

# **AGREEMENT BETWEEN**

**RUDYARD AREA SCHOOL BOARD OF EDUCATION  
RUDYARD, MICHIGAN**

**and the**

**RUDYARD COOKS FEDERATION  
AFFILIATE OF THE AFT MICHIGAN, AFT, AFL-CIO**

**July 1, 2010 to June 30, 2013**

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**RUDYARD COOKS FEDERATION  
AGREEMENT**

This agreement entered into this date by and between the Board of Education of the Rudyard Area Schools of Rudyard, Michigan, hereinafter called the "**BOARD**" or the "**EMPLOYER**" and the Rudyard Cooks Federation affiliate of the AFT Michigan, AFT, AFL-CIO hereinafter called the "**FEDERATION**" or the "**UNION**".

**ARTICLE I  
RECOGNITION**

- A. The **BOARD** hereby recognizes the **FEDERATION** as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- B. The term "employees" when used hereinafter in this Agreement, shall be understood to mean all regular and temporary full and part time cooks employed by the **EMPLOYER** but excluding all other employees.

**ARTICLE II  
BOARD RIGHTS**

The **BOARD**, on its own behalf and behalf of the electors of this district, herein 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 United States, including the following rights:

- 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
- 3. To determine the hours of work, and the duties, responsibilities, and assignment of employees. To determine when employees, in split assignments, will leave one job or building and report to another assignment or another assignment in another building.
- 4. To require an employee to obtain a mental or physical examination at the **BOARD'S** expense when there exists reasonable doubt as to the employee's effectiveness due to health problems. The examining physician or physicians shall be designated by the **BOARD**. The results are to be filed with the **BOARD** for action as to retention or forced leave of absence. If the employee is dissatisfied with the results of the first examination, he/she may request a second examination at his/her expense with the physician or physicians to be selected by mutual agreement between the **BOARD** and the **FEDERATION**. If the employee refuses **BOARD** recommended examination by an appropriate physician, or if a second physician cannot be mutually agreed upon, the decision of the **BOARD** concerning leave or retirement shall be final.

The exercising of the foregoing powers, rights, authority, duties, and responsibilities by the **BOARD**, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only to the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and Constitution and laws of the United States.

**ARTICLE III**  
**EMPLOYEE AND UNION RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965 and as amended, the **BOARD** hereby agrees that all employees shall have the right to freely organize, join and support the **FEDERATION** for the purpose of engaging in collective bargaining or negotiations and other activities for mutual aid and protection.
- B. Nothing contained herein shall be construed to deny or restrict to any rights she/he may have under Federal or Michigan laws. The rights granted to employees hereunder shall be deemed to be in addition to those provided by law.
- C. The **FEDERATION** and its members shall have the right to use school facilities at all reasonable hours for meetings with the consent of the **BOARD** or its representative. Such meetings are not to interfere with other regularly scheduled activities. No meetings will be held on holidays or Sundays unless **BOARD** permission is obtained.
- D. Duly authorized representatives of the **FEDERATION** shall be permitted to transact official **FEDERATION** business on school property at all off duty times, provided that this shall not interfere with or interrupt normal school operations.
- E. The **FEDERATION** shall have the right to use school equipment (i.e., typewriters, duplicating equipment, etc.) at reasonable times when such equipment is not otherwise in use at school. Available supplies may be purchased by the **FEDERATION** at cost. No equipment shall be removed from the site without prior permission of the **BOARD** or its designee.
- F. The **FEDERATION** shall have the right to post notices and matters of **FEDERATION** concern on a bulletin board in each school building to be mutually determined by each building principal and the **UNION**. The **FEDERATION** may use mail boxes for communications to unit employees.
- G. No employee shall be prevented from wearing insignias, pins or other identification of membership in the **FEDERATION** on or off school premises.
- H.. Upon written request of the **UNION** president, the **EMPLOYER** will provide (in the form in which it is available) information concerning the financial resources of the **EMPLOYER** and other such information as may be required by law in order for the **UNION** to administer this Agreement and/or engage in the collective bargaining process.

