

**AGREEMENT
BETWEEN THE
ROMEO BOARD OF EDUCATION
AND THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 2614.16
FOOD SERVICE UNIT
September 25, 2023 – June 30, 2026**

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AGREEMENT

This agreement entered into this 25th day of September, 2023, between the BOARD OF EDUCATION OF THE ROMEO COMMUNITY SCHOOL DISTRICT, MACOMB AND OAKLAND COUNTIES, MICHIGAN, hereinafter referred to as the "Employer" and the AMERICAN FEDERATION OF STATE AND COUNTY MUNICIPAL EMPLOYEES, AFSCME, AFL-CIO, all of whom are hereinafter referred to as the "Union." A sound educational program as it effects the best interests of the children of the community is the primary objective. The Employer and the Union mutually agree to provide the best possible education for the children of the school district. To this end the Employer and the Union dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interests of the Employer and Employees.

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 1 – MANAGEMENT’S RIGHTS

- 1:01 It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to taking the action under such rights or with respect to the consequence of such action during the term of this Agreement, except those which are clearly and expressly relinquished herein by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- 1:01:01 Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 - 1:01:02 The right to establish, modify or change any work or business or school hours or days.
 - 1:01:03 The right to direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign Employees, assign work or duties to Employees, determine the size of the work force and to lay off Employees.
 - 1:01:04 Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work.
 - 1:01:05 Adopt rules and regulations.
 - 1:01:06 Determine the qualifications of Employees.
 - 1:01:07 Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

1:01:08 Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

1:02 The policy-making functions rest exclusively with the Board.

ARTICLE 2 – RECOGNITION

2:01 Pursuant to and in accordance with all applicable provisions of Act 336 of 1947, as amended by Act 379 of 1965 also known as the Public Employment Relations Act (PERA), the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this Agreement. Employees of the Employer included in the AFSCME bargaining unit are: cooks, food service associates, central kitchen coordinator, and cafeteria drivers. All temporary Employees, substitutes and supervisory personnel are excluded.

2:01:01 Full-Time Employee: A full-time employee is shall be defined as someone who works ten (10) months per year for the Employer, at eight (8) hours per day year, and five (5) days per week. Hours assigned shall be determined to be part of the regular shift. The supervisor shall assign the workload. If the District moves to summer feeding, the District and the Union agree to negotiate a Letter of Agreement.

2:01:02 Part-Time Employee: A part-time employee shall be defined as a regular employee with a job assignment of less than eight (8) hours per day and may or may not work five (5) days per week. Hours assigned shall be determined to part of a regular shift. The supervisor shall assign the workload.

2:01:03 Probationary Employee: Probationary Employees means and include those employees employed during the initial probationary period in any established position under this Collective Bargaining Agreement for a period of 90 calendar days.

2:01:04 Temporary Position: A temporary position is defined as a pre-determined amount of time when hired i.e., 3, 6, or 9 months. The Food Service department utilizes temporary positions when an employee is out on an extended leave of absence.

2:01:05 Substitute Position: A substitute employee is defined as an employee of the food service department who is not part of the collective bargaining agreement.

ARTICLE 3 - UNION MEMBERSHIP

3:01 To the extent that the laws of the State of Michigan permit, it is agreed that:

3:01:01 Employees covered by this Agreement may become members of the Union or remain members of the Union if they are already members, by payment of Union Dues and fees.

- 3:01:02 Newly hired, transferred or rehired Employees may, at the end of their probationary period, tender fees and the periodic dues uniformly required as a condition of acquiring or retaining membership to the Union.
- 3:02 Indemnification – The Union will protect and hold harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section of the Agreement.

ARTICLE 4 – REPRESENTATION

- 4:01 The bargaining unit shall be represented by the American Federation of State and County and Municipal Employees, AFSCME, AFL-CIO, and the stewards of the Local in represented Departments, Cooks, Food Service Associate(s), Central Kitchen Coordinator and Cafeteria Drivers.

ARTICLE 5 – SUPPLEMENTAL AGREEMENTS

- 5:01 All supplemental agreements if any, shall be subject to the approval of the Employer and the Union.

ARTICLE 6 – GUARANTEE OF RIGHTS

- 6:01 The Employer and the Union agree that there shall be no discrimination against any Employee or any applicant for employment by reason of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, height, weight, family medical history or genetic information, political affiliation, military service, other non-merit-based factors or any legally protected characteristic.
- 6:02 The Board agrees that there shall be no discrimination against any Employee by reason of their membership or non-membership in the Union.

ARTICLE 7 – LABOR RELATIONS COMMITTEE

- 7:01 The Union Executive Board or its designees will act as a Labor Relations Committee, which shall meet as agreed with the designated representative(s) of the Board to discuss and study matters of mutual interest and advantage concerning the Romeo Community Schools. Representative(s) of the AFSCME may also attend these meetings, if requested by the Union. Meetings will be scheduled by mutual agreement. The party requesting the meeting will submit a prepared agenda, which may be added to by the other party. Only items on the agenda prior to the meeting will be discussed.
- 7:02 These meetings shall follow the above guidelines except that the Special Conference meeting shall consist of Department Stewards, Union President or Designee and AFSCME Representative(s), if needed.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8:01 A grievance shall mean a complaint by an Employee or group of Employees based on an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.
- 8:02 Investigation of Grievance – The local Union President or their designee may request time through the Executive Director of Employee Services to investigate and/or process a grievance. This release time, if approved, will be without loss of time or pay in performing the investigation.
- 8:03 Time limits as shown herein may be extended by mutual consent by both parties. Any requests made for extension of time must be in writing.
- 8:04 Procedure - Any grievance or dispute, which may arise between the parties to this Agreement concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:
- 8:05 Grievances shall be deemed invalid and barred if not presented at Step 1 (excluding Class Action grievances).
- 8:06 Step 1 – Within ten (10) working days of the occurrence of the cause for complaint, the Employee shall discuss the matter informally with the Employee’s immediate supervisor. A steward may accompany the Employee.
- 8:07 Step 2 – If the grievance is not resolved informally, it shall within ten (10) working days be reduced to writing, on the Official Union Grievance Form, signed by both the local Union President or their designee and the Grievant, and given to the Employee’s immediate supervisor. The immediate supervisor shall render the decision in writing within ten (10) working days and give a copy of the decision to the Superintendent or Superintendent’s designee and to the steward and the grievant.
- 8:08 Step 3 - If the grievance is not resolved at Step 2, the steward shall file written appeal with the Superintendent or Designee within ten (10) working days after the steward’s receipt of the immediate supervisor’s answer. Within not more than ten (10) working days, the Superintendent or Designee shall review the grievance, meet and render a decision in writing and give a copy of this decision to the steward and the grievant.

ARTICLE 9 – BINDING ARBITRATION

- 9:01 If the grievance is not settled at Step 3, the AFSCME may, within twenty (20) working days after the receipt of the Superintendent’s decision at Step 3, move the grievance to arbitration by notifying the Board of Education through the Office of the Superintendent of their intent to arbitrate. The School Board’s designee and a representative from AFSCME shall then attempt to mutually select an Arbitrator.
- 9:02 If, within sixty (60) calendar days from the Union’s notice of intent to arbitrate, an Arbitrator has not been found mutually selected, the grievance may then be appealed

by AFSCME to the American Arbitration Association, within the sixty (60) calendar days, to be processed in accordance with its Voluntary Labor Arbitration Rules.

- 9:03 The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and proceedings.
- 9:04 The Arbitrator shall have no authority except to pass upon alleged violation of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.
- 9:05 The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
- 9:06 The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement. The Arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary Employees shall not be subject to arbitration.
- 9:07 The Arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

ARTICLE 10 – COMPUTATION OF BACK WAGES, WORKING DAYS, TIME LIMITS AND STEP ENTRY FOR CLASS ACTION GRIEVANCES

- 10:01 No claim for back wages shall exceed the amount of wages the Employee would have earned at his/her regular rate or result in an increase in the Employee's total remuneration from all sources including unemployment compensation benefits and remuneration from other employment pursued in place of his/her employment with the Employer.
- 10:02 Unless defined differently in a specific section of this Agreement, working days shall be defined as days that any member of the bargaining unit is regularly scheduled to work, excluding Saturday, Sunday and Holidays specified in this Agreement.
- 10:03 Time limits may be waived by written, mutual consent of the parties.
- 10:04 Grievances involving more than one bargaining unit member may be treated as a Class Action and entered into at Step 3 of the Grievance Procedure.

ARTICLE 11 – DISCHARGE AND DISCIPLINE

- 11:01 Notice of Discharge or Discipline. The Employer agrees to promptly upon discharge or discipline of an Employee to notify the Local Union President or their designee. The

Employer agrees that its enforcement of discipline or discharge will be for fair and just cause.

- 11:01:01 All Employees shall be entitled to Union representation prior to any disciplinary action by the Employer.
- 11:01:02 Disciplinary actions will not accumulate of unlike natures.
- 11:02 The discharged or disciplined Employee will be allowed to discuss his/her discharge or discipline with the steward of the district and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or the Employer's designated representative will discuss the discharge or discipline with the Employee and the steward.
- 11:02:01 Any verbal discipline shall be put in written form for record keeping purposes. The Union and management and the Employee shall receive copies of such.
- 11:03 Appeal of Discharge or Discipline. Should the discharged or disciplined Employee consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Union President or their designee to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union or if the decision is not given within the time limits, the matter shall be referred to the grievance procedure at Step 1.
- 11:04 Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions that occurred more than thirty (30) months previously provided, however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered. Written reprimands shall be removed upon the Employee's request from the personnel records after 30 months on file.

ARTICLE 12 – SENIORITY

- 12:01 New Employees hired in the union shall be considered as probationary Employees for the first ninety (90) calendar days of their employment. For the purposes of this section, work day is defined as a day when the probationary employee is regularly scheduled to work. Work days will be extended if the probationary employee is absent during the probationary period. When an employee finishes the probationary period, he/she shall rank for seniority from ninety (90) calendar days prior to the date he/she completes the probationary period. There shall be no seniority among probationary Employees. The ninety (90) calendar day probationary period excludes breaks (one week or longer) where the Food Service Department is not providing meals to students.
- 12:02 Probationary Employees will not become eligible for insurance benefits until the first of the month following the completion of their probation. Probationary Employees will accumulate sick days and vacation days during that period but not utilize them until the

completion of the probationary period. However, probationary Employees will receive appropriate holiday pay.

