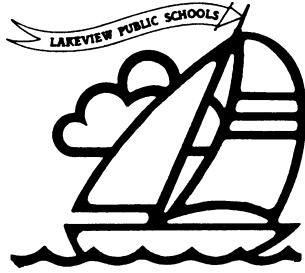


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**Agreement**

**Lakeview Public Schools Board of Education**

**St. Clair Shores, Michigan**

**and**

**International Union of  
The American Federation of State,  
County, and Municipal Employees,  
Council 25, Local 1317.13 Food Service**

**2011 – 2015**



**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>ARTICLE I</b>	<b>Recognition.....4</b>
<b>ARTICLE II</b>	<b>Board Powers.....4</b>
<b>ARTICLE III</b>	<b>Union and Employee Rights .....5</b>
	<b>SUCCESSOR CLAUSE .....7</b>
<b>ARTICLE IV</b>	<b>Work Policy .....7</b>
<b>ARTICLE V</b>	<b>Seniority.....7</b>
<b>ARTICLE VI</b>	<b>Vacancies - New Position - Promotions.....8</b>
<b>ARTICLE VII</b>	<b>Lay-off and Recall.....10</b>
<b>ARTICLE VIII</b>	<b>Termination of Employment .....11</b>
<b>ARTICLE IX</b>	<b>Progressive Correction &amp; Discipline .....11</b>
<b>ARTICLE X</b>	<b>Grievance Procedure .....12</b>
<b>ARTICLE XI</b>	<b>Evaluation .....14</b>
<b>ARTICLE XII</b>	<b>Personnel File.....15</b>
<b>ARTICLE XIII</b>	<b>Sick Bank.....15</b>
<b>ARTICLE XIV</b>	<b>Leaves of Absences.....16</b>
<b>ARTICLE XV</b>	<b>Business and Sick Leave.....17</b>
<b>ARTICLE XVI</b>	<b>Medical Examination.....18</b>
<b>ARTICLE XVII</b>	<b>In-service Training.....18</b>
<b>ARTICLE XVIII</b>	<b>Special Conferences .....19</b>
<b>ARTICLE XIX</b>	<b>Payroll.....19</b>
<b>ARTICLE XX</b>	<b>Fringe Benefits.....20</b>
<b>ARTICLE XXI</b>	<b>Holidays .....21</b>
<b>ARTICLE XXII</b>	<b>Retirement.....21</b>
<b>ARTICLE XXIII</b>	<b>Workers' Compensation .....22</b>
<b>ARTICLE XXIV</b>	<b>Compensation .....22</b>
<b>DURATION OF AGREEMENT</b>	<b>.....24</b>
<b>APPENDIX A</b>	<b>Insurance Benefits.....25</b>
<b>LETTER OF AGREEMENT</b>	<b>.....26</b>

## **ARTICLE I RECOGNITION**

- 1.01** The Lakeview Board of Education (when used hereinafter in this Agreement, shall be referred to as the Board) hereby recognizes AFSCME, Council No. 25, Local 1317 Union, as the exclusive bargaining representative, as certified through appropriate statutes, for all cafeteria personnel represented by the union in the bargaining or negotiating unit as above defined. Excluded from the union are supervisors and substitute employees.
- 1.02** The Board will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the union under this contract.
- 1.03** Nothing contained herein shall be construed to deny or restrict any employee rights he/she may have under the Michigan General School Laws. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 1.04** Prior to being printed, the negotiating board chairman and the union negotiating committee shall proofread and initial the contract.

The Board Negotiating Committee shall be responsible for copies of the Agreement to be printed within fifteen (15) days of ratification by the Board of Education at the expense of the Board and presented to all union members now employed or hereafter employed by the Board.

## **ARTICLE II BOARD POWERS**

- 2.01** A. **Board Powers** – 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, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of the employees;
  2. to hire all employees and, subject to the provision of the law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;
  3. to determine hours of employment, duties, responsibilities and assignments of all employees under this Agreement and the terms and conditions of employment.

## **ARTICLE II (continued)**

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.

## **ARTICLE III UNION AND EMPLOYEE RIGHTS**

- 3.01**
  - A. Pursuant to Michigan Statutes, the Board hereby agrees that every employee in this bargaining unit shall have the right to organize, join, and support the union.
  - B. The Board hereby agrees that it shall not, directly or indirectly, discriminate, deprive or otherwise coerce any member of the union in the enjoyment of any rights conferred by law, federal, or state, or in regard to wages, hours or working conditions or in the application of the provisions of this Agreement by reason of race, creed, religion, color, national origin, handicap, age, sex, marital status or union membership.
- 3.02** The union and its members shall have the right to use School District facilities in accordance with Board policy regarding the use of facilities by outside groups. The union shall have the right to use the District's interschool mail service for communications to its members.
- 3.03** The Board agrees to furnish to the union in response to reasonable requests available information concerning, the financial resources of the District, tentative budgetary requirements, and allocations and such other information as will assist the union in developing intelligent, accurate, informed, and constructive programs on behalf of the employees.
- 3.04** Recognizing the education of children is the basic reason for establishment and operation of our public school system, the Lakeview Cafeteria Personnel Union agrees that no strike, as defined under Act 379 of the Michigan Public Acts of 1965, will be voted, condoned, authorized, or undertaken by its members within the life of this contract and that any employee engaging in a strike, authorized or unauthorized by the union, in the Lakeview Public Schools , or in any of its schools, will be subject to dismissal according to statutory provision.
- 3.05** If negotiation meetings are scheduled with the School Board representatives, employees involved shall be excused from work without loss of pay, when such meetings are scheduled during the workday.

