

Food Service Association MEA/NEA

**2018¹-2021²
Master Agreement**

**Bedford Public Schools
Temperance, Michigan**

¹ The 2012-2017 CBA was extended from July 1, 2017 through November 8, 2018.

² This successor CBA became effective November 9, 2018. There was no retroactivity.

**Bedford Food Service Association
2018-2021 Master Agreement
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AGREEMENT

This Agreement entered into this **9th day of November 2018**, by and between the Bedford School District, Monroe County, Michigan, hereinafter referred to as the "employer" and Bedford Schools Food Service Association, Michigan Education Association/National Education Association, hereinafter called the "Association".

This agreement shall not prevent an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Furthermore, the act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act. Any provisions required therein are prohibited subjects of bargaining under the act. *(This new provision is mandated to be included in all new collective bargaining agreements. It is irrelevant as to whether the Union or the District agreed or disagreed to its inclusion. See MCL 423.215, et al)*

ARTICLE ONE (1) - PURPOSE AND INTENT

It is the general purpose of this Agreement to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees, the Association, and the community. To these ends, the employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels among all employees. All parties to this Agreement recognize and subscribe to the principle that the interest of the students and the citizens of the School District are significant, and neither the employer nor the employees can maintain community respect in the absence of excellent and dependable service. NOTE: The headings used in this Agreement and the exhibits neither add to, nor subtract from, the meaning, but are for reference only.

ARTICLE TWO (2) - BOARD'S RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan and/or include, by way of illustration and not by way of limitation, the rights to:
1. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school District of Bedford;
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
 3. Direct the working force, including the right to establish and/or determine positions, to hire, evaluate, promote, suspend, and discharge employees, transfer

- employees, assign work or duties to employees, determine the size of the work force, and to lay off employees;
4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
 5. Determine the qualifications of employees;
 6. Adopt rules and regulations;
 7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
 9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
 10. Determine policies affecting the selection or training of employees.
- B. It is further recognized that the Board, in meeting such responsibility and exercising its powers and rights, acts through its administrative staff.
- C. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- D. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.

ARTICLE THREE (3) - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, the employer does hereby recognize the Association as the exclusive and sole bargaining representative of all food service unit managers, morning cooks, drivers, and food service workers in respect to pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

A temporary employee is an employee who has been assigned by the employer to work in the same position within the bargaining unit for no more than sixty (60) workdays uninterrupted by absence from that job assignment. However, in the event this employee is absent on scheduled workdays, said employee shall work the additional number of days that the employee was absent within ninety (90) workdays from the employee's initial date of assignment to that position. Such employees shall not have completed their temporary period until those additional days have been worked within the required ninety (90) workday period. Upon completion of the sixty (60) workday temporary period as specified herein, the employee's seniority date shall be established, retroactive to the first day worked.

ARTICLE FOUR (4) - ASSOCIATION MEMBERSHIP

The Association shall impose no discriminatory qualifications for membership by reason of race, color, religion, sex, national origin, age, height, weight, marital status, handicap, or disability.

ARTICLE FIVE (5) - ASSOCIATION REPRESENTATION AND RIGHTS

- A. The Association and its members may be represented in all matters related to this Agreement by its designated Association representatives and/or staff.
- B. The Association shall be granted, each school year, five (5) Association days, to be used for Michigan Education Association/National Education Association meetings or conferences or other Association business. Request for Association days must be made to the Executive Director of Human Resources and Labor Relations (also referred to as Executive Director or Office of HR/LR) at least three (3) working days in advance and is subject to his/her approval. Up to three (3) members, designated by the President, shall be released with no loss of pay, to attend any single event. Released time for bargaining team members for collective bargaining purposes may be granted upon mutual agreement.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the District.
- D. Subject to appropriate authorization, reasonable use of the inter-school mail, school typewriters and school duplicating machines shall be made available to the Association and its members for notices and news of Association business. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. Bulletin Boards - The employer shall provide space on bulletin boards in each building. The Association agrees, on behalf of its membership, that it will not destroy, mutilate, or deface material placed on the bulletin board by the employer. No political material may be placed upon the bulletin board.
- F. The employer agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, current hourly rate, anniversary dates of all bargaining unit members, annual compensation, census and membership data, available agendas, minutes, and reports of or to all employer Board meetings; and pertinent enrollment information.

ARTICLE SIX (6) - SPECIAL CONFERENCES

Special conferences for important matters may be arranged between the local President and the Executive Director of HR/LR or their designated representative upon request of either party. Such meeting shall be between the employer and at least two (2) representatives of the Association. Arrangement for such special conference shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conferences may be confined to those included in the agenda. Conferences may be held monthly on a mutually agreeable date and time. The members of the Association shall not lose time or pay for time spent in such conferences which are scheduled during working time by the employer. This meeting may be attended by a representative of the Michigan Education Association/National Education Association.

The employer and the Association shall restrict their committees to no more than three (3) members each.

ARTICLE SEVEN (7) - GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is an alleged violation of the specific and express terms of this Agreement.
2. For the purpose of processing grievances, working days shall be defined as Monday through Friday, or any day, in which the employee is scheduled to work, excluding all paid holidays.
3. The term "grievance" as defined above shall not apply to:
 - a. The termination of services of, or failure to re-employ, any probationary employee;
 - b. Any matter for which there is recourse under state or federal statutes.
4. The time elements in the steps may be shortened, extended, or waived upon written mutual agreement between the parties.
5. Any employee or Association grievance which is not presented for disposition through the grievance procedure within twenty (20) working days of the occurrence of the conditions giving rise to the grievance, or within twenty (20) working days of the date that the employee or the Association, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances have made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.
6. Any grievance, which is not appealed within the specified time limits set forth in that step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. If no decision is rendered within five (5) days of the discussion, or the

decision is unsatisfactory to the grievant and the Association, the Association may appeal it to the next level in the grievance procedure.

B. Written grievances, as required herein, shall contain the following:

1. It shall be signed by the grievant or grievants except an Association grievance shall be signed by the Association representative.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the Article, Section, or Subsections of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

C. Level One (1)

An employee alleging a violation of the express provisions of this Agreement shall, within twenty (20) working days of its alleged occurrence, orally discuss the grievance with the Director of Food Service in an attempt to resolve same. If no resolution is obtained within three (3) working days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) working days of said discussion to Level Two of the grievance procedure.

D. Level Two (2)

A copy of the written grievance shall be filed with the Executive Director of HR/LR or his/her designee, as specified in Level One. Within ten (10) working days of receipt of the grievance, the Director of HR/LR or his/her designee shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the meeting, the Executive Director of HR/LR shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association representative. If no decision is rendered within such time period, the grievance shall be considered as denied.

E. Level Three (3)

If the grievance is not settled at Level Two, either party may request the services of a mediator from the Michigan Employment Relations Commission within the ten (10) working days of the date an answer was due in Level Two. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

F. Level Four (4)

If the grievance is still unsettled, the Association may, within thirty (30) working days after Level Two is completed, and by written notice to the other party, request arbitration.

1. A request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Association, and employer. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the expenses of witnesses that they may call.

2. It shall be the function of the arbitrator, and he/she shall only be empowered to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. His/her powers shall be limited by the following:
 - a. The arbitrator shall have no power to establish salary scales.
 - b. The arbitrator shall have no power to change any practice, policy, or rules of the employer, or to substitute his/her judgment for that of the employer, unless such rights or practices were relinquished by the employer in this Agreement.
 - c. The arbitrator shall be limited to deciding whether the employer has violated the express terms of this Agreement; and the arbitrator shall not employ obligations and conditions binding upon the employer from this Agreement, unless specified within this Agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the employer.
 - d. In rendering decisions, the arbitrator shall give due consideration to the responsibility of management and the Association, and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - e. In the event that a case is appealed to the arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - f. The arbitrator shall have no power to interpret state or federal law.
 - g. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.

G. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

H. It shall be the general practice of all parties to process grievances during times, which do not interfere with or cause interruption of the employee's working day. Release time 6

shall be granted only upon mutual consent of the aggrieved person, the Association, and the employer.

- I. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.
- J. Any withholding of services or work stoppage encouraged, authorized, or supported by the Association, while grievance procedures are in process, shall constitute the basis of immediate discontinuation of any pending grievance(s).
- K. Grievances must arise and be filed in a timely manner during the term of this Agreement in order for the grievance to be subject to the arbitration process.

