated.

ARTICLE XV – SICK LEAVE AND FUNERAL LEAVE

Section 1 – Sick Leave

- A. Each Employee covered by this Agreement will be entitled to sick leave accumulation in a single sick leave bank at the rate of one (1) day per month, with a limit of one hundred forty-

five (145) days maximum accumulation. All sick days shall be granted at the beginning of the school year after completing three (3) years of employment.

- a. In order to accumulate a sick leave day, an Employee must have worked sixty percent (60%) of their scheduled working hours in a month.
 - b. Probationary Employees shall accrue one (1) sick day per month worked, until the probationary period has expired or has been successfully completed.
 - c. An Employee on paid accrued sick leave will continue to accumulate sick leave days, while those on unpaid leave shall not.
- B. Sick leave shall be granted to an Employee when he/she is incapacitated from the performance of his/her duties by sickness, including pregnancy conditions, injury or for medical or optical examinations or treatment. Sick leave shall also be granted when a member of the immediate family of the Employee (which shall include children for whom the Employee has primary responsibility, spouse, grandchildren, or parent) requires the care and attendance of the Employee due to illness or injury. The Employer may request the Employee to either submit to a physical examination, or furnish medical verification in regard to the health of the member of the immediate family of the Employee, with such physical examination to be at the expense of the Employer.
- C. Use of such sick leave is to be limited to not more than thirty (30) days per year. An extension may be granted if approved by the Supervisor.
- D. Use of such sick leave is limited to two (2) days in a row. After three (3) days, a doctor's note will be required.
- E. Records of sick leave accumulated and taken shall be furnished to the Employee on or about September 1st of each year. Employees will acknowledge receipt and approval of the annual accumulated sick leave list, or contact the Administrative Office with any questions.
- F. Employees may donate sick days to one another as follows:
- a. Within bargaining unit only;
 - b. The contract language regarding sick leave usage will apply;
 - c. Employee have exhausted their own days before requesting donated ones;
 - d. Employees may donate a maximum of four (4) days per year to other Employee(s), however, days donated are strictly voluntary;
 - e. Requests for donated days must be in writing to the Supervisor for approval, in conjunction with the Superintendent, with a copy to the Chief Steward; and,

- f. A doctor's verification is required.
- G. A person employed during the full school year will be eligible for the following payment being made at the end of each year after July 1st, if cash flow allows:
 - a. If he/she is absent for sick leave during the year zero (0) or one (1) day, he/she will receive twenty percent (20%) pay of the remaining sick leave accumulated for the year (this is either nine [9] or ten [10] days.
 - b.
 - c. If he/she is absent for sick leave during the year two (2) or three (3) days, he/she will receive ten percent (10%) pay of the remaining sick leave accumulated for the year (this is either seven [7] or eight [8] days.

Section 2 – Funeral Leave

- A. All Employees shall be granted up to four (4) working days off with pay for a death in the Employee's immediate family. The immediate family shall be construed to mean spouse, parents, parents-in-laws, brothers, sisters, children, and step-children of the Employee. Additional time off shall be granted for travel and deducted from the sick leave bank.
- B. Employees shall be granted two (2) days off with pay to attend the funerals of grandparents, brother/sister-in-law, and grandchildren. Additional time off may be granted for travel and deducted from the sick leave bank.
- C. Employees may be granted one (1) day off with pay to attend the funeral of non-family members, as long as that time is deducted from their personal leave bank. Additional time off may be granted for travel and deducted from the personal leave bank.

Section 3 – Personal Days

- A. All Employees shall be entitled to a total of four (4) days per year for personal and/or business leave, which shall not be taken the day before or after the holiday, and such leave shall be requested forty-eight (48) hours in advance, except in cases of emergency. Any Employee who does not utilize all personal leave days in one (1) given school year will have a maximum of four (4) such days in the following year. Any unused personal days will be added to the Employee's accumulated sick leave days at the end of June each year.

