

**Master Agreement
between the
Richmond Community Schools
Board of Education
and the
Richmond Food Service Employees
July 1, 2014 through June 30, 2018**

NON-DISCRIMINATION STATEMENT

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education amendments of 1972, Section 504 of Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disability Act of 1990, and Elliott-Larsen Civil Rights Act of 1977, it is the policy of the Richmond Community School District that no person shall, on the basis of race, color, religion ,military status, national origin or ancestry, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law,) height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to, discrimination during any program, activity, service or employment. Inquiries related to any nondiscrimination policies should be directed to the Superintendent, 35276 Division Road, Richmond, MI 48062, (586) 727-3565.

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PREAMBLE

This agreement, entered into this 14th day of December 2015, by and between the Richmond Community Schools, hereinafter referred to as the "Employer", and Richmond Food Services Employees, hereinafter referred to as the "Union", shall:

ARTICLE 1 – PURPOSE AND INTENT

Set forth the terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, employees, Union, and community.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Union encourage the fullest degree of friendly and cooperative relations between all parties to and at all levels of this Agreement.

The parties agree no grievances may be filed, processed or arbitrated under this, the Purpose and Intent portion of the Agreement.

ARTICLE 2 – RECOGNITION

Pursuant to authority vested in the Michigan Employment Relations Commission, it is hereby certified that Richmond Food Service Employees has been designated and selected by a majority of the employees of the above named Employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, Richmond Food Service Employees is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Unit Membership: Head Cooks and Assistant Cooks

ARTICLE 3 – UNION MEMBERSHIP

Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form.

Membership in the union is not compulsory. Regular employees have the right to join, maintain, or discontinue their membership in the union in accordance to the application form.

Neither the employer nor the union shall exert any pressure upon or discriminate against any employee with regard to such matters consistent with the "Right to Work" Legislation.

It is further understood and agreed the Employer will not be required to represent or provide representation for any employee who has a dispute with the Union.

ARTICLE 4 – NO STRIKE – NO LOCKOUT

The Union agrees that for the life of this Agreement there shall be no strikes, slow-downs, or interference with the Employer's ability to provide service to the community. Informational picketing is allowed only in accordance with the above restrictions. The Employer agrees there shall be no lock-outs during the term of this Agreement.

ARTICLE 5 – MANAGEMENT RIGHTS

It is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency is solely a right and a responsibility of the District. Other rights and responsibilities not abridged by this Contract shall belong solely to the District and are hereby recognized. Said rights shall include, by way of example and not by way of limitation, the following:

- A. The right to decide the number and locations of its facilities, department and etc.; work to be performed within the unit; the right to discontinue jobs, the maintenance and repairs, amount of supervision necessary; methods of operation; scheduling of hours, manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the District's operations.
- B. Further, it is recognized that the responsibility of management of the District for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the amount of overtime to be worked, if any; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other reasons; is vested exclusively in the District, subject only to the provisions of this Agreement as set forth herein.
- C. The District's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function of right in a particular way shall not be deemed a waiver of a past practice, or preclude the District from exercising the same in some other way at a later date which is not in conflict with the express provisions of this Agreement. The Union is not waiving the right to make its views known to the District prior to the time changes in management practices are made. The preceding sentence does not require the District to negotiate management decisions, which are covered by this Article.

ARTICLE 6 – UNION RIGHTS

No member of this unit shall be required to do work outside the concept of his/her bargaining unit, nor shall any other employee perform duties which are outside the concept of his/her bargaining unit covered by this Agreement, except under emergency conditions (as defined in this Agreement) and except in those cases where the duties performed which fall within the concept of a classification covered by this Agreement are not the primary function. The concepts of the classifications are described in the classification specifications.

It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job description or the classification specifications.

A classification may not be removed from the Richmond Food Service Employee bargaining unit by merely changing the title or by modifying the classification specifications or for the purpose of undermining the Union.

Any alleged violation of Union rights in this Article is subject to an immediate hearing with the Superintendent of the Grievance Procedure.

ARTICLE 7 – EXTRA CONTRACT AGREEMENTS

The Employer, for the life of this Agreement, agrees not to enter into any agreement with any other labor organization with respect to wages, hours or working conditions of any employee or employees covered by this Agreement, nor will the Employer solicit, aid, or encourage any other labor organization regarding this employee group.

