

# **AGREEMENT BETWEEN**

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

**and**

# **RUDYARD COOKS FEDERATION**



**July 1, 2017 to June 30, 2018**

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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 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.

**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**  
**PAYROLL DEDUCTION**

- A. 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.

**ARTICLE V**  
**SENIORITY, VACANCIES, PROBATIONARY EMPLOYMENT, LAYOFF, RECALL**

**SENIORITY**

- A. The Employer shall forward to the Federation a list of all employees within the bargaining unit and their assigned locations no later than August 15<sup>th</sup> 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.
- B. The Federation will meet with the employer no later than September 30<sup>th</sup> of each school year to create/review document that will include: The federation will provide a 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.
- C. 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.
- D. 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.
- E. 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 sent by certified mail as hereinafter outlined unless other arrangement are agreed upon.
- F. The seniority list shall be published and copies furnished to the Union no later than October 7<sup>th</sup> of each school year and within 7 days of any changes or additions.

## VACANCIES

- A. Wherever a vacancy, within the bargaining unit, 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 first attempted to 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 the recommendation of the Food Service Director and Superintendent. This decision is not subject to the grievance procedure.
- C. The position shall be awarded or denied within ten (10) working days after the posting period. Posting of vacancies shall be emailed to the union President and union secretary's when school is not in session.

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.

## PROBATIONARY EMPLOYMENT

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) days 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 VI**  
**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 administrator 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 administrator.
- B. The Board shall make available in each school, lunchroom and restroom facilities for employees to use.
- C. Telephone facilities shall be made available to employees for their reasonable use.
- D. Suitable locked closet space to store coats, overshoes, and personal articles and a key shall be provided.
- E. In the event of an employee's absence, a substitute shall be provided, as worked out among the group members and the Food Service Director.

**ARTICLE VII**  
**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 a representative of the union present 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 representative may be requested by the employee to accompany the employee in such review.

## ARTICLE VIII **SICK LEAVE AND OTHER LEAVES**

### SICK LEAVE

- A. Employees shall be granted (10) 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. Sick leave will only be approved for transfer within/between unions for catastrophic illness. A signed agreement between the Association involved must be delivered to the Business Manager for approval, of available leave time, one pay period prior to the transfer. The Superintendent will have final approval of the available leave time.
  - 3. Employees who end a quarter (excluding the summer quarter) with the same number of hours of sick and personal time they began the quarter with will be paid \$50 as part of a biannual special pay. If the Employee uses no personal leave or sick time for the contract year, there will be an additional \$100 added to the second pay.

### PERSONAL DAYS

Employees have three (3) personal leave days 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. Personal leave shall be prorated for any employee who is hired after the start of the school year.

## BREAVEMENT DAYS

1. Up to five (5) days sick leave may be used for death in the immediate family. Immediate family shall include: father, mother, spouse, parent-in-law, brother, sister, child, grandparents, and 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.
2. Time necessary at the funeral service of a person whose relationship to the employee warrants such attendance.

## JURY DUTY

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

Unpaid leave shall be granted to any employee suffering from an injury or disease compensable under the Michigan Workers 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. 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.

## UNPAID PERSONAL/MEDICAL LEAVE

An employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid sick leave, shall be placed on an extended illness unpaid leave of absence, without pay or benefits, for the duration of his/her disability, but not to exceed one year. An extension of the one-year limitation may be granted at the sole discretion of the superintendent.

## FEDERAL FAMILY LEAVE ACT

Leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, for serious medical conditions affecting themselves or their immediate family, or military qualifying exigencies, as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in the Agreement. The insurance that is continued will include "health, dental and vision."

## UNION LEAVE

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 representatives shall not exceed eight (8) days in any one school year.

## OTHER UNPAID LEAVES

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 IX**  
**MENTAL/PHYSICAL EXAMINATION**

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.

**ARTICLE X**  
**INSURANCE**

- A. The Board shall furnish to all employees the following insurance programs:
1. HEALTH INSURANCE - The Board shall provide a health insurance program for a full twelve (12) month period for the employee's entire family with no interruption of coverage subject to insurance caps. The Health Insurance Benefit offerings will be reviewed annually by an Insurance Review Committee which will recommend any needed changes. The details of the various plans and caps offered to staff will be available through the superintendent's office. When the spouses are both employed by the Board, either one may choose to carry health insurance. After July 1, 2006 when the spouses 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.
  2. DENTAL INSURANCE - The Board shall provide a dental program 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 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 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 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 October 1<sup>st</sup> through October 31<sup>st</sup> will be offered to all employees.
- C. It is understood that even though the contract expires June 30, any employee who is laid-off in June shall have insurance coverage paid for by the Board until August 31<sup>st</sup> or until equally covered by a subsequent employer, whichever occurs first.
- D. The Board shall provide the opportunity for employees to subscribe to additional insurance coverage through payroll deduction.
- E. 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 Association that the benefits or services are equivalent or an improvement to the present programs for the employees.
- F. The District subsidy for health, dental, vision, and long term disability insurance benefits shall be provided to part-time employees on a prorated basis.
- G. 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 may be paid during the year with 26 pays.
- D. After five (5) years' 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.
- E. 8<sup>th</sup> Year and above - \$200 Longevity/year.
- F. 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

- G. 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 a one day's in-service training on food services.
- H. 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 grievant, 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 unless required to be shared by state or federal law.
- 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.

#### 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 grievant 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>2017-18</u></b>
Start	\$ 9.71
After 3 Months	\$ 11.12
2 <sup>nd</sup> Year	\$ 12.78
3 <sup>rd</sup> Year	\$ 12.78
<b>Head Cook:</b>	<b>\$13.98</b>
<b>Sub Cook:</b>	<b>\$ 9.47</b>

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

#### ARTICLE XIV **DURATION OF AGREEMENT**

This Agreement shall be in effect for the period of July 1, 2017 through June 30, 2018.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This Agreement shall be posted on the schools' website page under the Munetrix tab within 30 days of ratification of agree. Hard copies will be given upon request.

#### **EMERGENCY FINANCIAL MANAGER**

An Emergency Manager appointed by law may reject, modify or terminate the Agreement as provided by law. This clause is included in this Agreement because it is legally required by state law. By signing this Agreement, the federation does not waive any right it may have to challenge whether this clause is binding upon the Federation or the Board.

(7) Each collective bargaining agreement entered into between a public employer and public employees under this act on or after March 28, 2013 shall include a provision that allows an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575. Provisions required by this subsection are prohibited subjects of bargaining under this act.

SIGNED

Rudyard Cooks Federation

Jeanny Wilson      9/5/17  
President                      Date

Rudyard Area Schools  
Board of Education

Michelle Perry      8/28/17  
President                      Date

Mark [Signature]      8/28/17  
Superintendent                      Date