AGREEMENT
BETWEEN
BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS
AND
WAYLAND UNION FOOD SERVICE
EDUCATION ASSOCIATION/MEA/NEA
SEPTEMBER 1, 2020
THROUGH
DECEMBER 31, 2020

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ARTICLE 1
AGREEMENT

This Agreement entered into as of July 14, 2020 by and between the BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS, Wayland, Michigan, hereinafter called the "Employer" or the "Board," and the WAYLAND UNION FOOD SERVICE EDUCATION ASSOCIATION/MEA/NEA, hereinafter called the "Association" or "Union."

ARTICLE 2
PURPOSE

Section 1. This Agreement is negotiated pursuant to the Public Employment Relations Act, as amended MCLA 423.201 et.seq, MSA 17.455(1) et.seq, (PERA), to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

Section 2. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes that may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

Section 3. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

ARTICLE 3
RECOGNITION

Section 1. The Employer hereby recognizes the Wayland Union Food Service Education Association MEA/NEA as the sole and exclusive bargaining representative for all full-time and regular part-time food service Employees, including the van driver, excluding supervisors and day-to-day substitutes.

Section 2. Unless otherwise indicated, the term "Employee" when used hereinafter in the Agreement shall refer to members of the above-defined bargaining unit.

ARTICLE 4
EXTENT OF AGREEMENT

Section 1. This Agreement shall constitute the full and complete commitments between both parties and may by altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Section 2. Any individual contract between the Employer and an individual Employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any provision inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived

at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Although such subjects and matters need not be collectively bargained, both the Employer and the Union agree to discuss them at the conferences described in Section 4 of this Article.

Section 4. Subject to the preceding Sections of this Article, special conferences for important matters will be arranged between the Union president or his/her designee and the Employer's designated representative upon the request of either party.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. The Board, on its own behalf and on behalf of the electors of the Wayland Union School District, hereby retains and reserves unto itself, without limitation, 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 provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement. Such rights, duties, and responsibilities shall include, by way of illustration and not by way of limitation, the right to:

a. The executive management and administrative control of the school system, its facilities, property, and Employees.
b. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discipline, discharge, or transfer Employees; assign work duties; determine the size of the workforce, all of which are subject to the provisions of the law and terms of this agreement.
c. Determine the services, supplies and equipment necessary for operation; to determine methods and means of distributing the above; establishing standards of operation, the means, methods, and processes of carrying on the work.
d. Determine the policy affecting the selection, testing, or training of the Employees.
e. Meet such responsibilities and exercise its powers and rights through its administrative staff.

Section 2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies, efficient and/or effective operations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the School Code, Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 6
UNION RIGHTS

Section 1. The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

a. General. The Union and its members shall have the right to use school building rooms for meeting purposes at all reasonable hours as other community groups, using the same requisition forms and procedures as other community groups. No Employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises.
b. Bulletin Boards and School Mail/E-Mail. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to

use the school mail/e-mail to distribute Union material. Each Employee shall have access to District e-mail and be supplied with a corresponding District e-mail account. It is understood the Employee will e-sign and comply with the Board's rules and regulations concerning acceptable use policies/email use.

c. Union Representatives. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations or an Employee's assigned duties. Upon entering school buildings, Union representatives will notify the appropriate building administrators of their presence.
d. Union Representation. Employees shall be represented by Union Representatives. The Union shall furnish, in writing, to the Employer, the names of Representatives upon their election or appointment.
e. Contract Enforcement and Bargaining Information. The Employer agrees to furnish to the Union in response to a reasonable request from time to time, all available information of a public nature concerning the financial resources of the District and such other information of a public nature as will assist the Union in developing intelligent, accurate, informed and constructive programs, and bargaining proposals, on behalf of the Employees, together with information which may be necessary for the Union to process grievances or complaints. Although available online, the Employer shall also supply the Union with School Board agendas and minutes in a timely fashion, upon request by the Union.
f. The Board agrees to share a monthly personnel report or other communication with the Association if there are any bargaining unit members that are on leaves of absence extending one (1) month or more, or that have left the employ of the District for any reason. If there are no changes for a month, then no report needs to be supplied. New employee data, including home address and phone number, will be communicated to the Association within 5 business days of the date of hire, unless there are extenuating circumstances.

Section 2. Payroll Deductions. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for, IRS 125 Plan, savings bonds, contributions or any other plans or programs jointly approved by the Union and the Employer, as legally allowable.

Section 3. Union Leave. The Employer shall provide up to 20 hours per contract year (July 1 through June 30) of released time for the handling of Union business during the affected Employee's regular work hours. The use of such released time must be approved in advance by the local president and the Employer. The affected Employee's absence from work shall be limited to one (1) hour increments. The Employer shall be given reasonable advance notice of any such absence from work. Only one Employee shall be absent at any time, unless approved by the Superintendent. If the Employer obtains a substitute, the Union shall reimburse the Employer at the substitute's rate of pay.

ARTICLE 7
NO DISCRIMINATION

The Employer and the Union agree that neither will discriminate against or between Employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, legally protected physical characteristics, marital status, Association membership status or any other protected class. The District and Association shall adhere to Board Policy. A claimed violation of this Article may be the subject of a grievance, but shall not be arbitrated without the written agreement of the Employee to be bound by the arbitrator's award and to waive any rights to relief in any other forum, such as court litigation. To expedite grievance processing, any grievance that alleges a violation of this Section shall be initially filed at Level Two of the grievance procedure.

ARTICLE 8
DISCIPLINE AND EMPLOYEE RIGHTS

Section 1. No Employee shall be disciplined without just cause. Employees will be informed of applicable reasonable rules and policies governing their conduct prior to the imposition of any discipline based upon a violation of such rules and policies.

Section 2. An Employee shall be entitled to have present a representative of the Union, of the Employee's own choice, upon the Employee's request, during any disciplinary action or during an interview that could reasonably lead to discipline of the Employee. When a request for representation is made, no action shall be taken with respect to the Employee until such representative is present.

Section 3. Any formal complaint made against an Employee by any parent, student, or other person will be promptly called to the attention of the Employee. Any complaint not called to the attention of the Employee may not be used in any disciplinary action against the Employee nor placed in his/her personal file.

Section 4. It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining Employees:

a) Verbal warning. This verbal warning shall be documented with the date and the topic.
b) Written reprimand by supervisor.
c) Suspension without pay.
d) Dismissal.

Further, it is agreed and understood that there may be a combination or acceleration of such steps in a serious case.

ARTICLE 9
NO STRIKE

It is the intention of the parties hereto that the procedures set forth herein shall serve as a peaceful means for the settlement of any dispute which may arise between them as to the interpretation or application of this Agreement. Therefore, the Association and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, stoppage of work, or interruption of work, and the Board agrees that it will not institute any lockout during the term of this Agreement.