ARTICLE XVI – HOLIDAYS

- A. The Employer will pay the normal day's pay for the following holidays, even though no work is performed by the Employee:
 - a. New Year's Day, Good Friday (if not scheduled as a work day), Labor Day, Memorial Day, the Wednesday before Thanksgiving (if not scheduled as a work day), Thanksgiving Day, the Day following Thanksgiving, and Christmas Day.

- B. Employees required to work on any of the above named holidays, that are not scheduled as part of the regular school calendar, shall receive time and one-half (1.5) for hours worked, in addition to regular holiday pay.
- C. Employees off sick on the holiday or the day before the holiday or after the holiday may be required to submit medical proof of illness in order to receive holiday pay.
- D. An unexcused absence before or after the holiday would eliminate the holiday pay.

ARTICLE XVII – HOSPITALIZATION

- A. The Employer shall, during the life of this Agreement, for each full-time Employee covered by this Agreement, provided they are not covered under another carrier, make the premium and medical benefit plan cost contributions specified below toward hospitalization insurance.
- B. During FMLA leave, the bargaining unit member shall be responsible for paying all medical benefit plan costs and premiums in excess of the Board's contribution.
- C. To the extent required by the Federal Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under FMLA, the District shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of FMLA, including District and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

ARTICLE XVIII- INSURANCE

- A. The Board will make medical benefit plan cost contributions at the current Hard Cap (monthly) specifications for Single, Two-Person or Full-Family.
- B. Enrolled Employees will be responsible for all premiums and medical benefit plan costs in excess of the Employer's contribution, as specified above. These amounts will be payroll deducted from the wages of the enrolled Employee.
- C. The Unit has the right to explore medical cost saving options during the life of this Agreement. However, the Board reserves the right to bid/select the insurance carrier.
- D. The Board agrees to adopt a Section 125 Plan for Employee health insurance contributions.

- E. The Board shall provide, without cost to the full-time Employee, an 80-80-80 Dental Insurance Plan, with one thousand dollars (\$1,000.00) annual and orthodontic maximums, for Employee members of the bargaining unit, their dependent spouses, and their dependent children, provided they are not covered under another carrier.
- F. The Board shall provide, without cost to the full-time Employee, a Vision Insurance Plan, for the Employee, their dependent spouses, and their dependent children, provided they are not covered under another carrier.
- G. All full-time Employees shall receive a total of five thousand dollars (\$5,000.00) term life insurance.
- H. Full-time Employees who voluntarily waive enrollment in (hospitalization) insurance will receive one thousand five hundred dollars (\$1,500.00) per year in lieu of health insurance on the further condition that the Employee provides written verification that he/she is enrolled in other (hospitalization) insurance coverage that is compliant with the Affordable Care Act. An additional five hundred dollars (\$500.00) annually will be added for each full-time Employee who takes cash in lieu per year.

ARTICLE XIX – PHYSICAL EXAMINATIONS

- A. Employees covered by this Agreement shall be required to be given physical examinations at times, dates and places when determined necessary by the Employer. The Employer shall pay the total cost of such examination.

ARTICLE XX – ACT OF GOD DAYS

- A. Employees not required to work on scheduled days of student instruction which are not held because of conditions within the control of school authorities, so called “Act of God” days, will be paid for two (2) days at their regular rate of pay.
- B. Employees shall work on any rescheduled day(s) of student instruction which are established by the Board, and will be paid at their regular rate of pay.

ARTICLE XXI – MONTHLY MEETINGS

- A. One (1) meeting prior to the beginning of the school year will be called by the Supervisor and will be paid at the regularly hourly rate. Any additional meetings shall be posted one (1) week in advance (except in emergencies), and shall state whether they are mandatory or optional.

ARTICLE XXII – JURY DUTY

- A. Employees requested to appear for jury duty qualification or service shall receive their pay from the Employer for such lost time as a result of such appearance or service, less any compensation received for such jury service, up to a period of thirty (30) days.

ARTICLE XXIII – CLASSIFICATION AND COMPENSATION

- A. The parties hereto agree that the Employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Schedule A, attached hereto, and made part hereof by reference.

ARTICLE XXIV – BINDING AGREEMENT

- A. This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXV – SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

- A. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an Employee, or group of Employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Unit.

