PROFESSIONAL NEGOTIATIONS AGREEMENT

Between

The Board of Education

Of

LAKEVILLE COMMUNITY SCHOOLS

And

LAKEVILLE FOOD SERVICE ESP ASSOCIATION, MEA/NEA

July 1, 2024 – June 30, 2027

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ARTICLE I
PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II
NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principles involved in Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, or sex.

ARTICLE III
UNION RECOGNITION, UNION SECURITY AND CHECK-OFF

Section 1 Union Recognition

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

B. The term "employee" as used herein shall include all employees in the classifications listed in "Schedule A".

Full-time employees

An employee covered by this Agreement who is regularly scheduled and works thirty (30) hours per week or more shall be considered full-time.

Part-time employee "A"

An employee covered by this Agreement who is regularly scheduled and works less than thirty (30) hours per week, shall be considered Part-Time Employee A.

Part-time employee "B"

An employee who is hired as a substitute, temporary or seasonal employee. The Union shall not collect dues from or represent these employees. These employees shall not be members

of the bargaining unit. The Employer shall not utilize "B" employees to undermine the Union, reduce work opportunities or hours for bargaining unit employees (unless bargaining unit employees are unavailable or unable to do the work), or to prevent necessary posting of open positions.

Section 2 Union Membership

A. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

B. The Employer agrees that upon hiring any new employees covered by this Agreement, the Employer shall send a letter to the Chief Steward advising the Union of the name, date of hire of the new employee.

ARTICLE IV
JURISDICTION

A. Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation, or in cases of emergency. However, this shall not deny the Employer the right to enter into agreements with outside agencies to provide training work sites. Examples of such programs, but not limited to, are Operation Mainstream and National Youth Corps, provided that such arrangements do not cause a regular employee to be terminated from employment, or his/her regular work hours to be decreased. In the event lay-offs become necessary or hours are decreased, such programs will be terminated.

B. This clause shall not limit the Employer's right to utilize substitutes, seasonal, or temporary employees. Such employees shall not be covered by the terms of this Agreement, nor shall they be paid more than the probationary rate of pay listed in Schedule A. Substitute employees shall be defined as employees hired to work on a day-to-day basis. Temporary employees shall be defined as employees hired to fill temporary vacancies of a regular employee, due to illness or other approved leave of absence. Seasonal employees shall be defined as employees hired as additional help during a specified period. Such employees shall not continue when any regular employee is on lay-off, in a position for which the regular employee is qualified.

ARTICLE V
MANAGEMENT RIGHTS

Section 1

The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

Section 2

All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

Section 3

Job descriptions attached to this Agreement are determined by the Board of Education as are any changes to those descriptions, including any additions and/or deletions.

ARTICLE VI
UNION BUSINESS REPRESENTATIVE

Section 1

The designated Union Representative shall have access to the school building for the purpose of investigating and adjusting any complaints therein by arranging with the Superintendent or his/her designee to go through the building during regular working hours, but on none of such visits shall such Union Representative interfere with production or the maintenance of discipline in the school. Management's decision in this matter shall be final.

Section 2

The employees shall be represented by a Chief Steward or Assistant Steward who shall be chosen or selected in a manner determined by the employees and the Union. The Employer shall be notified promptly of the name of the Chief and Assistant Steward.

Reasonable arrangements will be made to allow the Chief Steward or Assistant Steward time off with pay for the purpose of investigating grievances and to attend negotiating meetings with the Superintendent or his/her designated representative.

Assistant Stewards shall represent employees when the Chief Steward is absent from work.

Up to two (2) Stewards and/or Assistant Stewards may use up to two (2) days per year, without loss of pay, to attend Union-sponsored Stewards training programs.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1

A "grievance" is a claim that there has been a violation, misinterpretation or inequitable application of the specific and expressed terms of the Agreement. The Union and the employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission or any other judicial or quasi-judicial body, in such event the grievance will be considered withdrawn.

Section 2

An employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement. All employee grievances are to be initiated at Step I.

Section 3

The time elements in the steps can be shortened or extended by mutual written agreement.

Section 4

For processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

Section 5

A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.

Section 6

Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Section 7 Grievance Procedure

A. STEP ONE

1. An employee having a grievance must present it orally to his supervisor. In the event an employee desires that his/her Steward be present, he/she shall make his/her request through the supervisor, and the supervisor shall send for the Steward.