Section 1. Continuous and uninterrupted operations by the District and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of disputes and grievances being essential considerations of this Agreement, it is agreed that the Union and its members, individually and collectively, will not, during the terms of this Agreement call, permit, sanction, take part in, or assist in: (a) any strike, sympathetic or otherwise, including work stoppages, or slow-downs; (b) honoring of any picket line or strike by any other Union, organization or individual against the District, unless the reason for honoring the picket line is serious and imminent physical danger, in which event the Employee shall have the burden of proving the actual existence of such danger.

Section 2. The Employer shall have the absolute right to discharge or otherwise discipline any individual Employee or group of Employees who violate Section 1 of this Article. Such discipline may be grieved and arbitrated, but the arbitrator shall have no authority to mitigate or reduce the discipline unless the arbitrator finds that there was no violation of Section 1. If such a violation occurred, then the grievance must be denied in its entirety. If the violation did not occur, then (and only then) may the arbitrator fashion an appropriate remedy.

Section 3. In the event there is an alleged violation of Section 1 of this Article, the Union shall immediately inform every Employee in writing, with a copy to the Employer, that such activity is unauthorized by the Union,

that such activity is in violation of this Agreement, and that such activity in and of itself, is cause for discharge as defined in Section 2 above.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. A grievance is an alleged violation of the express terms of this Agreement. No grievance will be granted that requires the Board to violate applicable federal and state laws. The Association will identify its building representatives and grievance chairs within the first month of school each school year. The term "days" herein used shall mean business working days. Additional days may be added to any individual number of days below if agreed in writing by the immediate supervisor and/or Superintendent AND by the grievance chair and/or Association President. The term "grievant" used herein shall mean an Employee, group of Employees, or the Association, believing themselves wronged by an alleged violation of the expressed provisions of this Agreement.

Within twelve (12) days of an alleged violation of this agreement, the grievant and/or grievance chair shall meet and orally discuss the matter with the immediate supervisor in an attempt to resolve the matter.

Section 2. Levels of Grievance.

Level One — Superintendent: If no resolution is agreed upon within five (5) days of the discussion, the grievant and/or grievance chair shall, within five (5) additional days, reduce the matter to writing, and transmit it (a written grievance) to the immediate supervisor and the Superintendent. Within five (5) days of receipt of the grievance, the Superintendent, or his/her designated representative, shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance.

Within five (5) days of the discussion, the Superintendent, or his/her designated representative, shall render his/her decision in writing, with the disposition of the grievance, transmitting a copy of same to the grievant, the grievance chair, the Association Secretary, the immediate supervisor, and place a copy of same in a permanent grievance file in the office of the Superintendent.

Level Two — Board of Education: If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, then within fifteen (15) additional days the grievant may appeal same to the Board of Education by transmitting a written grievance, along with the decision of the Superintendent, or his/her designated representative, with the Secretary of the Board and Superintendent. The Board shall, at the next regularly scheduled Board meeting or work session, allow the grievant and/or grievance chair an opportunity to be heard (grievance hearing). If the Secretary of the Board receives the written grievance within seven (7) days of a regularly scheduled Board meeting or work session, then the grievance shall be scheduled for the following regularly scheduled Board meeting or work session. Within fifteen (15) days from the grievance hearing, the Board will transmit its decision in writing to the grievant, grievance chair, Association Secretary and Superintendent. The Board may hold future hearings therein, may designate one or more of its members to hold future meetings therein, or otherwise investigate the grievance, provided, however, that in no event, except with expressed written consent of the Association shall final determination of the grievance be made by the Board more than fifteen (15) days after the initial hearing.

Level Three — Arbitration: If a grievance is not settled as a result of such final determination by the Board, the Association shall have the right to appeal the dispute to an impartial arbitrator. Such appeal must be taken by written notice given to the other party within fifteen (15) days from the date the Board's answer is given. If the parties cannot agree upon such arbitrator within ten (10) days after the notice is given, then they shall select such arbitrator in accordance with the rules of the American Arbitration Association.

Section 3. General Provisions.

a. All grievance procedures and investigations by the Association will be processed during time that does not interfere with assigned duties. The sole remedy available to any Employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any Employee of any legal right which he/she presently has, provided that, if an Employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
b. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
c. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.
d. The enclosed written grievance form shall be mutually agreed upon and must be used by the Board and the Association and it shall be supplied by the Board of Education. All persons involved in the grievance shall have a copy of the grievance form.
e. It shall be the function of the arbitrator and he /she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

Section 4. Arbitrator Information. The power and authority of the arbitrator shall be limited in each case to resolving the question submitted. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association, nor shall the arbitrator exercise any responsibility or function of the Board or of the Association.

a. The decision of the arbitrator shall be final and binding on both parties.
b. The Board and the Association shall share the fees and expenses of the arbitrator equally. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
c. No decision in any one case shall require a retroactive adjustment in any other case.
d. He/she shall have no power to establish salary scales.
e. He/she shall have no power to rule on any of the following:
f. The termination of services of, or failure to re-employ any probationary Employee.
g. The termination of services or failure to re-employ any Employee to a position other than his/her basic position. However, if an Employee is not properly notified, lack of proper notification can be subject to arbitration.
h. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teachers' Tenure Act, as amended.
i. Any matter involving the content of an Employee evaluation.
j. He/she shall have no power to construe any provision of this agreement so as to interfere with or impair the Board's compliance with the NCLB as written.
k. He/she shall have no power to give effect to any provision of this agreement that constitutes a prohibited subject of bargaining within the meaning of applicable state law.

SENIORITY

Section 1. Probationary Employees. New Employees shall be considered as probationary Employees for their first sixty (60) days worked. There shall be no seniority among probationary Employees. Probationary Employees are employed at the will of the Employer and they may be discharged at any time in the Employer's sole discretion, and the Employee shall have no recourse through the grievance procedure. The Employer shall have no responsibility to recall or re-employ any probationary Employee laid off or discharged during his/her probationary period. After probationary Employees have completed their probationary period, they shall be entered on the seniority list and shall rank in seniority from the first day worked by them in their present position after their latest employment with the Employer. An extension of the probationary period up to 60 days (max of 120 days) is allowable for documented deficiencies.

New employees will be given basic orientation by administration, to include professional appearance and cash handling, prior to their first day of work. If the hire is in place by the start of the school year, orientation will be considered the back to school meeting, in the event the hire is post start of school year, one day of job shadowing will be attempted. In the event job shadowing is not possible the food service director will be on site for instruction.

Section 2. Definition of Seniority. Seniority is defined as length of continuous service in the bargaining unit since the Employee's last date of hire or entrance into the unit. As between Employees hired on the same day, seniority shall be determined by drawing lots.

Section 3. Seniority Lists. The Employer shall, by October 1, prepare a current seniority list and provide an electronic copy to each current Employee.

It shall be the responsibility of the union and of the Employees to check any such posted seniority list and to notify the Superintendent in writing of any error contained therein within ten (10) workdays from the date the list was electronically sent out. Disputes as to the correctness of seniority shown on the list shall be subject to the grievance procedure herein, if not amicably resolved.