ARTICLE EIGHT (8) - MAINTENANCE OF STANDARDS

The employer agrees that all clearly established, continuous, and mutually recognized conditions of employment in the individual operation relating to wages, hours, overtime, differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the employer or the Association in applying the terms and conditions of this Agreement if such error is corrected within three (3) months from the date of error.

The party alleging a violation of a past practice as defined herein shall bear the burden of proof that the practice has been violated.

The parties agree that Article eight (8) is intended to include only those proper practices and minor benefits not covered by the specific language in the contract. Also, Article eight (8) is not intended to conflict with the District's ability and responsibility to manage its affairs.

ARTICLE NINE (9) - DISCIPLINE/DISCHARGE

A. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within five (5) working days. The employee, at his/her option, may notify the Union. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:

1. Unauthorized or excessive absence from work;
2. Commitment or conviction of any criminal act;
3. Conduct unbecoming any employee in the public service;
4. Disorderly or immoral conduct;
5. Incompetency or inefficiency;
6. Insubordination;

7. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
 8. Neglect of duty;
 9. Negligence or willful damage to public school property, waste, or misappropriation of district's supplies or equipment;
 10. Violation of any lawful regulation or order made by a supervisor;
 11. Refusal or failure to use required safety equipment;
 12. Willful violation of any provisions of this contract;
 13. Deliberate falsification of records and reports; or
 14. Violation of the District's smoking policy.
- B. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the employer. When a request for such representation is made, there will be no further discussion with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be apprised by the employer of the employee's right to representation.

All dismissals shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without prior approval of the Executive Director of HR/LR.

- C. An employee may be dismissed, suspended, or disciplined pending investigation and discussion, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, except where an arbitrator determines that a lesser award is appropriate, including litigation of damages.
- D. Both parties recognize that communication is critical to employee/employer relationships within an efficient workplace. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:
1. Written verbal warning by Director of Food Service.
 2. Written warning by Director of Food Service.
 3. Suspension with pay pending a "just cause" hearing (in cases where such a hearing is necessary).
 4. Suspension without pay.
 5. Dismissal for just cause only.

The parties recognize that some infractions may be so serious as to warrant skipping one or more steps in the process.

- E. If the dismissal or suspension is sustained under the procedures outlined in the grievance procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.

- F. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.
- G. In any case of dismissal, suspension, or disciplinary action, the employee, if he/she so desires, may request an investigation. This request must be written and presented within five (5) working days from the date of dismissal, suspension, or disciplinary action. Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided in the grievance procedure.
- H. Letters of reprimand shall not be placed in the individual employee's files before a hearing attended by the employee and Director of Food Service. A Union representative may be present if requested by the employee.

ARTICLE TEN (10) - SENIORITY, LAY-OFF, AND RECALL

- A. Seniority is defined as the length of the service of the employee within the bargaining unit. All employer responsibility to the employee on the basis of seniority is as hereinafter set forth. Seniority within the bargaining unit shall commence on the date of the employee's satisfactory completion of her/his probationary period as defined in sections B and C of this Article.
- B. Employees shall be regarded as probationary employees until they have satisfactorily completed a sixty (60) work day probationary period of employment within the bargaining unit. If at any time prior to the completion of the sixty (60) workday probationary period of employment the employee's work performance is unsatisfactory to the employer, the employee may be discharged by the employer during this period without appeal by the Association. There shall be no further responsibility for the re-employment of such probationary employees if they are laid-off during this period.
- C. In order to acquire or accumulate seniority, the employee must work sixty (60) workdays of employment uninterrupted by lay-off or leave of absence. In the event a probationary employee is temporarily laid-off and reinstated, or in the event such employee is absent on scheduled work days, said employee shall work additional days equal to the number of days the employee was absent. Such employee shall not have completed their probationary period until these additional days have been worked. Upon satisfactory completion of the probationary period, the employee's seniority shall be established.
- D. In the event that two (2) or more employees satisfactorily complete their probationary period within the bargaining unit on the same date, their seniority shall be determined by adding the last four digits of the affected employees' social security number. The highest combination of the last four digits shall result in that employee having the higher seniority.

- E. Seniority lists shall be established and maintained by the employer and made available to the Association designee no later than the fourth (4th) Friday of each school year. Any objections must be submitted in writing within seven (7) workdays from the Association designee's receipt of such list. Thereafter, the seniority list shall be considered final and accurate and the District shall incur no liability for relying upon the accuracy of the seniority list.
- F. An employee shall be terminated and lose her/his seniority within all classifications if:
1. The employee quits;
 2. The employee is discharged and not reinstated;
 3. The employee is absent for three (3) consecutive working days without prior notice to the district through the established absence notification system.
 4. The employee is absent for three (3) consecutive working days without prior notice to the Executive Director of HR/LR or the Director of Food Service;
 5. The employee fails to report for work upon notice of recall from layoff, by certified mail to the last known address, unless she/he notifies the Director of Food Service within three (3) working days, exclusive of days when no mail deliveries are made;
 6. The employee fails to report for work on the first regularly scheduled workday following a leave of absence, or fails to secure an approved extension of a leave of absence;
 7. The employee falsifies personnel records, medical history, fails to report a criminal record, or falsifies the reason for a leave of absence;
 8. The employee is employed elsewhere during a leave of absence without the knowledge of the employer;
 9. The employee is laid off for a period of two (2) years;
 10. If an employee has been granted a leave of absence for a period of one (1) school year or less, the employee shall have the right to return to the same position she/he vacated without loss of seniority;
 11. If the employee has been granted a leave of absence for the subsequent school year, then she/he shall have the right to return to a similar position within the bargaining unit;
 12. After two (2) school years of prolonged absence, the employee shall then lose all seniority and employment rights with the District; and
 13. The employer may, however, in its sole discretion, decide to extend the employee's absence beyond two (2) school years. Such an extension, if granted, will be considered to be an exception to this subsection and will not constitute a practice for extensions for prolonged absences in other leave situations.
- G. Lay-Offs
1. The word "lay-off" means a reduction in the work force due to a decrease of work or lack of operating funds.
 2. In the event it becomes necessary to temporarily reduce the working force, employees shall be laid-off and recalled according to seniority, provided the senior employee has

the ability and the qualifications to perform the job. On lay-offs, probationary employees shall be laid-off first. It shall be further understood that in the event of a lay-off, the Association and management will meet and discuss all aspects of the lay-off to make sure the contract is adhered to and an orderly lay-off process is followed. The seniority list will be updated at this point for lay-off purposes.

3. Employees to be laid off shall have at least two (2) weeks' notice of the lay-off. The local Association President shall receive a list, from the employer, of the employees being laid off on the date the notices are issued to the employees.
4. Anything above notwithstanding, and regardless of their positions on the seniority list, the Association President and Secretary shall, in that order, in the event of a lay-off, be continued at work on the first open job in the unit which they can perform.
5. Employees who are displaced because of job elimination or lay-off shall have the right to replace other workers with less seniority. Employees who are displaced by a reduction in force or their bid time is reduced or job title eliminated, he or she shall therefore be entitled to exercise his/her seniority by reducing a lesser seniority employee.

H. Recall Procedure

1. When the working force is increased after a lay-off, the employees shall be recalled according to seniority, provided the senior employee has the ability and qualifications to perform the job.
2. Notice of recall shall be sent to the employee at her/his last known address in writing.
3. Within three (3) working days, exclusive of days when no mail deliveries are made, after receipt of the recall notice, the employee shall notify the employer of her/his intention to return to work and within ten (10) working days after receipt of the recall notice, she/he shall return to work.
4. In proper cases, exceptions shall be made.
5. Failure to conform to this provision shall mean that the employee shall be considered to have severed her/his employment.

ARTICLE ELEVEN (11) - TRANSFERS AND TEMPORARY ASSIGNMENT

- A. In the event an employee is transferred from one position to another in the same classification, the hourly pay rate will remain the same. If an employee is transferred to a lower classification at the employee's request, the employee will receive the hourly rate called for in the new lower classification to which the employee is assigned.
- B. A regular employee temporarily assigned to a position of higher classification shall receive the pay for the position to which the employee is temporarily assigned.
- C. A regular employee removed from her/his regular work temporarily to perform other duties paying a lower rate shall receive the rate of her/his regular job.
- D. When a food service employee is temporarily assigned to a position other than the one on which they originally bid because of the absence of another employee, after an employee

has worked these different hours for a period of fifteen (15) days, they will receive pay for holiday(s), personal business day(s), and sick day(s) based on the hours of the job to which they have been temporarily assigned.

