

SAUCON VALLEY SCHOOL DISTRICT

Hellertown, Pennsylvania

AGREEMENT

Between the

BOARD OF SCHOOL DIRECTORS

and

FOOD SERVICE PERSONNEL

September 1, 2006 to August 31, 2010

*Agreement Between the
Saucon Valley School District Board of Directors and Food Service Personnel*

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AGREEMENT, made on this _____ day of _____, 200__, by and between the BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT and the FOOD SERVICE PERSONNEL of the SAUCON VALLEY SCHOOL DISTRICT.

The School Board of Saucon Valley School District and the Food Service Personnel of the Saucon Valley School District mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment as of this date and this agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent, in writing, of both parties.

The School Board of Saucon Valley School District and Food Service Personnel of Saucon Valley School District agree that this agreement sets forth the terms to which each party agrees to be bound and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

This Agreement shall begin _____, 2006, and shall continue in force and effect until _____, 2010, or until such later date as the two parties may hereinafter agree is to be the extended ending date.

ARTICLE I

CLASSIFICATION OF EMPLOYEES

For the term of this Agreement,
there shall be five classifications of Food Service Employees:

Food Service Managers:
Elementary/Middle School Manager
High School Manager

Food Service Coordinator

Assistant Cook

General Kitchen Help

Head Cashier

ARTICLE II

Seniority

Seniority commences from the time a person is hired and working. Seniority is based on the years of continuous years of service in any/all of the five classifications as stated in Article I.

There shall be two Seniority Lists for Food Service employees:

- (1) Full Time Employees – considered for benefits
(Five (5) hours per day or more)
- (2) Part Time Employees
(Less than five (5) hours per day)

It is understood by the parties that if reduction in force becomes necessary, no part-time employee shall displace any full-time employee.

If a full-time employee is reduced to part-time status, they must have more seniority than the least senior part-time employee.

Accumulated seniority continues.

ARTICLE III

New Employees

All new employees will be employed at fifty cents (\$.50) less per hour than the contract rate for a total of ninety (90) calendar days. After the probationary period of ninety (90) * calendar days, the employee shall receive current wages and any benefits allowed under contract.

An employee who has worked in the Cafeteria Food Service Department as a substitute employee for 100 hours or more shall work a probationary period of forty-five (45) * calendar days at fifty cents (\$0.50) less per hour than the contract rate.

If the probationary period extends into the summer recess, the probationary period will be suspended and resumed in September with the first work day for the Food Service Department and will continue until the ending probationary day. The probationary period shall not include time served under temporary, emergency or substitute appointments nor time while the employee is absent from work.

* Calendar Days - Consecutive Days in Each Calendar Month

ARTICLE IV
Management Prerogatives

The management of the Board's premises and equipment and direction of the working forces, including the right to hire and suspend, to classify, assign, discipline and promote, to discharge or transfer for proper cause, to promulgate reasonable working rules, and to establish working schedules and conditions is a management prerogative.

The Board, or its designee (Business Manager), with recommendations from the Food Service Manager(s), has the right to relieve employees from duty because of lack of work or for other legitimate reasons and the right to change, modify, or move any equipment, work assignment or type of service.

ARTICLE V
Posting Vacancies

All vacancies shall be posted for five (5) working days and cafeteria employees shall have the opportunity to apply for said vacancies. The Food Service Manager shall make a recommendation to the Business Manager, however, the appointment will be approved by the Board, as it shall be determined in the best interest of the School District.

In the event of short term vacancies of a temporary nature, the Food Service Manager shall recommend to the Business Manager to hire substitutes to perform the required duties without posting the vacancy.

ARTICLE VI
Wages and Salary Provision

The parties agree that wages and salaries are accurately reflected in Appendix "A" attached to and made a part of this agreement and that the schedule of classifications, wages and salaries set forth in Appendix "A" shall be the schedule which shall remain in force for the period of this Agreement. All employees of the food service department must submit their payroll sheet to the food service coordinator for verification and submission to the payroll department.