**ARTICLE IV**  
**DUES CHECK-OFF, PAYROLL DEDUCTION**

- A. Upon filing with the **EMPLOYER** a written authorization form for payroll deduction, signed by the employee, the **EMPLOYER** agrees, during the term of this Agreement and extension or renewal thereof, to deduct **FEDERATION** membership dues, service fees, and assignments which have been levied in accordance with the Constitution and By Laws of the **FEDERATION**, from the pay of each employee.
- B. Deductions from each paycheck shall be in the amount stipulated by the **FEDERATION** for the terms of this Agreement. The **EMPLOYER** agrees to forward such deductions, which have been made within one week following such deduction to the Treasurer of the **FEDERATION**.
- C. The deduction of membership dues shall not be made if an employee is on leave of absence or absent due to prolonged illness when the employee's pay is not sufficient to cover the membership dues deduction.
- D. Upon appropriate written authorization from the employee, the **BOARD** shall deduct from the employee's salary and make appropriate remittance monies specified for tax deferred annuities a credit union mutually agreeable to both

parties, U.S. Government Savings Bonds, or any other plans or programs jointly approved by the **FEDERATION** and the **BOARD** with the total number of programs equal to the above number. An employee is limited to two companies for tax-deferred annuities.

- \* What is the current situation.
- E.
  1. The **EMPLOYER** shall forward to the **FEDERATION** a list of all employees within the bargaining unit and their assigned locations no later than August 15th preceding the school year. Further, the **EMPLOYER** shall notify the **FEDERATION** of any employee in the bargaining unit entering or leaving employment of the **EMPLOYER**.
  2. The **FEDERATION** will meet with the employer no later than September 30<sup>th</sup> of each school year to create/review a document that will include: list of employees, years of service, certification, date of hire, salary step in column. The **EMPLOYER** shall notify the **FEDERATION** of any employee in the bargaining unit entering or leaving employment of the district.
- F. Individual authorization forms shall be filed by the **FEDERATION** with the **EMPLOYER**. Authorizations, once filed with the **EMPLOYER** shall continue in full force and effect until revoked by the employee on a form mutually agreed upon, which form shall be filed with the **EMPLOYER**. The **FEDERATION** agrees at least thirty (30) days after the beginning of the school year, to give written notification to the **EMPLOYER** of the amounts to be deducted in that year under such authorization.
- G. The **EMPLOYER** agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The **FEDERATION** agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

## ARTICLE V UNION SECURITY

The **EMPLOYER** and the **FEDERATION**, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the **FEDERATION** accept the following method designed to enable all above mentioned members of the bargaining unit to support the efforts of the bargaining agent on their behalf.

- A. Within thirty (30) days after employment, or the execution of this Agreement or its extensions or renewals whichever is later, all of the above stated members of the bargaining unit shall be required as a condition of continued employment to continue membership in the **FEDERATION** and execute an authorization permitting the deduction of **FEDERATION** dues and assessments.
- B. Any of the above stated members of the bargaining unit who has not joined the **FEDERATION** during such period, or having joined has not remained a member, shall immediately execute an authorization permitting the deduction of an annual service fee equal to the proportional cost of negotiating and administering the collective bargaining agreement. This amount is to be set by the **FEDERATION** on a yearly basis and will not exceed the amount paid by the members of the **FEDERATION** in dues and assessments. It is understood that the payment of such sums shall not constitute an agreement to become a member of the **FEDERATION**. Service fee deductions are to be forwarded to the treasurer on a monthly basis.
- C. The **EMPLOYER** agrees to notify all employees in the bargaining unit (those employed at the time of the execution of the Agreement or its extensions or renewals, as well as new hires) of the above stated thirty (30) day period, and will supply to the **FEDERATION** the name(s) of such employee(s) and the date of employment.

- D. Within the above thirty (30) days employee-failure to deliver authorization shall constitute a basis for discharge, and the **EMPLOYER** agrees, upon receipt of notification from the **FEDERATION** that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days; it being understood between the parties of this Agreement that such requirement is a condition of continued employment for the above stated employees with the **EMPLOYER**.
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment within the bargaining unit by the employer, such unpaid amounts shall be required to be paid to the **FEDERATION** by the applicant as a pre-condition to re-employment.
- F. The cost of **FEDERATION** membership or of the service fee for part time employees will be pro-rated according to MFT guidelines.
- G. The **FEDERATION** shall indemnify and save the **EMPLOYER** harmless against any and all claims, demands, suits, or judgment damages, including unemployment compensation and attorney fees, which may arise from implementation of this section of the Agreement. However, any costs incurred by the **BOARD** for legal representation of its own choosing shall be borne by the **BOARD**.