The Employer shall be entitled to rely on such posted lists. If the Employer is not notified of the existence of any error within the ten (10) workdays provided above following the delivery of the seniority list, the Employer shall incur no liability for any erroneous uses of seniority. If the Employer has been notified of an alleged error, the Employer nonetheless may use the seniority list, subject, however, to grievance and arbitration over the correctness of its actions.

ARTICLE 12
LAYOFF AND RECALL

Section 1. A layoff may result from lack of work, economic considerations, or other reasons that in the estimation of the Board require reductions in the workforce.

Section 2. In the event that the Employer decides that one or more layoffs is/are necessary within the unit, it shall utilize all reasonable means including transfers, and changes in hours, schedules and/or duty assignments, to insure that within the unit junior Employees are laid off first, provided that the senior Employee has the skill and ability to perform the available work. The impact and hardship on Employees will be among the factors that the Employer will consider in making its decision in these matters, although it is recognized that the ultimate responsibility in making these decisions is the Employer's.

If the Employer utilizes its right to transfer Employees in connection with a layoff situation, as provided above, an affected Employee may instead accept an available displacement. If there are more Employees who desire

such displacement than the number of displacements planned by the Employer, displacement requests shall be granted in order of seniority, i.e., the most senior Employee first. In addition, if any Employees are to be transferred, two weeks advance notice will be given, and the Union and the Employee will be given a prior opportunity to meet with the Employer and discuss the impact of such transfer.

Section 3. The following recall procedure will apply to Employees who have been displaced from work due to a layoff:

a. Employees will be recalled in order of seniority i.e., the most senior Employee will be the first to be recalled and so forth.
b. Recall will be to the first open position for which they are qualified.
c. The Employee will be called by telephone and notified of his/her recall and the date on which he is to return to work.
d. If an Employee is not contacted under (c) above, the Employer will send a certified letter notifying the Employee of his/her recall **to** work and the date on which he is to resume working. The Employee will have a maximum of ten (10) calendar days to return to work.
e. It is the Employee's responsibility to maintain his/her correct address and telephone number on file with the Employer, and the Employer shall not assume any responsibility in the event notices are not received because the last address or telephone number is incorrect, nor **will** an incorrect address or telephone number be considered a valid excuse for a failure to report to work following a recall.
f. The Employer reserves the right to temporarily fill any job during the processing of recalls in any manner it sees fit.

Section 4. An Employee who refuses a transfer (subject to Section 2), work assignment or recall under the procedure within this Article shall lose all seniority and be terminated as a quit, except that an Employee will not be required to accept a recall to a position which averages less than seventy-five (75%) of the Employee's pre-displacement hours of work.

Section 5. The Employer will provide at least thirty (30) calendar days advance notice of any layoff, except that where unforeseen circumstances require less notice, the Employer will provide as much notice as circumstances reasonably permit.

The Union will cooperate in meeting and consulting with the Employer if the Employer so requests to review layoff, recalls and related matters prior to their implementation.

Section 6. Members shall maintain his/her right to recall for three (3) years from the date of layoff.

ARTICLE 13
VACANCIES AND TRANSFERS

Section 1. All applications of seniority provided for in the Article shall be strictly limited to positions within the bargaining unit. A vacancy is a position which is unoccupied and is to be filled by the Board when all other Employees have been assigned positions for which there is no Employee having a claim to return to the position from a leave of absence or layoff.

Section 2. If the Employer decides to fill a permanent vacancy in a bargaining unit job, the vacancy will be posted for five (5) business working days. If the Employer eliminates a position, the Superintendent shall discuss the decision with the Union. Qualifications for the job will be as determined by the Employer and will be included in the job posting. Generally, such qualifications will include any written job description and any other qualifications which are reasonably related to the job and may include work record and attendance.

Copies of all job postings will be emailed to all Employees. Job postings will include the following: classification; location(s); starting date; hours of work; qualifications.

Section 3. Any seniority Employees who are qualified to perform the job, and who have not successfully bid on a vacancy within the previous six (6) months, will be eligible to bid on the job.

Section 4. Applications must be submitted in writing, to the person indicated on the posting, prior to the end of the last day of the posting.

Section 5. If two or more eligible Employees are qualified to perform the job and file timely bids, a junior Employee will not be awarded the job in favor of a senior Employee unless the junior Employee's qualifications are superior to those of the senior Employee. If a qualified seniority Employee has applied for the posting, the vacancy will be filled within ten (10) working days after the end of the posting period, subject to the provisions of this Article. If no qualified seniority Employee filed a timely application, the Employer may fill the position at its discretion.

Section 6. An Employee who successfully bids on a job will have a trial period of ten (10) working days, after which the Employee may be disqualified by the Employer. An Employee may disqualify himself/herself after ten (10) working days. If the Employee disqualifies him/herself, the Employee will be ineligible to bid again for six (6) months as provided in Section 3, above. The ineligibility provision, however, shall not apply if the Employee is disqualified by the Employer.

Section 7. An Employee who is moved to another classification within the unit and fully performs the duties of that position for that time period, will be paid the rate for that classification or the Employee's regular rate, whichever is higher, for hours worked in that classification. This only applies to half day or greater increments.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 1. It is understood that this Article is not intended to guarantee any Employee any number of hours per day or per week.

The normal workday for food service Employees shall be in accordance with the following schedule, which may be changed by the Employer, after providing thirty (30) days' notice to the Union:

a. Food Service Employees - five (5) hours, with the exception of those Employees who have generally worked less than five (5) hours.
b. The workday may include an unpaid lunch period and shall include a paid rest period(s) based upon the number of hours worked.

Hours Worked	Paid Breaks
5+ hours	Two (2) fifteen (15) minute breaks
3.01 – 4.99 hours	One (1) fifteen (15) minute breaks
0-3.00	No (0) fifteen (15) minute breaks

The lunch period and rest periods shall be reasonably scheduled by the Kitchen Manager or Administration so as not to interfere with the normal operation of the workplace, including but not limited to, the hot lunch program.

Section 2. Overtime. Overtime shall not be worked unless authorized and assigned by the Employer. However, overtime, at the rate of 1-1/2 times the Employee's regular wage, will also be paid for hours worked beyond their normally scheduled hours specifically for catering. Additionally, the designated catering cook will be paid

OT at the rate of 1 ½ times Employee's regular rate when prepping for 50 or more catered meals during a regular workday.