## ARTICLE III (continued)

a. **Union Release Time**

The Chapter Chairperson and the stewards shall be excused with paid release time up to two (2) hours to represent a member of AFSCME Local #1317 Food Service Bargaining Unit. The purpose of this release is to allow the union leaders to represent members in a grievance meeting, disciplinary hearing, or in area of violations of the collective bargaining

If negotiation meetings are scheduled with the School Board representatives, employees involved shall be excused from work without loss of pay when such meetings are scheduled during the workday period.

The Employer shall not be required to release more than three (3) bargaining unit members for any meeting taking place during the school day.

Both parties will agree that said negotiation meeting will be held on a “shared time” schedule and at least twice a month unless otherwise mutually agreed upon.

- b. The Executive Board Local #1317 Food Service bargaining unit representative shall be excused with pay release time to three (3) days to attend conferences and/ bargaining.

### 3.06

**Agency Shop**

Any employee who is not a union member and who does not make application for membership shall be required as a condition of continued employment to pay the union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly union dues.

The union will contact the employee in reference to terms of the Agreement and will give the employee thirty (30) days notice as to provisions of the contract concerning the Agency Shop. The Superintendent will send a copy of the new employment letter to the president of the union at the same time a copy is sent to the newly hired employee.

### 3.07

Deductions shall be made only in accordance with the provision of the authorization form. Any assessment levied by the union in conformance with their constitution and bylaws shall be considered a part of the union dues. Such assessment will be considered due by the first working day of the next school year and may be paid as part of that year's payroll deduction. The Board shall have no responsibility for the collection of initiation fees, membership (union) dues, special assessments or any other deduction not in accordance with the authorization form.

The Board agrees to deduct AFSCME/PEOPLE contributions for those individual employees who have signed an authorization card (supplied by the union) agreeing to this contribution. The Board limits the opportunity to make changes to the deduction level employee's select to one week in late August and one week in late January each year.

After receipt of the dues deduction authorization form, the Board shall deduct dues from the second pay period of the following month and each month thereafter.

## ARTICLE III (continued)

After receipt of the dues deduction authorization form, the Board shall deduct dues from the second pay period of the following month and each month thereafter.

Deductions for any calendar month shall be remitted to the union as soon as possible after the 10th day of the following month.

The union agrees the Board is free from liability for the funds deducted as dues, except to issue a check in the name of the union for the dues deducted.

The union will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability for reason of action taken or not taken by the Board for the purpose of complying with the payroll deduction authorization.

### SUCCESSOR CLAUSE

This Agreement shall be binding upon the successor and assignees of the parties hereto and no provisions, terms of obligations herein contained shall be effected, modified, altered or changed to the detriment of the other party in any respect whatsoever by voluntary consolidation merger, or assignment of either party hereto.

## ARTICLE IV WORK POLICY

- 4.01** The normal workday for a cafeteria employee shall be based on a schedule setup by the Superintendent or an administrator designated by the Superintendent. Such schedule shall include a lunch hour for employees who work four (4) consecutive hours per day. Employees working less than four (4) hours a day will not have a lunch hour included in their schedule.
- 4.02** Each employee will have a fifteen (15) minute break in the morning, to be scheduled by the immediate supervisor.
- 4.03** The work year for employees shall be 180 days.
- 4.04** Employees shall be expected to exercise reasonable care with respect to the safety of students and property.
- 4.05** When the entire School District is closed because of an Act of God, employees shall not be required to report to work, nor shall they suffer any loss of wages if the day is not rescheduled.

## ARTICLE V SENIORITY

- 5.01** Seniority
1. Seniority shall be defined as length of continuous service to the School District in a position that is included in the bargaining unit.
  2. It is expressly understood that seniority will accrue for leaves related to workman's compensation and disability.
  3. A coin toss or number draw will determine the order of seniority for any new employees hired on the same date. The coin toss or number draw will be performed with a member of the administration and a union officer present. New employees will be informed of the results of the seniority determination.

## **ARTICLE V (continued)**

### **5.02 Seniority List**

An updated seniority list will be furnished to the union (here) and shall show the name and date of hire of the union members each October.

### **5.03 Loss of Seniority**

An employee shall lose their seniority for the following reasons:

- a. Resignation.
- b. He/she is discharged and the discharge is not reversed through the Grievance Procedure.
- c. He/she is absent for three (3) consecutive working days without notifying the proper authority. The Board may grant an exception based on extenuating circumstances.
- d. He/she does not return from a leave of absence.
- e. He/she gives a false reason for leave of absence or engages in other employment during such leave. However, if no job vacancy is available at the end of the employee's leave of absence, he/she may engage in other employment until a position in the District is available.
- f. Retirement.

### **5.04 Non-Contract Position**

If an employee presently covered under the contract applies and is hired by the Lakeview Public Schools for a position outside the contract, the employee's seniority shall be frozen. Said employee may return to a position covered by the contract between the Lakeview Public Schools and the union and shall retain all previously accrued seniority when an open position is available for which said employee is qualified.