**ARTICLE VI**  
**SENIORITY, VACANCIES, LAYOFF, RECALL**

**SENIORITY**

- A. The employees shall have seniority for purposes of layoff from work, recall to work, and for such other purposes as hereinafter outlined; provided, however, it is understood that in any application of seniority, the employee must be able to perform the available work.
- B. Seniority, for regularly employed unit members, shall be defined as length of service in the unit from date of hire (first day of work) in the unit exclusive of lay-off and unpaid leave periods in excess of thirty (30) calendar days. During layoff and/or unpaid leave periods, seniority shall not continue to accrue, but shall be "frozen" from the commencement date to the termination date of the lay-off and/or unpaid leave.
- C. Employees shall lose seniority because of a voluntary quit, transfer to another unit, a discharge for good cause or a failure to return to work within ten (10) work days of receipt of a notice of recall as hereinafter outlined unless other arrangement are agreed upon.
- D. The seniority list shall be published and copies furnished to the **UNION** no later then October 7<sup>th</sup> of each school year and within 7 days of any changes or additions.

**VACANCIES**

- A. Wherever a vacancy in any position or any new position shall occur, the **BOARD** shall give written notice to the **UNION** and a notice shall be posted on designated bulletin boards in each school building for a period of five (5) working days setting forth the minimum requirements for the position.
- B. All vacancies shall be filled by the applicant possessing the most seniority in the unit who can perform the work. If minimal training is necessary to fully inform the employee as to the job, such training will be given the employee. This person shall be placed on a thirty (30) working day probationary period and the employee may elect to return to their former position. If she/he fails to meet the district's expectations, she/he will be returned to her/his former position upon mutual agreement of the principal and the **UNION**. This decision is not subject to the grievance procedure.

In the event that an employee becomes ill during her/his probationary period, such probationary period shall be extended until she/he has worked an equivalent number of days to cover such illness, unless said illness totals less than five (5) working days.

- C. The position shall be awarded or denied within five (5) working days after the posting period. Posting of vacancies shall be mailed to the **UNION** President and **UNION** secretary's home address during summer months when school is not in session.
- D. An employee is a probationary employee for the first sixty (60) calendar days of employment. After completion of the first sixty (60) calendar days of employment, the District may extend the probationary period for an additional sixty (60) days, which must be communicated to the employee in writing and include reasons for such extension so that the employee might be able to correct any deficiencies.

#### LAYOFF

- A. When it is necessary to reduce the number of employees in the work force due to lack of funds, lack of work, etc., employees will be laid off in the inverse order of their seniority.
- B. Employees will be notified at least fifteen (15) workdays in advance of layoff.
- C. There will be no scheduled overtime in excess of five (5) continuous workdays if there is an employee who is laid off and who is qualified to perform the work assignment.
- D. When reduction of staff is necessary, all reasonable requested leaves of absence shall be granted by the **EMPLOYER**.

#### RECALL

- A. Employees will be recalled in order of seniority, with the most senior employee on lay-off recalled first.
- B. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.
- C. The employee shall either report for work within ten (10) work days from receipt of the notice to report or make arrangements which are satisfactory to the **EMPLOYER**. Failure to report within ten (10) work days or make suitable arrangements to report will result in removal from the seniority list and loss of recall rights.

### **ARTICLE VII** **WORKING CONDITIONS**

#### HOURS

- A. A full time cook's normal working day will be 8 hours with one half (1/2) hour off for lunch.
- B. Employees shall work daily work schedules according to the building assignments.
- C. An employee shall have the right to reject any assignment in excess of the normal workload.
- D. Permission to leave early may be granted by the principal in the case of emergency.
- E. When Cook substitutes for the Head Cook, the substitute position will be offered to the Cooks on staff first,

starting with Cooks who have the highest seniority.

### WORKING CONDITIONS

- A. Employees shall be supervised by the principal.
- B. Employees shall be provided ten (10) minutes of travel time between Turner Howson Elementary and the High School/ Middle School.
- C. The **BOARD** shall make available in each school, lunchroom and restroom facilities for employees to use.
- D. Telephone facilities shall be made available to employees for their reasonable use.
- E. Suitable locked closet space to store coats, overshoes, and personal articles and a key shall be provided.
- F. In the event of an employee's absence, a substitute shall be provided.

