

AGREEMENT BETWEEN
FREMONT PUBLIC SCHOOLS BOARD OF EDUCATION
AND
FREMONT FOOD SERVICE GROUP

CONTRACT YEARS

2011-12
2012-13

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PREAMBLE

This Agreement entered into effective July 1, 2011 through June 30, 2013 by and between the Fremont Food Service Group ("Group") and the Fremont Public School District ("District").

ARTICLE I

Recognition

The Board of Education of the Fremont Public Schools ("Board") hereby recognizes the Fremont Food Service Group as the exclusive bargaining representative as defined in applicable Michigan statutes as set forth in MERC Case No. R95 E-72 for the full-time and regularly scheduled part-time food service employees ("Employees"), but excluding supervisor.

ARTICLE II

Group Rights

- A. Employees are required to join the Group within 30 days of satisfactorily completing probation.
- B. The Board shall notify the Group within 10 days of any new Employees, including their starting date and classification.
- C. An Employee who, during his/her scheduled working hours, participates as a grievant, a necessary witness of Group Representative in the grievance procedure of this Agreement, which meetings are scheduled by mutual agreement of the Board representative and the Group representative, or the grievant shall be released from regular duties for the time necessary to participate in those meetings, without loss of pay for scheduled work time missed.

ARTICLE III

Employee Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every Employee of the District has the right freely to, or not to, organize, join and support the Group for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising the governmental power under the color of the law of the State of Michigan the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not

discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Group, his/her participation in any lawful activities of the Group, or collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein may be construed to deny or restrict any Employee, rights he/she may have under the laws of this State of Michigan and the United States. The rights granted to Employees in this Agreement are in addition to those provided by law.
- C. The Board will not discriminate against any Employee in the performance of this contract, with respect to his/her continued employment, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, race, religion, color, national origin, sex, marital status, nondisqualifying disability or other protected characteristic.
- D. Decisions regarding discipline and termination of Employees rests solely with the Board. The Board subscribes to the concept of progressive discipline. See Article X.
- E. At reasonable times, an Employee shall have the right to review the contents of his/her personnel file, excluding initial references for the Board pertaining to said individual originating prior to initial employment, and to have a Group representative present at such review.
- F. Any material relating to an Employee which is not exempt from disclosure to the Employee according to statutory law shall not be entered into the Employee's personnel file without providing a copy to the Employee. The Employee may be required to acknowledge receipt of a copy by signing his/her name on the material on a space provided for his/her signature, which shall indicate that the signature only acknowledges receipt of a copy of the material. The Employee may submit a written statement as provided by law which shall be dated and attached to the material entered in the file.
- G. If an Employee is requested to sign material to be placed in his/her file, the signature shall be understood to indicate awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content unless stated in the document.
- H. A member may request that written reprimands be removed from his/her file after a period of 3 years if there has been no further disciplinary action. The school Superintendent may authorize such action.
- I. The food service representative, normally the president, will be notified of any incidents involving vacancies, lay off, disciplinary action, job status and changes in job descriptions. Major changes or sensitive issues will be discussed with the food service representative before official notification of the group or employee.

ARTICLE IV

Board Rights

- A. The Board, for itself and the school district electors, hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law, including, but not limited to: the right to the executive management and administrative control of the school system, Employees, properties and facilities; the right to select, assign, direct, transfer, promote, discipline, demote, discharge and schedule Employees; make and publish reasonable rules of conduct; determine Employee qualifications. The exercise of such Board rights shall only be limited by the specific provisions of the Agreement.
- B. The Group recognizes the right of the Board to organize its work in the most efficient way possible. The Group recognizes the right of the Board to reduce or eliminate personnel in the interests of efficiency.

