

FOOD SERVICES

EMPLOYEES

AGREEMENT

2007-2008

**THE LAMPHERE SCHOOLS
31201 DORCHESTER
MADISON HEIGHTS, MI
48071**

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FOOD SERVICES EMPLOYEES AGREEMENT

2007/2008

ARTICLE I

PURPOSE AND INTENT

The general purpose of this contract is to set forth the terms and conditions of employment, and to promote a harmonious working relationship among the Food Services Employees Association and the Lamphere Board of Education.

It is recognized that the obligation of all persons associated with the Lamphere Schools is to provide the best possible educational program for young people and adults, and that all employees should assist in providing a courteous and effective service.

ARTICLE II EMPLOYEE GROUP

Section 1: This contract shall apply to the following employee positions:

- A. Cook
- B. Satellite Leader
- C. Kitchen Helper

Section 2: The job descriptions and responsibilities outlined in this Article shall be used as a guideline. They shall be subject to change as the need arises and are determined by the Cafeteria Director.

Section 3: The responsibilities of the **Cook** shall be:
(Hours to be determined by Director)

- 1. Daily Routines:
 - A. Complete all work assigned by Manager.
 - B. Plan and write menus. The manager must approve menu no later than the Monday of the week prior to serving.
 - C. Check and turn on all equipment needed for daily operations.
 - D. Responsible for all main dishes, potatoes, gravy, baked beans, rice dishes, etc.
 - E. Food production should be completed as close to serving time as possible in order to reduce holding time and improve food quality.
 - F. Prepare food for following days.
 - G. Soak all dishes and wash in A.M., straighten out refrigerators, freezers, storerooms, check incoming orders, and put away, help when or where needed. Fill and keep full the steam tables with food you are responsible for. Help empty steam tables after lunch.
 - I. Keep work area as neat and clean as possible; clean up all spills.

- J. Keep records, count, cover, label and put away all leftover foods that are responsibilities of the Cook. Give count to Manager.
- K. Turn off all equipment. Check ovens and steamer for leftover food.
- L. Help train students assigned for serving time.
- M. Remove labels from, and rinse, all cans for recycling.
- N. The completion of any other duty as deemed necessary by manager.

2. Weekly Responsibilities:

- A. Drain steamer and clean according to directions.
- B. Turn in meat order to Manager.

3. Job Analysis:

- A. Skills Involved.
 - 1. Knowledge of job routine, equipment, menus.
 - 2. Knowledge of quality and quantity cooking, good nutrition, and Type A lunch requirements.
- B. Education, training and physical requirements.
 - 1. Speak, read and write English.
 - 2. High School education
- C. Personal Requirements.
 - 1. Neat, clean, alert, accurate.
 - 2. Must have a food handling card.
 - 3. **White, black or tan pants, solid colored shirt, rubber soled shoes, and hat or hairnet.**
- D. Physical Effort.
 - 1. On feet 90% of the time, cooking over hot stove 50% of time.

Section 4: The responsibilities of the **Helpers** shall be:
(Hours to be determined by Director)

1. Daily Routines:

- A. Complete all work assigned by the Manager.
- B. Check and turn on all equipment needed for daily operation.
- C. Set up serving areas with straws, napkins, serving utensils, etc.
- D. Prepare menu boards.
- E. Assist in the preparation of a la carte food items
- F. Set up a la carte lines.
- G. Keep records, count, cover, label and put away all leftover foods. Give count to managers.
- H. Wash all pots, dishes, silverware, etc.
- I. Clean all counters, steam tables, steamer and steam kettles,

disposals, dish machine, ice cream machine, sinks, refrigerators, freezers, etc. Clean milk and a la carte lines.

- J. Help train students new students assigned for serving time.

- K. Refill trays and silverware during lunch period.
- L. Put enzymes in sinks daily.
- M. Help put away food after lunch.
- N. Take laundry to destination and pick up same.
- O. Empty milk coolers, count and put leftover milk away. Give count to Manager.
- P. Turn off all equipment and lock up.