### DESCRIPTION OF DUTIES

#### **HEAD COOKS:**

##### ***General Description:***

Employees in this position shall be responsible for the supervision of the lunch program in a building. She shall be responsible for taking of necessary inventories and ordering of necessary supplies. She shall be directly responsible to the food service director.

##### ***Description of Duties:***

- A. Shall prepare menus in advance to meet requirements of Type A lunch when assigned this duty.
- B. Shall prepare each day's meal in accordance with the menu to the extent possible.
- C. Shall assign various jobs to other members of her team to insure efficiency of operation.
- D. Shall take and use regular inventories to insure efficient use of all food and supplies to see that no excessive quantities are accumulated.
- E. Shall order weekly grocery and periodic case lot orders to insure an adequate amount of food on hand to prepare the daily menus.
- F. Shall supervise and assist in preparation and serving of all meals.
- G. Shall supervise and assist in cleaning equipment and facilities.
- H. Shall see that equipment is properly maintained.
- I. Shall be responsible to see that all food and supplies are used in the school for authorized programs only.
- J. Shall report immediately to the food service director any problems which arise with the lunch program.

The description and duties mentioned above are intended to indicate the kinds of jobs and level of work difficulty that will be required in this position. It is not intended to limit or in any way modify, the rights of supervisors to assign, direct, and control the work of employees under his supervision. The duties mentioned shall not be held to exclude other duties not mentioned that are of a similar kind or level of difficulty.

##### ***Qualifications:***

- A. Shall possess at least a high school diploma or G.E.D.
- B. Shall have had a minimum of three years experience in quantity cooking.
- C. Shall have had experience in supervising the work of other persons.
- D. Shall at all times possess a valid food handlers card issued by the county Health Department.
- E. Shall have taken School Lunch Workshop Training and be willing to take additional courses as requested.



- F. Shall be clean and tidy in personal appearance, including the wearing of uniforms and hairnets.
- G. Shall have the ability to work harmoniously with others.
- H. Shall demonstrate the ability to make managerial decisions.
- I. Shall possess the ability to work with and supervise other employees.

**COOKS:**

***General Description:***

Employees in this position shall assist the head cook in preparation and serving of meals. They shall be directly responsible to the building head cook. Salary and benefits shall be in accordance with the salary schedule in effect.

***Description of Duties:***

- D. Shall assist in the preparation of all food as assigned by the head cook.
- E. Shall do baking or assist with baking as assigned.
- F. Shall assist in service of lunches.
- G. Shall assist in washing dishes and cleaning pots, pans, and equipment as needed or assigned.
- H. Shall assist in caring for and performing minor maintenance on equipment.
- I. Shall assist in keeping the facilities in a clean and orderly condition.
- J. Shall set the tables and clean them after their use as assigned.
- K. Shall be willing to take School Lunch Workshop Training and other courses as requested.
- L. Shall when designated, take over the supervision of the hot lunch program in absence of head cook, such designation to be based on seniority with compensation at Head Cook pay rate.

The description and duties mentioned above are intended to indicate the kinds of jobs and level of work difficulty that will be required in this position. It is not intended to limit or in any way modify, the rights of supervisors to assign, direct, and control the work of employees under his supervision. The duties mentioned shall not be held to exclude other duties not mentioned that are of a similar kind or level of difficulty.

***Qualifications:***

- 1. Shall possess at least a high school diploma or G.E.D.
- 2. Shall have had experience in cooking.
- 3. Shall at all times possess a valid food handlers card issued by the county health department.
- 4. Shall be clean and tidy in personal appearance, including the wearing of hairnets.
- 5. Shall have the ability to work harmoniously with others.

**DISHWASHERS:**

***Description of Duties:***

Dishwashers will work under the direction of the Head Cook with duties as assigned.

***Qualifications:***

- A. Shall possess at least a high school diploma or G.E.D. or at Board exception.
- B. Shall be clean and tidy in personal appearance, including the wearing of hairnets.
- C. Shall have the ability to work harmoniously with others.

**ARTICLE VIII**  
**EMPLOYEE DISCIPLINE, EVALUATIONS AND PERSONNEL FILES**

**EMPLOYEE DISCIPLINE**

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause.
- B. The parties agree to a progressive course of discipline beginning with oral reprimand up to and including discharge for cause. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action with, and including, immediate discharge.