Section 2

- A. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3

- A. If any Article or Section of this Agreement, or any supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVI – COOKS/CAFETERIA EVALUATION

- A. Annual evaluations shall be done for the first two (2) years of employment. Starting with year three (3) of employment, evaluations will be done every other year. Evaluations will be done by the Food Service Director (Supervisor).
- B. Employees required to take the State Certification class in Safety & Sanitation will pay for the class. Upon receiving notice that they have passed the class, a copy of the notice will be submitted to the District for reimbursement. If the class is out-of-district, round trip mileage will be paid.

ARTICLE XXVII – TERMINATION AND MODIFICATION


- A. This Agreement shall continue in full force and effect until June 30, 2021.
- B. Should the Board of Education determine that termination of this Agreement is necessary, written notice will be provided to the Chief Steward by March 1, 2021.
- C. Any renewal or extension of this contract shall be done by the deliberate act of the Board of Education.

ARTICLE XXIII – EXTENT, EFFECT AND SCOPE OF AGREEMENT

- A. There are no understandings or agreements or past practices, which are binding on either the District or the Unit other than, the written agreements contained in this Agreement. No further agreements shall be binding on either the District or the Unit until the same have been put in writing and signed by both the District and the Unit as either an amendment to this Agreement or as a Letter of Agreement approved and executed by both parties.
- B. It is the intent of the parties that provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that their understandings and agreements arrived at after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Unit, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached.
- D. All provisions of this Agreement are subject and subordinate to the obligations of either party under applicable laws or regulations unless such laws or regulations do not restrict the parties from agreeing to a contractual provision, which has become part of this Agreement, and which provides enhanced or diminished rights in comparison to the law or regulation. If any provision or application of this Agreement shall be prohibited by or deemed invalid under such applicable laws or regulations, or shall become unlawful due to legislative enactment, such provision(s) or application(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this

Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision, to the extent permitted by law.

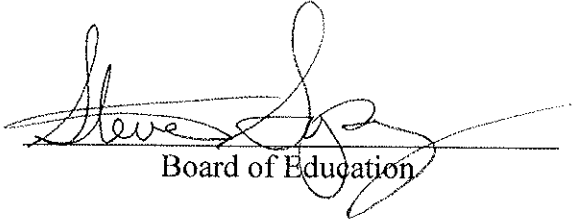
ARTICLE XXX – SIGNATURE PAGE


Board of Education

Food Service Chief Steward

Board of Education


Food Service Unit Member


Board of Education


Food Service Unit Member

SCHEDULE A – SALARY SCHEDULE

	2018-19	2018-19
Classification	Probationary Hourly Rate	Base Hourly Rate
Cook – Class A	\$10.46	\$13.91
Cafeteria Helper	\$9.34	\$12.41
Ala Carte Cashier	\$9.34	\$11.04
Substitutes	Minimum Wage	Minimum Wage
	2019-2020	2019-2020
Classification	Probationary Hourly Rate	Base Hourly Rate
Cook – Class A	\$10.57	\$14.05
Cafeteria Helper	\$9.43	\$12.53
Ala Carte Cashier	\$9.43	\$11.15
Substitutes	Minimum Wage	Minimum Wage
	2020-2021	2020-2021
Classification	Probationary Hourly Rate	Base Hourly Rate
Cook – Class A	\$10.68	\$14.19
Cafeteria Helper	\$9.52	\$12.66
Ala Carte Cashier	\$9.52	\$11.26
Substitutes	Minimum Wage	Minimum Wage

UNIFORM ALLOWANCE

- A. Each Employee covered by the terms of this Agreement shall receive a uniform allowance annually consisting of the following:
 - a. One hundred dollars (\$100) for shoes annually;
 - b. The District will provide four (4) t-shirts per Employee; and,
 - c. The District will allow Employees to wear jeans (or) black, navy blue or gray scrub pants.
- B. Shorts or Capris are not allowed.
- C. All other purchases must be preapproved by the Supervisor.
- D. Amount may be pro-rated based on date of hire.