2. In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within three (3) working days from the oral presentation. The employee and the Steward shall sign the grievance forms.

3. The grievance forms must indicate a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing within five (5) working days.

B. STEP TWO

1. Any appeal if agreed upon by the grievant of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent or his/her designee within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.

2. The Superintendent and/or his/her designee shall meet with a Business Representative of the Union and the grievant at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.

3. The Superintendent and/or his/her designee shall then give his/her decision in writing to the Business Representative of the Union and the grievant within five (5) working days of the meeting.

C. STEP THREE

1. If the Union and the grievant are not satisfied with the disposition of the grievance by the Superintendent or his/her designee, then within thirty (30) working days from the date of receipt of the decision rendered by the Superintendent or his/her designee, the grievance must be submitted to arbitration.

2. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator in accordance with its rules.

3. The arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.

4. Each party shall be responsible for the expenses of any representative or of the witnesses that they may call.

5. The arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.

6. The per diem fees of the arbitrator shall be borne equally by the parties.

7. The arbitrator shall render his/her decision in writing not later than thirty (30) working days from the date of the conclusion of the arbitration hearing.

8. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

ARTICLE VIII
DISCIPLINE/DISCHARGE

Section 1

When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) calendar days from the date of the occurrence of the condition giving rise to the action, or within fifteen (15) calendar days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

Section 2

Dismissal or suspension shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal or suspension are the following: substance abuse, dishonesty, insubordination or willful violation of established work rules. When it becomes necessary to address matters relating to employee discipline, the supervisor will take whatever steps are necessity to work with the employee for the purpose of assisting the employee in correcting the deficiency that impacts the work environment and/or work performance.

When a disciplinary matter needs attention, the following steps shall he implemented:

1ST Offense	Verbal warning
2nd Offense	Written warning with future penalties described
3rd Offense	One (1) day disciplinary suspension without pay
4th Offense	Three (3) day disciplinary suspension without pay

Depending on the infraction, suspension and/or discharge may occur immediately. No employee shall he denied due process and any department from the steps defined in this Article will be discussed with the Union prior to any action taken. The employee will be informed of the nature and scope of the infraction and may have Union representation present. Disciplinary action may be modified from the above procedure depending on the nature of the employee infraction. The Union will he informed on all disciplinary action prior to its implementation whenever practicable.

ARTICLE IX
SAFETY PRACTICES

Section 1

The Employer will take reasonable measures to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the provisions of Federal, State and local regulations or other laws applicable to public school districts.

Section 2

The employee is required to inform the Employer, in writing, of any such hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The Employer, upon notification of an alleged unsafe condition shall investigate such conditions and shall be expected to adjust to such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE X
SENIORITY

Section 1

A. New employees hired or transferred into the bargaining unit shall be considered as probationary employees for the first sixty (60) workdays of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority lists of the unit as of the date of hire or as of the date of transfer into the bargaining unit. Employee days off due to illness or injury or school vacation periods shall not be

counted as part of the probationary period. A workday shall be defined as a day worked on the job.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except fringe benefits and discipline for reasons other than Union activity.

1. A part-time employee "B" who works sixty (60) consecutive workdays in the same position has satisfactorily completed his/her probationary period.

2. Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue as of the first day of the probationary period.

Section 2

Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on a scheduled lay-off shall have the right to displace a less senior employee, provided the senior employee is qualified to hold the position held by the less senior employee.

Section 3

Seniority employees on lay-off shall maintain their seniority for a period equal to their seniority, or until a job has been offered at the same classification, or the next lower classification, whichever shall occur first. Seniority employees on lay-off shall head the substitute list in order of seniority. Employees with reduced hours shall have the first opportunity at filling eight (8) hour positions when regular employees are absent. The Employer's obligation will be limited to an attempt to contact said employees. Hours of work scheduled under this section are without any reduction in pay.

Section 4

An employee will lose his/her seniority for the following reasons:

A. He/She resigns.

B. He/She is discharged for cause and not reinstated through the Grievance Procedure.

C. He/She retires.

D. He/She fails to return from lay-off or an approved leave of absence.

E. He/She is absent for three (3) consecutive days without notice to the Employer, except for emergencies.

F. If the employee is laid off for one (1) year or the length of her/his seniority, whichever comes first.

Section 5

The list shall be made available quarterly upon request to the Union and each employee covered by this Agreement on or about August 1st of each year. Such a list shall contain the date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification. If two (2) or more employees have the same starting date, the seniority tie breaker shall be the last digit of the social security number (highest number prevails - move to the next number to the left in case of ties).

