

MASTER AGREEMENT

BETWEEN

**THE HARTLAND CONSOLIDATED
SCHOOLS BOARD OF EDUCATION**

AND

**THE HARTLAND FOOD SERVICE
ASSOCIATION
MEA/NEA**

2022 – 2025

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STATEMENT OF COMPLIANCE WITH FEDERAL LAW

The Hartland Consolidated School District complies with all Federal laws and regulations of the U.S. Department of Education. It is the policy of the Hartland Consolidated School District that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, handicap, or limited English proficiency shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity to which it is responsible or for which it receives financial assistance from the U.S. Department of Education.

Presented and Approved:
July 5, 1988

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ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent as defined in Section II of Act 379, Public Acts of 1965, for all school employees in the appropriate bargaining unit, described and defined as: Cafeteria workers (production manager, central kitchen crew leader, head cook/baker, satellite crew leader, cook assistant), excluding therefrom all other employees not mentioned above.
- B. During the term of this Agreement, the employer will not contract with any outside source for fee to provide services to perform work normally and usually performed by bargaining unit employees, except as substitute personnel or for temporary projects and/or temporary work overloads.

The employer may use the services of volunteers, student workers, state or federal government project workers, supervisors and/or other employees to perform work normally and usually performed by bargaining unit employees, provided such use does not result in the replacement of any bargaining unit employee, the reduction of any bargaining unit employees' regularly scheduled hours, or the reduction of the normal work force used to accomplish work traditionally assigned to bargaining unit employees in their respective classifications at each building. The parties recognize that modification in the work force not caused, or compensated for, by the utilization of such personnel may occur where there is an operational change which justifies the elimination of positions pursuant to the closing of building, reduction of personnel requirements according to contractual obligation for teacher aides, and/or the consolidation, reduction or elimination of programs or departmental functions. This provision shall not limit the use of such workers during a financial crisis necessitating the reduction of bargaining unit employees, provided that if such workers have been used in the place of bargaining unit employees, the work force on layoff will be promptly restored upon resolution of the financial crisis to positions consistent with the level of program in effect.

The job functions which have been traditionally assigned to bargaining unit employees under this Agreement shall not be transferred to another bargaining unit or work force from any source, paid or unpaid, and the use of workers pursuant to this provision shall not be construed as a transfer of any of those job functions.

ARTICLE 2 - DEFINITIONS

- A. **Association**: Whenever the term "Association" is used it shall mean the Hartland Food Service Association (MEA/NEA) and shall include its designee upon whom the Association has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Board.
- B. **Association Representative**: Whenever the term "Association Representative" is used it shall mean the employee(s) designated by the Association to represent an individual or group of employees. Written notice shall be provided upon request of the Board.
- C. **Board**: Whenever the term "Board" is used it shall mean the Board of Education of the Hartland Consolidated School District and shall include its designee upon whom the Board has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Association.

- D. **Employee**: Whenever the term "Employee" is used it is to include any member or members of the bargaining unit.
- E. **Employer**: Whenever the term "Employer" is used it shall mean the Hartland Board of Education.
- F. **Director**: Whenever the term "Director" is used, it shall mean the Student Nutrition Director and any authority to act in the Director's place and stead.
- G. **Superintendent**: Whenever the term "Superintendent" is used it shall mean the Superintendent of Schools and shall include the designee upon whom the Superintendent has conferred authority to act in the Superintendent's place and stead.

ARTICLE 3 - RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

- A. Hire and contract with such duly qualified employees as may be required;
- B. The general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district;
- C. Establish and carry on such grades, schools, and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools;
- D. To make reasonable rules and regulations relative to anything whatsoever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated School District;
- E. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include without being limited to the establishment of educational policies, the construction, acquisition and maintenance of school buildings and equipment, the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 4 - ASSOCIATION AND EMPLOYEE RIGHTS

- A. Insofar as provided by the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee of any rights conferred by the laws of Michigan, Michigan General School Laws and the Constitution of the United States, that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of their membership or their participation in any activities of the Association.
- B. The Association, upon prior notification of at least 24 hours, shall be permitted reasonable use of school building facilities and equipment for Association business at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system. The Association shall pay for damage to equipment beyond normal wear and tear and any materials used. The Association may use the district mail service, email, and mail boxes for its business announcements.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, upon notification to the respective building administrator, provided it does not interfere with the duties of the employee or the administration and operation of the school system.
- D. The Board agrees to furnish to the Association, in response to written requests, all available information concerning the financial resources of the district and other such information as will assist the Association in developing intelligent, accurate, informed and constructive positions on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. There will be no removal of permanent records from school property.
- E. The Board agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, color, religion, national origin, age, sex or marital status in the application of the Agreement.
- F. The Association shall receive a personnel roster of all employees covered under this Agreement stating: Name, place of assignment, date of employment, classification, years of previous credit granted, and salary. A revised personnel roster shall be delivered to the Association in January of each year.
- G. At the request of the employee, a representative of the Association may:
 - 1. Accompany the employee in a review of his/her personnel file;
 - 2. Participate in any investigatory or disciplinary conference with a representative of the employer which may lead to any form of disciplinary action against the employee.
 - 3. Participation in any follow-up meeting regarding an evaluation.

- H. The Association may use up to three (3) days each school year for release, with pay, of employees who are officers or agents of the Association, for the purpose of attending to the business of the Association.

ARTICLE 5 - PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance for MESSA programs not fully Employer-paid, credit union, charitable donations, or any plans or programs jointly approved by the Association and Employer.

B. 403(b) Plans

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. Therefore, the Board will make available a 403(b) plan to all employees at his/her own option and expense. The Plan Document, consistent with all legal requirements, will be available for review and comment by the Association.