**EVALUATIONS**

- A. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the person involved.
- B. An employee shall at times be entitled to have present a representative of the **UNION** when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the **UNION** is present.
- C. Written evaluations will be given by the supervisor at least once a year.

**PERSONNEL FILES**

- A. No materials may be in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material, within ten (10) working days, and the same shall be attached to the file copy of the material in question.
- B. An employee must be requested to sign material placed in the individual's personnel file. Such signature shall be understood to indicate the individual's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. If an employee should refuse to sign material to be placed in his/her file, it shall be signed by that employee's **UNION** representative. These signatures shall indicate that said employee has been made aware of this material, but has refused to sign it.
- D. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A **UNION** representative may be requested by the employee to accompany the employee in such review.

**ARTICLE IX**  
**SICK LEAVE AND OTHER LEAVES**

**SICK LEAVE**

- A. Employees shall be granted (13) sick leave days per school year. Employees shall be entitled to unlimited accumulation for the unused portion of each year's leave for use in future years. Sick leave shall be prorated for any employee who is hired after the start of the school year.
- B. Leaves of absence with pay chargeable against the employee's sick leave allowance shall be granted for the following:

1. Sick leave shall include: personal illness, illness in the immediate family and quarantine.
2. Up to five (5) days sick leave will be granted for death in the immediate family. Immediate family shall include: father, mother, spouse, parent-in-law, brother, sister, child, grandparents, a dependent in the immediate household or others where the employee is unavoidably responsible for their care. Additional days may be granted upon request to the Superintendent.
3. Time necessary at the funeral service of a person whose relationship to the employee warrants such attendance.
4. Any employee absent from school because of mumps, measles, scarlet fever, chicken pox, conjunctivitis, head lice or scabies shall suffer no loss of compensation and shall not be charged against sick leave when proof of such illness is shown by a doctor's statement.
5. Sick leave will only be approved for transfer within/between unions for catastrophic illness. A signed agreement between the union involved must be delivered to the Business Manager for approval one pay period prior to the transfer. The Superintendent will have final approval.

#### PERSONAL DAYS

- A. Employees shall be granted three (3) days personal leave per year. Personal days shall be for the use of personal business that cannot be taken care of except during the regular work day. Employees shall request a personal day from their principal at least two days in advance except when the principal determines an emergency exists. Personal days are not accumulative from year to year. Personal days shall be charged against the days sick leave granted per year. Personal days taken the day before or after vacation period must have the approval of the employee's supervisor.

#### JURY DUTY

- A. A leave of absence not chargeable against the employee's allowance shall be granted to any employee who serves on jury duty. The employee shall be paid the difference between his/her pay as a juror and his/her regular salary. If the employee is paid mileage by the court, the employee shall retain the mileage payment.

#### WORKER'S COMPENSATION LEAVE

- A. A leave of absence not chargeable against the employee's sick leave allowance shall be granted to any employee suffering from an injury or disease compensable under the Michigan Worker's Compensation Act. An employee on such leave shall be granted the increment and seniority which she/he would have been credited had she/he remained in active service to the district and shall continue to receive insurance benefits for the duration of such leave not to exceed nine (9) months. The duration of such leave shall be granted for up to one (1) year. Sick time may be used to make up the difference of full pay.

#### EXTENDED SICK LEAVE

- A. Any employee whose personal illness extends beyond his/her sick leave accumulation shall be granted a leave of absence without pay for such time as it is necessary to completely recover from such illness up to a period of six (6) calendar months. Upon return from leave, the employee shall be assigned to the same position held prior to the leave or a comparable position in the event that his/her position no longer exists. An employee on such leave shall be granted the increment which she/he would have been credited had she/he remained in active service to the school district and shall continue to receive insurance benefits for the duration of the leave. Should the employee be unable to return from this leave within the six (6) calendar month limit, the employee must then apply for an unpaid leave under the provisions of "Other Unpaid Leaves".

## CHILD CARE LEAVE

- A. An Extended Child Care leave without pay shall be granted to any employee, provided that the employee applies in writing to the **BOARD** at least thirty (30) days prior to the date such leave is to commence, except in the case of emergency.
- B. The employee's request for leave shall include the beginning date of the requested leave, and shall include the employee's date of return.
- C. An Extended Child Care Leave shall be granted for a period of one (1) year.
- D. An Extended Child Care Leave, which has been applied for and granted in anticipation of such need, may be rescinded by the employee at any time prior to its commencement.
- E. The employee will not receive seniority credit for the duration of the extended Child Care Leave.
- F. Upon return from such leave, the employee shall be returned to the same position held prior to the leave or a comparable position if the same position no longer exists. If there is no vacancy, the lay-off procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.