ARTICLE V

Seniority

- A. Seniority shall be defined as an Employee's first day of work in continuous service in the employ of the Board since the Employee's last date of hire, provided the ninety (90) day probationary period has been satisfactorily fulfilled. The term "last date of hire" shall mean the date upon which an Employee first reported to work at the instruction of the Board, since which the Employee has not quit, retired, been discharged, or otherwise had such employment terminated.
- B. If two or more Employees have the same initial day of work in the unit, seniority will be determined among them by the last four digits of their social security numbers. The higher number shall have the greater seniority.
- C. As soon as is reasonably possible upon the execution of this Agreement, and as soon as possible after July 1 of each year thereafter, the Board shall provide a current seniority list to the Group President and each Employee. If at the end of the first 30 calendar days that such list is provided, there have been no objections raised by any Employees or the Group as to the seniority dates as they appear in such list, thereafter such seniority dates shall not be subject to question by the Board, the Group, or the Employees. If an Employee or the Groups objects to the seniority list, such Employee or Group may file a written objection which will constitute a grievance, which will be processed under the Grievance Procedure beginning with the second step.

- D. Resignation : Any Employee who resigns shall notify his/her immediate supervisor in writing at least two weeks prior to the effective date of the resignation.
- E. Lay Off : In the event of a necessary reduction in the Group, probationary employees shall be laid off first. Group Employees will be laid off in inverse order of seniority (least senior Employee first), provided the remaining Employees have the skill and ability to perform the work. The Board shall give Employees written layoff notice as soon as reasonably possible but not less than 5 working days prior to the layoff. The Board will recall laid off Employees in order of seniority, provided the most senior person on layoff has the skill and ability to perform the work. The Board shall have sole discretion to determine which classification to recall first, and to determine if the Employees have the skills and ability to perform the work. The Board is not required to recall probationary employees.
- F. Bumping Procedure: The following guidelines to establish a bumping procedure for all food service employees:
- a. In the event an employee is laid off due to job elimination or lack of work, the employee may bump into a less senior position with comparable hours or less in their current classification. Seniority will be retained during a layoff period, or an approved leave of absence period, for up to one year.
 - b. In the event the employee is deemed unsatisfactory for this position after a two week probationary period, or the employee is not interested in this position, the employee may bump into any position in a lower classification held by an employee with less seniority.
 - c. An employee who chooses to bump into a lower classification will be placed at the step closest to his/her current salary, but not more than his/her current rate.
 - d. The displaced employee may follow the same bumping procedures. The employee may bump into a less senior position in their current classification with comparable hours or less or any less senior position in a lower classification, (per a, b, c, above).
 - e. Employees on layoff will be called back according to the terms of the Food Service Group contract.
- G. Leave of Absence: Seniority and position will be retained for an approved leave of absence for up to one (1) year.

ARTICLE VI

Job Vacancies

If the Board determines it will fill a vacant position in a Food Service classification then the following procedure will be used:

- A. Whenever a vacancy occurs in an existing position, or a new position is created, the Board shall post such position in each kitchen and the general office of each school building, for 5 working days. The Group president shall also simultaneously be given a copy of the posting.
- B. If current Employees are equally or better qualified for a position, in the judgment of the administration, they shall be given preference over outside applicants. If two Employees are deemed equally qualified for a position, the senior Employee would be given preference.
- C. The Board reserves the right to fill any position with the person who in its opinion is best qualified. In case of an emergency, a vacancy may be filled on a temporary basis until the above notice and consideration may be given.
- D. Student workers, probation workers and substitute workers are not a part of the Group.
- E. Any summer job directly related to food service shall be communicated to the Group president. Group Employees would get first consideration on a seniority basis, when in the judgment of the administration they are equally or better qualified than outside applicants. Pay rates for summer work may differ from the pay schedule in Article XIII.
- F. In the event of an Employee being unable to report to work, an Employee in the same building may be assigned those duties where there are additional hours available and/or a substitute may be hired.
- G. An Employee assigned temporarily to a higher classification position after ten (10) consecutive work days in such position, will be paid a 50 cent/hour premium rate retroactive to day one. The adjusted hourly rate is not to exceed the rate of the absent Employee; if it does the temporary employee will receive the same rate as the absent employee.

ARTICLE VII

Transfers

- A. The Board has the right to transfer Employees for the efficient operation of the District. The Board will first seek volunteers to transfer. If there are no volunteers, then the Board shall transfer the Employee in the classification chosen with the skill and ability to perform the job. Transfers include shifts, building locations and classifications.
- B. When an Employee is changed to a higher classification, that Employee will be placed on the closest step on the new scale to their current wage, but will be assured no reduction in pay. The highest classification is Class V, followed by Class IV, Class III, Class II and Class I.