2. Weekly Responsibilities:

- A. Check with equipment cleaning schedule.
- B. Inventory ice cream and give count to Manager.
- C. De-lime dish machine and clean under tray return area.
- D. Scrub refrigerator and storeroom floors.
- E. Turn in required food orders to manager.

3. Job Analysis:

A. Skills Involved.

- 1. Knowledge of safety and sanitation standards and use of equipment.
- 2. Knowledge of good nutrition and basic food preparation.

B. Education.

- 1. Speak, read and write English.
- 2. High School education

C. Personal Requirements.

- 1. Neat, clean, alert.
- 2. Must have food handling card.
- 3. **White, black or tan pants, solid colored shirt, rubber soled shoes, and hat or hairnet.**

D. Physical Effort.

- 1. On feet 90% of the time.
- 2. Lifting dish racks and operating large equipment.

Section 5: The responsibilities of the **Satellite Leader** shall be:
(Hours to be determined by Director)

1. Daily Routines:

- A. Daily ordering of groceries as needed
- B. Daily preparation of foods, examples: hot dogs on bun, oven ready potatoes, cooking of pizza, etc.
- C. Serving
- D. Recording daily food production and meals served.
- E. Cleaning Satellite receiving kitchen & equipment.
- F. Spraying excess foods off trays for recycling.

2. Monthly Responsibilities:

- A. Inventory of food & supplies. Turn in to High School.
- B. Monthly records to Food Service office.

C. Attend meetings to review menus.

3. Job Analysis:

A. Skills involved:

1. Knowledge of safety and sanitation standards.
2. Knowledge of good nutrition and basic food preparation.
3. Familiar with Type A requirements and portion control.

B. Education:

1. Speak, read and write English
2. High School education

C. Personal requirements:

1. Neat, clean, alert.
2. Must have Food Handling Card
3. ***White, black or tan pants, solid colored shirt, rubber soled shoes, and hat or hairnet.***

D. Physical Effort:

1. On feet 90% of the time.

Section 8: The substitutes shall be employed on a need basis by the Cafeteria Director and shall perform duties as required daily for the position they are assuming.

ARTICLE III **ADMINISTRATION**

Section 1: The Lamphere Board of Education employs supervisors for cafeteria employees who are directly responsible to the Superintendent and the Board of Education. It is their duty to direct and supervise all cafeteria operations. They shall be responsible for determining the means and methods to be used in connection with all cafeteria operations and the supervision of all employees in carrying out their assigned tasks.

Section 2: The building principal maintains a special relationship to cafeteria employees working in the location supervised by the principal. Matters within the concern of the principal include specific tasks, regular schedules, special emergency assignments, and day-to-day details of work performance. The principal and the Cafeteria Director and/or Cafeteria Manager shall work together to evaluate work performance, effect change, improve working conditions and alleviate problems to suit the purposes and intent of the educational objectives of The Lamphere Schools.

Section 3: It shall be the responsibility of the Board, through their authorized representatives, to select and direct the working forces. They shall have the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons. The Board shall instruct its administrators to be fair and just in carrying out the above responsibilities.

ARTICLE IV
EMPLOYMENT REQUIREMENTS

- Section 1:** The Administration attempts to fill all positions with persons whose vocational skills, work experience, health, and character indicate probable success on the job. It is desirable that all personnel be high school graduates. In order to be considered for employment, a person must possess the necessary skills required for the position for which the person applies. All candidates for employment must be interviewed by the Superintendent or the authorized representative. A suitable test with a pre-determined passing grade may be administered as a qualification for a certain position. It shall be the policy of the district not to discriminate on the basis of race, creed, color, national origin, age, sex, marital status or handicap status in the employment of personnel.
- Section 2:** All new employees shall be required to take and successfully pass food service basics and safety and sanitation provided by the Michigan department of education and the Michigan school food service association's statewide training program. It is expected that this requirement will be completed within the first full year of employment or as soon as the classes are offered in Oakland county. The employee's hourly rate shall be increased by five (5) cents effective on the date that documentation of satisfactory completion of these classes is submitted to the Food Service Director.
- Section 3:** All new personnel shall be given the classification and starting rate applicable to the position. In unusual circumstances, an employee may be hired at a rate higher than the minimum with the approval of the Superintendent.