Section 6

An employee who is transferred to a non-bargaining unit position with the Employer shall retain all seniority accumulated during his/her employment with the Employer in a bargaining unit position. Upon return to the bargaining unit, such seniority shall be reinstated with all seniority accruing while out of the bargaining unit. After one (1) year in a non-bargaining unit position, seniority will be forfeited, and the employee may return only as a new hire.

ARTICLE XI
EVALUATION

Section 1

During the term of this Agreement, each employee shall be formally evaluated by their immediate supervisor.

Section 2

All employees on probationary status shall be evaluated prior to the conclusion of their probationary period.

Section 3

All evaluations shall be reviewed and signed by the employee and the immediate supervisor, and a copy given to the employee. Such evaluations shall be forwarded to the office of the Superintendent or his/her designee and shall become a part of the employee's personnel file.

Section 4

An employee shall have the right to attach comments to the evaluation and may request a meeting with the immediate supervisor, the Superintendent or his/her designee, and the Union Steward in cases involving disputes or appeal of the evaluation.

Section 5

It shall be the responsibility of the Employer to establish and communicate the procedures and instruments to be used in this evaluation process.

ARTICLE XII
TRANSFERS AND PROMOTIONAL PROCEDURES

Section 1

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) working days of when the Board of Education decides to fill the position, and the employees shall be given five (5) working days in which to make applications to fill the vacancy or new positions.

A vacancy is defined as:

A. Regular vacancy:

A vacancy is an opening the Board of Education intends to fill, to which no current member of the bargaining unit has a claim.

B. Temporary vacancy:

A situation where an employee has notified the Employer in writing that he/she will be absent due to extended illness, hospitalization, leaves approved by the Employer or other such emergencies. It is intended that such absence should be of a minimum of fifty-nine (59) working days.

The vacancy or new position shall be filled within five (5) calendar days from the date of the posting unless no qualified person applies. The senior employee making application shall be transferred to fill the vacancy or new position provided he/she has the necessary qualifications to perform the duties of the job. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; the shift; and the classification.

C. As an alternative to the above, it shall not be construed as a violation of this section for the order in which vacancies are to be filled to be determined in a meeting called for this purpose.

Section 2

Any employee temporarily transferred from his/her classification to another classification within the bargaining unit, shall be paid either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher.

Section 3

Present employees may apply for a temporary position and be awarded such a position based on seniority before any substitute. However, it is understood that such staffing shall be for an identified period. If and when the regular employee returns, the person temporarily assigned

shall return to his/her regular position. Once the position becomes an identified vacancy, it shall be posted, and all employees covered by this Agreement may apply.

Section 4

Employees transferred to a higher classification will serve a forty-five (45) workday probationary period. The Employer and the employee shall have the right to revert to the former position within the forty-five (45) workday probationary period, then all other employees affected by the initial move shall also revert to their former position. Upon successful completion of the probationary period, bargaining unit seniority shall prevail. Cafeteria employees transferred to a higher classification must pass a physical by the school Employer-approved physician at the Employer's expense before slating their new job duties.

Section 5

Cafeteria employees in a particular building shall be asked first to fill in for another absent cafeteria employee in that building according to seniority, providing they are qualified to perform the job.

ARTICLE XIII
NEW POSITIONS

Section 1

When new positions are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question and shall designate the classification and pay rate as a temporary job which has been placed into effect upon the institution of such job.

Section 2

The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During the thirty (30) calendar days' time, but not hereafter during the life of this Agreement, the Union may request, in writing, the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be retroactive to the date the employee first began working in the temporary classification, except as otherwise mutually agreed.

In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations or upon resolving of the matter through the Grievance Procedure, the new classification shall be added to and become a part of this Agreement.

ARTICLE XIV
HOURS AND WORK WEEK

Section 1

A. The daily and weekly hours of work for the members of this bargaining unit shall be determined by the Board of Education.

B. Split shifts may be worked when mutually agreed upon by the employee and the Administration.

C. Employees covered by this contract who are scheduled to work an eight (8) hour day will be given up to twenty (20) minutes in break time, mutually agreed upon. Employees scheduled to work more than four (4) hours but not more than six (6) hours shall receive a ten (10) minute break.

