AGREEMENT between the

REDFORD UNION BOARD OF EDUCATION

and the

REDFORD UNION FOOD SERVICE MANAGEMENT GROUP

July 1, 2009 through June 30, 2012

SCHOOL FOOD SERVICE TABLE OF CONTENTS

Employee Standards and Guidelines	3
Employee Benefits	
Leave Days	3
Medical Insurance	4
Optical Plan	4
Comp. in Lieu of Health Ins	4
Life Insurance	5
Disability Insurance	5
Dental Insurance	5
Vacation	5
Holidays	6
Leaves of Absence	6
Job Postings and Transfers	7
Workers' Compensation	8
Retirement/Termination	8
Injuries	8
Reductions in Staff	8
Dismissal and Discipline	9
Grievance Procedures.	9
Jury Duty	10
Uniform Allowance and Other Employee Expenses	10
Salary Information	10
Salary Schedule	11
Management Rights	
Duration of Agreement	
Memorandum of Agreement No. 1 – Benefit Options	13

EMPLOYEE STANDARDS AND GUIDELINES

All employees, as applicable, working for the Redford Union School Food Service Department are expected to maintain the very highest standards of personal cleanliness, hygiene and professionalism. The department's uniform policy outlined below is intended to maintain a "uniform, sanitary and professional appearance," keeping in mind that the employee absorbs most or all of the cost of uniforms. Each food service employee must meet the below guidelines within one month of hire date. The School Food Service functions properly only when this standard is upheld by all employees. Employees are required to:

- A. Wear a designated uniform top and clean, neat full-length pants with apron and standard hosiery. Employees may wear denim providing that the pants have no rhinestones, heavy embroidery, jewels or other like embellishments.
- B. Wear clean, rubber soled shoes. No open-toed, clogs or canvas tennis shoes will be allowed. A white leather tennis shoe is acceptable.
- C. Keep hair clean and restrained. Long hair must be worn up (hair sprayed in place and away from face for short hair; hairnet, hat or visor is required for any hair style with loose hair around the countenance.)
- D. Employees must not wear any nail polish, acrylic or artificial nails, or jewelry, including chains or necklaces, watches, earrings or rings, except a wedding ring. Jewelry is a safety and sanitation hazard.
- E. Employees are not permitted to leave school property with any cash receipts, food or other property belonging to the District. Empty boxes and cartons from government donated commodity food items may not be removed.
- F. Hours of employment, building placement and position will be set by the Food Service Director based on the needs of the school lunch program.

BREAK TIME

Employees scheduled to work four or more hours per day are allowed to take a fifteen (15) minute break at a time scheduled by the Manager.

Positively, no beverage, food, gum, or candy is to be consumed at any work or serving station during scheduled work time except during coffee and snack breaks, or upon approval of the Director of Auxiliary Services for medical reasons.

EMPLOYEE BENEFITS

A. LEAVE DAYS

1. All employees working twenty-seven and one-half (27.5) or more hours per week are granted ten (10) leave days per year. Leave time may be used for

illness, business, Act of God (optional 2 days only), or when school is in session for one-half (1/2) day, (for conferences, in-services or exams). Leave days may not be used when an employee is not scheduled for work. Those leave days which are unused each year can be accumulated to a total of fifty (50).

- 2. In the event school is cancelled due to an "Act of God", as defined by the Board of Education, employees will be paid up to two (2) days, which will not be deducted from the employees leave days. When all schools are closed because of an Act of God day, up to two (2) hours will be paid for time when personnel show up for work, if not called before. This will apply only if an employee is scheduled to report prior to an Act of God day being declared.
- 3. All accumulated leave days over fifty (50) will be paid out at the end of each school year or upon termination of employment in good standing. Accumulated leave days will be paid at the employee current rate.

