

VAN BUREN
FOOD SERVICE ASSOCIATION

Agreement
for
2011 - 2013

| | |
|--|----|
| <u>ARTICLE I - RECOGNITION</u> | 1 |
| <u>ARTICLE II - AGENCY SHOP PROVISION</u> | 1 |
| <u>ARTICLE III - FOOD SERVICE EMPLOYEE RESPONSIBILITIES</u> | 2 |
| <u>ARTICLE IV - 2011 -2013 FOOD SERVICE WAGE SCHEDULE</u> | 2 |
| 2011-2012 FOOD SERVICE WAGE SCHEDULE..... | 2 |
| <u>ARTICLE V - PAID HOLIDAYS</u> | 3 |
| <u>ARTICLE VI - OPENING AND CLOSING (CLEAN-UP DAYS)</u> | 3 |
| <u>ARTICLE VII - JANUARY IN-SERVICE DAY</u> | 3 |
| <u>ARTICLE VIII - BI-ANNUAL INVENTORY</u> | 4 |
| <u>ARTICLE IX - UNIFORM CODE/ALLOWANCE</u> | 4 |
| <u>ARTICLE X - TRANSPORTATION</u> | 5 |
| <u>ARTICLE XI - CLOSING OF SCHOOLS</u> | 5 |
| <u>ARTICLE XII - JURY DUTY</u> | 5 |
| <u>ARTICLE XIII - JOB OPENINGS/TRANSFERS/PROMOTIONS</u> | 5 |
| <u>ARTICLE XIV - LAYOFF/BUMPING/RECALL</u> | 6 |
| <u>ARTICLE XV - DISCIPLINE AND DISCHARGE</u> | 7 |
| <u>ARTICLE XVI - FILES AND RECORDS</u> | 8 |
| <u>ARTICLE XVII - GRIEVANCE PROCEDURE</u> | 8 |
| <u>ARTICLE XVIII - INSURANCE</u> | 8 |
| 18.1 Eligibility | 8 |
| 18.2 Health..... | 9 |
| 18.3 Life & Accidental Death & Dismemberment..... | 9 |
| 18.4 Dental..... | 9 |
| 18.5 Vision..... | 10 |
| 18.6 Cash in Lieu | 10 |
| <u>ARTICLE XIX - RETIREMENT</u> | 10 |
| <u>ARTICLE XX - SICK LEAVE</u> | 11 |
| <u>ARTICLE XXI - LEAVE OF ABSENCE - PERSONAL ILLNESS</u> | 12 |
| <u>ARTICLE XXII - ABSENT WITHOUT PAY DAYS</u> | 12 |
| <u>ARTICLE XXIII - TARDINESS</u> | 13 |
| <u>ARTICLE XXIV - WORK BREAKS</u> | 13 |
| <u>ARTICLE XXV - EMPLOYEE CODE OF CONDUCT</u> | 14 |
| 25.1 <u>Personal Hygiene/Employee Health</u> | 14 |
| 25.2 <u>Food Handling</u> | 14 |
| 25.3 <u>Sanitation and Safety</u> | 14 |
| 25.4 <u>General</u> | 14 |
| <u>ARTICLE XXVI - GENERAL EMPLOYEE RESPONSIBILITIES</u> | 15 |
| <u>ARTICLE XXVII - FOOD SERVICE MANAGER RESPONSIBILITIES</u> | 15 |
| <u>ARTICLE XXVIII - FOOD SERVICE WORKERS RESPONSIBILITIES</u> | 16 |
| <u>ARTICLE XXIX - FOOD SERVICE SECRETARY/BOOKKEEPER RESPONSIBILITIES</u> ... | 16 |
| <u>ARTICLE XXX - NON-SMOKING PROVISION</u> | 16 |
| <u>ARTICLE XXXI - SCHOOL DISTRICT'S RIGHTS</u> | 17 |
| 31.1 School District Rights | 17 |
| 31.2 No Strike Provision..... | 18 |
| <u>ACKNOWLEDGMENT</u> | 18 |

ARTICLE I - RECOGNITION

- 1.1 The Board recognized the Van Buren School Food Service Association as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment for all employees within the department of Food Services; substitute personnel, and Food Service Supervisor are excluded.
- 1.2 During the term of this contract agreement, the Board agrees that it will not enter into negotiations with any organization other than this employment group, concerning wages, hours of work and other conditions of employment for those persons covered by this agreement.
- 1.3 The District shall submit a request to meet no later than April 30, 2013, to begin bargaining the successor agreement to the current contract. If the District fails to submit a request to meet no later than April 30, 2013, to begin bargaining the successor agreement to the current contract, then the changes reflected in this agreement shall be sunset upon expiration of the Contract.

The terms of the contract shall be from July 1, 2011 through June 30, 2013, with an economic re-opener for the year 2012 – 2013 school year.

