

**KENT CITY COMMUNITY SCHOOLS**

**FOOD SERVICE**

**EMPLOYEES**

**HANDBOOK**

**2007 - 08**

**This handbook has been developed to provide information and direction to the parties involved in the provision of Food Services to the students of the Kent City Community Schools in regards to wages, working conditions, and other terms of employment.**

**The content of this handbook has been developed through proposals, responses, discussions, and agreements of the employees involved and the Board of education and its representatives. It is therefore, incumbent upon the members of both parties to follow the dictates provided by this agreement in carrying out their respective functions.**

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# Article 1: CLASSIFICATIONS

## A. General Conditions

1. The Kent City Board of Education hereby recognizes the Kent City Food Service Employee group.
2. These classifications do not apply to positions and personnel whose existence is dependent totally upon state and/or federal funds. To the extent the Board of Education deems it possible and practical, and in the best interest of the Kent City Community School District, it will apply these guidelines to such funded positions.
3. This agreement covers the following classifications:
  - head cook and
  - lunchtime assistant
  - but excludes all other personnel including substitutes.

## B. Classifications

### 1. Head Cook

There will be one head cook per building. The Head Cook agrees to direct the daily food service program, in their assigned building, in conformance with local, state, and federal regulations and requirements including public health and safety. Compliance and performance will be evaluated annually.

### 2. Lunchtime Assistant

Food Service Employees who are assigned duties by the food service supervisor, Head Cook, and/or Superintendent. One of the lunchtime Assistants per building must be available to take the head cook's position on a temporary basis when absent.

Food Service Employees are scheduled to work all days on which students are to be served. Their hours and duties will be determined by the Board of Education or its designee through the direction of the food service supervisor.

## **Hours of Work and Overtime**

### **1. Work Sheet**

The hours of the work week for all employees in these classifications shall be established at the beginning of each employee's work year, but are subject to change as conditions may dictate. Notice of changes will be given.

### **2. Overtime**

All hours of employees in these classifications shall be paid at straight time. However, any employee assigned to work more than forty (40) hours in one week, may refuse assignment of work in excess of forty (40) hours. All hours in excess of the employee's regularly assigned hours shall be assigned by the employee's immediate supervisor with approval of the Superintendent. All hours worked in excess of forty (40) hours in one week (Monday through Saturday) will be paid at one and one-half times the employee's regular hourly wage.

### **3. Relief Breaks**

Each employee shall be allowed one fifteen (15) minute relief break for each three (3) hours worked each day. Employee's working less than six (6) hours per day shall be entitled to one fifteen (15) minute break.

### **4. Assignments**

To the extent possible, the Board of Education or its agents will make job assignments at least fourteen (14) days prior to the cook's first work day.

### **5. Holiday Pay**

Food Service employees will receive a regular day's pay for the following holidays:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Memorial Day

To be eligible for such pay, employees must work their last work day prior to the holiday (except Labor Day) and the first work day following the holiday. An exception to this condition is when the employee is personally ill on the work day prior to or following the regular holiday or if employee has a pre-approved leave by the superintendent. Proof of illness must be borne by the employee.

## Article 2: LEAVE FROM DUTY

### A. Leave With Pay

#### Sick Days

Credit for one (1) sick day per month (9.5 per year) will be given. Credit for sick days shall be given at the beginning of the year, and person may accumulate up to 45 days. Any person who may have accumulated more than 45 days prior to the implementation of this contract will be granted that number of days as their individual accumulated limit.

1. Leave available under this provision may be used as needed for personal injury or illness without deduction from salary.
2. Three (3) bereavement days per death for immediate family.\* Not to exceed three (3) days per death except in extenuating circumstances with approval of the Superintendent of Schools.  
\*Immediate family is defined as spouse, child or stepchild, parent, grandchildren, grandparents, stepparent, brother, sister, parent-in-law.
3. The intent and purpose of the leave from duty provision is to make it possible for the employee to be absent for legitimate reasons without a deduction from wages. Abuse of this benefit by any employee may be cause for disciplinary action.
4. Absence not covered above or not authorized by the Board of Education or its designee will result in an appropriate wage deduction for time missed.
5. It is agreed that persons covered under the terms of this handbook may request time off from work with or without pay on regularly scheduled work days with prior approval.

