

AGREEMENT

BETWEEN

BOARD OF EDUCATION

OF THE

LAPEER COMMUNITY SCHOOLS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 517M

FOOD SERVICE PERSONNEL

2011-2012

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This Agreement entered into this 4th day of August, 2011, by and between the Lapeer Community Schools Board of Education hereinafter called the "Board" and the Service Employees International Union, Local 517M, Food Service Personnel Unit, hereinafter called the "Union".

WITNESSETH:

PREAMBLE

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall set forth their Agreement on rates of pay, hours of work, and terms and conditions of employment of the Board employees covered by this Agreement.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE 1
DEFINITIONS

Section 1

The terms "Board" and "Union" shall include authorized officers, representatives, and agents. Despite reference herein, the "Board" and "Union" as such, each reserves the right to act hereunder by committee or designated representative.

Section 2

Reference to male employees shall include female employees, and reference to female employees shall include reference to male employees.

ARTICLE 2
RECOGNITION

The Board hereby recognizes the Union as the exclusive bargaining representative for:
All full time and regular part time food service personnel of the Lapeer Community Schools excluding all supervisors, administrators, teachers, teachers aides, custodians, office clerical, temporary and substitute employees, all other school district employees, and all contracted services.

ARTICLE 3
UNION SECURITY AND DEDUCTION OF UNION DUES

Section 1

All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same amount and in the same manner as Union members and shall do the above as a condition of employment.

Section 2

During the term of this Agreement the Board will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, and special assignments. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Board will continue to honor those written assignments already in its possession.

Section 3

The Union shall notify the Board in writing of the amount of such dues, fees, and assignments. The Board will cause such dues, fees, assignments to be remitted promptly to the Union. Normally, deductions will be made on the last pay period of each month. The Board shall provide, each October, a master list of all unit employees and the amount paid by each. In subsequent months the Board shall provide a copy of the October list and a list of all additions and deletions.

Section 4

All employees presently employed by the Board of Education shall make the above payment to the Union on the first full pay period after the ratification of the current contract by members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) workdays of employment with the Board of Education.

Section 5

The Board shall provide the Union, at the time of hiring for each new employee, the name, assignment, and the date of hire for the new employee. The Board shall inform the Union on the date of return of any employees returning from leave of absence. The Board shall inform prospective employees prior to hiring of the contents of this article.

Section 6

The Union agrees that the amounts paid to the Union by non-Union member employees must be established consistent with the applicable laws and administrative law interpretations regarding non-Union member employee representation costs. Furthermore, the Union shall not request the Board to collect any fee, assessment, or contribution from any employee for which to do so would be a violation of the then applicable interpretations of the laws governing such payments.

Section 7

In the event of any legal action against Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present brought in a court or administrative agency because of its compliance with Article 3, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires;
- The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels;

- The Union shall have complete authority to compromise and settle all claims which it defends under this section.

The Union agrees that in any action so defended, it will indemnify and hold harmless Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 3, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 4 **UNION RIGHTS**

Section 1

The employees and the Union, as their exclusive bargaining representative, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.

Section 2

The Board agrees to furnish the Union in response to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and other such information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the food service staff and customers, together with information which may be necessary for the Union to process any grievance or complaint. Such requests must be in writing and specifically designate the material requested. For materials not normally mass produced a reasonable cost/charge may be required.

Section 3

The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings, providing such use does not interfere with previous building commitments.

Section 4

Duplicating machinery shall be available for Union use. Materials used solely for the benefit of the Union shall be paid for by the Union. Materials used for preparation of items of mutual and common use shall be provided without cost by the Board.

Section 5

The Union shall appoint stewards and alternate stewards. No steward or alternate, regardless of when selected, shall function as such until the Board has been notified in writing by the president of the local Union, chairperson of the unit, or an international Union or council officer of her/his election.

Section 6

Stewards and their alternates and other Union officials shall be permitted to engage in contract

negotiations and adjustment of grievances subject to the limitations set forth in this Agreement.

Section 7

Any steward or alternate steward having an individual grievance in connection with her/his own work may ask that another steward or alternate or Union official assist her/him in adjusting the grievance with her/his supervisor.

Section 8

Bulletin boards shall be erected in a conspicuous place for the purpose of posting notices of Union business or activities. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

Section 9

All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail to such address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 5045 Miller Road, Suite C, Flint, Michigan 48507, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to her/his last address recorded in the Board's office. It shall be the responsibility of employees to notify the Board and their immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

ARTICLE 5 **MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right to:

1. Manage and control the school's business;
2. Direct the working forces and promote, reassign, layoff, and transfer employees as may be necessary as per contract;
3. Determine the size and placement of the working force and location of all work operations;
4. Adopt and enforce reasonable rules and regulations;
5. Determine all services, supplies, and equipment necessary to continue operation;
6. Determine standards of operation and goals for improvement;
7. Determine qualifications for employees generally and the specific qualifications for various positions;
8. Determine all financial policies and operations;
9. Determine the supervisory organization for all operations.

The exercise of these powers, rights and authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement and by Act 379 of the Michigan Public Acts of 1965. Pursuant to P.A. 112 of 1994, the Board is the sole authority to decide matters that are labeled

"prohibited subjects of bargaining" unless otherwise changed by subsequent law. Finally, pursuant to P.A. 9 of 2011, an emergency manager appointed under the Local Government and School District Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

ARTICLE 6 **LEAVE PROVISIONS**

Section 1

The Board and Union agree that regular attendance of all employees is essential to the proper operation of the Board's cafeteria operations. Further, it is agreed that the leave provisions here set forth provide for the reasonable absences from work of employees. The Board reserves the right to investigate suspected abuses of the leave privileges and to require reasonable proof when evidence exists that abuse has occurred. Furthermore, the Board has the right, limited by the provisions of this Agreement and applicable laws, to discipline employees for abuse of leave privileges or for excessive absenteeism or tardiness. The Board confirms the Union's right to use the Grievance Procedure when the Union alleges that the contract has been violated in respect to leaves and absences of employees. It is the responsibility of the employee to notify her/his supervisor of the reason for an absence at the time he/she reports the absence. Notice of absence from work will only be accepted from the employee or her/his spouse. Paid leave, as referenced in this Article, will run concurrently with the Family and Medical Leave Act where appropriate. Also, paid leave is accrued on an hourly basis commensurate with the employee's regular assignment during the month the paid leave was earned.

Section 2 - Sick Leave

- A. Regular employees shall have one-half (1/2) leave day credited to their individual leave accounts following the completion of each month of regular employment during which they worked or were on paid leave at least one half (1/2) of the scheduled workdays in the month. Employees working the full school year may earn ten (10) leave days per year. Employees must work or be on paid leave at least one half (1/2) of the workdays in a calendar month to be credited with leave days.
- B. Employees working 15 workdays or more in a longer hour temporary assignment shall earn sick time at the longer hour rate.
- C. Sick leave day credits may be carried from one year to the next and may accumulate to 720 hours. Employees exceeding 720 hours on July 1 will be bought down to 720 through payment of one dollar and sixty-three cents (\$1.63) for each accumulated sick leave hour in excess of 720.
- D. Sick leave days may be used when an employee's personal illness or physical incapacity makes working impossible or detrimental to the employee's recovery. An employee claiming leave for personal illness extending beyond five (5) consecutive workdays shall be required, before being entitled to further sick pay, to submit to her/his immediate supervisor a written request for leave which shall indicate the type of leave (i.e. paid sick leave or unpaid sick leave) the date the illness or incapacity began as well as the nature and estimated duration of the illness or physical incapacity. Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.
- E. Sick leave days may be used when an employee needs to remain out of work because of the

illness, injury, or incapacity of a member of the employee's immediate family, which includes the employee's spouse, children, parents, brother, sister, grandparents or any other person whose relationship is equivalent to that of a household relative. Grandchildren, mother-in-law, father-in-law, daughter-in-law, and son-in-law shall be included in the immediate family provided the employee submits a written statement following such absence, attesting to the fact that the appropriate relative such as the grandchild's parents, etc. respectively were either also working or for some reason other than work were unable to attend to the child. Sick days in excess of five (5) consecutive workdays cannot be used for illness in the family, unless the family member is one who is herein described and has been a member of the employee's household during the previous six (6) months or is a newborn infant.

- F. An employee who resigns and is later rehired is not entitled to previously earned sick leave.
- G. Any employee whose personal illness extends beyond the period of compensation provided by leave day unit provisions shall be granted, upon written request, a leave of absence without any pay or fringe benefits except as paid by the employee or as provided by contract for such time as is necessary for complete recovery from such illness, but not to exceed twelve (12) months. Any employee on medical leave of absence without pay or fringe benefits, except as paid by the employee, shall not be entitled to advancement on the salary schedule but shall be allowed to accumulate seniority up to three (3) months. During such medical leave the employee shall not maintain other employment unless specifically approved by the Board. If not approved the leave shall be canceled and the employee shall be discharged if s/he does not report to work within five (5) workdays of receipt of notification from the Board. The Board may require verification of such extended illness by a physician acceptable to the Board. If the employee's own physician is unacceptable to the Board, the Board shall pay the cost of examination by a doctor acceptable to the Board.
- H. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall have the option of receiving from the Board the difference between the disability benefits provided by the Workers' Compensation Law and the accumulated sick leave benefits herein provided. To the extent that the Board makes payment to the employee for that portion of her/his salary not reimbursed under the Workers' Compensation Law, said partial payments shall be charged pro rata against the employee's accumulated sick leave. The conditions of return to employment shall be the same as in medical leave. Seniority shall accrue during such period and salary schedule experience shall be allowed.

Employees qualifying for Workers' Compensation due to a work related illness or injury may be returned to work in a "Favored Work Position" that is designed to meet their physical needs and restrictions. Such work will either be SEIU-Food Services bargaining unit work or work that is not exclusive to any bargaining unit. The decision to return the employee to work will be made by the Superintendent or designee after consulting with the medical personnel responsible for advising the administration on work restrictions. Compensation for such a position will be such that the Board and/or Workers' Compensation carrier will assure the employee an amount equal to the employee's daily rate of pay for work occurring during each of the employee's regular workdays. For work outside regular workdays (i.e. vacation periods), the employee will be paid an amount equal to that earned under Workers Compensation regulations. Favored Work positions will not replace a regular position and are not subject to the position bidding process.

- I. For any day-to-day or short-term sick leave for which paid sick leave days are or become

exhausted and unless contrary to the FMLA, an employee who receives Board-paid medical insurance shall be charged the daily value of medical insurance for each day of such leave. This daily charge will be calculated by multiplying the employee's monthly medical Cobra rate by twelve and dividing the total by 180.