- E. Temporary vacancies (day to day absences) occurring due to absent employees if deemed necessary to be filled will be filled by seniority order and the employee will be paid at their current hourly rate of pay or the hourly rate of pay of the position they are temporarily assigned to, which ever is greater. If travel is required, the employee may submit a mileage reimbursement request and will be paid for travel time if applicable. The most senior person within the building; will always be asked first to fill the job vacancy for the entire absence period. If turned down, the job will then be offered, by seniority order, to the remaining employees within the building, and then it will be offered by district seniority and if necessary, the lowest in district seniority may be forced to fill the vacancy.

All vacancies of five (5) days or more shall be offered by District seniority.

The employee who fills the vacancy will then have her/his hours offered to the next most senior employee within the building, with the opportunity for the hours. This will be done until all jobs are filled. The remainder of available hours will be offered to subs.

Individuals accepting such assignments, per this section, will be expected to work in that position for the full work day, and will not be required to perform duties of their own regular assignment while performing the duties of the temporary position they filled.

However, during the serving of lunches, the unit manager has the authority to assign employees to positions where they are needed.

Cashier duties are not exclusive to any Food Service job classification, description, or bid position, but are duties which may be performed by any Bedford Food Service member that has received cashier training, possess the appropriate seniority, and has necessary skills to adequately perform cashier duties.

The Director of Food Service shall have the discretion to decide on the number of employees to be trained as cashiers in each building. However, the members with the highest seniority shall be given first right of refusal to receive such cashier training. In order to be eligible to be assigned cashier duties the employee must successfully complete cashier training. The Director of Food Service, after a reasonable period of time, shall determine whether a given employee is performing the cashier duties in a satisfactory manner or to relieve that person in favor of the next most senior Food Service worker who possesses the necessary skills and training. Article 12B regarding the "thirty-day break-in period" does not apply to the assignment of cashier duties or removal from performing those duties because it is a duty not a job classification.

When there is an absence of the current Food Service worker assigned to the cashier duties, the next highest senior and trained Food Service worker will be assigned those

cashier duties. In addition, and provided there are other lower senior and trained Food Service workers they will rotate on a weekly basis according to seniority until *that* absent Food Service worker returns to *that* building.

- F. Pilot projects shall run for a maximum of one semester of a school year. Further, pilot programs shall have adequate staffing, pursuant to the increased workload needed to implement the pilot project. If the project becomes permanent, any additional employees shall be Food Service Association member(s) who shall be assigned to work the hours scheduled during the pilot project.
- G. Management, the President of the Association or designee, Elementary/Secondary Unit Managers, and the affected building staff shall meet prior to the implementation of any pilot project. The above individuals will discuss staffing, project timelines, evaluation of project, etc. The same group shall meet periodically to evaluate the pilot program. Final decisions regarding this pilot project will rest solely with the Director of Food Services.
- H. Unless otherwise agreed to by the parties Bedford Public Schools will timely post and fill legitimate vacancies rather than staff with a substitute.

ARTICLE TWELVE (12) - PROMOTIONS AND JOB OPENINGS

- A. During the year when a vacancy occurs, the employer shall post, for the bidding of said vacancy, the fifth (5th) working day after written notice is received by the employee that a vacancy exists. The job will be posted for five (5) working days when school is in session, and ten (10) weekdays (Monday through Friday) if posting goes up during a vacation period and/or summer break. The employee awarded the position and the union will be notified by the 5th working day after the completion of the bidding process during the school year.
- B. Copies of postings, which go up during a vacation period and/or summer break, shall be mailed to each employee and the union either through mail or school email. When vacancies, new positions open, or employees bid time increases one-half (1/2) hour or more it shall be posted for bid. Within an additional five (5) working days, the employee applying with the most seniority will be awarded the posted job, provided the most senior employee is qualified to fill the position, and shall assume the pay rate and job description of said job. The Association President shall be authorized to place the name of an employee on the bid sheet who is absent from work during bid time.
- C. The successful bidder will have a thirty (30) working day break-in trial period. After three weeks at the new position, the employee will meet with management to evaluate the position change. On or before the thirtieth (30th) working day, the employee may return to her/his prior position if the position has not changed or if the employer feels that the employee is not progressing satisfactorily. The employee will revert back to the job she/he vacated without recourse to the grievance procedure. If the employee's prior job has changed, she/he will not have the choice to revert back.

Then, name next in seniority on the bid list. The most senior employee (followed by descending order district-wide) provided that employee is qualified to fill the position, will be granted the job trial period. After an employee is selected to fill a vacancy, while the employee is serving the thirty (30) working day probationary trial period, all other bargaining unit employees within the building will have the opportunity to obtain equal or additional hours while the employee serves the probationary period filling the trial employee's prior position after current employee's finish moving positions, the remaining open position within the building will be filled by a substitute.

If the employee satisfactorily completes the probationary trial period, the remaining vacancy will be posted and the same procedure will apply. If the employee reverts back or is returned to her/his previous position, so shall all the other bargaining unit employees within the building, whereupon the above procedure will again commence.

Individuals bidding on and accepting such assignments, per this section, will be expected to work in that position for the thirty (30) day break-in trial period, and will not be required to perform duties of their own regular prior assignment while performing the duties of the position they filled.

- D. Application for job bids will be filed with the Executive Director of HR/LR within the five (5) day posting date. Seniority will be the governing factor on all jobs provided the employee has the ability and qualifications to perform the job.
- E. Notice of positions shall be given to the Association President, or her/his alternate, who shall post, at a conspicuous place (bulletin board of each building), so that all eligible employees will receive notice of the vacancy or new position open for bid.
- F. An employee may exercise her/his right to refuse promotion or transfer of a promotional nature without loss of seniority or bias. The employer shall not require employees to accept involuntary transfers without just cause.
- G. The successful applicant shall begin work no later than ten (10) workdays after the job is awarded.
- H. When an opening remains after all bidding has been completed, the employer shall hire a new employee for that open position within ten (10) working days, or in exceptional cases, notify the union of reason for delay.

ARTICLE THIRTEEN (13) - LINE OF RESPONSIBILITY

- A. Food service employees in a building will be directly responsible to the Unit Manager of that building.
- B. The Unit Manager in each building will be directly responsible to the Director of Food Service.

- C. The Food Service Driver will report to the Director of Food Service or designee.
- D. A committee composed of three (3) Association members appointed by the Executive Board, the Director of Food Service, and the Executive Director of HR/LR shall develop a schedule of duties for each job classification in the bargaining unit, to become effective immediately upon adoption by the District and Association.

ARTICLE FOURTEEN (14) - PERSONNEL RECORDS

- A. **PERSONNEL RECORD NOTIFICATION** - An employee will be notified of any material which is being placed into her/his personnel file which is related to job performance or disciplinary action.
- B. **PERSONNEL FILE REVIEW** - Employees shall have the right to review their files and shall, upon request, receive a copy of any and all materials. Photocopy cost shall be charged to the employee.
- C. Subject to reasonable advance notice, the employer may allow the proper accredited Association representative, upon the affected employee's written authorization, the right to examine time sheets and any other official personnel records pertaining to the computation of compensation for any employee whose pay is in dispute or any other official personnel records of the School Board pertaining to a specific grievance.
- D. Such review of personnel records shall be conducted in the presence of the Executive Director of Human Resources & Labor Relations or his/her designee.
- E. Discipline will not be considered for progressive disciplinary purposes after three (3) years from date of the infraction.
- F. Information or accusations found to be false shall be expunged from the personnel file.

ARTICLE FIFTEEN (15) - NON-DISCRIMINATION AND SAFETY PRACTICES

Section One (1): NON-DISCRIMINATION

- A. The employer and the Association agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, or national origin, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunity because of race, color, religion, sex, age, or national origin. If an employee has a complaint relating to discrimination in the work place, then the employee shall:
 1. Present the complaint in writing with the Director of Food Service, who shall respond in writing within five (5) working days.

2. If the disposition of the matter is not resolved with the Director of Food Service, then the employee shall, within five (5) working days, meet with the Executive Director of HR/LR in an attempt to resolve the complaint.
 3. If the disposition of the complaint is not resolved through this procedure, then the employee may seek recourse through the appropriate adjudicative body.
- B. The parties agree that disputes arising under this section are not subject to the grievance procedure.