## UNION LEAVE

- A. Representatives of the **FEDERATION** shall be granted Union Leave without loss of compensation for the purpose of participating in **UNION** business. The total amount of time for release of all **FEDERATION** representative shall not exceed eight (8) days in any one school year.

## OTHER UNPAID LEAVES

- A. An employee requesting Other Unpaid Leaves of absence for any reason other than addressed in the above sections shall make application to the Superintendent of Schools in writing at least thirty (30) days prior to the anticipated leave date, except in the case of emergency, stating the length of leave requested and the purpose thereof. The Superintendent will respond within five (5) school days to the employee's request.
  - 1. Unpaid Leave may be granted and extended by the **BOARD**; however, the employee will not receive seniority credit for the duration of the leave.
  - 2. The employee may rescind or cancel an approved Unpaid Leave at any time prior to its commencement.

## ARTICLE X INSURANCE

- A. The **BOARD** shall furnish to all employees the following insurance programs:
  - 1. **HEALTH INSURANCE** - The **BOARD** shall provide, without cost to the employee, a health insurance program that has equivalent protection to the program provided in the 1999/01 school year for a full twelve (12) month period for the employee's entire family with no interruption of coverage. Prescription insurance will be \$10.00 for generic prescriptions and **\$40.00** for name brand prescriptions. When the husband and wife are both employed by the **BOARD**, either one may choose to carry health insurance. After July 1, 2006 when the husband and wife are both employed by the **BOARD**, either one may choose to carry health insurance, and the other is not eligible for the "in lieu of" monies.

Those persons electing not to receive health insurance benefits shall receive a payment in the amount of \$3,000. Employees working less than full time shall be eligible for health insurance benefits on a prorated basis. The **BOARD** shall provide benefits above the Community Blue coverage as described in Exhibit A through a **BOARD** self funded program.

2. DENTAL INSURANCE - The **BOARD** shall provide a dental program equivalent to the program provided in the 1989-90 school year as described in Addendum B for all full-time employees of the bargaining unit **and part-time employees working half-time or more**, and their eligible dependents, including internal and external coordination of benefits.
  3. VISION INSURANCE - The **BOARD** shall provide vision plan program described in Addendum C at no additional cost to full-time employees **and part-time employees working half-time or more**.
  4. GROUP LIFE INSURANCE – The **BOARD** shall provide without cost to the employee Group Life Insurance in the amount of \$30,000 payable to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.
  5. LONG TERM DISABILITY INSURANCE - The **BOARD** shall provide SET Long Term Disability Insurance for each employee effective October 1, 1994. Benefits shall begin upon termination of the employee's sick leave but not before the 46th scheduled work day and it will continue at 66 2/3% to a maximum age of 65, sickness or accident, and will include the following features:
    - a. Monthly maximum of \$2,000.
    - b. No exclusion of mental and nervous condition.
    - c. No exclusion of alcoholism and drug addiction.
    - d. Social security freeze.
    - e. Rehabilitation clause.
    - f. Full family social security offset.
    - g. No pre-existing condition or waiting period.
    - h. Maternity benefits covered as new illness.
    - i. Two (2) year own occupation clause.
    - j. Three (3) month waiting period for recurrent disability or any new disability occurring in the same year, after an employee has returned to active employment.
- B. The **BOARD** shall continue to provide insurance benefits to employees who have exhausted all sick leave accrued throughout the balance of the contract year.
- C. The **BOARD** shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing within thirty (30) days of hire. An opportunity for fall open enrollment through November 1 will be offered to all employees.
- D. It is understood that even though the contract expires June 30, any employee who is terminated in June shall have insurance coverage paid for by the **BOARD** until September 30th or until equally covered by a subsequent employer, whichever occurs first.
- E. The **BOARD** shall provide the opportunity for employees to subscribe to additional insurance coverage through payroll deduction.
- F. The **BOARD** reserves the right to change insurance carriers annually if a substantial cost savings may be realized and it is determined by the **BOARD** and the **FEDERATION** that the benefits or services are equivalent or an improvement to the present programs for the employees.