12:02:01 In any extension of a probationary period, the Union will be notified. The Union may request a meeting to discuss the situation.

12:03 The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Article 2 of this Agreement. The Employer shall have the right to discharge and discipline probationary Employees and the action is not subject to appeal or grievance unless the discharge or disciplinary action is for Union activity.

12:04 Seniority shall be by classification and in accordance with the Employee's first day of hire on a permanent assigned position. Seniority for computation of vacations, holidays and other fringe benefits shall be from date of permanent hire into the Romeo Community Schools. Temporary employees not covered by this bargaining unit are not eligible for fringe benefits.

12:04:01 In the event of a tie in seniority, the tie shall be broken by reference to the table of random numbers (below) and the social security numbers of the involved Employee. The Employee whose number (the last two digits of the social security number) appears first on the table (beginning at the upper left side and moving down the column) shall be deemed to have higher seniority than the other involved Employee(s). In the event that the last two (2) numbers of the social security numbers of the involved Employees are the same, then the first two (2) numbers of the last four (4) shall be used to determine the seniority.

TABLE OF RANDOM NUMBERS

28	24	65	35
92	07	55	43
53	80	54	29
73	33	90	86
62	39	84	77
56	96	01	47
10	81	15	94
74	76	61	87
31	46	09	34
83	70	58	44
32	45	78	60
82	69	51	41
49	13	88	75
98	91	50	52
26	11	21	93
23	00	67	05
22	16	48	99

18	95	63	14
89	64	02	85
71	17	57	19
68	42	27	26
79	20	66	38
08	30	12	37
97	04	36	03
72	06	59	40

12:05 An Employee may not move from one classification to another classification except by the posting process as outlined under Article 18 of this Agreement. Should an Employee move as herein stated, said Employee's seniority in the new classification shall commence with the first day worked in said new classification.

12:05:01 An Employee who has moved from one classification to another classification and moves back to his/her original classification within thirty (30) calendar days shall retain the seniority he/she had accumulated in the original classification. Seniority for these days worked in the trial classification shall be credited to the original classification.

12:05:02 Preferential seniority, against layoffs only, shall be granted to the president.

12:05:03 The Classifications are as follows:
a. Cooks Classification
b. Food Service Associate
c. Cafeteria drivers
d. Central Kitchen Coordinator

12:05:04 Any Employee who changes classification, and in the opinion of the Employer does not satisfactorily complete the trial period in the classification to which he/she has changed, will be returned to his/her previous classification. If the Employer reverts an Employee to his/her previous classification after the trial period, it may be subject to the grievance procedure. His/her salary shall revert to that of the previous classification and his/her seniority shall not be affected. The trial period shall be for a period of fifteen (15) working days.

12:05:05 An Employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed the probationary period in the classification from which he/she has been promoted.

ARTICLE 13 – SENIORITY LISTS

13:01 Seniority shall not be affected by the race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), marital status or the dependents of the employee, parental status, national origin, age, disability, height, weight, family medical history or genetic information, political affiliation, military service, other non-merit-based factors or any legally protected characteristic.

13:02 The seniority lists on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to Seniority.

13:03 The Employer will keep the seniority list up-to-date at all times and will provide the local union president with a seniority list every September and February and will post seniority lists in each building.

ARTICLE 14 – LOSS OF SENIORITY

14:01 An Employee shall lose his/her seniority for the following reasons:

14:01:01 The Employee quits or retires.

14:01:02 The Employee is discharged and the discharge is not reversed through the grievance procedure.

14:01:03 The Employee is absent for three (3) consecutive working days without notifying the Employer. Such absence results in automatic discharge and the Employer will send written notification to the Employee at his/her last known address that his/her employment has been terminated, and the Employee has lost seniority.

14:01:04 If the Employee does not return to work when recalled from layoff, as set forth in the recall procedure.

ARTICLE 15 – LAYOFFS AND CHANGES IN WORK FORCE

15:01 Layoffs shall mean a reduction of the work force.

15:02 Should it become necessary for a layoff, the following procedure shall be effective:

15:02:01 Temporary and probationary Employees in the affected classification shall be immediately laid off.

15:02:02 The required number of seniority Employees shall be laid off from the affected classification beginning with the least senior Employee.

15:02:03 Any employee identified for layoff shall be able to exercise seniority rights to bump any employee with less seniority in, first, his/her classification and second, providing he/she has seniority in the classification into which he/she is bumping.

If he/she cannot bump within his/her current classification, he/she may bump a less senior employee in another classification in which he/she has seniority.

15:02:04 The least senior Employees, who remain unplaced after the reduction in the required classification(s) and bumping is completed, shall be laid off.

15:03 The above layoff procedure does not apply to the normal reduction of the work force during the time school is not in session.

15:04 Employees to be laid off from their regular duties for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Local Union President

shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.

15:05 Should a position be eliminated, said Employee affected shall be considered laid off and shall be allowed to use his/her seniority rights to bump as stated above.

ARTICLE 16 – RECALL PROCEDURE

16:01 Should the working force be increased after a layoff; Employees shall be recalled in the inverse order of the layoffs.

16:02 The most senior Employee shall be recalled, after the posting and bidding process, to the next available opening in the classification from which the Employee was laid off.

16:03 Recall will be by written notice sent by email and shall require that the Employee report for work within ten (10) days after the date of delivery or proof of non-delivery.

16:04 Recall rights shall extend for four (4) years. If a national disaster occurs that closes the District, the Union and District agree to meet and discuss the language.

ARTICLE 17 – TRANSFERRING OUTSIDE OF BARGAINING UNIT

17:01 When an Employee accepts a position with the Employer outside of this bargaining unit, they shall have fifteen (15) working days to accept or decline the new position. Within the fifteen (15) working days they will be allowed to transfer back into an open position within the bargaining unit with no loss of seniority or benefits.

However, if an Employee goes beyond the fifteen (15) working days and wishes to transfer back into the bargaining unit, they may apply for a vacant position within the unit but shall only be considered after all qualified bargaining unit applicants have been offered the vacant positions. While their years of service with Employer will count toward their benefits, their unit seniority will start the date they re-enter into this bargaining unit.

ARTICLE 18 – TRANSFER AND PROMOTIONS

18:01 DEFINITIONS

18:01:01 Transfer: Transfer is a lateral move defined as a movement with no change in classification or pay rate. Seniority and qualifications shall be used in considering Employees for a lateral move. An employee shall be given a trial period of fifteen (15) working days.

18:01:02 Promotion: Promotion is an upward change in job classification and/or division that results in an increased rate of pay. An Employee will be given a trial period as outlined under Promotion.

18:01:03 Qualifications: Qualifications shall include but will not be limited to discipline record, individual evaluations, overall work record, previous experience, and past 24 months' discipline and attendance record.

- 18:02 Vacancies: The Employer will publicize all vacancies within the Bargaining Unit by posting in all buildings of the district. Employees may apply for the vacancy.
- The notice of the position shall be posted for a period of five (5) working days, setting forth the job title, location, hours of employment, rates of pay and general qualifications necessary to perform the job. Where possible, the position shall be filled within five (5) days from the expiration of the posting.
- 18:02:01 Consideration for a vacancy shall be within the Employee classification. Should the vacancy not be filled within the classification, Employees from other classifications in the division will be considered prior to new hires, provided they meet the qualifications.
- 18:02:02 The Employer agrees to give due weight to the qualifications of all applicants.
- 18:02:03 Employees going on vacation are urged to notify the Union President or their Steward, as to their address while on vacation, if they wish to be notified of vacancies which may occur while they are gone.
- 18:03 Transfers
- 18:03:01 Transfers to a posted vacancy through the bidding process shall be permitted within each classification in order of seniority. An Employee who transferred shall be given a fifteen (15) working day trial period in which to demonstrate his/her ability to perform the duties of the job. The Employer shall have the right at any time during the trial period to revert the Employee to his/her previous permanent position if, in the opinion of the Employer, the Employee's work performance is not satisfactory. The Employee shall have the right at any time during the trial period to revert to his/her previous permanent position if he/she so desires.
- 18:03:02 If the Employer reverts the Employee to his/her previous permanent position after his/her trial period, it may be subject to the grievance procedure.
- 18:03:03 Any Employee who has reverted back to his/her previous permanent position during his/her trial period may not apply for a similar position for a period of at least six (6) months.
- 18:03:04 There will be guaranteed training conducted by Management. If Management utilizes bargaining unit personnel in the training process that selected person must willingly accept the trainee.
- 18:03:05 An Employee may be granted a maximum of two (2) moves during any given fiscal year July 1 – June 30. Note: A maximum of only one (1) temporary move within the above specified two (2) moves will be allowed. (No more than any combination of two (2) moves will be allowed.) This restriction does not prohibit an Employee from a promotional change.
- 18:03:06 The only moves that will be recognized as moves are the ones that are "bid" on for posted positions.