### **5.05 Re-Employment**

Any employee who terminates his/her employment voluntarily shall be considered as a new employee, if rehired.

## **ARTICLE VI VACANCIES - NEW POSITIONS - PROMOTIONS**

**6.01** All job vacancies within the bargaining unit shall be filled in accordance with the following provisions of this Agreement. A job vacancy shall be defined as a vacancy, which is created as a result of the resignation of an employee, termination, promotion, death of an employee, or the creation of a new position not previously filled. Job vacancies within the bargaining unit will be filled on the basis of seniority and qualifications.

**6.02** A promotion shall be defined as changing the employee's classification to one in a higher wage classification. The employee shall receive salary commensurate on the same step as the employee received when promoted.



## **ARTICLE VI (continued)**

**6.03** All postings for vacancies and new positions, listing the requirements of the position, shall be posted in each job location for at least five (5) working days.

Duties and qualifications will be stated for each vacancy or new position(s) and the hours of employment.

**6.04** Employees interested in the vacancy shall apply in writing to the Personnel Office within the posting period.

If there is more than one opening, the employee may apply for both.

**6.05** A probationary employee may apply for a posted position to be considered only when status employees have not bid. If the probationary employee wins a position, such employee must serve the remainder of the ninety (90) day probationary period in the new position as well as the trial period of a status (regular) employee.

**6.06** The union shall be notified of all applicants for the position. The top bidder for the position must make his/her decision to accept the position by 12:00 noon, two (2) working days following notification of the appointment.

**6.07** The union shall be notified when the position has been filled, listing the qualifications of the employee hired. The union will be notified of all new hires, their classification, and rate of pay.

**6.08** **Trial Period**

1. An employee who accepts an open position will receive a maximum of thirty (30) working days trial period in the new position. During the trial period, the employee shall receive the rate of pay for the position he/she is performing.
2. During the trial period, if the employer considers the employee's work unsatisfactory as evidenced by an unsatisfactory evaluation, or the employee opts to return to his/her former position within thirty (30) working days, the employee shall return to their former position.

**6.09** **Probation**

1. All new employees shall serve a ninety (90) working day probationary period.
2. A probationary period is the time an employee is demonstrating his/her qualifications and abilities to his/her supervisor.
3. Earned business and sick leave will be credited after the end of the probationary period.

**6.10** **Evaluation**

1. Evaluations of trial period employees shall be a continuing process through verbal guidance, directives, and clarification of job performance.

## ARTICLE VI (continued)

2. All formal evaluations of trial period employees will be made by the immediate supervisor directly responsible for the employee's work, by completion of the evaluation form agreed upon by this contract. The appropriate administrator shall review and sign the evaluation.
3. The immediate supervisor evaluating the employee will conduct an interview with the employee, in private, to discuss the evaluation and compare it with prior evaluations.
4. The immediate supervisor evaluating the employee will sign the evaluation. The employee will sign the "employee evaluation" indicating only that he/she has reviewed the completed form in an evaluation interview. The employee's signature does not necessarily indicate agreement by the employee with the evaluation.
5. A copy of the signed evaluation form will be placed in the employee's personnel file and a copy will be given to the employee at the evaluation interview.
6. No member of the bargaining unit may evaluate another member of the bargaining unit.

## ARTICLE VII LAY-OFF AND RECALL

### 7.01

#### Lay-off Procedure

In the event of a lay-off, position elimination, or to exercise contractual bumping rights, the senior qualified employee will have the option to "bump" the least senior employee down in the Classification Schedule on the basis of qualifications and District-wide seniority and shall receive the rate of pay for the position.

- a. Lay-off shall mean a reduction in the employee work force due to a decrease in work or a case of financial emergency.
- b. An employee on lay-off may engage in other employment until a position in the District is available.
- c. In the event that the lay-off is necessary due to financial reasons, the affected employee and the union will be given notice ten (10) working days in advance of the effective day of lay-off. Notice shall be in writing.

The affected employee will have the option to "bump" either the least senior employee in their classification or below. Employees who have exercised "bumping" rights shall receive the rate of pay for the newly acquired position.

### 7.02

#### Recall Procedure

- a. After a lay-off, employees shall be recalled according to the inverse order in which they were laid off, providing that the employee with the greatest seniority shall be recalled according to his/her seniority whenever he/she is qualified for the position available.

## **ARTICLE VII (continued)**

- b. If the employee fails to report for work within five (5) calendar days after mailing, wiring, or delivery, as the case may be of the recall notice, the Board may consider the employee as having terminated his/her employment.

## **ARTICLE VIII TERMINATION OF EMPLOYMENT**

- 8.01** Any employee terminating his/her employment must give two weeks' notice in writing to his/her immediate supervisor and to the Board of Education. When possible more notice will be given.

## **ARTICLE IX PROGRESSIVE CORRECTION & DISCIPLINE**

- 9.01** The Board agrees that its rules and regulations governing employee conduct shall be reasonable and non-discriminatory. Any discipline, up to and including discharge, shall be only for just cause, subject to the provision of the Paragraphs 10.01 - 10.07 and shall be progressive with a union representative present. The employee has the right to waive (in writing) union representation.
- 9.02** Disciplinary action will be understood as meaning verbal or written reprimand; suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an employee by the Board of Education).
- 9.03** A verbal reprimand will be handled in a manner that will not embarrass an employee before other employees, students, or the public.
- 9.04** After the probationary period and before determination is made to discipline an employee, the immediate supervisor shall have offered reasonable assistance and direction to the employee when appropriate.
- 9.05** Discipline of the employee shall be progressive. It is expressly understood that due to the gravity and nature of an offense, discipline may be implemented at an appropriate level, which includes discharge.