Additionally, the Plan Document shall allow for:

1. Employer contributions, if mutually agreed upon.
2. "Catch up" contributions as defined by the IRS
3. "Hardship" withdrawals as defined by the IRS
4. The ability of an employee to request and receive a loan as appropriate under 403(b) regulations
5. Acceptance of contributions to the Plan from monies generated by liquidation of another Plan (i.e. "rollover").
6. An open enrollment period at least once each year that allows participating employees the ability to make changes in their deferral elections under the Plan.
7. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the Plan as soon as reasonably possible, but within fifteen (15) business days following the act of reduction of salary.

Any changes to the features of the Plan as described above will be mutually agreed upon by the Board and the Association. The Board will maintain the Plan in compliance with all applicable Internal Revenue Code Requirements and will give timely notice to the Association of any amendments to the Plan required for that purpose.

ARTICLE 6 - QUALIFICATIONS AND CLASSIFICATIONS

- A. An applicant shall be physically able to perform the duties set forth in the job description.
- B. The applicant shall possess the skills or qualifications necessary to perform the duties required by the position. Tests and requirements for the position shall reasonably reflect the skills and qualifications necessary for the position.

- C. The Board shall notify the Association of any newly created positions and their classifications. If the Association objects within 30 days of filling the position, the matter shall be submitted to negotiations.
- D. Job descriptions for all positions represented by the Association shall minimally include the normal work schedule, pay classification as per this Agreement, work year and specific description of duties.
- E. All medical examinations and/or X-rays requested by the Board shall be at the expense of the Board, with the exception of the State required TB test. An employee will be reimbursed for a medically required TB X-ray test when the cost is not paid through the employee's health insurance. Employees shall be given reasonable release time to obtain a chest X-ray, if a skin test is non-conclusive. In the interest of protecting the children and adults in our community, the Board may request a medical examination of an employee at any time when there is reason to suspect there is a health problem. Payment for release time will be made only if the test cannot be conducted other than during the regular working day.

ARTICLE 7 - SENIORITY

- A. Employees shall, after fulfilling a probationary period of 60 working days, accumulate seniority in the bargaining unit from the first day the employee assumes the duties of employment.
- B. During the probationary period, probationary employees shall be eligible for "funeral leave" and Act of God days, but not for sick leave and holidays. However, once an employee has completed their probationary period, they shall be eligible for payment of sick leave or holidays that occurred during their probationary period on a retroactive basis.
- C. The administration shall maintain a seniority list of all employees in the bargaining unit. The seniority list shall contain a listing of each employee's name, their date of hire, seniority ranking and current classification. Said seniority list shall be presented to the Association during the month of January of each year and corrections will be brought to the attention of the administration within 30 calendar days of receipt of the list by the Association. Ranking of employees who assume their duties on the same day shall be done in order of the highest last four digits of the employee's social security numbers. In the event of ties which develop as a result of loss of seniority, ranking shall be determined by giving the highest seniority ranking to the employee who was senior according to the previous seniority list.
- D. Seniority is lost only by the resignation or dismissal of the employee.
- E. Seniority shall accrue based upon years of continuous employment from the employee's last day of hire. Time on leaves of absence or layoff shall not constitute a break of continuous employment. Time on leaves of absence for 90 days or more shall be deducted from seniority. Time spent on a medical-related leave shall accrue seniority. Time on layoff shall not be deducted from seniority.
- F. Should a person voluntarily transfer to another bargaining unit within the Hartland Consolidated Schools without a break in service and subsequently be laid off, they will retain their previously accumulated seniority in the Food Service Association and be allowed bumping rights.

ARTICLE 8 - ASSIGNMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- A. A position shall be defined as a job within a specific building.

- B. A vacancy shall be defined as a position presently unfilled; a position currently or temporarily filled but which will be open in the future. An existing position in the bargaining unit will be posted as a vacancy when it has been determined with reasonable certainty that the position is unfilled due to resignation, discharge, quit or abandonment and the position will be continued.

If the District chooses to increase the hours of a position by one or more hours per day, there have been incremental increases for the same position in the last 365 calendar days that total one or more hours per day or if the increase in hours now makes the position eligible for cash in lieu or insurance, the District will post the position internally for all Association members. The District and the Association will follow the vacancy procedures as defined in Article 8.

If a position has an increase in hours and the employee currently holding the position becomes displaced due to the vacancy posting procedures, the displaced employee shall be placed in a temporary position within the District with the same number of hours, same rate of pay and within ½ hour of their previous daily start time. They will remain in this position for up to 50 working days. During the 50-day period in which the employee is placed in a temporary position they will be required to bid on open positions that become available that are within ½ hour of their previous position daily hours and ½ hour of their previous start time. If no such position becomes available during the 50-day temporary position, on the 51st working day, the employee shall be allowed bumping rights as outlined in Article 9, Section A.

- C. A transfer shall be defined as movement from a position in a location to another position and/or location.
- D. All vacancies shall be posted no less than five (5) working days prior to public posting. Employees will be notified of postings via email and messaging app. Posting will set forth the requirements for the position and will be accompanied by a job description. A copy of summer postings will be sent to the Association President and the MEA Uniserv Office for distribution. The Board may establish trial positions of 40 workdays or less. At the end of the 40 workdays the position must be either posted or eliminated unless an extension is mutually agreeable to the parties.
- E. Vacancies in the bargaining unit shall be filled on the basis of seniority and qualifications, except as noted below. When there are applicants from within the existing bargaining unit, the position shall be filled by the most senior applicant who either has previously performed satisfactorily in the classification in which the vacancy occurs or can demonstrate the ability to perform the duties of the vacancy, provided there is no other applicant who possesses demonstrably superior qualifications (i.e. has demonstrated the necessary abilities through job shadowing, substituting, job sharing, etc). When filling vacancies for key positions such as production manager, head cook, central kitchen crew leader, and satellite crew leaders, the employee's attendance record during the prior 5 years, may be taken into consideration. Employees may bid on any postings while on their probationary period. Probation may be extended at the discretion of the Director.
- F. An employee may request a transfer to a different position in writing to the Director with a copy to the Association. The request shall set forth the position sought and the individual's qualifications.
- G. An employee placed in a new position, other than head cook or crew leader, shall be given a 20-working day trial period to determine their ability to do the work. An employee placed in a new position as production manager, head cook or crew leader shall be given a 45-working day trial period to determine their ability to do the work. If during the trial period the employee is unable to do the work or finds themselves unsuited to the work, they shall revert to their previous position. An employee deemed unable to do the work shall be informed in writing of the reasons. During the trial period the employee will be paid at the rate of the new position.
- H. Whenever an employee is requested to do temporary duty in a higher classification or for more hours per day, for a period of time greater than 30 calendar days, beginning with the 31st day,

they are to be reimbursed for sick days, holidays and Act of God days at the hourly rate of pay and scheduled work hours of that higher classification or higher number of hours. This is not to be retroactive for the first 30-day period of time.

