

**The
Roseville
Community Schools**

AGREEMENT
2017 - 2020



**AMERICAN FEDERATION OF
STATE & MUNICIPAL
EMPLOYEES
COUNCIL 25 LOCAL 1103**

BOARD OF EDUCATION

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PRESIDENT**

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TRUSTEE**

**RUTH GREEN
TRUSTEE**

**GREGORY W. SCOTT
TRUSTEE**

COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into on this 11th day of November, 2017 between the Board of Education of the Roseville Community Schools, hereinafter referred to as the "Board" and by the American Federation of State, County and Municipal Employees, Council 25, Local 1103 hereinafter referred to as the "Union".

ARTICLE I PURPOSE AND INTENT

1.01 It is the general purpose of this Agreement to set forth the terms and conditions of employment, and to promote orderly relations for the mutual interest of the Board, the employees and the Union.

The parties recognize that the best interests of the community depend upon the success of the Board and the employees in establishing and providing services to the schools and its staff and students.

To these ends, the Board, the employees and the Union encourage to the fullest degree friendly and cooperative relationships between the respective representatives at all levels among all employees.

ARTICLE II RECOGNITION

2.01 Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board of Education of the Roseville Community Schools recognizes the American Federation of States, County and Municipal Employees, Council No. 25, Local 1103, as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and terms and conditions of employment for the term of this Agreement for all employees serving as permanent Lunchroom Supervisors and excluding all other employees of the Board.

ARTICLE III MUTUAL AGREEMENT ON AID TO OTHER UNIONS

3.01 The Board agrees that neither they nor their administrative staff will aid or promote any labor group or other organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

3.02 The Union agrees that it will operate independently from other Unions and locals and that it will not aid or support activities of other groups or unions.

ARTICLE IV MANAGEMENT RIGHTS

- 4.01 The Board of Education on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities, conferred and vested in it by the laws and the Constitution of the State of Michigan and of the United States except as the same are expressly and specifically limited by this Agreement.

ARTICLE V REPRESENTATION

- 5.01 The Union shall be represented in its communications with the Board by one (1) steward.
- 5.02 The Union shall notify the Deputy Superintendent of the name of the steward and her alternate.
- 5.03 The Steward shall have the right to investigate grievances during working hours provided that such investigation shall not take more than one-half hour of working time per week. An additional 30 minutes may be used with advance approval from the personnel office. The steward shall be allowed 10 minutes to travel to investigations mentioned above. Under no circumstances shall the steward be paid beyond her/his regular hours for the day regardless of how long the investigation/meeting lasts.
- 5.04 Should it be necessary for the steward to leave her work station for a brief period for Union business, she shall first notify her immediate supervisor.
- 5.05 The privilege for a steward to leave her station during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused.
- 5.06 Union officers shall be permitted the use of typewriters and duplication machines upon proper request to the affected building principal. Papers, stencils and similar materials used shall either be furnished by the Union, replaced by the Union or paid for by the Union. Use of equipment and materials shall be limited to local Union business only.

ARTICLE VI SPECIAL CONFERENCES

- 6.01 Special conferences for important matters will be arranged at a mutually agreed time between the local President and the designated representatives of the Board upon the request of either party. Such meetings shall include at least two (2) representatives of the Board and at least two (2) representatives of the Union.

Arrangements for the conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the conference shall be confined to those included in the Agenda. This meeting may be attended by a representative of Council 25 or a representative of the International Union.

ARTICLE VII GRIEVANCE

7.01 Definition:

A claim by an employee, group of employees, or the Union that there has been a violation, misapplication or misinterpretation of the terms of this Agreement - or any difference that arises between the parties in regard to rates of pay, hours of employment or conditions of employment covered by this Agreement, shall be deemed a grievance under this contract and will be subject to the grievance procedure as provided herein.

7.02 Time Limits:

Time limits shall be adhered to except as the parties may mutually agree to extend them. In the event the Employer fails to respond to a grievance within the time limit, the grievance shall be considered eligible for appeal at the next step of the procedure.

7.03 Definition of Days:

All references to days in the grievance procedure shall be deemed to refer to regular working days when the Central Administrative office is open for business.