### **Progressive Correction & Discipline**

#### **A. Informal**

In the first offense, the usual action will be a verbal warning.

The employee shall be accompanied by a union representative. The employee has the right to waive (in writing) union representation.

## ARTICLE IX (continued)

### B. Verbal Reprimand

If a problem persists, a conference shall be held between the employee, his/her immediate supervisor, and a union representative to notify the employee of the alleged problem area.

1. A form which would include the employee's signature, a short statement as to why the conference took place, the signature of the union representative that witnessed the conference, and the signature of the administrator conducting the conference shall be used. A signed form will indicate a meeting has taken place but will not necessarily reflect agreement.

### C. Written Reprimand

If the problem persists, a meeting will take place with the employee, the immediate supervisor, and a union representative, followed by a formal written reprimand which shall be issued to the employee. The written reprimand shall contain the specific problem area(s) that exist.

### D. Suspension

If the problem persists, and if the supervisor still finds that the employee's conduct/performance has not improved, then the supervisor may request that the Superintendent or designee institute suspension with or without pay. Suspension is limited to a maximum of ten (10) working days per occurrence.

The Superintendent will provide written notice to the employee with a copy to the union president, listing incidents and/or behaviors resulting in suspension. Suspension will take effect immediately.

### E. Discharge

If the problem persists and the supervisor still finds that the employee's conduct/performance has not improved, then the Superintendent or designee may discharge.

**9.06** The Board agrees that the private life of any employee is not an appropriate matter for the concern or attention of the Board unless it adversely affects the employee's ability to carry out professional functions or responsibilities to the School District.

**9.07** Discipline up to and including discharge is grievable as provided in ARTICLE X. The employee will have the right to appeal the suspension or discharge as a grievance.

## ARTICLE X GRIEVANCE PROCEDURE

Time limits are defined in terms of school days. When school is not in session we will interpret school days as being synonymous with working days.

**10.00** The term "employee" shall mean also a group of cafeteria personnel having the same complaint or grievance.

## ARTICLE X (continued)

**10.01** The Board of Education recognizes a grievance committee, which is composed of the union president, chief steward and one (1) additional member.

**10.02** **Procedure**

- a. Prior to filing a written grievance with the union, the aggrieved employee may meet with his/her supervisor with which the grievance originated, time limit not to exceed five (5) school days from the time of the incident over which the employee is aggrieved. A union representative, if requested, will be present while the grievance is being discussed. Every effort will be made to resolve the grievance informally.
- b. In the event the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 1, he/she may file the grievance in writing to the union.

A written grievance may be submitted to the supervisor. Such action must be taken within five (5) school days of the receipt of the decision at the by the supervisor, he/she shall render a decision in writing.

- c. In the event the aggrieved is not satisfied with the disposition of his/her grievance at the preceding level, the written grievance may be submitted by the union to the Superintendent, who may refer the grievance to a designee. Such action must be taken within five (5) school days of the receipt of the decision at the preceding level. Within five (5) days from the receipt of the grievance by the Superintendent, he/she shall render a decision in writing.

**10.03** **Arbitration Panel**

- a. If the grievance is not resolved at Level 2, the Union has no less than thirty (30) calendar days from the receipt of the Level 2 answer to file a Notice of Intent to Arbitrate, by sending a letter to the Director, Human Resources or the appropriate employer representative. If the union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.
- b. Upon written request by either party, after the Notice of Intent to Arbitrate, the parties shall meet in order to attempt to resolve the grievance. Such meeting is not intended to be automatic for all grievances so as to defeat the purpose of Level 2. The meeting shall be composed of two (2) representatives of the union and two (2) representatives for the employer. The union members shall be the president and the Council 25 representative or their designee.
- c. If the parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the union representatives and employer representatives.

## ARTICLE X (continued)

### Selection of the Arbitrator

1. Within ninety (90) days of the receipt of the written demand for arbitration, the Union shall notify one of the arbitrator's from the permanent roster of arbitrators listed below:

David Grissom	Linda Ashford
Kathryn Van Dagens	Mark Glazer
John Obee	Elaine Frost
Ildiko Knott	George Roumell
Ben Wolkinson	Paul Glendon
Joseph Girolamo	William Daniels
Barry Goldman	

Selection shall be made on an alternate strike basis with the Union removing the first name from the list. Each party will continue elimination until one name remains who shall be the arbitrator assigned to hear the case.

2. The parties recognize that an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The parties may then move to the next arbitrator on the list.
3. An arbitrator may be removed from the list by written notice of either party during the list of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will head and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
4. If the parties agree, in a particular case, not to use the list of arbitrators they may agree in writing to use the American Arbitration Association selection procedure. The arbitrator's fee and other expenses of arbitration shall be divided equal between the parties. Each party shall bear his/her own expenses in connection therewith.