Break time may not be used to cover an employee's late arrival at work nor an early departure, nor shall it be regarded as accumulative if not taken.

Section 2 Overtime rates will be paid as follows:

A. Overtime, time and one-half (1-1/2) shall be paid for all hours worked over forty (40) in one (1) work week.

B. Whenever an employee is required to return to work after the completion of her/his shift, she/he shall receive at least a minimum of two (2) hours' pay or work.

Section 3 Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building according to seniority among those employees who regularly perform such work, provided they are qualified to perform such work. The employees must work overtime if notified forty-eight (48) hours in advance. In cases of emergencies, the FULL-TIME employees must work overtime without any advance notice.

Section 4 Summer Hours

A. Cafeteria employees may be considered for summer work assignments as custodial personnel, after such assignments are offered to custodial substitutes according to seniority, if they are qualified and have had the appropriate training.

Section 5 Cafeteria Employees

A. No cafeteria employee shall be regularly scheduled to work less than two (2) hours per day. Employees working two (2) hours are not entitled to a break period.

B. Whenever a food service employee is required to return to work after completion of his/her regular scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2X) his/her regular rate, or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is greater. Double time (2X) shall be paid for all hours worked on Sunday.

C. Cooks and cafeteria helpers can be required to work at the supervisor's discretion on teacher in-service days, parent/teacher conferences, teacher record days, or other additional days as necessary, when the regular food service program would not be in operation. If they are required to work on these days, they will receive a minimum of four (4) hours' work. These employees must receive four (4) working days' notice. At least two (2) cleaning days shall be offered each school year.

D. The Employer will provide uniform tops each year for each of the cooks and helpers. The cost is not to exceed seventy-five dollars ($75.00) per person per year. Uniform selection will be made by a committee of cooks.

E. Kitchen assignments shall be made by the Head Cook.

F. Extra work opportunities for cafeteria employees will be offered on a rotational basis within each classification and consistent with the district's need to establish the staffing levels per classification. Cafeteria employees agree to facilitate the rotational system with its cooperation, and by meeting with the Food Director as necessary to address any administrative issues that may arise.

ARTICLE XV
CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, attached hereto and made a part hereof by reference.

ARTICLE XVI
HOLIDAYS

Section 1

A "full time employee" and a part-time employee "A" will receive their regularly scheduled day's pay for the following holidays, even though no work is performed: Friday before Labor Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday and Memorial Day.

Section 2

Any employee required to work on any of the above-named holidays shall receive double time (2X) for such hours worked plus holiday pay.

Section 3

Any employee covered by this Agreement who is required to work the 4th of July holiday, shall receive double time for the hours worked and holiday pay based upon his/her current regular hours as scheduled at his/her straight hourly rate.

Section 4

Employees failing to work on their last scheduled day prior to a holiday and the first scheduled workday after a holiday will not receive pay unless said absence is approved by the Superintendent or his/her designee. Employees may be required to submit medical proof of illness to receive holiday pay. The Employer may send employees to a doctor at the Employer's expense.

Section 5

When a Head Cook is absent during a holiday period and is not being paid by the Employer, the employee who subs for the Head Cook shall be paid Head Cook wages for the holiday.

ARTICLE XVII
SICK LEAVE AND FUNERAL LEAVE

Section 1

Each employee covered by this Agreement will be entitled to sick leave accumulated at the rate of one (1) day per month which will be credited at the beginning of each work year and will accumulate without limit. Part-time "A" employees shall be entitled to a pro-rated portion of all benefits provided in this Article. Patt-time "B" employees receive no sick leave benefits. In order to be credited with a sick day for the month, the employee must work more than fifty percent (50%) of the scheduled hours that month. Absences due to bereavement or illness when supported by a doctor's statement shall be considered as hours worked.

Section 2

A. Employees who are absent for three (3) consecutive days or who develop a pattern of absences may be required to submit a doctor's statement to their supervisor upon their return to work.

B. Sick leave shall be granted to an employee who is confined at home or hospital as a result of an accident or sickness, or emergency absence, or serious illness of a member of the immediate family. The time shall be allowed for childbirth, or days when members of the immediate family have surgery. The Board or its designee shall determine when an independent medical opinion is necessary. When required by the Board, the cost of the independent medical assessment will be paid by the district.