B. MEDICAL INSURANCE

Effective July 1, 2009, the Board agrees to pay the full expense of a single membership in the Michigan Blue Cross/Blue Shield Community Blue PPO Plan #4 (or comparable plan) with a \$10 prescription rider, which may be provided through a separate provider, for all employees who choose to be enrolled and who work a minimum of twenty-seven and one-half (27.5) hours per week.

Effective July 1, 2009 all bargaining members will participate in the 10/20/40 Drug Prescription Rider Program with a \$40 co-pay for designer drugs and \$40 co-pay for antiulcer medication. Each subscriber may "grandfather" one designer drug to the second tier. Each bargaining unit member may participate in the Over the Counter Medication Program through the Board's designated prescription drug carrier for specifically listed antihistamines (allergy medications) and anti-ulcer (heartburn medications). If a physician for the above categories prescribes an Over the Counter medication, there will be zero co-pay.

C. OPTICAL PLAN

Employees who work a minimum of twenty-seven and one-half (27.5) hours per week will be eligible for Optical benefits as follows:

Examination	\$30
Regular Lenses	\$20 per lens
Bi-focal Lenses	\$24 per lens
Tri-focal Lenses	\$30 per lens
Contact Lenses	\$50 per lens
Frames	\$24

The above are provided every twelve (12) months.

D. COMPENSATION IN LIEU OF HEALTH INSURANCE COVERAGE

An eligible employee who elects not to receive coverage under the medical service plan as provided herein shall receive one hundred dollars (\$100) per month, maximum of one thousand two hundred dollars (\$1,200) per year, to be paid as additional

compensation in lieu of the health insurance coverage.

E. <u>LIFE INSURANCE</u>

The Board shall pay to the carrier the full premium cost of \$20,000 of term life insurance coverage including accidental death and dismemberment for each employee who works a minimum of twenty-seven and one-half (27.5) hours per week.

F. LONG-TERM DISABILITY INSURANCE

The Board will pay 50% of the premium cost of the income protection coverage under a long-term disability plan, with a thirty (30) day elimination period, monthly benefits representing sixty-six and two-third percent (66-2/3%) of normal wages capped at five thousand dollars (\$5,000.00) per month for those employees working twenty-seven and one-half (27.5) or more hours per week.

G. DENTAL PLAN

Employees who work a minimum of twenty-seven and one-half (27.5) hours per week will be eligible for the Board paid co-pay Dental Plan. Effective July 1, 2009, the District co-pay percentage for Type I Preventable and Diagnostic dental care benefits will increase from 80/20 to 90/10.

H. INSURANCE TERMS AND CONDITIONS

All insurance benefits are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The employee must, within thirty (30) days of the change, notify the Employer of any change in marital status and/or number or age of dependents, which would result in any adjustment of premiums paid by the Employer for insurance coverage. Any failure to so notify the Employer shall make the employee liable for an overpayment of premiums attributable thereto. Any overpayment of premiums shall be deducted from the salary of the employee.

I. PAID VACATION DAYS

All employees will be granted vacation pay based on the following level of seniority from the date of hire with the management group. Vacation pay will be based on the regularly scheduled hours of the employee who work a minimum of twenty-seven and one-half (27.5) hours per week with five days used at Easter and any remaining days to be used at another time. Vacation days may not be used when an employee is not scheduled for work.

5-7 years5	days
8-10 years6	days
11-14 years7	days
15 and above	days

All vacation days must be requested in advance in writing and approved by the

Director of Auxiliary Services.

Vacation days may not be accumulated from year to year. Vacation days may not be earned or accumulated during a leave of absence.

J. PAID HOLIDAYS

A. All employees working twenty-seven and one-half (27.5) or more hours per week are granted pay for the following legal holidays, provided that the employee has worked the scheduled workday preceding and the scheduled workday after:

Labor Day

Day Before New Years

New Year's Day

Good Friday

Day After Thanksgiving

Memorial Day

Christmas Eve

Christmas Day

Thanksgiving Day

- B. Exceptions to this shall be: absences due to documented personal illness, or absences due to death in the immediate family as husband, children, parents, brothers, sisters, grandchildren, parents-in-law, children-in-law or any relative living with the employee.
- C. However, extended time may be granted by the Director of Auxiliary Services upon written request.