- 18:03:07 Employees may only hold one (1) temporary position and one (1) permanent position. Employees may bid on a second temporary position and, if awarded, Employee must give up rights to the first temporary position. The first temporary position will then be posted for seniority bid.
- 18:03:08 Employees, during their probationary period as a new hire, shall complete their probationary period in that building and may be granted only one (1) transfer during the remaining fiscal year July 1 – June 30. Thereafter, they shall follow the language under Transfers.
- 18:04 Promotions. The Employer agrees to use qualifications and seniority in considering Employees for promotion. Seniority will govern when qualifications are equal. An Employee being promoted to a higher paying classification or promoted within their classification shall be given a trial period of up to twenty (20) working days in which to demonstrate his/her ability to satisfactorily meet the standards and perform the duties of the job. The Employer shall have the right at any time up to the conclusion of the trial period to revert the Employee to his/her former classification or previous permanent position within their classification if, in the opinion of the Employer, the Employee's work performance is not satisfactory. During the period, the Employee shall receive the pay rate for the job he/she is performing. The Employee shall have the right at any time during the trial period to revert to his/her former classification or previous permanent position within their classification if he/she so desires.
- 18:05 Temporary Positions
- 18:05:01 Temporary positions have been created to replace an Employee who is absent from his/her position for consecutive periods of thirty (30) working days or more, and shall be posted within five (5) days of written notification to the Employee Services Office.
- 18:05:02 If management is made aware with doctor's verification that an Employee will be absent thirty (30) working days or more, the position will be posted immediately.
- 18:05:03 Should an employee be on long-term disability for a period exceeding 12 consecutive months, the district shall have the option to fill the employee's position. At such point in time that the employee returns to work, the employee shall bump the position of the least senior bargaining unit employee that does not result in a loss of wages.
- 18:05:04 Employees who are currently part of the bargaining unit and who fill temporary positions will be eligible for all fringe benefits in the temporary position.
- 18:05:05 Employees transferring to a temporary position for twenty (20) working days or less shall return to their previous permanent position and will not lose any seniority.
- 18:05:06 Upon completion of the temporary position, the Employee will revert back to his/her previous permanent position.
- 18:05:07 The seniority of an Employee taking a temporary position within the same classification will not change. Employees transferring to a temporary position outside their classification shall have twenty (20) working days to revert back or management may

revert them back without loss of seniority. If an Employee stays in a temporary position outside his/her classification after fifty (50) working days, his/her seniority shall start from the first (1st) day in the temporary position, and his/her seniority will be frozen in his/her regular classification.

- 18:05:08 No fringe benefits of any kind will be given to any temporary Employee who is not a member of the bargaining unit.
- 18:06 Bid Day: Should either the Union or the District decide there is a need to hold a bid day, both parties will meet and agree to the necessity for holding a bid day. If both parties agree, a bid day shall be scheduled, rules shall be defined and documented. Should either side disagree, the Executive Director of Employee Services and the Staff Representative from AFSCME will make the final decision on whether to hold a bid day. If the decision is not to hold a bid day, then the posting process shall ensue. If both parties agree, a bid day shall be scheduled, rules shall be defined and documented. Should an employee choose not to bid on a position, the District and Union will deem this as a resignation of employment and rescinding the resignation shall not be allowed.

ARTICLE 19 – NEW/SUBSTITUTE/TEMPORARY POSITIONS

- 19:01 New positions in the bargaining unit may be established by the Employer.
- 19:02 Upon creation of a new position, the Employer and Union will meet to negotiate an appropriate wage rate and classify the position. In the event that agreement is not forthcoming, within fifteen (15) calendar days, which shall include three (3) meetings, if necessary, it shall become a proper matter for the grievance procedure.
- 19:03 Part-time employees will be considered for substitute/temporary positions with the following guidelines:
- 19:03:01 The positions shall not be in conflict with the employee's regular work schedule.
- 19:03:02 The addition of the substitution hours to the employee's regular schedule does not put the employee into overtime wages.
- 19:03:03 Article 30:05:01 - The definition of overtime shall not apply to hours worked under this section.
- 19:03:04 Article 30:05:02 - The definition of overtime will apply to hours worked under this section.

ARTICLE 20 – LEAVES OF ABSENCE

- 20:01 Leaves of absence shall apply for all members of the bargaining unit.
- Written application must be made to the Superintendent of Schools or Designee. Upon written application, at least ninety (90) days' period to the expiration of the leave, the Superintendent or Designee may, at his/her discretion, extend the leave of absence period for one (1) additional year.

- 20:01:01 Scheduled salary adjustments, seniority and retirement credit are not allowed for such a leave.
- 20:01:02 An Employee who accepts other employment while on leave of absence shall lose his/her seniority with the district and shall be discharged.
- 20:02 Personal Leave. Employees may be granted a leave of absence for personal reasons, without compensation or other benefits, for a period of up to one (1) year, provided it does not injure the program of the school. This leave will not be available to employees in their first two (2) years of employment in a position governed by this contract.
- 20:03 Return from Personal Leave. An Employee granted a leave of absence for a full semester or more must give written notice to the Superintendent or Designee at least thirty (30) calendar days prior to the expiration of the leave that he/she expects to return at the expiration of the leave. The absence of such notification shall be deemed as a resignation by the employee.
- 20:03:01 Upon his/her return from a voluntary leave of absence, the Employee will be given the assignment he/she held before going on a voluntary leave of absence, if available. Should the returning Employee refuse this position, the obligation of the district shall be ended.
- 20:03:03 Peace Corps Leave. A leave of absence will be granted for up to one (1) year to any Employee who joins the Peace Corps as a full-time participant in such a program. Such leave will be considered for extension as outlined in Section 01 of this article.
- 20:03:04 Veterans Leave. Veterans will be entitled to reemployment rights as provided by law.

ARTICLE 21 – SICK LEAVE AND PERSONAL DAYS

- 21:01 It is understood that sick leave and personal days are converted to hours.
- Employees absent from duty on account of personal illness or other reasons set forth in this article shall be allowed such leave as set forth in this article.
- 21:01:01 Full-time who are ten-month Employees, shall be granted one (1) day sick leave per month, per working year. It is understood that the ten (10) days will be added on for the school year on October 1, to those days which were previously accumulated. Two days of the employee's sick days may be used as personal days. If the District adds a 12-month position for this bargaining unit, the District and Union agree to negotiate a letter of agreement.
- 21:02 Part-time cooks, food service associates, central kitchen coordinator and cafeteria drivers who work 10 months per year, will have ten (10) days added on October 1 to those days previously accumulated. Up to two days of the employee's sick days may be used as personal days. These days are prorated if hired after September 15th.
- 21:03 Accumulation of sick days shall be capped at one hundred fifty (150) days.

- 21:04 Sick days will be granted for:
- 21:04:01 Personal illness or quarantine of Employee or Employee's living quarters.
- 21:04:02 To provide care for a parent, child or spouse of an Employee for one (1) day in case of illness or accident when there is no one else available to take care of them. A maximum of four (4) days per year may be used for this purpose or as defined under the Family Medical Leave Act or the Paid Medical Leave Act.
- 21:04:03 Under the Family Medical Leave Act, the employer requires the employee to use any/all accrued paid time off in conjunction with Family Medical Leave time off.
- 21:04:04 Employees may accrue sick and vacation days for the first six (6) months they are paid disability insurance and Workers Compensation by the Board of Education carriers. After that time, accrual of sick and vacation days will discontinue.
- 21:05 Each employee shall be notified via their paycheck as to his/her accrued number of sick days. The employee may access their payroll check information through the payroll portal.
- 21:06 Any Employee covered by this sick day policy not fulfilling his/her contract, either by resignation or dismissal, will have his/her sick days prorated for the year and shall be required to pay back to the Employer all sick day payments of which he/she is not entitled.
- 21:07 The Employer requires that an Employee ill for more than three (3) consecutive working days, before returning to work, present the Employer with a certificate of good health from the attending physician indicating that the Employee is physically and mentally able to return to work.
- 21:08 Employees are required to notify their immediate supervisor of their absence, two (2) hours prior to shift starting, due to illness in time for other arrangements to be made. Failure to notify the supervisor prior to shift beginning time may result in loss of pay for the full shift.
- 21:09 An Employee taking no more than one (1) sick day in a school year will receive one (1) bonus day the following school year. An Employee taking no sick days in a school year will receive two (2) bonus days the following school year. Such days shall be accumulated up to five (5). Any days earned beyond five (5) days shall be placed in the individual's sick bank.
- 21:10 The request for personal days shall be made to the supervisor at least one (1) week in advance in the time keeping system. Emergency requests of less than one (1) weeks' notice may be granted. Existence of an emergency will be determined by the Employer.
- 21:11 Unanticipated District Closures. When schools are closed because of inclement weather or other emergency causes, the employee may use up to five (5) accumulated sick days, for this purpose per school year.

- 21:12 Employees may utilize bonus days for payment on snow days for which they normally would not be paid. The employee must submit bonus day usage in the time keeping system.
- 21:13 If all available sick/personal days are exhausted, the employee shall not take any unapproved unpaid days without providing medical documentation. Failure to provide medical documentation may result in disciplinary action.
- 21:14 Family and Medical Leave Act (FMLA). The district will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave act of 1993 (FMLA). All requests for sick leave will be made to the Superintendent or designee. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided.
- 21:15 Paid Medical Leave Act (PMLA). The district will grant up to 40 hours of paid medical leave to be frontloaded on July 1st of each year. Paid leave must be used in a minimum of one-hour increments. Carryover from year to year of unused leave days shall not be permitted. Employees may take paid medical leave for physical or mental illness, injury, or health condition of the employee or his or her family member, medical diagnosis, care, or treatment of the employee or employee's family member, preventative care of the employee or his or her family member, closure of the employee's primary workplace by order of a public official due to a health emergency, to care for his or her child whose school or place of care has been closed by order of a public official due to a public health emergency, the employee's or his or her family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider. For domestic violence and sexual assault situations, employees may use paid medical leave for any of the following: Medical care of psychological or other counseling, receiving services from a victim service organization, relocation and obtaining legal services, participation in civil or criminal proceeding related to or resulting from a domestic violence or sexual assault.

PMLA is not in addition to Sick Leave and Personal Days in Article #21.

ARTICLE 22 – MEDICAL LEAVE

- 22:01 Employees on a leave of absence for medical reasons are covered under the sick leave policy. If the illness extends beyond the sick leave policy and the employee is deemed eligible for LTD insurance, he/she will be allowed leave for a maximum of two (2) years and the district will continue their medical insurance for 90 days from the date of LTD commencement. If the employee currently has prorated medical insurance costs, that same proration will continue during that period.) An employee may continue at his/her own expense, dental and vision coverage while on LTD at the COBRA rate, effective the first of the month following his/her LTD eligibility.