Section 3 - Personal Business Leave

- A. After an employee has completed the probationary period s/he is entitled to one (1) day per year (prorated for employees working less than a full year) for personal business. Such day shall be based on the number of hours in the employee's regular assignment at the time such day is accrued. No additional personal business leave time is credited during any school year in relation to an increase in the number of hours of the employee's regular assignment. Unused personal business days may accumulate to four (4) days. Personal business days accumulating in excess of four (4) days shall be transferred to accumulated sick leave.
- B. Except for request for leave immediately prior to or after a vacation or holiday period, the following explanations of personal business require no further explanation: legal matter, financial matter, moving, marriage of employee or immediate family members. All other requests for use of a leave day for personal business may require further explanation. Whenever possible, personal business leave should be prearranged. The Board recognizes that the nature of personal business often precludes explanation and will endeavor to avoid requiring explanation except in cases where evidence of abuse is discovered.
- C. Personal business leave is not to be used for extending vacations, recreation, or any reason not related to personal business which could be conducted outside regular work hours.

Section 4 - Bereavement Leave

- A. An employee may be absent without loss of salary for up to a total of three (3) workdays for the death of a member of the employee's immediate family, which shall include parents and stepparents, children and stepchildren, spouse, grandparents, grandchildren, great grandparents, great grandchildren, siblings and step-siblings, and in-laws of like relationship. These days are not to be deducted from sick leave.
- B. Two (2) sick leave days per year could be used for the death of a friend or relative not covered above or if additional time is needed to travel or tend to related matters in relation to bereavement leave referenced in paragraph A. above.

Section 5 - Jury Duty

Any employee who serves jury duty shall be paid her/his regular wage for each working day of absence for up to 10 workdays or as otherwise required by law. Any jury fees paid to the employee during the period in which the employee was paid her/his regular wage, less mileage must be refunded by the employee to the Board. Employees may choose to receive their regular pay for the day or the jury pay, whichever is greater. On any day when the employee is not seated on a jury or excused from jury duty, the employee shall report to work unless more than half of his/her shift would be over by the time the employee could reasonably arrive at work. The employee shall provide the Director of Food Service with documentation signed by the court regarding the time the employee was excused from jury duty each day.

Section 6 - Military Leave

Lapeer Community Schools complies with the requirements of the Uniformed Services Employment and Re-Employment Rights Act (USERRA). Among other things, USERRA provides that any employee who is called into the uniformed services of the United States, or who is activated as a member of the National Guard or Reserve Forces, or who enlists in the uniformed services shall be granted leave of absence without pay for the period of such absence up to five years or as otherwise required by USERRA. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Lapeer's service and returning within the time allotted.

Section 7 - Unpaid Leaves other than Medical Leave

A. Unpaid leave of absence for good cause for one (1) year may be granted at the discretion of the Board subject to the provisions of this Agreement. Unpaid leave of absence for less than one (1) year in duration may be granted at the discretion of the Board subject to the provisions of this Agreement. For such unpaid leave in excess of ten (10) work days, return rights will be limited to an available position (i.e. vacancy as referenced in Article 11) unless management specifically determines otherwise at the time such leave is granted. The Board reserves the right to grant or deny unpaid leave based upon consideration of the merits of each request and consideration of the proper management of the cafeteria system. Further, the Board reserves the right to establish policies related to unpaid leave provided such policies are not in violation of provisions of this Agreement or existing laws or regulations. Finally, unpaid leave for vacation-like purposes (e.g. family or individual trip, family reunion, birthday celebration, etc.) is to be discouraged due to operational difficulties caused by such discretionary leaves. Due to such operational consideration, management may deny any and all unpaid leave requests for vacation-like purposes or may limit approval of such requests. Denials of or limits placed on such leaves shall be subject to the grievance process only through level two (Superintendent's level). Any employee taking unpaid leave for vacation-like purposes without prior management approval will be subject to discipline. Finally, any unpaid leave for vacation-like purposes will result in an employee who receives Board-paid medical insurance being charged the daily value of medical insurance for each day of such leave. This daily charge will be calculated by multiplying the employee's monthly medical COBRA rate by twelve and dividing the total by 180.

B. Except as may otherwise herein be provided, all requests for unpaid leave must be in writing. All requests must be submitted at least ten (10) workdays in advance.

C. Parental Leave

Upon written application an employee shall be granted a Parental Leave for up to one (1) full calendar year for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of the adoption does not exceed ten (10) years provided that:

1. The employee must submit the request sixty (60) calendar days prior to the commencement of the leave.
2. Submitted with the leave request must be verification from a doctor or legal agency that the employee or employee's spouse is pregnant or to be the parent in a legal adoption procedure.
3. The commencement of the leave must be no later than the expected date of delivery or day scheduled for receiving the adopted child or the termination of a medically approved

disability leave relating to the birth of a child.

For leaves which are to commence specifically on date of delivery, or date an adopted child is received, the leave will take effect on the actual date of delivery, or the day the adopted child is placed in the custody of the adopting parent. Leaves based on convenience of the employee rather than the delivery date, or date for receiving the child, must commence on the date indicated in the original request unless the leave is canceled.

4. The employee must indicate with the leave request the termination date of the leave. Return to a position shall be as stipulated in Section 9.
- D. **Religious Holidays:** Three (3) days leave of absence without pay may be granted to employees who wish to observe traditional and customary religious holidays which require, by custom, full day observance. Such leave shall be granted only if the employee shall file written application therefore with his immediate supervisor at least two (2) workdays before such religious holidays.
- E. **Study Leave:** The Board may grant, upon written application, a leave of absence for study. The employee may request one full year for such leave. If the employee does not wish a one year leave s/he may use up to a total of fifteen (15) days in any single year for study leave provided that such leave will not be granted more than three (3) times in a single year even if all fifteen (15) days have not been used.
- F. **Union Leave:** Unpaid leave of absence for Union business may be granted for either a one (1) year or two (2) year period upon written application to the Board. If the employee does not wish a one (1) or two (2) year leave s/he may use up to a total of fifteen (15) days in any single year for Union business leave provided that such leave will not be granted more than three (3) times in a single year even if all fifteen (15) days have not been used. During the entire period of such leave seniority shall accrue.
- G. **Personal Leave:** Employees having completed ten (10) continuous years of service may be granted a personal leave of one (1) full year. The employee on such a leave will not be entitled to return to employment of the Board of Education until the expiration of the complete year. An employee will only be allowed one (1) such leave while employed by the Board of Education. Upon proper application by the employee the Board may, at its discretion, extend such leave for a second year. Leaves under this category may be granted only upon application in writing to the Board and on approval of the Superintendent.
- H. **Miscellaneous:** Unpaid leave of absence, except military leave, may be granted only after the completion of probationary service.

Section 8 – Family and Medical Leave Act Leave (FMLA)

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993 as amended. To be eligible for leave under the Act, an employee must have been employed for at least 12 months **and** must have worked for at least 1250 hours during the 12-month period immediately preceding an FMLA leave. To the extent required by law and for reasons referenced below, an eligible employee may take up to 12 work weeks of Family/Medical leave or qualifying Exigency Family Leave within a rolling twelve-month period and be restored to the same or an equivalent position upon their return to work. The Board adheres to a 12-month rolling period in tracking FMLA time for Family/Medical and Qualifying Exigency Family Leaves. In addition, an eligible associate may take up

to 26 weeks of unpaid Military Caregiver Family Leave during a single 12-month period.

1. Birth of an employee's child or to care for such child ;
2. Placement of a child with the employee for adoption or foster care for such child;
3. To care for a spouse child or parent of the employee with a qualifying serious health condition; or
4. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his/her position.

QUALIFYING EXIGENCY FAMILY LEAVE – Eligible employees may take leave for a “qualifying exigency” that arises when a spouse, parent or child is on or has been called to “covered active duty.”

“Covered Active Duty” means duty by a member of the regular Armed Forces during deployment to a foreign country. In the case of a member of the reserve component of the Armed Forces, “covered active duty” means duty during deployment to a foreign country under a call or order to active duty.

MILITARY CAREGIVER FAMILY LEAVE – An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member may take leave to care for the covered service member who suffers from a serious injury or illness incurred on active duty.

All FMLA leaves shall be unpaid following contractually appropriate utilization of all sick leave days and personal business leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 work week duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

For additional information about the FMLA, please contact the Human Resources Office.

The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted leave pursuant to the Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee. However, should such voluntary termination be the result of an employee's disability relating to the purpose of the FMLA leave and should such disability be the reason that the employee terminated his/her employment, recovery of premium payments as referenced herein will not be sought.

Section 9 - Benefits while on Leave and Return from Leave

- A. **Vacancies Created by Extended Medical and Parental Leave:** Whenever an employee shall request to be on leave thirty (30) workdays or more but less than twelve (12) calendar months the employee's position shall be filled by voluntary reassignment with regular employees and where necessary employment of new employees. Such reassignment or transferring shall be done without posting and as a temporary reassignment. Upon return the

employee shall be returned to the same position and temporarily assigned employee shall return to her/his former position and if necessary, the layoff procedure shall be implemented to reduce employees. Employees on extended medical leave or parental leave shall be allowed to accumulate seniority up to three (3) months but shall not accumulate experience credit for salary.

- B. **Vacancies Created by other Extended Leave**: Whenever an employee is on unpaid leave (other than provided in Article A of this section) extending more than thirty (30) workdays but less than twelve (12) calendar months, the position shall be filled through the established procedures for the filling of such a created vacancy. Upon timely request to return the employee shall be offered the first available position. Should the employee refuse such position, the leave return right shall be terminated. Employees on such leaves shall be allowed to accumulate seniority up to thirty (30) days but shall not accumulate experience credit for salary.
- C. **Benefits while on Leave**: Should an employee be on unpaid leave for less than thirty (30) calendar days all provided benefits shall be extended through the leave period. Should the leave extend beyond thirty (30) calendar days, all benefits shall be terminated on the first day of unpaid leave unless the employee pays the cost of the particular insurance when the company allows individual contribution. Should a leave originally requested to be less than thirty (30) days extend beyond thirty (30) calendar days, the employee shall be responsible for the cost of all fringe benefits provided through the first thirty (30) days.

Section 10 – Emergency Leave

Up to one (1) day may be used per year for emergency or catastrophe such as fire, flood, tornado, and accidents. Such leaves shall be deducted from accrued sick leave or accrued personal business leave if no accrued sick leave is available. If no accrued sick or personal business leave is available, such leave shall be unpaid.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1 - Definitions

A grievance is a claim by one or more employees of improper application or interpretation of the terms of this Agreement.