Section 3

A. All employees shall be granted five (5) consecutive days off without loss of pay for a funeral of an immediate family member, as described below. (Spouse, father, father-in-law, mother, mother-in-law, children, stepchildren, grandchildren, brother, brother-in-law, sister, sister-in-law, grandparents, niece, nephew, and any permanent resident in the employee's home.)

The first day off will commence on the first day following the death of the immediate family member and shall include non-scheduled workdays. These funeral days will not be charged as sick or personal days.

B. Employees shall be granted one (1) day with pay to attend funerals of aunts and uncles. Time off under this section shall not be charged to sick leave or personal leave.

C. At the discretion of the immediate supervisor, time off may be granted to employees to attend the funerals of non-family members. This time off shall be charged to sick leave.

D. All employees shall be entitled to a total of two (2) days, per year, for personal emergency and/or business leave not to be deducted from sick leave. Said days are not cumulative. Employees must apply, in writing, at least one (1) day in advance, except for emergencies. A personal business day may be only used for activities which cannot be transacted outside work hours.

E. Sick leave accumulated and taken shall be entered on the employee's paycheck stub.

Section 4

Military Leaves

A. The reinstatement rights of any employee who enters the military service of the United States by reason of an act by the Congress of the United States during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

B. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the Purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

Union Leaves

A. Any employee who is elected or appointed to a full-time position or office in the Union whose duties require his/her absence from work, shall be granted an unpaid leave of absence for the term of office or position.

B. All requests for military or Union leave of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.

C. An employee who meets all the requirements for military and Union leaves shall be granted a leave of absence without pay, and he/she shall accumulate seniority during his/her leave of absence, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights.

D. Other leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

Section 5

Employees who have been employed by the school district for at least ten (10) consecutive years shall be paid for each accumulated sick leave day upon termination at fifty percent (50%) of their daily rate at the time of termination.

Section 6

Family Medical Leave

A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993. The employee may substitute any or all available accrued paid leave of absence and paid vacation which would otherwise be unpaid under the Act. However, if an employee uses paid time, this will not extend the amount of time allotted under the Family Medical Leave Act. The employee shall provide the Employer with timely notice and with such health care provider certification as the Employer may require under the Act. If an employee fails to provide such certification to the Employer, the leave may not be granted. An employee granted leave under this section shall maintain contact with the Employer. Return to work shall be governed by the provisions of the Contract. An employee who fails to return to work at the conclusion of a leave and his/her employment is terminated shall reimburse premiums and costs paid by the Employer for that employee, according to the Act.

ARTICLE XVIII
INSURANCES

Section 1

The Health/Hospitalization and Prescription Drug coverage shall be the same Plan as that selected for the other employees.

The Employer shall pay the monthly cost for Health/Hospitalization and Prescription Drug coverage up to the applicable cap established by Public Act 152 of 2011.

If an employee's spouse has full insurance coverage, the employee will only be entitled to single coverage paid in accordance with the above schedule of hours. If both husband and wife work for the district and do not have children, they will receive single coverage each.

Section 2

A. The Board of Education will pay up to the state-mandated hard caps for single subscriber health insurance premiums for all bargaining unit members who average 30 or more hours per week and qualify for insurance under the Affordable Care Act (ACA)

If the employee elects to add a family member to the policy, the additional premium shall be the responsibility of the employee and shall be contributed through payroll deduction.

The Board of Education will pay up to half of the state-mandated hard caps for single subscriber health insurance premiums for all bargaining unit members who average 20 to 29 hours per week.

If the employee elects to add a family member to the policy, the additional premium shall be the responsibility of the employee and shall be contributed through payroll deduction.

MESSA Choices will be the plan of choice.

B. Hospitalization Insurance - No Double Coverage: District Full Time Employees who receive hospitalization insurance coverage from a source other than through the School District must elect either of the following:

1. Drop the insurance coverage from the alternative source, with adequate proof, and retain coverage solely by the LakeVille Community Schools, or

2. Drop coverage provided by the LakeVille Community Schools and retain coverage through alternative sources. In lieu of dropping coverage provided by the LakeVille School District, the employee shall receive cash option of one hundred dollars ($100.00) per month to employees averaging 30+ hours per week.

C. The Employer shall pay the total cost for all employees of a twenty-thousand-dollar ($20,000.00) term-life insurance policy. It is understood that employees who receive life insurance under the hospitalization insurance program will receive a term-life insurance policy for the difference.