All pay checks, and/or information regarding salary, shall be enclosed in individual envelopes. Direct deposit of paychecks shall be required for all employees.

ARTICLE VII
Employee Benefits

The parties agree that the employee benefits to be provided for under this Agreement are accurately reflected in Appendix "B" attached to and made part of this Agreement.

ARTICLE VIII
Work Process

The parties agree that no request for personal, vacation or days off will be made for the full week before Christmas, the first week of school, last full week of the school year, and the week prior to Labor Day, unless there is a medical emergency, medical condition, or verified emergency. Violation of this rule will be subject to immediate disciplinary action.

APPENDIX A

PART I – Classifications

<u>Classification</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
	4.0%	4.25%	4.0%	4.25%

Food Service Manager - add \$1.94 per hour to base pay each year

Elementary/Middle School

Food Service Manager

High School - add \$.97 per hour to base pay each year

Food Service Coordinator - - add \$1.46 per hour to base pay each year

Assistant Cook (HS & MS)

General Kitchen Help

Head Cashier – add 1.00 per hour to base pay each year

APPENDIX A

A. EVALUATION PROCEDURE

Performance evaluations shall be conducted by the Food Service Manager. Performance evaluations of the Food Service Managers and the Food Service Coordinator shall be conducted by the Business Manager.

APPENDIX "B"
Employee Benefits
FULL-TIME EMPLOYEES - FIVE (5) HOURS PER DAY OR MORE

Temporary Assignment

Any full-time or part-time employee who is temporarily assigned by the Food Service Manager to substitute for another employee and perform the duties of a higher rated job classification shall be paid the higher rate of pay for the duration of the assignment.

Health Insurance

Health insurance benefits for full-time employees will remain consistent with those provided in the Saucon Valley School District Professional Contract for the term of this Agreement.

In the event that the Professional Contract contains a co-pay provision for insurance premium, the employee shall contribute a portion of such co-pay according to the formula set forth in the Saucon Valley Educational Support Personnel Association Employment Agreement. (Section K, Insurance Carrier - attached)

Dental Insurance - shall be the same as provided in the Saucon Valley School District Professional Contract.

Life Insurance – Equal to annual salary rounded up to the nearest thousand, but not less than \$10,000.00.

Income Protection

The Saucon Valley School District shall provide for each full-time employee an integrated income protection plan. This benefit shall provide for an income of sixty six and two-thirds percent (66-2/3%) of the then current monthly income of said employee (up to a maximum of \$750.00), and shall be integrated with any disability retirement or social security benefits the staff is receiving so that the Plan's obligation is reduced by the level of such benefits and for health benefits (as defined elsewhere in this agreement), each for a period of two years in the instance of a disabling illness or for a period of five years in the instance of a work related accidental disabling injury. Benefits to begin at the end of the 30th consecutive day of sickness, or at the exhaustion of sick leave, whichever shall later occur.

Retirement Benefits

For full-time employees who have been employed in the school district for at least ten (10) years, unused accumulated sick leave will be recompensed at the rate of thirty dollars (\$30.00) per day accumulated, upon retirement from employment within the Saucon Valley School District.

A retiring full-time employee who has worked a minimum of twenty (20) years for the District at retirement will receive from the District paid medical coverage for the employee only. The District will pay for individual medical insurance, not to include dental, vision or life insurance coverage, until the age of eligibility for medicare benefits or for a maximum of seven (7) years following the date of retirement, whichever is sooner. Payment to be made by the District for the term of this obligation shall be limited to the monthly premium rates in effect for the year in which the employee elects to retire.

Sick Leave

Ten (10) days per year (cumulative). Use of four (4) or more consecutive days of sick leave will automatically require a certificate from a physician stating:

- a. that the employee on sick leave has been examined;
- b. the nature of the illness or injury;
- c. that the employee is/was unfit to work;
- d. the probable date on which the employee may return to work.