ARTICLE II - AGENCY SHOP PROVISION

- 2.1 Agency Shop Provision
 - 2.1.1 Any bargaining unit member employed may elect not to be a member of the Association, but, as a condition of employment, must accept the financial responsibility and pay a service fee to the association that is established by the Union in accordance with Chicago Teachers vs Hudson 106 S C 1066 (1986).
 - 2.1.2 The method of payment for the agency fee shall be to the Treasurer of the Van Buren Food Service Association.
- 2.2 Failure to Comply with Agency Shop Provision
 - 2.2.1 In the event the agency fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating the employee has failed to comply with this condition, shall process said complaint. It is being recognized by the Association and any employee employed under the terms of this contract that the Board has a reasonable right to proceed and to replace an employee against whom charges have been filed hereunder. The refusal of said employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for discharge from employment.

ARTICLE III - FOOD SERVICE EMPLOYEE RESPONSIBILITIES

- 3.1 Each employee (regular or substitute) must have a social security number prior to being employed.
- 3.2 Each employee will keep the Food Service Office advised of their correct home address and telephone number.
- 3.3 If you are unable to report to work, please call Karen Sanders, Food Service Supervisor, at 734 427-9001, between 5 a.m. and 6:45 a.m.
- 3.4 When you plan to return to work, please call Karen Sanders, Food Service Supervisor, at 734 427-9001, between 5 a.m. and 6:45 a.m.

ARTICLE IV - 2011 – 2012 FOOD SERVICE WAGE SCHEDULE

- 4.1 The terms of the contract shall be from July 1, 2011 through June 30, 2012.
- 4.2 The current substitute wage is \$7.50 per hour, approved by the School Board, June 11, 2008.
- 4.3 On half-days, breakfast workers at North Middle School and South Middle School will be paid a minimum of 1.25 hours each scheduled breakfast shift with extra work assigned as needed by management.

2011 – 2012 FOOD SERVICE WAGE SCHEDULE

- 1. Regular Rates
Food Service Worker (Classification I):
 - Starting Wage..... 9.45
 - End of first semester's employment 9.88
 - End of second semester's employment 10.62
 - End of third semester's employment 11.67
- 2. Cook-Manager (Classification II A and II B)
 - II A. High School 13.93
 - II B. Middle School and Elementary..... 13.78
- 3. Secretary/Bookkeeper (Classification III) 14.19
- 4. Substitute (Classification IV)..... 7.50
(receives no other benefits - no increase)
- 5. Banquet Rate 13.60
(for time outside of the regular hours)

ARTICLE V - PAID HOLIDAYS

- 5.1 November.....Thanksgiving.....2 days
- DecemberChristmas and New Years.....6 days
- JanuaryEnd of Semester1 day
- March or AprilEaster.....6 days
- MayMemorial Day1 day

5.2 All regular employees will be paid for the foregoing holidays when they occur during the normal work week, provided the employee works the scheduled full day previous to and following the holiday. The only exception to the above shall be where the employee is on a documented excused absence such as illness or funeral leaves. Personal business days may not be approved for the day prior to or the day immediately following a holiday.

Employees absent for any reason other than illness or funeral leaves on a scheduled work day following a holiday will not be paid for the day of absence, but they may be paid for the holiday if they provide a written reason that is legitimate and documentable as determined by the Food Service Supervisor.

ARTICLE VI - OPENING AND CLOSING (CLEAN-UP DAYS)

6.1 Cook-Managers

All Cook-Managers may be paid for (1) day of opening up and organizing inventory delivered to kitchens, and for (1) day closing down kitchens.

All Cook-Managers may be authorized (4) hours of prep and organization of delivered stock to kitchens for opening in January for the new year. (Optional)

All Employees

All employees will be paid their scheduled time on the opening clean-up day as well as the closing day.

ARTICLE VII - IN-SERVICE DAY

7.1 Employees may elect to attend a scheduled in-service activity. Those who attend shall be paid at their regular rate. Those who elect not to attend shall not be paid.

ARTICLE VIII - BI-ANNUAL INVENTORY

- 8.1 All cook-managers may be authorized six (6) hours paid time in January and six (6) hours paid time in June as assigned by the Supervisor. The High School cook-manager may be paid up to 8 hours with the supervisor's approval for each inventory.

ARTICLE IX - UNIFORM CODE/ALLOWANCE

- 9.1 All regular Food Service employees will be provided with a uniform allowance of \$200.00 per person.
- 9.2 The District Uniform Code/Allowance is as follows:

Pants

- Black or White, no jeans or sweats

Blouse/Shirts:

- White, long sleeve, short sleeve, uniform grade tee shirt or Van Buren Public Schools imprinted polo shirt.
No sleeveless shirts will be allowed.

Shoes:

- Black or White, leather uppers, non-skid soles, closed toes.
Black or White athletic shoes with leather uppers and non-skid soles will be allowed.
No canvas shoes or sandals.
Hose or socks must be worn with shoes.
Recommended work shoes specifically designed for kitchen/food service/nurse's areas.

Hair Restraints:

- Per the new Food Code 2005, hair restraints (hair nets, bouffant caps or net caps) will be required.
No scarves or athletic caps will be allowed.