Section 3. Distribution of Overtime Events.

a. Definition. When banquets or other events requiring food service are held in a district building having a kitchen, bargaining unit members shall provide the service.

b. Distribution of Events. The District designee will award extra duty assignments in order of an established rotation with the ability to request the most capable Kitchen Manager for catering events.

c. Rotation List. The established rotation will be created and posted, by the District, corresponding to: Fall Session (Sept, Oct, Nov Dec), Spring Session (Jan, Feb, Mar, Apr, May), Summer Session (June, July, Aug)

i. Employees must designate their interest in being on each of the seniority rotation lists each session.

ii. This posting will be available at the start of school meeting and least fourteen (14) calendar days from the start of the other two designated sessions. Rescheduled and new events will be added to list of events as soon as possible after they are known and will follow the regular procedure.

iii. The initial list, each session, will start with the most senior Employee and continue through the least senior Employee regardless of building assignment. If the next Employee on the established rotation does not accept the overtime function, the next person on the list will have the opportunity. When the bottom of the list is reached, the rotation will start back at the top.

iv. If an Employee cancels events they accepted without good cause and does not secure a replacement, then the District and the Union will have the right to mutually agree to remove that individual from the list for the remainder of that session.

v. Employees must have worked the last scheduled day prior to an overtime event in order to be eligible to work that overtime event, unless approved by the Superintendent.

vi. If no Employee accepts the overtime event from the current list, then the District will solicit Employees who are not on the current list. If then there still is a shortage of Employees to work that event, then the least senior Employee on the current rotation list will be mandated to work that event.

vii. An Employee may trade/cover with another Employee for an overtime event, as long as they are qualified to work that event, in cases of extenuating circumstances. The Supervisor will be notified, by both affected Employees, of any changes as soon as possible.

viii. Catering events under $200.00 that are held for and at that school will use Employees from that school to work the event. If there is still a need for additional Employees to work the event, then the regular rotation list will be used.

Section 4: Mandatory Summer Work. Employees shall be given notice by May 1L each year of any mandatory work duties required from June 20 to August 20 each year.

Section 5: Summer Meals Program.

a. The hourly rate for work performed will be at least at the Kitchen Manager's wage.

b. Positions will be subject to all provisions of the Master Agreement.

ARTICLE 15
WORKING CONDITIONS

Section 1. Safety and Health.

a. An Employee will not be required to perform unusually hazardous work which is not an ordinary element of the Employee's job, and/or poses a serious and immediate threat to the Employee's health or safety. An Employee who refuses to perform work under this provision does so at his/her risk and will have the burden of proving the actual existence of such threat. In all other situations, where the danger is not serious and immediate, the rule "work now, grieve later" shall apply," with the exception that if the Employee believes that there is a serious safety concern that would occur if following such orders. In this case, the Employee will bring this concern to the immediate attention of the Association president and the Superintendent.
b. The Employer will provide approved first aid material in work areas.
c. If any Employee believes that necessary safety equipment **should be** available, **the** matter may be taken up with the Superintendent or his/her designee.

Section 2. The Employer will support and assist Employees with respect to preventing students from improperly interfering with the performance of work.

Section 3. Employees will not be required to perform supervisory duties. If an Employee believes that this Section is being violated, the rule will be "work now, grieve later".

Section 4. Snow/Delay/Cancellation Days. Employees will be paid their rate of pay for the specific days of emergency or inclement weather closing as they occur for no more than six (6) days. On delayed start days or early dismissal days, employees will be paid for their regularly scheduled hours. Any emergency or inclement weather closing days which are required by the Michigan Department of Education to be rescheduled shall be scheduled as student instruction days by the District. When the District needs to add days, as mandated by the State, employees will be paid for hours worked.

Employees, whose shift begins before school is canceled, are to be paid their regular rate equal to the time worked with a guarantee of a minimum of two (2) hours pay at their regular rate.

Section 5. If the supervisor leaves school for the evening while a kitchen Employee is still on duty, the Employer will provide for safety checks to be made on the on-duty kitchen Employee. If the supervisor is not on site and there is no designated supervisor from outside the Association on site, then the Employee will not be responsible for any loss of property or safety issues that arise during that time period other than what would normally be associated with their job duties.

Section 6. The District and the Association shall mutually agree to the evaluation process and instrumentation. See Appendix D.

ARTICLE 16
UNPAID LEAVES OF ABSENCE

Section 1. Unpaid Five (5) Days. An Employee may be granted up to five (5) days of unpaid leave of absence for personal reasons. The leave shall be requested in writing, stating the reasons for the leave, and be submitted to the Food Service Director and Director of Finance at least thirty (30) business days prior to the dates of the requested unpaid leave. This unpaid leave cannot be taken prior to and/or after school vacation breaks or holidays, unless approved by the Superintendent. To be eligible to take this unpaid leave, the Employee shall have at least ten (10) days of ETO allowance as of the preceding June 30th. Not more than one (1) unpaid leave per building will be scheduled at the same time. The granting of such leave shall be by authorization of the

Supervisor. Such leave shall not be granted or used for the purpose of pursuing or engaging in other employment unless the Employee has received prior written authorization from the Superintendent or designee. Requests for unpaid leaves shall be considered based upon the reason for the leave and the effect of the leave on the District's operations.

Section 2. Military Leave. An Employee who leaves the employment or the District for active service in the Armed Forces of the United States under the provisions of any law of the United States or the State of Michigan, shall, upon application for re-employment, be entitled to whatever reinstatement privileges are established by such laws.

Section 3. Medical Leave.

a. Any Employee who becomes disabled from working due to illness or injury, and whose claim of such disability is supported by evidence satisfactory to the Employer, shall be granted an unpaid sick leave of absence, for a period, as necessary of up to one (1) year or the length of the Employee's disability, whichever is less. Extensions will be requested and will be handled in the same manner as initial applications for a sick leave. Such satisfactory evidence, if required by the Employer, may include a doctor's certificate.
b. Any Employee who becomes ill or disabled from a work related cause shall be granted an indefinite unpaid sick leave for the duration of such illness or disability, subject to the same terms and conditions, as set forth in this Article, which apply to non-work related sick leaves.
c. The Employer may require a doctor's note stating that an Employee is able to perform all the elements of his/her job, prior to returning such Employees to work, or to determine if such Employee continues to be **ill** or disabled for the purposes of extending a leave of absence.
d. An Employee on sick leave of absence shall, upon return to work, be re-employed on his/her regular job if his/her seniority and abilities would permit, provided the above requirements are met. If no job is available which the Employee's seniority and abilities permit him/her to fill, the Employee shall be deemed to be laid off.
e. An Employee shall give prompt notice to the Superintendent or designee of the Employee's ability to return to work.
f. The Employer shall return the Employee to work not later than the first Monday after the Employer receives such notice, and the Employee has been determined to be able to return to work, unless the effect of another provision of this Agreement would extend such time.
g. This Section shall apply to a disability which is due to pregnancy, or to childbirth, or to a medical condition related to pregnancy or childbirth.
h. At its expense, the Employer may require an Employee to be examined by a doctor in connection with either the approval or extension, of a sick leave or, in connection with an Employee's ability to return to work.

Section 4. Union Leave. A leave of absence of up to four (4) years shall be granted upon application for the purpose of serving as an officer of the Union.

Section 5. General. If an Employee violates or falsifies the reason for a leave; obtains other employment during a leave without prior written authorization; or overstays a leave without giving notice and providing substantiation for the necessity of the extension, as soon as is reasonably possible, the Employee shall be deemed to have quit his/her job. If the Employee complies with the provisions of this Article, the Employee shall retain but shall not accumulate seniority during the leave. All leaves of absence which are provided for in this Article shall be without pay.