**Copay - Saucon Valley Educational Support Personnel Association
Employment Agreement
Section K - Insurance Carrier**

K. INSURANCE CARRIER

Employer shall provide the same or equivalent insurance benefits as provided in the Saucon Valley School District Professional Contract. Limitations on coverage, deductibles, or freezes of contribution levels shall be the same as provided in the Saucon Valley School District Professional Contract. In the event that the Professional Contract contains a co-pay provision for insurance premiums, the employee shall contribute a portion of such co-pay according to the formula set forth herein.

- (a) Average Full Time Salary (AFTS) divided by Average Teacher Salary (ATS) = Percent of Co-Pay

Insurance Premium Increase (IPI) x Percent = Amount of Full Time Employee Co-Pay

Example: 1992-93
(AFTS) 26,500 divided by (ATS) 41,182 = 64%
(IPI) 500 x 64% = \$320 Employee Co-Pay

- (b) Average Part Time Salary (APTS) divided by Average Teacher Salary (ATS) = Percent of Co-Pay

Insurance Premium Increase (IPI) x Percent = Amount of Part Time Employee Co-Pay

Example: 1992-1993
(APTS) 9,700 divided by (ATS) 41,182 = 24%
(IPI) 500 x 24% = \$120 Employee Co-Pay

On The Job Injury

If a full-time employee is off work due to injury on the job, medical insurance premiums will be paid by the District for a period of six (6) months after the expiration of sick leave. During this six (6) month period an employee does not earn vacation, sick leave, personal day, or holidays with pay. Medical insurance is identified as Health Insurance, Major Medical and Prescription Drug Plan.

Death in Immediate Family

Absence for death in the immediate family or household shall be allowed up to 4 consecutive days with one being the day of the funeral. Extension of days may be granted through request and approval of the superintendent. Days used for death in family shall be compensated at full salary. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild or near relative, who resides in the same household, or any person with whom the employee has made his home.

One day of absence to attend the funeral of a near relative shall be compensated at full salary. Near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Paid Holidays - Seven (7)

Good Friday, Memorial Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day and Presidents Day.

Personal Days

Three (3) personal days per year. Such personal days may not be used in succession, however, one personal day may be taken on the day before or after a holiday with two weeks notice and approval by the Food Service Manager. Written request must be made to the immediate supervisor at least three (3) calendar days prior to such "Personal Day" except in case of emergency. The employee shall inform the supervisor regarding the reason for the emergency as soon as possible of the absence and the reason for such absence. The Food Service Managers will grant the Personal Day requested by the employee, except where the granting of such request will have a disruptive effect on the food service program for that day. At the end of the school year, if unused, personal day(s) shall accumulate as sick leave.

Inclement Weather

If school is cancelled because of inclement weather, the full-time food service employees will be paid for the regular hours that would have been worked, for example, if a regular work day is five (5) hours, the employee will receive five (5) hours pay to a maximum of four (4) days.

APPENDIX "B" Employee Benefits – *Part-Time Employees*

PART-TIME EMPLOYEES

Temporary Assignment

Any part-time employee who is temporarily assigned by the Food Service Manager to substitute for another employee and perform the duties of a higher rated job classification shall be paid the higher rate of pay for the duration of the assignment.

Retirement Bonus

\$20.00 a day for unused sick days at retirement for the duration of the Agreement.

Sick Leave

Four (4) days per year (cumulative). Use of four (4) or more consecutive days of sick leave will automatically require a certificate from a physician stating:

- a. that the employee on sick leave has been examined;
- b. the nature of the illness or injury;
- c. that the employee is/was unfit to work;
- d. the probable date on which the employee may return to work.

Paid Holidays - Two (2) - Thanksgiving Holiday and Christmas Day

Death in Immediate Family

Absence for death in the immediate family or household shall be allowed up to 4 consecutive days with one being the day of the funeral. Extension of days may be granted through request and approval of the superintendent. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild or near relative, who resides in the same household, or any person with whom the employee has made his home.