Miscellaneous:

On Fridays and Holidays, specialty theme aprons or novelty/school spirit/local sport shirts may be worn, if in good taste. No oversized/baggy/torn/inappropriate shirts will be allowed.

- 9.3 The secretary/bookkeeper shall be required to wear the appropriate uniform and work shoes each work day and thus will be provided a uniform allowance of \$200.00. In the event that substitute workers are not available and extra work has been assigned appropriately by building and seniority, the secretary/bookkeeper will be assigned to perform kitchen/service duties by the Supervisor.
- 9.4 The uniform allowance will be payable to regular employees in December of each year. Uniform allowance will not be paid to probationary employees. Once the probationary period of 90 days has been met satisfactorily a uniform allowance will be paid on a

prorated basis, after December. If an employee chooses to terminate before December, there will be no uniform allowance issued.

- 9.5 Employees who receive a uniform allowance are required to use this allowance to purchase and wear uniforms in accordance with the Uniform Code/Allowance

ARTICLE X - TRANSPORTATION

- 10.1 Employees shall be reimbursed for mileage, at the current IRS rate per mile, when using their own automobile for any preauthorized school business.

ARTICLE XI - CLOSING OF SCHOOLS

- 11.1 Up to a maximum of 4 paid days per year.

11.11 The school calendars of this agreement are based on the state mandate for required number of days and/or hours. No Food Service employee shall be charged a loss in wages, personal business, or sick time, due to conditions which necessitate the closing of schools. Employees requested to work rescheduled days due to "snow day" closing of schools shall not be paid twice for make up days. If the school calendar is altered and extended to make up scheduled instructional days lost to inclement weather or Acts of God, employees shall be paid for actual days worked.

ARTICLE XII - JURY DUTY

- 12.1 Any employee called for jury duty or to give testimony before any judicial or administrative tribunal may be absent with pay. Such absence shall not be charged to holiday time, sick time, personal business, nor loss of pay, providing that any compensation, excluding mileage received by an employee for proceedings shall be remitted to the Board.

ARTICLE XIII - JOB OPENINGS/TRANSFERS/PROMOTIONS

- 13.1 Any vacant permanent position within the school district shall be posted in each building for a minimum of seven (7) calendar days from date of issuance and each employee may submit application for said position. Such notices will be mailed/e-mailed to the regular employees who are not on duty during the summer months.
- 13.2 Transfers in the "Food Service Worker" classification 1 shall be on the basis of seniority only, with a thirty (30) calendar day probationary period. At the end of the probationary period, the employer or the employee may elect to reverse the transfer within a subsequent ten (10) day period.
- 13.3 In the event of promotions involving Classifications II A and II B, the selection process will be based on meeting the qualifications of the position, past job performance, merit and ability to perform the duties of the position. Seniority may be considered but will not be

the final determinant for the promotion. All such transfers and promotions which occur shall be subject to a ninety (90) calendar day probationary period. During the probationary period the employee may elect, or the supervisor may transfer the employee back to the previously held position without cause for complaint or grievance. If the cook-manager wants to return to the food service worker's classification, he/she shall submit a written request to the Food Service Supervisor.

- 13.4 Job openings can temporarily be filled by appointment by the supervisor until completion of the bidding procedure. In leaves of absence exceeding 60 calendar days the position shall be put up for bid.
- 13.5 The supervisor may call a substitute as a replacement for an absent person, with the exception of a manager, secretary/bookkeeper position. When substitutes are not available, extra work shall be assigned by building seniority. When food service employees are not available to be assigned to substitute, the secretary/bookkeeper will be assigned accordingly by the supervisor.
- 13.6 If a regular employee has been assigned to work as a manager, and the employee has worked in that position five (5) consecutive days prior to a holiday, the employee will be paid the manager rate for the holiday.
- 13.7 All permanent food service worker positions will be subject to an open annual bid process commencing in May for assignment per school calendar. Bid forms will be issued by the supervisor. Awards will be based on seniority, with written confirmation on award distributed to each employee following the job bid meeting. Upon receipt of position award, employees may not bump other employees.

ARTICLE XIV - LAYOFF/BUMPING/RECALL

- 14.1 Layoff: The word "layoff" means a reduction in the work force. Reasons for a reduction shall be determined by the employer.
- 14.2 Procedure: Except as otherwise stated the following procedure for layoff shall be mandatory. Probationary employees shall be laid off first. Layoff of senior employees shall be on the basis of district-wide seniority in food service by classification with the least senior employee laid off first.
- 14.3 In terms of bumping, there are two classifications: (1) cook-manager and (2) food service worker. In the event a manager's position is eliminated, the displaced employee shall use his/her district-wide seniority to bump into a manager's position held by the least senior person. The bumped cook-manager shall then be permitted to bid through open bid with all other food service workers on a seniority basis for all available food service positions. Open bidding shall be permitted once each year at the beginning of the school year.
- 14.4 If a cook-manager wants to return to the food service worker's classification, he/she shall submit a written request to the food service supervisor. The supervisor shall exercise her discretion in making the transfer. Persons working as a Cook-Manager shall be paid that rate starting the first day of work.