## ARTICLE XI EVALUATION

- 11.01 All formal evaluations shall be based on supportable facts.
- 11.02 The evaluation process shall not be used for purposes of harassment.
- 11.03 A conference shall be held between the employee and his/her evaluator prior to the finalization of the evaluation report.
- 11.04 An employee may prepare a response to the evaluation, which shall be placed in his/her personnel file with the evaluation.

## **ARTICLE XI (continued)**

- 11.05** Employees shall sign their evaluations. Their signature only indicates receipt of the evaluation and does not necessarily indicate agreement.
- 11.06** All employees shall be evaluated at least once every three (3) years thereafter by his/her immediate supervisor.
- 11.07** No material originating after original employment shall be placed in an employee's personnel file unless the employee has had the opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question.
- 11.08** All employees shall be accorded, in regard to their personnel file, those rights to examination, copying and comment provided under the Bullard-Plawecki Employee Right to Know Act. In addition, the employee may exercise these rights at all reasonable times, and with a union representative present, if so requested.
- 11.09** No evaluation or survey prepared by persons other than the employee's supervisor(s) shall become part of the employees personnel file, unless requested by the employee or immediate supervisor.

## **ARTICLE XII PERSONNEL FILE**

- 12.01** Each employee may examine the nonconfidential/confidential and evaluation content of his/her personal file at any reasonable time and place and he/she may copy or otherwise reproduce any portion or the whole of such material.
- Positive materials shall be added to employees personnel file at any time.
- 12.02** All materials that are detrimental will be removed at three (3) year intervals.

## **ARTICLE XIII SICK BANK**

- 13.01**
- a. On July 1, 1996, the Board shall contribute 100 days to a sick bank for the employees. The bargaining unit members shall maintain an appropriate level of days as determined by the union thereafter, by directing the Board to deduct days from members' accumulated days to be added to the bank. Application for such leave shall be in writing and directed to the union.
  - b. The Bank shall be administered by a five (5) member committee composed of four (4) members appointed by the union, and one (1) member appointed, by the Superintendent.
  - c. The Committee may grant additional sick leave days after the employee has exhausted all but fifteen (15) of his/her accumulated personal leave bank, up to the date that disability insurance coverage would commence.

## ARTICLE XIII (continued)

- d. A relapse of an extended illness covered by the Disability Bank, occurring within thirty (30) days of the employee's return to work, may be immediately referred for consideration by the Disability Bank Committee without the waiting period.

## ARTICLE XIV LEAVES OF ABSENCE

### 14.01

#### **JURY DUTY**

Any employee called to jury duty will receive the difference in wages between the regular contract wages of the School District and the amount of money received for work when serving jury duty. The employee will report to Lakeview Public Schools for work when not actually serving jury duty. Employees are to notify the Superintendent or designee within forty-eight (48) hours of being called for jury duty. The Superintendent will attempt to have the employee excused from duty.

1. Days served on jury duty will not be charged to the accumulated leave days.
2. Any employee subpoenaed into court to give testimony relating directly to a student under the employee's charge shall be paid full wages minus the amount paid for the subpoena and will not have such days charged to the accumulated leave days.

### 14.02

#### **PREGNANCY AND CHILD BIRTH**

Pregnancy and childbirth shall be treated as any other disability under the terms of this Agreement. A doctor's statement regarding the terms of pregnancy shall be provided by the employee.

1. **Child Care - Short Term Leave**
  - a. An employee who adopts or assumes legal custody of a child shall be extended the same privileges (when applicable) as an employee with a natural born child.
  - b. Upon termination of disability, or in the case of adoption or legal custody, limited to ten (10) working days, and upon acquiring the child, an employee shall be granted a short term leave, without pay or benefits, for the remainder of the year (June 30).
  - c. This leave may be extended by the Board for an additional year upon the request of the employee. Such request must be filed in the Administration Office not later than April 1, the year the leave is to expire.
2. When an employee is released to return to work after having been absent for a short-term childcare leave, he/she will be reinstated to the classification held prior to the leave provided:
  - a. His/her physician has released him/her to return to a position with no job restrictions or limitations.



## **ARTICLE XIV (continued)**

- b. He/she will be placed for immediate assignment in the first position for which he/she is qualified and which is commensurate with that which would be held had the leave not intervened.
- c. Upon return from leave, unused accumulated benefits will be reinstated; no additional benefits will be accumulated during the leave of absence.
- d. All leaves shall terminate on the date expressly agreed upon by the Board.

### **14.03**

#### **EXTENDED LEAVE - ILL HEALTH**

- a. An employee may be granted a leave of absence for personal illness, accident, or equally grave emergency for rest and recuperation.
- b. Written applications for such leave shall be made by the employee, addressed to the Superintendent/Designee, who shall, upon receipt of same, make such investigations as he/she may deem necessary to determine to the best of his/her ability, if granting such leave would serve not only the interest of the employee, but also the interest of the School District.
- c. In computing service to determine the employee's position on the wage schedule upon return from a leave, the time spent on leave shall not be counted.
- d. Leave of absence as described shall be without compensation from this School District.
- e. The returning employee from sick or extended leave shall be restored to his/her original classification when such position is available, unless physically unable to perform the duties required by that position. The Board of Education will make every reasonable effort to place the employee in a position the employee is capable of performing, if such opening is available.
- f. If the employee has not recovered sufficiently during the sick leave granted, but medical testimony is to the effect that further sick leave would aid recovery, the Superintendent/Designee may request additional leave from the Board of Education.
- g. All leaves shall terminate on the date expressly agreed to by the Board of Education.