LEAVES OF ABSENCE

A. HEALTH LEAVE

- 1. An unpaid health leave may be granted by the Board of Education to employees in this group. An employee shall request a leave of absence in writing, accompanied by a letter from a physician stating reason or reasons for leave of absence.
- 2. Such leaves may be granted for periods up to one (1) calendar year. A statement from a physician stating that the person on leave for health reasons is physically and mentally able to fulfill his/her normal duties without restrictions shall be required upon that persons return to work.
- 3. Insurance granted for those eligible under the provisions of the Agreement shall remain in force throughout the period of such leave, including any cost sharing obligations through the period of such leave.
- 4. At the expiration of the health leave, the employee shall be reinstated to his/her position or to a position of similar nature, seniority, status and rate of pay in effect on the date of return for that employee's classification.
- 5. Leave day and vacation days will not be earned or accumulated during a health leave of absence.

6. A personal leave for employees may be granted for up to forty-five (45) working days for a non-medical reason, per written request to the Food Service Director.

B. FAMILY AND MEDICAL LEAVE ACT

- A. The Redford Union Food Service Management Group shall be granted, subject to the terms of the Act, a leave under the Family and Medical Leave Act for the purposes and subject to the terms and conditions of said Act and its implementing regulations. Written application for such leave shall be made by the employee to the Director of Auxiliary Services.
- B. Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible member of the Redford Union Food Service Management Group under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible member of the Redford Union Food Service Management Group shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve weeks of benefits provided under said Act.
- C. While on said leave of absence, he/she shall be allowed to maintain health insurance benefits granted to this agreement, by way of making direct payments to keep said plan active.
- D. If a member fails to return from an unpaid leave during which the member received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board unless the member was otherwise entitled to the continuation of the benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the member and the board. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the member. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made.
- E. At the expiration of the leave, the employee shall be restored to his/her position or to a similar position of like nature, seniority, status and pay.

JOB POSTINGS AND TRANSFERS

A. Staffing needs in each kitchen will be determined by the Director of Auxiliary Services based on production and service needs in that building. A specific

position may be posted as a result of a vacancy or a newly created position. The posting will remain open for four business days.

- A. Any employee may apply for any posting. However, this does not preclude hiring from outside the current group of food service employees. A thirty (30) working day probation will be in place for any employee involved in a job transfer or promotion.
- B. Employees hired initially by the School Food Service Department shall be placed on a probationary status as food service personnel for 90 working days.

WORKERS' COMPENSATION

The Board will pay the premium cost of Workers' compensation coverage. Employees who become eligible for Workers' Compensation payments will have their workers' compensation checks mailed directly to their home by the insurance company.

RETIREMENT/TERMINATION

- A. Those employees intending to retire shall notify the Director of Auxiliary Services of such intent in writing at least sixty (60) days prior to the effective day of retirement.

 Board paid benefits stop on the date of retirement.
- B. Any employee wishing to leave the school food service shall write a letter to the Director of Auxiliary Services at least two (2) weeks prior to the effective date.

INJURIES

- A. All injuries to employees while on duty, no matter how trivial, must be reported at once to your manager, building principal and then to the Director of Auxiliary Services an accident report must be completed and remain on file.
- B. The Board will designate the medical treatment center for employees who are injured while in service of the Redford Union Schools during the course of the workday.