ARTICLE VIII

Conditions of Employment

- A. The compensation of Employees covered by this agreement is set forth in the salary schedule which is attached hereto as Article XVII and incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement.
- B. Probationary Period: New hire employees will begin at Step 1, unless they have previous school food service experience that may be considered, up to a maximum of Step 3. All new hires will be on probation for ninety (90) calendar days. The 90 days would commence from the first day worked after the dated posting notice (seniority date), and days worked as a substitute would not count. If probation is satisfactorily completed before April 30, the Employee will move to Step 2 the following year. During the probationary period, a probationary employee shall receive no fringe benefits. After an Employee has successfully completed probation, the sick benefits available as specified in Article XI in the agreement will be prorated during the first year of employment using the number of months scheduled to work divided by the number of months normally worked in a year for that position. Example: new Employee starting work on 11/3/08 (seniority date) would be entitled to 6.5 sick leave days ($8/10 \times 8 = 6.5$) during the 2008-09 school year. Once probation has been successfully completed, other benefits such as holiday, bereavement and cancelled days will be paid from the date probation was completed not the seniority date.
- C. Extra Duty Work

All extra duty work (catering or non-school jobs) will be assigned by the Food Service Director to those individuals who have signed up for extra duty work. A sign up sheet will be available in the Supervisor's office. Criteria used for rotation or distribution of extra duty work will be as follows: minimize overtime, skills and experience of the employee,

building that the event is held in, type of event, and familiarity with the event. Work will be distributed as evenly as possible among interested employees, but not necessarily on a straight rotation basis.

In the event all Employees decline the Jobs offered, management may assign the Job to the lowest seniority Employee or a non-Group person who is skilled and has the ability to perform said job. Employees working Banquets and Jobs will be paid their normal pay step. After forty (40) hours per week, they will be paid at time and a half (1½).

D. Paid Breaks

1. A twenty (20) minute break for Employees working at least four (4) continuous hours per day.
2. A fifteen (15) and a twenty (20) minute break for Employees working at least seven (7) continuous hours per day.
3. Employees may take breaks together, with supervisor approval, as long as the meal service is not interrupted, and it does not add cost due to workflow.

E. Uniforms

Two new shirts per year provided to seniority Employees. Probationary Employees on staff in the fall may purchase shirts and will be reimbursed after satisfactory completion of probation. Additional shirts may be purchased at cost by the employee.

F. Professional Growth

Employees are encouraged and occasionally required to take food/safety/sanitation classes and attend inservice or staff meetings. District will pay registration fees and reasonable travel costs for out-of-town sessions, which have been approved by the supervisor. The District will pay state certification and membership dues for eligible Employees. Notices of classes will be submitted to the Group president for posting or distribution. Pay rates for Employees attending required classes or other sessions are set forth as follows:

1. Inservice or staff meetings. Such required meetings will be at the Employee's regular pay rate.
2. State certified classes.
 - a. Group Employees are required to take "Food Service Basics" and "Sanitation and Safety" within their first year after successful completion of probation as a condition of employment, and will receive the current hourly base rate of the contract which would be the Class I, Step 1 rate (provided,

however, that these classes are offered by MDE in the western Michigan area). Employees must fulfill this requirement before they would be eligible to advance past step 3 of the salary schedule.

- b. Additional classes, refresher courses, or seminars may be required occasionally, and Employees will receive the current hourly base rate of the contract which would be the Class I, Step 1 rate for attendance.
3. Optional classes. Employees may request to take additional classes on their own time, with the approval of the supervisor, and would not receive pay.

ARTICLE IX

Grievance Procedure

A. Step One

Any Employee with a grievance under this Agreement should first verbally present the grievance to the supervisor as soon as possible, no more than ten (10) business days from the time the grievance arises or from when the grievant or associate knows of the situation. The supervisor generally will verbally respond immediately, or in not less than ten (10) business days of receipt of the grievance.

B. Step Two

If the Employee is dissatisfied with the Step One response, then the Employee must file a written grievance (Exhibit A) to the supervisor within ten (10) business days of the supervisor's response in Step One. The written grievance must include the Employee's name and signature, the grievance facts, the Agreement provisions allegedly violated, the Employee's interpretation of the referenced provision(s), and the action the Employee wants the supervisor and/or the Superintendent to take. The Supervisor will give the Employee a written decision within ten (10) business days of receipt of the written grievance.