The Employer further agrees not to enter into any agreement with individual employees or groups of employees, which in any way is inconsistent with this Agreement or circumvents its obligation of collective bargaining with the Union.

ARTICLE 8 – NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

Accordingly, both parties reaffirm by this agreement the commitment not to discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, “Protected Classes”), except where based on a bonafide occupational qualification.

ARTICLE 9 – DEFINITION OF EMPLOYEES

Section 1.

The definition of a full-time employee shall be defined by the Affordable Care Act.

A regular full-time School employee is an employee who has successfully completed a probation work period with the School and who works a regularly occurring schedule. All regular full-time employees are subject to the personnel rules and are entitled to the indicated benefits of school employment.

Section 2.

The definition of a part-time employee shall be defined by the Affordable Care Act.

A regular part-time school employee is an employee who has successfully completed a probation work period with the school and has a regularly occurring schedule. All regular part-time employees are subject to the personnel rules and are entitled to the indicated benefits of school employment specified for part-time employees.

ARTICLE 10 –CHIEF STEWARD

The Union shall designate in writing to the Employer and the membership, the name of the Steward it wishes to serve as Chief Steward and the name of the person it wishes to serve as the Alternate Chief Steward to serve in the absence of the Chief Steward.

In addition to the Steward's duties enumerated above, the Chief Steward shall:

1. Have the right to investigate and present class action grievances. Provided, the right to investigate grievances or perform any other functions of Chief Steward, or Alternate Chief Steward shall be on the employee's time or may be on the Employer's time only in the event of prior permission of the Superintendent.

2. Be present at all Step 3 grievance hearings.
3. Be present at all disciplinary hearings. If at the hearing, the employee requests that the Steward be excused then the Steward's presence shall be waived.

ARTICLE 11 – RELEASE TIME FOR STEWARDS AND COMMITTEE PERSONS

Upon requesting and receiving permission from his or her supervisor, the Steward may have time off without loss of pay to:

1. Investigate, process, and present grievances.
2. Attend special conferences with the Employer.
3. Attend all contract negotiations with the Employer.
4. Attend all administrative disputes regarding the Employer and the Union.

Should such meetings go beyond the employee's regular quitting time, the Employer shall not be obligated to pay any hours beyond the employee's scheduled hours.

The Union understands that such release time is a privilege and not to be abused. The Employer will not unreasonably deny such release time. Release time will only be taken on the Employer's time with prior permission of the Superintendent.

ARTICLE 12 – GRIEVANCE PROCEDURE

- A. Definition of a Grievance: A "grievance" is a dispute or difference of opinion raised by an employee in the bargaining unit, which he/she believes to be a violation or misinterpretation of any of the provisions of this Agreement. The term "employee" shall also mean a group of employees having the same grievance.
- B. Most grievances arise from instances of misunderstanding or problems that should be settled promptly and satisfactorily on an informal basis at the work level before they become formal grievances. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the following procedure, provided the grievance is initiated within seven (7) calendar days from the date the grievance occurred, or seven (7) calendar days from a pay day if it is a compensation matter.

The parties agree to exchange all information and documentation, cite all article violations, and identify all potential witnesses.

Step 1 – Verbal (Immediate Supervisor):

Any employee feeling he/she has a grievance shall discuss his/her grievance with his/her immediate supervisor in an attempt to settle the problem. Settlements reached must not be inconsistent with the terms and conditions of this Agreement.

Step 2 – Written (Immediate Supervisor):

In the event a grievance is not resolved by oral discussion with the employee's immediate supervisor, then the employee shall submit the grievance in writing to his/her immediate supervisor within seven (7) calendar days after Step 1. The employee and the Steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the

grievance and the facts upon which it is based and citing alleged violation(s) of specifically identified sections of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing to the employee within seven (7) calendar days after the grievance has been presented to him/her.

Step 3 – Superintendent of Schools and Union:

If the grievance has been settled, it shall be presented by the Steward in writing, to the Superintendent within seven (7) calendar days after the supervisor's response is received. A meeting will be scheduled within seven (7) calendar days between the Chief Steward, employee, and Superintendent in an attempt to resolve the issue. The Superintendent shall render a decision in writing within fourteen (14) calendar days of the meeting.