- G. The District subsidy for health, dental, vision, and long term disability insurance benefits shall be provided to part-time employees on a prorated basis.
- H. A 125 plan shall be provided to employees for payments of medical expenses, insurance premiums, childcare, in lieu of payments and other such items approved by the Board. The District will pay the initial set-up fee and the employee will pay any subsequent administrative fees.

**ARTICLE XI**  
**COMPENSATION**

- A. The salaries of employees covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon the normal hourly workload, as defined in Article VII.
- C. Employees will be paid during the year with 26 pays.
- D. Employees who are assigned work duties in more than one school during one day shall be reimbursed for travel at the prevailing IRS rate per mile for the distance actually traveled.
- E. After five (5) year's service in the Rudyard Area Schools, a full-time employee, upon termination of services, shall receive ½ of the daily rate of the Starting Salary of accumulated sick leave to a maximum of one hundred and thirty (130) working days.
- F. 8<sup>th</sup> Year and above - \$200 Longevity/year.
- G. Holidays

The following days which are not worked will be paid days:

1. Days that school is not in session due to weather.
  2. Thanksgiving and the Friday following Thanksgiving.
  3. The last day of school prior to Christmas Vacation if there is no hot lunch on that day.
  4. Easter vacation and/or Spring Break.
  5. Memorial Day
  6. Labor Day
  7. Christmas Day
  8. New Year's Day
- H. Cooks will be paid for two (2) teacher in-service days during the school year for which they will work those days or sixteen (16) hours of documented work above the normal work day during the school year. Cooks will be paid for one (1) day where they will participate in one day's in-service on food services in return for this paid in-service day.
  - I. A Cook, who takes over for the Head Cook on a temporary basis, will be paid the Head Cook's rate of pay immediately.

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

A. Definition

1. A claim by an employee or the **FEDERATION** that there has been a violation, misinterpretation of any provision of this Agreement may be processed as a grievance as hereinafter provided.
2. An employee, a group of employees or the **FEDERATION** are the only individual(s) who can file a grievance in order to correct a violation of this Agreement.
3. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

B. Purpose

1. The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solution to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Time

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the **BOARD** shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.
2. If the time limit is not observed by the aggrieved, the grievance shall be considered settled. If the **EMPLOYER** fails to observe the time limits, the grievance shall be considered advanced to the next level of the grievance procedure.

D. Rights to Representation

1. An employee may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another unit employee or **FEDERATION** representative. The **FEDERATION** shall have the right to be present and to state its views at all stages of grievance process.

E. Miscellaneous

1. During the pendency of any proceedings and until final determination has been reached, all proceedings shall be private and preliminary dispositions will not be made public without the agreement of all parties.
2. There shall be no reprisals of any kind taken against any party in interest or any participants in the procedure set forth herein by reason of such participation.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
5. No grievance shall be adjusted without prior notification to the **UNION** and opportunity given to the **UNION** to be present.
6. In the event that an employee or the **FEDERATION** believes there is a basis for a grievance that involves more than one (1) school building, it may be started with the Superintendent or a representative designated by him/her.

## LEVEL I

In the event that an employee or the **FEDERATION** believes there is a basis for a grievance, the employee shall discuss the alleged grievance with his/her building principal either personally or accompanied by a representative of the **FEDERATION**. The grievance must be discussed within ten (10) days after the occurrence. If, as a result of the informal discussion with the building principal, a grievance still exists, the employee or the **FEDERATION** may file a written grievance with the principal on a grievance form. The written grievance must be filed within five (5) days of the informal meeting. The principal shall indicate his/her disposition of the grievance in writing within five (5) days of the receipt of the written grievance or the grievance will be advanced to LEVEL II.

## LEVEL II

If the aggrieved employee or the **FEDERATION** is not satisfied with the disposition of the grievance by the principal, the grievance may be submitted in writing to the Superintendent. The submission must be made within five (5) days of the dated receipt of the principal's disposition.

## LEVEL III

Upon the dated receipt of the written grievance, the Superintendent or his designee shall set a place and time, mutually agreeable to both parties, within ten (10) days of the dated receipt.

The Superintendent or his designee shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the president of the **FEDERATION** and the Federation Grievance Chairperson.