7.04 Adjustment of Grievances:

Any individual employee, at any time, may present a grievance to her employer and have the grievance adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union may have an opportunity to be present when the adjustment is made.

ARTICLE VIII GRIEVANCE PROCEDURE

8.01 Informal Procedure:

An employee who believes she has a grievance may present such grievance on an informal basis to her immediate supervisor. The steward may be present.

8.02 Formal Procedure:

A grievance must be presented in writing by the steward to the immediate supervisor within five (5) days after the occurrence of the cause for complaint or if neither the Union nor the grievant had knowledge of the occurrence, then within five (5) days after the Union or the aggrieved party becomes aware or should have been aware of the cause for complaint.

ARTICLE VIII GRIEVANCE PROCEDURE (continued)

8.03 Step 1

If an employee feels that she has a grievance and that grievance has not been resolved through the informal step described in 8.01 above; the grievance shall be reduced to writing by the grievant or the steward stating the Articles and Sections believed to be violated, a statement of the occurrence and the remedy requested to satisfy the grievance. Such written grievance shall be presented to the immediate supervisor as related in the procedure in 8.02. The immediate supervisor shall respond in writing within two (2) days after receipt of the grievance.

8.04 Step 2

If the response of the immediate supervisor is not satisfactory, the Chief Steward may submit the grievance to the Deputy Superintendent within three (3) days after receipt of the response of the immediate supervisor.

The Deputy Superintendent shall respond in writing to the grievance within five (5) days after the meeting with the Union.

8.05 Step 3

If the dispute remains unresolved after completion of the foregoing procedure, the Union may, within thirty (30) days after receipt of the Employer's response at Step 2, with written notice to the Board of Education, submit the grievance to an impartial arbitrator selected from the American Arbitration Association, under and in accordance with the rules of said Association.

The decision of the arbitrator shall be final and binding on both parties.

8.06

Prior to any request for arbitration, either the Union or the Board may request a pre-arbitration hearing. Such hearing will be made in a private session with the Board of Education. Should the problem be resolved, the Union shall so notify the Board in writing.

8.07 Powers of the Arbitrator:

The arbitrator shall have no power to add to, delete from, alter or modify the terms of this Agreement.

8.08

The arbitrator shall be requested to submit his decision on the matter within thirty (30) calendar days after the conclusion of the hearing.

8.09

The fees of the American Arbitration Association and of the Arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring the expense.

ARTICLE IX DISCHARGE AND DISCIPLINE

- 9.01 In the event an employee is suspended or discharged, the Employer will notify the steward in writing of the action taken.
- 9.02 Should a discharged, suspended or disciplined employee consider the action taken to be improper, a complaint shall be presented in writing to the Deputy Superintendent within two (2) regularly scheduled working days.
- If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step 2.
- 9.03 Reports of disciplinary action shall remain active in the individual personnel file of the employee for two (2) years from date of issue.
- 9.04 While the disciplinary reports of prior infractions shall not be considered active for more than two (2) years from date of issue, errors or deliberate falsifications in applications, failure to divulge police records, or falsifications of health records may be considered as just cause for discipline or discharge whenever and however discovered.
- 9.05 The employer will attempt to handle disciplinary action in such a manner so as not to embarrass the employee publicly.
- 9.06 The Union President (Chapter Chairperson) shall be advised in writing of all suspensions or discharges of employees in the bargaining unit.

ARTICLE X PROBATION AND SENIORITY

- 10.01 New employees except those who are in temporary positions in the unit shall be considered as probationary employees until they have successfully completed sixty (60) calendar days of employment in a permanent position out of a ninety calendar day period excluding any periods when school is not in session. When an employee completes 60 successful calendar days in a permanent position within not more than a 90 calendar day period, she shall be entered on the seniority list of the unit and shall rank for seniority from the initial day of employment.
- 10.02 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. The Employer retains the right to discharge or discipline a probationary employee for any reason except for Union activity.