Step 4 – Board of Education

If the answer in Step 3 is not satisfactory and the Union wishes to carry it further, the Steward shall have seven (7) calendar days from the date of receipt of the Superintendent's response to submit the grievance to the Board of Education, via the Administrative Assistant to the Superintendent who also serves as the Secretary to the Board of Education. A hearing between the Board of Education and Union shall be held at the next regularly scheduled Board of Education meeting. The Union Steward and any employee(s) included in the grievance shall be present at the hearing. The decision of the Board of Education shall be final.

C. Rights of Employee to Representation

1. Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.
2. The Union shall have the right to be present and to state its views at the adjustment of the grievance.

D. Miscellaneous

1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance.
2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to the grievant, Union and Superintendent of Schools.
3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the grievant. Except in disciplinary matters, the documentation of the discipline may be filed until such time as it has been deemed unwarranted through the grievance process.
5. Upon written request, all information and records pertaining to the grievance shall be made available to the Board and the Union.
6. Failure of the aggrieved person or Union to comply with the foregoing procedures cancels the grievance.

7. Grievances shall be processed outside of regular school.
8. The time requirements herein specified are deemed to be of the essence in this article.
9. Forms for filing and processing grievances shall be designed by the Superintendent of Schools. The forms shall be prepared by the District and made available the district website so as to facilitate the operation of the grievance procedure.

E. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance which arose during the term of this Agreement shall be null and void at the termination of this agreement is a settlement has not been reached.

ARTICLE 13 –SENIORITY

For the purpose of the Collective Bargaining Agreement, seniority shall be defined as Bargaining Unit seniority.

Seniority shall be the total seniority from the date of appointment to a regular position in the Richmond Food Service bargaining unit, and as may be adjusted by provisions affecting seniority set forth in this Article.

Seniority shall be used for:

- A. Longevity Pay.
- B. Personal leave day accumulations.
- C. Any other school-wide benefits applicable to this bargaining unit.
- D. Lay-off

An employee transferring into the bargaining shall not retain any seniority obtained outside of the Richmond Food Service bargaining unit.

ARTICLE 14 – LAY-OFF AND RECALL

Prior to the laying off of any regular employee, all temporary, seasonal and probationary employees shall be laid off.

Layoffs of regular employees shall be strictly by seniority. The employee with the least seniority is the first laid off.

Employees to be laid off shall be given a seven (7) calendar day written notice of such lay off. Notice shall be sent to the employee by the district email and US mail to the address the district has on file.

Recall shall be in the inverse order of the above. Recall rights shall last for one (1) year or the length of the employee's seniority capped at three (3) years, whichever is greater.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to report for work within fourteen (14) calendar days from the date of sending such notice, his/her employment shall be considered terminated. Employees

on layoff do not have the right to refuse employment, even if the opportunity for call back is less than the hours the employee had prior to lay-off.

ARTICLE 15 – PROBATION

For employees that fill a vacant positions within the district shall have a ninety (90) calendar day probationary period. An employee's probationary periods shall not include Holiday Break, Spring Break or Summer Break. The District shall have the option to extend the probationary period for an additional thirty (30) calendar days.

All new employees of the District, both full-time and part-time, are subject to a probationary period of one-hundred twenty (120) calendar days. The District shall have the option to extend the probationary period for an additional thirty (30) calendar days. During the probation period, employees are under continuous observation and evaluation. At any time during the probationary period, the Superintendent may terminate the employee. Probationary employees do not have recourse to the grievance procedure.

Upon satisfactorily completing the probationary period, the employee shall take a place on the appropriate seniority list.

The probationary employee shall begin to receive all benefits at the conclusion of the probationary period, including health care if they meet the required qualifying hours of work.

ARTICLE 16 – EMPLOYEE EVALUATION

All bargaining unit employees shall be evaluated annually by the last work day of each school year based on current year's performance. The evaluation instrument shall be at the sole discretion of the district.

The overall evaluation of an employee shall be either highly effective, effective, minimally effective or ineffective, unless otherwise required by State or Federal Law.

ARTICLE 17 – SAFETY

The Union and the Employer agrees that safety is a major priority and that proper safety equipment and procedures shall be used at all times. To assure that these procedures are being followed the parties agree that there shall be quarterly departmental meetings. All employees shall be required to attend. The District reserves the right to hold additional meetings, should the need arise.