## **ARTICLE XV BUSINESS AND SICK LEAVE**

### **15.01**

All regular employees are entitled to twelve (12) days leave per year from service in their respective positions, for the following specific reasons with accumulation up to one hundred eighty (180) days.

- a. Personal and/or family illness, accident, funeral, bereavement, or personal business.

## **ARTICLE XV (continued)**

- b. Personal business days shall be used to conduct business that cannot be scheduled outside work hours. Personal business days shall not be utilized to extend holiday leaves or vacations.
- c. When a pattern of excessive absences persists, the District may reasonably require the employee to provide written justification.

**15.02** Leave policy shall be earned at 1.2 days per paid work month.

### **15.03 Contagious Diseases**

Employees will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment, from the following list:

- a. Mumps
- b. Measles
- c. Chicken Pox
- d. Scarlet Fever
- e. Impetigo
- f. Rubella
- g. Scabies
- h. Head Lice
- i. Pink Eye
- j. Job-related injuries, eight (8) day limit

## **ARTICLE XVI MEDICAL EXAMINATION**

**16.01** Upon request of the Board of Education, for cause, the employee shall undergo a medical examination at the expense of the Board.

The Board may designate a licensed physician, psychologist, and/or psychiatrist for these examinations, at the expense of the Board.

**16.02** A negative x-ray, patch test, as required by law is required of all employees at the expense of the Board.

## **ARTICLE XVII INSERVICE TRAINING**

**17.01** Employee attendance at training sessions may be required at the Board's option at least once a year, for which expense shall be reimbursed by the Board of Education, including travel, lodging, and consultants.

**17.02** Employees shall be released from regular duties without loss of pay to attend a workshop, in-service meeting, or a shared time in-service meeting, subject to the prior approval of the Superintendent.

**17.03** All in-service to provide training for employees to learn the function of new equipment shall be paid for by the Board of Education. If such training is not during the regular workday, employees shall be compensated at the regular hourly rate of pay. It is expressly understood that time and a half, will not be charged for this training. The Board of Education reserves the exclusive right to determine when the training will be received.

## **ARTICLE XVII (continued)**

This hourly pay increase for Level 2 or Level 3 certification will be effective beginning on the second payroll after the employee presents evidence of the certification to the Superintendent/Designee. The Personnel Office will process the appropriate paperwork.

## **ARTICLE XVIII SPECIAL CONFERENCES**

- 18.01** Special conferences for important matters shall be arranged, by mutual agreement, between the chapter chairperson and the Board of Education or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the local union unless additional representation is mutually agreed upon by both parties.
- 18.02** Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda. Conferences shall be held during normal working hours, if possible.
- 18.03** This meeting may be attended by a representative of the council and/or a representative of the International union.
- 18.04** All proposed supplemental agreements shall be subject to good faith negotiations between the Board of Education or its representative and the union. Any supplemental agreements resulting from a special conference shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

## **ARTICLE XIX PAYROLL**

- 19.01** **Wage Schedule**  
The salary schedule is based upon an hourly rate. For extra work the cafeteria employee shall be entitled to appropriate additional compensation, at the current established hourly rate on individual level.
- All overtime work performed in excess of eight (8) hours in a day or forty (40) hours per week shall be paid at one and one-half (1½) times the individual hourly rate except Sundays or legal holidays, which shall be double time. All overtime must have prior approval of the immediate supervisor and the Superintendent/Designee.
- 19.02** Annual raises, based on wage schedule will become effective on August 1.
- 19.03** The wage rates of cafeteria employees covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.

## **ARTICLE XIX (continued)**

### **19.04**      **Payroll Regulations**

The wages of an employee shall start at the time she/he reports for scheduled duty. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the Board of Education. If employees do not work on Friday, paychecks are to be delivered on Thursday.

**19.05**      All payroll deductions or changes in deductions shall be supported by signed employee authorization forms submitted in writing.

**19.06**      No deductions from any employee's pay shall be made without his/her advance notice, except for withholding tax deduction and social security as required by law.

**19.07**      Employees may use payroll deductions for the following:

1.      Hospitalization Insurance
2.      School Employees Credit Union
3.      Annuities approved by Board of Education
4.      Michigan Public School Employees Retirement System (MPSERS)
5.      Union Dues
6.      AFSCME Political Contributions (P.E.O.P.L.E.)
7.      United Way
8.      Garnishments

**19.08**      Time sheets must be submitted by those responsible the Friday preceding payday, unless cleared with the accounting office for Monday submission. They must be signed by the Superintendent/Designee or principal where it applies.

**19.09**      Afternoon and evening employees will be paid at the same rate of pay as day employees. No pay differential will be made between these shifts.

**19.10**      Each employee will have 100% of wages paid through direct deposit to a financial institution.

## **ARTICLE XX FRINGE BENEFITS**

### **20.01**      **Eligibility**

All employees hired after July 31, 2002 must work in a five (5) hour per day position or more to qualify for insurance benefits. For all employees hired after July 31, 2002, insurance benefits will start at the end of the probationary period.