- I. Temporary work overload transfers shall be for a period of no longer than 30 calendar days, except in the event that the Association and the Board agree to an extension. In the event that it is not mutually agreeable to extend the temporary transfer, the employee shall revert to their former position.
- J. An employee requested to do temporary duty in a higher classification shall be paid at the hourly rate of that higher classification. When an employee of higher classification is to be absent for more than three days, an employee of lower classification will be requested, by building seniority, to temporarily fill that position and perform the absent employee's assignment, provided they have the present ability to do the work. Where no employee assigned to the building of the absent employee can do the work or has accrued seniority as a non-probationary employee, an employee of a lower classification at another building will be requested by employee seniority to temporarily fill the position, provided they have the present ability to do the work. Substitutes will be hired to replace the person temporarily working at a higher classification job.

Nothing herein shall prohibit crew leader/production manager, with direction from the Director, from requesting an individual in the same classification within the building to perform these temporary duties, prior to making such a request of a lower classified employee. In such an event, the resulting vacant assignment shall then be filled as per this section.

- K. Involuntary transfers- will be made only where another eligible employee does not volunteer to be transferred. The District reserves the right to transfer employees, temporarily, to any building within the district, as long as the position is in the same classification and within 30 minutes of the employees' currently assigned hours and time. Every attempt will be made to keep the employee as close to their current assigned hours and time as possible, but in no case will they be required to adjust their schedule and time more than 30 minutes. To the extent possible, the lowest seniority employee in the affected classification shall be transferred. Temporary Transfers shall only be done in the event of unforeseen circumstances and shall last no more than 10 working days.
- L. All temporary vacancies that are known or expected to exceed 60 working days for cook assistants, and 45 calendar days for all other positions (i.e. vacancies due to leave of absence and workers' compensation leaves) will be posted as "temporary vacancies" in accordance with the regular procedures found in this agreement. Temporary vacancies shall not exceed one (1) year.

The posting of a temporary vacancy shall include notification that the awarding of the position will be reversed in the event of the original employee's return. If after the trial period the employer determines that the employee will not be kept in the temporary vacancy, the Director shall have the option of giving the employee the choice to continue in the temporary vacancy with the understanding that they will return to their previous position when the original employee returns or if the job becomes permanent.

Should the temporary vacancy become permanent, or if the one-year period should expire, the temporary assignment shall become permanent and the resulting vacant position will be immediately posted in accordance with the regular procedures found in this Agreement.

The Employer shall only be required to post the original temporary vacancy, unless the temporary vacancy is known or expected to exceed 90 calendar days. One succeeding temporary vacancy will be posted, if one exists, as a result of the first posting being filled when the original temporary vacancy is known or expected to exceed 90 calendar days. When a final resulting vacant position

exists after the one succeeding temporary vacancy is filled, the employer shall give consideration to filling the position with a long-term substitute.

In the event an employee holding a temporary position successfully bids on a permanent vacancy, upon completion of any necessary trial period for the new position, the prior permanent position held by that employee shall be posted as a permanent vacancy. The vacated temporary position shall be promptly reposted as a temporary vacancy.

A reposted temporary position will be only for the remainder of the temporary vacancy to finish out the temporary position as initially posted. The substitute will then be utilized to fill any subsequent temporary vacancy occurring as a result of the reposting.

ARTICLE 9 - REDUCTION AND RECALL OF PERSONNEL

- A. When employees are displaced due to a reduction in personnel or elimination of position, the following procedure will be followed. The employee in the position that has been eliminated will be allowed to bump the lowest seniority employee in their classification whose hours are within ½ hour of the number of hours previously held by the displaced employee, or the lowest seniority employee in a lower classification whose hours are within ½ hour of the number of hours previously held by the displaced employee, unless not available; then the displaced employee may bump the lowest seniority employee in their classification with the closest number of hours or the lowest seniority employee in a lower classification with the closest number of hours. The five classifications are as follows: Production Manager, Central Kitchen Crew Leader, Crew Leader, Head Cook, Cook Assistant. Any employee displaced by being bumped by a higher seniority employee may follow the same bumping procedure as described above. Bumping will be allowed provided the displaced employee has the qualifications and ability to perform the duties required. A trial or training period of twenty (20) work days for Cook Assistant positions, or forty-five (45) work days for Production Manager, Crew Leader and Head Cook positions will be provided if the displaced employee did not previously perform duties in that same job capacity (at the Director's discretion). If the trial period is unsuccessful, the employee will resume the bumping process at the next lower classification. In no case shall an employee be allowed to bump a higher seniority employee.

When the Employer takes action to reduce the hours of an employee by one or more hours per day, the reduced employee may exercise their seniority to bump following the language outlined above for a displaced employee.

- B. Persons laid off shall be given no less than 30 days' written notice in the following manner: verbal notice and written notice sent by regular mail, or written notice sent by certified mail.
- C. Employees shall be recalled in order of greatest seniority subject to the provisions set forth in Paragraph A.
- D. An employee shall be notified of recall in the following manner: verbal notice and written notice sent by regular mail, or written notice sent by certified mail. They shall respond to the notice within one (1) week of the receipt of said notice. Failure to respond and report shall constitute a resignation.
- E. No employee shall be required to accept a position outside of their current classification or of lesser hours than worked when laid off, or for which they are not qualified. No employee shall lose their recall right for refusing a position for previously stated reasons.