One day of absence to attend the funeral of a near relative shall be compensated at full salary. Near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

Personal Day

Two (2) personal days per year. Such personal days may not be used in succession, however, one personal day may be taken on the day before or after a holiday with two weeks notice and approval by the Food Service Manager. Written request must be made to the immediate supervisor at least three (3) calendar days prior to such "Personal Day" except in case of emergency. The Food Service Managers will grant the Personal Day requested by the employee, except where the granting of such request will have a disruptive effect on the food service program for that day. At the end of the school year, if unused, personal day(s) shall accumulate as sick leave.

Inclement Weather

If school is cancelled because of inclement weather, the part-time food service employees will be paid for the regular hours that would have been worked, for example, if a regular work day is three (3) hours, the employee will receive three (3) hours pay to a maximum of four (4) days.

FOOD SERVICE PERSONNEL -

All hours for food service personnel will be determined by the administration by position. Any position that is reviewed and whose hours are adjusted those employees will be contacted and the change communicated to them prior to the start of the school year. Mid year adjustment may be made by the administration.

Start of School – Note:

The agreement states the beginning date is September but all parties have acknowledged that the new contract will be in effect at the start of the established school district calendar and that prior preparation to that date may be needed. The school year starts in August.

IN WITNESS WHEREOF, the parties have affixed their signatures the day and date above written and at the same time have affixed their signatures to Appendix "A" and Appendix "B", all of which are incorporated herein by reference, the parties intending to be legally bound.

SAUCON VALLEY SCHOOL DISTRICT

By _____
Board President

ATTEST:

Secretary

SAUCON VALLEY SCHOOL DISTRICT
FOOD SERVICE PERSONNEL

By _____
Appointed Representative

ATTEST:

Witness

Complaint Procedure – Non-Contract/ Meet and Discuss Related Issues

Purpose:

The purpose of this procedure is to discuss, voice, explain any differences that should arise between employees, group of employees or an employee and supervisor. This procedure ensures that a prompt efficient method so that the issue may be addressed and that there shall be resolution to the concern. Any issue that is thought to be in need of discussion should be placed in writing to clarify the issue, time frame of the concern, and the persons involved.

Procedure:

1. Try to address the concern at the lowest possible level of either employee to employee or employee to your immediate supervisor.
 - a. Custodial: employee, head custodian, Supervisor, Business Manager, Superintendent, School Board.
 - b. Maintenance/Building and Grounds/Transportation: employee, Supervisor, Business Manager, Superintendent, School Board.
 - c. Secretaries/Clerical: employee, building administrator, Assistant Superintendent, Superintendent, School Board.
 - d. Cafeteria: employee, head cook at building kitchen, K-12 coordinator , Business Manager, Superintendent, School Board.
 - e. District office : employee, Assistant superintendent, Superintendent, School Board
Business personnel : employee, Business Manager, Superintendent, School Board

Document all meetings and attempts to resolve the issue during each step that you take in the process. This documentation will assist the next person reviewing the concern so that they may follow what attempts were made to address the issue and who has been involved and why it has not been resolved at that level.

2. A meeting should be held at the first level within 10 days of the infraction or concern.
3. Moving to the next step in the chain of command should happen in a timely manner so that the issue can be addressed. No more that 10 days should pass between each level.
4. An individual employee or a group may address an issue.
5. If the employee or the group has an issue with their immediate supervisor then they should address their issue with the next up on the chain of command.
6. Issues will be discussed and when resolution is met the decision and the conversation will be documented in writing and all members in attendance will receive a copy of the outcome of the meeting.
7. Resolution does not mean that that the issue is settled in favor or any one person over the other but is defined as:
 - the concern was discussed,
 - was presented to the appropriate persons,
 - all parties are aware of the issue,
 - adjustments, changes, management parameters discussed
 - issue is clarified
 - issue is resolved and documented.
8. A person or group may return with the same issue if not corrected.