### **20.02**      **Hospitalization**

The Board will fund health insurance costs for eligible bargaining unit members, as described in Appendix A of this Agreement - Community Blue PPO Option 1 with a \$0 generic/\$20 (Formulary Medically Necessary) /\$30 (Brand Name Member Choice).

### **20.03**      **Dental Insurance**

The Board shall provide dental insurance for all eligible employees as described in Appendix A. The Board reserves the right to select the carrier and/or self-fund the insurance.

## **ARTICLE XX (continued)**

### **20.04 Optical Insurance**

The Board shall provide optical insurance for all eligible employees as described in Appendix A. The Board reserves the right to select the carrier and/or to self-fund this insurance.

### **20.05 Disability Insurance**

Beginning on the 91<sup>st</sup> calendar day of the disability, employees eligible for insurance benefits may receive sixty-six and two-thirds (66-2/3rds) of their monthly base earnings (excluding overtime and special events). The amount of benefits is limited to three thousand dollars (\$3,000) per month and may be offset by income from other sources. These benefits may continue until the eligible employee reaches age sixty-five (65), in accordance with the terms of the insurance contract.

The Board reserves the right to select the carrier and/or to self-fund this insurance.

### **20.06 Term Life Insurance**

The Board shall provide fifteen thousand dollars (\$15,000) life insurance for eligible employees.

## **ARTICLE XXI HOLIDAYS**

**21.01** Cafeteria employees will receive payment for the following holidays:

- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year Day
- Good Friday
- Memorial Day
- Friday and Monday of mid-winter break
- Martin Luther King, Jr. Day

**21.02** To qualify for holiday pay, employees must work the day before and the day after a holiday if school is in full session. If schools are closed during the week in which the holiday falls, vacation pay shall be granted.

## **ARTICLE XXII RETIREMENT**

**22.01** The Board agrees to pay on behalf of each employee the state retirement contribution.

**22.02** Employees who retire after ten (10) years in the bargaining unit will receive thirty dollars (\$30.00) for each unused leave day up to the maximum allowable one hundred eighty (180) cumulative days.

## ARTICLE XXIII WORKERS' COMPENSATION

- 23.01** A. An employee who is injured in the line of duty shall receive such compensation and expenses as prescribed by the worker's compensation law of the State.

The injury and accident shall be reported immediately to the Business Office.

The first eight (8) days' absence will not be deducted from the employee's sick leave bank when absence is due to on-the-job injury covered by workers' compensation.

- B. Whenever an employee is receiving loss of time workers' compensation, the employee shall receive only the difference between his/her regularly established wages and the amount received for loss of time workers' compensation.

Such absence shall be prorated against his/her accumulated sick leave in the same ratio as the amount of salary received from the School District for such days bears to the regular daily wages of the employee.

- C. When an employee is on workers' compensation leave, he/she shall receive all fringe benefits set forth in this contract for the first year on workers' compensation. After the second year of disability, the employee will lose all rights to employment.

Employees on workers' compensation leave shall accrue seniority while on leave.

- D. Forms are available in the Business Office.

## ARTICLE XXIV COMPENSATION - PROFIT SHARING

- 24.01** The following rates shall be paid for each position for the respective fiscal years.

	<b>Probation (90 Working Days)</b>	<b>Remainder of First Year</b>	<b>2011- 2012 1% (0.5% in January 2012)</b>	<b>2012- 2013 0.5% (1% Profit Sharing)</b>	<b>2013- 2014 Freeze (3% Profit Sharing)</b>	<b>2014- 2015 Freeze (3% Profit Sharing)</b>
Head Cook	\$13.48	\$13.98	\$14.98	\$15.05	\$15.05	\$15.05
Assistant Cook	\$12.28	\$12.78	\$13.78	\$13.85	\$13.85	\$13.85
Kitchen Coordinator	\$10.56	\$11.56	\$12.56	\$12.63	\$12.63	\$12.63
Cashier/ Helper	\$9.91	\$11.41	\$12.41	\$12.47	\$12.47	\$12.47
Breakfast Server	Individuals Appropriate Rate of Pay					

If the cook substitutes for the cafeteria manager, he/she will be paid an additional one-dollar (\$1.00) per hour for the time spent replacing the cafeteria manager. Bargaining unit members who substitute in a higher paying job will receive the hourly rate of the higher paying job.

**ARTICLE XXIV (continued)**

If the cafeteria manager [food service supervisor or equivalent] position is reinstated anytime during the life of this contract, the above amount shall revert from one dollar (\$1.00) per hour to seventy-five cents (\$.75) per hour.

Profit sharing amounts shall not be cumulative. Employees entitled to profit sharing will receive their entitled payment percentage in the last pay of June.

**24.02** As a condition of employment, each new employee hired into the bargaining unit, must acquire Level 1 Food Service Certification through the Michigan School Food Service Association (MSFSA) or the American School Food Service Association (ASFSA) within six (6) months of date of hire. Employees are to maintain at least Level 1 Certification.

The Superintendent/Designee must approve participation in this additional training.

The District will pay for the certification fees, cost of completed courses, and the hourly wages while attending for new and current employees, if pre-approved by the Superintendent/Designee.

**24.03** The Board of Education will reimburse the employee for the cost of state and national food service certification fees upon presentation of paid receipt.