ARTICLE V
PROBATIONARY PERIOD

- Section 1:** All new employees shall be on probation for a period of ninety (90) days. An additional period of probation not to exceed sixty (60) days may be required of the new employee when recommended by the Cafeteria Supervisor. Summer months shall not be included in counting towards the basic ninety (90) day probation period or any such extended probation period. Upon completion of the probationary period, the employee's seniority shall be computed from the date of their employment.
- Section 2:** An employee who is promoted to a higher position shall be considered probationary for purposes of evaluating their success on their new job only. This probationary period shall be for sixty (60) days. Summer months shall not be included in counting towards this ninety-day requirement. The employee shall not be denied their leave days and other provisions denied a new employee. Should it be necessary to deny the promotion within the sixty (60) day period, then that person shall resume their seniority and other benefits.

ARTICLE VI
SENIORITY

- Section 1:** Seniority shall be defined as the length of continuous service with the Board from the employee's last hiring date. A seniority list will be maintained by the Cafeteria Director and shall be applicable with respect to layoff, recall, promotions, transfers and vacation preference after all other qualifications for the situation have been met and/or outlined elsewhere within this handbook.

ARTICLE VII

PROMOTIONS AND TRANSFERS

Section 1: A promotion is an upward change in job classification which results in additional compensation for additional duties or responsibilities. Promotions are not meant to include substituting for a position during an illness or emergency.

Section 2: A transfer is a change within a classification where there is no increase in compensation. A movement to another job or building within the same classification shall be deemed a transfer.

Section 3: Whenever a vacancy in a position occurs, which position shall be considered a promotion within the meaning of Section 1, the Superintendent or the authorized representative shall give notice of such vacancy emphasizing the job classification and duties. No vacancy shall be filled, except on a temporary basis, for a period of five (5) days after notification.

Section 4: All promotions to the next classification shall be based upon experience and ability. If in the opinion of the administration, who shall be reasonable and fair, the experience and ability of two or more employees eligible for promotion is relatively equal, then seniority shall govern the choice. The Cafeteria Director and/or the Building Administrator shall inform, interview and discuss matters of job placement and promotion with the employees concerned.

Section 5: A transfer shall be considered as any lateral change where there is no increase in compensation or change in employee classification. The Superintendent or the authorized representative shall have the right to transfer an employee to a different place of work within the same classification.

Employees who desire a transfer must file a written notice to the Supervisor and the employee shall be considered for a transfer when a vacancy occurs. When a vacancy exists, consideration shall be given to qualified applicants in the following manner:

- A. An employee who wishes to change from a higher classification to a lower one. Such transfer will be considered a self-imposed demotion and thus will result in a change in compensation to the lower classification.
- B. Any employee at the same level of classification who shall have earned the highest seniority. This employee, must be performing their work satisfactorily and be qualified for the transfer.

Section 6: The Superintendent or authorized representative shall have the authority to assign employees at any location within the system. The Superintendent or designated representative shall be fair and reasonable in all transfers, promotions and demotions and shall consider all changes as a move to improve the educational process of the Lamphere Public Schools.

ARTICLE VIII **LAYOFFS AND RETIREMENT**

Section 1: All employees who shall terminate their employment under the terms of the Michigan School Retirement Act provisions and who shall have worked for the Lamphere Schools for ten (10) years immediately prior to the date of their retirement shall receive a lump sum payment of the remaining days in the employee's sick leave accumulation according to the following schedule:

- A. For employees who shall retire during the life of this agreement, the

payment shall be 50% of the rate paid to the employee during the school year.

- B. The above lump sum payment shall not exceed a total of two thousand dollars (\$2,000) for the remaining days in the employee's sick leave allowance at retirement.

Section 2: Employees who willfully terminate their employment with the district shall be required to give two (2) weeks' notice to the Cafeteria Director.

Section 3: In the event of a layoff, the seniority list will be applicable on a building level basis only. When it is necessary to close one building cafeteria or reduce staff at a building, seniority and classification shall be considered by the Superintendent. When all other qualifications for the position have been met for a change in a job, then the layoff in a particular building shall be on the basis of seniority. The decision of the Superintendent in determining these qualifications shall be final.