- F. All benefits of employment shall continue in effect until such time as an employee on notice of layoff actually misses their first day of work due to being laid off.

ARTICLE 10 - WORK SCHEDULE

- A. Hours: The hours worked will depend on the numbers served and the menu for the day. All employees are required to use time clocks for work verification when possible. Hours over what have been assigned must be approved by the Director.

All employees will be guaranteed a minimum of three (3) hours per day for regular work, or for District in-service on planned non-student days, for food service staff; however, the district may create a maximum of two (2) two-hour positions at each secondary building, and the district may create a maximum of one (1) two-hour position at each elementary building.

- B. Employees working more than eight hours on any day, or more than 40 hours per week, will receive time and one-half for additional hours and for Sundays and holidays double time, except as in Section I below. Crew Leader meetings will not be paid as overtime if the employee works more than 8 hours on that day. If Crew Leader meetings cause an employee to work over 40 hours in a week, overtime shall be paid.
- C. Employees working four (4) to six ½ (6 ½) hours per day shall be eligible for one (1) 15 minute paid rest break. Employees working seven (7) or seven and one-half (7 ½) hours per day shall be eligible for a second break of 10-15 minutes depending upon the needs of the department. If the employee is unable to take their first break, they will be paid for that time subject to pre-approval of the crew leader/production manager, with direction of Director. If the missed break is approved, the employee should note the missed break on their time card. The pay for the missed break will then be added to the employee's check. There will be no compensation for a missed second break.
- D. The administration shall provide notice to non-school groups permitted use of kitchen facilities that the kitchen facilities must be left in a clean and orderly condition after usage.
- E. To promote the most productive utilization of employees and avoid unnecessary reduction of an employee's hours, upon request the employer shall consult with the Association to explain and discuss food service staffing requirements.
- F. Additional cleaning hours shall be offered to employees by seniority within their building on an "as needed" basis, to be determined by the Director.
- G. Employee in-service at which the employee's attendance is required, or at which the Employer requests but does not require attendance, will be paid at the employee's regular hourly rate for any such hour of attendance. Voluntary employee attendance at approved county-wide in-service will be paid at the employee's normal daily rate for that day.
- H. Summer work: Employees shall, in order to be eligible for summer work, other than catering, sign up on a sign-up sheet to be posted by no later than two weeks prior to the last student day of the regular school year. Summer assignments shall be filled in order of seniority by classification from the summer work list on a rotating basis. In the event no employees are available and/or no qualified employees are available to perform the required tasks, the Board may, at its discretion, employ temporary help in order to accomplish the tasks at hand.

Employees working during the summer shall be paid their regular rate of pay. Summer time is designated as that period between academic work years.

- I. Catering: Catering work will be distributed to bargaining unit members on a rotational basis, based on seniority. Members who work in buildings where events are located will be given first priority. When no member working in the building where the catering event is to take place accepts the assignment, then the most senior qualified applicant outside the building shall be given the work.

There will be no requirement that the Employer equalize the hours for such work opportunities.

The base hourly rate for such work opportunities will be \$13.50 in 2022/23, \$13.75 in 2023/24, and \$14.00 in 2024/25.

There will be no overtime work (i.e. a total of over 40 hours in a week for regular work and catering) associated with the catering opportunity and there will only be one hourly rate for all catering work. However, for catering work only employees may work more than eight hours in a day and be paid at the regular catering rate for all catering hours worked that day. Catering assignments will not be split to accommodate the overtime requirement without the approval of the Director. Minimum hours for catering assignments shall be two (2) hours, except as noted below.

Catering work shall be done outside regular work hours except as follows:

In cases where the work is one hour or less, the employee may do the work adjacent to the regular work schedule at the regular rate of pay.

In cases where the work is 15 minutes or less, management may assign such work to be done during regularly scheduled hours, with early notification to the employee. If the work cannot be accomplished during regularly scheduled hours, the employee will notify management immediately and other arrangements will be made.

- J. Training Days and Inventory work shall be scheduled on the calendar at the beginning of the school year except that additional Training Days, if necessary, may be scheduled with 30 days' notice to employees. Inventory work may be done contiguous to the regular work day with the approval of the Director.
- K. The yearly Back-to-School meeting shall be scheduled to occur during the week (Monday through Thursday) prior to the start of school. Additionally, employees shall work at least one other day prior to the start of school to set up kitchens, to be scheduled by the production manager/crew leader and approved by the Director. Dates shall be scheduled and communicated to employees prior to the end of the preceding school year. Employee attendance on these days shall be mandatory.
- L. Employees shall be available to work through the last scheduled student day of the school year. During the last three instructional days, employees may be assigned to any building in the District.

ARTICLE 11 - COMPENSATION

A.

2022/23 Salary Schedule						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Production Manager	-	-	-	-	-	\$ 17.26
Head Cook	-	-	-	-	-	\$ 15.60
HHS Cook Crew Leader	-	-	-	-	\$ 15.57	\$ 16.15
HMS Cook Crew Leader	-	-	-	-	\$ 15.00	\$ 15.60
Farms Cook Crew Leader	-	-	X	\$ 14.16	\$ 14.73	\$ 15.30
Elementary Cook Crew Leader	-	-	X	\$ 14.00	\$ 14.56	\$ 15.13
Cook Assistant	X	X	\$ 12.69	\$ 13.25	\$ 13.83	\$ 14.39

2023/24 Salary Schedule						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Production Manager	-	-	-	-	-	\$ 17.61
Head Cook	-	-	-	-	-	\$ 15.91
HHS Cook Crew Leader	-	-	-	-	\$ 15.88	\$ 16.47
HMS Cook Crew Leader	-	-	-	-	\$ 15.30	\$ 15.91
Farms Cook Crew Leader	-	-	X	\$ 14.44	\$ 15.02	\$ 15.61
Elementary Cook Crew Leader	-	-	X	\$ 14.28	\$ 14.85	\$ 15.43
Cook Assistant	X	X	\$ 12.94	\$ 13.52	\$ 14.11	\$ 14.68