REDUCTIONS IN STAFF

- A. In the event the administration feels it is necessary for layoffs or cutbacks in the Food Service Management Group, such layoffs or cutbacks shall be made in accordance with the employment seniority of the Food Service Management Group and/or the ability of individual employees, as determined by the administration, to perform the specialized tasks of the Food Service Management Group. A thirty (30) calendar day notice may be given before layoffs become effective.
- B. An employee who is laid off shall be given preference when a job opening occurs

providing he/she is capable of said job and desires to return to Redford Union. An employee who is offered a position for which he/she qualifies and refuses such position shall be deemed to have forfeited further rights under this contract provision. Any employee recalled from layoff under the terms of this Article shall be reinstated at the appropriate classification salary step and with other benefits enjoyed prior to layoff. Any employee on layoff or eligible to return from leave who refuses a written offer of employment from the Board for a position for which he/she is qualified or fails to respond in writing to accept such a position within ten (10) calendar days of making of said offer shall be considered to have resigned and shall have no further rights under this Agreement.

DISMISSAL AND DISCIPLINE

- A. The Director of Auxiliary Services has the right to suspend or discharge any employee who is guilty of gross incompetence, improper conduct not becoming an employee of the public schools, chronic poor attendance or tardiness, or other acts for which dismissal shall be considered.
- B. The following steps may be followed with all disciplinary action:
 - A. Employee is given a verbal warning.
 - B. Employee is given a written warning.
 - C. Employee is suspended without pay.
 - D. Employee is terminated
 - E. Administration reserves the right to take appropriate disciplinary action as determined by the Administration.
- C. Any employee, other than one on probation, who feels he/she has been subject to unjust dismissal, demotion or disciplinary action shall be entitled to redress under grievance procedures.

GRIEVANCE PROCEDURES

An employee who has a problem shall follow these procedures to correct the situation:

- A. The employee shall seek correction of the problem with the Director of Auxiliary Services.
- B. If the problem continues, the employee may sign a written request for help with the Committee Chairperson.
- C. The Committee Chairperson shall submit the request to the Committee.
- D. The Committee will meet and study the problem with the employee. The Committee must make its recommendation within fifteen (15) days of receipt of the problem by the Chairperson.

E. If the Committee, after full study and consultation with the employee, decides that the employee is justified in pursuing correction of his/her problem, the Committee will meet with the Director of Auxiliary Services, who shall give a decision within five (5) days or present the problem to the Assistant Superintendent of Business Services.

JURY DUTY

- A. Food service employees who are called for jury duty shall be compensated for the difference between their regular daily salary and the salary received for the performance of such obligation.
- B. In the event that the compensation for jury duty is more than the regular daily wage, no additional payment shall be received.
- C. Court ordered appearances shall be paid as jury duty, with a maximum of five (5) days per year. No leave days shall be charged for such absence.
- D. Immediately upon receiving a summons for jury duty, the employee must notify the food service office. The employee, in order to receive payment, must supply satisfactory evidence that h/she performed jury duty and/or was examined for such duty, with the specific days indicated. No employee shall be entitled to such payment for voluntary jury duty.

UNIFORM ALLOWANCE AND OTHER EMPLOYEE EXPENSES

- A. School Food Service Department will grant fifty (\$50) dollars for uniform needs as designated by the Director of Auxiliary Services payable in June of each contract year.
- B. Food Service employees will be reimbursed, on a per mile basis, for travel in their personal vehicle, not including their normal commute, for the purpose of conducting school business. The per mile reimbursement rate will be consistent with that in effect in the Redford Union School District No. 1.

SALARY INFORMATION

- A. Employees will receive one dollar (\$1) per hour over their regular hourly rate when they work outside activities on Saturdays and Sundays. Employees will receive fifty (50) cents per hour over their regular hourly rate when they work outside activities other than Saturday and Sundays, for any hours worked after 2:00 p.m.
- B. All employees will receive compensation for working meetings at their hourly rate if the meeting is held after his/her workday and considered mandatory.