C. Step Three

If the Employee is dissatisfied with the Step Two decision, he/she must make a written request for the Superintendent or in the event of his unavailability, for his/her designee to review the decision within ten (10) business days of receiving the Step Two response. The Superintendent will respond to the appeal within ten (10) business days in writing.

D. Step Four

If the Employee is dissatisfied with the Superintendent's Step Three decision, the Employee must submit a request for an Appeal Board hearing within ten (10) business days of the Superintendent's decision. The Appeal Board hearing is to be scheduled within fifteen (15) business days of such written request. The Appeal Board will consist of two (2) Board of Education members named by the Board, the Principal of the building to which the Employee is assigned, the Fremont Food Service Group's Vice President and two (2) members of the Fremont Food Service Group named by the Group. After the Appeal Board has heard charges from both sides and the Employee has been given an opportunity to defend, the Appeal Board will resolve the grievance with a secret vote. A majority vote is necessary to overrule the superintendent's decision. This decision is final and binding on all parties.

ARTICLE X

Discipline

The Board agrees with the concept of progressive discipline (Exhibit C), except in cases where there have been violations of the law, frequent violations of the rules and policies of the District, the employees history warrants a higher level of discipline or where the nature of the offense warrants more severe discipline. The Administration will endeavor to follow the normal progression of verbal warnings, written reprimands, suspensions without pay, and finally, dismissal, if deemed necessary by the Board. Verbal warnings will be documented with a written notice (Exhibit B).

ARTICLE XI

Holidays and Other Paid Days

After an Employee has successfully completed probation, the benefits available as specified in Article XI in the agreement will be prorated during the first year of employment using the number of months scheduled to work divided by the number of months normally worked in a year for that position. Example: new Employee starting work on 11/3/08 (seniority date) would be entitled to 6.5 sick leave days ($8/10 \times 8 = 6.5$) during the current school year. On each July 1 thereafter, that Employee would be entitled to an additional eight (8) days of sick leave. Once probation has been successfully completed, other benefits such as holiday, bereavement and cancelled days will be paid from the completion of probation date not the seniority date.

A. Holidays

Class I, II, III, IV & V Ten (10) days: 2 Thanksgiving, 2 Christmas, 2 New Years, 1 Good Friday, 1 Memorial Day, 2 Floating Holidays

*Floating Holidays must be taken on a non-school day and taken as a group. Holiday pay is based on your scheduled workday hours.

To qualify for such holiday pay, an Employee must work the last regularly scheduled workday immediately before and the regularly scheduled workday immediately after the holiday unless the Employee is on a paid leave approved by the supervisor. . If an Employee is on sick leave the day before or after a holiday, the District may require a doctor's slip before paying the holiday pay.

In the event that school is in session on any of the holidays listed above, that particular holiday will be postponed and rescheduled at a mutually agreed upon date.

B. Bereavement

A bereavement leave of up to three (3) days with pay, for each Employee, for a death in the immediate family (spouse, children, parents, spouse's parents, sister, brother, grandchildren, grandparents). A bereavement leave of up to one (1) day with pay, for each regular Employee, for the death of a sister-in-law, brother-in-law, niece, nephew, aunt or uncle.

C. Personal Days

Class I, II, III, IV and V Employees may use two (2) sick days per year to conduct personal business which could not otherwise be accomplished after working hours or on a weekend. Personal days are to be in increments of no less than half days. Personal days may be approved before or after a holiday if requested at least one week in advance and an appropriate substitute is available. A maximum of two (2) employees can have a personal day on any given day.

Any Employee wishing to be absent from work for personal business must receive written approval from the supervisor at least two (2) days prior to the anticipated absence. This approval may be obtained by filling out a "Staff Member Absence Report" form and turning it in to the food service supervisor. Any absence, other than illness, must have prior written approval.

Special appointments (doctor, dentist, etc.) are not to be scheduled during normal working hours. If unavoidable, a personal day or half-day may be used.