The term employee includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this Agreement. The term days, when used in this Article, shall mean workdays.

Section 2 - Purpose

The purpose of this grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement. Both parties agree that grievance procedures shall be kept as informal and confidential as appropriate at all levels of the procedure.

Section 3 - Representation

Nothing herein contained shall be construed to prevent any individual bargaining unit employee from

presenting a grievance and having the grievance adjusted without the intervention of the Union if the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at such adjustment.

Any bargaining unit employee may be represented beginning at any level of this procedure by a representative of the Union.

Upon request by either party hereto or of the bargaining unit employee or employees involved in a grievance, the latter may be present at any level of the grievance procedure.

Section 4 - Procedure

The time limits provided in this Article shall be strictly observed. The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite and process. The time limits may be extended by mutual written agreement by the authorized representative of each party. An employee who believes s/he may have a grievance shall discuss her/his concern informally with the supervisor; however, the grievance procedure does not begin until Level I procedures are begun.

Level One: An employee who believes s/he has a grievance shall present, or have a Union representative present, a written statement of the grievance to the appropriate immediate supervisor of the employee. The written statement must include 1) a description of the alleged contract violation; 2) a statement of the contract item involved; and 3) a statement of the relief or adjustment being sought. The Level One procedure must be started within twenty (20) days of the incident giving rise to the alleged grievance. Upon receipt of such written statement the supervisor shall have two (2) days to meet with the grievant to attempt to resolve the grievance.

Level Two: In the event the grievance is not settled through Level One procedures, the Union may appeal the matter to the Superintendent or her/his designee within five (5) days of the Level One meeting. The appeal shall be initiated by a notice in writing directed to the Superintendent. (The appeal shall be heard at the earliest possible date and in all events within twenty (20) workdays after the notice of appeal has been filed; the Superintendent shall answer the grievance in writing within ten (10) days of the Level Two hearing.)

Level Three: Within ten (10) workdays of the receipt of the answer at Level Two, the Union may, by written notice to the Superintendent, request that the matter be submitted to arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing. The demand for arbitration must be filed with the American Arbitration Association within twenty (20) days of the receipt of the answer at Level Two.

In accordance with the Public Employment Relations Act and the rules thereunder, either party may request mediation of a dispute involving the terms of this agreement through the Michigan Employment Relations Commission after a request for arbitration has been filed. The mediation shall be conducted pursuant to the rules of the Michigan Employment Relations Commission.

Section 5

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and

the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

Section 6

Powers of the Arbitrator are subject to the following limitations.

1. S/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. S/he shall have no power to establish salary scales or to change any salary.
3. S/he shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rules, or any action taken by the Board provided that all such actions of the Board are to be conditioned by the specific provisions of the Agreement.
4. S/he shall have no power to interpret state or federal law.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement on the basis of timeliness or application, the arbitrator shall be required to rule on the arbitrability question first. If the arbitrator determines the grievance is not arbitrable, but still renders an opinion on the merits of the case, then neither party shall be obligated by the arbitrator's decision on the merits of the case. Such opinion shall be considered advisory.
6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
7. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than sixty (60) days prior to the date on which the grievance is filed.
8. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that s/he may have received from any source during the period of back pay.

Section 7

The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Board.

Section 8

Should the union or any employee fail to institute a grievance or advance it to the next level of the grievance process within the time limits specified, the grievance will be abandoned.

Section 9

All preparation, filing, presentation, or consideration of grievances shall be held at mutually agreed times.

ARTICLE 8
WORKING CONDITIONS

A. Paid Breaks and Lunch Periods

1. Employees working eight (8) continuous hours per day shall be entitled to two (2) paid breaks of fifteen (15) minutes each. Also, there will be no specific lunch period but, rather, a paid working lunch during established regular work time outside of the time students are served. Working lunch is defined as the opportunity to eat while performing job duties such as completing paperwork and cleaning.
2. Employees working at least six (6) continuous hours per day but less than eight (8) hours shall be entitled to two (2) paid breaks of fifteen (15) minutes, but no lunch time, during their established regular work time.
3. Employees working more than four (4) hours but less than 6 (six) hours per day will receive one (1) paid fifteen (15) minute break, but no lunch time, during their established regular work time.
4. Employees working four (4) hours or less are not entitled to break or lunch time during their established regular work time.
5. For employees entitled to lunch and break time the actual times are to be established by the Director of Food Services or his designee (e.g. Cook I).

B. All regular cafeteria employees may receive a free, standard lunch to be consumed on work premises.

C. Employees may use either the safe or vault for safekeeping of purses or wallets.

D. A sufficient number of towels may be provided for each cafeteria. This will be determined by the Director of Food Services after consultation with the head cook in each building.

E. The specific assignment of hours of work per day for all cafeteria employees will be made by the Director of Food Services and may be adjusted only by the Director of Food Services. In an emergency when the Director of Food Services is not available, the request for adjustment can be made to the Superintendent or his/her designee.

F. T.B. tests, if required by the District, will be provided and paid for by the District. The Board will not pay for physical examinations given in conjunction with such a test. The Board reserves the right to select the doctor to administer the T.B. tests. If the employee chooses to go to her/his own doctor s/he shall be reimbursed up to the amount currently being charged for the same service to employees by the doctor designated by the Board.

- G. Menus will be open for suggestions by employees at any time in which menus are being planned.

ARTICLE 9

SAFETY AND EQUIPMENT

Section 1

The Board agrees to make provisions for the safety and health of its employees during the hours of their employment and to comply with applicable governmental regulations, requirements, and standards.

Section 2 – Non-Discrimination

The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, union membership or activity.

Section 3

The Board agrees to provide employees with safety items required by law but not items of personal property such as safety shoes. The Board will not provide items of clothing or equipment which employees may wish for personal convenience.

Once every three (3) years, a committee comprised of the Director of Food Services and/or the Assistant Director and four (4) cafeteria employees shall meet to review employee uniform and apron needs. If the Board determines purchase of new uniforms and/or aprons to be feasible, the recommendations of the committee will be implemented up to the amount approved by the Board with four (4) sets of uniforms and two (2) sets of aprons for each employee being the goal. Said recommendations will consist of one (1) uniform and one (1) apron for cooks that are of like color and style and one (1) uniform for the van driver that is different than the cooks' uniform. Such uniforms must be worn by the employee during the work shift. The employee shall be responsible for laundering such uniform and apron and for maintaining a clean appearance. The uniform and apron shall be returned by the employee upon termination or request.

With the exception of shoes as referenced below, should the Board require these or other items of dress, equipment, or safety equipment be used or worn as a condition of employment the Board shall provide the item.

Section 4

All employees must follow State health code guidelines and related District directives. Also, employees shall wear shoes with non-slip soles as approved by the Director of Food Services.

Section 5

The Board shall maintain adequate public liability and personal damage insurance to protect the employees at all times.

ARTICLE 10 **SENIORITY**

Section 1 - Definition and Purpose

Except as otherwise provided herein this Agreement, seniority is the length of continuous service in any job in the bargaining unit. The purpose of seniority is to determine the right of an employee to any job within the bargaining unit except as may elsewhere be provided in this Agreement.

Section 2 - Retention of Past Seniority

All seniority acquired by any employee prior to the date of this Agreement shall be retained.

Section 3 - Seniority Lists

Seniority lists shall be prepared on or about July 1, and such lists shall be updated thereafter on or about the following: October 1; January 1; and April 1. A copy of such lists shall be given to the Union and copies thereof will be distributed to employees by the administration.

Through July 31 of the month in which the seniority list was developed, each employee shall have the right to challenge the accuracy of the seniority reported for her/him in the July list. Each employee shall have a similar right to challenge the accuracy of each updated list for a period of ten (10) calendar days after posting. If the accuracy of the list shall not be challenged within the respective time limit above, it shall be conclusively presumed that the lists are correct.

Section 4 - Loss of Seniority

Employees shall lose seniority when they:

- Voluntarily quit;
- Are discharged for good reason;
- Absent themselves from work without notice for three (3) consecutive working day;
- Fail to return from approved leaves of absence unless specifically provided for by this Agreement;
- Accept other employment during leaves of absence unless specifically provided for by this Agreement.

Section 5 - Seniority Date Determination

- A. Seniority shall not be accrued until the employee has completed the probationary period. Upon completion of the probationary period, the employee shall receive seniority credit from the first day worked and shall thereafter accrue seniority. Within five (5) workdays of an employee beginning her/his probationary period the Union will be notified of the employee's name, work assignment, and start date.
- B. In the event the probationary period begins on the same day for more than one employee, the seniority dates of those employees shall be determined by lot if and when it becomes necessary to break a tie in seniority. Such determination between two or more employees shall be permanent.

Section 6 - Seniority Accrual

Seniority shall accrue equally for all employees irrespective of hours worked by the individual employee.

Section 7 - Supervision Returning to the Bargaining Unit

Any member of the bargaining unit at the time of promotion to supervision and who subsequently requests or is returned by management to the bargaining unit shall return to the same class, seniority, and pay level s/he held prior to her/his appointment to supervision provided s/he does not displace any other employee and shall be placed in the first available position. The right to return to the bargaining unit will terminate one (1) year following promotion to supervision.

ARTICLE 11 VACANCIES, TRANSFERS AND POSTINGS

Section 1 - Vacancies and Postings

- A. When a vacancy occurs or a new position is created within the unit, within thirty (30) workdays the position shall be posted for all bargaining unit employees for five (5) workdays unless it is used in relation to an involuntary transfer as referenced below or is filled through a contracted service pursuant to the "Letter of Agreement Regarding Contracted Service". New position is defined as an on-going position (i.e. is not temporary) that previously did not exist. This 30-day provision may be extended by the Director of Food Services upon providing written notice to the Union relative to the reason for such an extension. All cafeteria employees are eligible to apply for a posted position by written note to the Director of Food Services. Should bargaining unit employees so apply, the Director of Food Services will determine which bargaining unit employee is best suited for transfer unless, after such posting, the position is filled through a contracted service pursuant to the "Letter of Agreement Regarding Contracted Service". In making his/her judgment regarding which bargaining unit employee is best suited for transfer, the Director of Food Services will consider such factors as each employee's previous work experience and performance as a bargaining unit employee and the needs of the school in which the vacancy exists. If, after such consideration, the Director of Food Services determines that all factors are equal, the most senior bargaining unit member will be transferred.
- B. Trial Period: Any employee assigned to fill a vacancy as a result of her/his request to transfer or any employee receiving promotion shall be given up to fifteen (15) workdays to prove her/his ability to perform the required duties of the position. This trial period may be extended by management for up to fifteen (15) additional workdays upon written notice to the employee and the Union. If unable to qualify as determined by the administration or if the employee is not satisfied with the job and wishes to return to her/his former position, the employee shall be returned, without prejudice, to her/his former position and previous rate of pay. On or before the fifteenth (15th) day of such trial period the employee's ability to do the required work must be evaluated by the Director of Food Services or designee who shall give consideration to the employee's willingness to work, her/his ability to do the required work, and her/his progress in achieving the skills s/he has had opportunity to learn. If the supervisor determines that the employee has not proved her/his ability to do the work required within the trial period, the employee next entitled to the job shall be granted trial period in turn until the vacancies are filled.