REDFORD UNION SCHOOL FOOD SERVICE DEPARTMENT SALARY SCHEDULE 2009-2012

CLASSIFICATION	STEP	AMOUNT
Kitchen Manager	1	13.96
	2	14.21
	3	14.46
	4	14.96
	5	15.21
Food Service Program Coordinator	1	16.25
	2	16.50
	3	16.75
	4	17.50
	5	17.75

Effective July 1, 2009, current employees will be placed at Step 5.

MANAGEMENT RIGHTS

The Redford Union Board of Education reserves unto itself the right to provide food service operations in the most efficient manner possible including, but not limited to, the right to outsource all food service related operations. In the event of any outsourcing, the third-party organization will be encouraged to consider current employees as new hires.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until the 30th day of June, 2012.

IN WITNESS WHEREOF, the parties hereto have s 2009.	set their hands and seal this 6 th day of April,
REDFORD UNION SCHOOLS	REDFORD UNION FOOD SERVICE MANAGEMENT GROUP
Nonra See Rhodes Donna L. Rhodes Superintendent	Penny Allison Food Service Management Group
Susan Featheringill Assistant Superintendent of Business Services	Sandra Bousquette Food Service Management Group
Diane Sevigny Director of Auxiliary Services	Pamela Shuffler Food Service Management Group
Debra Dahlman Human Resources Coordinator	Elizabeth Yost Food Service Management Group
Date: 4-6-09	Date 4-6-09

REDFORD UNION SCHOOLS, DISTRICT NO. 1 AND WAYNE COUNTY MEA/NEA

MEMORANDUM OF AGREEMENT NO. 1

RE: Food Service Management Group Benefit Options

This Memorandum of Agreement is by and between the Board of Education of Redford Union School District No. 1, hereinafter "Board" and the Redford Union Food Service Management Group as follows:

WHEREAS, the following long-term employees, Penny Allison, Sandra Bousquette, Pamela Shuffler and Elizabeth Yost are members of the Redford Union Food Service Management Group, and

WHEREAS, it is mutually acknowledged and agreed by and between the Board and the Food Service Management Group that the following benefit options are available to the members listed above:

- 1. Employees hired prior to July 1, 2005 who wish to receive member/spouse or family PPO Plan #4 (or comparable plan) coverage will receive \$650 per month as credit toward the insurance and the employee will pay the balance for coverage through payroll deduction.
- 2. Employees hired prior to July 1, 2005 who wish to receive the Blue Cross Blue Shield Community Blue PPO Plan #1 (or comparable plan) shall have the option to purchase the PPO Plan #1 at the appropriate monthly COBRA rate as of June 30th of the previous contract year. Contributions will be deducted from each pay. This provision will not apply to any employee hired after July 1, 2005.

PPO #4 COVERAGE	BC Premium	EHIM Premium (Prescription)	TOTAL MONTHLY COBRA RATE 2008-09 (Minus \$650 Credit)	EMPLOYEE CONTRIBUTION 2008-09 (21 Pay Periods)
SINGLE	282.29	134.34	416.63	-0-
2-PERSON	635.19	282.07	917.26 - \$650 = \$267.26	152.72/pay
FAMILY	790.42	329.12	1,119.54 - \$650 = \$469.54	268.31/pay

PPO #1 COVERAGE	BC Premium	EHIM Premium (Prescription)	TOTAL MONTHLY COBRA RATE 2008-09	EMPLOYEE CONTRIBUTION 2008-09 (21 Pay Periods)
SINGLE	401.63	134.34	535.97	306.27/pay
2-PERSON	903.70	282.70	1,185.77	677.58/pay
FAMILY	1,124.59	329.12	1,453.71	830.69/pay

REDFORD UNION SCHOOLS

MANAGEMENT GROUP Food Service Management Group Superintendent Sandra Bousquette Susan Featheringill Food Service Management Group Assistant Superintendent of Business Services Diane Sevigny Director of Auxiliary Services Food Service Management Group Human Resources Coordinator Food Service Management Group Date: 5-6-09 Date: 5-6-09

REDFORD UNION FOOD SERVICE