RETIREMENT AND SEVERANCE PAY

- A. Employees who upon permanent retirement and qualify for MPSERS, and have been employed by the District for at least ten (10) consecutive years, will receive a severance pay based upon the following:

Years of Service	Amount
10-15 years	\$600.00, plus \$20.00 for each accumulated sick day
16-20 years	\$800.00, plus \$20.00 for each accumulated sick day
21+ years	\$1,000.00, plus \$20.00 for each accumulated sick day

- B. In the event of the Employee's death while still in the employment of the Employer, this benefit will be paid to the Employee's beneficiary, provided that the Employee has provided the Employer with a written beneficiary designation. If there is no such designation, the amount will be paid in accordance with the priorities established in Section 10 of the Payment of Wages Act, MCL 408.480.

OVID-ELSIE AREA SCHOOLS
CAFETERIA PERSONNEL
CLASSIFICATION AND SENIORITY LIST
(updated July 1, 2018)

<u>Classification</u>	<u>Date of Hire</u>	<u>Location</u>
Class A Cook		
KUSNIER, GINGER	11/02/1998	LEONARD
SODMAN, SUE	03/25/2002	HIGH SCHOOL
RAMBO, HEIDI	03/15/2004	MIDDLE SCHOOL
LADISKI, JESSICA	09/02/2014	E.E. KNIGHT
Cafeteria Helpers		
HALL, CHRISTINE	09/01/2010 (1)	HIGH SCHOOL
BOWEN, CHERYL	01/11/2011	MIDDLE SCHOOL
TERPENING, JERI LYNN	10/30/2013	HIGH SCHOOL
COOPER, AMY	05/09/2016 (1)	E.E. KNIGHT
PARMENTER, JANET	09/16/2016	LEONARD
Ala Carte Cashier		
MOORE, MICHELLE	05/09/2016 (2)	MIDDLE SCHOOL
HAMPTON, MARY	03/09/2017	E.E. KNIGHT
DRAHER, BRENDA	09/27/2017	HIGH SCHOOL
ROBERTS, TIFFANY	10/17/2017	E.E. KNIGHT
LADISKI, MICHELLE	02/02/2018	LEONARD
SANTRUCEK, BECKY	03/05/2018	LEONARD

UPDATED MAY 25, 2018

Food Service Employee Evaluation

Employee Name: _____

Job Title: _____

School Site: _____

Reporting Period: _____

INSTRUCTIONS:

Circle the rating that best describes the employee's performance using the standards listed within each functional area. If a specific standard does not apply, circle N/A. A score of 1 or 5 requires a notation in the comments section to document specific reasoning for the score.

1 BELOW STANDARD

3 MEETS STANDARD

5 EXCEEDS STANDARD

2 NEEDS IMPROVEMENT

4 AREA OF STRENGTH

NA NOT APPLICABLE

FOOD PRODUCTION		<i>Competencies: Maintains high standards of control for quality food production and service. Follows operational procedures for efficient and effective food production and service.</i>			
PERFORMANCE LEVEL					
BELOW STANDARD	STANDARD			EXCEEDS STANDARD	N/A
Inconsistent food production quality.	Uses trained cooking techniques to prepare appealing and nutritious food.			Offers suggestions for improving operational procedures for food production	
Does not produce accurate food quantities.	Follows protocol for holding, serving, portioning, batch cooking, inventory, completing production records, and following recipes.			Volunteers to learn new production techniques	
Disregards procedures for food production and documentation	Checks food during preparation and service to ensure quality standards are met.				
	Organizes tasks for efficient and effective food production and service.				
1	2	3	4	5	NA
COMMENTS:					

SANITATION, SAFETY, AND SECURITY		<i>Competencies: Maintains an environment conducive to protecting the health and well-being of the students through high levels of food safety and sanitation standards. Maintains a safe facility for food preparation.</i>			
PERFORMANCE LEVEL					
BELOW STANDARD Disregards safe food practices Does not adhere to safe work procedures Ignores personal hygiene & appearance policies.	STANDARD Follows safe food preparation and handling procedures. Follows rules of time/temp compliance, and corrects deviations. Maintains a clean and sanitary work area. Practices safe work techniques			EXCEEDS STANDARD Serves as a sanitation role model and offers corrective actions to coworkers. Identifies, and implements necessary improvements.	N/A
1	2	3	4	5	NA
COMMENTS:					