Section 6. Family and Medical Leave Act. To the extent required under applicable law, according to the Federal Family and Medical Leave Act, (FMLA) an eligible Employee shall be granted leave for the purpose

and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Board may adopt policies to effectuate FMLA provided that such policies are consistent with FMLA. The Employer, at its discretion, may extend part, or all, of its FMLA policies to part-time Employees and/or new hires, even though such Employees are not eligible under FMLA. FMLA leaves shall run concurrently with all leaves, paid or unpaid, authorized by this Agreement, to the maximum extent permitted by law. As outlined in the DOL FMLA attachment Appendix C.

ARTICLE 17
PAID LEAVES OF ABSENCE

Section 1 Earned Time Off (ETO) Starting July 2018, employees covered by this Agreement will have ETO in place of specified sick or personal days. All employees employed at the time of conversion will have all accumulated days rolled directly to ETO.

All employees will "earn" time each month worked: maximum of 1.25 days per month for an annual maximum total of 12.5 days earned for school year employees. September through June 10 months x 1.25= 12.5 days for full year. Two (2) ETO days may be accessed beginning after 10 working days. Time will be entered on first payroll of following month (i.e. work September 2018, see 1.25 on October 5 payroll - final entry for school year Employees on June 5 payroll). A full ETO day will be charged when missing a scheduled day of work, regardless of the amount of hours scheduled for the day. A half ETO day will be charged when half of the scheduled hours are worked during the day.

Use limitations:
Time can be used in half or full day increments.

No more than three (3) consecutive days can be taken at one time. (i.e. T, W, Th or Th, F, M., etc.)

When 3 consecutive days are to be taken a leave time request will be completed and pre-approved by Food Service Director (supervisor).

Days off should be clearly noted on timecards as "ETO."

Unscheduled consecutive days off beyond three (3) will require a doctor's note.

Days cannot be used first five (5) student days or last five (5) student days without preapproval by supervisor.

Days cannot be attached to any scheduled break, unless pre-approved by the supervisor.

Family Emergencies up to five (5) days can be taken when authorized by the supervisor. All requests are to be submitted in writing/email. The immediate family shall include father, stepfather, mother, step-mother, grandmother, step-grandmother, grandfather, step-grandfather, spouse, spouse's father, step-father, mother, step-mother, grandmother, step-grandmother, grandfather and step-grandfather, children, step-children, grandchildren, step-grandchildren, brother, step-brother, sister and step-sister, or others as approved by the Superintendent.

ETO shall not accumulate unless the employee is receiving a regular paycheck. In the event of an unpaid leave of absence or unpaid FMLA which begins after the first of the month ETO will be prorated based on the regularly scheduled paid time for the individual employee. The Board reserves the right to require reasonable proof of illness including a doctor's certificate, where a pattern of ETO leave indicates abuse.

ETO shall accumulate up to and including (120) days. The Board reserves the right to require reasonable proof of illness including a doctor's certificate, where a pattern of ETO leave indicates abuse. An employee will be compensated at the rate of twenty ($20.00) dollars per day for any accumulated ETO days in excess of one hundred twenty (120) days at the end of the school year. The payment will be made to an employer designated 403(b) account by July 15. If the employee has not set up this 403(b) account by May 31 the funds will revert back **to** the district.

In the event a WUS employee transfers from another classification and has days in their sick or personal categories, or other leave time categories, their days will be calculated by the administration office for the conversion to ETO based on the number of hours daily in their former position compared to the scheduled hours of the new position.

No ETO days will be paid out upon leaving employment.

Section 2. Spring Break Time Off Option. An Employee may request time off the day prior to or after spring break. The request for time off shall be understood as unpaid time off from assigned duties for a specific day. The written request must be submitted by the last scheduled day of work in December prior to the winter break. Only one Employee's time off request may be granted per kitchen, at the discretion of the Supervisor. If more than one Employee requests time off on the same day, a lottery drawing shall determine which Employee's request is granted. The lottery drawing shall occur at the Association's January Executive Board meeting and the name(s) of the Employee(s) sent to the Food Service Manager by February 1.

Section 3. Jury Duty. Upon receiving notice of jury duty service, you are required to notify your immediate supervisor. You will be compensated, to a maximum of 60 days, for your normal scheduled time you otherwise would have worked when actually serving. Any compensation you receive from the court service for your jury duty must be given to the district, however, the portion of compensation designated as mileage and parking may be kept to cover those expenses.

Section 4. Holidays. The Employer will pay any Employee eligible for Holiday pay their regularly scheduled hours at his/her regular straight time rate. To be eligible for the paid Holiday, the Employee must not be a probationary Employee and work the entire last scheduled workday prior to, and the next scheduled workday following the holiday, unless the Employee receives approval of the Superintendent. The eight (8) regular Holidays will be Labor Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve, and Christmas Day, New Year's Eve, and New Year's Day, and Memorial Day.

If a Holiday falls on a Saturday, it will be celebrated on Friday. If a Holiday falls on Sunday, it will be celebrated on Monday. This language is based upon the Federal and State guidelines in regard to Holidays.

Section 5. Conference Leave. Upon written request and prior approval, Employees may be granted up to three (3) days per year of conference leave. Conference leave shall refer to activities or conferences related to professional growth in the Employee's assignment. Arrangements for such leave must be made with the immediate supervisor at least four (4) weeks before the registration deadline. Approved Conference Leave days shall not accumulate nor shall such days be deducted from the Employee's other paid leave.

ARTICLE 18
COMPENSATION AND BENEFITS

Compensation shall be in accordance with Schedule A, attached to this Agreement as Appendix A.

Benefits

Uniforms. All Employees in the Bargaining Unit in years one through five shall receive a $200 declining balance debit card by August 25th, for each school year; those in years six through 15 shall receive a $150 declining balance debit card by August 25th, for each school year; and those in years 16 or more shall receive a $125 declining balance credit card by August 25th, for each school year. This allowance is made available for uniform requirements as outlined here: approved shirts, aprons/smock, hats, chef coats, pants, and slip resistant shoes. All clothing must be of color and style agreed to by the Employer and Association; black undershirts, belt, foodservice or WUS zip sweatshirt, and the District to provide van driver with jacket every three (3) years. Employees will be required to turn all receipts in to the Business Office for approved clothing purchases by April 30th of that school year. Any balance used from the originally provided monies that is not offset by receipts will be taken out of that Employee's payroll, to the extent of the law, until fully reimbursed. The board will provide a stock of slip-resistant rubber-soled shoes at each building for use by subs and probationary Employees.

Attendance Incentive. Effective 2017-18 school year if Employee has 30 days in ETO bank June 30 of previous year. The payout is two times per year. December and June: 0 ETO days used equals $100 each period; 1 ETO day used equals $75 each pay period; 2 ETO days used equals $50 each pay period.

Profit Sharing. Starting with the 2018-19 School year - 10% of audited profitability will be shared equitably with Food Service staff. Minimum profitability must be $50,000. Management agrees to meet minimally twice a year to apprise group of status and to work jointly to a profitable end of the school year. The annual results are generally known the first of November, and payout would follow in December. First payout will be in December 2019 using the 2018-2019 audited profitability. If the minimum profitability is not realized, sharing will not occur. Eligibility is after one (1) full year of service. Employee amounts will vary based on the actual scheduled weekly hours.