ARTICLE 18 – WORK SCHEDULE

Section 1

The Superintendent or his/her designee shall provide the employee his/her work calendar and schedule of hours to work at least seven (7) calendar days prior to the employee's first work day.

So long as State law requires school to begin after Labor Day, the first work day for employees shall be the Tuesday prior to Labor Day and the last work day shall be the last student day. The work calendar may be extended if the State requires the district to add additional days of instruction and/or change the first student day. Any additional days shall be compensated appropriately.

Section 2

The daily hours shall be provided to the employee of their first official work day, as outlined in

Article 18, Section 1. Any deviation from the employee's assigned hours must be pre-approved by the Superintendent or his/her designee.

Section 3

Employees scheduled to work six (6) or more hours shall be entitled to a ten (10) minute break. Breaks shall be determined by the Superintendent or designee during a time that shall not impact the operations of the food service program. Breaks shall not be taken at the beginning or end of a shift.

ARTICLE 19 – OVERTIME

No overtime may be worked without the prior authorization of the Superintendent or his/her designee. All overtime hours worked are to be accurately reflected on the weekly time sheet.

Overtime shall be defined as hours worked beyond forty (40) hours per week. Holidays and Personal Leave Days shall not be calculated in the forty (40) hour work week to determine overtime.

Employees shall be offered the opportunity to work catering events within their building based on a rotating, seniority basis. Catering events shall be defined as any event that Food Service employees prepare and serve that occurs outside of the normal Food Service program. All schedule catering events shall be emailed to employees as notice, at least forty-eight (48) hours prior to the start of the event by the Superintendent or his/her designee.

The time of catering events shall be defined as the actual start time of the event, not preparation time. Employees that work catering events that begin prior to 6:00pm, but outside of the regular Food Service program hours shall be compensated a minimum of two (2) hours at their daily rate. Catering events that begin at 6:00pm or later shall be compensated a minimum of three (3) hours at their daily rate.

ARTICLE 20 – GENERAL

Section 1

Copies of this Agreement shall be posted on the District's website for access by all employees.

Section 2

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall be deemed void, but all other provisions or applications shall continue in full force and effect.

Section 3

All employees shall maintain all required District expectations and Health Department current food code. Failure to do so shall be cause for immediate termination.

Section 4

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 5

The Employer shall provide for biweekly pay periods. Each employee shall be provided with an

itemized statement of his earnings and of all deductions made for any purpose. However, should all bargaining units agree to a twenty-four (24) pay period, all payroll shall be paid on a twice a month basis as determined by the District.

Section 6

The district has the right to implement electronic direct deposit options and electronic pay stub retrieval. Deposits shall be made to the financial institution of the employee's choice subject to Electronic Clearinghouse requirements. When a regular pay date falls during a school recess period, all Employees shall be paid on their regularly scheduled pay date. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

Section 7.

If an employee is required to use their personal vehicle for school business, mileage reimbursement shall be paid at the IRS regulated rate. Mileage shall be calculated from the employee's assigned work location to the approved destination.

Section 8

When a school or schools are closed due to inclement weather or a building problem, Employees shall not be paid for days scheduled but not worked. Employees may utilize Personal Leave Days (PLD) for compensation of days not worked due to inclement weather or building problems so long as it is indicated on the time management system or protocol (e.g. timeslip) utilized by the district and the employee has Personal Leave Days available.

Section 9

Required quarterly meetings shall be scheduled for all employees. Employees shall be paid to attend all required meetings.

Section 10

When additional hours of work are available in the employee's current work location, it will be offered to the employees working in that area in seniority order. If those employees decline the additional work, then it shall be offer to all employees in seniority order.

In the event that all employees decline, then it shall be assigned to employees by Superintendent or his/her designee in a rotating order, beginning with the employee with the least seniority.

Section 11

When employees are absent, arrangements for substitutes shall be made by the Superintendent or his/her designee.

Section 12

All previous Letters of Understanding not included into this contract shall become null and void. Future Letters of Understanding shall be negotiated into the contract during future negotiations.

Section 13

Pursuant to the Local Government and School District Fiscal Accountability Act, being Public Act 4 of 2011, an emergency financial manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13 (30 of Public Act 4 of 2011.