- C. Vacancies created by employees completing a trial period in a new position shall be filled on a temporary basis until the employee completes the trial period.
- D. Involuntary Transfers
1. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever feasible as determined solely by management. When such transfers are to be made one of the following three options will be utilized, as determined solely by management, with option "a" generally being the preferred option.
 - a. Involuntary transfer of an employee to a vacancy;
 - b. Involuntary transfer of an employee by exchanging positions with another employee in the same classification group;
 - c. Involuntary transfer of a Head Cook by posting her/his position and placing the former Head Cook in the resultant vacancy created by transfer of an employee into the Head Cook position. Management may determine to post one or more such resultant vacancies prior to placing the former Head Cook.
 2. An involuntary transfer will be made only for good reason. Generally, good reason will relate to situations in which management determines that an employee will be more likely to successfully complete work responsibilities and duties if transferred to a different assignment. The Director of Food Services shall notify the affected employee and the Union of the reasons for such transfer.
 3. Employees affected by such transfers will be compensated as follows:
 - a. When involuntary transfer involves one or more employees in the same classification group, no affected employee will work less hours per week than prior to the transfer(s);
 - b. When involuntary transfer involves transfer of a Head Cook to a Cook's Helper position, the former Head Cook will be paid the same hourly rate and will work at least the same number of hours per week as in the Head Cook position held prior to the transfer for up to 100 workdays or until the involuntarily transferred employee does not apply for transfer to a Head Cook vacancy other than in her/his former building in which s/he was involuntarily transferred from, whichever occurs sooner. In such case, when an employee does not so apply for transfer or after 100 workdays, whichever occurs sooner, the hourly rate reverts immediately to the Cook's Helper rate, and the number of work hours reverts immediately to the hours of the Cook's Helper position as scheduled prior to the involuntary transfer (i.e. said hours may have been increased to accommodate the involuntary transfer).
 4. No employee who has been involuntarily transferred may post back into the building from which s/he was so transferred without the prior express approval of the Director of Food Services.

Section 2 – Qualifications

- A. All Employees
Employees shall meet the following qualifications prior to filling a cook helper position.

- a. Within 90 workdays of employment (or within 90 workdays of contract ratification for employees hired on or before the ratification date), each employee shall demonstrate competency on sanitation and safety elements as issued in the State of Michigan Health Code guidelines. Such competency shall be measured by an examination and standards developed by the Board following an opportunity for Union input. Said examination shall be given on or about the 30th workday, 60th workday, and prior to the 90th workday until competency, as determined by the Board, is demonstrated or an employee is released from employment. This competency also will be measured by management observation including input from respective head cooks.
- b. Prior to January 1, 2011, each cook helper must successfully complete the "ServSafe" class and must pass the "ServSafe" test. Failure to pass this test within this timeframe will result in the employee being placed on unpaid leave until the class is successfully completed or until the August 1, 2011, whichever occurs sooner. If the employee does not pass the test prior to August 1, 2011, the employee's employment shall be immediately terminated. At least once every five years, each employee must pass the re-certification test. Said re-certification test shall be taken six (6) to twelve (12) months prior to the expiration of this five-year period in order to allow time for retakes. It is each head cook's responsibility to furnish the Administration with a copy of the class completion certificate. Reimbursement from the District for class fees and mileage shall occur with mileage reimbursement limited to up to 50 miles per round-trip. Such reimbursement will be made only for the initial "ServSafe" class/test taken prior to an employee filling a head cook position or the initial "ServSafe" class/test taken in relation to each re-certification test (i.e. no reimbursement will occur for re-takes). Employee will be compensated at the prevailing minimum wage for time spent taking this class or, if the class is held during the employee's regular work hours, the employee may use Personal Business leave in order to receive full pay rather than minimum wage. Employees will not be paid for time spent commuting to or studying for the class. Reimbursement from the District for class fees and mileage shall occur with mileage reimbursement limited to up to 50 miles per round-trip.

B. Head Cook (including Head Cook Substitutes)

1. Prior to filling a head cook position, each prospective head cook must take the "ServSafe" class and pass the "ServSafe" test offered by Chartwells and/or the Lapeer County Health Department or a similar class and test as determined by the District.
2. The building to which the head cook is assigned must be void of any critical violations for which s/he has direct control (e.g. proper food temperature and correct sanitation practices but not an oven that will not adequately heat food if such equipment problem had previously been reported to management) which are not immediately corrected.

If a critical violation for which the head cook has direct control is not immediately corrected or if the "ServSafe" test as referenced above is not so passed, this shall constitute good reason for demotion to a cook helper position pursuant to the bumping procedures spelled out in Article "12., B., 5."

ARTICLE 12
REDUCTION IN WORKFORCE

- A.** Should the administration determine that it is necessary to reduce the workforce by elimination of positions or decrease in work hours, such reductions shall be accomplished in accordance

with this Article. The word layoff shall mean a reduction in the employee workforce due to any reason as determined by the administration. A decrease in work hours of one or more employees does not constitute a layoff.

- B. Employees who are to be laid off or reduced in hours pursuant to "B., 2." below shall be given no less than seven (7) calendar days written notice. Said notice shall not apply to reductions resulting from the bumping process specified in "5" or "6., a., b., and c." below. Should it become necessary to layoff staff or reduce the number of work hours of employees in a particular classification of employees or to reduce the number of employee work hours in all classifications, such layoffs or reductions, shall be by seniority and job classification.

The following procedures will be followed:

1. Reductions and eliminations of positions will be by employee classification group as follows:

Group a.	Head cooks and production leader(s)
Group b.	Van driver(s)
Group c.	Cook helpers
2. The administration shall determine the position(s) within each classification group to be reduced or eliminated.
3. The reductions or eliminations necessary in each classification group of employees will be made by qualifications and seniority. In relation to bumping as referenced in this article, "least senior" shall mean "vacancy" when one exits.
4. Employees are presumed to have the skills and qualifications necessary to bump into the same or lower classification group except for the van driver(s) group (group "b.") who must possess the required drivers license endorsement(s). Further, there shall be no trial period associated with any new assignments an employee may fill as the result of bumping described in this Article.
5. Reduction of Hours

When the administration deems it necessary to reduce the hours of an employee by at least forty-five (45) minutes per day [or 3.75 hours per week] cumulatively during a single school year or if any reduction results in an employee dropping to a lower benefit group (Article 20., Section 4., A.), the employee will select one of the following options by so notifying the Director of Food Services in writing.

Group "a" Employees

- a. Accept the reduced hours and not bump.
- b. Bump the least senior employee within that classification group working the same number of hours as said employee prior to said reduction in hours. If there is no less senior employee within that classification group working the same number of hours, the employee may bump the least senior employee within that classification group working the nearest number of hours as said employee prior to said reduction.
- c. Bump the group "c." employee with the greatest number of hours provided that employee is less senior than the affected employee (if there are multiple such employees with the greatest number of hours, the least senior such employee shall be bumped.).

All Other Employees

- a. Accept the reduced hours and not bump.
- b. Bump the least senior employee in group "c." working the same number of hours as said employee prior to said reduction in hours. If there is no less senior employee working the same number of hours, the employee may bump the least senior employee in group "c." working the nearest number of hours as said employee prior to said reduction.

6. Layoff

- a. Should an employee be displaced s/he shall be able to bump utilizing the process stipulated in 5. "Reduction of Hours".
- b. Employees bumped from a position under section "6., a." above will bump utilizing the same process stipulated in 5. "Reduction of Hours". The process will continue until the least senior employee(s) is (are) laid-off.
- c. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in workforce. It is understood and agreed that probationary employees whose jobs have been eliminated or reduced in hours may not bump any employee whatsoever. There shall be no requirement for the District to rehire any so affected probationary employee. In the event such a probationary employee is rehired at a later date, s/he shall then be treated for all purposes of this Agreement as a new employee.
- d. A laid off employee shall, upon written application, be granted priority status on the substitute list according to the employee's seniority. Pay shall be at the substitute rate.
- e. Employees on layoff retain their seniority for purpose of recall for a period of one (1) year. Any employee on layoff for more than one (1) year shall lose her/his seniority and any further rights under this agreement.
- f. Employees having the most applicable seniority will be the first recalled to jobs from which they were laid off or to other vacancies for which they are qualified and have sufficient seniority if such jobs become available before recall to the jobs from which they were laid off.
- g. Notice of recall shall be sent by registered mail to the employee's last known address. The employee is responsible for reporting changes of address to the Human Resources Office. The employee shall have ten (10) workdays to report to work from the date that the notice was delivered to the employee's last known address. The failure to report to work within this time period shall be deemed conclusive and shall constitute the employee's resignation from employment.
- h. Should the administration reinstate a position that had been eliminated, or fill a position that had been allowed to remain vacant, the administration may determine that the current employee who previously held said position shall have the right to apply for re-employment in the position if s/he is not on layoff. If so determined, such position shall be awarded to the current employee who previously held the position if:
 - Such applicant held the position within the past twelve (12) month period; and
 - Such applicant is qualified for the position as determined by this Master Agreement and the administration.

If the position is not so filled, the vacancy shall be posted and filled pursuant to the terms of Article 11 (Vacancies, Transfers and Postings).

ARTICLE 13 **PROBATIONARY PERIODS**

Section 1 - Length of Probation

- A. All employees begin the probationary period when assigned to a regular full-time or part-time position. A casual relationship substitute or temporary employee shall not be considered to be in a probationary period and shall not be considered a bargaining unit employee.
- B. An employee is not considered a bargaining unit employee unless s/he is assigned to a new or vacant position as defined in Article 11, Section 1, A.
- C. When an employee is officially hired and assigned a regular position the employee shall be on probation for one hundred and fifty (150) workdays even if serving in more than one position. The Union shall represent the probationary employee starting the thirty-first (31st) workday in respect to rates of pay, wages, hours of employment and other conditions of employment. The employer shall be the sole judge of the qualifications of probationary employees for continued employment.
- D. During the probationary period the employee is subject to discharge for unsatisfactory work as determined exclusively by the Director of Food Services.