The Employer will continue health, vision, LTD and dental insurance coverage premiums for employee until such time as an LTD determination is received. Employee must maintain any prorated medical insurance costs during this period. If an employee is not deemed eligible for LTD coverage, with the exception of those who qualify for FMLA, he/she will be responsible for reimbursement of employer-paid insurance premiums during that period if employee was on an unpaid status.

- 22:01:01 The Employer is given the right to have an examination of an employee sick for any length of time by a physician of its own choosing at the Employer's expense.
- 22:01:02 Should the Employee challenge the Employer's selected physician's report; the following procedure will be employed:
 - 22:01:02:01 The Employee may elect to be examined by a physician of the Employee's choice at the Employee's expense.
 - 22:01:02:02 If the report of the Employee's and Employer's physicians are in conflict or disagreement, the Employer may have the Employee examined by a mutually agreed to appropriate specialist in the field of dispute for final determination of the matter. Recommendation of the agreed upon specialist shall be binding on the parties. Cost of the examination shall be borne by the Employer.
- 22:02:03 Return from Medical Leave. An Employee returning from a medical leave of absence must notify the Superintendent or Designee with a doctor's statement.
 - 22:02:03:01 Upon his/her return from a medical leave of absence, all Employees will be returned to his/her same job that he/she left. The current Employee holding said temporary position shall return to his/her former position.

ARTICLE 23 – WORKER'S COMPENSATION

- 23:01 In the event an Employee loses time as a result of illness or injury incurred in the course of his/her employment, for which the Employee receives benefits under the Michigan Workers' Compensation Act, the Board will allow Employee to have the option (in writing) of being paid the difference between the amount paid for compensation and the amount normally earned on a straight-time basis as long as the individual has days remaining his his/her individual sick bank. A prorated amount of time shall be deducted from his/her sick bank for each day of absence. When Employee is released to return to work after having been absent on Workers' Compensation disability, he/she will be reinstated to the position held prior to his/her injury.

ARTICLE 24 – CHILD CARE LEAVE

- 24:01 An Employee shall notify their Supervisor and the Employee Services Office, in writing, as to the date of expected child care leave.
- 24:02 Upon written request, the Employee may be granted a child care leave of absence for a period not to exceed one (1) year. No salary will be received during the time of the child care leave. Time on child care leave shall not be counted for service and salary

increments. The employee understands that his/her position will not be held for him/her during the child care leave. The employee shall be eligible to return to the district to the first open position in which they hold the proper qualifications.

24:02:01 This leave is not available to an employee until he/she has completed two (2) full calendar years of employment.

ARTICLE 25 – BEREAVEMENT DAYS

25:01 The Board of Education shall provide up to five (5) days with pay in case of the death of a husband, wife, child, father, mother, sibling. The Board of Education shall provide up to three (3) days with pay in case of the death of a father-in-law, mother-in-law, grandchild, grandfather, grandmother, spouse's grandparent, brother-in-law, sister-in-law, step mother, step father, step sister, step brother, step child/children, step grandparent, or a member of the immediate household not related. One (1) day per incident shall be provided in case of the death for all other incidents. Under extenuating circumstances, additional time may be granted using accumulated sick days and/or vacation days.

ARTICLE 26 – OTHER ABSENCES

26:01 Absence for jury duty by an Employee will not be chargeable to the sick leave allowance. The employee who serves on jury duty shall receive his/her pay from the Employer, the employee shall submit to the payroll department the endorsed juror fee check.

26:02 The Union President or their designee will be granted time off to attend Union conferences or conventions. Application should be made in writing at least two (2) weeks prior to the meeting date. Available Union Business Time may be used for this purpose. Deduction of the daily wage will be made for all time lost when Union Business time has been exhausted. All necessary expenses shall be borne by the Union. The Union President or their designee acknowledges that retirement service credit will be lost for Union Business conducted during work hours unless the district is reimbursed those sums paid to the Retirement Board.

26:03 When an employee's attendance at an educational conference or convention is approved by the Superintendent or Designee, the time spent will not be deducted from the sick leave allowance and necessary expenses will be paid by the Employer.

26:04 Employees who are required by the Employer to attend classes, workshops or in-service training will be compensated at the appropriate rate for all hours required.

26:05 Weather Days. See Article 21.

26:06 Any absences resulting in greater hours shall first be filled by moving all other seniority Employees in that job classification up to fill that position or any subsequent position in that kitchen. If no one in that job classification accepts the hours, other regular seniority employees in the food service area in that building who are trained and qualified shall be called before substitutes.

26:07 In the event a Food Service Employee is absent due to sickness, vacation, or personal reasons, substitutes will be called. In a school where only two (2) cooks are assigned, the cook who is not absent can be assigned additional hours of the absent cook's schedule before the substitute cook is assigned hours of work.

ARTICLE 27 – HOLIDAYS

27:01 Holidays paid for by the Employer at a regular rate of pay shall apply to full-time and part-time employees who are regularly employed, during the life of this Agreement. The following days shall be celebrated as holidays:

Good Friday
Labor Day (if school begins before Labor Day)
MLK Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas day
New Year's Eve
New Year's Day
Memorial Day

27:02 It is understood that when a holiday falls on a Saturday, it shall be celebrated on Friday. When it falls on a Sunday, it shall be celebrated on Monday.

27:03 In order for an Employee to be paid for any holiday(s), the following format must be followed:

27:03:01 Employees must work a full day on their last regular work day before a holiday and work a full day on their first day following a holiday (approved vacation is considered a regular work day), except in cases of emergency. In case of emergency, employees shall be allowed to use accrued sick days by submitting appropriate medical or other documentation to the Employee Services Department.

27:03:02 If the holiday falls within a vacation or other approved leave, the employee must work the last scheduled day before the vacation/approved leave and the first scheduled day after the vacation/approved leave.

27:04 If for any reason classes are in session during any of the above days, Employees will be expected to report for work at their regular rate of pay. Other days will be determined as holidays by mutual agreement should this occur.

ARTICLE 28 – VACATION

28:01 **Full-Time** - Vacation for full-time/part-time employees will normally be taken during summer season or at other times when school is not in session. Vacation requests for other times of the year will be considered provided all operational assignments can be covered adequately. Where there are fewer than four (4) Employees in any classification, no more than one (1) may be off at one time. Employees who do not use

all of their vacation time during the year. Employees may choose to cash out up to five (5) days of unused vacation and rollover the balance, or rollover the entire balance. All requests must be submitted in writing by April 1st to the Executive Director of Employee Services. If no choice is selected all remaining vacation days will be cashed out payable on the first check in June each year.

28:01:01 Employees are required to submit requests for vacations at least one (1) week prior to the day(s) requested; however, other requests will be considered according to 1st request.

28:02 In the event of resignation or dismissal, accrued vacation time shall be granted.

28:03 Employees may accrue sick and vacation days for the first six (6) months they are paid disability insurance and Workers' Compensation by the Board of Education carriers. After that time, accrual of sick and vacation days will discontinue.

28:04 Full-Time Employees.

All regularly employed full-time employees employed on a twelve (12) month basis will be granted vacations, according to the following schedule:

1 -3 years:	Ten (10) vacation days
4 -6 years:	Twelve (12) vacation days
7 – 9 years:	Fourteen (14) vacation days
10 years +:	Fifteen (15) vacation days

28:04:01 An employee, as described in 28:04 above, who has been employed by the school district less than one (1) year as of July 1, will be granted vacation at the rate of 5/6ths per month of employment or major fraction thereof worked in the preceding period between July 1 of one year and July 1 of the next, but not to exceed ten (10) working days.

28:04:02 **Part-time** employees hired before September 1, 2006 do not need to meet a minimum number of hours to be eligible for vacation. Part-time employees hired between September 1, 2006 and March 5, 2013, working a minimum of four (4) hours per day will be eligible to earn vacation. Employees hired after March 5, 2013, working less than 52 weeks per year, are not eligible for vacation.

28:05:03 For eligible **part-time** employees, vacation will begin to accrue the first day of the following month. Eligible part-time employees will earn vacation based on the years of service and scheduled hours with the school district according to the following schedule:

1-3 years:	Five (5) vacation days
4-6 years:	Six (6) vacation days
7-9 years:	Seven (7) vacation days
10-11 years:	Eight (8) vacation days
12-13 years:	Nine (9) vacation days
14-15 years:	Ten (10) vacation days

28:05:04 For part-time employees' vacation will normally be taken during summer season or at other times when school is not in session. Employees who do not use all of their vacation time during the year employees may choose to cash out up to five (5) days of unused vacation and rollover the balance, or rollover the entire balance. All requests must be submitted in writing by April 1st to the Executive Director of Employee Services. If no choice is selected all remaining vacation days will be cashed out payable on the last first check in June each year.

28:06 **Full-Time/Part-Time:** Vacation periods must be earned in the previous school year (July 1 to June 30).

28:06:01 **Full-Time/Part-Time:** Vacation can be accrued up to 30 days

ARTICLE 29 – RETIREMENT

29:01 An Employee retiring under the Michigan Public School Employee's Retirement Act shall receive \$50.00 for each year of service in the school district. This will be prorated for part-time Employees. Eligible employees shall notify the Employee Services Department in writing at least 60 days in advance of their retirement to be eligible for the \$50.00 for each year of service to the school district, unless otherwise defined under the Family and Medical Leave Act (FMLA).

29:02 Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employee's Retirement Act, or in the event of the death of the Employee, any Employee with ten (10) calendar years of service or more may redeem all unused sick days at twenty-five percent (25%) of the Employee's daily rate per unused sick day up to one hundred twenty (120) days. In the event of death, the estate will be given the money.

29:03 Whenever possible, the Board and the Union will notify one another of an impending retirement of any Union member.

29:04 Longevity shall be paid to the date of retirement.

ARTICLE 30 – WORK SCHEDULE AND OVERTIME COMPENSATION

30:01 All Employees shall have regular starting and quitting times. Employees are expected to be at their regularly assigned buildings at their scheduled starting times. Starting and quitting times will not be adjusted after October 1st except as such changes are mutually agreed to by the Union and the Employer.