D. The Employer shall provide a long-term disability insurance program for each employee covered by the terms of this Agreement who works a minimum of twenty (20) hours per week on a regular basis and who is eligible according to the rules of the insurance carrier. Benefits shall be payable upon the ninety-first (91st) calendar day of disability at sixty percent (60%) of the employee's gross wage to age sixty-five (65).

E. All insurance provided within this Agreement shall be in effect according to the rules and regulations of the carrier and will be implemented as soon as practical after the ratification of this Agreement.

F. The Employer shall pay the premiums for all bargaining unit members for a Delta Dental Plan based on the same eligibility requirements as health insurance. Employees currently receiving dental insurance from a source other than through the School District must elect either of the following:

1. Drop the insurance coverage from the alternative source, with adequate proof and retain coverage solely by the LakeVille Community Schools, or:

2. Drop coverage provided by the LakeVille Community Schools for the full-time 30+ hour employee and retain coverage through an alternative source. In lieu of dropping coverage provided by the LakeVille District, the employee shall receive a cash option of ten dollars ($10.00) per month.

G. The Employer shall provide all bargaining unit members a full family optical plan based on the same eligibility requirements as health insurance.

H. While on leave, the Employer shall continue payment of its' portion of the health insurance premiums to which an employee was entitled and receiving, based upon the eligibility requirements as provided in paragraph A. These payments shall continue for a period not to exceed four (4) months from the beginning of the employee's leave of absence.

ARTICLE XIX
JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost because of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days in a calendar year. If the employee is required to serve a full day (both morning and afternoon sessions) of jury duty and is a second shift employee, he/she will not be expected to report to work that night. Documentation of jury duty will be presented to the Employer.

ARTICLE XX
SCOPE, WAIYER AND ALTERATION OF AGREEMENT

Section 1

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union. No past practice shall be recognized unless committed to writing and incorporated into this Agreement.

Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section 3

If any Article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXI
BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXII
TERMINATION AND MODIFICATION

Section 1

This Agreement shall continue in full force and effect until June 30, 2027.

Section 2

If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.

Section 3

If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4

Notice of termination or modification shall be in writing to such address the Union or the Employer may make available to each other.

Section 5

The effective date of this Agreement is upon ratification and signing by both parties.

Section 6

An emergency manager properly appointed under the local Financial Stability and Choice Act, may subject to any applicable legal restrictions, reject, modify, or terminate this Agreement as provided for in the Act for so long as the Act is in effect.

This Agreement shall be effective upon ratification by the Board of Education and the Union and shall continue in effect until the 30th day of June 2027.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

For the LakeVille Food Service

Kristin Clark
Name

3/15/24
Date

For the LakeVille Board of Education

[signature]
Name

8-13-2004
Date

LETTER OF UNDERSTANDING
EMERGENCY SCHOOL CLOSING PROCEDURE

The procedures to be utilized in situations that create an Emergency Closing of Schools are outlined as follows:

1. Reasons for Closing:

   Normally, school will be closed for one (1) of three (3) major reasons:

   A. Snow or ice on roads which make it impossible for buses to operate safely and efficiently.

   B. Roads which are impassable because of mud.

   C. Mechanical breakdowns, such as heating plant failures.

Since these conditions are somewhat distinct, they may require different procedures. It should be remembered that many members of the community are required to work on days following severe storms or when roads in their area may be muddy. In many instances, if they do not work, they are not paid. Therefore, it is difficult to develop a policy whereby when schools are closed for students they are automatically closed for teachers and other staff members as well.

2. Procedures for Closing:

The decision to close schools will be made as early as possible in light of the conditions. All School Districts are required to use the Michigan State Police LEIN System to make announcements concerning school closings. This system notifies most radio and TV stations by teletype of the schools closed. However, the system presently does not permit messages which would inform employees as to whether or not they should report. Therefore, each building will develop a fan-out phone system whereby each employee can be notified as to their requirements on a given day.

Individual staff members should follow the procedure below on days when the possibility of a school closing exists:

A. Monitor one or more of the local radio or TV stations. If the message indicates that LakeVille is closed, then:

B. Wait for a telephone call from the individual who will be identified on a published fan-out procedure. This individual will issue one of the following messages:

   1. School is closed. Employees are not expected to work.

   2. School is closed. Employees are expected to make a reasonable effort to report to work.

   3. _____school is closed due to mechanical reasons. Employees should report to_____building.