D. School Cancellation Days:

Employees will be paid for four (4) normal working days when school is cancelled by the Superintendent. If any Employee has reported for work and has begun the work day before school is cancelled because of the weather, etc. those Employees will be paid for hours worked PLUS the full paid cancelled day.

E. Sick Days

Each Employee is allowed the equivalent of eight (8) working days sick leave per year, i.e. if an Employee's normal working day is four (4) hours per day, one working day of sick leave would be four (4) hours. This may be accumulated to 70 days. Employees are to notify their supervisor as soon as possible if they are to be absent. Notification should not be less than one (1) hour before scheduled shift unless an emergency. Up to four (4) days per fiscal year of the Employee's such sick days may be used for family illness (children, spouse, and parents). Not to be used for routine care of the family.

Employees who have exhausted their accumulated sick leave and who remain unable to report for work as a result of a disability shall be placed on an unpaid leave of absence for such time as necessary for adequate recovery from illness. Upon return to work the Employee will be returned to his/her former position, if available, or if not available, then to a comparable position. The Board may require a doctor's statement regarding the necessity for any sick leave and/or verifying the ability of the Employee to return to work when necessary. The Employee shall return to work when his/her physician indicates the Employee is able to do so. Absence of over one year or failure to return when so indicated may result in the Employee's termination.

F. Jury Duty

An Employee required to serve jury duty will be paid regular wages. Jury duty pay earned (less mileage) during such time shall be (reimbursed or paid) to the Employer.

ARTICLE XII

Health Insurance - Cafeteria Plan

Employees may utilize the "Premium Conversion" option of the district Cafeteria Plan. A "Summary Plan Description" and enrollment forms are available in the school district main business office. This allows Employees to use pre-tax dollars to pay for health insurance premiums.

ARTICLE XIII

Food Service Wage Schedule for: 2011-12

Employees will advance to the next step on the salary schedule on July 1 of each year, within the guidelines of this agreement.

	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	
	<u>Server/ Cleanup</u>	<u>Asst. Cook/ Cashier</u>	<u>Cook</u>	<u>Driver/ Delivery</u>	<u>Manager</u>	
<u>Step</u>						
Step 1	8.50	9.27	10.05	10.82	11.59	2011-12 Wage Schedule
Step 2	9.02	9.79	10.56	11.33	12.11	
Step 3	9.53	10.30	10.08	11.85	12.62	
Step 4	10.05	10.82	11.59	12.36	13.14	
Step 5	10.56	11.33	12.11	12.88	13.65	
Step 6	11.08	11.85	12.62	13.39	14.17	
Step 7	11.59	12.36	13.14	13.91	14.68	
Step 12	11.76	12.55	13.34	14.13	14.91	2% of step 1 within classification
Step 17	11.93	12.73	13.54	14.34	15.15	4% of step 1 within classification
Step 22	12.10	12.92	13.74	14.56	15.38	6% of step 1 within classification

Longevity is based on completed years of service and can take affect in the middle of a school year.

Wages for 2012-13 will be based on the following formula:

In the event that the District's per pupil foundation allowance for the current school is increased over the amount appropriated in the previous school year, 1.5% of the increased amount (i.e. over the foundation allowance for the previous school year) will be allocated for food service compensation, based on the blended pupil count for the fall membership count day in previous school year. This amount shall first be reduced by FICA and MPSERS contribution amounts before being applied to form the current school year salary.

Example: The 2012-13 foundation increase by \$200 and the fall 2012 blended enrollment is 2,280. The amount available is \$6,840 (\$200.00 x 2280 x 1.5%). That amount would then be reduced by the employer share of FICA and MPSERS (now

7.65% & 24.46% = 32.11%) by taking the \$6,840 and dividing it by 1.3211. This result would be \$5,177.50.

Should the audited blended enrollment for the current school year (based on the previous school year fall membership count day) increase over 2,280 blended students, the current Salary Schedule shall be increased by 0.036% for each additional blended student beyond 2,280. Should the audited blended enrollment for the current school year (based on the fall membership count day) fall below 2,280 blended students, the current Salary Schedule shall be decreased by 0.025% for each student below 2,280.