30:01:01 Half-days (1/2 days) – When a building is closed for a half-day day and other buildings are open, employees of the building that have a half-day shall be asked to work on a voluntary basis. Should no one volunteer for the position, then the employee shall be required to work based on lowest seniority in the classification. A signup sheet shall be provided for all half-days at the beginning of the school year welcome back. If there are not enough volunteers for each half day, then management will start at the lowest seniority employee in rotation to fulfill the district needs.

- 30:01:02 If an activity is scheduled during breaks, Employees will be given the option of working on a voluntary basis. If no Employee volunteers, the activity will be filled by the lowest seniority within the district.
- 30:02 Employees who are working a scheduled shift but are sent home because of no work will be paid one-half of their normal shift of work, or the amount actually worked, whichever is greater, but in no case less than two (2) hours.
- 30:03 An Employee called for emergency purposes outside of his/her regular shift will be guaranteed at least two (2) hours pay.
- 30:04 Overtime will be paid on the check following overtime worked as follows;
- 30:04:01 Time and one-half will be paid as follows:
For all hours over eight (8) in one (1) day.
For hours worked in excess of forty (40) hours in one (1) week.
Working on Saturday.
There shall be no pyramiding of overtime.
- 30:04:02 Double time will be paid as follows:
For all hours worked on Sunday.
For all hours worked on holidays. Time worked on holidays will be double time plus holiday pay.
- 30:04:03 Summer hours: The district has the option to schedule a four-day work week from the last student day of school at the end of the year to the first student day at the beginning of the year. It is understood that the workdays will last for ten (10) hours each day. It is also understood that employees will not receive overtime pay for the work eight (8) hours each day during this period.
- 30:04:04 When any person is transferred into a building for a temporary assignment, they will be added to the overtime rotation on the list according to where their district-wide classification seniority places them on the individual building rotation list.

ARTICLE 31 – COMPENSATION SCHEDULE

- 31:01 All Employees of the bargaining unit will receive benefits based on their regular hours worked, determined after thirty (30) days in the position.
- 31:02 Should an Employee be promoted to a higher classification; the Employee will move to the step of the new classification in accordance with the Employee's number of years of service in the district.
- 31:03 When an Employee is assigned to work in a higher classification, the Employee shall receive the rate of pay for the higher classification. When an Employee works in a lower classification, the Employee will receive his/her regular rate of pay.

- 31:04 Compensation schedules are show on Appendix I.
- 31:05 In the event the entire district converts to direct deposit and paperless environment, all employees shall receive their pay via direct deposit and receive their payroll data/voucher via electronic means.
- 31:06 Certification and Stipends
- 31:06:01 The employer agrees to pay for any cost (this includes class fee, mileage out-of-district and hourly rate) associated to maintain or obtain any certification that may be required of an employee in their current position. An employee is solely responsible for any costs to obtain or maintain a certification they choose to pursue on their own in an effort to enhance their qualifications for promotion to another position.
- 31:06:02 The renewal of required certifications is the responsibility of the employee. Failure to renew required certifications before they expire will result in a loss of any stipend(s) associated with the certifications. Failure to renew required certification(s) before expiration will result in disciplinary action. Stipend for certification(s) will be paid to the employee when assigned to a position requiring the certification.
- 31:06:03 Voluntary certifications for which a stipend is paid are the responsibility of the employee. Failure to renew voluntary certifications before they expire will result in a loss of any stipend(s) associated with the certification.

ARTICLE 32 – LONGEVITY

- 32:01 Longevity for all full time Employees based on completed years of service.

Employees eligible for initial longevity payment on or after 9/15/2009	
8 years	.35 per hour
10 years	.45 per hour
12 years	.55 per hour
14 years	.65 per hour
16 years	.75 per hour

Part Time Employees Longevity: The Board of Education will provide longevity pay as spelled out for full-time employees except that it will be based on a basis considering the fractional part of the day worked. For example, an employee who has worked for ten (10) years for the district and is presently working four (4) hours per day, the following formula will apply to determine longevity pay:

Contract Schedule X Portion of Day

$$10 \text{ years} = \$600 \times 4 \text{ hours (50\%)} = \$300$$

- 32:02 Longevity payments to be made on the first payday after the anniversary date for eligible employees hired prior to September 15, 2009. Longevity payments to be made

on the first payday after the anniversary date for eligible employees hired on or after September 15, 2009.

- 32:03 Longevity shall be paid to date of retirement.
- 32:04 An Employee on an approved unpaid leave shall not receive their longevity until they return to work.
- 32:05 An Employee off on a paid medical leave or Workers' Compensation, excluding LTD, shall be paid their longevity under the following conditions:
 - 32:05:01 Full-time employees must have available a minimum of eight (8) hours sick or vacation time within the immediate two (2) weeks prior to their anniversary date.
 - 32:05:02 Part-time employees must have available a minimum of their calculated benefit hours of sick or vacation time within the immediate two (2) weeks prior to their anniversary date.

ARTICLE 33 – FOOD SERVICE DIVISION EMPLOYEES

- 33:01 General
 - 33:01:01 The Food Service Division has four (4) classifications: (1) Cook and (2) Food Service Associate, (3) Cafeteria Driver, and (4) Central Kitchen Coordinator. In the cook classification there are the sub classifications of: Senior High Head Cook Leader, Senior High Cook, Senior High Assistant Cook, Middle School Head Cook Leader, Middle School Cook, Middle School Assistant Cook, and Elementary Cook.
 - 33:01:02 Food Service working hours shall be established and assigned in classification by the Food Service Director in accordance with the building schedule and cafeteria needs at the beginning of the school year.
 - 33:01:03 All Food Service extra hours during the regular lunch program shall be assigned by seniority in job classification in each kitchen.
 - 33:01:04 When a school is not serving lunches and regular seniority Employees are not working, they shall be called by job classification in to work before any substitutes are called. In the event of a change in schedule, the employer will notify the affected employee(s) no less than three (3) working days prior to the cancellation (except in emergency situations). Failure to notify the employee(s) will result in the employee(s) being allowed to work their regular schedule and to be assigned work within their job classification (except in emergency situations).
 - 33:01:05 A cook will be assigned to work at special events whenever mechanized equipment in the kitchen is used. Examples of this type of equipment are stoves, ovens, steam kettles, mixers, cutters, fryers, and dish machines.
 - 33:01:06 Major appliances will be repaired as soon as possible.

33:01:07 The Food Service Director will schedule the cook's classification personnel to work extra hours a minimum of two (2) times each school year in their assigned kitchen for the purpose of cleaning those facilities when such cleaning cannot be done during their regular shifts. The Food Service Director and Cook(s) will mutually agree on the schedule.

33:01:08 Each kitchen shall be equipped with a portable fan.

33:01:09 Food Service Employees will be allowed breaks and lunchtime according to their scheduled consecutive hours.

4.0 hours - 5.9 hours = one (1) 15-minute break

6.0 hours - 7.9 hours = one (1) 15-minute break and

one (1) 30-minute lunch*

8.0 hours = two (2) 15-minute breaks and

one (1) 30-minute lunch*

The 30-minute lunch break is unpaid time. *

33:01:10 Management will assign the hours for the breakfast program to the classifications of cook and food service associate. These hours will be assigned to Employees within each building already working the lunch program. Seniority will be utilized provided shift times are compatible and no overtime hours will result.

33:02 Food Service Compensation

33:02:01 When a Food Service Employee is assigned to work in a higher sub classification, the Employee shall receive the rate of pay for the higher classification. When the Employee works in a lower classification, the Employee shall receive his/her regular rate of pay.

33:02:02 All hours of work performed in the cafeteria for special events, which are not part of the regular approved Board of Education lunchroom program, will be paid at a rate of time and one-half (1 ½) provided that the time worked is paid for through the payroll department. Overtime for special events will be assigned by job classification.

Exceptions to this provision are:

- a. Extra time assigned to cafeteria personnel for the Board approved lunchroom program.
- b. Extra time assigned for cleaning purposes.

These hours will be paid at the normal hourly rate unless they exceed over eight (8) hours in one day or forty (40) hours in any week.

33:02:03 Hours of work performed for special events shall be divided as equally as possible within the Division among all regular Employees. An updated list shall be posted and maintained at the high school. Whenever work is required for special events, The Food Service Director will send out a notice to all buildings for special events which will state: date, time, place and type of special event as well as the deadline for applying. Any regular Employee who would like to work the event will contact the Food Service Director and be placed on the list to do so. Once the notice time is up, the Food Service Director will contact the person(s) with the most seniority and the least amount of special event hours will be called first and so on down the list in an attempt to equalize the hours. Special event hours will revert to zero (0) at the beginning of each school year.

No outside catering company will be able to work in any Romeo Community Schools Kitchen without the presence of a Romeo Community Schools Food Service Employee.

33:02:04 All hours worked on Saturday will be compensated for at the rate of one and one-half (1 ½) times the regular hourly rate. Any hours worked on Sunday will be compensated for at the rate of two times (double time) the regular hourly rate. Any hours worked on holidays shall be compensated at the rate of two times (double time) the regular hourly rate in addition to holiday pay.

33:02:05 Food Service Employees attending meetings at the request of the Employer, outside of their regular working hours, will be paid for at their regular rate.

33:02:06 The Employer will pay for the annual physical examination required for the Food Service Cafeteria Driver. Such examination will be by a physician or physicians designated by the Employer. However, Employees wishing to have a more thorough examination by their own physician or the physicians designated by the Employer, will be allowed up to the amount charged by the designated physician. The first such examination prior to the beginning of employment shall be at the Employee's expense.

33:02:07 The Employer agrees to pay for any cost pertaining to certification that is required to fulfill the position.

33:03 Professional Development: Training and ServSafe Certifications

33:03:01 In accordance with USDA Policy 80 FR11077 for professional standards all food and nutrition staff are required to meet yearly professional standards.