If an emergency financial manager is appointed to the district, the emergency financial manager shall have the authority to reject, modify, or terminate this CBA. An emergency manager's decision to reject, modify or terminate this agreement is a prohibited subject of bargaining.

ARTICLE 21 – PERSONAL LEAVE DAYS

While it is the expectations of the Board of Education that employees are at their assigned position on schedule work days, it recognizes that Employee may be absent from their position for a variety of reasons, including but not limited to personal illness, family illness, and personal business.

In order to maintain the efficient operation of the organization, advanced notice shall be provided to the Superintendent or designee when an employee utilizes a Personal Leave Day for the purposes of attending to personal business. In such cases, a Personal Leave Day may be denied by the Superintendent or designee if a substitute cannot fill the position or the operation of the food service department does not allow for the movement of personnel to cover the absence.

Section 1.

- A. Employees hired by Richmond Community Schools prior to July 1, 2014 shall be granted five (5) Personal Leave Days per year. Personal leave days are recorded in hours based on the employee's regular work schedule. The total number of Personal Leave Days to which the employee is entitled during the ensuing school year shall be credited to his/her account on the first day that his/her duties begin during that fiscal year.

Unused Personal Leave Days shall accumulate to a maximum of twenty-five (25). Any Personal Leave Days over twenty-five (25) to a maximum of thirty (30) days shall be paid at the end of each school year at 100% of the employee's current daily rate.

Employees that have accumulated "Sick Days," as listed below, shall have their "Sick Days" frozen and shall not accumulate any additional "Sick Days". Those employees that have prior "Sick Days" shall be allowed to use their accumulated "Sick Days" as Personal Leave Days. The use of "Sick Days" shall be the same as Personal Leave Days.

At the point in which the employee terminates their employment from the district, they shall be paid one-third (1/3) of the remaining accumulated "Sick Days" at their 2015-16 Rate of Pay and 2015-16 Average Hours worked per day.

Example only	Sick Days	Avg. Hrs./Day	Rate of Pay	Max. Payment at Termination
Girard, Michelle	33.52	6.75	\$ 11.56	\$ 871.60
Materazzi, Pamela	37.3	6.75	\$ 11.56	\$ 969.91
Osterland, Deborah	50	4.75	\$ 10.40	\$ 823.50
Paynter, Denise	46.52	5.25	\$ 10.40	\$ 846.85

- B. Employees hired by Richmond Community Schools after June 30, 2014 shall be granted three (3) Personal Leave Days per year. Personal leave days are recorded in hours based on the employee's regular work schedule. The total number of Personal Leave Days to which the employee is entitled during the ensuing school year shall be credited to his/her account on the first day that his/her duties begin during that fiscal year.

Unused Personal Leave Days shall accumulate to a maximum of fifteen (15) days. Any Personal Leave Days over fifteen (15) to a maximum of eighteen (18) days shall be paid at the end of each school year at 50% of the employee's current daily rate.

For the first year, new hires shall receive one (1) Personal Leave Day at the end of each month of employment for a total of three (3).

Absences of less than seven (7) consecutive days resulting from a minor personal injury arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from the employee's Personal Leave Days providing the employee files at the Superintendent's office within three (3) days of the date of injury a statement from his/her doctor stating the number of days he will be unable to work.

Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitles the injured Educational Para Professional to compensation under the provisions of the Worker's Compensation Act, shall not be charged against the employee's Personal Leave Days until the thirtieth (30) consecutive day of absence. Commencing with the thirty-first (31st) day personal leave days shall be charged only for that portion in excess of the compensation payment. The School District shall supplement the worker's compensation check with an amount sufficient to regular period not to exceed the accumulated Personal Leave Days accumulated for the school year providing all workers' compensation checks covering the period from the date of the injury to the expiration of the accumulated Personal Leave Days of absence are turned in to the Superintendent's office for record.

One phone number will be provided for employees to report absences.

Section 2.

Employees shall be permitted to be absent from their duties without loss of pay or leave days because of mumps, scarlet fever, measles, or chicken pox for up to ten (10) days.

Section 3.

Employees shall not take a personal leave day the day before or after a holiday break. Under extenuating circumstances, the Superintendent or designee may grant leave before or after a holiday.

Section 4.