- 14.5 Recall: When the work force is increased after a layoff, employees shall be recalled according to seniority. In other words, the last one laid off shall be the first one called back. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If an employee fails to report to work by the third work day, he/she shall be considered as having quit. The district shall no longer be obligated to recall a laid off employee once an employee has refused to accept a position offered under recall the right to recall has expired. The recall period shall be limited to the amount of seniority earned as of the time of layoff.
- 14.6 It is hereby agreed by both parties (Van Buren Board of Education and the Van Buren Food Service Association) that bargaining unit members with the same beginning seniority date shall use the following procedure to determine a differentiated seniority date. The order of greatest seniority date shall begin with the person having the lowest numerical number in the last four (4) digits of their social security number and shall progress downward to the person with the least seniority having the highest four (4) digit number.
- 14.7 The above procedure shall also apply for new hires employed on the same date in the future.

ARTICLE XV - DISCIPLINE AND DISCHARGE

- 15.1 Disciplinary action by the Board may involve: (1) oral reprimand, (2) written reprimand, (3) suspension without pay, (4) discharge, or other actions which may be deemed appropriate.. Though the appropriate first step of a disciplinary process may depend upon the nature of the disciplinary incident, the rights of the employee will be respected. The Food Service Supervisor acts as the Board's designee. The Human Resources Department and the Van Buren Food Service Association will be informed of disciplinary action.
- 15.2 No food service employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action, with the exception of oral reprimand, will be made available to the food service employee and the association in writing.
- 15.3 The food service employee shall be entitled to have present a representative of the association during any meeting involving disciplinary action. When a request for such representation is made, no disciplinary action shall be taken with respect to the food service employee until such a representative of the association is present.
- 15.4 Should the discharged or disciplined employee, or the association, consider the discharge or discipline to be improper, the matter shall be considered under grievance procedure.

ARTICLE XVI - FILES AND RECORDS

- 16.1. A food service employee will have the right to review the contents of his/her personnel file.
- 16.2 The food service employee will be provided a copy of all materials placed in his/her personnel file which may be grounds for discipline or adversely affect his/her performance evaluation. The food service employee may submit a written notation regarding any material, including complaints, and shall be attached to the file copy of the material in question.

ARTICLE XVII - GRIEVANCE PROCEDURE

17.1 Aggrieved

Any employee considering to be aggrieved by violation of this contract shall within thirty (30) calendar days of the occurrence of the event giving rise to the grievance, file a written grievance with the designated representative of the employee group.

Procedure:

- A. Step 1: The representative and grievant shall discuss and attempt to resolve the grievance with the Supervisor of Food Services.
- B. Step 2: If a satisfactory resolution of the grievance is not reached at Step 1 the employee's grievance shall be referred to and discussed with the Director of Human Resources.
- C. Step 3: If the grievance remains unresolved, the representative and grievant shall meet with the Superintendent of Schools or designee.
- D. Step 4: A grievance not satisfactorily resolved at the conclusion of Step 3 shall be carried to the Board for final resolution.

Note 1. The grievant and one union representative shall be required at each step.

Note 2. The Supervisor of Food Services and the employee have the right to have a grievance committee member or members present when an employee is being reprimanded verbally or in writing for his/her work performance.

ARTICLE XVIII - INSURANCE

18.1 Eligibility

All employees who as a minimum requirement, are employed as a twenty-five (25) hour per week employee shall be considered a regular employee eligible for any of the insurance program listed below except disability insurance which requires a minimum of twenty (20) hours per week to qualify. Those employees eligible for benefits after December 12, 1994,

who elect not to take health benefits shall not receive \$750 in lieu of no benefits. Life insurance is available to all employees in the group.

18.2 Health

The Health Care Insurance provided shall be the Priority HMO Plan \$10/\$40 co-pay prescription drug rider, with contraceptives and mail order prescription drug program, \$20 co-pay for office visits, and \$50 co-pay for emergency room visits

or the Blue Care Network HMO Plan with a \$15/\$50 co-pay prescription drug rider, with contraceptives and mail order prescription drug program, \$30 co-pay for office visits, and \$100 co-pay for emergency room visits.

The employee contribution towards the premium of all plans will be 80/20 whereas the employer will contribute 80% and the employee will contribute 20% as outlined in Michigan House Bill 4572. The employee 20% contribution amounts are as follows: (Blue Care Network figures include increased premium cost to employee)

| Priority Health HMO | | Blue Care Network HMO | |
|---------------------|---------------------|-----------------------|---------------------|
| Single: | \$1,338 Annually | Single: | \$1,557 Annually |
| Two Person: | \$3,006.60 Annually | Two Person: | \$3864.60 Annually |
| Full Family: | \$3,340.40 Annually | Full Family: | \$4,602.40 Annually |

Dental & Vision are available for those employees who are eligible.