ARTICLE X PROBATION AND SENIORITY (continued)

- 10.03 A. Seniority shall be on a district wide basis in accordance with the employees last date of hire.
- B. Employees on a layoff or a Board approved leave of absence shall have their seniority date frozen as of the effective date of the layoff or leave.
- 10.04 Seniority shall not be affected by the race, sex, religion, marital status or dependent of the employee.
- 10.05 The seniority list on the date of this Agreement will show the names of all employees entitled to seniority within this unit.
- 10.06 The Employer will provide the Union with an up to date seniority list annually on or about January 15 of each year.
- 10.07 An employee shall lose all seniority in the unit if the employee:
- A. Quits, resigns, or retires.
- B. Is discharged and the discharge is not reversed through the grievance procedure.
- C. Is absent for two (2) consecutive working days without notifying the immediate supervisor, unless it be determined by the Employer that there was adequate justification for the employee to fail to notify the Employer of the absence.
- D. Does not return to work when recalled from layoff as provided in the recall procedure.
- E. Does not return from leave of absence at the conclusion of the leave.

ARTICLE XI SENIORITY OF OFFICERS AND STEWARDS

- 11.01 Notwithstanding their position on the seniority list, Chapter Chair, Chief Steward, and Steward in that order, shall in the event of layoff be continued at work as long as there is a job in the District which they can perform which is within the purview of this unit and shall be recalled in the event of layoff to the first open position in the order named.

ARTICLE XII LAY OFF AND RECALL

- 12.01 Should it become necessary to decrease the work force, members of the unit shall be laid off in the following order:
- A. Probationary employees shall be laid off first on a district wide basis.

ARTICLE XII LAY OFF AND RECALL (continued)

- B. Seniority employees shall be laid off in accordance with their district wide seniority with the least senior employees being laid off first until sufficient reduction has been accomplished. In proper cases, exceptions may be made by mutual agreement of the parties.
- 12.02 Employees to be laid off shall be given at least ten (10) calendar days notice of layoff. The Union shall be provided with a list of the laid off employees on the same date that notices are issued.
- 12.03 The usual discontinuation of services for the Thanksgiving and Christmas Holidays, spring vacation, or for the summer shall not be considered as a layoff and no notice shall be necessary.
- 12.04
- A. An employee may remain on the layoff list for two years or for a period equal to their employment in the position, whichever is the lesser.
 - B. When the work force is increased after a layoff, employees will be recalled in order of seniority with the most senior employee recalled first.
 - C. Notice of recall shall be sent to the employee at his last known address. If an employee fails to report for work within five (5) days after delivery of notice of recall, she shall be considered to have quit. Extensions may be granted by the Employer at his discretion.
 - D. A laid off employee may decline one offer of recall without affecting her status on the layoff list.
- 12.05 The Employer shall furnish the Union with a list of the employees recalled at the same time that recall letters are sent out.

ARTICLE XIII VACANCIES AND TRANSFERS

- 13.01 In the event of a vacancy or newly created position within the unit, the Employer will post the position in a conspicuous place in each building where members of the unit are employed for a period of seven (7) calendar days prior to filling of the vacancy. A copy of each posting will be forwarded to the Union steward.
- 13.02 A present employee wishing to transfer to a vacant or newly created position shall notify the Employer of her desire in writing prior to the closing of the posting period.

ARTICLE XIV LEAVE OF ABSENCE

- 14.01 Leaves of absence for reasonable periods not to exceed one (1) year may be granted without loss of seniority, for good cause, to those employees who have been continuously employed by the Board for two (2) or more years. An extension may be requested.
- Upon return to work from such leave, the employee shall be placed in an open/available position as soon as possible.
- 14.02 An employee who is called for jury duty shall receive the difference, if any, between the amount received for jury duty and her regular pay.
- 14.03 Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment with the Board shall at the written request of the Union be granted a temporary leave of absence without pay, for periods not to exceed one year, or the term of office, whichever may be shorter and upon their return shall be re-employed with accumulated seniority.
- 14.04 Members of the Union elected to attend a conference or convention of the International Union shall be allowed time off without loss of pay provided such time off shall not exceed 1/2 day per month and provided that not more than two (2) employees shall be granted such privilege at any given time.
- 14.05 An eligible employee shall be granted leave as provided under the terms of the Family Medical Leave Act.