Section 4: Employees who have been terminated because of a layoff shall be given first consideration for openings on the staff, provided they are qualified for the position available. Such employees, when rehired shall regain their seniority, classification and pay rate which were held prior to the layoff. The decision of the Superintendent on the qualification pay rate and classification shall be final in any rehiring of personnel.

ARTICLE IX **SICK LEAVE**

Section 1: All regular full-time employees, except probationary employees, shall be credited with ten (10) sick days at the beginning of the fiscal year. Sick days may be used for the following causes:

- A. Personal illness or illness in the immediate family including husband, wife, son, daughter, or any dependent relative living permanently in the family.
- B. Deaths in the immediate family. This includes husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, grandparents or any others approved by the Superintendent.

Section 2: All regular employees shall be credited with a service accumulation of sick leave purposes equal to the number of unused days in the current allowance for the year. This service accumulation process may continue during the employee's tenure without limit.

Section 3: No payment will be made for any unused sick leave days accumulated by any employee at the time of resignation, dismissal from service, leave of absence or death.

Section 4: Notification of absence must be reported to the immediate supervisor at least one hour before the employee normally reports for work. Failure to meet this requirement may result in forfeiture of pay for the day.

Section 5: Probationary employees shall not be entitled to sick leave. Upon satisfactory completion of the probationary period, the employee shall be credited with sick leave equal to the number of full months remaining in the fiscal year.

Section 6: If absence has been because of personal illness exceeding ten (10) consecutive working days, the employee will file in the office of their immediate supervisor before returning to duty, a physician's certification of readiness to return to duty.

Section 7: An employee sustaining injury or occupational disease arising out of and in the course of employment, shall be continued on the payroll to the extent of their sick leave; provided, that when the employee receives income under the Workmen's Compensation Act, upon request by the employee, such income shall be supplemented by the Board of Education with an amount not to exceed that of their sick leave reserve, and such reserve shall be charged only for that portion in excess of the compensation payment.

Section 8: An employee shall accumulate one (1) extra sick day for any month, not normally worked, if the employee works a total of five (5) days in that month.

ARTICLE X PERSONAL BUSINESS LEAVE

Section 1: A personal business day is an excused absence from school to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Three days shall be allowed each employee per school year. The employee shall make a written request stating the reason, and submit it to the Superintendent for approval.

Section 2: No personal business days will be allowed two (2) days before or after a holiday, nor during the first or last week of school. Emergency situations during this time shall be fully explained to the Superintendent for approval.

Section 3: At the end of each school year, the Board shall add any unused portion of the three-day personal business allowance to the individual employee's sick leave accumulation for the ensuing school year.

Section 4: Matters of an emergency or critically important nature may be allowable at the discretion of the Superintendent or designee without written request three (3) days in advance.

ARTICLE XI LEAVES OF ABSENCE

Section 1: The Board of Education will grant a leave of absence to any employee who is unable to perform their regular duties for an extended period of time because of personal illness, provided a written certification of the illness is received from a physician. Such leave shall be without salary.

Section 2: The Board of Education may grant a leave of absence for maternity to any employee upon written request for such leave and proper certification of pregnancy by a physician. Such leave of absence shall be for a period of up to one (1) year. Whenever possible, a request for a leave of absence for maternity reasons shall be provided thirty (30) days prior to the date of the leave.

Candidates for maternity leave will be expected to conform with the procedures and regulations as prescribed by law and the Lamphere Board of Education.

- Section 3:** The Board of Education will grant a leave of absence for military service to any employee who enters any branch of the armed services of the United States during a declared period of war or state of emergency. Such leaves of absence shall be subject to such conditions as may be established by Federal or State laws and/or the actions of the Board of Education.
- Section 4:** Employees on leave of absence for other than military service shall not be entitled to advances on the salary schedule during the period of the leave of absence.
- Section 5:** Upon return to duty after a leave of absence based upon illness, the employee shall submit satisfactory evidence of physical and mental health to the Superintendent.
- Section 6:** The Board of Education cannot guarantee the return of any employee to a specific building or special assignment at the conclusion of the period of absence. The Superintendent will, however, make every effort to return an employee who has been on leave of absence to the same or comparable job that the employee held before the leave.
- Section 7:** An employee called for jury duty or as a subpoenaed witness shall be paid her regular salary for time lost from school duties. However, the employee shall return to the Board any compensation received for the performance of such duties.

