

AGREEMENT BETWEEN
THE NEW HAVEN COMMUNITY SCHOOLS
AND
NEW HAVEN FOOD SERVICE STAFF

2019-20
2020-21
2021-22

Recognition

This agreement entered this 1st day of September between the Board of Education of the New Haven Community Schools; New Haven, Michigan hereinafter referred to as the "Board" and the New Haven Food Service Employees hereinafter referred to as the "Employee".

ARTICLE 1, RECOGNITION:

- A. This agreement covers the positions of Food Service positions under the Supervisor of Food Services.
- B. This Agreement does not cover or extend to employees employed through Chartwells.

ARTICLE 2, RIGHTS OF PARTIES:

- A. The Board and the Employee agree that all employment decisions will be made in a nondiscriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination, or reinstatement shall be made based on age, sex, color, national origin, religion, height, weight, marital status, or disability. Equal pay shall be given for equal performance of jobs requiring equal skill, effort, and responsibility.
- B. In the construction of words used in this agreement, whenever the female gender is used, it shall also be construed to include the male gender.

ARTICLE 3, BOARD RIGHTS:

The Board, on behalf of itself and the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To executive management and administrative control of the District and its properties and facilities, and the activities of its employees;
- B. To hire all employees, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or dismissal or demotion, and to promote and transfer all such employees.

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The exercise of the foregoing powers, rights, authority, duties and responsibilities in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

ARTICLE 4, EMPLOYEE RIGHTS

- C. The Board agrees to furnish the Employee in response to reasonable requests to the Superintendent such public information as may be available concerning the financial resources of the district, budgets, allocations, and such information as may be reasonably necessary to assist the Employee in developing intelligent, accurate, informal, and constructive programs on behalf of the group.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with any employee organization.
- E. An employee, in the event of loss, damage or destruction of personal property in connection with any incident while in the line of duty which is not a result of negligence of the employee, will be compensated by an amount not to exceed the deductible limit of any personal insurance. The cost to the District will not exceed two hundred dollars (\$200.00) per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance coverage.
- F. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. Any such assault, which occurs during the performance of official duties, the Board shall provide legal counsel to advise the employee of his/her rights.
*Any time lost by an employee in connection with any such incident shall not be charged against the Employee upon the approval of the Superintendent.

ARTICLE 5, WAGES: 2019-2022

Kitchen Lead

Step	2019-2022 Rate
1	\$ 11.50
2	\$ 11.85
3	\$ 12.20
4	\$ 12.55
5	\$ 12.90
6	\$ 13.25

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Support Staff (Cook/Server/Cashier)

Step	2019-2022 Rate
1	\$ 10.00
2	\$ 10.30
3	\$ 10.60
4	\$ 10.90
5	\$ 11.24
6	\$ 11.60
7	\$ 11.95
8	\$ 12.30
9	\$ 12.50

Wage Formula for Step Advancement for, 2020-21 and 2021-22

Employees will advance one step on the 2020-21 and 2021-22 rate schedule only if -
Gross State Aid exceeds 3.0% of the previous year determined as follows:

PM = Fall 2019 student membership count (Previous Membership)
 CM = Fall 2020 student membership count (Current Membership)
 PF = 2019-2020 Foundation allowance (Previous Foundation)
 CF = 2020-2021 Foundation allowance (Current Foundation)

$$(((CM*CF) - (PM*PF)) / (PM*PF)) > 3.0\%$$

Employees will advance one-half step on the 2020-21 and 2021-22 rate schedule only if -
Gross State Aid exceeds 1.5% of the previous year determined above.

Determination for step advancement for 2020-2021 and 2021-22 will follow the same procedure applied above (changing years in the formula accordingly) except for adding one- half of the audited fund balance increase over the prior year to the product of (CM*CF). No reduction should Fund Balance decrease.