Section Two (2): SAFETY

- A. The employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.
- B. Employees shall immediately, or at the end of their shift, report all defects of equipment to the Unit Manager who, in turn, will report to the Director of Food Service. Such report shall be made on a suitable form furnished by the employer. The employer shall not require an employee to use equipment that presents a clear and present danger to the employee's health or safety.
- C. When there is a question as to whether or not the equipment is or is not in a safe operating condition, the local Association President and the Director of Food Service shall forthwith review the equipment, situation, and condition in a meaningful attempt to rectify any alleged unsafe condition. During such time the employee shall not be required to operate such equipment if it presents a clear and present danger to her/his health or safety. If the employee is not satisfied with the disposition of the meeting to rectify the alleged unsafe condition, then the employee may seek recourse through the appropriate adjudicative body.
- D. No employee shall be asked to engage in any work of danger that takes trained personnel; i.e., bomb scare, high voltage lines, etc.
- E. There will be an emergency telephone hookup in all buildings after the switchboard is closed.
- F. The employer shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness caused by unsafe conditions. Should the employer require the use of safety glasses and/or goggles, these will be provided by the employer.
- G. Fifty dollars (\$50) will be allowed at the beginning of each school year toward the purchase of approved slip resistant or other appropriate footwear. The employee will be reimbursed, upon presentation of the newly purchased shoes to the Director of Food Service, for approval, and the receipt to the HR-LR Office. The Director of Food Service

will assess additional need for shoes. These shoes shall be used for work purposes. Employees may request a second pair of shoes on a pre-printed form and submit it to the Director of Food Service for a fifty-dollar (\$50) maximum reimbursement. Each school year, employees shall receive \$50.00 for black pants upon submission of receipt to the Director of Food Service.

- H. Shoe and Clothing Reimbursement Form (**See Appendix**)
- I. Three (3) Bedford Public Schools dress shirts will be purchased annually by the District for each Food Service employee. Each new bargaining unit employee will receive three (3) dress shirts.

All Food Service employees shall be required to wear District provided shirts during work hours with the exception of holidays, spirit days, or other days approved by the Director of Food Service. Employees may elect to wear an appropriate hat or a hair net.
- J. The Driver will be provided a winter coat, rain parka and gloves as approved by the Director of Food Service and the Assistant Superintendent of Finance & Operations. Drivers must also wear appropriate clothing and footwear to ensure safety.
- K. On “spirit days” or school sponsored dress days (by building), appropriate spirit wear and jeans will be acceptable attire.
- L. Reimbursement in any given school year for black pants and safety shoes must be submitted by March 1st each year.

Section Three (3): INJURY

- A. Following notification to the Director of Food Service or HR-LR, an employee who is injured on the job, shall be released to seek medical attention without loss of pay unless such absence is covered by Workers' Compensation.

If an employee is disabled for less than a period of seven (7) consecutive days, there is no entitlement to weekly benefits under the Workers' Disability Compensation Act. If the incapacity extends beyond the period of one (1) week, compensation shall begin on the eighth (8th) day after injury. If the incapacity continues to two (2) weeks or longer, or if death results from the injury, compensation is to be computed from the initial date of injury.

- B. When an employee returns from a leave due to a work related injury, the employee will return to the position held at the time of the work related injury or bump a less senior persons who holds an equivalent position with comparable hours.

ARTICLE SIXTEEN (16) - PHYSICAL EXAMINATION AND TUBERCULOSIS TEST

- A. If a physical examination is required of all newly employed personnel, the choice of physician shall be the Board's, and the expense of the examination borne by the employer. The Board will reimburse the employee for this expense when the Business Office is presented with a statement from the doctor. The report of physical examination must be returned to the Office of Human Resources and Labor Relations before employment begins.
- B. When the Board of Education and the Director of Food Service direct an employee to obtain a medical certificate from a Board approved physician, as evidence of an employee's illness or injury, then the medical certificate will be at the employer's expense.
- C. TB Tine Test, if required, shall be available at no cost to the employee.

ARTICLE SEVENTEEN (17) - UNPAID LEAVES OF ABSENCE

A. General Guidelines for Leave of Absence.

1. Leave of absence without pay may be granted for any reasonable cause. These leaves are to be agreed upon by the employer. The maximum leave of absence shall not exceed two (2) months and may be extended upon request for a period up to an additional three (3) months. For extenuating circumstances, further extensions may be granted at the discretion of the employer. No leave shall be granted to accept other employment.
2. Employees may be granted a leave of absence without pay, not to exceed one (1) month in a calendar year, for education purposes for attending conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to her/his work or position. Such leave, however, shall be limited to no more than three (3) employees per year, unless approved by the Executive Director of HR/LR.
3. All employees granted a leave of absence for one (1) month or more shall notify the employer of her/his intention to return to work within five (5) working days of the expiration date of the leave of absence.
4. An employee may return to work prior to expiration of a leave of absence provided the employee gives the employer at least three (3) days notice of her/his desire to return.
5. Any request for a leave of absence shall be submitted in writing by the employee to the employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
6. Authorization for a leave of absence shall be furnished to the employee by the employer and it shall be in writing.
7. Any request for a leave of absence shall be answered promptly, within three (3) working days.

8. Upon the employee's return from a leave of absence, she/he will receive all seniority rights and all benefits based on her/his total length of service, which shall include her/his leave time, except as provided in Article 10, F-9 (SENIORITY, LAY-OFF, AND RECALL).
- B. Association Business. A member of the Association, selected by the Association to participate in Association business, conferences, seminars or conventions, may be granted a leave of absence without pay at the request of the Association, provided at least two (2) weeks notice is given. A leave of absence for such Association activity shall not exceed one (1) month, nor shall more than three (3) such leaves be granted during a calendar year, unless approved by the Executive Director of HR/LR.
 - C. Absence for other than illness may be granted, on approval of the Director of Food Service and subject to the availability of an adequate substitute. Any such request should be made at least one (1) week prior to the date of anticipated absence. Seniority shall continue to accrue during approved leaves of absence.
 - D. Employees may apply for up to two (2) weeks of unpaid leave during the school year for vacation purposes at a minimum of one (1) week increments. The Director of Food Service may grant such a request based on available manpower and other food service requirements. A ten (10) day notice is required, and a response within a week is required.

ARTICLE EIGHTEEN (18) - MATERNITY LEAVE

- A. Pregnancy - Disability Leave - The employee shall be granted an extended unpaid leave of absence upon exhaustion of all earned sick ~~days~~ leave for the duration of a pregnancy related disability, provided the employee presents a written statement, by a physician, stating that an extended leave of absence is necessary due to the disability.
- B. Parental Childcare Leave - Parental Childcare Leave may be granted for purposes of child rearing, not to exceed one (1) school year.

ARTICLE NINETEEN (19) - SICK, PERSONAL, AND BEREAVEMENT DAYS

Section One (1): SICK DAYS

- A. Each employee covered by this Agreement will be entitled to earn 1 sick day per month for a total of 10 sick days per year.
 1. The 10 sick days will be assigned and available at the beginning of the school year.
 2. The District reserves the right to deny (on a case-by-case basis) this advance loading of sick days if the employee went into deduct the prior school year or other conditions exist supporting the employee abused sick day utilization.
 3. If an employee separates prior to the end of the school year and is in deduct status for payment of sick days, the employee agrees to reimburse the District for any paid sick

days at the time of separation which were not earned under a one (1) day per month – working the “majority of the days” formula.

4. Maximum accrual of sick days shall be unlimited.
- B. Sick ~~leave/sick~~ days shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury, or for medical, dental or optical examination or treatment. It is expected that doctor appointments be scheduled outside of the work day whenever possible.
- C. Employees who are unable to perform their duties because of personal illness or disability should notify the building Unit Manager and record such absence pursuant to the District absence reporting system/process of that fact within at least two (2) hours prior to the start of their shift on the work day the employee is absent, unless an emergency exists.
1. In the event that the disability extends beyond the first workday, the employee and the Director of Food Service may make arrangements as to the frequency of the continued notification by the employee of the illness or disability.
 2. A medical certificate may be required by the Director of Food Service at the employee's expense as evidence of an employee's illness or injury if the employee requests a sick day more than one (1) day in advance or is sick for three (3) or more consecutive working days.
 3. An employee's prior attendance will be a consideration when asking for a doctor's verification.
- D. Pay for sick days shall be based on the employee's normal bid hours with the exception to Article 11d and Article 20a.
- E. Use of earned sick days is permitted over Holiday (Christmas) or Spring Break(s), excluding the actual holidays. The use of sick hours will be equivalent to current bid hours.
- F. The employees must fill out the appropriate form(s) as designated by the Food Service Director/Office to request use of their sick days. This paper work must be turned into the Food Service Director/Office no later than the last day students report before leaving for Holiday (Christmas) or Spring Break(s).
- G. Upon retirement, employees covered by this Agreement shall receive \$25 per day for each unused accumulated sick day, up to 50 days.
- H. Employees may request to use sick days for completion of additional duties related to such deaths in the family.