Full-time and regular part-time employees shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family subject to the following conditions:

- A. The immediate family shall be defined as spouse, children, grandchildren, father or mother of either spouse, grandparent of either spouse, brother, sister, brother-in-law, sister-in-law, or any other person acceptable as an exemption on the Driver income tax or any person who makes his home with the Employee and in the judgment of the Superintendent is emotionally dependent on the employee as a member of the household.
- B. For a spouse, child or parent, a maximum of five (5) days each occurrence, not chargeable to accumulated days of absence, shall be granted. For all other immediate family members, a maximum of three (3) days, each occurrence, not chargeable to accumulated days of

absences, shall be granted. Unused days shall not accumulate or be compensated.

- C. If the employee works on the day of death, the days allowed shall not include the day of death but shall begin with the first scheduled working day following the day of death.
- D. If the day of death is scheduled and the employee does not work that day, the days allowed begin with and include the day of death.
- E. The Superintendent may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.
- F. If the day of death occurs during a schedule school break and the five (5) or three (3) days of bereavement occurs prior to the return from break, then the employee is not entitled to bereavement days. Under extenuating circumstances, the Superintendent may approve a change to when bereavement days are taken.

Section 5.

Absence for jury service by Food Service employees shall not be chargeable to the employee's personal leave days and the District will pay the difference in salary between his/her daily salary and any fee he/she is paid for jury duty. The employee shall be required to provide the district documentation of any income received as a result of jury duty.

Section 6.

The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application. Leaves of absence without pay during the school year may be granted only if adequate substitutes are available and only if such absence from duty will not be detrimental to the Food Service program.

Section 7.

A leave of absence, paid or unpaid, of more than thirty (30) calendar days is considered a break in service for seniority purposes.

Section 8.

Accumulated Personal Leave Days shall be maintained but shall not accrue during the periods of the leave.

Section 9.

A leave of absence up to one (1) year without pay may be granted to any Food Service employee upon application for the purpose of engaging in other activities. The activity cannot be a similar position in another school system within the territorial limits of the United States.

Upon return from such leave, the Food Service employee will be placed at the same position on the salary schedule as he would have been if he worked in the District during that period.

Section 10.

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in lieu of induction in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as

he/she would have been had he/she worked during such period.

ARTICLE 22 – HOLIDAYS

Section 1.

The following seven (7) days shall be considered as paid holidays for all full-time and regular part-time employees: Labor Day; Thanksgiving Day; Christmas Eve Day; Christmas Day; New Years' Day; Good Friday; and Memorial Day

Section 2.

If the holiday falls on a Saturday, Friday will be considered as the holiday. If the holiday falls on a Sunday, Monday will be considered as the holiday.

Section 3.

An employee shall be eligible for holiday pay if he/she works his/her last scheduled work day prior to the holiday and the next scheduled work day following the holiday, unless verified by a doctor's note, jury duty day or bereavement leave.

ARTICLE 23 – INSURANCE

The Board shall offer full-time employees, as specified in Article 9, single subscriber health insurance. The employee shall pay any amount over the legislative “Hard Cap” or the percentage of “affordability,” as defined by the Affordable Care Act, whichever is greater.

ARTICLE 24 – COMPENSATION

The salary schedule shall be as follows:

Classification	2014-15	2015-16	2016-17 (2%)	2017-18 (2%)
Head Cook	\$11.93	\$11.93	\$12.16	\$12.40
Food Service Technician	\$11.56			
Food Service Assistant	\$10.40			
Assistant Cook		\$10.40	\$10.61	\$10.82

Longevity:

The longevity pay schedule shall be as follows:

At the end of five (5) years of seniority, eighty dollars (\$80.00) shall be paid. This is to continue through the tenth (10th) years.

At the end ten (10) years of seniority, seventy dollars (\$70.00) additional to the above shall be paid (total \$150.00). This is to continue through the 15th year.

At the end of fifteen (15) years of seniority, seventy dollars (\$70.00) additional to the above shall be paid (total \$220.00). This is to continue through the 20th year.

At the end of twenty (20) years of seniority, seventy dollars (\$70.00) additional to the above shall be paid (total \$290.00). This is to continue through the 25th year.

At the end of twenty-five (25) years of seniority, seventy dollars (\$70.00) additional to the above shall be paid (total \$360.00). This three hundred and sixty dollars (\$360.00)

maximum is to continue to be paid each year thereafter.