   If you have not received a fan-out message by 8:00 a.m., you should call your immediate supervisor or the Assistant Superintendent.

C. If the message indicates you should make a reasonable effort to report, use your judgment. Do not take unnecessary chances which would endanger your safety or that of others.

However, please do not take advantage of the situation either.

3. Special Circumstances

If you are out of the area or at a location where you cannot be reached by the fan-out system, it is your responsibility to make contact. You should call your building principal or supervisor to inform him or her of your status.

4. Inclement Weather Days

A. An Act of Nature Day is one in which school is not in session for students because of inclement weather. It shall be the sole discretion of the Employer to determine Act of Nature Days.

Unless a student make-up day is required to be scheduled by law, school lunch personnel shall receive their normal day's pay for any day declared to be an Act of Nature Day.

B. If the school district requires cooks to report to work and the day be disallowed for State Aid, cooks will be paid for the day at their daily rate.

C. In the event P.A. 239 Section 101(3) of 1984 is repealed, then upon repeal of said Act, the language included in the 1984-85 Collective Bargaining Agreement shall govern.

D. All employees covered by this Agreement who are released early by their supervisor shall receive a normal workday's wage. When there is a mechanical breakdown such as power failure, loss of water or heat, etc., and cooks have reported to work and are released early by their supervisor, they will be paid their normal day's pay for that day.

E. Head Cooks may be required to report to work on inclement weather days, emergency days, Act of God Days, and Professional Development Days, to be responsible for any food service-related deliveries scheduled on these days. Head cooks shall be paid at time and on-half for a minimum of two hours.

SCHEDULE A

WAGE SCALE*

	2024-25	2025-26	2026-27
Head Cooks	$16.46	$17.21	Wage Reopener
Food Service Aid	$13.91	$14.66	Wage Reopener

*The probationary rate is forty-five cents ($.45) below the seniority rate.

During the life of this Agreement Employer agrees to renegotiate wages if Federal or State minimum wage rises over current wages of Food Service Aide, and Head Cook will be two ($2.00) dollars over aide pay.

LONGEVITY

Employees who meet the eligibility requirements shall receive the following longevity payments in the second paycheck of November.

Years of Service	Longevity Payment
0-3 year	$0
4-9 years	$500
10-14 years	$600
15-19 years	$1,200
20-29 years	$1,500
30+ years	$2,500

Employees must have completed their years of service prior to November 1st to be eligible for payment.

MEMBERSHIP

Employees shall receive reimbursement of the annual cost of their SNA membership when they present proof of to the district.

ATTENDANCE INCENTIVE

Employees who have perfect attendance shall receive the following Attendance Incentive payment in the last payroll of the school year.

I. Completion of one year with no days off: $500

II. Completion of one year with one day off: $250

Days off do not include jury duty, worker's comp, bereavement, or professional development days.

EMPLOYEE JOB DESCRIPTIONS

Job Title: **Traveling Head Cook**

Definition: Qualified Child Nutrition employee who fills in on an as needed basis for a Head Cook at any building after building resources have been depleted for said opening.

Qualifications: (In accordance with the Americans with Disabilities Act)

Senior employee must be trained in all aspects of Head Cook position. Must be able to travel to all schools. Must be able to adapt and adjust to individual schools and personnel within. Must adhere to all policies and procedures. Able to adapt to change.

After first asking qualified employees in a particular building to fill in at that building according to seniority, a Traveling Head Cook may be called, following the cafeteria seniority list. The Traveling Head Cook will follow the Head Cook job description with these additional requirements:

1. Must be able to travel to all six (6) schools if and when needed.
2. Ability to adjust to each school and the policies and procedures within each.
3. Ability to adapt to change.
4. Must be trained.

On days when special events are scheduled during normal school hours and a portion of a given student body in a particular building is absent from the cafeteria, that specific day's tallies for lunch tray counts, ala carte sales, and/or breakfast tray counts shall not apply.

Examples of special events shall include, but not be limited to the following: field trips, band trips, travel to historic or cultural areas, Citizenship days, (PTG.) Parent Teacher Group parties, or other like days when a portion of the student body are provided meals away from the cafeteria.

These single days' tallies shall be omitted from the monthly totals in the month in which they occur and shall not be used to compute personnel hours.

Job Title: **Head Cook Job**

Summary: The head cook is responsible for the total operation of the food service program in his/her building. He/she operates within the rules, regulations and procedures as prescribed by the food service director.