CUSTOMER SERVICE		<i>Competencies: Maintains high standards for the presentation and service of food in a pleasant environment</i>			
PERFORMANCE LEVEL					
BELOW STANDARD Exhibits a negative attitude when interacting with students. Considers customers and critique as an imposition.	STANDARD Assists in creating a pleasant eating environment. Handles customer complaints effectively. Is ready to serve BEFORE students arrive.			EXCEEDS STANDARD Uses unique tactics to encourage healthy food choices. Adjusts service based on customer and supervisor feedback.	N/A
1	2	3	4	5	NA
COMMENTS					

TEAM WORK, COOPERATION		<i>Competencies: Maintains a professional relationship with coworkers, educators, and administrators. Contributes to group responsibilities as a team member.</i>				
PERFORMANCE LEVEL						
BELOW STANDARD Exhibits a negative attitude when interacting with others. Avoids or refuses to work with other people.	STANDARD Assists coworkers as necessary in completing tasks. Contributes to a positive group work environment.			EXCEEDS STANDARD Instinctively assists without prompts. Always asks what can be done in advance to contribute.	N/A	
1	2	3	4	5	NA	
COMMENTS						

REGULATIONS & ACCOUNTABILITY		<i>Competencies: Maintains integrity of the meal program through compliance of all regulations. Maintains accountability of recorded documentation for compliance at local, state, and federal standards.</i>				
PERFORMANCE LEVEL						
BELOW STANDARD Unable to consistently identify a reimbursable meal. Does not comply with policies related to the meal program.	STANDARD -Maintains student confidentiality. -Identifies and ensures reimbursable meals meet established regulations. -Prepares reports and records accurately in compliance with regulations. -Handles cash according to protocol. - Follows district, local, state, and federal regulations, policies, and procedures.			EXCEEDS STANDARD Serves as a role model and teacher for other staff in maintaining program integrity and accountability.	N/A	
1	2	3	4	5	NA	
COMMENTS						

EQUIPMENT USE AND CARE		<i>Competencies: Implements administrative policies for proper use and care of all equipment.</i>			
PERFORMANCE LEVEL					
BELOW STANDARD Operates equipment carelessly and unsafely. Does not operate and clean equipment according to protocol.	STANDARD -Operates Equipment Safely. - Uses equipment suitable for the task being completed. -Follows sanitation procedures when using and cleaning equipment. -Monitors equipment operation and reports malfunctions.			EXCEEDS STANDARD -Practices energy conservation -Conducts preventative maintenance procedures.	N/A
1	2	3	4	5	NA
COMMENTS					

PROFESSIONAL EXCELLENCE		<i>Competencies: Performs all duties and responsibilities in an ethical and professional manner. Communicates effectively with management and other employees. Provides leadership as a team member of the school community.</i>			
PERFORMANCE LEVEL					
BELOW STANDARD Disregards the value of a diverse school meal program and it's community. Does not maintain, learn, or apply new skills and knowledge as needed.	STANDARD -Performs work-related activities efficiently with limited supervision. -Interacts with others in an ethical and professional manner. -Maintains cooperative and effective working relationships with others. -Reports to work on time and completes tasks according to work schedules. -Attends and participates in training activities.			EXCEEDS STANDARD -Seeks opportunities for improving self and performance. -Strives to create a positive image for school nutrition.	N/A
1	2	3	4	5	NA
COMMENTS					
Attended _____ Hours Training					

OVERALL RATING

BELOW STANDARD MEETS STANDARD EXCEEDS STANDARD

In review of the overall assessment a *professional improvement plan* (PIP) may be issued for employees with rankings that are below standards. If necessary a PIP will be attached to this form to prompt corrective action and follow up.

EMPLOYEE SIGNATURE

DATE

The employee signature indicates that the content of this review was discussed and she/he has received a copy. A signature does NOT signify agreement or disagreement with the content of the review.

EVALUATOR SIGNATURE

TITLE

DATE