2024/25 Salary Schedule						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Production Manager	-	-	-	-	-	\$ 17.96
Head Cook	-	-	-	-	-	\$ 16.23
HHS Cook Crew Leader	-	-	-	-	\$ 16.20	\$ 16.80
HMS Cook Crew Leader	-	-	-	-	\$ 15.61	\$ 16.23
Farms Cook Crew Leader	-	-	X	\$ 14.73	\$ 15.32	\$ 15.92
Elementary Cook Crew Leader	-	-	X	\$ 14.57	\$ 15.15	\$ 15.74
Cook Assistant	X	X	\$ 13.20	\$ 13.79	\$ 14.39	\$ 14.97

Eligibility for step increase on the salary schedule will be effective on July 1 of each school year.

Beginning in 2022/23, all new hires will be placed on Step 3 and progress one step per year thereafter.

- B. **Retirement:** The employer will contribute the full cost of retirement premiums in accordance with the Michigan Public School Employees' Retirement Law.
- C. Employees required to use their personal automobiles to transport food, travel between buildings or perform other tasks for the employer shall be reimbursed for mileage at the established rate for all employees of the district, and the time involved in performing such tasks shall be paid duty time.

ARTICLE 12 - FRINGE BENEFITS

- A. **Uniform Allowance:** The employer will require each employee to wear a uniform at work, the design, color and material of which shall be specified by the employer. Each employee will be provided with a uniform allowance each year toward the purchase of uniform/shoe apparel during the school year, for a total of up to two hundred twenty-five dollars. (\$225.00). Clothing Allowance may be used to purchase only the following:

Uniform shirt (s)
Uniform jacket (if selected)
Uniform pant (s)
Slip resistant shoes
Aprons purchased through the Student Nutrition Department
Visors or Hats purchased through the Student Nutrition Department
Cloth masks purchased through the Student Nutrition Department
Clothing portion may be applied to a second pair of shoes
Any other items approved for the entire department by the employer

The uniform allowance may not be used to purchase any of the following items: (aprons, visors, hats or masks not purchased through the Student Nutrition Department), undergarments, socks, sweatshirts, blue jeans, and any items not listed above.

The use of slip resistant shoes is mandatory for all employees while on the job, unless the employee has a documented medical reason that prohibits their use. Documentation that shoes are slip resistant will be required. The employer will require submission of dated, itemized receipts for reimbursement of uniform costs or direct the employee to purchase uniforms at a designated dealer to whom it has provided a purchase order to be billed to the employer.

Purchases must be made by March 1 and receipts turned in by March 15, except the Director may require purchases be made prior to March when deemed necessary for appropriate appearance within a particular kitchen unit. Probationary employees will receive reimbursement after they have completed their probationary period.

- B. **Health Insurance:** Pursuant to the authority set forth in Section 1255 of the School Code of 1976, as amended, the Board agrees to furnish for all employees permanently working in positions assigned twenty five (25) or more hours per week the following insurance coverage:

- The Governing Board of Livingston Healthcare Consortium (LHC) will determine the choice of medical plans available to employees. Should the LHC no longer operate or if the District no longer participates in the LHC, medical plans offered at the time of termination or separation will continue to be offered to employees until another agreement between the parties is reached.
- Between July 1, 2022 and December 31, 2022, the Board will contribute the maximum amount allowed by law (prorated for the 6-month period) towards each employee's annual health insurance premium as dictated by each employee's elected coverage type (single, individual/spouse or individual with one non-spouse dependent, or family). Beginning January 1, 2023 and on each subsequent January 1 for the duration of this contract, this amount will be adjusted by the change in the medical care component of the United States Consumer Price Index, as defined in PA 152, for the period ending the immediately preceding April 1.

- The Board shall first make payments up to the hard cap total towards the medical premium.
- When the total medical premium cost is less than the total hard cap, the Board will provide the difference to each members' Flexible Savings Account or HEQ HSA, equally divided among the employees who take health insurance.
- When the total medical premium cost exceeds the total hard cap, the remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. Each employee's monthly contribution towards medical premiums shall be determined annually after the bargaining unit's open enrollment.
- The employee's premium contribution will be payroll deducted, in equal semi-monthly amounts from each paycheck for the remaining pay periods into a qualified Section 125 Plan, using pre-tax dollars that allows for medical reimbursement, contribution to health care premiums, and dependent care, using pre-tax dollars that allows for medical reimbursement, contribution to health care premiums, and dependent care using pre-tax dollars. The Board's "qualified Section 125 plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

The parties understand that if not already in the plan offered a plan will be made available by the required date to meet requirements of the Federal Affordable Care Act.

- C. Ancillary Benefits: Beginning January 1, 2018 the Governing Board of the Livingston Healthcare Consortium (LHC) will determine the level of Ancillary Benefits (Life and AD&D Insurance) available to employees. Should the LHC no longer operate or if the District no longer participates in the LHC, ancillary benefits offered at the time of termination or separation will continue to be offered to employees until another agreement is reached.
- D. Short-Term Disability Insurance: In addition to the District-provided benefits through the Livingston county Consortium as described above, at the completion of the probationary period, the Board will make payment of premiums for short-term disability insurance for all employees averaging two hours of work per day or more.

Employees receiving district-paid disability benefits shall not be able to use paid sick leave to receive in conjunction with the disability benefit more than their regular pay with the school district for the period of disability. Accumulated sick leave may be used on a proportional basis to supplement the disability benefit to receive an amount equal to their regular pay after deductions.

- E. Cash-in-lieu: An employee eligible for health insurance premium contribution, and who elects not to enroll in health insurance coverage through the Board, shall be eligible to receive a monthly cash-in-lieu payment of one-hundred, twenty dollars (\$120.00).