33:03:03 ServSafe Certifications:

Head Cooks, Cooks, and the Central Kitchen Coordinator are required to pass the ServSafe Manager course and the ServSafe Allergen course. Assistant Cooks are required to pass the ServSafe Food Handler course. All food service employees are encouraged to take the ServSafe Manager course or the ServSafe Food Handler course at the district's expense. Employees changing classification are required to pass the required certification tests within sixty (60) calendar days. Should an employee fail a course, the district will pay for the employee to retake the test once. Employees with

an inability to pass the required certifications, after two (2) attempts, will be moved to their previous classification.

33:03:04 Classes for certification or recertification will be offered by Romeo Community Schools annually. Certification or recertification classes may also be offered at other times throughout the year when needed.

ARTICLE 34 - UNIFORMS

34:01 Beginning with 2020 school year and until otherwise agreed to as provided below:

Dress Code:

As an employee of Romeo Community Schools Food Service Program, we expect you to present a clean and professional appearance at all times. All Food Service staff are required to dress specified by the following guidelines. Please note it is your responsibility to keep your uniform neat and clean at all times.

34:01:01 **Appropriate Attire for all Food Service Staff:**

Pants: Dark colored pants or capris made from a cotton and/or cotton/polyester blend. No cargo, yoga, skirts or shorts will be allowed. This is for your own safety in the kitchen.

Shirts: Cotton and/or cotton/polyester blend solid in color or school spirits shirts. No beading, glitter and any other items hanging off the shirt.

Shoes: Must be slip resistant shoes any color.

Hair, Jewelry and Fingernails: Shall follow the current Food Code.

34:01:02 **Appropriate Attire for Cafeteria Driver:**

Pants: jeans or dark colored pants made from a cotton and/or cotton/polyester blend.

Shirts: Plain solid color cotton or school spirit short or long-sleeve shirt. Flannel shirt may be worn during the colder months.

Shoes: Must be slip resistant work boots any color.

34:01:03 **Casual Friday:**

Jeans that are free from rips and/or tears. School spirit shirts that meet the above criteria and slip resistant shoes.

Remember that each employee is essential to the success of our Food Service Program and those of you who serve our guests directly are the public image of RCS Food Service Program.

It is the intent of this policy to comply with applicable federal, state, and local laws prohibiting discrimination on the basis of race, religion, sex (including pregnancy, sexual

orientation and gender identity), national origin, disability, age and any other status protected under such laws.

If an employee requires an accommodation relating to the dress code for any reason, the employee should speak with the RCS Food Service Director. If the accommodation is under ADA, the employee should contact the Executive Director of Employee Services.

34:02 Food Services Department. At the beginning of each school year, all cook classifications, food service associates, central kitchen coordinator and cafeteria driver personnel will be paid an allowance of \$175.00 toward uniforms and shoes.

34:03 **Aprons:**
Aprons will be provided when necessary.
Upon hire all cook classifications will receive five (5) aprons and food service associates shall receive two (2) aprons.

For current employees in need of new apron(s), the employee shall contact the Food Service Director and inform the Director of their need for new apron(s). The employee is required to turn in old apron(s), in order to receive new apron(s).

34:04 **Safety Shoes:**
All Employees' shoes must be OSHA/slip resistant compliant.

ARTICLE 35 - INSURANCE

35:01 Eligibility: For purposes of determining eligibility for the insurance provisions of this section, it is understood that a full-time Employee is defined as someone who works ten (10) months per year for the Employer, at eight (8) hours per day, five (5) days per week, and is not a full-time Employee of any other organization. The Employee is responsible for completing the necessary insurance application forms. It shall further be the Employee's responsibility to report immediately to the Employer all changes in his/her current insurance status (example: divorce, birth, etc.).

35:01:01 Employees hired on or after March 12, 2013, working less than five (5) hours per day, are not eligible for any insurance benefits.

35:02 **MEDICAL: Hospitalization Insurance.** Upon proper completion of the required hospitalization application form by the Employee, the Board of Education will provide a hospital/medical-/surgical- and major medical plan similar to the following:

Eligibility: Must work at least five (5) hours per day, five (5) days per week.

- MESSA Choices (plans with and without co-insurance)
- MESSA ABC Plan 1 (plans with and without co-insurance)
- MESSA ABC Plan 2
-

Annually, plan offerings may change January 1st of each plan year.

The Board of Education will bid this hospitalization plan to eligible carriers and will determine the successful carrier. This coverage shall include spouse and eligible dependents, but shall not include extra payment for sponsored dependents and family continuation riders. Additional benefits may be purchased, such as sponsored dependent and family continuation on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee. Any Employee who elects not to carry hospitalization and who is not eligible for the stipend in lieu of health insurance may double his/her life insurance coverage instead of the hospitalization.

If a current employee covers a temporary position, the temporary employee shall not be entitled to any increased benefits.

35:03 EMPLOYEE CONTRIBUTION TO PREMIUM: The parties agree to comply with PA 152 as long as it exists. If the law is removed, or rescinded, the parties agree to meet and negotiate the contributions made by part-time and full-time employees.

35:04 STIPEND IN LIEU OF HEALTH CARE: Health Care Opt-out provision, also known as cash-in-lieu of benefit provision, is available and is applied through the Internal Revenue Code ("IRC") section 125. The present IRC 125 Plan has been amended to allow for this option. An election for Opt-out must be supported by evidence an employee has health benefits available from another source. Employees must be employed in a permanent full-time position and eligible for coverage paid through the district. Eligible employees must elect to opt-out during the open enrollment periods. If an employee becomes full time after the open enrollment period, he/she will be eligible for Health Care or Opt-out the first day of the following month. The Opt-out payment, effective April 1, 2013, will be One Hundred (\$100.00) Dollars per month. Married employees of the district are not eligible for this provision.

Eligible employees electing not to be covered by hospital/medical-/surgical coverage provision may will be provided double the life insurance protection they are entitled to instead of hospitalization coverage.

35:05 LIFE INSURANCE: All eligible full-time and part-time employees in the bargaining unit, upon proper application, will be covered by group life insurance on a group basis in the principal amount of \$30,000 for employees working eight (8) hours per day and \$17,500 for employees working at least five (5) hours per day, but less than eight (8) hours per day. The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits and all other aspects of the coverage.

35:06 VISION INSURANCE: Upon proper completion of the required vision insurance application form by the Employee, the Board will provide vision insurance for each full-time Employee and their family and all eligible part-time employees (employees only) * as follows:

VSP 3 G Plan Highlights:

In-network provider benefits

1. Examination No copayment
2. Single Vision Lenses MESSA Pays 100% of approved amount
3. Bifocal Lenses MESSA Pays 100% of approved amount
4. Trifocal Lenses MESSA Pays 100% of approved amount
5. Lenticular Lenses MESSA Pays 100% of approved amount
6. Frames \$130.00 Allowance
7. Contact Lenses that are medically necessary – to correct keratoconus, irregular astigmatism, irregular corneal curvature or vision to 20/70 in the better eye – MESSA pays 100% of the approved amount.

*Please note: Part-time employees have the option of electing 2-person or full-family coverage, however, the cost difference shall be borne by the employee.

35:07

DENTAL PLAN: Upon proper completion of the required dental insurance application form by the employee, the Board of Education will provide a dental insurance plan for each fulltime employee and their family, and all eligible part-time employees (employees only) * as follows:

*Please note: Part-time employees have the option of electing 2-person or full-family coverage, however, the cost difference shall be borne by the employee.

The dental plan will provide a \$1,000.00 per person, per contract year, maximum, with an orthodontic rider of \$1,000.00 lifetime maximum per family member. Orthodontia benefits are paid at 80% of the reasonable and customary charges. The dental plan will be similar to the following:

80% of the reasonable and customary charges of a dentist for diagnostic, preventative and emergency expenses:

1. Oral examination
2. Prophylaxes
3. Topical Fluoride (twice in any period of 12 consecutive months for people up to age 19)

80% of the reasonable and customary charges of a dentist for the following basic services:

1. Radiographs (xrays)
2. Restorative
3. Crowns (payable once in any 5-year period on the same tooth)
4. Oral Surgery
5. Endodontic Services
6. Periodontic Services
7. Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in five (5) years.

60% of the reasonable and customary charges of a dentist for the following major services:

1. Procedures for the construction of fixed bridgework, enosteal implants, partial and complete dentures.
2. Payable once in any 5-year period for the same appliances.

35:08 DONATION OF SICK DAYS: Employees shall be allowed to donate a maximum of five (5) days each fiscal year, on an individual basis, to another employee (who has exhausted their sick leave) from their personal bank of days. After the tenth (10) consecutive day of absence due to illness or accident, the Employee may receive sick leave from another employee's personal bank. Such a request must be put in writing to Executive Director of Employee Services or designee.

35:09 DISABILITY INSURANCE: Upon proper completion of the required disability insurance form by the Employee and a finding of disability as determined by the insurance carrier, the Board shall provide long-term disability coverage for all employees beginning on the ninety-first (91st) consecutive calendar day of illness/disability at the rate of sixty-six and two-thirds percent (66 2/3%) of the insured person's daily salary for the period of disability. The monthly salary shall not exceed a monthly maximum benefit of \$2,500.00.

35:10 INSURANCE PREMIUMS LTD: The district will continue the payment of premiums on hospitalization insurance for someone who has applied for long-term disability for a period of ninety (90) days. The employee is responsible for their cost-share portion of the premiums on hospitalization. Once approved for LTD, MESSA covers the cost of the employee's medical insurance for up to two (2) years. The employee will be offered COBRA for dental, vision and life insurance at the time the employee goes on LTD.

ARTICLE 36: MISCELLANEOUS

36:01 All accidents or injuries of any nature, regardless of seriousness, shall be reported at once to the Director. Employees shall furnish all information necessary to complete required accident report.

36:02 The Board will provide the Tine (skin test) for all Employees in the bargaining unit, fully paid for by the Board of Education. Any Employee who is allergic to the skin test will be allowed \$30.00 toward their X-ray cost from their individual physician when the bill is presented to the Employee Services Office.

36:03 Compensation schedules are shown in Appendix I.