In no event shall the above formulas result in a decrease for the 2012-2013 school year or more than a two and one-half percent (2.5%) increase. The salary formula will be calculated and remitted upon verification by the Michigan Department of Education of enrollment and finalization of the current school year foundation allowance. Pay adjustments will be retroactive to the beginning of the current school year.

ARTICLE XIV

General Provisions

- A. If any provisions or the application of any provisions of this Agreement is found to be contrary to law, then that provision or application will be deemed null and void. The Board and the Group shall meet promptly to renegotiate the affected provision.
- B. This Agreement binds the parties.
- C. A copy of this Agreement will be provided to the President of the Group. A copy will also be filed in the office of each media center. Individual members will be provided one copy.

ARTICLE XV

Duration of Agreement

This Agreement is the complete agreement between the parties and is effective from July 1, 2008 through June 30, 2011. Negotiations for a successor agreement will be initiated at least ninety (90) calendar days before the expiration of the Agreement.

FOR THE FREMONT PUBLIC
SCHOOLS BOARD OF EDUCATION

FOR THE FREMONT FOOD SERVICE
GROUP

_____/_____
Director of Financial Services Date

_____/_____
President/Union Rep. Date

_____/_____
Food Service Supervisor Date

_____/_____
Union Representative Date

_____/_____
Superintendent Date

_____/_____
Union Representative Date

_____/_____
Board President Date

EXHIBIT A

Grievance # _____

FREMONT FOOD SERVICE GROUP
GRIEVANCE REPORT FORM
(Submit to your Supervisor)

Name of Grievant _____ Date _____

Building _____ Assignment _____

STEP I – VERBAL GRIEVANCE TO SUPERVISOR

STEP II – WRITTEN APPEAL TO SUPERVISOR (written grievance within 10 business days of supervisor's verbal response in Step 1)

A. Date grievance occurred _____

B. Statement of grievance _____

C. Section & page of FSG agreement (allegedly) violated _____

D. Relief sought _____

Employee Signature _____ Date _____

FSG President Signature _____ Date _____

E. Disposition by supervisor (within 10 business days of submission of written grievance)

Supervisor Signature _____ Date _____

F. Position of Grievant/Association _____

STEP III – APPEAL TO SUPERINTENDENT/DESIGNEE

A. Date appeal received by Superintendent/Designee (must be within 10 business days of disposition by supervisor in Step II) _____

B. Disposition of Superintendent/Designee (within 10 business days of appeal by Grievant/Association) _____

Superintendent/Designee Signature _____ Date _____

C. Position of Grievant/Association _____

Employee Signature _____ Date _____

FSG President Signature _____ Date _____

STEP IV – APPEAL BOARD HEARING

A. Date submitted to Superintendent for an appeal board hearing (within 10 business days of disposition by Superintendent/Designee in Step III) _____

B. Hearing to be scheduled within 15 business days of A above.

C. Disposition of appeal board (result of secret vote) _____

Signature: Board of Education Member _____ Date _____

Signature: Board of Education Member _____ Date _____

Signature: Building Principal _____ Date _____

Signature: FFSG Vice President _____ Date _____

Signature: FFSG Member _____ Date _____

Signature: FFSG Member _____ Date _____

EXHIBIT B

FREMONT FOOD SERVICE GROUP

WRITTEN NOTICE OF VERBAL WARNING

To: (Employee) _____

From: (Supervisor) _____

Date: _____

On the above date, the above-named employee was issued a verbal warning by the above-named supervisor. The verbal warning was for reason of:

Signature below acknowledges receipt of such by the employee, but does not necessarily imply agreement of such.

Employee Signature: _____ Date _____

Supervisor Signature: _____ Date _____

- c: Employee
- Supervisor
- Group President
- Personnel File

EXHIBIT C

FREMONT FOOD SERVICE GROUP

PROGRESSIVE DISCIPLINE

No employee shall be disciplined or deprived of any employment advantage without just cause. The Board subscribes to the concept of progressive discipline.

Good discipline is a serious matter. It is an essential part of managing our school system, so that our Fremont Food Service Group employees can be treated fairly while working safely and efficiently together as a team.

There can be no mechanical formula for establishing disciplinary action, but the following important factors will be considered in all cases:

1. The seriousness of the offense.
2. The employee's past record.
3. The circumstances surrounding each particular case.

This is to provide guidance to employees and supervisors in their daily duties.