Employees permanently working in positions assigned twenty (20) or more hours per week, but less than 25 hours, shall be eligible to receive a monthly cash-in-lieu payment of ninety dollars (\$90.00).

Any tax incidence due to the implementation of this provision shall be the responsibility of the employee, except the employer shall be responsible for its share of FICA.

- F. Physical: When an annual physical is required by the employer; not a pre-employment physical, the employer will pay the difference between what the employee's insurance company pays and the

cost of the physical. The physical is to be by an employer-selected physician or the employee's physician, at the employer's option. Employee shall be paid their normal hourly wage for time needed to obtain examination.

- G. Longevity Compensation: Employees hired before July 1, 2006 who qualify for longevity compensation shall be paid at either the contractual rate that applies to Employees hired before July 1, 2006, or the contractual rate that applies to those hired after July 1, 2006, whichever is greater:

For regular employees hired prior to July 1, 2006, payment will be an amount in consideration of their longevity with the employer in accordance with the following schedule:

At the beginning of the sixteenth consecutive year of employment - \$.50 per hours worked

To be eligible for longevity compensation, an employee must complete the number of full school years of employment specified above. When an employee is hired after October 1, that school year will not be counted towards the consecutive years of employment for longevity.

Paid sick days do count; however, catering hours and pay earned on workman's comp or through disability insurance benefits do not count towards longevity payment. Employees must complete the school year to be eligible to receive longevity.

Longevity will be based on actual hours worked through the nineteenth (19th) pay, and estimated regular hours for the remainder of the school year, and paid to the employee at the end of the school year in the employee's last paycheck if the employee completes the school year.

Longevity Compensation for Employees Hired after July 1, 2006:

5-9 years	\$350
10-14 years	\$450
15+ years	\$550

The first longevity payment will be paid at the conclusion of the 5th year. To be eligible for longevity compensation, an employee must complete the number of full school years of employment specified above. When an employee is hired after October 1, that school year will not be counted towards the full years of employment for longevity.

Paid sick days do count; however, catering hours and pay earned on workman's comp or through disability insurance benefits do not count towards longevity payment.

To qualify for full longevity, the employee hired after July 1, 2006 must work at least seventy-five percent (75%) of the scheduled days of the school year. Employees who work less than seventy-five percent (75%) of the scheduled days will have their longevity payment pro-rated to reflect the percentage of scheduled days actually worked. Employees must complete the school year to be eligible to receive longevity.

H. Sick Day Incentive:

Employees with 15 years of service or more in the District shall be paid \$10/ day per unused sick day at the time of retirement or resignation.

Employees with 10-14 years of service in the District shall be paid \$5/day per unused sick day at the time of retirement or resignation.

Employees who qualify for this incentive will receive payment for the number of days earned as of their last day worked. Employees who retire or resign and qualify for this incentive shall be paid for this incentive on their final paycheck. If retiring or resigning before the end of the school year, current year days will be prorated for days worked.

ARTICLE 13 - LEAVES/ABSENCES

A. Paid Holidays: Employees will receive the normal rate of pay for the following holidays: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Good Friday and Memorial Day, only under the following conditions:

1. The employee worked the full scheduled work day before and after the holiday, during the current school year.
2. The employee was absent due to bereavement leave (Article 13 C.), work-related injury where the District doctor states the member cannot work, workers' compensation leave, required court appearances, Act of God days (Article 13 B.), illness documented by a doctor's note, or leave granted by the Director.

B. Act of God Days: On Act of God Days when any or all schools are closed, employees in the closed building will receive their normal pay unless it is a work day which is to be rescheduled and worked on another date which is in addition to their originally scheduled work year remaining. If the employee will work such a rescheduled work day, then they will not be compensated for the canceled work day, but will be compensated for the rescheduled work day at the time it is worked. If the Employer elects not to make up the day, the employee will receive their normal rate for that day.

When the "main roads only" policy is in effect, only those employees who report for work will be paid.

Act of God days will be paid during the payroll period in which the District was closed. If days are rescheduled later in the school year, the Association agrees to work on the rescheduled days without additional compensation, since those hours will have already been paid during the payroll period in which school was closed. If the days are not rescheduled later in the school year, the District will not make any payroll adjustments.

C. Leave Days: At the beginning of each school year, the Board of Education will credit each employee hired prior to July 1, 2010 with 12 days' leave with pay, to be used for business or illness of the employee or to care for members of the employee's household. Of the 12 days, a maximum of three (3) days may be used for business. Employees hired on or after July 1, 2010 shall be credited with six (6) such leave days per year for the first three (3) years of employment with Hartland Consolidated Schools. Of the six (6) days, a maximum of two (2) days may be used for business. Beginning with the fourth year of employment, twelve (12) days shall be credited as above. Sick days may be used in accordance with the Paid Medical Leave Act (PMLA) so long as the act is in effect. No two business days may be taken consecutively, or on a day prior to, or following a vacation period without the approval of Chief Financial Officer. For the term of this agreement, vacation period shall mean non-student days. Business leave is to be used to attend to matters of urgent and crucial nature which require the personal attention of the employee and cannot be reasonably attended to at alternative times which do not interfere with the duties of employment. Sick days shall be accumulative from year to year.

Funeral leave: In the case of death in the immediate family, an additional four (4) days per occurrence will be available with pay to be used for any work days lost in conjunction with

attendance of the funeral within the period of four (4) days before and after the day of the funeral. Funeral leave may be delayed if necessary to attend a later memorial service. Definition of "immediate family": Mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, Step-mother, Step-Father, Step-Son, Step Daughter, Step-Brother, Step-Sister or a member of the employee's household.

All requests for absences, except sick leave, will be requested in writing in advance. Failure to do so will be treated as time lost and the individual will be docked for the absence.