#### Personal Days

Two (2) days of personal leave (non-accumulative) shall be granted per year provided the following criteria is adhered to:

- a. Personal leave is not to be used on the day before or after a school holiday or vacation period, without approval of the Superintendent.
- b. One week prior notice is required unless it is an emergency. It is agreed that personal leave days are provided for urgent legitimate business, and family obligations that cannot be met outside of the regular work assignment.
- c. Examples of misuse of personal days include, seeking other employment, rendering services or working for others with remuneration.
- d. Failure to give advance notice of absence, or abuse of, personal leave day shall be cause for deduction from wages for the time missed and/or possible disciplinary action.

## Article 3: LEAVE WITHOUT PAY

### A. Leave Without Pay

1. At the discretion of the Superintendent, an employee may be granted a leave of absence without pay for a period of time not to exceed twelve (12) weeks.
2. Request for leave without pay shall be in writing stating the reason for the absence and the inclusive dates and the request shall be presented to the employee's supervisor who shall note recommendation for approval or denial and forward the request to the Superintendent. Final approval or denial for such leave will be in writing by the Superintendent. The employee must allow reasonable time for processing the request.
3. Absence without approval shall be cause for discharge.

## Article 4: **CONDITIONS OF EMPLOYMENT**

### **A. Health**

1. Each employee, before taking up his/her duties for the school district must have on file a health certificate indicating the individual's physical fitness for duties signed by a licensed doctor of medicine. Employment in any position shall be contingent upon filing this certificate with the Superintendent.
2. Each employee shall meet the State of Michigan's Health requirements concerning immunizations and examinations. Failure to comply with this requirement will result in time off, without pay, until the proper records are submitted to the Superintendent.

### **B. Hiring Policies**

Filing of vacancies will be considered in the following procedure:

1. When a vacancy occurs in the Head Cook's classification, other Head Cook's will be given first consideration, then lunchtime assistants.
2. A new employee hired to fill a vacancy, other than that of a temporary nature, shall have a status of a probationary employee for a period of sixty (60) working days. Employment during the probationary period shall be on a day to day basis.
3. An employee transferring from one position to another requiring a different job skill shall be placed on probation for a period of sixty (60) days. In the event that the employee fails to meet the necessary skill qualifications of the newer position, the employee shall be returned to his/her previous position or a position in which his/her abilities can best be utilized.
4. It is understood that all Food Service positions, whether full-time or part-time are temporary positions with maximum duration of one (1) school year and there is no assurance of any position or individual employee being returned to employment from year to year. The Board of Education will, however, make every effort to return previously employed persons to the positions they have held, if such positions are available. Seniority, ability, job performance, and position availability will be considered.

### **C. Inclement Weather – "Act of God"**

When school is closed due to inclement weather or other extra-ordinary reasons, "Act of God" day, Food Service Employees will not be required report to work and will not be paid if they do not report to work. If asked to report to work by the Food Service Supervisor they may work up to their "normal number of hours" on special projects as assigned by the Food Service Supervisor.

- In the event the District needs to make up such days to receive State aide and the District elects to make up the day(s), employees will be paid for the make-up days.

### **D. Termination of Employment**

1. Any Food Service employee whose services are terminated, thru due process, by the Board of Education or Administration shall be given at least five (5) working days notice in writing unless the termination is for just cause.
2. Any employee who would voluntarily terminate their service shall be expected to give written notice to their immediate supervisor at least two (2) weeks prior to leaving.

## **Article 5: CLOTHING ALLOWANCE**

### **A. Clothing Allowance**

Upon presentation of a receipt, reimbursement will be made according to the following:

- Head Cooks up to \$120.00 annually
- Lunchtime Assistants up to \$60.00 annually.