Section 2 - Probation

Employees shall serve only one (1) probationary period, during which time they are subject to discharge, while maintaining continuous employment.

Section 3 - Discharge while on Probation

The discharge of any probationary employee shall not be subject to the grievance procedure.

ARTICLE 14 **EXTRA WORK AND OVERTIME**

Section 1

Whenever possible, extra bargaining unit hours will be provided to regular employees rather than substitute employees if bargaining unit employees are available without conflict with their regular assignment. When available without such conflict, extra exclusive bargaining unit work within each building initially will be offered to that building's head cook if the extra work will not result in more than forty (40) hours paid per week for the head cook.

Section 2

In an emergency situation, head cooks will be contacted and consulted regarding the staff necessary to correct the emergency. The administration reserves the right to assign substituting without regard to seniority or equalization in an emergency situation.

Section 3 - Cook Substitutes

- A. The Administration shall seek and train employees who are qualified to serve as substitute head cooks.
- B. Two substitute head cooks at each high school and one at each middle school will be so designated. First, volunteers who minimally must regularly work four (4) hours per day will be sought by the Administration to fill these positions. Should insufficient numbers of four (4) or more hours per day employees volunteer, the Administration shall assign to such positions the longest hour employee(s) in that kitchen to serve as substitute head cooks when the need for substitutes warrants such assignment.
- C. At the high school and middle school buildings, a substitute head cook assignment will be filled by the designated substitute head cooks in the building, whenever feasible. Such assignment will go to the most senior of the two substitutes, without regard to equalization. The two employees may mutually agree to another arrangement subject to approval by the Director of Food Services. When so determined by the Director of Food Services, all other cook's helpers in the building will move up in hours in order to fill the position need(s) created by the cook helper being assigned as substitute head cook.
- D. At the elementary level, the substitute head cook work will go to the designated substitute head cook in the building, if there is one, without regard to equalization. When no such person is in the building the position will be assigned by the Administration, by equalization and seniority, from among the elementary pool. Secondary level designated substitute head cooks may voluntarily become part of the elementary pool. Substitutes for cook helpers may be casual employees. A bargaining unit substitute for a cook helper may be used as determined solely by the Director of Food Services.

Section 4 - Head Cook Training

- A. Head Cook training will be made available to all non-probationary cafeteria employees. The administration may make such training available to probationary employees. All requests for such training shall be made in writing to the Director of Food Services. Training will be offered to the most senior food service employees first. The opportunity to train as a head cook will be offered on an annual basis or as otherwise determined solely by the Director of Food Services.

The head cook training program will be determined solely by the Director of Food Services.

- B. Qualifications for Head Cook: Trained as a head cook
- C. Cook helpers and/or other person(s), as determined solely by the Director of Food Services, will be trained by the head cook of each building or as otherwise may be determined solely by the Director of Food Services.

If at any time a vacancy is not able to be filled by a qualified applicant, the position will be filled on an interim basis until the training program can be completed for the most senior head cook applicant.

Section 5 – Extra Work

A. Outside the School Lunch Program

1. When there is a need for extra work in a cafeteria, either by extension of the regular workday or by extra activities, the Director of Food Services shall determine, after discussion with the appropriate head cook, the amount of extra work needed in the particular situation, the classification(s) of employees needed, and the number of employees needed.
2. When extra work is needed outside the regular cafeteria schedule for special activities, the work will be offered as determined solely by the Director of Food Services.

Section 6 - Payment of Overtime

Hours worked in excess of forty (40) hours shall be paid at one and one-half (1 1/2) the regular rate.

Section 7 – Work Week

The work week shall be 12:01 AM Saturday through 12:00 midnight Friday for payroll purposes.

**ARTICLE 15
RETIREMENT**

Unless state or federal laws effective during the course of this contract are contrary, all employees are eligible to work until voluntary retirement.

**ARTICLE 16
DISCIPLINE OF EMPLOYEES**

Section 1

Employees may be disciplined, suspended, and discharged only for good reason. The employer shall utilize corrective progressive discipline in such cases and shall initiate action within thirty (30) workdays of becoming aware of an employee's conduct giving rise to such action. It is understood and agreed that corrective progressive discipline allows the Board to skip lower levels of discipline and impose higher levels of discipline, including discharge, so long as there is good reason for the discipline which is imposed based upon the employee's conduct and/or disciplinary history.

Section 2

Should the disciplinary action be reversed through the grievance process, the related records shall be amended or expunged from the employee's personnel file.

Section 3

In all cases involving disciplinary action or discharge, union representation shall be made available prior to such action, except in cases involving probationary employees.

ARTICLE 17
EFFECT OF LEGISLATION

If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. If agreement herein cannot be reached within thirty (30) calendar days, either party may submit the matter to mediation.

ARTICLE 18
BARGAINING UNIT WORK

Section 1

Non-bargaining unit employees shall not be used to perform work on any job covered by this Agreement when the effect is to displace or reduce in regularly scheduled hours the regular employees in the bargaining unit. Non-bargaining unit or supervisory employees will not be used to avoid overtime work.

Section 2

Other than referenced in the Letter of Agreement regarding contracted services, the Board shall not contract out, sub-contract, or use non-unit employees to displace or reduce the regularly scheduled hours of unit employees.

Section 3

The Board expressly reserves the following categories of work to be non-bargaining unit work:

- Emergencies when unit employees are not immediately available;
- Instruction training of employees;
- Cafeteria use outside the school lunch program for students;
- Work as referenced in the Letter of Agreement regarding Contracted Services.

Section 4

The Board reserves the right to allow all its cafeteria facilities to be used by groups without regard to the provisions of this Agreement if the group's purposes are not to reduce or displace the district's food services to students in the school lunch program. When the cafeteria facilities are so used it is the administration's responsibility to insure that the facilities are left in proper order for employees in the school lunch program.

Section 5

When a group or organization is using the cafeteria facilities outside the regular school lunch program, the administration shall determine if regular school lunch program employees are needed to work for or with the group or organization. If such persons have to be hired as determined solely by the administration, a notice will be given to the employees in the building where the activity will occur so that volunteers from that building can be sought to work. If necessary in order to obtain volunteers to work, employees district-wide will be notified. If more volunteers than necessary are solicited, the employees will be selected by seniority. Employees will have two (2) workdays from the time of notification to indicate their intention to work.

ARTICLE 19
STRIKES AND SANCTIONS

Section 1

Neither the Union nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in, any strike or stoppage of work as defined by Section 1 of the Michigan Public Acts #336 of 1947 as amended.

Section 2

The Union will not support the action of any employee taken in violation of Section 1 nor will it directly or indirectly take reprisals of any kind against any employee who continues or attempts to continue the proper performance of her/his duties or who refuses to participate in any of the activities prohibited by Section 1.

Section 3

Violation of Section 1 by any employee or group of employees will constitute just cause for discipline up to and including discharge.

Section 4

The Board, in the event of violation of Section 1 or 2 will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

ARTICLE 20
COMPENSATION, BENEFITS AND WORKDAYS

Section 1 - Wage Scales

A. Hourly Rates
2011-2012

a. Cook

<u>Years of Experience</u>	<u>Rates per Hour</u>
0	\$ 10.28
1	\$ 10.38
2	\$ 10.52
3	\$ 10.66
4	\$ 10.74
5	\$ 10.85
6	\$ 11.10

b. Cook Helper

<u>Years of Experience</u>	<u>Rates per Hour</u>
0	\$ 8.03
1	\$ 8.88
2	\$ 9.79

c. Van Driver \$ 10.04

d. Substitute Head Cook \$ 10.28

B. Cook I

1. High Schools: Additional seventy-five cents (.75¢) per hour to be added to Lapeer East High School and Lapeer West High School Cook I. Additional fifteen cents (.15¢) per hour to be added to Community High school due to satelliting responsibilities.
2. Middle Schools: Additional twenty-five cents (.25¢) per hour to be added to the Rolland-Warner and Zemmer Middle School Cook I.

C. For all employees the move from one experience level of pay to another is on each employee's anniversary date of employment unless the Master Agreement is expired at such time as the experience level movement otherwise would have occurred or unless an employee is on unpaid leave for more than one month, in which case the employee's anniversary date in relation to the experience level pay increase shall be delayed the same length of time as such unpaid leave. No provision is made for half steps on the experience wage levels. Years of experience shall be based on years of work in the specific work classification; for new head cooks, years of experience shall be based on Article 14., Section 3., C.

D. Should any cafeteria employee be called for work beyond his/her regular schedule, except as extension of the regular work hours, the employee shall be paid for a minimum of two (2) hours.

E. Professional Development Stipend – All food service employees completing Level 1 of the ASFSA training program for school food service employees prior to January 1, 2005, shall receive a fifteen cent (15¢) per hour increase. Employees earning and maintaining ASFSA certification prior to January 1, 2005, shall receive a twenty cent (20¢) per hour increase. Such wage increase will be paid in a lump sum following the completion of the work year based on the total hours paid during the work year. There shall be no stipend for employees completing said training or certification on or after January 1, 2005.

F. Van Driver: The Van Driver rate [cook helper rate plus an additional twenty-five cents (25¢) per hour] is for driving time exclusive of any time spent traveling to the beginning of the driving assignment or from the end of the driving assignment.

Section 2 – Workdays and Holidays

A. All employees shall be paid for all days worked.

1. All employees shall be required to work on all days students are in full day attendance. On early release days, late start days, and other days determined by the administration,

head cooks shall work unless using appropriate paid or unpaid leave. On days other than days students are in full attendance, other cafeteria employees shall work when directed by administration. On such workdays assigned by the administration, administration may assign work hours that are different than those normally worked by employees.

2. All employees shall be required to work:
 - one or two workdays as scheduled by the Director of Food Services prior to the students' first day;
 - in-service time as determined by the Director of Food Services;
 - the end of school year exam days at the secondary buildings when such work is determined by the Director of Food Services;
 - the scheduled workday following the students' last day if such work is determined by the Director of Food Services;
 - Other days or portions of days as may be determined by the Director of Food Services.

Employees shall be paid only for hours worked.

- B. All cafeteria employees shall be paid their regular wage for the following days, provided that the employee is at work or is on paid leave the day established by the Director or Food Services as a required workday preceding the day or days listed below and the one (1) so established workday following the day or days listed below:

Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Monday during spring recess, Memorial Day.

Employees will be paid for their regularly assigned hours unless all conditions apply as follows:

- The employee works in a longer hours substitute assignment at least two (2) work weeks immediately preceding the holiday and at least one (1) workday following the holiday. Should the holiday in question be Labor Day, the two (2) work week provision will be waived if the employee began the school year in the longer hour substitute position and continued in the position through at least one (1) workday following Labor Day;
- The employee who is being substituted for is not on paid leave (i.e. sick leave and/or personal business leave).