## LEVEL IV

If the **FEDERATION** is not satisfied with the disposition of the grievance at LEVEL III, the unsatisfied party shall notify the Superintendent in writing within ten (10) days from the **FEDERATION'S** dated receipt of the written answer from the Superintendent. A hearing before the **BOARD OF EDUCATION** will then be arranged to hear the grievance as presented by the parties. This meeting will take place within twenty (20) days from the dated receipt of the Superintendent's disposition of the grievance. The **BOARD OF EDUCATION** shall render a written decision of the disposition of the grievance within (10) days after the hearing date. A copy of the **BOARD'S** decision will be given to the employee, the president of the **FEDERATION** and the **FEDERATION'S** grievance chairperson.

## LEVEL V

If the **FEDERATION** is not satisfied with the disposition of the grievance at LEVEL IV, the **FEDERATION** may request that the grievance be submitted to arbitration. If the parties cannot agree to an arbitrator within five (5) calendar days from the notification date the arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

The **BOARD OF EDUCATION** and the **FEDERATION** shall not be permitted to assert in such arbitration proceedings any material not previously disclosed to the other party. This arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties.



**ARTICLE XIII**  
**MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the **BOARD** which shall be contrary to, or inconsistent with, its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the **BOARD**.
- C. 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 and the parties agree to meet for the purpose of negotiations and agreement of substitute language for the voided provisions.
- D. Copies of this Agreement shall be distributed at the expense of the **BOARD** and presented to all employees now employed, or hereafter employed within five (5) days of employment or thirty (30) office work days of ratification of this Agreement.

**SCHEDULE A**

A. Salary

<b>Cook</b>	<b><u>2009-10</u></b>	<b><u>2010-2011</u></b>	<b><u>2011-2012</u></b>
Start	\$ 9.43	\$ 9.43	Open for negotiations
After 3 Months	\$ 10.79	\$ 10.79	Open for negotiations
2 <sup>nd</sup> Year	\$ 12.23	\$ 12.23	Open for negotiations
3 <sup>rd</sup> Year	\$ 12.23	\$ 12.23	Open for negotiations
<b>Head Cook:</b>	\$ 13.38	\$ 13.38	Open for negotiations
<b>Sub Cook:</b>	\$ 9.19	\$ 9.19	Open for negotiations

Head Cooks will be paid \$50.00 per year for doing laundry.

- B. Hours  
A full time cook's normal working day will be 8 hours with one half (1/2) hour off for lunch. Part time cooks will receive the hourly rate of a cook and other benefits will be prorated by the ratio of hours worked to an eight (8) hour day.
- C. Other Benefits  
Insurance coverage - See Addendum B, C and Exhibit A.

**DENTAL PROGRAM**  
**ADDENDUM B**

**CLASS I - BASIC SERVICES**

INCENTIVE PLAN, PAYMENT INCREASES 10% EACH YEAR PROVIDED THE INDIVIDUAL HAS A DENTAL EXAMINATION AND THE RECOMMENDED WORK IS PERFORMED.

PAYMENT BEGINS AT 60%\* AND PROGRESSES TO 100%

Examination  
Cleaning  
Diagnostic X-rays  
Restorative

**CLASS II: PAYMENT AT 60%\***

Oral Surgery  
Endodontics  
Periodontics

**CLASS III - MAJOR SERVICES - PAYMENT AT 60%\***

Freestanding Gold Crowns	Bridges and Repairs
<u>X</u> Included in Class III	
— Included in Class II	Dentures, full and partial

**CLASS IV - ORTHODONTIC SERVICES: LIFETIME MAXIMUM FOR DEPENDENTS TO AGE 19 - \$600  
PAYMENT AT 60%\***

COVERAGE PROVIDED FOR ORTHODONTIC TREATMENT PLANS STARTED PRIOR TO THE EFFECTIVE DATE OF THE PLAN

ANNUAL MAXIMUM: \$1,000 PER PERSON PER CALENDAR YEAR FOR COMBINED CLASS I, II, AND III SERVICES

**COORDINATION OF BENEFITS (C.O.B.)**

External C.O.B. only or Internal and External C.O.B.

DENTAL PROGRAM CONT.

EMPLOYEE ELIGIBILITY:

The above is generalization of the plan's provisions, the policy is the controlling document

\*Reasonable and Customary Charge