ARTICLE XII
IN-SERVICE TRAINING

- Section 1:** The Board shall cooperate with the State organizations in making workshops and other training sessions available to employees on a needs basis. The Superintendent shall expect all appropriate personnel to participate fully, unless specifically excused. The school district will meet all necessary expense of such training programs.

ARTICLE XIII
WORK SCHEDULES AND CONDITIONS

- Section 1:** Employees working on a ten (10) month service year shall be compensated for the following holidays:
- A. Labor Day
 - B. Thanksgiving Day
 - C. Day after Thanksgiving Day
 - D. Christmas Eve
 - E. Christmas Day
 - F. New Year's Eve
 - G. New Year's Day
 - H. Good Friday
 - I. Monday after Easter
 - J. Memorial Day
- Section 2:** When a holiday falls on a Saturday or Sunday during the school year, the Board may designate the work day preceding or succeeding as the paid holiday.
- Section 3:** When Memorial Day falls on Thursday, the following Friday will be a paid holiday.
- Section 4:** When Memorial Day falls on Tuesday, the preceding Monday will be a paid

holiday.

Section 5: If a holiday is observed during an employee's vacation period, the employee shall receive a day off with pay during their vacation in lieu of holiday pay.

Section 6: The employee shall be required to work the scheduled work day before and after the holiday in order to receive pay for the holiday, except as provided in Section 5 above.

Section 7: When the district cancels school on the days the cafeteria is scheduled for operation, then the district shall pay each employee the employee's regular hours for that day. There shall be no more than two (2) such days with pay in any one year.

Section 8: Probationary employees shall not be entitled to holiday pay.

ARTICLE XIV **VACATION**

Section 1: Employees hired prior to July 1, 1995, shall accumulate one (1) day's vacation pay for each month worked.

Upon completion of one year of service, employees hired after July 1, 1995 shall be entitled to five (5) days vacation allowance per year, contingent upon the cafeteria program's ability to show a profit. Upon the satisfactory completion of the employee's fifth year of service, he/she shall be entitled to seven (7) days vacation allowance per year, contingent upon the cafeteria program's ability to show a profit.

Section 2: An employee shall accumulate one (1) extra vacation day for any month, not normally worked, if the employee works a total of five (5) days in that month.

Section 3: Vacation periods will be granted in accordance with the request of the employees provided that the employees submit their request, in writing, to the Director at least two (2) weeks prior to vacation period. Vacations will only be granted to employees during non-student days. The Director shall have the discretion to grant or deny a vacation request based upon available help to accomplish the tasks of the food service department.

Section 4: All unit employees' vacation time shall be scheduled during non-student days.

ARTICLE XV **INSURANCE**

Section 1: Employees who shall meet the eligibility requirements of the insurance company and who work a minimum of 6.25 hours per day shall be eligible for medical and health insurance. The eligible employee shall share the cost of premiums for health insurance with the board paying seventy-five percent (75%) and the employee paying twenty-five percent (25%).

Section 2: All full-time employees (8 hours per day, ten months or more) shall be eligible for coverage for the entire year with premiums paid by the Board of Education.

Section 3: The coverage shall include: Michigan Blue Cross/Blue Shield Comprehensive Major Medical - \$1500 Dual Funded Wrap with the Michigan Employee Benefit Services or comparable coverage. The annual deductible for health insurance shall be \$200/\$400. A prescription plan will be provided with a co-pay of **\$20** for brand name drugs and \$5 for generic drugs. Optical insurance coverage shall be according to the Board plan.

Section 4: The Board will, upon application, provide each employee meeting the eligibility requirements of the insurance company who has completed the probationary period Group Life Insurance in the amount of \$15,000. The policy shall provide for double indemnity for accidental death.

Section 5: Employees eligible for insurance benefits noted in Sections One (1) and Three (3) above, may opt for an annual cash payment of \$500 in lieu of receiving benefits.