Section Two (2): PERSONAL BUSINESS DAYS

- A. Employees covered by the terms of this contract may use three (3) days per year for personal business.
1. Employees hired after the beginning of the school year will have their personal business days prorated (rounded to the next half-day increment).
 2. These days are to be requested on a form provided by the Board, and rules governing the use of personal business days are found on the request form.
 3. A request to use a personal business day must be submitted to the Director of Food Service three (3) days prior to its use except in cases of emergency.
 4. The Director shall give a prompt response.
 5. The employee shall not be required to give a reason for the use of a personal business day; however, employees shall comply with the provisions contained in the "Request for Personal Business Day" form.
 6. The parties agree that the District shall have the exclusive right to limit the number of employees that may be granted a personal day on any given day.
- B. Unused personal business days will be converted to accumulated sick leave days at the end of each fiscal year, except that one (1) personal business day may be carried over to create four (4) for the following year.
- C. Provided the negotiations occur outside of the employees regularly scheduled work day, each member of the Bargaining team shall be credited with one (1) additional personal business day during the school year in which an Agreement is negotiated.
1. The Association shall provide the names of said members to the District at the conclusion of negotiations.
 2. Upon such notification, the District shall immediately credit each member one additional personal business day.

Section Three (3): BEREAVEMENT DAYS

- A. A maximum of five (5) days per occurrence with pay not chargeable to the employee's sick allowance shall be granted for a death in the immediate family.

Immediate family shall be interpreted as spouse, child, mother, father, grandchild, sister, brother, father-in-law, mother-in-law, sister-in-law, son-in-law, daughter-in-law, brother-in-law, grandparent, legal guardian, domestic partner and their dependents.

Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild.

- B. A maximum of one (1) day with pay not chargeable to the employee's sick allowance shall be granted for the death of a niece, nephew, aunt, or uncle.

- C. An employee's absence due to the death of a relative or individual not covered in this section will be permitted to use, and be charged, one (1) sick day or one (1) personal business day, against their accumulated sick or personal business day bank.
- D. If travel time is necessary, approval for additional days must be obtained from the Executive Director of Human Resources and Labor Relations. A request for such leave shall be made within three (3) working days of appropriate notification of the death and must involve proof of required AND necessary travel on scheduled work days. The granting of travel days is not to be considered additional bereavement days and are solely at the discretion of the District and must be on scheduled work days to be considered.
- E. Employees may request to use sick days for completion of additional duties related to such deaths in the family.

ARTICLE TWENTY (20) - HOLIDAYS

- A. The following named holidays shall be paid at the employee's average rate of pay based on the individual's regular hours worked per day for the two (2) week pay period preceding the holiday, excluding overtime, in addition to any monies earned by the employee on such holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Labor Day, Memorial Day and 4th of July provided the employee complies with the qualifications set forth herein.
- B. In order to qualify for a paid holiday not worked, it is provided that the regular employee must work the regularly scheduled workday, which immediately proceeds and follows the holiday, unless the employee is on a paid (not merely a sick day) leave or unless the absence is mutually agreed to or there is an appropriate medical note to support an emergency. Employees using a personal business day (PB) immediately preceding or following a paid holiday shall not qualify for holiday pay unless an emergency situation exists. The Food Service Director in consultation with HR/LR will have discretion as to what constitutes an emergency as to sick day or PB day usage.
 - 1. An employee off work and receiving Workers' Compensation will receive holiday pay for holidays falling within the first six (6) months of Workers' Compensation coverage.
 - 2. If an employee is required to work on a holiday, time and one-half (1-1/2) shall be paid for all time allowed by the Director of Food Service. This is in addition to regular holiday pay.

ARTICLE TWENTY-ONE (21) JURY DUTY/JOB RELATED COURT APPEARANCES

A Food Service worker called for jury duty or subpoenaed as a witness to give testimony before any tribunal agree that monies paid to the employee shall be given to the District; the district agrees to pay employee for the day's wages. The employee may keep any mileage reimbursement given. Any employee involved in a job-related accident, while on duty, who is

subpoenaed by the employer or who is required by the employer to appear in court, due to the accident, shall suffer no loss of pay.

ARTICLE TWENTY-TWO (22) - OCCUPATIONAL DISABILITY/WORKERS' COMPENSATION

A. Occupational Disability

Any employee, in any work classification covered by this Agreement, who has been incapacitated at her/his regular work or by injury or compensable occupational disease, while employed by the Board of Education may be employed in other work in the various departments of the school system at work which she/he can perform. Employees injured on the job, and sent home because of this injury, shall be paid for the remaining unworked hours of that day.

B. Workers' Compensation

Each employee will be covered by the applicable Workers' Compensation laws. The employer shall pay the difference between the Workers' Compensation payment and the employee's regular salary, when the insurance company starts the compensation, for a period of six (6) calendar months.

ARTICLE TWENTY-THREE (23) - WORK WEEK AND ACT OF GOD DAYS

A. A workday will consist of a minimum of three (3) hours work per day.

B. The work week will consist of those days' school is in session or professional staff is in the building. On days' school is not in session, employees may be requested to work on a voluntary basis. In the event there are no volunteers, the employer shall assign the lowest seniority employees who shall work at straight time pay.

C. Employees will also work one (1) clean-up day before school starts in the fall and after school closes in June. On clean-up days, all employees shall be paid for time worked, not bid hours. These two (2) days each year are scheduled work days that are determined well in advance and communicated to the employees. Personal or sick days must be used, per standard procedure if the employee is absent. The opening day is prior to a paid holiday and must be worked in order for Labor Day to be paid.

It is the responsibility of the Unit Manager at each building to see that all employees receive their lunch and break period on clean-up days.

D. Employees shall not be required to report for work when school is canceled due to inclement weather or an Act of God. However, each building that receives food deliveries shall have one employee designated to receive deliveries on Act of God days and an alternate. These two (2) employees will be chosen prior to the beginning of each school

year. Unit Managers will be given first right of refusal for either the primary or secondary slot. The other position will be offered to employees based first on building seniority then on district wide seniority. The employee will receive 1 ½ times their hourly rate for the time working at the school and the balance of their bid time for that day at the regular pay rate so the employee will not use any of the accrued benefit time.

- E. Employees will have the option of using their accrued sick days or personal business days when Bedford Public Schools is officially closed due to weather or an Act of God event.
- F. The District is actively pursuing the removal of the Senior Center from District operations during the 2018-19 school year. However, if an emergency exists the District may re-assign food service employees without loss of hours or pay plus mileage reimbursement if applicable.

ARTICLE TWENTY-FOUR (24) - CALL-IN TIME

All employees called to work outside her/his regular working hours shall receive a minimum of two (2) hours' compensation.

ARTICLE TWENTY-FIVE (25) - OVERTIME AND ADDITIONAL TIME

- A. Any hours worked over a regular eight (8) hour shift will be paid at the minimum rate of time and one-half (1 1/2).
- B. Overtime shall be allowed under emergency conditions and must be previously approved by the Director of Food Service. Assignment of overtime shall be based on seniority as follows:
 - 1. Offered in building to the most senior employee and then in descending order by building seniority.
 - 2. Offered district wide to the most senior employee and then in descending order by district seniority.
 - 3. Forced to the lowest senior employee in the building.
 - 4. Forced overtime by district seniority shall be rotated in ascending order after *that* least district senior employee has served the overtime.
- C. All work on Saturday and Sunday shall be paid at the minimum rate of time and one-half (1 1/2).
- D. Additional time is to be computed on the basis of the following:

Amount of time worked	Time allowed per day
Zero (0) – Seven (7) minutes worked	No time allowed
Eight (8) – Fifteen (15) minutes worked	Fifteen (15) minutes allowed
Sixteen (16) – Thirty (30) minutes worked	Thirty (30) minutes allowed

Thirty-one (31) – Forty-five (45) minutes worked Forty-five (45) minutes allowed
Forty-six (46) – Sixty (60) minutes worked Sixty (60) minutes allowed

- E. All time worked over eight (8) hours per day or forty (40) hours per week shall be considered overtime pay. All paid leave days will be counted in computing the forty (40) hours overtime and are to be computed on the basis of the chart in paragraph D.
- F. If required to prepare snack, desserts, etc. for special occasions (i.e. holiday desserts in addition to the “standard menu”), food service employees upon approval of the Director shall be allowed a minimum of 1 hour outside their normal bid time.