Example:	Share amount	35-hour EE	20-hour EE	15-hour EE
	$5000.00	$264	$151	$113

ARTICLE 19
GENERAL

Section 1. There are no understandings or agreements or past practices that are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been reduced to writing and signed by both the Employer and the Union.

Section 2. The provisions of this Agreement, including but not limited to wages and benefits, apply only to Employees who are included in the bargaining unit. This Agreement does not apply to any other Employees, or in any way restrict the Employer's actions with respect to non-bargaining unit Employees.

Section 3. If Michigan law changes so that the subcontracting of work performed by the bargaining unit is a mandatory subject for bargaining, then before any subcontracting occurs, the Employer will bargain with the Union concerning the decision to subcontract and the effects of subcontracting. If such subcontracting is a permissive subject for bargaining, then the parties will discuss whether to engage in negotiations before any subcontracting occurs.

ARTICLE 20
SEPARABILITY AND SAVINGS CLAUSE

If any part of this Agreement should be invalidated by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected. In addition, the parties will promptly meet to negotiate the matter which has been invalidated.

ARTICLE 21
DURATION OF AGREEMENT

Section 1. This Agreement shall continue in effect until December 31, 2020 for Articles 1 through 21, Appendix A (Wage Scale), B (Grievance report), Appendix C (FMLA DOL Guidelines), and Appendix D (Evaluation procedures and form). Negotiations between the parties shall begin at least 60 days prior to the contract expiration date upon the request of either party. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

Section 2. The Employer agrees to supply copies of this Agreement to the Union and to all bargaining unit Employees now or hereafter employed.

THE BOARD OF EDUCATION OF WAYLAND UNION SCHOOLS

Theresa Doby

THE WAYLAND UNION FOOD SERVICE ASSOCIATION, MEA -NEA

Christine J Anderson

Appendix A
Wage Scale

	Through December 31, 2020			
Annual Step	KA	KM	KPM	VD
1	$ 11.78	$ 12.14	$ 12.61	$ 14.67
2	$ 12.02	$ 12.37	$ 12.96	$ 16.03
3	$ 12.40	$ 12.96	$ 13.32	$ 16.26
4	$ 12.82	$ 13.26	$ 13.67	$ 16.50
5	$ 13.56	$ 14.15	$ 14.51	$ 16.62
6	$ 14.17	$ 15.02	$ 15.10	$ 16.73
7	$ 14.95	$ 15.61	$ 16.21	$ 16.85
8	$ 15.79	$ 16.21	$ 16.80	$ 16.97
9	$ 16.03	$ 16.50	$ 16.91	$ 17.09
10	$ 16.14	$ 16.80	$ 17.03	$ 17.20
11	$ 16.26	$ 17.09	$ 17.20	$ 17.32
12	$ 16.38	$ 17.32	$ 17.38	$ 17.44
13	$ 16.50	$ 17.44	$ 17.67	$ 17.56
14	$ 16.62	$ 17.56	$ 17.79	$ 17.67
15	$ 16.73	$ 17.67	$ 17.91	$ 17.79
16	$ 16.85	$ 17.79	$ 18.03	$ 17.91
17	$ 16.97	$ 17.91	$ 18.14	$ 18.03
18	$ 17.09	$ 18.03	$ 18.26	$ 18.14
19	$ 17.20	$ 18.14	$ 18.39	$ 18.26
20	$ 17.32	$ 18.26	$ 18.51	$ 18.33
21	$ 17.44	$ 18.33	$ 18.68	$ 18.39
22	$ 17.67	$ 18.39	$ 18.86	$ 18.44
23	$ 17.79	$ 18.44	$ 18.98	$ 18.51
24	$ 17.91	$ 18.51	$ 19.10	$ 18.56
25	$ 17.97	$ 18.56	$ 19.21	$ 18.62
26	$ 18.03	$ 18.62	$ 19.27	$ 18.68
27	$ 18.09	$ 18.68	$ 19.33	$ 18.74
28	$ 18.14	$ 18.74	$ 19.38	$ 18.80
29	$ 18.21	$ 18.80	$ 19.45	$ 18.86
30	$ 18.26	$ 18.86	$ 19.50	$ 18.92

Longevity (Paid end of fiscal year) paid after 1 full year of service worked	
2020-2021 Rates	
1-5 years	350.00
6-15 years	500.00
16+ years	600.00

Section 1. The Kitchen Production Managers shall be located at the High School, Middle School and Pine Street.

Section 2. Employee steps will occur on January 1 of each year. There will be no steps granted on July 1, 2020.

Section 3. Educational Credit.

a. All Employees will be compensated at their regular hourly rate to complete ServSafe certification or re-certification coursework. Reimbursement will only include actual hours attending the certification or re-certification courses. District written approval must be attained prior to attending ServSafe courses.

b. Each Employee shall be reimbursed the total annual dues to SNA-SNAM. Employees will pay their dues directly and submit the receipt for reimbursement with the appropriate form.

c. The rate of pay compensated to the Employees, as scheduled above shall be increased upon successful completion of the following:

Beginning 2016-17:

0.10/hour	For three (3) hour courses
0.15/hour	For ten (10) hour courses
1.00/hour	Maximum amount for additional course hours
0.20/hour	ServSafe Certification

Section 4. Cleaning Days. Effective 2017-18 school year- 2 (two) optional deep cleaning half days, non-mandatory, with a signup sheet providing seniority signup with a maximum of workers per building for 3-hour shifts paid at 1.5 times the hourly rate. Elem and Pine = maximum of 2 (two) workers, MS = maximum of 3 (three) workers, and HS = maximum of no more than 5 (five) workers as determined by the supervisor. Dates are determined by the supervisor.

APPENDIX B
Wayland Union Schools
Grievance Report Form

Name of Grievant: _____

Date Alleged Violation Occurred: _____

Building: _____

A. Statement of Grievance:

B. Sections and Sub-Sections of Agreement Involved:

C. Relief Sought:

_____

Grievant's Signature

_____

Date

Wayland Union Schools
Grievance Report Form

A. Date Discussion Held with Immediate Supervisor: _____

1. Disposition of Immediate Supervisor:

_____
Immediate Supervisor's Signature

2. Disposition of Grievant:

_____
Grievant's Signature

B. Level 1 - Date Grievance Sent to Superintendent: _____

1. Statement of Approval or Disapproval of Association:

_____
WUEA Grievance Committee
Chairperson's Signature

C. Date of Meeting with Superintendent and Grievant: _____

D. Date and short Review of Superintendent's Decision: _____

E. Disposition of Grievant:

Wayland Union Schools
Grievance Report Form

F. Level 2 - Date of Appeal to Board of Education: _____

G. Date of Board Meeting at which Grievance was heard: _____

1. Decision of the Board:

2. Disposition of Grievant:

_____
Board President's Signature

_____
Grievant's Signature

H. Level 3 - Date of Appeal to Arbitrator: _____

1. Decision of Arbitrator:

_____
Arbitrator's Signature

APPENDIX C

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

Fact Sheet #28G: Certification of a Serious Health Condition under the Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible Employees who work for covered employers to take unpaid, job-protected leave for specified family and medical reasons, with continuation of group health insurance coverage under the same terms and conditions as if the Employee had not taken leave.

