

Section 6 - Compliance with Discrimination Laws

The Board and the Union will comply with all State and Federal laws concerning various kinds of discrimination.

Section 7 - Qualified Food Handlers Certification

All Cook Managers are required to hold a valid Food Protection Manager Certification. In addition, if a General Worker is covering for a Cook Manager for a period of greater than two (2) weeks, then they must also have a valid Food Protection Manager certification.

Employees who attain certification as a Food Protection Manager or a Qualified Food Handler and have met all the requirements thereof shall receive an annual stipend of one hundred dollars (\$100.00) payable at the last pay date of the year. These employees must provide proof of current Certification issued within the last three years.

Section 8 - Continuing Education

The Board of Education will reimburse employees for State and Federal job-related courses with a maximum cap of \$125.00. Employees will attend these courses (approved on a case-by case basis) on a rotating basis. Employees will attend workshops as presented by the Workers' Compensation carrier.

Section 9 – Subcontracting

The Board of Education shall have the right to subcontract off-site food production of any food not prepared in the kitchen as of October 1, 1994.

The Board of Education has the right to establish contracts or subcontracts for any of the Board's operations covered by this collective bargaining agreement effective no earlier than June 30, 2024. If the Board chooses to establish contracts or subcontracts, it will give members of the bargaining unit no less than six (6) months' notice, prior to the effective date. After giving the foregoing six (6) months' notice, the Board of Education can fill vacant positions with non-bargaining unit members.

Members of the bargaining unit shall be given right of first refusal to positions with the contractor or subcontractor, subject to the terms and conditions of employment offered by the contractor or subcontractor. Said contractor shall not be subject to the terms and conditions set forth in this Agreement.

If the Board of Education establishes contracts or subcontracts that result in the layoff of bargaining unit members, the Board will pay laid off members for accrued sick leave based on the following formula on or about the time of the layoff:

Employees with 20 or more years of service:	40% of accrued sick leave
Employees with 10 to 19 years of service:	30% of accrued sick leave
Employees with 5 to 9 years of service:	15% of accrued sick leave

Employees with less than 5 years of service:

10% of accrued sick leave

In order to receive the foregoing payment, the bargaining unit member must be employed as of the state of layoff. In addition, those bargaining unit members who participate in the Board health insurance plan at the time of layoff shall have their insurance continue through the month of August of that same

Section 10 - Cashiering Stipend

The Board of Education will provide an annual stipend of \$200.00, pro-rated over the ten-month school year, for each employee who successfully completes the training program for cashiering and demonstrates proficiency as assessed by the Director of Food Services. Said stipend shall be one payment, in June, of each school year.

Section 11 – Breaks

Employees who work at least a four (4) hour shift will be allowed a ten (10) minute paid break.

ARTICLE XVII

CATERING

Catering – as used herein shall mean any work performed outside the scope of the regular food service program for students and staff. If additional work generated as a result of a catered event cannot be completed during an employee's regularly scheduled hours, the additional time worked shall be paid at the catering rate of 1½ times the employee's regular hourly rate for work performed Monday – Saturday. The catering rate will be 2 times the employee's regular hourly rate of Sunday. The Food Service Director shall determine whether or not an event falls outside the scope of the regular food service program and whether the catering rate will be paid.

At the beginning of each school year, the Food Services Director will compile a list of all employees that wish to be considered for catering events. This list will be maintained in the food service office. Employees will be chosen for events based on seniority and qualifications for each individual event. Once an employee has worked an event, the employee's name will drop to the bottom of the list until all qualified employees have been given an opportunity to work a catered event.

ARTICLE XVIII

UNIFORMS

Employees are required to wear uniforms per the following guidelines. The uniform shall include a solid blue shirt that will be provided by the Board of Education. The Board shall provide five shirts for each employee per year at the beginning of each school year. The