- D. Jury Duty: Employees called for jury duty shall be paid by the Board, a sum to make up the difference between what they are paid by the court for jury duty and their regular wage for a scheduled work day when they are required, by law, to serve, if the jury duty pay is less than their regular wage.
- E. An employee who is unable to work because of illness or disability including maternity-related disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for up to one (1) year. Upon ratification of this agreement, the granting of any additional requests for such leave shall be at the discretion of the employer in cases where the cumulative amount of time on leave under this article exceeds the amount of time not on leave under this article.
- F. An employee shall be granted up to one (1) year maternity leave without pay upon request. Such leave shall be applied for within four (4) months after pregnancy has been determined, if possible. The employee should begin the leave at the discretion of their physician. The Board may request a doctor's statement.
- G. An employee absent from work because of injury incurred at the site of employment shall not be charged with loss of personal sick leave for the seven (7) calendar days interim before Workers' Compensation begins. An employee absent due to a condition covered by Workers' Compensation may elect (1) to receive Workers' Compensation benefits only with no charge against sick leave; or, (2) to receive paid sick leave benefits on a prorated basis of the difference between the employee's normal pay and the amount of the Workers' Compensation benefits, for the duration of the Workers' Compensation benefits or the exhaustion of the employee's paid sick leave accumulation, whichever occurs first. An employee on Workers' Compensation leave shall have their position held for up to one (1) year. If they are unable to return after one (1) year, their position may be posted and declared vacant. The employee will be returned to a comparable position when they are able. If a position is not available, the provisions of Article 9 shall be implemented.
- H. Conferences: Any employee attendance directed by the Employer at a conference or training program will be without loss of pay. Employees shall be reimbursed for fees and mileage and the Employer may require that the employees car-pool. In order to expand or improve skills of employees or to train employees to qualify for positions in other classifications, the employer may require the employee to participate in training programs.

An employee request to attend a conference or training program will, if approved, be taken as a personal business day or a day without pay. Such employee(s) may, at the Employer's discretion, be reimbursed for fees and mileage.

- I. Unpaid leaves: An employee may request an unpaid leave of absence in writing in advance with the reason for the request. Approval of any unpaid leave shall be at the sole discretion of the Chief Financial Officer or the Chief Financial Officer's designee.
- J. Upon expiration of an unpaid leave of absence of up to 1 year an employee shall be returned to their former position. Upon expiration of an unpaid leave of absence in excess of one year, an employee's position may be posted as vacant and the employee returning from leave will be placed in an available position within the classification from which the leave was taken. In the event no vacancy exists, the provisions of Article 9 shall be implemented.
- K. Return from leaves: An employee will provide a minimum of five (5) working days notice of intent to return from an absence of sixty (60) calendar days or more.
- L. Leave provisions of this agreement shall be consistent with the requirements of the federal Family and Medical Leave Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this agreement.
- M. Any employee on a leave of absence, unpaid or workers' compensation, may not bid on any vacant position unless they are able to assume that position on the first day that it becomes available.

ARTICLE 14 - PROTECTION OF EMPLOYEES

- A. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the employee of their rights and obligations with respect to such assault and shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities, provided the employee is not in violation of any published Board policy or any published administrative regulations.
- B. If any employee is complained against or sued as a result of any action taken by the employee while in the scope of their employment, the Board shall provide legal counsel and render all necessary assistance to the employee in their defense, provided the employee has not violated any published Board policy or any published administrative regulation.
- C. Time lost by an employee in connection with any job-related incident mentioned in this Article shall not be charged against the employee, provided the time lost is not due to the misconduct or negligence of the employee.
- D. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.

ARTICLE 15 - DISCIPLINE OF EMPLOYEES

- A. An employee, upon request, shall be entitled to have present an Association Representative when the employee is being disciplined or questioned regarding a matter for which there is reason to believe that disciplinary action against the employee being questioned may result for any infraction of rules or delinquency in performance.
- B. Employees shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. This entails implementation of progressive discipline. Any such discipline, reprimand, or reduction in rank or compensation asserted by the Board or representative thereof shall be subject

to the grievance procedure. No employee shall be disciplined in the presence of students or other employees. All information forming the basis for disciplinary action shall be made available to the employee and the Association.

- C. The provisions of this Article shall not apply to employees fulfilling the 60-day probationary period.
- D. When the employer becomes aware of an incident or receives a complaint regarding an employee which may result in disciplinary action against the employee, the employee will be notified within five (5) work days of receipt of the information or complaint that the incident or complaint is under investigation.

ARTICLE 16 - GRIEVANCE PROCEDURE

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.
- B. In the event that an employee believes there is a basis for a grievance, they shall, within five (5) work days of the date of the occurrence or event which gave rise to the grievance, first discuss the alleged grievance with the Director either personally or accompanied by an Association Representative.
- C. If as a result of the informal discussion with the Director a grievance still exists, the formal grievance procedure may be invoked on the form set forth in annexed Appendix B, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the Director within ten (10) working days of the date of the informal meeting. If the grievance involves more than one Administrator, it may be filed with the Superintendent.
- D. Within three (3) work days of receipt of the grievance, the Director shall meet with the Association's Representatives in an effort to resolve the grievance. The Director shall indicate their disposition of the grievance in writing within five (5) work days of such meeting to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted within five (5) work days by the Association to the Chief Financial Officer. Within five (5) work days the Chief Financial Officer shall meet with the Association's Representative on the grievance and shall indicate their disposition of the grievance in writing within ten (10) work days of such meeting, to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Chief Financial Officer, or if no disposition has been made within ten (10) work days of such meeting, the grievance shall be transmitted to the Superintendent within ten (10) work days by filing a written copy thereof. Disposition of the grievance in writing by the Superintendent shall be made no later than ten (10) work days thereafter in writing to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within ten (10) work days of such hearing, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within 30 work days of the Superintendent's disposition or the deadline for the disposition.
- H. The arbitrator shall be selected according to the rules of the American Arbitration Association which shall likewise govern the arbitration proceedings. The Board and the Association shall not

be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, ignore, modify, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- J. If an individual employee has a grievance which they desire to discuss with the Director, they are free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Association, nor shall any disposition be inconsistent with the terms of this Agreement.