ARTICLE XV SICK LEAVE AND PERSONAL BUSINESS LEAVE

- 15.01 Each employee covered by this Agreement shall accumulate one (1) day of sick leave allowance for each month that the employee received pay for over half of the work days in the month.
- 15.02 Unused sick leave days shall accumulate by hours in the employee's individual sick leave bank up to a maximum of one hundred and forty (140) hours.
- 15.03 The "day" as used for the basis of accumulation and for payment shall be the schedule of daily hours to which the employee is regularly assigned.
- 15.04 Sick leave days shall be used only for personal illness or physical disability of the employee. Routine examinations, dental appointments or surgical procedures which may appropriately be scheduled during vacation periods shall not be covered.
- 15.05 In the event of absence of an employee for illness or physical disability in excess of three (3) consecutive working days, the

ARTICLE XV SICK LEAVE AND PERSONAL BUSINESS LEAVE (Continued)

Employer may request a physician's statement verifying the illness and stating the anticipated length of absence.

- 15.06 In case of absence in excess of eight (8) days or due to a serious or contagious disease, the employee shall submit a physician's statement certifying her recovery and ability to return to full employment prior to her return to work.
- 15.07 All requests for extended sick leave, without pay, must be submitted to the Employer for approval. Proof of illness may be required at any time.
- 15.08 An employee who has exhausted her paid sick leave shall either resign or request an unpaid leave of absence due to illness. Upon return from sick leave, the employee shall be placed in the position from which she went on leave with the less senior employee returning to the position from which she came.
- 15.09 An employee may be granted two (2) days per year from her sick leave bank to attend to urgent personal business. Personal business means an activity that requires the employee's presence during her regular work day and is of a nature that it cannot be attended to at a time when the employee is not regularly scheduled.
- A request for a personal business day is to be submitted in writing containing the reasons for the leave, one (1) week prior to the requested leave day. In an emergency situation, a shorter notice may be acceptable.
- A personal business day will not be granted the last scheduled work day immediately before or the first scheduled work day immediately after a holiday or vacation period except in the event of an emergency.
- 15.10 An employee shall be allowed up to a maximum of five (5) working days per year as funeral days not to be deducted from accumulated sick leave, in the event of a death in the immediate family. In the event of a second or third death in the immediate family during the course of one school year, the employee will be granted up to three days of funeral leave with pay for each incident. The immediate family shall be considered to include the following relatives: Father, mother, grandfather, grandmother, brother, sister, son, daughter, spouse and grandchildren and the corresponding in-laws of the employee.

ARTICLE XVI WORK SCHEDULE AND RULES

- 16.01 The minimum regular work schedule for lunchroom supervisors shall be no less than one and one-half hours.
- 16.02 When called in for a special activity the lunchroom supervisor shall receive no less than one (1) hour's pay.

ARTICLE XVI WORK SCHEDULE AND RULES (continued)

- 16.03 Employees shall be eligible for extra compensation of forty-five cents (\$.45) per hour when they are required to remain more than one hour beyond their regularly scheduled period.
- 16.04 Lunchroom supervisors may be employed to supervise students under the direction of a certificated employee. They will be assigned to areas of the buildings and grounds as necessary by the Building Principal. It shall be their responsibility to uphold the rules as established and report infractions as directed. They shall not be employed as full-time lavatory attendants.
- 16.05 Lunchroom supervisors as a part of their duties may be required to set tables, clear and clean tables in the lunchroom.
- 16.06 When a building is closed due to heat failure or other emergency reasons, an employee shall receive pay for no less than the minimum work day of one and one-half hours.

ARTICLE XVII HOLIDAYS

- 17.01 A. Employees shall be paid their regular daily rate for the following designated holidays:

Thanksgiving Day and Day After Thanksgiving Day
Good Friday
Monday of Spring Break week
Memorial Day
Christmas Eve and Christmas Day
New Year's Eve and New Year's Day

If school should begin prior to Labor Day, employees who work the scheduled day before and the scheduled day after Labor Day shall be paid for the holiday.

- B. If a Mid Winter Break is scheduled in the school calendar, employees shall be paid for up to three lost work days of the Mid Winter Break. Example: If the break is one day, employees would be paid for one day; if the break is three or more work days, employees would be paid for three days.
- 17.02 A. On the two days when classes do not meet because of full day parent-teacher conferences at the elementary school and full day curriculum workshops at the secondary school, lunchroom supervisors shall not be required to work but shall receive pay for the regular hours scheduled.