If all of the above conditions apply, an employee will receive holiday pay at the longer hours worked in a substitute assignment prior to and after the holiday.

Section 3 – School Closings

When regularly scheduled student attendance days are canceled due to weather or other emergencies employees generally do not report to work. Such days shall be unpaid non-workdays for employees (employees who had already reported to work prior to the cancellation shall be paid for time worked or one hour, whichever is more, and will be allowed to depart as soon as possible). Employees who have begun work prior to the school closing shall finish immediate tasks so as to minimize waste of any foods or other resources.

On days that are re-scheduled by the Administration, employees shall work on and be paid for the rescheduled days.

Whenever the administration delays the start of classes at some or all of the buildings, employees shall be expected to work their regular hours except that when the Administration determines that breakfast will not be served, hours may be reduced. Should it be necessary to make up the day, employees will be paid for the additional day.

Section 4 – Employee Benefits

It is the responsibility of each employee to apply for said insurance coverage. No employee shall be eligible for insurance coverage (or enhanced coverage if moving from Group III to Group II or from Group II to Group I) until the beginning of the month following thirty (30) days of work in an assignment which qualifies for such coverage and until enrolled in the policy. No employee will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The district is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier. Notwithstanding anything contained in this *Master Agreement*, all insurance benefits are subject to the terms and conditions of the applicable policy.

Changes in family status shall be reported by the employee within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf and/or expenses incurred by the employer for failure to comply with this provision.

If legislation passes which (1) requires school district employees to pay a portion of the premium for health care and/or other fringe benefits, (2) limits the amount of the premium which may be paid by the school district or (3) generally provides for payment by employees of a portion of the premium, that legislation shall be applied as of its effective date so that application of the legislation is not delayed until after the expiration of this contract. The portion of the premium said Employee is obligated to pay shall be payroll deducted on a schedule determined by the Board.

A. Groups of Employees for Insurance Benefits

Shall pertain to regularly scheduled hours of work each week as follows:
Employees hired prior to January 1, 2008

- Group I Employees working thirty (30) or more hours
- Group II Employees working at least fifteen (15) hours but less than thirty (30) hours
- Group III Employees working less than fifteen (15) hours

Employees hired on or after January 1, 2008

- Group I Employees working thirty-five (35) or more hours
- Group II Employees working at least twenty (20) hours but less than thirty-five (35) hours
- Group III Employees working less than twenty (20) hours

- B. **Long Term Disability:** All employees in Group I shall be provided long term disability insurance, by a carrier determined by the Board, providing two-thirds (2/3) coverage of wages up to a maximum of three thousand dollars (\$3,000.00) per month.

Long Term Disability Insurance -- will include the following provisions:

66 2/3% of salary after ninety (90) calendar day qualifying period

\$3,000.00 monthly maximum

24 hour coverage, immediate employee eligibility

Pre-existing conditions, limitation waived

Social Security freeze with family offset

50% maximum offset to benefit of wages

Six (6) months before new waiting period is required

Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.

L.T.D. after ninety (90) days

Mental, nervous, drug and alcohol

These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

C. **Medical Insurance**

1. Group I employees hired prior to January 1, 2003 shall be eligible for single, 2 person, or full family coverage; Group I employees hired on or after January 1, 2003, shall be eligible only for single person coverage. The Board shall provide the HealthPlus IF medical plan (or comparable plan if the plan name is revised by HealthPlus).

Unless reduced by legislation as referenced previously, Board-paid premium contributions for each of three (3) hospitalization/medical coverage plans (single subscriber, two-person, and full family) shall be capped at an amount equal to the full 2011-2012 premium amount of the HealthPlus IF medical plan.

The Board's premium payment obligation shall be capped at the full premium amount of the HealthPlus IF medical plan amount for 2011-2012 until a succeeding agreement covering the 2012-2013 school year is reached. If an employee terminates employment prior to fulfilling his/her obligation for premium contribution, the obligation will be withheld in total from his/her final paycheck; severance benefits, if any; or by direct payment of the employee, whichever is so determined by the District.

2. Group II employees: Same coverage as provided to Group I. Board paid contribution limited to one-half (1/2) the HealthPlus premium rate unless reduced by legislation as referenced preciously.
3. Employees are not entitled to medical insurance provisions if employee is covered by another insurance policy or is restricted by the insurance carriers minimum hours provision.

In order to qualify for medical insurance, employees who are married must provide the District with a written statement that their spouse is either not employed or employed. If employed, the employee must indicate whether the spouse is self-employed or not. If a spouse is unemployed or self-employed, the employee is eligible for medical benefits pursuant to related contract provision. If a spouse is employed other than by self-employment, the spouse's employer must be asked to supply the District written verification that the spouse has no medical insurance, the employer cannot drop the spouse's medical insurance, or that the spouse cannot drop his/her medical insurance without also losing dental and/or vision coverage; in such cases the employee is eligible for medical benefits pursuant to related contract provision. If the employer refuses to supply such written verification, the District will contact the employer to request such verification and to confirm that no such verification will be forthcoming; medical benefits will be provided while the District seeks such confirmation.

D. **Medical Insurance Waiver Plan (MIWP)**

Group I employees hired prior to January 1, 2003 who do not take the medical insurance described above in "C" shall receive a MIWP payment of \$50 per month. Group I employees hired on or after January 1, 2003 who do not take the medical insurance described above in "C" shall receive a MIWP payment of \$25.00 per month.

E. **Life Insurance**

Group I	\$15,000
Group II	\$ 8,000
Group III	\$ 2,000

F. **Dental Insurance**

1. The Board shall provide Group I employees dental insurance providing 80% coverage in Class I, Class II, Class III, and Class IV with an annual maximum per eligible person of \$2000 per year for Class I, Class II, and Class III. The maximum lifetime payment for Class IV is \$1000 per eligible person.
2. The Board shall provide Group II employees dental insurance providing 50% coverage in Class I, Class II, Class III, and Class IV with an annual maximum per eligible person of \$2000 per year for Class I, Class II, and Class III. The maximum lifetime benefit for Class IV is \$1000 per eligible person.
3. If any Group I employee has a spouse enrolled in a coordinating plan through the District or through another employer, s/he shall be enrolled in the 50% plan described above.

G. **Optical Insurance**

1. The Board shall provide Group I employees an optical plan comparable to the NVA 3 plan.

2. The Board shall provide Group II employees an optical plan comparable to the NVA I plan.
- H. Upon retirement or voluntary termination, an employee with a minimum of ten (10) years service shall be granted one dollar and sixty-three cents (\$1.63) for each accumulated sick leave hour, not to exceed the accumulation limits set forth in Article 6, Section 2, Paragraph C. Further, upon retirement or voluntary termination of any employee with a minimum of ten (10) years of service, the employee's full daily pay shall be received for each accumulated sick leave day instead of one dollar and sixty-three cents (\$1.63) per hour, as referenced above, for up to five (5) regularly scheduled student attendance days that are cancelled during her/his last school year of employment if such days do not have to be made up later in the school year.
- I. **Mileage Reimbursement**
Mileage reimbursement at the prevailing IRS rate shall be paid to employees for required work-related use of a personal automobile as follows:
- Mileage from the regular work site to and from a required meeting unless said meeting is at the end of the workday and is on the general way home for the employee; no mileage will be paid to an in-district meeting at which the employee begins his/her workday or from such a meeting to the regular work site;
 - Mileage to and from out-of-district required meetings;
 - Required travel between regular worksites of an employee.

Mileage reimbursement will not be paid for situations other than those described above. Said reimbursement shall be paid immediately following completion of a school year, though mileage report forms shall be submitted to the Director of Food Services at the end of each month. An exception to this annual reimbursement shall be monthly reimbursement to employees with assignments requiring regular weekly travel between regular worksites.

**TERM OF AGREEMENT, SPECIAL PROVISIONS
AND RE-OPENER PROVISION**

Section 1

This Agreement shall become effective on date of ratification and shall remain in full force and effect without change, addition, or amendment until the 30th day of June, 2012.

Section 2

Notice of intent to re-open this Agreement for purposes of negotiating a successor Agreement as to wages, hours and conditions of employment shall be given in writing by the party desiring to re-open the Agreement on or before April 15, 2012, and negotiations shall commence as soon thereafter as feasible.

Section 3

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless this document is reopened pursuant to "B" below, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. By giving written notice to the other party, either party may reopen Article 20, and bargaining over contract provisions included therein shall commence within ten (10) workdays of such notice or as may be otherwise mutually agreeable. By mutual written agreement, other provisions of the Master Agreement may be reopened.

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agent, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M**

**BOARD OF EDUCATION
OF THE LAPEER COMMUNITY
SCHOOLS**

By _____
SEIU Local 517M

By _____
Peggy Bush, President

By _____
Jennifer Putnam
Unit Chairperson

By _____
John P. Nugent, Secretary

**APPENDIX A
LETTERS OF UNDERSTANDING AND AGREEMENT**

**LETTER OF AGREEMENT
JOINT LABOR MANAGEMENT (JLM)**

The parties agree that Joint Labor-Management Committee should be formed and should continue to operate during the term of this contract. The Committee would consist of three (3) employees appointed by the Union and three (3) persons appointed by the Board. A quorum for a meeting of the Committee would be six (6) people. The Committee may meet on a monthly basis as mutually agreeable. Either the Board or Union may send alternate, substitute representatives, and others. Either party at its discretion, may request additional meetings beyond the regularly scheduled meetings. The Union representatives (up to 3) shall be paid for up to one (1) hour per meeting per month.

LETTER OF AGREEMENT
SPECIAL FOOD SERVICES PROGRAM

STATEMENT OF NEED

The *Master Agreement* stipulates that bargaining unit work is defined as the "school lunch program for students." The District, however, provides food services for students, staff, and the community outside of the school lunch program for students. It is mutually agreed that while the Board has the right to operate non-school lunch food service programs without Union participation, the most successful such program will allow for active participation of the school lunch program employees and Union leadership.

Therefore, it is agreed that a Special Food Services Program be developed and operate consistent with the following:

PURPOSE

- To develop a skilled team of food service specialists to meet District food service needs outside of the school lunch program for students.
- To provide additional work opportunities for school food service employees.

ORGANIZATION

The Special Food Services Program will be comprised of the Special Events Team.