ARTICLE TWENTY-SIX (26) - SPECIAL EVENTS

Management and the Association agree that special events, banquets, and summer programs play an important role in the success of the Food Service Program.

- A. The Director of Food Service shall post all special events as soon as practical but not less than two (2) days advance notice provided the Director is notified in a timely manner regarding the special event. After two (2) working days, should bargaining unit members fail to sign up, work will be assigned as follows:
 - 1. Offered in building to the most senior employee and then in descending order by building seniority.
 - 2. Offered district wide to the most senior employee and then in descending order by district seniority.
 - 3. Forced to the lowest senior employee in the building.
 - 4. Forced overtime by district seniority shall be rotated in ascending order after that least district senior employee has served the overtime.
- B. The employer and the Association agree that the Director of Food Service will be permitted to assist in the preparation and servicing of special events.

The employer agrees that all non-bargaining unit employees shall not be used at any time to displace or augment bargaining unit members regularly employed in the bargaining unit, nor shall non-bargaining unit employees do work which would deny bargaining unit members appropriate overtime, or their regular daily, hourly, or weekly work schedule with the exception of emergencies.

In the event sufficient staffing is not available for special events, the District reserves the right to utilize inverse seniority as a means to provide sufficient staffing. In unique circumstances the Director of Food Service can modify this provision by discussing circumstances with the Association President.

The parties agree that if a disagreement arises as to the interpretation of this Section, the parties will discuss the situation with the Executive Director of HR/LR prior to filing a grievance.

- C. When an outside group contracts with the Food Service Department for a function, and this outside group is responsible for paying for the labor, then those employees who are required to work for that function will be paid time and one quarter (1 1/4). Outside group is defined as any group served outside the normal service of breakfast and lunch to students and staff – the employees bid time/hours. *If this method/defining of outside group becomes problematic as noted by either party, the Union and District agree to meet and confer to resolve it and negotiate new language or a TA as necessary*
- D. Events hosted with more than 100 confirmed attendees that require food prep and service to attendees will require at least two (2) food service workers being assigned to the event.

ARTICLE TWENTY-SEVEN (27) – SUMMER WORK OPPORTUNITIES

- A. Summer employment opportunities will be posted for a minimum of five (5) working days. The summer child care position and alternate position are year-long positions which carry over during the school year on days when regular classes are cancelled for ½ days, inclement weather, holidays, etc. The two successful bidders for these positions will coordinate vacation times, with the more senior member receiving preference. Should the proper number of bargaining unit members fail to sign up, summer work will be assigned from the seniority list beginning with the least senior employee.
- B. The summer child care or alternate employee shall be paid for the 4th of July (According to the requirements of Article 20 – Holidays, paragraph B). The summer child care or alternate employees, whoever works the majority of the summer, shall be paid an annual stipend of \$100 payable on September 1 of each year.

ARTICLE TWENTY-EIGHT (28) - MILITARY SERVICE OF OUR COUNTRY

Any employee in the Food Service Department, called upon to participate in military service, shall, at the time such services have been honorably completed, be returned to her/his position without loss of seniority, with time in service to be counted as accumulated seniority. The employee must report for work, within the time specified by Federal Law, after completing service.

ARTICLE TWENTY-NINE (29) - REPORTING TIME

Any employee reporting for work on her/his regular scheduled time, who is sent home by the Director of Food Service through no fault of her/his own, shall be paid for two (2) hours. If the employee works longer than two (2) hours, she/he shall be paid for the actual time worked.

ARTICLE THIRTY (30) - PAID-FOR TIME/PAY DAYS

All employees shall be paid for all time spent in the service of the employer. Time will be figured from the time an employee is required to begin her/his work until she/he is released from duty.

Existing paydays and pay periods shall remain in effect.

ARTICLE THIRTY-ONE (31) - RETIREMENT

Employees of the Bedford School District will be retired under the Michigan Public School Employees Retirement System (MPSERS).

ARTICLE THIRTY-TWO (32) - GENERAL

- A. Lunch Period - All employees covered by this Agreement are entitled to a twenty (20) minute, duty-free, lunch period. A free lunch will be provided by the district. Employees working less than five (5) hours will eat at the end of the scheduled work shift. For employees working five (5) or more hours, the lunch will be scheduled during the regular work shift. Under no circumstance will any employee eat lunch during the student lunch periods. However, employees who work eight (8) hours are entitled to a thirty (30) minute, duty-free, unpaid lunch. The Director of Food Service and a designated bargaining unit member at each building will designate a suitable place for employees to sit and eat lunch
- B. Break Period - Employees with 8 hours bid time are entitled to a second (2nd) twenty (20) minute break period. Under no circumstance will any employee take her/his break period during the student lunch periods.
- C. Absence from work during scheduled working hours - Employees covered by this Agreement will remain on the site to which they are assigned during the scheduled working hours except in cases of extreme emergency, during lunch period, or with prior approval of the Director of Food Service.
- D. Nepotism - The parties agree to follow applicable Board policy(s) related to this topic
- E. Mentor training of employees new to an assignment is recognized as necessary and important to the quality of service. It is recognized that individual employee needs vary. Concerns should be brought to the attention of the Director of Food Service.

New position training and cash register training shall consist of up to two (2) days, as recommended by the unit manager and approved by the Director of Food Service. Additional training for these positions and responsibilities is at the discretion of the Unit Manager in consultation with the Director of Food Service.

The Unit Manager training (paperwork and cash processing) shall consist of no less than three (3) days to a maximum of five (5) days at the discretion of the Director of Food Service. A sub will be provided to cover the employees being trained.

The district will schedule training while school is in session. If it is ever necessary that training take place while school is not in session, the parties will mutually agree to the

time and the place of said training. Mandatory training sessions that occur when school is not in session shall be paid at the hourly wage.

- F. The Director of Food Service will give employees at least four (4) weeks' notice regarding in-service training/calendar changes and the subject matter will be provided prior to said meeting. If not given proper notice, the Director will make efforts to provide an alternative training date to those unable to attend.
- G. The Director of Food Service and a person designated by the Association will prepare a list of needed equipment to be submitted to the District for authorization to purchase.

ARTICLE THIRTY-THREE (33) - STRIKES AND LOCKOUTS

- A. During the term of this Agreement, the Association agrees that it, and/or the employees, shall not authorize, sanction, or condone any strike, as defined in the Michigan Public Act No. 336, as amended by Public Act No. 379. Strikes shall also be defined to include slowdowns, stoppages, sit-ins, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Bedford Public School District.
- B. In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible and to take prompt and appropriate action to bring about compliance with the terms of this Agreement.
- C. The employer agrees that in consideration for the performance by the Association of its responsibilities herein defined, there will be no lockout during the life of this contract.
- D. Upon enactment of a law giving bargaining unit employees the right to strike, nothing contained in this Agreement shall conflict or interfere with said right to strike.