Should these days not be included in the calendar because of program changes, the Employer shall meet with the Union to establish other days as substitute holidays.

ARTICLE XVII HOLIDAYS (continued)

B. Should an employee work an entire trimester without a deduction from her/his sick bank, s/he shall gain one (1) additional day's pay. Personal days taken on days when no lunch is served will not be charged as a deduction when tabulating an entire trimester.

These consecutive weeks: (1) will begin each September, there will be no carryover from the previous year; (2) must have at least 3 school days to count as a week. Although a shorter week will not count toward the extra day, it will not interrupt the count of consecutive weeks.

ARTICLE XVIII WAGE RATE AND UNIFORMS

18.01 A. Salary 2017-2018

<u>Step</u>	<u>2017-2018</u>
60 days prob.	\$9.25
Step 1.0	\$9.25
Step 1.5	\$9.25
Step 2.0	\$9.50
Step 2.5	\$9.50
Step 3.0	\$9.50
Step 3.5	\$9.50
Step 4.0	\$10.25

2017/2018

Two (2) non-work, non-paid days will be scheduled.
Due to salary increase, steps shall remain frozen.

B. Longevity

After 5 years an additional twenty-five cents (\$.25) per hour.
After 10 years an additional thirty-five cents (\$.35) per hour.
After 15 years an additional twenty cents (\$.20) per hour.
After 20 years an additional twenty cents (\$.20) per hour.

For example: \$10.25

after 5 years will be	\$10.50
after 10 years will be	\$10.85
after 15 years will be	\$11.05
after 20 years will be	\$11.25

18.02 General Uniform Smocks

Two (2) uniform smocks will be provided all regular lunchroom supervisors upon approval of the Superintendent. A sweatshirt option will be available for elementary lunchroom supervisors.

Employees shall have the responsibility for the laundering and upkeep of their uniform smocks and shall maintain a neat appearance at all times while on duty.

ARTICLE XVIII WAGE RATE AND UNIFORMS (continued)

Replacements will be made on a one for one basis. When a uniform smock is no longer serviceable, it shall be turned into the school office and approval for a replacement will be authorized.

Upon separation, an employee shall return uniform smocks to the immediate supervisor. The District will seek advice from the Union regarding uniform smocks.

The Union will select two (2) members who will assist the Personnel Office in choosing uniforms.

ARTICLE XIX RETIREMENT

- 19.01 A. An eligible employee may retire in accordance with the provisions set forth by the Michigan Public School Employees Retirement Act.

Upon submitting proof of retirement under provisions of the Michigan Public School Employees Retirement Act, employees shall receive a severance payment in the amount of zero for the first 10 accumulated sick leave hours in their individual bank plus 40% of any additional hours accumulated ranging from 11 - 50 hours and 30% of additional hours ranging from 51 - 130 hours. Maximum severance payment shall not exceed payment for 40 hours.

In the event of the death of the employee, the above described severance payment shall be made to the estate of the employee or his/her named beneficiary as requested by the employee in writing, at the same rate and under the same conditions as would accrue upon retirement.

Examples:

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<u>Employees Rate of Pay</u>	<u>Unused Hours</u>	<u>Zero of 1-10</u>	<u>40% of 11-50</u>	<u>30% of 51-130</u>	<u>Severance Payment</u>
\$9.25	10/fewer	0	n/a	n/a	\$0.00
\$9.25	12	0	2 hrs x \$9.25 x .40 = \$7.40	n/a	\$7.40
\$9.25	57	0	40 hrs x \$9.25 x .40 = \$148.00	7 hrs x \$9.25 x .30 = \$19.43	\$167.43
\$9.25	130	0	40 x \$9.25 x .40 = \$148.00 (16 hrs pay)	80 hrs x \$9.25 x .30 = \$222.00 (24 hrs pay)	\$370.00 (40 hrs pay)

ARTICLE XIX RETIREMENT (continued)

19.02 Employees may be requested to have physical examination to determine if employee is physically able to fulfill the responsibilities of the position. The Employer will reimburse up to five dollars (\$5.00) for the cost of the bi-annual TB test.