36:04 Health insurance premiums will be deducted on a pretax basis equally over the employee's work year. Adjustments will be made upon work hour changes and termination of benefits.

36:05 Union Release time will be twenty (20) days paid per contract year for each year of this Agreement. All Union Release time shall be signed for by the Union President and a copy shall be given to the Union President.

- 36:06 Employees will be paid mileage at the current Board approved rate for all approved work-related travel using their own vehicle.
- 36:08 **DRIVING RECORD:** No person shall be permitted to operate a Romeo Community School District school vehicle if that person's driving record has placed the school district into a high-risk pool.
- The Board will provide evidence that the insurance rates have increased significantly due to said person.
- The person will be allowed to bid on other open positions using his/her seniority. If a position is attained, seniority will be earned in the classification he/she is working in. If a position is not attained, he/she will have the right to seek unemployment benefits without the Board of Education challenging his/her claim. The person shall be excluded from the leave requirement, Article 20. (i.e., shall be allowed to seek other employment while on leave status).
- Seniority will be frozen from the day the Employee was unable to work.
- As soon as the person's liability is exhausted, he/she will be allowed to return to his/her position under Article 20.
- 36:09 **Employee Meals –** Each food service employee is allowed one (1) reimbursable lunch per day. Lunch must be consumed during the employee's break period or at the end of their shift before leaving for the day. If an employee wishes to purchase food items, the desired item(s) must be rung up on the computerized register by the report food service associate. No food or supplies may be removed from the premises.

ARTICLE 37 - HEALTH CARE COMMITTEE

- 37:01 The parties agree to establish a health care committee consisting of three (3) union members selected by the Local Union President and three (3) members of administration. The committee will meet at the request of either party. If additional meetings are necessary both parties will mutually agree on the meeting schedule. The purpose of this committee will be to evaluate the cost of health care and explore other carriers or options within the existing carriers in an effort to reduce the overall cost of health care.

ARTICLE 38: WAIVER

- 38:01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been

within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 39 - CONSOLIDATION

39:01 To the extent permitted by law, in the event the district is merged or consolidated with another school district or other public entity, this Agreement shall be binding upon the merged or consolidated public employer.

ARTICLE 40: DURATION OF AGREEMENT

40:01 This Agreement shall be effective as of September 25, 2023, and shall continue in full force and effect until June 30, 2026. Sixty (60) days prior to June 30, 2026, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings for that purpose shall begin after delivery of such written notification, provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Employer to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union.

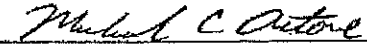
IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives on the day and year noted below.

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (A.F.S.C.M.E.) LOCAL
2614.17
OPERATIONS UNIT

BOARD OF EDUCATION
ROMEIO COMMUNITY SCHOOLS
COUNTIES OF MACOMB AND OAKLAND,
MICHIGAN

By: 
Lisa Delk, Staff Representative

By: 
Anita Romach
President

By: 
Michael C. Ostro
Secretary

Date: 11-18-2023

Date: 11/13/23

By: 
Susan Parsons, Local President

By: 
Dale Alexander, Committee Member

By: 
Andy Szasz, Committee Member

**Romeo Community Schools
AFSCME LOCAL #2614.16 (FOOD SERVICE)**

APPENDIX I SALARY SCHEDULE

Food Service 2023-2024 Wage Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Secondary – Cook Leader	\$18.14	\$18.68	\$19.24	\$19.82	\$20.42
Secondary – Head Cook	\$17.40	\$17.92	\$18.46	\$19.01	\$19.58
Secondary – Cook	\$16.76	\$17.26	\$17.78	\$18.31	\$18.86
Secondary – Assistant Cook	\$16.18	\$16.67	\$17.17	\$17.68	\$18.21
Middle School – Cook Leader	\$18.14	\$18.68	\$19.24	\$19.82	\$20.42
Middle School – Head Cook	\$17.40	\$17.92	\$18.46	\$19.01	\$19.58
Middle School – Cook	\$16.76	\$17.26	\$17.78	\$18.31	\$18.86
Middle School – Assistant Cook	\$16.18	\$16.67	\$17.17	\$17.68	\$18.21
Elementary – Cook	\$17.40	\$17.92	\$18.46	\$19.01	\$19.58
Food Service Associate	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88
Cafeteria Driver	\$19.76	\$20.35	\$20.96	\$21.59	\$22.24
Central Kitchen Coordinator	\$19.14	\$19.71	\$20.31	\$20.91	\$21.54

Certifications	Per Hour	Position
Level 1 Certification - SNA/SNAM	\$0.23	Food Service Associate, Cafeteria Driver
Level 1 Certification – SNA/SNAM	\$0.75	Cooks/Central Kitchen Coordinator

Food Service 2024-2025 Wage Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Secondary – Cook Leader	\$18.14	\$18.68	\$19.24	\$19.82	\$20.42	\$20.83
Secondary – Head Cook	\$17.40	\$17.92	\$18.46	\$19.01	\$19.58	\$19.98
Secondary – Cook	\$16.76	\$17.26	\$17.78	\$18.31	\$18.86	\$19.24
Secondary – Assistant Cook	\$16.18	\$16.67	\$17.17	\$17.68	\$18.21	\$18.57
Middle School – Cook Leader	\$18.14	\$18.68	\$19.24	\$19.82	\$20.42	\$20.83
Middle School – Head Cook	\$17.40	\$17.92	\$18.46	\$19.01	\$19.58	\$19.98
Middle School – Cook	\$16.76	\$17.26	\$17.78	\$18.31	\$18.86	\$19.24
Middle School – Assistant Cook	\$16.18	\$16.67	\$17.17	\$17.68	\$18.21	\$18.57
Elementary – Cook	\$17.40	\$17.92	\$18.46	\$19.01	\$19.58	\$19.98
Food Service Associate	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.22
Cafeteria Driver	\$19.76	\$20.35	\$20.96	\$21.59	\$22.24	\$22.68
Central Kitchen Coordinator	\$19.14	\$19.71	\$20.31	\$20.91	\$21.54	\$21.97

Certifications	Per Hour	Position
Level 1 Certification - SNA OR SNAM	\$0.23	Food Service Associate, Cafeteria Driver
Level 1 Certification - SNA OR SNAM	\$0.75	Cooks/Central Kitchen Coordinator

Food Service 2025-2026 Wage Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Secondary – Cook Leader	\$18.14	\$18.68	\$19.24	\$19.82	\$20.42	\$20.83	\$21.24
Secondary – Head Cook	\$17.40	\$17.92	\$18.46	\$19.01	\$19.58	\$19.98	\$20.38
Secondary – Cook	\$16.76	\$17.26	\$17.78	\$18.31	\$18.86	\$19.24	\$19.63
Secondary – Assistant Cook	\$16.18	\$16.67	\$17.17	\$17.68	\$18.21	\$18.57	\$18.95
Middle School – Cook Leader	\$18.14	\$18.68	\$19.24	\$19.82	\$20.42	\$20.83	\$21.24
Middle School – Head Cook	\$17.40	\$17.92	\$18.46	\$19.01	\$19.58	\$19.98	\$20.38
Middle School – Cook	\$16.76	\$17.26	\$17.78	\$18.31	\$18.86	\$19.24	\$19.63
Middle School – Assistant Cook	\$16.18	\$16.67	\$17.17	\$17.68	\$18.21	\$18.57	\$18.95
Elementary – Cook	\$17.40	\$17.92	\$18.46	\$19.01	\$19.58	\$19.98	\$20.38
Food Service Associate	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.22	\$17.56
Cafeteria Driver	\$19.76	\$20.35	\$20.96	\$21.59	\$22.24	\$22.68	\$23.14
Central Kitchen Coordinator	\$19.14	\$19.71	\$20.31	\$20.91	\$21.54	\$21.97	\$22.41

Certifications	Per Hour	Position
Level 1 Certification - SNA OR SNAM	\$0.23	Food Service Associate, Cafeteria Driver
Level 1 Certification - SNA OR SNAM	\$0.75	Cooks/Central Kitchen Coordinator

For the 2023-2024 school year there is a restated salary schedule. All food service employees will slide to the new salary schedule. Adding a Step 5, all eligible food service employees shall advance one full step.

For the 2024-2025 school year we are adding a Step 6. All eligible food service employees shall advance one full step.

For the 2025-2026 school year we are adding a Step 7. All eligible food service employees shall advance one full step.

APPENDIX II

AFSCME Food Service Performance Evaluation

Employee: _____ Building: _____ Date of Evaluation: _____

Date of Review: _____ School Year: _____ Evaluator: _____

Total Score Divided by Number of Indicators					
4-Highly Effective		3-Effective		2- Minimally Effective	1-Ineffective
4.0		3.0		2.0	1.0
Performance Indicator:					
1. Performance of Tasks					Score or N/A
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Initiative	Takes the initiative to perform assigned and other tasks with no supervision; makes suggestions for improvements; thinks systemically; considers all aspects. Volunteers for unanticipated tasks. Engages in unplanned tasks/activities when scheduled is unexpectedly open. Helps others often.	Consistently and effectively performs tasks with minimal supervision as directed by the immediate supervisor or administrator. Asks questions to improve job performance or secure resources.	Completes tasks with some supervision as directed by the immediate supervisor or administrator. Sometimes appears unconcerned towards work assignments. Makes improvements only when directed.	Requires support or fails to complete tasks as directed by the immediate supervisor or administrator. Carries out tasks reluctantly. Disregards supervisor's suggestions or requires continual monitoring.	
Food Production	Highly consistent and effective in using appropriate quantity food production techniques to produce appealing and nutritious food. Always follows policies and procedures for holding and serving food, portioning food items, batch cooking, using standardized recipes, inventory, and maintaining production records. Prepares meals for special diets according to instructions, checks products during preparation and service to ensure quality standards are met. Organizes tasks for efficient and effective food production and service.	Effective in using appropriate quantity food production techniques to produce appealing and nutritious food. Always follows policies and procedures for holding and serving food, portioning food items, batch cooking, using standardized recipes, inventory, and maintaining production records. Prepares meals for special diets according to instructions, checks products during preparation and service to ensure quality standards are met. Organizes tasks for efficient and effective food production and service.	Effective in using appropriate quantity food production techniques to produce appealing and nutritious food. Always follows policies and procedures for holding and serving food, portioning food items, batch cooking, using standardized recipes, inventory, and maintaining production records. Prepares meals for special diets according to instructions, checks products during preparation and service to ensure quality standards are met. Organizes tasks for efficient and effective food production and service. Needs to be reminded from time to time regarding policies and/or procedures.	Requires support to effectively use appropriate quantity food production techniques to produce appealing and nutritious food. Always follows policies and procedures for holding and serving food, portioning food items, batch cooking, using standardized recipes, inventory, and maintaining production records. Prepares meals for special diets according to instructions, checks products during preparation and service to ensure quality standards are met. Organizes tasks for efficient and effective food production and service. Needs to be reminded from time to time regarding policies and/or procedures.	