Employees may use payroll deductions to participate in programs as may from time to time be approved for payroll deductions by the Employer.

18.3 Life & Accidental Death & Dismemberment

The Employer shall provide *each employee with \$30,000 term life insurance* and with Accidental Death and Dismemberment coverage. Each employee shall have the privilege of purchasing an additional (optional) \$15,000 term life insurance on the payroll deduction plan. The insurance carrier shall be selected by the Employer.

The employer shall provide for all *employees working 20 hours or more per week* an accident and sickness benefit policy which will pay 66 2/3% of salary up to a maximum of \$2,000 per month. Each employee shall co-pay 40% of the annual premium or \$7.00 per month, whichever is more. The insurance carrier is to be selected by the Employer. The terms and conditions of the insurance policy shall govern all conditions of eligibility for benefits which include the use of all earned sick days, personal business days and a waiting period of 30 calendar days.

18.4 Dental

The employer shall pay the premiums to provide the dental expense benefits referred in Appendix I for *each employee* and his/her eligible dependents who do not otherwise have

such coverage through their spouse. Covered expenses and the maximum benefits for each covered member referenced below:

| | |
|-----------|--|
| Class I | 80% to a maximum benefit of \$1,000 |
| Class II | 80% to a maximum benefit of \$1,000 |
| Class III | 80% to a lifetime maximum benefit of \$800 |

The employer shall provide internal and external coordination of benefits. The insurance carrier shall be selected by the Employer. The terms, conditions, exclusions and limitations specified in the Employer's insurance policy shall govern eligibility for benefits.

18.5 Vision

The employer shall provide *all regular full-time employees* and their eligible dependents with optical care (vision) benefits presently referenced under the MESSA VSP-2 plan. Terms and conditions of the insurance policy shall govern all conditions of eligibility for benefits.

18.6 Cash in Lieu

Regular full-time employees in the bargaining unit who voluntarily elect not to participate in or to discontinue Employer paid health insurance shall be paid \$750, or may elect to have the Employer contribute \$750 to a sheltered annuity program (TSA). Employees desiring the TSA shall state their election in writing to the Employer on enrollment forms provided by the Employer during the month of June for the following school year or as otherwise directed. Cancellation of the "cash" program by an enrollee shall only be permitted in the case of an involuntary loss of spouse-provided health insurance. In the event of cancellation, the enrollee shall refund the Employer for one-half (1/2) of all the employer paid contributions for that fiscal year.

An employee who elects the TSA option shall designate one carrier of their choice from among the carriers listed with the Employer.

The Employer's contribution to the "cash" shall be made twice each year, with one-half (1/2) of the amount paid in December and one-half (1/2) of the amount paid in June.

Employees who terminate employment prior to the end of the school year, shall be entitled to a prorated contribution to the TSA or payment based on the number of days worked out of the total work days in the employee's standard work year.

ARTICLE XIX - RETIREMENT

- 19.1 Retirement of all employees shall be governed by the Michigan Public Schools Employees Retirement System.
- 19.2 Food Service employees retiring under the Michigan School Employees Retirement System and having (15) fifteen service years of in-district service shall receive a one-time retirement grant. The retiree shall be paid fifteen (15) dollars per day for unused

accumulated sick days to a maximum of 70 days. Sick day redemption will be paid on a separate check from the biweekly payroll. Note: 1 day shall be interpreted to be equal to the number of hours worked at the time of retirement.

ARTICLE XX - SICK LEAVE

- 20.1 Regular employees will be allowed one (1) day a month, ten (10) days a year with unlimited accumulation. These days may be used as follows:
- 20.1.1 All sick leave days may be used for personal illness or quarantine.
 - 20.1.2 Two sick leave days may be used for the transaction of personal business. With approval of the Supervisor these days may be used consecutively, but under no circumstances may they be used to extend a holiday period. The employee must receive approval from the Food Service Supervisor, at least 24 hours prior to a personal business day.
 - 20.1.3 Use of up to five (5) sick days for the entire school year shall be allowed for the illness of an employee's spouse, child or parent necessitating the employee's presence. After five family illness sick days are utilized, subsequent days must be justified by a physician's statement (M.D. or D.O. only).
 - 20.1.4 In case of death in the immediate family a maximum of five (5) sick days leave will be allowed if the funeral is within 100 miles of Belleville. In this instance, immediate family shall be defined as spouse, children, parents, and grandparents. In the instance of other family members (brother, sister, brother/sister-in-law, parents-in-law) up to three (3) sick days may be used in the event of death. Up to two (2) additional sick leave days may be used by an employee for an out-of-state funeral or in unusual circumstances; Food Service Supervisor must approve this additional time. The above time will be deducted from sick time. If the member does not have sick time, they will not be paid for the time taken off for bereavement.
 - 20.1.5 A maximum of one (1) day sick leave will be allowed to attend the funeral of other relatives or close friends not mentioned in the preceding paragraph, but deducted from sick time or personal business days.
 - 20.1.6 After five (5) consecutive days off due to illness, the employee will provide the Human Resources Office with a doctor's statement prior to returning to work. Failure to do so will result in payroll deduction for the days which the employee did not work.
 - 20.1.7 An employee who uses more than nine sick days, for two consecutive years without extenuating circumstances, may be required to forfeit one-half of her total yearly sick day allocation for the next year. The Cook-Manager and the Food Service Supervisor, shall meet to determine if the employee's absences are without extenuating circumstances. Extenuating circumstances shall include, but are not limited to, sick spouse, children or parents, serious or longer illness

requiring treatment of a doctor, and accidents. An employee's total sick leave usage shall be considered.