## **Article 6: EVALUATION**

- A.** All Food Service employees will receive a formal evaluation each year by their supervisor. Such evaluations shall be in written form and are to be completed on or before the first of April of each year. The employee will receive a copy of the written evaluation. A copy of the evaluation signed by the employee and evaluator is to be received by the Superintendent no later than the 15<sup>th</sup> of April of each year.
- B.** Failure by the supervisor to provide an employee with a written evaluation by the required date shall indicate that said employee's job performance is satisfactory.

## **Article 7: WORKER'S COMPENSATION**

- A.** An employee injured on the job shall report such injury at once to the central office and the employee's immediate supervisor. All reports must be filed at the central office as soon as possible after the accident has occurred.
- B.** An employee injured requiring loss of time from work and receiving worker's compensation shall report the amount of such compensation to the business office.

## **Article 8: PROCEDURE AND SUGGESTIONS AND COMPLAINTS**

- A. Any employee may discuss a suggestion and complaint with the employee's immediate supervisor.
- B. If a complaint is not satisfactorily settled in this manner, or if the employee feels that a suggestion the employee has made has not been adequately credited, the employee is encouraged to reduce the matter to writing no later than the third working day following the discussion with the employee's supervisor and to forward a copy to the Superintendent of Schools.
- C. If the matter is still pending for three (3) working days following receipt of this written statement by the supervisor, the supervisor will arrange for a meeting with the employee and the Superintendent of Schools at which time all parties concerned shall be heard. This meeting shall be scheduled as soon as possible, but in no event, no later than five (5) working days following the supervisor's receipt of the written communication.
- D. The supervisor shall render a written disposition of the matter following the meeting. The supervisor shall give a copy of said disposition to the employee and the Superintendent of Schools.
- E. If the written disposition of the suggestion or complaint given in Section 3 is not considered satisfactory by the employee having filed this matter; it shall be submitted to the Superintendent of Kent City Community Schools no later than the end of the third working day following the date of the disposition specified in Section 3. Time is considered an important factor in this procedure.
- F. If the disposition given in Section 4 is not satisfactory, the matter may be appealed to the Kent City Board of Education for further review. The employee shall have the full opportunity to be heard at each step of this procedure and to present any employee witness necessary to give a full presentation of the employee's suggestion or complaint.

## **Article 9: PAY RATES AND WORK SCHEDULES**

- A. All pay raises shall become effective on the first working day of the school year and shall continue in effect until the succeeding school year begins.
- B. All wages shall be paid on an "as earned" on the basis of time sheets signed by the employee and approved by the employee's supervisor. Time sheets must be submitted to the central office in time to be included with the regular payroll. Payment of wages will be made on alternate Fridays.
- C. All payments of wages will be made via Direct Deposits to the Bank of the employee's choosing.

## Article 10: INSURANCE

### A. Availability

- The availability of the insurance offered under this article is subject to the rules, regulations, and policies of the contract between Kent City Community Schools and the insurance company/underwriter/carrier, policyholder, or third-party administrator
- The terms of any contract or policy issued by an insurance company/underwriter/carrier, policyholder, or third-party administrator shall be controlling as to all matters concerns benefits, eligibility, coverage, termination of coverage, and other related matters. The employee is responsible for assuring completion of forms and documents needed to receive the above-described insurance coverage. Kent City Community Schools, by payment of the premium amounts required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.
- Kent City Community Schools shall not be required to remit premiums for any insurance coverage(s) for the Employee and his dependents if enrollment or coverage is denied by its insurance company/underwriter/carrier, policyholder, or third-party administrator.
- Kent City Community Schools Board of Education Reserves the right to change the identity of the insurance company/underwriter/carrier, policyholder, or third-party administrator; provided that comparable coverage, as determined by the Board of Education, is maintained during the term of this Contract.

### B. Long Term Disability Insurance

Employees working twenty (20) hours or more per week shall be entitled to disability insurance as provided by the MASB/S.E.T. Inc. Long Term Disability Program (LTD). Premium shall be paid by the district for twelve (12) months.

### C. Health Insurance

Lunchtime Assistants who work 30 or more hours per week for the full school year are eligible to elect item 1 or 2 below: (only one (1) choice).

1. The Board of Education will pay a maximum of \$125.00 per month toward single subscriber health insurance.
2. The Board of Education will pay a maximum of \$75.00 per month toward an annuity for the employee.