**24.04** **Uniform Allowance**

The School District shall contribute two hundred twenty-five dollars (\$225.00) per year for the purchase of work uniforms and shoes. The District shall contribute an additional one-hundred dollars (\$100.00) at the beginning of the second semester. The uniforms may be “spirit” shirts of the school or District. The union and administration will participate in vendor selection of up to three (3) vendors. The District will pay up to two hundred twenty-five dollars (\$225.00) toward the purchase of the work uniforms and shoes to the selected vendor(s). Costs of the work uniforms and/or shoes beyond two hundred twenty-five dollars (\$225.00) will be borne by the employee. The allowance will be pro-rated based upon the employees’ date of hire.

**24.05** **Longevity**

Eligibility based on anniversary date:

After 8 years	\$150.00	After 14 Years	\$350.00
After 9 years	\$150.00	After 15 Years	\$400.00
After 10 years	\$350.00	After 16 Years	\$400.00
After 11 years	\$350.00	After 17 Years	\$400.00
After 12 years	\$350.00	After 18 Years	\$400.00
After 13 years	\$350.00	After 19 Years	\$400.00
		After 20 Years	\$450.00

Payment is not cumulative each year and will be paid in the first pay of July.

## DURATION

This Agreement shall be effective as of August 1, 2011, and shall continue in effect through July 31, 2015. Negotiations between the parties shall begin ninety (90) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

### LAKEVIEW PUBLIC SCHOOLS BOARD OF EDUCATION

### MICHIGAN AFSCME COUNCIL 25, LOCAL 1317.13, FOOD SERVICE, AFL-CIO

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Daniel Dombrowski,  
President

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Brenda Adams White  
MI AFSCME Staff Representative

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Timothy Houlihan  
Vice President

---

Colleen Cruz  
Negotiator

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Michael C. Wenner  
Secretary

---

Alice Sulek  
Negotiator

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Date of Ratification

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Date of Ratification



<b>Appendix A</b> <b>Food Service-AFSCME</b> <b>Insurance Benefits</b>
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**Hospitalization**

Blue Cross Blue Shield Community Blue 1 PPO health insurance, for eligible bargaining unit members.

The prescription co-pay will be \$0/\$20 (Formulary Medically Necessary) /\$30 (Member Choice) name brand. The prescription coverage may be provided by ScriptGuide or from any other prescription manager.

On January 1, 2011, a \$100/\$200 deductible will be added to the above stated plan. On January 1, 2013, the deductible will increase from \$100/\$200 to \$200/\$400; and on January 1, 2014, the deductible will increase from \$200/\$400 to \$300/\$600 for the above stated plan.

**Dental Insurance**

Dental coverage shall have the following benefits: Class I (diagnostic/preventive) 100%, Class II (restorative) 90%, Class III (major restorative) 90%, Class IV (orthodontic) 80%. There will be a maximum annual benefit of \$1250 on Classes I, II, III, and a lifetime maximum of \$1500 on Class IV. The 100/90/90/80 dental plan is an indemnity, self-funded plan administered by a third party administrator. It does not utilize a network and claims will be paid directly to the provider.

The Board reserves the right to select the carrier and/or to self-fund this insurance.

**Optical Insurance**

Vision coverage shall be a 12/12/12 vision program administered by a third party administrator.

The plan will pay up to thirty-five dollars (\$35) for an optometrist and forty-five (\$45) for an ophthalmologist, once every twelve months. It will cover up to fifty-five dollars (\$55) for standard eyeglass frames once every twelve months. It will also cover eyeglass and contact lenses once every twelve months up to the following amounts:

Eyeglass Lenses:

	Clear	Tints	Polarized
Single Vision	\$ 38	\$ 42	\$ 56
Bifocal	\$ 60	\$ 70	\$ 90
Trifocal	\$ 72	\$ 84	\$110
Lenticular	\$108	\$118	\$138

Contact lenses: \$115 (\$200 if contact lenses are medically necessary).

This 12/12/12 vision plan is an indemnity, self-funded plan. It does not utilize a network and claims will be paid directly to the provider.

The Board reserves the right to select the carrier and/ or to self-fund this insurance.

**Disability Insurance**

Beginning on the 91 <sup>st</sup> calendar day of the disability, employees eligible for insurance benefits may receive 66 and 2/3% of their annual base earnings.
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The amount of LTD benefits is limited and may be offset by income from other sources. These benefits may continue until the eligible employee reaches age 65, in accordance with the terms of the insurance contract.

The Board reserves the right to select the carrier and/or to self-fund this insurance.

**Term Life Amount** **\$15,000**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE LAKEVIEW BOARD OF EDUCATION  
LAKEVIEW PUBLIC SCHOOLS**

**AND**

**THE LAKEVIEW FOOD SERVICES UNION**

In-lieu of health insurance, a full time food service member who opts out of Plan A and is covered by an alternative medical/prescription program will be paid three thousand dollars (\$3,000) annually on a bi-weekly basis beginning at the conclusion of the open enrollment period. In addition, eligible employees who forego health insurance will be provided without cost to the employee dental, optical, LTD, and life insurance.

It is intended that this provision will be a subject of the next collective bargaining process and will be incorporated in future agreements.

LAKEVIEW BOARD OF EDUCATION  
1317.13

AFSCME COUNCIL #25, LOCAL

Lakeview Food Services Union

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
President

\_\_\_\_\_  
AFSCME Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date