

**Rudyard Area Schools  
Food Service Staff  
Compensation Guide 2019-2022**

This Agreement entered into by the Board of Education of Rudyard Area Schools (“District”) and the District’s Food Services Staff (“Employees”) with an effective date of this agreement as July 1, 2019 with an expiration date of June 30, 2022.

The 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 and direct all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion, and to promote, and transfer all such employees.
3. To adopt rules, regulations and policies.
4. 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. To determine the size of the workforce.

The above shall not limit the District rights except those expressly limited by this Agreement.

**PROBATIONARY EMPLOYMENT**

An employee is a probationary employee for the first sixty (60) calendar days during which the employee is present for work. After completion of the first sixty (60) calendar days of work, the District may extend the probationary period for an additional sixty (60) work 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.

**WORKING HOURS, DAYS, AND YEAR  
HOURS**

1. A full-time food service staff normal working day will be 8 hours with one half (1/2) hour off for lunch.
2. An employee shall have the right to reject any assignment in excess of the normal workload.
3. Permission to leave early may be granted by the Food Service Director in the case of emergency.
4. When Cook substitutes for the Food Service Director, the substitute position will be offered to the Cooks on staff first, with priority given to ServSafe certified staff.

**WORKING CONDITIONS**

1. Employees shall be supervised by the Food Service Director.
2. The Board shall make available in each school, lunchroom and restroom facilities for employees to use.
3. Telephone facilities shall be made available to employees for their reasonable use.

4. 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.

## **EMPLOYEE DISCIPLINE, EVALUATIONS AND PERSONNEL FILES**

### **EMPLOYEE DISCIPLINE**

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause.
2. The parties agree to a progressive course of discipline beginning with oral reprimand up to and including discharge for cause; unless the misconduct was serious meriting an increased level of discipline in the District's sole discretion. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action with, and including, immediate discharge.

### **EVALUATIONS**

1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the person involved.
2. Written evaluations will be given by the supervisor at least once a year.

### **PERSONNEL FILES**

1. Each employee shall have the right, upon reasonable request, to review the contents of his/her own personnel file according to policy 8320.

## **SICK LEAVE AND OTHER LEAVES**

### **SICK LEAVE**

1. 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 or terminates prior to the end of the school year.
2. 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 the food service group for illness. A signed agreement between the staff members involved must be delivered to the Business Manager for approval one pay period prior to the transfer. The Superintendent will have final approval. An employee may donate a maximum of five (5) days per fiscal year (July 1-June 30).
  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 workday. Employees shall request a personal day from the Food Service Director at least two days in advance except when the Food Service Director 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 school break 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 or terminates prior to the end of the school year.

## MICHIGAN PAID MEDICAL LEAVE

In accordance with the Michigan Paid Medical Leave Act (“PMLA”) MCL 408.961 *et. seq* employees may use paid sick leave and paid personal leave for any of the following for the employee or family member.

1. Mental or physical illnesses, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, at any related medical care or counseling, victim services or legal services; or relocation.
3. For closure of the employee’s primary workplace by order of a public official; for an employee’s need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the PMLA and shall not provide greater benefits than that allow by the statute.

## BEREAVEMENT DAYS

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.

Time necessary at the funeral service of a person whose relationship to the employee warrants such attendance will be approved by the Food Service Director with final approval by the Superintendent.

## 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. FMLA leave shall run concurrent with Worker's Compensation Leave.

#### 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. Eligible 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, vision, life, and ltd." The leave year will be calculated on a rolling backward basis; except for qualifying military care giving which by law must be calculated on a rolling forward basis.

#### 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.

#### 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 Employee. 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.

#### INSURANCE

1. The Board shall furnish to all employees the following insurance programs:

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.

2. Employees electing not to receive health insurance benefits shall receive a payment in the amount of \$3,000, provided the employee first presents documentation that he/she already has other health insurance meeting the affordability and coverage requirements of the Affordable Care Act. Employees working less than full time shall be eligible for health insurance or in lieu of benefits on a prorated basis.
3. DENTAL INSURANCE - The Board shall provide a dental program for all full-time employees and part-time employees working half-time or more, and their eligible dependents.
4. 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, and their eligible dependents.
5. 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.
6. 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 workday 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.
7. 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.
8. 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.
9. The Board shall provide the opportunity for employees to subscribe to additional insurance coverage through payroll deduction.

10. 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 insurance committee that the benefits or services are equivalent or an improvement to the present programs for the employees.
11. The District subsidy for health, dental, vision, and long-term disability insurance benefits shall be provided to part-time employees on a prorated basis.
12. 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.

### **MISCELLANEOUS PROVISIONS**

1. This guide 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 guide.
2. This guide shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms. The provisions of this guide shall be incorporated into and be considered part of the established policies of the Board.
3. If any provision of this guide or any application of this guide 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.

### **COMPENSATION**

The salary schedule is based upon the normal hourly workload, as defined above.

Employees may be paid during the year with 26 pays.

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 their classification of accumulated sick leave to a maximum of one hundred and thirty (130) working days.

Longevity of \$200.00 each year for food service staff with eight or more years of service. Longevity pay will be paid on the last scheduled pay of the school year.

### **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. Easter vacation and/or Spring Break.
4. Memorial Day

5. Labor Day
6. Christmas Day
7. New Year's Day

\*If it is necessary to require the scheduling of additional days of student instruction to meet the 180-day requirements, employees will report to work for their regular scheduled hours without compensation.

1. 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 workday during the school year. Cooks will be paid for one (1) day where they will participate in a one-day in-service training on food services.
2. A Cook, who takes over for the Food Service Director/Head Cook on a temporary basis, will be paid \$1.00 more per hour than their current rate of pay.

**Wage Schedule for Cashier/Dishwasher/Kitchen Worker**

	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Starting	10.75/hour	10.80/hour	10.85/hour
1 Year	11.00/hour	11.15/hour	11.30/hour
2 Years & Up	11.25/hour	11.40/hour	11.55/hour

**Wage Schedule for Cooks**

	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Starting	13.05/hour	13.20/hour	13.35/hour
1 Year	14.25/hour	14.40/hour	14.55/hour
2 Years & Up	14.50/hour	14.75/hour	15.00/hour
<b>Sub of any position</b>	10.75/hour	10.80/hour	10.85/hour

Any employee adding more hours to their day, to help cover an absence, will be paid the same hourly rate they are currently being paid.