A. Verbal Warnings/Reprimands

The purpose of a verbal warning is for the supervisor to put an employee on notice that in the opinion of the supervisor the employee is not performing his/her duties at a satisfactory level. The purpose of the warning is to correct the behavior without further action. If there is a misunderstanding or disagreement about the work assignment or conduct, it should be resolved between the employee and the supervisor. To be sure there is no dispute that a verbal warning occurred, the Supervisor will stipulate at the beginning of the conversation that this is a "Verbal Warning". A written description of the verbal warning will be placed in the employee's file confirming the verbal warning. The employee will have an opportunity to sign this document to acknowledge receipt of the warning.

By way of example and not by way of limitation, the following actions warrant a verbal warning:

1. Tardiness for work.
2. Failure to report for work without advance notice.
3. Leaving a work area without advance notice.
4. Failure to satisfactorily perform the duties on the job description.
5. Loafing on the job.
6. Removing school property from school premises without permission.
7. Smoking in an unauthorized area.

8. Disrespect of a co-worker, which includes exhibiting inconsiderate language or behavior, rudeness, lack of consideration for one's feelings causing emotional upset.
9. Insubordination – directly or indirectly exhibiting disobedience toward authority.

B. Written Reprimand

The purpose of a written reprimand is to place the employee on notice that his/her conduct is of concern to the supervisor and will not be allowed to continue.

By way of example and not by of limitation, the following are grounds for written reprimands:

1. The repetition of any act enumerated in part A within twelve (12) months, provided a verbal warning was issued at the time of the previous incident.
2. Misconduct which may be a first offense, but for which a verbal warning would be insufficient, such as:
 - a. Willful refusal to obey directives to do an assignment, unless such an assignment would be immoral, illegal, unsafe or unhealthy.
 - b. Violation of a safety rule.

C. Suspension

Suspension without pay for up to three (3) days may be utilized as a punishment for repeated misconduct and for a serious matter.

By way of example and not by way limitation, a person may be suspended for up to three (3) days without pay for:

1. A third incident of the same offense found in Part A within twelve (12) months, provided a verbal warning was issued on the first offense and a written reprimand was issued on the second offense.
2. A second incident of the same offense of actions in part B within twelve (12) months, provided a written reprimand was issued at the first offense.
3. Other serious matters that are inappropriate at the work site including, but not limited to:
 - a. Deliberate destruction of school property.
 - b. Unauthorized possession of firearms in a vehicle on school property.
 - c. Possession of alcohol or other drugs (other than prescription) while at work.
 - d. Reporting to work while under the influence of alcohol or any other illegal drug taken illegally.
 - e. Bodily assault, unless the employee is engaged in self-defense.
 - f. Petty theft of school property.
 - g. Sleeping on the job.

D. Discharge

Discharge is a very serious matter.

By way of example and not by way of limitation, discharge would be appropriate under the following circumstances:

1. A fourth infraction of a part A offense within a twelve (12) month period, provided all earlier steps have been taken.
2. A third infraction of a part B offense within a twelve (12) month period, provided all earlier steps have been taken.
3. A second infraction of a part C offense within a twelve (12) month period, provided the suspension step has been taken.
4. Very serious misconduct even through no previous incidents were known and no previous warning, reprimand or suspension was issued. Such acts include:
 - a. Conviction of sexual misconduct with a minor student.
 - b. Conviction of the felony of child abuse.
 - c. Willful failure to report for work or call in for a period of three (3) consecutive days or more, without a good reason.
 - d. Willful failure to return to work or call in for a period of five (5) consecutive days at the expiration of a leave of absence, without a good reason.
 - e. Willful failure to return to work or call in for a period of five (5) consecutive days after receiving a certified letter recalling the employee from layoff without a good reason.
 - f. Unauthorized possession of firearms in a school building or on school property.
 - g. Bodily assault of a supervisor or manager, unless the employee is engaged in self-defense.
 - h. Theft of school property beyond petty theft.

The parties recognize that the foregoing is a guide only. Should an employee believe any warning, reprimand, suspension or discharge is without just cause, he/she can resolve the dispute through the grievance procedure.