Essential Duties: (In accordance with the Americans with Disabilities Act)

1. Supervises and assists the food service director in the development of and implements the daily menus.

2. Supervises and assists in preparing food according to prescribed menus and procedures. This includes determining quantities of food to be prepared daily, preparing food, determining serving sizes to meet age requirements and properly caring for unused food.

3. Supervises, plans and organizes cook work schedules within his/her building.

4. Supervises the daily cleaning and sanitation/sterilization of the kitchen, kitchen equipment, utensils, dishes, pots, pans, flatware and other.

5. Supervises and implements procedures that insure proper and efficient use of all kitchen equipment and materials. This includes providing training and instruction for cooks and holding meetings when necessary.

6. Supervises and implements pertinent Employer Policies and Procedures, local, state and Federal health and safety regulations.

7. Supervises and assists in prescribed record keeping and financial activities. This includes lunch counts, production records, ordering supplies, lunch tickets, money collecting, money accounting and monthly reports.

8. Supervises and assists in the development of and implements kitchen security procedures. This includes opening and locking of the kitchen and other food service facilities, i.e., storerooms, freezers and refrigerators.

9. Supervises and assists the process of receiving food shipments, milk and other supplies. This includes accounting for incoming shipments, signing for incoming shipments, shelving incoming shipments (head cooks must be able to regularly lift fifty [50] pounds).

10. Supervises and implements inventory procedures. This includes inventories of all supplies found in storerooms, freezers, refrigerators, other.

11. Reports all accidents and problems to the director of food service.

12. Attends job related training classes and workshops.

13. Must be able to work while standing and to lift fifty (50) pounds.

Other Duties: As assigned by the Director of Food Service.

Qualifications:

Education: High school diploma or equivalent required.

Experience: Experience as a food service cook in the LakeVille Community School District desired.

Skills/Other: Demonstrates the ability to lead, direct and command respect of fellow workers. Demonstrates willingness to work and cooperate with supervisor and fellow employees, students and members of the community. Demonstrates the desire to maintain the School District's physical facilities in the best possible condition. Demonstrates the ability to accept supervision and follow oral and written instructions. Ability to exercise good judgment and follow Employer policies and established procedures. Demonstrated mental/physical ability and stamina for meeting the essential duties of the position. Able to lift fifty (50) pounds on a regular basis. Knowledge of all cleaning methods, materials and equipment. Ability to follow and relay instructions involving chemical safety labeling, material safety data sheets, other.

Job Title: **Cook's Helper**

Job Summary: The Cook's Helper reports to the Head Cook and is responsible for assisting the Head Cook in implementing the food service program in the building.

Essential Duties: (In accordance with the Americans with Disabilities Act)

1. Assists in the preparing and serving of food. This includes cooking, steaming, frying, freezing, baking, mixing, blending, cutting, etc., food materials and serving appropriate amounts to the customers.

2. Works within the work schedule developed by the Head Cook and performs the tasks assigned by the Head Cook.

3. Assists in the daily cleaning and sanitation/sterilization of the kitchen, kitchen equipment, utensils, dishes, pots, pans, flatware and other.

4. Assists others in the proper and efficient use of all kitchen equipment and materials.

5. Complies with pertinent Employer Policies and Procedures, local, state and Federal health and safety regulations.

6. Assists in prescribed record keeping and financial activities as assigned. This includes lunch counts, production records, ordering supplies, lunch tickets, money collecting, money accounting and monthly reports.

7. Assists in kitchen security procedures as assigned. This includes the opening and locking of the kitchen and other food service facilities, i.e., storerooms, freezers, refrigerators, etc.

8. Assists in the process of receiving food shipments, milk and other supplies. This includes accounting for incoming shipments, signing for incoming shipments and shelving of incoming shipments.

9. Assists in the inventory of supplies found in storerooms, freezers, refrigerators, etc.

10. Attends job related training classes and workshops.

11. Must be able to work while standing and to lift fifty (50) pounds.

Other Duties: As assigned by the Head Cook.

Qualifications:

Education: High school diploma or equivalent required.

Experience: Not required but desired.

Skills/Other: Demonstrates the willingness to work and cooperate with supervisors and fellow employees, students and members of the community. Demonstrates the ability to accept supervision and follow oral and written directives and procedures. Demonstrates the mental/physical stamina for meeting the essential duties of the position.