SPECIAL EVENTS TEAM

Responsibilities

The Special Events Team will provide specialty food services for staff, students, and the community outside of the District school lunch program for students. Team members will be responsible for developing and maintaining professional catering skills for food preparation and presentation. Specialty services may include, but not be limited to, refreshments, boxed meals, hors d'oeuvres, buffet and banquet meals for District and community events, and other sales of special foods and food services to District students and staff and to the Lapeer community.

Preparation

With consideration to the menu and time available as determined by District and building food service staff after considering related factors including building meals per labor hour, some food and supplies for special events will continue to be prepared during regularly scheduled work hours at the site of the special event or at one of the central production kitchens (East High School and Woodside School) or at another school worksite. Also, some extra time (to be scheduled as an extension, before or following the employee's regular work schedule) for minor set-up may be offered to employees regularly assigned to the site of the special event.

When a special event requiring extra work hours is exclusive for the staff, parents or student body at a specific school, it will be the option of the director, after input of the principal and head cook in that school, to decide if the service will be provided by the on-site food service staff or the Special Events Team. If preparation of food for such an exclusive special event can be completed within the regularly

scheduled work hours of the on-site food service staff, it will be the option of the on-site staff to decide if the preparation will be completed by the on-site food service staff.

Staffing/Equalization

Size of the Special Events Team will be determined by management. The positions will be posted to all District food service employees as they become available. Members will be trained on the job by the Director of Food Services and other team members or, at the discretion of the director, will receive other training in addition to the on-the-job training.

Team members must make a one year commitment to be available to work District special events, including events held on weekends. Any member unable to consistently fulfill this commitment will forfeit her/his position on the Team.

A team leader may be required for some events. Team members willing to assume the responsibilities of team leader may sign up on a separate equalization list. Assignments for this position will be equalized. The responsibilities of the team leader will include:

1. Assist in planning the menu, presentation and staffing for the event;
2. Assign responsibilities to team members;
3. Oversee preparation, presentation, service and clean up for the event;
4. Complete a report following the event;

If the number of team members available for a specific event falls short of the number needed as determined by the director, help will be recruited from outside of the bargaining unit if additional help is still needed as determined by the director. Also, student servers may be utilized to enhance public relations impact of particular special events. Use of student servers shall not be for the purpose of reducing program costs or reducing work opportunity for Special Events Team members.

WAGE RATES

Compensation for Special Food Services Program hours worked by bargaining unit members outside of regularly scheduled work hours will be compensated at \$8.54 per hour while such hours worked by each bargaining unit member within his/her regular scheduled hours will be compensated at his/her regular wage rate. The establishment of lower wage rates for non-bargaining unit workers is not intended to save costs by reducing the amount of bargaining unit member time within the Special Food Service Program. Team leaders will be paid an additional one dollar (\$1.00) per hour. The parties specifically will review this wage provision to ensure that no negative impact on bargaining unit workers occurs as the result of paying non-bargaining unit workers less than bargaining unit workers. Said review shall occur anytime pursuant to the process specified in the final paragraph below.

Neither mileage nor pay will be associated with travel between a regular worksite and a special events support work site or to a special events site.

Special food services work hours shall not be considered in relation to determining eligibility for fringe benefits.

It is mutually agreed and understood that this Letter of Agreement will be in effect upon the ratification date of the ***Master Agreement*** and will continue through June 30, 2009.

Further, the practices outlined in this letter will prevail over any contradictory contract provisions or past practices. Concerns which may arise in the process of implementing the programs will be resolved by the JLM Committee or, if necessary, by the Superintendent or her/his designee, Director of Food Services, Union president, and other Union representatives -- meeting together. Resolutions made during this concern resolution process will prevail for the remainder of the time that this Letter of Agreement is in effect.

**LETTER OF AGREEMENT
STUDENT BREAKFASTS**

WHEREAS, the State mandated that students be offered a school breakfast each school day beginning in 1994-95, and

WHEREAS, the District piloted serving students breakfast during part of the 1993-94 school year in eight (8) District buildings, and

WHEREAS, SEIU - Cafeteria employees have been used to help provide these pilot breakfasts though the *Master Agreement* indicates that bargaining unit work is the "school lunch program for students," and

WHEREAS, District and student needs relating to breakfasts are much simpler to address than are such needs relating to the school lunch program.

THEREFORE, it is agreed, that as a matter of convenience, SEIU - Cafeteria will be used in all buildings during the term of this *Master Agreement* to provide student breakfast services (if such services are offered) in the capacity used during the 1993-94 pilots.

FINALLY, it also is agreed that this letter and resultant actions shall not be considered precedent setting in any way whatsoever.

**LETTER OF AGREEMENT
RE: SICK LEAVE TRANSFER**

WHEREAS, occasionally an employee may personally experience an illness or injury that results in the need for an absence from work, and

WHEREAS, such an absence can result in loss of pay if paid leave has been exhausted by the employee, and

WHEREAS, for humanitarian reasons, an employee may wish to transfer a paid sick leave day(s) to another employee who has exhausted all paid leave due to such an illness or injury;

THEREFORE, IT IS AGREED that on an occasional basis in order to assist a co-worker in the cafeteria unit deal with an emergency situation, an employee may volunteer to donate up to five (5) of the co-worker's days each fiscal year to any employee who has exhausted all paid leave including vacation leave. Days are defined as the donating employee's workday (e.g. a 5-hour per day employee may donate up to 25 hours). Such donations shall be governed by the following:

1. The donor voluntarily must request that the administration transfer sick leave to another employee; such request may not be solicited by the recipient.
2. The recipient must provide written doctors verification of said medical situation and accept the donated day(s).

IT IS AGREED AND UNDERSTOOD:

2. that such transfer of days shall be for acute and immediate need pertaining to the employee's illness or injury (i.e. not for illness or injury of a relative) and shall not be authorized for follow-up matters pertaining to the emergency or for long-term consequences of the emergency situation. Days that are transferred shall be used immediately following the last accrued paid sick leave day the employee otherwise would have (i.e. there may be no unpaid leave between the employee's last paid sick leave and utilization of the transferred days).
2. Such transferred days shall **not** be counted for the purpose of calculating sick leave accrual as provided for in Article 6, Section 2, A or as sick days used by the donating employee in relation to the Attendance Incentive but shall be counted as a sick day used by the employee utilizing donated sick leave.

FINALLY, if anything pertaining to this Letter of Agreement is determined to be inappropriate in relation to standards determined by auditors, the IRS, legislation, the District, or a court of law or if either the Board or Union determine to terminate this agreement, termination shall occur immediately. If termination were to occur, nothing pertaining to this Letter of Agreement shall be considered precedent setting in any way whatsoever.

**LETTER OF AGREEMENT
EMPLOYEE SUGGESTION INCENTIVE**

Cost saving suggestions are always welcome to improve our department's efficiency and profitability. Employees are encouraged to present written suggestions to the Administration regarding ideas, procedures, and products that will improve the efficiency and profitability of the department.

When these ideas are implemented and found to be successful, employees will be eligible for cash awards. These awards will range from \$25 to \$500 based on the savings to the department.

Assistant Superintendent of Finance or designee, Director of Food Services, Assistant Director of Food Services, and one Union representative will be the committee to evaluate each idea and set the prize amount, if any.

**LETTER OF AGREEMENT
PRODUCTIVITY INCENTIVE PROGRAM**

Good productivity is beneficial to the employee, union and administration. Therefore, monetary compensation under this contract will be given to those buildings that improve in productivity compared each month with the corresponding month the prior year.

Productivity is defined as the number of hours needed to prepare, serve and clean in relation to the students' breakfast, lunch, and ala carte sales for each building.

1. Productivity will be measured on a monthly basis.
2. Hours will be calculated using times recorded on the bi-weekly time sheets and will be divided into that school's monthly total of breakfast, lunch and ala carte sales.
3. All food service employees will be eligible to participate in Productivity Incentive Program per building.
4. Productivity will be calculated for the prior month between the 5th and 15th on the following month and will be compared with productivity on the corresponding month in the prior fiscal year (e.g. October 2010 productivity will be compared with October 2009 productivity). Productivity incentive will be paid on the next available paycheck. Employees who were hired in or transferred during the preceding month will have their productivity pro rated per building, per day.
5. Employees on leave days, either paid or unpaid, will have their productivity pay out prorated by days off for those days not worked. (e.g.: 20 day work month, 4 sick days =20% of worked missed, receive 80% of pay out.)
6. Employees must be employed with Lapeer Community Schools at the time of pay out to receive previous month's incentive pay.
7. Productivity Incentive Plan starts October 1 and runs through May 31st each school year.
8. Inservice days and/or cleaning days are not counted in monthly calculations.
9. At any time during this contract, either the Union or Administration can discontinue the "Productivity Incentive Program" upon thirty (30) days written notice.
10. Elementary Head Cook subs will be paid out of their own building unless they work more than 25% of the scheduled work days in that month out of their home building. In that case, productivity pay out will be prorated between buildings worked.
11. Total monthly payout per building is calculated based on percentage increase in the number of meals served in relation to the same month the prior fiscal year. This total monthly payout shall be as follows:

	<u>> 30 meals per hour</u>	<u>25 > 30 meals per hour</u>	<u>< 25</u>
<u>meals per hour</u>			
3%+	\$ 60.00	\$ 50.00	\$ 25.00
5%+	\$100.00	\$ 75.00	\$ 50.00
8%+	\$150.00	\$125.00	\$ 75.00
10%+	\$200.00	\$150.00	\$100.00

12. Payout distribution per employee shall be determined by dividing the total monthly payout per building (as determined in #11, above) as follows:

School of 1 employee: divide total by 1

School of 2 employees: Head Cook - 65%; Cook's Helper - 35% of total

Rolland-Warner Middle School, Zemmer Middle School, East High School and West High School: Head Cook 20%; 2 sub Head Cooks 20% (10% per each sub head cook); Cook's Helpers 60%

Community High School:
Head Cook 50%;
Cooks Helper 25%;
Van Driver 25%.

Examples:

HS +3% <25

14 employees x \$25.00 =	\$350.00	
head cook (20% of \$350.00)=		\$ 70.00
sub head cooks (x2 @ 10% each)=		\$ 70.00/\$35.00 each
cook helper pool \$350.00 - \$140.00 =		\$ 210.00
\$210/12 cook helpers =		\$ 17.50

Elementary +5% <25

2 employees x \$50.00 =	\$100.00	
head cook 65% =		\$ 65.00
cook helper 35% =		\$ 35.00

Zemmer +5% <25

5 employees x \$50.00 =	\$250.00	
head cook 30% of \$250.00 =		\$ 75.00
cook helpers (4) 70% of \$250.00 =		\$175.00
\$175.00/4 cook helpers =		\$ 43.75

13. Head cooks will receive incentive payout from their home school only. Further, the hour(s) that head cooks work in other buildings will be added to those other buildings' daily hourly counts.
14. Those schools that achieve > 30 meals per hour and which were above 30 meals per hour the same month in the previous year will be entitled to the "30+ Student Club" incentive. This incentive will be as follows with the payout distribution as stipulated above in "12".
- | | |
|------------------------|---------|
| 30.00 to 30.99 meals = | \$20.00 |
| 31.00 to 31.99 meals = | \$30.00 |
| 32.00 to 32.99 meals = | \$40.00 |

Finally, it is agreed that the parties indicated below will review this Productivity Incentive Program prior to each subsequent contract year and that changes in the program can be made by mutual agreement during any year of this **Master Agreement**.