The employer may require the Employee to submit a certification from a health care provider to support the Employee's need for FMLA leave to care for a covered family member with a serious health condition or for the Employee's own serious health condition. The employer may not request a certification for leave to bond with a newborn child or a child placed for adoption or foster care. For information about certification requirements for military family leave, *see* Fact Sheet 28M(c): Qualifying Exigency Leave under the Family and Medical Leave Act; Fact Sheet 28M(a): Military Caregiver Leave for a Current Service member under the Family and Medical Leave Act; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the Family and Medical Leave Act.

The employer must notify the Employee each time a certification is required. The employer's notice must be included in the written notice of FMLA rights and responsibilities given to the Employee when leave is first requested. The employer may request certification at a later date if it questions the appropriateness of the leave or its duration.

MEDICAL CERTIFICATION

If the employer requests medical certification, the Employee is responsible for providing a *complete and sufficient certification,* generally within 15 calendar days after the employer's request. The Employee is responsible for paying for the cost of the medical certification and for making sure the certification is provided to the employer. If the certification is incomplete or insufficient, the employer must give the Employee a written notice stating what additional information is necessary to make the certification complete and sufficient. The Employee must provide the additional information to the employer within seven calendar days, in most circumstances.

A certification is considered "incomplete" if one or more of the *applicable* entries on the form have not been completed.

A certification is considered "insufficient" if the information provided is vague, unclear, or non-responsive. *Content of the certification* - Information on the certification may include: contact information for the health care provider; the date the serious health condition began and how long it will last; appropriate medical facts about the condition; for leave for the Employee's own serious health condition, information showing that the Employee cannot perform the essential functions of the job; for leave to care for a family member, a statement of the care needed; for intermittent leave, information showing the medical necessity for intermittent or reduced schedule leave and either the dates of any planned leave or the estimated frequency and duration of expected incapacity due to the condition.

Consequences - If the Employee does not provide the requested certification within the time required or fails to provide a complete and sufficient certification despite the opportunity to cure any deficiencies, the employer may deny the Employee's request for FMLA leave.

Annual certification - If the Employee's need for FMLA leave lasts beyond a single FMLA leave year, the employer may require the Employee to provide a new medical certification in each new FMLA leave year.

Certification forms - The FMLA does not require the use of any specific certification form. The Department has developed optional forms that can be used for leave for an Employee's own serious health condition (WH- 380-

E) or to care for a family member's serious health condition (WH-380-F), or the employer may use its own forms. If the employer chooses to use its own forms, it may not require any additional information beyond what is specified in the FMLA and its regulations. Employers must accept a complete and sufficient medical certification, regardless of the format. In all instances, the information requested on the certification form must relate only to the serious health condition for which the Employee is seeking leave. The Department's forms are available for free at www.dol.gov/whd/fmla.

AUTHENTICATION AND CLARIFICATION

Once the employer has received a complete and sufficient certification, **the employer may not request *additional* information from the health care provider.** However, the employer may use a human resources professional, a leave administrator, another health care provider, or a management official to contact the health care provider to authenticate or to clarify the certification. For example, the employer's appropriate representative could ask the health care provider if the information contained on the form was completed or authorized by him or her, or ask questions to clarify the handwriting on the form or the meaning of a response. Under **no** circumstances may the Employee's direct supervisor contact the Employee's health care provider.

SECOND AND THIRD OPINIONS

If the employer has received a complete and sufficient certification but has a reason to doubt that it is valid, the employer may require the Employee to obtain a second medical certification. The employer can choose the health care provider to provide the second opinion, but generally may not select a health care provider who it employs on a regular or routine basis. If the second opinion differs from the original certification, the employer may require the Employee to obtain a third certification from a healthcare provider selected by both the Employee and employer. The opinion of the third health care provider is final and must be used by the employer. The employer is responsible for paying for the second and third opinions, including any reasonable travel expenses for the Employee or family member. While waiting for the second (or third) opinion, the Employee is provisionally entitled to FMLA leave.

RECERTIFICATION

In general, the employer may request the Employee to provide a recertification no more often than every 30 days and only in connection with an absence by the Employee. If a certification indicates that the minimum duration of the serious health condition is more than 30 days, the employer must generally wait until that minimum duration expires before requesting recertification. However, in all cases, including cases where the condition is of an indefinite duration, the employer may request a recertification for absences every six months. The employer may request a recertification in *less than 30 days* only if:

the Employee requests an extension of leave,

the circumstances described by the previous certification have changed significantly, or

the employer receives information that causes it to doubt the Employee's stated reason for the absence or the continuing validity of the existing medical certification. In general, the employer may ask for the same information in a recertification as that permitted in the original medical certification. However, an employer may provide the health care provider with a record of the Employee's absences and ask if the serious health condition and need for leave is consistent with the leave pattern. The Employee is responsible for paying for the cost of a recertification. The employer cannot require a second or third opinion for a recertification. In most circumstances, the employer must allow the Employee at least 15 calendar days to provide the recertification after the employer's request. **FOREIGN MEDICAL CERTIFICATION** If the Employee or the Employee's family member is visiting another country, or a family member resides in another country, and a serious health condition develops, the employer must accept a medical certification, as well as second and third opinions, from a health care provider who practices in that country. If a medical certification by a foreign health care provider is not in English, the employer may require the Employee to provide a written translation of the certification. **FITNESS-FOR-DUTY** The employer may have a policy or practice that requires Employees in similar job positions who take leave for similar health conditions to provide a return to work, or "fitness-for-duty," certification from the Employee's health care provider showing that the Employee is able to resume work. The employer may request a fitness- for-duty certification *only* with regard to the particular health condition that caused the Employee's need for FMLA leave. If the employer

will require a fitness-for-duty certification, it must provide notice of that requirement and whether the certification must address the Employee's ability to perform the essential functions of his or her job with the FMLA designation notice. In general, a fitness-for-duty certification may not be required for each absence taken on an intermittent or reduced leave schedule. However, if the employer has a reasonable belief that the Employee's return to work presents a
significant risk of harm to the Employee or to others, the employer may require a fitness-for-duty certification up to once every 30 days. As long as the employer has provided the required notice regarding any fitness-for-duty certification requirement, the Employee's return to work may be delayed until the fitness-for-duty certification is provided. An employer may contact an Employee's health care provider to clarify or authenticate a fitness-for-duty certification, but cannot delay the Employee's return to work while making that contact. An employer may not require second or third opinions for a fitness-for-duty certification. The Employee is responsible for paying any cost of obtaining the fitness-for-duty certification. If State or local law or collective bargaining agreement governs an Employee's return to work, those provisions must be applied.

ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to the FMLA. *See* Fact Sheet 77B: Protections for Individuals under the FMLA. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most Employees. Most federal and certain congressional Employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Buildings
200 Constitution Avenue, NW
Washington, DC 20210
1-866-4-USWAGE
TTY: 1-866-487-9243

APPENDIX D
Evaluation Procedure and Form
Wayland Union Schools

Food Service Evaluation Procedures

1. The purpose of Employee evaluations is to maintain and improve job performance.
2. The evaluation procedure shall provide for informal opportunities for the evaluator to record the performance of the Employee at other times in addition to formal observations.
3. Probationary Employees will be evaluated at least once in their first forty-five (45) work d days of employment. Probationary Employees with areas needing improvement will be given a written action plan to help facilitate the changes needed to improve prior to the end of the probationary period.
4. The process will include communication with the Food Service Director on the progress in the categories over the remainder of the probationary period.
5. Non-probationary Employees will be evaluated at least once every two years.
6. Employees rated unsatisfactory will be given a written action plan addressing each category needing improvement and a compiled plan for improvement.
7. An Employee receiving a plan for improvement will be evaluated in the next school year.
8. Employee evaluations will be conducted by the Food Service Director.
9. The Food Service Director will review evaluation with the Employee.
10. The content of an evaluation shall not be subject to the grievance procedure.

Wayland Union Schools
Food Service Evaluation

Employee: _____ Building: _____

Date: Job Assignment: _____

1-Outstanding 2-Strong 3-Satisfactory 4-Needs Improvement 5-Unsatisfactory

Section 1---General Evaluation

COMMITMENT TO TOTAL PROGRAM

A.	Shows interest and enthusiasm in work	1	2	3	4	5
B.	Is willing to put in essential time and effort	1	2	3	4	5
C.	Is punctual and has infrequently missed work	1	2	3	4	5
D.	Willingly accepts and carries out responsibilities	1	2	3	4	5
E.	Performs routine tasks efficiently	1	2	3	4	5
F.	Maintains a neat, orderly, and efficient work area	1	2	3	4	5
G.	Demonstrates initiative by providing positive input	1	2	3	4	5
H.	Is receptive to change in policies and procedures	1	2	3	4	5
A.	Displays a spirit of helpfulness and cooperation	1	2	3	4	5
B.	Utilizes available opportunities to develop and maintain required job skills	1	24	3	4	5

RESPONSIVE TO STUDENT'S NEEDS

A.	Communicates positively with students	1	2	3	4	5
B.	Is warm and understanding of student's needs	1	2	3	4	5
C.	Tactfully answers questions from students	1	2	3	4	5
D.	Treats all students fairly, without overt identification	1	2	3	4	5

STAFF AND COMMUNITY RELATIONS

A.	Communicates effectively with all staff members	1	2	3	4	5
B.	Demonstrates loyalty to district, building & coworkers	1	2	3	4	5

C.	Adheres to applicable district policies/procedures	1	2	3	4	5
D.	Works well with all Employees, parents & community	1	2	3	4	5
E.	Handles difficult situations in a positive way	1	2	3	4	5

PERSONAL CHARACTERISTICS

A.	Is well groomed and appropriately dress	1	2	3	4	5
B.	Can withstand the physical requirements of position	1	2	3	4	5
C.	Maintains high standards of ethics, honesty & integrity	1	2	3	4	5
D.	Adapts well to change	1	2	3	4	5

COMMENTS:

Section 2---Job Classification Specific Evaluation

REPONSIBILITIES AND ROLE (Assistant Cook)

A.	Is familiar with and adheres to all federal, state, and local regulations regarding Food Service	1	2	3	4	5
B.	Prepares and displays food in a high-quality manner	1	2	3	4	5
C.	Demonstrates money-handling accuracy	1	2	3	4	5
D.	Demonstrates proficiency in phone & computer systems	1	2	3	4	5
E.	Assists in meeting the highest standards of safety and sanitation, prescribed by the local health dept.	1	2	3	4	5
F.	Demonstrates respect and consideration to all customers	1	2	3	4	5
G.	Assists in the "hands-on" training of new Employees	1	2	3	4	5
H.	Keeps informed of prices, portion sizes and which utensils to use.	1	2	3	4	5
I.	Displays interest by proper merchandizing of menu	1	2	3	4	5
J.	Prepares relevant records and reports in an accurate and timely manner	1	2	3	4	5

COMMENTS:

REPONSIBILITIES AND ROLE (Kitchen Manager & Production Manager)

A. Is familiar with and adheres to all federal, state, and local regulations regarding Food Service	1	2	3	4	5
B. Demonstrates initiative and resourcefulness in performing assigned tasks	1	2	3	4	5
C. Completes assigned work in scheduled time	1	2	3	4	5
D. Demonstrates proficiency in phone & computer systems	1	2	3	4	5
E. Assists in meeting the highest standards of safety and sanitation, prescribed by the local health dept.	1	2	3	4	5
F. Demonstrates respect and consideration to all customers	1	2	3	4	5
G. Assists in the "hands-on" training of new Employees	1	2	3	4	5
H. Keeps informed of prices, portion sizes and which utensils to use	1	2	3	4	5
C. Displays interest by proper merchandizing of menu	1	2	3	4	5
I. Prepares relevant records and reports in an accurate and timely manner	1	2	3	4	5
J. Keeps the director well informed on issues and the operation of the program	1	2	3	4	5
K. Directs and monitors food preparation and presentation providing feedback to the food service staff	1	2	3	4	5
L. Orders food and paper in an efficient manner	1	2	3	4	5
M. Ability to make wise decisions and take appropriate actions when needed	1	2	3	4	5
0. Implements procedures and monitors the total operation for efficiency and cost effectiveness	1	2	3	4	5

COMMENTS:

_____ _____

_____ _____

RESPONSIBILITIES AND ROLE (Van Driver)

A. Delivers satellite food in a timely and orderly manner	1	2	3	4	5
B. Demonstrates organizational skills by stocking and	1	2	3	4	5

rotating food storage

C. Maintains clean and orderly freezers, coolers, and storerooms	1	2	3	4	5
D. Adapts to emergency situations in a positive manner	1	2	3	4	5
D. Ability to make wise decisions and take appropriate actions when needed	1	2	3	4	5
E. Keeps the manager and director well informed on issues and the operation of the program	1	2	3	4	5
E. Willingly accepts additional responsibilities	1	2	3	4	5
F. Maintains a high standard of safety and sanitation	1	2	3	4	5

COMMENTS:

Name of Employee:	**Position:**
Employee Strengths:	
Areas for Growth:	
Employee's Signature:	**Date:**
Supervisor's Signature:	**Date:**

Note:
The Employee's signature does not signify agreement with this evaluation, but only that it has been reviewed and discussed with the Employee. The Employee may make comments by attaching an additional sheet within 10 working days of the evaluation conference as dated above. The comments will be made an official part of the review. All comments must be attached to the review prior to the document being passed to the next level of management for review.
Any category with a rating of "needs improvement" will require the supervisor and Employee to develop a written plan of improvement to assure expectations are met promptly and adequately.