Longevity will be paid to each employee on the first paycheck in July of each year.

Payment will be paid for the service completed in the previous school year. Leaves of absence, including layoff, shall not be included in calculating longevity. However, layoff by Board action up to one (1) year maximum shall be included for purposes of calculating longevity.

Employees hired by Richmond Community Schools after July 1, 2014 shall not be eligible for Longevity Pay.

Section 3. Terminal Pay:

A participating terminal pay program shall be initiated as follows:

Employees, upon termination of employment, will receive a terminal leave payment of sixty dollars (\$60.00) per year of accumulated seniority. An employee must have a minimum of ten (10) years of seniority to qualify.

In lieu of the above, an employee may choose to participate in the terminal pay program:

1. The employee, upon termination of employment, will receive a terminal leave payment of sixty dollars (\$60.00) per year of accrued seniority for the first ten (10) continuous years.
2. After ten (10) years of seniority, the Board will match up to a maximum of sixty dollars (\$60.00) per fiscal year deductions for tax sheltered annuities.
3. After twenty (20) years of seniority, the Board will match up to a maximum of one hundred and twenty dollars (\$120.00) per fiscal year deductions for tax-sheltered annuities.

Persons hired after September 1, 2011 will no longer be eligible for terminal pay.

ARTICLE 25 – VACANCIES, PROMOTIONS AND TRANSFERS

Section 1

A vacant position shall be defined as a position vacated by an existing staff member and for which the Board of Education intends to continue or a newly created position within the existing food service job classifications.

When a position becomes available, it will be posted internally and externally for a maximum of seven (7) calendar days prior to filling the job. Employees interested in applying for a vacant position must submit that request in writing to the Superintendent within the deadline provided on the posting.

If an employee fills a vacant position he/she shall be considered on a probationary status as outline by Article 15.

Vacant positions shall be filled based upon qualifications. When qualifications are equal, seniority may be used to determine the candidate for the vacant position.

Section 2

A promotion shall be defined as a position in which the assigned paygrade is higher than the employee's current pay grade.

When a position, which is a higher pay grade, becomes available, all eligible employees shall follow Article 25, Section 1 to be considered for the promotion. If the employee is not offered the position, the employee may request a meeting with his/her immediate supervisor as to the reasons the position was not offered to the employee.

If an employee has been granted a promotion, through Article 25, Section 1, the employee shall have the opportunity to return to their previous position, regardless of reason, within fourteen (14) calendar days of receiving the position (e.g. promotion). The Superintendent or his/her designee shall also retain this right. Should the employee return to their previous position, the pay grade shall be appropriately adjusted.

Section 3

A lateral transfer is defined as retaining the present pay grade AND a change assigned work location or hours.

When a position, which is at the same pay grade, becomes available, all eligible employees shall follow Article 25, Section 1 to be considered for the lateral. If the employee is not offered the position, the employee may request a meeting with his/her immediate supervisor as to the reasons the position was not offered to the employee.

If an employee has been granted a transfer, through Article 25, Section 1, the employee shall have the opportunity to return to their previous position, regardless of reason, within fourteen (14) calendar days of receiving the position (e.g. transfer). The Superintendent or his/her designee shall also retain this right.


Section 4

If an employee is involuntarily transferred to a different position or location, the Superintendent or his/her designee shall provide the employee with reason(s) for the involuntary transfer.

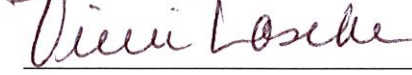
ARTICLE 26 – DURATION AND TERMINATION

This Agreement shall continue in full force and effect from the date of ratification by the membership of the Richmond Food Service bargaining unit and Board of Education through June 30, 2018 and shall terminate on June 30, 2018 unless a subsequent contract is negotiated.

Richmond Community Schools



Brian J. Walmsley, Ed.S.
Superintendent



Vicki Laseke
Business Manager



Sue Bevins
Director of Food Service

Richmond Food Service



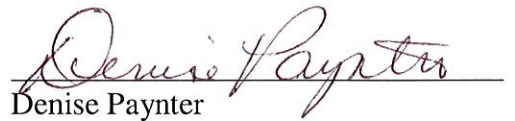
Michelle Girard



Pamela Materazzi



Deborah Osterland



Denise Paynter