	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Equipment Care and Use	Consistently practices energy conservation and conducts preventive maintenance procedures. Follows sanitation procedures when using and cleaning equipment. Monitors equipment operation and reports malfunctions.	Consistently operates equipment safely. Uses food service equipment suitable for the food product being prepared. Follows sanitation procedures when using and cleaning equipment. Monitors equipment operation and reports malfunctions.	Operates equipment safely. Uses food service equipment suitable for the food product being prepared. Follows sanitation procedures when using and cleaning equipment. Monitors equipment operation and reports malfunctions occasionally.	Operates equipment carelessly and unsafely. Does not operate and clean equipment according to established procedures.	
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Customer Service	Highly effective in assisting students in making food choices. Recommends appropriate service modifications in response to customer feedback. Exhibits a positive attitude, courtesy and respect when interacting with students, staff, other team members and delivery personnel.	Assists in creating a pleasant eating environment for students. Handles customer complaints effectively. Shares customer feedback with the Director of Food Service. Exhibits a positive attitude, courtesy and respect when interacting with students, staff, other team members and delivery personnel.	Exhibits a positive attitude when interacting with students, staff, other team members and delivery personnel, but sometimes considers customers as an imposition.	Exhibits a negative attitude when interacting with students, staff, other team members and delivery personnel, considers customers as an imposition.	
2. Quality of Work					Score or N/A
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Efficiency	Highly reliable by completing all work in a reasonable amount of time as assigned or before expected time; takes the initiative to help others when needed to complete a project or task without being directed.	Reliable by completing all work in a reasonable amount of time as assigned or before expected time; assists others when needed to complete a project or task without being directed.	Demonstrates dependability by completing all work in a reasonable amount of time as assigned. Takes no initiative to help others when needed to complete a project or task unless directed.	Most work is completed on time, but occasionally loses track of deadlines or does not complete work on time. Takes no initiative to help others when needed to complete a project or task unless directed.	
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Communication Skills	Highly consistent and effective in greeting and treating students, staff, community and public in a respectful, responsible and courteous manner. Puts a great face on the department/school. Uses email and voicemail effectively. Responds as soon as possible when needed. Clearly communicates both in writing and verbally.	Consistently greets and treats students, staff, community and public in a respectful, responsible and courteous manner. Good representation of the department or school. Uses email and voicemail effectively. Responds as soon as possible when needed.	Often greets and treats students, staff, community and public in a respectful, responsible and courteous manner. Representation of the department or school is mostly positive. Uses email and voicemail sparingly. Unable to communicate needs.	Occasionally greets and treats students, staff and the public in respectful, responsible and fair manner. May upset or anger callers or visitors occasionally. Sometimes poorly represents department or school. Never uses email and voicemail. Follow up is always needed by the supervisor.	

	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Knowledge	Highly effective with the skills needed to perform job. Understands all phases of work and assists others. Able to fill in any position in the kitchens with no extra guidance needed.	Sufficient knowledge and skill to perform job. Usually quick to understand and learn.	Sufficient knowledge and skills to perform job at a basic level. Requires frequent instruction and explanation and redirection.	Lacks knowledge and skill about work duties. Serious knowledge retention issues. Requires constant instruction and explanation and redirection.	
3. Safety					Score or N/A
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Sanitation, Safety, & Security	Follows safe food practices during all food handling processes. Follows rules of safe time/temperature requirements and corrects deviations promptly. Maintains a clean and sanitary kitchen area using established procedures. Serves as a role model for other staff members in implementing preventative safety measure in work processes. Offers suggestions for improving sanitation, safety, and security practices.	Follows safe food practices during all food handling processes. Follows rules of safe time/temperature requirements and corrects deviations promptly. Maintains a clean and sanitary kitchen area using established procedures. Practices safe work techniques. Assists with preparation for fire, health, and safety inspections. Practices safe work techniques. Assists with preparation for fire, health, and safety inspections.	Follows safe food practices during all food handling processes. Follows rules of safe time/temperature requirements and corrects deviations promptly. Maintains a clean and sanitary kitchen area using established procedures. Occasionally has a disregard for personal hygiene and/or appearance guideline.	Disregards safe food practices. Does not adhere to safe work procedures. Ignores personal hygiene and/or appearance guidelines.	
4. Records					Score or N/A
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Confidentiality	Consistently and effectively maintains confidentiality and monitors the confidentiality of others.	Consistently and effectively maintains confidentiality.	Effectively maintains confidentiality, but an occasional lapse may be noted.	Needs support to maintain confidentiality.	
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Reports	Extremely consistent and highly effective in completing and submitting accurate reports before the due date. Examples: Production records, weekly food/supply orders, month inventory, monthly temperature logs, daily cash outs, daily deposits.	Consistently and effectively completes and submits accurate reports on time. Examples: Production records, weekly food/supply orders, month inventory, monthly temperature logs, daily cash outs, daily deposits.	Effectively completes and submits accurate reports, usually prompt, but may demonstrate an occasional lag in timeliness, including the online requirements. Examples: Production records, weekly food/supply orders, month inventory, monthly temperature logs, daily cash outs, daily deposits.	Requires support and needs supervision in completing and submitting accurate reports. May demonstrate some lags in timeliness. May demonstrate a lag in meeting online requirements. Examples: Production records, weekly food/supply orders, month inventory, monthly temperature logs, daily cash outs, daily deposits.	

5. Team Performance					Score or N/A
	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Team Work	Regularly uses initiative and resourcefulness in performing assigned tasks and will assist other staff members without being directed. Sees what needs to be done and independently moves forward with wisdom. Works well with others including team members, administration, and students. Demonstrates excellent interpersonal skills. Recognizes what needs approval from supervisor prior to action.	Uses initiative and resourcefulness in performing assigned tasks and assisting other staff members. Frequently sees what needs to be done and moves forward with little direction. Congenial and cooperative with team members. Ability to work well with others. Recognizes what needs approval from supervisor.	Needs specific instruction and occasional reminding for tasks; struggles with being resourceful with assigned tasks. Occasionally sees what needs to be done and may move forward without direction. Cooperates with others when required or requested. Limited interpersonal skills. May not always recognize what needs approval from supervisor.	Attempts to perform this activity but often does not actually complete or follow through with these attempts. Often fails to see what needs to be done and rarely is able to move forward without direction. Sometimes fails to recognize what needs approval from supervisor.	
Cooperation	Recognized as a leader in cooperating with supervisor, administrator and/or staff member and provides strong contributions to the team.	Cooperates willingly, works well with others, and provides strong contributions to the team.	Usually cooperative, usually works well with others, contributes occasionally to the team.	Less cooperative and viewed as confrontational, less than willing to cooperate with team members.	
Flexibility	Recognized as a leader in helping others adapt to special or unique situations.	Demonstrates flexibility and initiative in adapting to special or unique situations.	Usually flexible, but occasionally shows difficulty adapting to special or unique situations.	Viewed as quite rigid by other staff members, does not adapt well to change.	
Attitude	Recognized as a leader in interaction with staff members, parents and students in a positive manner and helps extinguish negative conversations about others.	Interacts with staff members, parents and students in a positive manner and helps extinguish negative conversations about others.	Interacts in a positive manner with others, but does not help extinguish negative conversations about others.	Frequently displays a negative attitude to staff or students.	
6. Professional Growth					Score or N/A
Professional Growth	Attends training offered by District or school. Is always willing to try new tasks and expand scope of knowledge/skill set.	Attends most training offered by District or school. Demonstrates interest in expanding skill set for the position.	Attends training as required by administration. Little interest in expanding skills beyond basics needed for the position.	Does not attend training or other in-service opportunities. Does not want to expand scope of knowledge skill set for the position.	
6. Attendance and Punctuality					Score or N/A
Attendance	Attendance is perfect.	Demonstrates dependability, within guidelines by meeting or exceeding expected attendance expectations.	Attendance is within guidelines, but demonstrates a pattern of missed work or a pattern of using all sick days each year.	Attendance records show non-compliance with expectations.	

	4: Highly Effective	3: Effective	2: Minimally Effective	1: Ineffective	
Punctuality	Arrives early on a regular basis, never late.	Demonstrates high dependability by meeting expected punctuality expectations.	Occasionally late, but reports in prior to arrival with legitimate reason	Often late, may not always report ahead of time	
TOTAL SCORE					
TOTAL SCORE DIVIDED BY NUMBER OF INDICATORS					

PROFESSIONAL GOAL # 1

GOAL (Area of work):

PLAN TO ACHIEVE (objectives or action steps):

MEASUREMENT OF ACHIEVEMENT:

SUPERVISOR SUPPORT:

PROFESSIONAL GOAL # 2

GOAL (Area of work):

PLAN TO ACHIEVE (objectives or action steps):

MEASUREMENT OF ACHIEVEMENT:

SUPERVISOR SUPPORT:

Comments:

Suggestions for Improvement:

Evaluator's Signature

Date

Employee's Signature

Date

***TO THE EMPLOYEE:** Your signature indicates that you have read this evaluation and have had the opportunity to discuss it with the evaluator. If you so desire you may prepare a written response (within ten {10} working days of this dated document) which will be attached to this evaluation and made a part of your personnel file.