- 20.1.8 After July 1 of each year, unused sick leave days will accumulate. An employee may have the option to redeem earned sick days per the following requirements:
- a) A minimum of 30 earned sick days must remain in your sick leave bank.
 - b) Sick days will be redeemed at a rate of \$15.00 per day.
 - c) A maximum of 50 sick days may be redeemed per year.
 - d) The employee must submit in writing, a request to redeem earned sick days after their last scheduled work day, pending verification of payroll department records.

ARTICLE XXI - LEAVE OF ABSENCE - PERSONAL ILLNESS

- 21.1 The Board will grant a leave of absence to an employee who is unable to perform his/her regular duties for an extended period of time because of personal illness, provided written certification of illness is received from a physician. Such leave of absence shall be without salary, increment, sick leave, and all other benefits with the following exceptions. The employer agrees to continued health insurance coverage for those eligible for a period not to exceed one year, provided the employee is the sole insurance holder in his/her family. Said leave of absence shall be for a maximum of one year, unless extended by the Board of Education. The employee shall be allowed to return to his/her same position within a period of 12 months. After 12 months, the employee must return to the first available opening at his/her grade level or shall forfeit their position and shall be considered terminated. The employee may have the option to accept a lower pay level position.
- 21.2 In the event the employee is found to be working for pay while on sick leave of absence, they shall be considered to have resigned from the school district employment.
- 21.3 At the end of each leave, the employee shall also be required to furnish a written statement from his/her physician stating the employee is permitted to return to work.
- 21.4 In the event the employer questions the physician's certification when the request is made to take the leave or return from the leave, the employer may, at its own expense, require the employee to be examined by a physician of its own choice.
- 21.5 In the event of 60 calendar days or more leave of absence, the vacant position shall be put up for bid. Any subsequent vacancies due to this leave of absence shall be assigned or filled by a substitute. Persons not eligible for fringe benefits shall not become eligible while filling a temporary position due to a leave of absence.
- 21.6 All requests for leave of absence as well as requests to return from leave shall be in advance and in writing to the Supervisor of Food Services.

ARTICLE XXII - ABSENT WITHOUT PAY DAYS

22.1 Employees are expected to maintain a reasonable rate of attendance. An employee absent, without extenuating circumstances, in excess of her accumulated sick leave shall be disciplined according to the following schedule:

- 1st occurrence - verbal reprimand
- 2nd occurrence - written reprimand
- 3rd occurrence - one day suspension
- 4th occurrence - discharge

Employee absences which are part of a five-day or more consecutive absence which are justified by a physician's statement (M.D. or D.O. only) shall not be the basis of discipline. In highly unusual circumstances a chronic condition may require an accommodation. Any accommodation will only be made after an examination by a physician acceptable to the employer.

ARTICLE XXIII - TARDINESS

23.1 Employees are expected to be on the job at their designated shift time. If an employee is more than five minutes late for a given shift, it will be considered an act of tardiness. Tardiness will not be tolerated. If an employee is tardy more than three (3) times, within the same school year, the Cook-Manager from the employee's work location and the Food Service Supervisor will determine if the employee's tardiness is considered to be excused, due to extenuating circumstances, or unexcused. Unexcused tardiness shall result in corrective discipline according to the following:

- 1st occurrence - verbal reprimand
- 2nd occurrence - written reprimand
- 3rd occurrence - one day suspension
- 4th occurrence - discharge

ARTICLE XXIV - WORK BREAKS

24.1 Consecutive Hours Worked

| | |
|------------------|--|
| 1 to 3-1/2 hours | No break for coffee or lunch |
| Over 3-1/2 hours | One 10-minute break |
| Over 5 hours | One 20-minute break or two 10-minute breaks |
| Over 6-1/2 hours | One 20-minute lunch break and one 10-minute coffee break |

No one is allowed to eat unless they work over 3-1/2 consecutive hours.