Example 1:	Example 2:	Example 3:	Example 4:
PM - Actual 1,252.45	1,252.45	1,252.45	1,252.45
PF - Actual 7,871	7,871	7,871	7,871
CM – Estimate 1,257.45	1,275	1,245	1,245
CF – Estimate 8,051	8,051	7,971	7,971
Fund Balance increase			200,000

#1 - $(((1,257.45*8,051) - (1,252.45*7,871)) / (1,252.45*7,871)) = 2.7\%$
 Result ½ step

#2 - $(((1,275*8,051) - (1,252.45*7,871)) / (1,252.45*7,871)) = 4.1\%$
 Result full step

#3 - $(((1,245*7,971) - (1,252.45*7,871)) / (1,252.45*7,871)) = .7\%$
 No step movement

#4 - (((((1,245*7,971) +100,000) - (1,252.45*7,871)) / (1,252.45*7,871) = 1.7%
Result ½ step

ARTICLE 6, PAID HOLIDAYS

- A. **Holiday Pay:** Provided the Employee was present and worked on the scheduled workday before and after a holiday, he/she shall be eligible to receive holiday pay. Exceptions to this include only those absences that have the prior approval of the Building Principal and the Superintendent that have approval received in central office and documented emergencies or illnesses:

HOLIDAYS

Labor Day (if the day before and after are worked)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day

*Payment: The employee will receive payment for normal hours worked per day at their regular rate of pay.

ARTICLE 7, COMPENSABLE LEAVE

- A. **Sick Leave** – All sick leave will be paid based on the employee's normal hours worked per day and their regular rate of pay.
1. **Earning:** A maximum of ten (10) sick days per school year shall be available. Otherwise, days will be prorated at one day per month worked. These days are intended to be used for the illness of the employee or immediate family. Immediate family shall be defined as spouse, children, father or mother.
 2. **Accumulation:** Any sick leave days accumulated over the maximum of ninety (90) days shall be paid to the employee at the end of June, at the rate of \$30/day.
 3. **Pay for Unused Sick Days:**
An employee, who leaves employment because of retirement and is eligible for and receives benefits under the School District Employees' Retirement system shall be paid for a maximum of ninety (90) days of his/her accumulated and unused Sick Leave at \$40.00, for each day up to a maximum of 90 days.

An employee terminating his/her employment, shall be eligible for payment of 50% of their accumulated unused sick days at a payment of forty dollars (\$40.00) for each unused day up to a maximum of 30 days.

4. **Doctor Verification:** The Supervisor and/or the Superintendent may ask, after 3 days absence for a doctor's statement to verify illness. Unless approved in advance, due to extenuating circumstances, sick days may not be taken immediately before or following a scheduled break. If an employee is sick on one of these days, they may be asked to provide a doctor's note to receive pay for that day if there is a pattern of misuse.

B. Personal Days

1. Number: With a minimum of twenty-four (24) hours' notice, except in cases of emergency, Employee shall be granted two (2) personal days per year not deductible from sick leave.
2. Additional Deductible Day: One (1) additional day, deductible from sick leave, may be granted with a minimum of one (1) week's advance notice.
 - a. Limitations on Usage: Unless approved in advance by the Supervisor, due to extenuating circumstances, such days may not be taken immediately before or after a scheduled break.
3. Personal days cannot be accumulated nor paid if not used.

- C. Bereavement:** Without loss of pay, employees shall be granted time necessary, not to exceed (5) days, for a death in the immediate family. Immediate family shall be defined as spouse, children, father, mother, father-in-law, and mother-in-law. Three (3) days shall be allowed for the death of the remaining family members (sibling of either spouse, grandmother or grandfather of either spouse, grandchildren, and/or any other person acceptable as an exemption on the employee's income tax or any person who makes his/her home with the employee. Use of bereavement days will not be charged to sick or personal leave. One (1) day shall be granted for funerals of others than those persons defined above and will be charged to sick leave.

Any days in excess of the foregoing will be deducted from personal time allotted. If all personal time has been used, then the deduction shall come from sick days.

Leave days may be non-consecutive and must be used within a ten (10) day period following the death unless there are extenuating circumstances. These leave days will be the non-weekend days following the death. If any part of this leave occurs during a non-paid break such as summer, those leave days will be non-paid.

D. Inclement Weather/School Closings

1. Reporting for Work: When school must be cancelled due to inclement weather or other purposes, employees shall not be required to report for work
2. Days Paid: Employees covered under this agreement shall be paid for the maximum amount of "Act of God" days allowed under current State law in any given school year.