Head Cooks who were hired on or before August 2000 are eligible to elect **one** of the following:

1. Full-family health insurance
2. \$250 per month toward an annuity for the employee

Only one of the above benefits can be elected at the start of each year.

Deb Kendra has elected option 1 for the duration of this contract.

Beth Ohman has elected option 2 for the duration of this contract.

Head Cooks who were hired after August 2000 are eligible to elect **one** of the following:

1. District contributes up to \$245 per month toward the cost of single/self health insurance
2. \$150 per month toward an annuity for the employee

Only one of the above benefits can be elected at the start of each year.

Jan Cook has elected to take option 2 for the duration of this contract.

All Head Cooks are eligible for the following:

1. Long-term disability coverage; SET thirty-day (30) waiting period.
2. full family vision coverage
3. full family dental coverage

## **AGREEMENT**

This Agreement shall be effective upon July 1, 2007, following approval by both parties, and shall continue in effect until **June 30, 2008**. Professional compensation for each year of this contract shall become effective at the beginning of each school year and continue in effect as specifically provided for in the provisions of this Agreement.

**FOR THE  
BOARD OF EDUCATION**

**FOR THE  
FOOD SERVICE EMPLOYEES**

\_\_\_\_\_  
President of Board

\_\_\_\_\_  
Representative of the Food Services Employees  
Negotiator for the Food Services Employees

\_\_\_\_\_  
Secretary for the Board of Education

\_\_\_\_\_  
Negotiator for Board of Education  
Superintendent

## APPENDIX A: WAGE SCALE & LONGEVITY

<b>Cooks Pay Scale</b>	2006-07	2007-08
<b>Steps (Years of Service)</b>		
1	12.50	12.50
2	12.75	12.75
3	13.25	13.25
4 +	13.5	13.50
Lunchtime Assistant	10.19	10.19
<b>Longevity</b>		
10-14	+ 0.10	+ 0.15
15-19	+ 0.15	+ 0.20
20+	+ 0.20	+ 0.25

**Potential Bonus:** In a fiscal year in which the Food Service Fund writes a check to the General Fund, the district agrees to provide each head cook and lunchtime assistants with a bonus. Such bonus will be paid after the official acceptance of the audit by the Kent City Board of Education (typically the following November). The total bonus (total amount paid to all members combined) shall be the lesser of \$10,000 or 20% of amount of the check written from the Food Service Fund to the General Fund. The total bonus shall be divided among the head cooks and lunchtime assistants, such that each persons receives a proportion based on that person's / individual's budgeted hours as fraction of the total budgeted hours for all head cooks and lunchtime assistants.

NOTE: Food Service Employees received 0.00% pay increase in 2006-07.

Persons receiving a higher rate of pay, relevant to their classification, in 2006-07 will continue at the same rate until the pay rate scale at their classification reaches their rate.

When a Lunchtime Assistant substitutes for a Head Cook, they shall receive the pay rate of a Head Cook at the Year 1 rate.

**Substitutes receive 9.19 (or \$1 less per hour than the Lunchtime Assistants).**

## APPENDIX B: SENIORITY

<u>Name</u>	<u>Classification</u>	<u>Date of Seniority</u>	<u>Date of Lay-off</u>
1. Rita Loveland	Lunchtime Assistant	Aug 1991	
2. Sue Kahler	Lunchtime Assistant	May 1992	
3. Deb Kendra	Head Cook	Sept 1992 / Sept 1998	
4. Mary Sexton	Lunchtime Assistant	Sept 1998	
5. Beth Ohman	Head Cook	Aug 1999 / Aug 2000	
6. Jan Cook	Head Cook	Sept 2002 / Sept 2006	
7. Kay Visser	Lunchtime Assistant	Sept 2002	
8. Deb Petruska	Lunchtime Assistant	Sept 2003	
9. Marcia Ashley	Lunchtime Assistant	Jan 2006	
10. Norma DeVore	Lunchtime Assistant	Oct 2006	

Note: Jan Cook resigned in June 2001, and then was re-hired Sept 2002.