ARTICLE XXV - EMPLOYEE CODE OF CONDUCT

25.1 Personal Hygiene/Employee Health

- 25.1.1 Hair must be neat, clean, off shoulders, pulled back and restrained with a hairnet.
- 25.1.2 Jewelry must be simple and not interfere with food production and serving.
- 25.1.3 Nail polish and acrylic nails are prohibited.
- 25.1.4 Food Employees with a diagnosed, confirmed case of salmonella typhus, shigella, E. coli, or hepatitis A virus or Norovirus must inform their Cook/Manager so that the Cook/Manager can take appropriate steps to preclude the transmission of food borne illness.
- 25.1.5 Hands must be washed and thoroughly dried before starting to work with food. Wash hands between tasks and if work is interrupted.
- 25.1.6 Please keep the dressing rooms neat and clean. All personal belongings are to be kept in a locker for which you are to furnish a lock.
- 25.1.7 If you have a cold or sore throat with fever, you should not engage in the preparation of food.
- 25.1.8 Antiseptically bandage cuts and abrasions, cover with a waterproof protector such as plastic/vinyl gloves.

25.2 Food Handling

- 25.2.1 Bare hand contact with ready-to-eat food is prohibited so you must use suitable utensils or gloves.
- 25.2.2 Employees must closely monitor critical processes such as cooking, cooling, and reheating. Routinely checking food temperatures with a clean and sanitized thermometer are keys to food safety.
- 25.2.3 Eating food during food preparation and/or serving is strictly prohibited.
- 25.2.4 In tasting food during its preparation, the food shall be placed in a small dish or spoon and tasted. Be sure to wash hands properly after tasting food.
- 25.2.5 Food is not to be saved from the serving line for employees.
- 25.2.6 Food is not to be carried out of the building daily. On Fridays, or at the beginning of a vacation period, food which would not keep well may be carried out per the direction of the cook-manager or supervisor.

25.3 Sanitation and Safety

- 25.3.1. Wipe up spills immediately to prevent accidents.
- 25.3.2 Use clean, dry hot pads for moving hot pans.
- 25.3.3 Place sharp knives and sharp utensils on the sink drain until it is time to wash them. (This prevents getting cuts from utensils hidden in soapy water.)
- 25.3.4 Wipe off the tops of cans with a clean, damp cloth before opening.
- 25.3.5 Keep wiping towels in a container of sanitizing solution when not in use.
- 25.3.6 Air dry all dishes, pots, pans and utensils before putting away. (No towel drying.)
- 25.3.7 Lift objects properly, with legs taking the strain, rather than the back.
- 25.3.8 Keep work area neat, clean and orderly.

25.4 General

- 25.4.1 Food Service employees will be placed on a probationary period for 90 calendar days to be evaluated by the Food Service Supervisor for the following qualifications:
 - a. physical ability to do the work
 - b. ability to follow directions and perform work duties as assigned by the Manager
 - c. ability to adjust to social relationships with other persons in the kitchen
 - d. ability to maintain appropriate personal grooming
 - e. ability to maintain loyalty and dedication to the Board of Education, fellow workers, students and staff of Van Buren Public Schools.
- 25.4.2 Being prompt is essential for the operation of the school lunch program, and if you find it necessary to be late, please call the Food Service Office - 697-0011.
- 25.4.3 Telephones are for business purposes; please do not use the phones (office or cell) for personal use unless extremely important.
- 25.4.4 The work of each employee is not finished until all work in the kitchen has been completed and the kitchen put in order for the next day, regardless of the department in which you work.
- 25.4.5. An appropriate Van Buren Food Service uniform, as noted under **Uniform Code/Allowance** in the Master Agreement, shall be worn.

ARTICLE XXVI - GENERAL EMPLOYEE RESPONSIBILITIES

- 26.1 To be a good school lunch employee you should:
 - a. Be loyal to your co-workers and other school officials.
 - b. Be responsible for treating your co-workers as you wish to be treated.
 - c. Have a general knowledge of the basic principles by which the school lunch program is operated.
 - d. Have the desire to assume the necessary responsibility for the job.
 - e. Have the ability to accept and follow directions.
 - f. Learn the use and care for all kitchen equipment.
 - g. Have the physical stamina to carry on normal amounts of work.
 - h. Be conservative in the use of food and other supplies.

ARTICLE XXVII - FOOD SERVICE MANAGER RESPONSIBILITIES

- 27.1 Works under general supervision of Food Service Supervisor.
- 27.2 Is responsible for the food preparation.
 - a. Handles and prepares food in accordance with health and safety regulations.
 - b. Is responsible for the standard of food prepared in the department. Food is to be flavorful, attractive, palatable and served at proper temperatures.
- 27.3 Supervises and instructs all helpers and student helpers in correct serving amounts.

- 27.4 Makes written requests for all food and equipment.
- 27.5 Is responsible for an accurate bi-annual inventory.
- 27.6 Is responsible for maintaining area and equipment in sanitary condition.
- 27.7 Is responsible for all instruction for new personnel.
- 27.8 Is responsible for daily and monthly records.
 - a. Is responsible for all moneys collected (elementary and middle schools).
- 27.9 Is required to attend monthly manager meetings.