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The pay shall be based upon the employee's normal hours worked per day at their regular wage per hour. Employees will be expected to work on any scheduled make up days required by current State law.

3. ~~Closed Partial Day. If the employee reports for work and school is cancelled, the employee will be paid for the balance of their normal workday.~~
- E. Jury duty - The school district shall pay an employee who is called for jury duty the difference between the amount paid by the jury and the regular amount paid to the employee in ½ day increments. All moneys earned as a juror, less reimbursement for mileage, shall be reimbursed to the district through a payroll deduction. A copy of the court letter verifying dates and payment will be submitted to the Business Office. Employees will not be required to return to work if released from jury duty prior to the completion of their workday.
- F. Court appearances as a witness or in a case connected with the employee's employment or the school shall be a leave of absence with pay not chargeable against the employee's sick leave allowance except:
1. In a court action initiated by the employee in which the School District or any of its employees is the defendant acting in an official capacity for the school district.
 2. If the employee is the plaintiff or defendant or is subpoenaed to attend any non-work-related proceeding, the employee may use personal leave days, and if necessary sick days for this purpose.

ARTICLE 8, GRIEVANCE PROCEDURE

A. Definitions:

1. Days: Shall refer to working days.
2. Grievance: An alleged violation, misinterpretation or misapplication of provisions of this Agreement.
3. Immediate Supervisor – The Food Service Supervisor

B. Grievance Process: Bypassing any of the steps herein outlined will be grounds for denying a grievance.

Step 1, Immediate Supervisor: Within three (3) days of the alleged grievance or of the date the employee could reasonably have been expected to be aware of the conditions leading to it, the grievant may discuss the complaint with the Food Service Supervisor. If the matter is not resolved to the satisfaction of the grievant, he/she has three (3) days from the date of the meeting with the Supervisor to resubmit his/her grievance in writing. The Supervisor shall have three (3) working days to respond to same in writing with a copy to the Business Office.

Step 2, Appeal Supervisors Decision: The grievant shall have three (3) days from the date of receipt of the Supervisor's decision to appeal it, in writing, to the Business Office.

Within five (5) days of receipt of the written appeal the Business Office designee will arrange to meet with the grievant to discuss the appeal. Within five (5) days of this meeting the Business office designee will give his/her written response to the grievance.

Step 3. Appeal of the Business office Decision: The individual shall have three (3) days from the date of receipt of the Business office's decision to appeal to the Board of Education. The appeal shall be in writing, specifying objections to the Business Office's decision and be directed to the Secretary of the Board. The Secretary shall then have fifteen (15) days from the date of receipt of the appeal to arrange for a meeting to discuss the grievance. The Secretary of the Board will inform the individual in writing, within thirty (30) days of its decision. The decision of the Board shall be considered final.

ARTICLE 9, DISCIPLINARY ACTION, SUSPENSION, AND DISCHARGE

- A. Disciplinary action will be understood as meaning oral or written reprimand; suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an employee by the Board of Education).
- B. Discipline, when invoked, will be progressive in nature. However, the employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation, up to and including discharge.

In the first offense of a minor nature, the usual action shall be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further offenses may result in suspension and ultimately discharge. Just cause shall be determined on the following factors:

- The adequacy of the evidence derived from the investigation.
 - The seriousness of the offense or misconduct.
 - The employee's prior record.
 - The treatment of similarly situated employees.
 - The existence of aggravating or mitigating factors.
- C. Disciplinary action for just cause may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action imposed on an employee which is felt to be unjust may be processed as a grievance.
- D. Reports of disciplinary action and suspension will remain in the individual's personnel file in compliance with the law. In compliance with the law, the report shall be removed from the employee's personnel file, stamped withdrawn from personnel file, placed in a sealed and dated envelope and forwarded directly to the employee by the personnel office.
- E. An oral reprimand will be handled in a private manner that will not embarrass an employee before other employees, students and/or the public.