ARTICLE THIRTY-FOUR (34) - INSURANCE

The Board shall pay the "hard cap" as outlined in Public Act 152 of 2011 for each individual receiving medical benefits. Individuals are responsible for amounts that exceed the hard cap. A pre-tax payroll deduction, as permitted by the IRS, shall be available to the membership for this purpose. For individuals selecting the HSA Plan, if the annual premiums are below the "hard cap" the District will deposit the difference into those employees' HSA accounts in January. The Board agrees to provide insurance coverage for eligible employees on the following basis:

Food Service Employees working at least Six (6) Hours per day – the Board will provide single coverage for up to (10) employees

- Medical Insurance*
- VSP2 Vision Insurance
- SET-SEG Dental
- \$5,000 Basic-term Life Insurance with Medical

- \$15,000 Negotiated Basic-term

MESSA Plan Options (4)	Deductible	In-Network Co-Insurance	Co-Pay	Office Visit Prescription
Choices II – Traditional PPO Plan	\$500/\$1,000	0%	\$20	3-Tier/Mandatory Mail
Choices II – Traditional PPO Plan	\$1,000/\$2,000	0%	\$20	Saver Rx Program
ABC Plan 1 – Health Savings Account	\$1,350*/\$2,700*	0%	\$0	3-Tier/Mandatory Mail
ABC Plan 3 – Health Savings Account	\$3,500/\$7,000*	10%	\$0	ABC Rx Program

Food Service Employees working at least five (5) Hours per day shall receive:

- VSP2 Vision Insurance
- SET-SEG Dental
- \$15,000 Negotiated Basic-term Life and AD&D

All Food Service Employees shall receive the following:

- VSP2 Vision Insurance
- \$15,000 Negotiated Basic-term Life and AD&D

*The maximum annual deductible and other out of pocket expenses for HDHP's are set by the federal government and are subject to change.

Additionally, the following conditions are pertinent:

- Employees receiving insurance must work at least 6 hours a day. Anyone who is involuntarily reduced in hours but qualified for health insurance benefits as of January 1, 2011 shall be grandfathered in under this article.
- Participants for coverage will be done on the basis of seniority [at least six (6) hours daily].
- If a worker chooses not to select coverage or is not eligible for coverage according to aforementioned guidelines, the next most senior worker becomes eligible.
- Employees or their dependents qualifying for District paid health care coverage, shall not receive any “abortion services or benefits” as part of the District paid health insurance benefits.
- PPACA “Bronze” Insurance. Notwithstanding any other obligations in this Agreement, the District reserves the right to, in its sole discretion, select a health insurance carrier which offers a “bronze” plan that provides “minimum coverage” pursuant to 26 USC § 36(B)(c)(2)(C)(ii). The District shall not be obligated to select the same health insurance carrier for the “bronze” plan as the health insurance carriers providing health insurance to other bargaining unit members

ARTICLE THIRTY-FIVE (35) – WAGES

Position	2017-18	2018-19 2.5%³	2019-20 2.0%⁴	2020-21 2.0%⁵
Probationary Cafeteria Workers	\$ 9.25	\$ 9.48	\$ 9.67	\$ 9.86
Managers (After 10 days worked)	\$11.29	\$11.57	\$11.80	\$12.04
Morning Cook	\$10.61	\$10.88	\$11.10	\$11.32
Cafeteria Workers	\$ 9.96	\$10.21	\$10.41	\$10.62
Driver (Beginning Rate)	\$ 9.27	\$ 9.50	\$ 9.69	\$ 9.88
Driver (After 20 days worked)	\$14.70	\$15.07	\$15.37	\$15.68

The Driver Position:

The Food Service Director in consultation with the driver will make the determination as to the number of hours needed for driving and assign Cafeteria Worker hours/rate of pay in order to total one eight (8.0) hour position. Both parties mutually agree that the current driver’s position (1) will not be reduced in hours in order to create additional driver positions.

Driver will not be assigned to special events during his/her eight (8) hour shift.

³ Wages effective the day after the BoE approves the TA. 2% pattern bargained amount plus additional ½% for removal of perfect attendance and in lieu of insurance language from CBA.

⁴ Conditional 2.0% on schedule payment increase only if the District’s final audited fund balance for 2018-19 (i.e. BoE approved Oct/Nov 2019) is more than \$1,100,000.00. Additionally, payment of any/all increases in hourly or yearly salary base wage(s) tied to any/all fund balance triggers for any/all non-affiliated employee(s) or bargaining unit/association of employees does not result in a net fund balance below \$1,100,000.00. Otherwise no increase in hourly or yearly salary base wage(s) for any/all non-affiliated employees or any/all bargaining unit/association of employees. (**“The All or Nothing Clause”**).

⁵ Conditional 2.0% on schedule payment increase only if the District’s final audited fund balance for 2019-20 (i.e. BoE approved Oct/Nov 2020) is more than \$1,300,000.00. Additionally, payment of any/all increases in hourly or yearly salary base wage(s) tied to any/all fund balance triggers for any/all non-affiliated employee(s) or bargaining unit/association of employees does not result in a net fund balance below \$1,300,000.00. Otherwise no increase in hourly or yearly salary base wage(s) for any/all non-affiliated employees or any/all bargaining unit/association of employees. (**“The All or Nothing Clause”**)

ARTICLE THIRTY-SIX (36) - LONGEVITY

Food Service Association members shall receive longevity payments annually according to the following schedule. Longevity payments are payable on the employee's anniversary date or the first District payroll following the anniversary date. Beginning of years:

YEARS	LONGEVITY
10-14 Years (Was 10-15 Years)	\$325
15-19 Years (Was 16-19 Years)	\$375
20-24 Years	\$425
25 Years and Thereafter	\$475

ARTICLE THIRTY-SEVEN (37) - SEPARABILITY AND SAVINGS CLAUSE

- A. If any article or section of this Agreement, or of any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto of the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- B. In the event that any article or section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Association, for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary.

ARTICLE THIRTY-EIGHT (38) - EVALUATION

- A. Performance evaluations will be completed annually on or before May 1st of each school year and as follows:
 - 1. The evaluation shall be in writing and shall be by formal and informal observation of the employee's work throughout the year, based on the current job description. Each formal observation shall be preceded by forty-eight (48) hours' notice to the employee. Evaluations shall be by personal observation conducted by the Director of Food Service.

2. All evaluations shall be reduced to writing and a copy given to the employee within ten (10) days of the evaluation. If the employee disagrees with the evaluation, she/he may submit a written response, which shall be attached to the file copy of the evaluation in question. If the Director of Food Service believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as well as identification of the specific ways in which the employee is to improve, and of the assistance to be given by the employer towards that improvement. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
3. Following each formal evaluation, which shall include a conference with the evaluator the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that she/he necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if she/he desires. All written evaluations are to be placed in the employee's personnel file.
4. The Director shall seek information from unit managers regarding potential for long-term employability of substitutes.
5. At the completion of the probationary period, an evaluation of the employee's work shall be completed, following the procedures of this provision.
6. In the event an employee is not continued in employment, the employer will advise the employee of the specific reasons therefore in writing with a copy to the Association.

ARTICLE THIRTY-NINE (39) - NON-SMOKING

Smoking or the chewing of a tobacco product on Bedford Public School property, and/or in Bedford Public School vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford School District, shall not be permitted at any time.

ARTICLE FORTY (40) – DISTRICT PAYROLL DEDUCTION

Enrollment in District payroll deduction programs such as the 403(b), United Way, Government Bonds, approved Teacher's Credit Union, insurance options, Michigan Public School Employees Retirement System (MPERS) tax-deferred payment program, and direct deposit shall be available during open enrollment periods as designated by the District, and in accordance with the established payroll schedule and procedures for the year. Written employee authorization is needed to participate in District approved employee deduction programs. Add last sentence to opening paragraph on the Bedford Public Schools Employee Direct Deposit Authorization: "In the event an overpayment or underpayment is not discovered within the same pay period, the affected parties and an Association representative shall meet to resolve a pay back plan".

ARTICLE FORTY-ONE (41) – FROZEN SICK DAYS

Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes her/his short-term disability insurance. The employee shall inform the HR-LR Office in writing prior to

the eighth (8th) day or prior to the twenty-ninth (29th) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.

ARTICLE FORTY-TWO (42) - TERMINATION OF AGREEMENT

This Agreement shall become effective **November 9, 2018**⁶, and remain in full force and effect until **June 30, 2021**. It is mutually agreed that this Agreement may be reopened for negotiations upon sixty (60) days written notice prior to the anniversary date, June 30, 2021. In the event no notice is given of the intention to reopen, all of the features of said Agreement shall automatically be renewed for an additional year.

THIS SECTION LEFT INTENTIONALLY BLANK

⁶ There is no retroactivity payment of wages or benefits.