ARTICLE XXVIII - FOOD SERVICE WORKERS RESPONSIBILITIES

- 28.1 Performs any special duties for the day.
- 28.2 Assists the managers wherever needed.
- 28.3 Handles food in accordance with sanitary regulations.
- 28.4 Demonstrates ability to follow oral and written directions.
- 28.5 Assists in maintaining cleanliness in kitchen area.
- 28.6 Demonstrates a knowledge of required food amount and ability and knowledge of daily record keeping in case of absence of manager.

ARTICLE XXIX - FOOD SERVICE SECRETARY/BOOKKEEPER RESPONSIBILITIES

- 29.1 Process Free and Reduced meal applications, maintains all records and communication associated with this procedure, prepares eligibility reports, conducts verification process as required by Federal Government.
- 29.2 Prepares weekly payroll, maintains and updates records and schedules.
- 29.3 Completes month-end revenue and sales tax report, compiles and processes Claim for Reimbursement, balances money reports, maintains ledgers and all records for audit.
- 29.4 Records government commodity deliveries and completes annual Commodity Report.
- 29.5 Prepares monthly invoices for the payables department, issues invoices to catering and contracted accounts. Maintains receivables log.
- 29.6 Types and distributes monthly menus, promotional flyers.
- 29.7 Updates and maintains master file of forms used in department, orders office supplies.
- 29.8 Calls substitute workers in absence of Supervisor. Works in the kitchen if needed.
- 29.9 Handles all general office/clerical duties.
- 29.10 Assists the supervisor in whatever work duties requested.

ARTICLE XXX - NON-SMOKING PROVISION

Public Act 459

In accordance with PA 459, effective September 1, 1993, the use of all tobacco products will be prohibited within and on any and all buildings, facilities and vehicles owned or leased by or to the Van Buren Public Schools. This provision shall supersede any and all contrary and/or inconsistent policies, rules, regulations, or contract provisions with which it may conflict or modify.

The school district will arrange, at no cost to the employer or the employee, a smoking cessation overview program at least once a year.

An employee who engages in the use of tobacco products in violation of the above prohibition shall be subject to the following progressive discipline:

1. First offense - oral warning or enrollment within 14 days in a smoking cessation program at the employee's own expense.
2. Second offense - written reprimand.
3. Third offense - suspension without pay.

At any step of the progressive discipline, an employee can postpone that level of discipline, up to three times, by enrolling each time in a mutually agreeable smoking cessation program, at his/her own expense, and must provide documentation that he/she successfully completed the program. If the employee violates the smoking ban on school premises while in the smoking cessation program, he/she will automatically move to the next level of discipline which will be postponed the first time it occurs. If there is a repeat violation of the smoking ban while in the smoking cessation program, the discipline will be imposed.

ARTICLE XXXI - SCHOOL DISTRICT'S RIGHTS

31.1 School District Rights

- 31.1.1 The Board of Education of the School District retains the sole right to manage and conduct its operations and to comply with its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes a violation of any express term of this agreement.
- 31.1.2 Without limiting to any extent the generality of the foregoing, solely, for purposes of illustration, the Board of Education shall have the right to decide the number and location of schools and other facilities, schedule of classes, services and program to be offered, selection of machinery and equipment, and amount of supervision necessary.
- 31.1.3 It is further recognized that the responsibility for the selection and direction of the working forces, including the right to hire, suspend or discharge for proper cause, promote or transfer; to determine the hours of work and the amount of overtime to be worked; to relieve employees from duty because of lack of work, financial constraints or for other legitimate reasons, is vested exclusively in the Board of Education subject to seniority rules, grievance procedure and other provisions of this agreement as herein set forth.
- 31.1.4 The Board of Education shall also have the right to make at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith.

31.2 No Strike Provision

- 31.2.1 No employees shall either directly or indirectly take part in or attempt to cause any strike of any sort whatsoever, either complete or partial against the Board of Education; furthermore, they shall not engage directly or indirectly in any stoppage of work. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employee grievances.
- 31.3 The union agrees that neither it nor any of its representatives or members shall either directly or indirectly authorize, or assist, permit, encourage, condone, defend, or in any way participate in or lend support to any of the conduct which is prohibited in Section 2; and the union further agrees that it will use its best efforts to prevent any such prohibited conduct.
- 31.4 The Board agrees that it will not lock out any food service employee during the term of this agreement or during any period during which a successor agreement is being negotiated by the parties. If there is a strike by a primary unit within the district and union employees are laid off, it shall not be construed to be a lockout. A union employee may not be ordered to cross a picket line if such action could adversely affect his/her personal safety.

ACKNOWLEDGMENT

This Agreement made this 1st day of July, 2011 by and between the Board of Education of the Van Buren Public Schools and the Van Buren Food Service Association, to become effective July 1, 2011, and to remain in effect until June 30, 2013.

In witness thereof the parties hereto have executed this Agreement and the attached letter of understanding by their duly authorized representatives on this day and year as written above.

VAN BUREN FOOD
SERVICE ASSOCIATION

FOR THE VAN BUREN BOARD
OF EDUCATION

President

Director of Human Resources

Treasurer