- F. The employee shall have the right to begin the appeal process of the suspension or discharge as a grievance at Step/Level 3 of the Grievance Procedure.
- G. An employee who is found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost less mitigation and with full restoration of all rights and conditions of employment including all benefits.
The Board will be responsible for just and equitable administration of the suspension and discharge provisions of this Agreement regarding individual administrative management styles.

ARTICLE 10, PERSONNEL FILE

- A. Each employee under this Agreement shall have the right upon request, to review the contents of their official personnel file exclusive of pre-employment credentials and letters of recommendation. Such a review will be made in the presence of the Superintendent or designee.
- B. No material originating after initial employment will be placed in the personnel file of the employee unless he/she has had the opportunity to review the material. Each employee shall have the opportunity to reply in writing to any item placed in his/her personnel file, and a copy of the employee's written statement shall be attached to the appropriate document provided all persons involved receive copies of same. If the employee is asked to sign material placed in his/her file, such signatures shall be understood to indicate his/her awareness of the material, but in no instance shall said signatures be interpreted to mean agreement with the content of the materials.
- C. Past records of a detrimental nature which are three (3) years old will not be taken into account when an employee is being considered for promotion, discipline, or discharge, and will be removed from an employee's personnel file at the written request of the employee. The school district will follow the provisions of the Bullard Plawecki Right to Know Act.
- D. Each employee will have the right to request that materials which document the successful completion of any course, seminar, or other program that could increase or broaden the employee's qualifications be placed in his/her personnel file.

ARTICLE 11, HOURS AND OVERTIME

- A. Regular Hours – The regular hours each food service employee shall work, shall be determined by the Food Service Supervisor at the time the employee is assigned a position.
- B. Overtime Hours – Any hours worked after forty (40) in one (1) week shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate.

Article 12, FRINGE BENEFITS

A. Longevity

Each employee will receive a longevity incentive accrued annually in June, according to the chart below. There is no adjustment for partial years of service. This will be paid on the last pay date in June according to the schedule below:

7 - 10	years of service	\$300.00 annually
11-15	years of service	\$600.00 annually
16-20	years of service	\$800.00 annually
21 +	years of service	\$1000.00 annually

It is understood that years of service for the purpose of longevity means years of service within the food service department.

B. Uniforms:

1. The Board will reimburse one hundred twenty-five dollars (\$125.00) to each employee to help defray the cost of uniforms and shoes. Items must be purchased within one month of the start of the school year.
2. All employees must complete a "Request for Reimbursement" form and submit to Supervisor, with receipts, to be approved no later than October 15. Once approved the Supervisor will submit to Payroll for reimbursement.
3. Uniforms and shoes shall conform to the requirements of the Food Service Supervisor.

C. Attendance Incentive: Each employee who does not take any sick or personal leave time off during regularly scheduled work hours, will be paid an attendance incentive of One Hundred Dollars (\$100.00) on the last pay of the school year.

D. Insurance Coverage, General: It is understood that benefits for less than full time, unless specifically identified elsewhere in this contract, shall be determined by federal law, currently the (Affordable Care Act).

ARTICLE 13, SEPARATION CLAUSE

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 14, DURATION OF AGREEMENT:

This Agreement shall be in effect for three (3) years, 2019-2020, 2020-2021, 2021-2022.

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This Agreement shall be effective as of September 1, 2019 and shall continue in effect for 3 years until August 31, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD:

Sue Simon 12/9/19
Sue Simon, President Date

Regina Patton 12/9/19
Regina Patton, Secretary Date

Barbara VanSweden 12/11/19
Barbara VanSweden Date
Superintendent

FOOD SERVICE EMPLOYEES:

Laura Conley 11-21-19
Laura Conley, Employee Date

Carol Couto 11-21-19
Carol Couto, Employee Date

Lisa Fleck 11-21-19
Lisa Fleck, Employee Date

Tracy Knuckey 11/21/19
Tracy Knuckey, Employee Date

Judith Meldrum 11-21-19
Judith Meldrum, Employee Date

Rebecca Podolan 11-20-19
Rebecca Podolan, Employee Date

Connie Robine 11-26-2019
Connie Robine, Employee Date

Patricia Thomas 11-20-2019
Patricia Thomas, Employee Date