Appendix

1. Employee Shoe and Clothing Reimbursement Form
2. Employee Data Sheet
3. Employee Safety Pledge
4. Employee Health Reporting Agreement
5. Employee Dress Code
6. Employee Cashier Cash Handling Procedures

EMPLOYEE SHOE AND CLOTHING REIMBURSEMENT REQUEST FORM

DATE:

EMPLOYEE:

BUILDING:

REQUEST AMOUNT:

REQUEST FOR:

(Shoes or Pants)

SUBMIT COMPLETED FORM TO DIRECTOR OF FOOD SERVICE WITH RECEIPT

BELOW FOR DIRECTOR OF FOOD SERVICE TO COMPLETE

APPROVED:

DISAPPROVED:

_ REASON FOR NOT APPROVING

MOST RECENT DATE SIMILAR REIMBURSEMENT WAS APPROVED:

SIGNATURE - DIRECTOR OF FOOD SERVICE

DATE

NOTES: _____

ATTACH ORIGINAL RECEIPT TO FORM

EMPLOYEE DATA SHEET

EMPLOYEE NAME:

ADDRESS:

Street

City

Zip

BUILDING ASSIGNMENT:

POSITION

EMERGENCY CONTACT INFORMATION: If you become ill or are injured while at work, who should be contacted?

First Contact Name:

Cell Number:

_Relationship to you:

Second Contact Name:

Cell Number:

_Relationship to you:

Employee Signature

Date

EMPLOYEE SAFETY PLEDGE

As part of my employment with Bedford Public Schools Food Service Department, I affirm that I understand the following safety policies and expectations, and will take an active role in contributing to the safety of my workplace and preventing workplace injuries. I understand that failure to abide by these safety policies and expectations listed below can result in progressive discipline.

- I have attended the Back-To-School Meeting where we discussed the following expectations as they relate to workplace safety.
- I will wear light-duty cut-resistant gloves when handling, using or cleaning knives.
- I will wear heavy-duty cut-resistant gloves *only* while cleaning the slicer, not while using it.
- I will wear slip-resistant safety shoes while working.
- I will wear safety goggles, face shield or other approved eye protection when mixing or handling chemicals.
- I will follow proper lifting techniques and will ask a co-worker for assistance if an item is too heavy for me to lift by myself.
- If I know of (or am made aware of) a safety and/or health hazard or unsafe work practice, I will immediately report it to my Unit Manager or the Director of Dining Services.
- I will immediately report *all* injuries (even minor injuries such as cuts) to my Unit Manager or the Director of Dining Services when they happen.
- I will not engage in any work practice that puts my co-workers, my customers or myself at risk of injury.
- I will use the open communication process to inform my Unit Manager or the Director of Dining Services if I am unable to perform any of these initiatives due to lack of training or available safety equipment.

I have read and understand the statements contained within this policy

Employees printed name

Signature

Date

Supervisors printed name

Signature

Date

EMPLOYEE HEALTH REPORTING AGREEMENT

The purpose of this agreement is to ensure that employees notify the Director of Dining Services, the Unit Manager, or other person in charge when they experience any of the conditions listed so that appropriate steps are taken to prevent the transmission of foodborne illness.

I agree to report to the person in charge:

FUTURE SYMPTOMS AND CONDITIONS

IMPORATANT: It is not necessary to report symptoms, such as diarrhea, associated with chronic medical conditions or illnesses.

1. Diarrhea
2. Fever
3. Vomiting
4. Jaundice
5. Sore throat with fever
6. Persistent sneezing, coughing, or runny nose
7. Boils and infected wounds of any size containing pus on the hand, wrist, or other exposed body area

FUTURE MEDICAL DIAGNOSIS:

Whenever diagnosed as being ill with a foodborne illness

FUTURE HIGH-RISK CONDITIONS:

1. Exposure to or suspicion of causing any confirmed outbreak of foodborne illness
2. A household member diagnosed with a foodborne illness
3. A household member attending or working in a setting experiencing a confirmed outbreak of foodborne illness

I have read (or had explained to me) and understand my responsibilities under this agreement to comply with:

1. Reporting requirements specified above involving symptoms, diagnoses and high-risk conditions specified
2. Work restrictions or exclusions that are imposed upon me
3. Good hygienic practices

I understand that failure to comply with the terms of this agreement could lead to action by progressive discipline.

Employees printed name

Signature

Date

Supervisors printed name

Signature

Date

EMPLOYEE DRESS CODE

This applies to all food service employees:

Uniforms:

1. Appropriate dress is expected at all times.
2. Uniforms consist of a red Bedford Food Service polo shirt, black pants, black shoes, hat and apron.
3. Professional dress slacks are required (i.e. Dockers). No sweat pants, form-fitting knit pants, cargo pants, yoga pants, sweat pants, spandex, or jeans.
4. Black shoes must be clean with slip resistant soles. New shoes must be approved by the Food Service Director for reimbursement.
5. Catering/extra or special events are work shifts with a uniform consisting of a white polo, hat, apron, black pants and black shoes.
6. Cell phone use is limited to outside of work time without prior approval of the unit manager.

Personal Grooming:

1. Hair must be pulled back and kept in place. Hats must be worn at all times during your work shift.
2. Fingernails must be kept trimmed. No nail polish and no press-on nails or fake nails of any kind.
3. Food handling gloves must be worn at all times when handling food or food products.
4. Please do not wear dangling earrings or bracelets.

Employees printed name

Signature

Date

EMPLOYEE CASHIER CASH HANDLING PROCEDURES

The following cash handling procedures are being implemented in the food service department at Bedford Public Schools. It is a cashier's responsibility to read and understand these guidelines.

- Prior to service each day, cashiers should familiarize themselves with menu offerings to confirm knowledge of meal components and pricing.
- At the beginning of one's cashier duties for the day, the cashier must count and sign for their beginning bank.
- At all times during their shift, cashiers cannot leave their cash unattended, it is the cashier's responsibility to secure their money and cash drawer at all times.
- Cashiers should not leave register keys in the register/computer. When leaving their cashier station, the cashier should lock and remove their key.
- Absolutely no food or beverage is to be given to customers without some form of payment. Should a cashier have a question on a particular transaction, they must discuss the question with their respective Unit Manager or the Director.
- Cashiers are responsible for informing the Unit Manager or the Director of any unusual transactions that occur during their shift. Documentation is necessary for all discrepancies greater than \$5.00.
- Immediately after the close of meal service, the cashier should count and verify both their beginning cash and their deposit.
- All money must be turned in daily according to district policy.
- To protect oneself, absolutely no personal transactions are permitted.
- Please refrain from keeping personal belongings at the cash register area, including purses, handbags or cosmetic bags.
- No aprons should be worn at the cash register area during service.
- When cash is needed for the register, exchange with another cashier or management. Do not make change without another person being present, do not lend money to other cashiers.
- All cashiers must attend training before working as a cashier. Unit Managers are responsible for training cashiers. All cashiers should have their own password.
- Cashiers are expected to only use their own password. Do not share one's password with anyone else.
- All cash must be accounted for. Surprise cash counts may occur periodically.
- Bills should be left outside the till portion of the register until the appropriate change has been counted out to the customer.
- Cashiers should immediately inform their Unit Manager or the Director if they experience problems with the register and POS system.
- No tip or change cups are allowed at the cashier station.
- All items should be rung separately for tracking purposes.
- Money should be deposited the same day, unless secured overnight.
- Any person taking the money from a building to the bank must sign and date a deposit log.

STEPS TO BE FOLLOWED DURING A TRANSACTION:

1. Greet your customers with a smile, remember that you are the last contact our customers have with the cafeteria and we want it to be a positive experience!
2. Articulate the items that the customer is purchasing and the total amount of the sale.
3. Acknowledge the denomination of the bill given to you.
4. Place the bill on top of the drawer until the transaction is complete to avoid any misunderstanding as to what was given to you.
5. Count the change back to the customer.
6. Place the bill in the drawer.
7. Close the drawer.
8. Thank the customer!

I have read and understand the above procedures that must be followed. I understand that progressive disciplinary measures up to and including termination may occur for failing to follow Bedford Public School District's cash handling procedures.

Employees printed name

Signature

Date

Supervisors printed name

Signature

Date

Bedford Food Service Association Negotiating Team

Trilby Fox, President Date

Karen Vance, Vice President Date

John Groll, MEA SNAP Date

Bedford Public Schools Negotiating Team

Howard D. Schwager Date
Executive Director of HR/LR & Chief Negotiator

Meaghan Eckler Date
Chartwells, Director of Food Service

Bedford Public Schools Board of Education

Michael J. Smith, President Date

[Original signed Collective Bargaining Agreement on file in the HR-LR Office]