ARTICLE XVI
SALARY PROVISIONS

Section 1: Time elements between each step of the salary schedule shall be twelve (12) months.

Section 2: The hourly rate for each employee shall be increased by five (5) cents upon satisfactory completion of the management certification course offered through the Oakland County Health Department.

The hourly rate for each employee shall be increased five (5) cents upon successful completion of 90 credits from the statewide training program.

Section 3: All increments shall become effective on July 1 each year. Increments for new employees shall be computed under the following provisions:

- A. Employees hired between July 1 and October 15, inclusive, will receive credit for one (1) year of service on the following July 1.
- B. Employees hired between October 16 and March 15, inclusive, will receive credit for one-half (1/2) year of service on the following July 1.
- C. Employees hired between March 16 and June 30, inclusive, will not receive credit for service on the following July 1.

Section 4: An employee who shall substitute for a position in a higher classification for a period of ten (10) days or longer in any given year shall receive the pay in the higher classification while performing the duties of this position. The 10 day qualification period will not be required, provided the employee has substituted in the position for at least five (5) days in the previous year. The temporary salary adjustment shall be retroactive to the first day worked in the higher classification.

Section 5: Employees shall be paid a premium of time and one-half for each hour of work over forty (40) in one week.

- Section 6:**
- A. A regular shift shall be defined as one (1) to eight (8) continuous hours in a single working day.
 - B. A banquet shall be defined as a dinner served outside of the regular shift as defined above. Serving lunch to special school groups, such as varsity teams, etc., during the day shall not be considered a banquet. Employees asked to serve coffee and cookies or other light fare for a parent or school-related group shall be paid their regular rate only, subject to the time and one-half provision of the state law.
 - C. Time and one-half will be paid for banquet work.

D. Banquet Staffing Procedure:

The most senior employee(s) in the building where the banquet is held, shall be considered first when staffing for banquets. If no person in that building accepts the work, it will then be offered to employees in other buildings on the basis of district seniority.

Substitutes will be called in only if employees on staff are not available to work or if extra help is needed.

Section 7: A. Schedule A is the basic salary schedule for the appropriate classification for the 2007/2008 school year.

Section 8: A uniform allowance shall be paid directly to each cafeteria worker. This allowance shall be included in the first pay period in September. Only employees on the payroll at the time of the pay period mentioned in this section shall be eligible for the allowance. The amount of the allowance for each year of the contract shall be \$200 each year. All employees shall receive prior approval of new uniform purchase by the Director. The expectation shall be that employees will be dressed in like uniforms.

Section 9: Employees of this unit shall be eligible for longevity pay after six (6) years of continuous service to the district. Unpaid leaves of absence shall not be counted towards longevity pay.

A. Payment shall be made in June to all employees who have completed the required number of years during the past school year.

B. For the 2007/2008 school years the schedule for payment of longevity pay shall be as follows:

- (1) After six (6) years = \$175.00 per year
- (2) After eight (8) years = \$250.00 per year

**FOOD SERVICES
SALARY SCHEDULE A
2007/2008**

For the Year Beginning July 1, 2007 and Ending June 30, 2008

Step	Cook	Satellite Leader	Helper
0	11.48	11.08	10.75
1/2	11.68	11.16	10.84
1	11.98	11.27	10.95
1 ½	12.18	11.42	11.10
2	12.46	11.54	11.21

ARTICLE XVII
DURATION AND SIGNATURE

Section 1: It is hereby recognized that both the bargaining team of the Food Services Employees Association and the Board of Education have met and negotiated those items that are included in this contract and that no further negotiations shall take place without the mutual consent of both parties during the duration of this contract.

Section 2: This agreement, including the Salary Schedule A shall be in full force and remain in effect for one (1) year, beginning July 1, 2007, and terminating on June 30, 2008.

FOR THE LAMPHERE BOARD OF EDUCATION:

President _____ Date _____

Secretary _____ Date _____

FOR THE FOOD SERVICES EMPLOYEES::

Representative _____ Date _____

Representative _____ Date _____

Representative _____ Date _____