ARTICLE XX SAVINGS CLAUSE

20.01 Should any provisions of this Agreement be found contrary to the law, such provision shall not be deemed valid except to the extent permitted by law. All other provisions of the Agreement shall remain in full force and effect.

20.02 Emergency Manager Language

The following language is inserted pursuant to Act. No. 9 of the Public Acts of 2011, and is not the result of mutual agreement on the provision by the parties. This entire agreement or specific provisions of this agreement may be rejected, modified, or terminated by an emergency financial manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

ARTICLE XXI IN-SERVICE

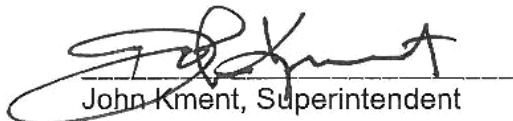
21.01 Realizing the desirability of a well trained staff, the Board will attempt to provide in-service programs yearly to train the Lunchroom Supervisors. Employees shall be paid their regular hourly rate to attend these programs.


ARTICLE XXII TERMS OF AGREEMENT

22.01 This agreement shall become effective November 7, 2017, with a reopener for salary in spring 2018, and shall continue in full force and effect up to and including June 30, 2020, when it shall terminate. Either party may request a reopener at anytime throughout that period for the purpose of discussions and/or negotiations regarding wages, benefits or other matters at issue. Should either party desire to continue this Agreement or renegotiate it, they shall give the other party written notice to that effect not less than sixty (60) days nor more than one hundred twenty (120) days prior to its expiration date.

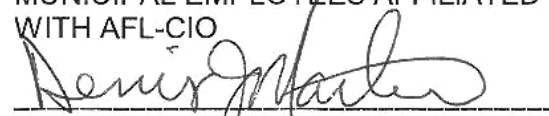
In witness Whereof, the parties have executed this Agreement the day and year first above written.

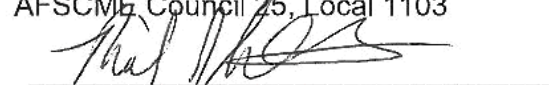
BOARD OF EDUCATION
ROSEVILLE COMMUNITY SCHOOLS


John Kment, Superintendent


Peter Hedemark
Assistant Superintendent

AMERICAN FEDERATION OF STATE,
AND MUNICIPAL EMPLOYEES
MUNICIPAL EMPLOYEES AFFILIATED
WITH AFL-CIO


Denis Martin, Staff Representative
AFSCME Council 25, Local 1103


Rick Smith, President
AFSCME Council 25, Local 1103

Tentative Agreement
Roseville Board of Education
And
AFSME Council 25 Local 1103 Lunchroom Supervisors
August 28, 2018 – 10:55 a.m.


Denis J. Martens
Michelle Prutz

Wages:

1. For 2018/19 staff who are eligible for a step increase will advance one half step on the salary schedule.
2. For 2018/19 employees who did not advance on the salary steps, will receive the longevity for which they are eligible.
3. For 2018/19 four non-work, non-paid days will be scheduled.
 - a. October 10, 2018 – PTC Middle School or October 12, 2018 – PTC Elementary (1 day)
 - b. January 17, 2019 – PTC Middle School or March 22, 2019 – PTC Elementary (1 day)
 - c. February 14 & 15, 2019 – Midwinter Break (2 days)

If the enrollment adjustment negates the need for furlough days, an adjustment will be made for any loss of wages.

Enrollment Adjustment:

Projected enrollment based upon loss of 100 kids is 4,657 (October 4, 2017 – was 4,757)
FTE Enrollment 4,687 =1 Furlough Returned (+30)
FTE Enrollment 4,717 =2 Furlough Returned (+60)
FTE Enrollment 4,747 =3 Furlough Returned (+90)
FTE Enrollment 4,757 =4 Furlough Returned (+100)

4. Employees that have been trained in and are running Meal Magic shall be paid a stipend of .25 cents an hour. Document successful use of Meal Magic of at least 5 days per term (breakfast or lunch) will be required to maintain this status.

Adjustments to 18.02

Each employee will be provided 2 pairs of rubber gloves per year.
The district may provide aprons in place of smocks.