LETTER OF AGREEMENT EVALUATIONS

The Board and the Union recognize the right, duty, and responsibility of management to make periodic evaluations of the performance of employees. The objectives of the evaluation process are as follows:

- To provide a fair and equitable evaluation system that will help to provide the best possible employees for the Lapeer Community Schools;
- To provide recognition of employee strengths and weaknesses as well as to provide assistance to employees who seek to improve their effectiveness or who need to correct deficiencies which have been identified;
- To facilitate communication between Food Service Director and employee about job expectations and performance;
- To provide written documentation of performance for use in transfers and promotions;
- To clarify job expectations.

A. Evaluators

The Food Service Director and/or Assistant Food Service Director, considering input from the building principal or assistant principal, evaluates employees assigned to a particular position. This Food Service Director or other designee of the superintendent is referred to as the "evaluator" hereinafter.

B. Representation

An employee may have a representative of the Union present at any evaluation conference. The employee is responsible for arranging such representation.

The evaluation of non-probationary employees is subject to the grievance procedure to the superintendent level only (Level Three).

C. Evaluation Procedure

1. The work performance of an employee shall be evaluated at least every other year. It is mutually agreed and understood that evaluations may occur as frequently as needed in the judgment of the evaluator.
2. Before an employee is rated as unsatisfactory in his/her job performance, the evaluator shall meet with the individual prior to such a rating being submitted in order to put the employee on notice that his/her job performance is not satisfactory and to discuss means of improvement.
3. If an employee will receive an unsatisfactory overall performance summary, the employee will be notified of such rating prior to the evaluation review meeting so that he/she may arrange for Union representation if so desired. If the employee is rated unsatisfactory in his/her job performance at the evaluation review, the evaluator will counsel the employee as to how to improve and how to proceed in order to strengthen the weakness(es).
4. The employee may attach a rebuttal to any "Performance Rating Report" he or she is in disagreement with.

D. Probationary Employees

Probationary employees shall be evaluated prior to the conclusion of their probationary period. The evaluation of probationary employees shall not be subject to the grievance procedure.

**Lapeer Community Schools
Cook/Cooks Helper
Employee Performance Rating Report**

Employee Name _____ Date of Report _____
 Position _____ Date of Last Report _____
 Hire Date _____

Specific accomplishments since last evaluation

Employee Strengths

Performance Ratings

Performance Criteria:	Unsatisfactory	Meets Expectations	Exceeds Expectations
Work Quality			
Work Quantity			
Safety Practices			
Dress Code			
Attendance			
Works Posted Hours (i.e. minimal overtime)			
Communication			
Judgment			
Commitment to Job			
Employee Relations			

Explanation of Unsatisfactory Ratings

Employee Goals

Overall Performance Rating _____

Summary

Supervisor Signature _____ Date _____

Employee Signature _____ Date _____

Employee's signature signifies receipt of this evaluation but not necessarily agreement with all of its contents.

**LETTER OF AGREEMENT
ATTENDANCE IMPROVEMENT PROGRAM**

The following Attendance Improvement Program is provided to address the issue of chronic and excessive poor attendance by employees. The program may be modified by mutual agreement of Lapeer Community Schools Administration (Administration) and SEIU-Food Service (the Unit).

Background: It is recognized that occasionally employees have long-term personal or family health and welfare issues that require them to be away from work for extended periods. Employees in this type of situation may qualify for leave under the Family Medical Leave Act (FMLA) for up to twelve weeks to address their needs. The District, in its *Master Agreement* with the Unit, also provides for liberal paid and unpaid leave for personal illness and several other causes as listed in the Agreement.

Notification of excessive absence: Employees not covered by FMLA or not on approved long-term unpaid leave, who have exceeded of ten (10) days absent consisting of any combination of paid sick days and/or unpaid days in one school year, will receive written warning that their absence from work is excessive. The employee may ask for a review of his/her attendance with the Executive Director of Operations; if circumstances warrant as determined by the Executive Director, the written warning may be removed and disregarded. Further, an employee may also be considered excessively absent if a pattern develops regarding a specific aspect of his/her assignment (such as Friday absences).

Chronic excessive absence: Employees who have been determined to be excessively absent twice within a three-year period will be considered chronic. Those employees will be placed on an attendance improvement plan.

Attendance Improvement Plan: The Attendance Improvement Plan will be established to regularly review the employee's attendance. The employee will meet with the Director of Food Services after every quarter (45 workdays) and review attendance. If the employee has used more than two (2) sick or non-paid days not covered by FMLA in a quarter the employee will be subject to progressive disciplinary action starting with written reprimand. The second step will be imposed when the employee exceeds two days absence in a subsequent quarter or exceeds six days in the school year. The second step will be a suspension of two days without pay. The third step will be imposed when the employee exceeds two days absence for a third quarter or exceeds ten days in a school year while the plan is in effect. The third step will be a ten-day suspension without pay. The fourth step will be imposed if the employee exceeds two days in a fourth quarter or exceeds fifteen days in a school year. The fourth step will be Superintendent review of a recommendation for discharge. An employee on an Attendance Improvement Plan will not be granted any extended unpaid leave except those that are required to be granted by law or the Agreement.

The employee's attendance will be reviewed at the end of the year. If the employee has received any disciplinary action pertaining to attendance during the year the plan will continue for the next school year. If the employee goes on an approved extended leave (in excess of five days) as required by law or the Agreement, the plan will be extended for a duration equal to said extended leave.

Once an employee has completed an attendance improvement plan the employee will be expected to maintain good attendance. Should an employee meet criteria to be placed on an attendance improvement plan a second time the plan will begin with the second step (two days suspension without pay) and progress from there.

**LETTER OF AGREEMENT
ATTENDANCE INCENTIVE**

Good attendance at work is beneficial to the Food Service program, the union, and the School Board.

Therefore, an attendance incentive will be provided in 2011-2012 as specified below if the employee is not absent from work.

1. If no paid or unpaid leave is used from August 31, 2011 – February 10, 2012, the employee will be paid for President’s Day holiday February 20, 2012.
2. If no paid or unpaid leave is used from February 13, 2012 through June 11, 2012, the employee will be paid for one day of work June 12, 2012.

The pay as referenced above will be based on the employee’s regular pay rate and length of workday at the time of payment (i.e. February 20 and June 12, 2012).

Finally, absences (whether paid or unpaid) shall be waived in relation to eligibility for this attendance incentive for absences directly pertaining to the following:

- Injury covered under Workers Compensation
- Jury duty
- Work-related subpoena received by the employee
- Bereavement leave

In order to so waive an absence in relation to the attendance incentive, the employee must supply proper documentation to management prior to the absence, whenever possible. When such prior notice is not possible, proper documentation must be supplied immediately upon return from the absence.

Finally, it is understood and agreed that the administration will assess the 2011-2012 financial implications of this agreement and will notify the union of whether this attendance incentive will be provided in 2012-2013 with the administration having the sole discretion whether to continue or discontinue this agreement. Such notification will be provided to the union no later than August 1, 2012.

For the Board

For the Union

Date

Date

**LETTER OF AGREEMENT
RE: CONTRACTED SERVICE**

This Agreement is entered into on the date(s) set forth below by and between the Board of Education of the Lapeer Community schools ("Board") and the Service Employees International Union, Local 517M, Food Service Personnel Unit ("Union").

Recitals

WHEREAS, Board and Union are parties to a Collective Bargaining Agreement which covers a bargaining unit consisting of food service personnel employed by the Lapeer Community Schools (LCS), and

WHEREAS, as food service positions become open as a result of attrition, Board desires to be able to third-party contract for the positions, rather than hire employees, and

WHEREAS, Board and Union desire to enter into this Letter of Agreement to enable Board to third-party contract cook helper positions that become available in the future as a result of attrition without requiring Board to engage in collective bargaining with Union and without requiring Board to provide Union with an equal opportunity to bid on any contract for food services under Subsection 15(3) (f) of the Public Employment Relations Act (PERA).

NOW, THEREFORE, BOARD AND UNION AGREE AS FOLLOWS:

1. In the event that cook helper positions become open or available in the future as a result of attrition, Board shall have the right to contract/subcontract for the desired services without engaging in collective bargaining with Union, including collective bargaining regarding the procedures for obtaining the contract/subcontract, the identity of the contractor/subcontractor, or the impact of the contract/subcontract on individual employees or the bargaining unit.
2. In the event cook helper positions become open or available in the future as a result of attrition, Board may but shall not be required to provide the bargaining unit or Union with an opportunity to bid on the contract/subcontract for said services on an equal basis as other bidders and Union hereby waives any right to bid that it or the bargaining unit may have.

**BOARD OF EDUCATION OF THE
LAPEER COMMUNITY SCHOOLS**

Dated: _____, 2010

By: _____
Its: _____

**LAPEER COMMUNITY SCHOOLS
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M, FOOD SERVICE
PERSONNEL UNIT**

Dated: _____, 2010

By: _____
Its: _____

**Letter of Agreement
Re: Edie Hogan**

Whereas, the 2009-2010 Master Agreement stipulates that head cooks qualify for Group I level health insurance regardless of the number of hours per week that they work, and

Whereas, the 2010-2011 Master Agreement has been changed to require any employee, including a head cook, to work at least 35 hours per week to be considered a Group I employee in relation to health benefit eligibility, and

Whereas, Edie Hogan currently is a head cook who could be negatively impacted in relation to this change in Master Agreement provision, and

Whereas, the parties indicated below wish to "grandfather" Ms. Hogan so as to hold her harmless as this change in contract provision is implemented.

Therefore, it is hereby agreed that as long as Edie Hogan fills a head cook position she will be eligible for Group I employee benefit level insurance coverage regardless of the number of hours per week that she works.

Further, it is agreed that this Letter of Agreement shall not be considered precedent setting in any way whatsoever and pertains only to Edie Hogan as referenced herein.

Finally, this provision may be altered only by written agreement of the parties indicated below.

For the Board

For the Union

Date

Date