ARTICLE 17 - SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the Association President, Grievance Committee or designee and the employer or its designated representative upon the request of either party. Such meetings may be between at least two representatives of the Association and two representatives of management. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is required. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreed times. The members of the Association shall not lose time or pay for time spent in such special conferences.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to the Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees covered by this Agreement. New employees shall receive a copy of this Agreement upon employment. The Association shall receive 25 copies of this Agreement for its use.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

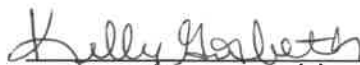
ARTICLE 19 - CONTINUITY OF OPERATIONS

The Association agrees that it shall not engage in any strike as defined in the Michigan Public Employment Relations Act for the duration of this Agreement.

ARTICLE 20 - DURATION

This Agreement shall be effective upon ratification by both parties no later than June 30, 2022 and shall continue in effect through the 30th day of June 2025.

HARTLAND FOOD SERVICE ASSOCIATION




President/Negotiator Kelly Cosbeth

Vice-President/Negotiator

Secretary



Treasurer ARLENE HOVEY



Negotiator ANN BUTCHER


Negotiator

Negotiator

HARTLAND BOARD OF EDUCATION




President CHRIS COSTA




Vice-President Kristin M. Coleman



Secretary Michelle Hemeayer



Treasurer THOMAS H. DIAMOND



Trustee



Trustee

Trustee

APPENDIX A

HARTLAND FOOD SERVICE ASSOCIATION GRIEVANCE REPORT FORM

Grievance # _____

Director's Signature _____

Date Filed _____ Date Received _____

Name of Grievant(s) _____

STEP I

A. Date cause of grievance occurred _____

B. 1. Statement of grievance (cite provision(s) violated) _____

2. Relief sought _____

Signature _____ Date _____

C. Disposition of Director _____

Signature _____ Date _____

D. Position of grievant and/or Association _____

Signature _____ Date _____

STEP II

A. Date received by Chief Financial Officer _____

B. Disposition of Chief Financial Officer _____

Signature _____ Date _____

C. Position of grievant and/or Association _____

Signature _____ Date _____

continued

GRIEVANCE REPORT FORM (continued)

STEP III

- A. Date received by Superintendent _____
Disposition of Superintendent _____

Signature _____ Date _____
Position of Association _____

Signature _____ Date _____

STEP IV

- A. Date submitted to arbitration _____
B. Disposition of arbitrator _____

Signature of arbitrator

Date of decision

APPENDIX B

Hartland Consolidated Schools Student Nutrition Department Annual Performance Evaluation Form

Name: _____ Employee ID#: _____
 School: _____ School Year _____
 Position: _____ Date: _____

Key:

D= Does Not Apply- Used when evaluator is unable to form a judgement on the employee's performance on this factor; either because the factor doesn't apply, was not observed or because of other circumstances

U= Unsatisfactory- Individual's performance is clearly below the level of acceptability

N= Needs Improvement- Individual's performance is below the job requirements, but could be improved through development, experience and application

M= Meets Expectations- Individual's performance fulfills the normal job requirements of the position

E= Exceeds Expectation- Individual's performance is beyond normal job requirements

Food Production, Safety & Sanitation	
Knowledgeable of job functions	
Prepares and serves food in accordance with health and sanitation requirements	
Prepares attractive, appetizing and nutritious meals for students and staff	
Maintains a clean and sanitized work area. Makes sure work area is clear of clutter, papers and is attractive	
Stores all food products to assure freshness and safety. (First In, First Out)	
Comes to work with clean clothes, apron and good hygiene, follows uniform policy	
Follows safety procedures for students with special dietary needs	

Comments: _____

Record Keeping	
Orders food and supplies accurately and correctly	
If cashiering, correctly rings up meals, follows computer alerts, correctly reconciles drawer	
Turns in paperwork completed and on time (ex. Production records, training materials, required documents, absence forms, time cards, etc.)	
Maintains Confidentiality	

Comments: _____

Employee Relations, Dependability and Attitude	
Is courteous, friendly and interacts well with students	
Maintains a cooperative attitude, respect and good relations with parents/public	
Maintains a cooperative attitude, respect and good relations with Student Nutrition co-workers	
Maintains a cooperative attitude, respect and good relations with HCS staff, Student Nutrition Director and HCS Administration	
Uses time efficiently	
Maintains positive attitude toward work, tasks and responsibilities	
Works well as part of a team	
Continues to develop and learn new skills within the department	
Reports to work on time	
Adheres to scheduled working hours and scheduled working days	

Comments: _____

Signature of employee shall not be understood, interpreted, or indicate agreement with the evaluation.

Director _____ Date _____ Employee _____ Date _____

Student Nutrition Evaluation

- A. The work of all employees, that have completed their probationary period, shall be observed for evaluation purposes. If there are any concerns regarding an employee's performance at any time, the employee shall be notified in a timely fashion. Evaluations shall be performed by the Student Nutrition Director.
- B. Each employee shall be presented a copy of the employee evaluation form at the beginning of the school year or upon hiring. The form shall contain the specific criteria upon which the employee will be evaluated. This form is the only authorized form for conducting written yearly evaluations.
- C. The Student Nutrition Director shall complete the written evaluation no later than May 15th of that school year. All "needs improvement" and "unsatisfactory" category ratings require written comment from the evaluator. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. The Student Nutrition Director shall meet with the employee before the end of the current school year to discuss the written evaluation. Evaluation review should be scheduled during the employee's regular work day whenever possible. If it cannot be scheduled during the regular work day, the employee shall be compensated for attending the evaluation review. The employee shall sign and be given a copy of the completed evaluation form. In no case shall the employee's signature be construed to mean that they agree with the content of the evaluation. An employee may submit an attachment with additional comments to the employee evaluation form if he/she desires. All written evaluations are to be placed in the employee's personnel file.