

MASTER AGREEMENT

between the

New Haven Schools
Food Service Employees

and the

NEW HAVEN SCHOOLS
BOARD OF EDUCATION

2011-2012

2012-2013

2013-2014

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RECOGNITION

This Agreement, entered into this 1st day of NOVEMBER 2011, by and between the Board of Education of the New Haven Community Schools, herein after called the "Board" or the "District" and the New Haven Food Service Employees.

ARTICLE 1: COVERAGE

- A. This Agreement covers the positions of cooks, head cooks, van drivers, and others coming under the direct supervision of the Director of Food Services.
- B. This Agreement does not cover or extend to employees serving in a substitute and/or temporary capacity.

ARTICLE 2: RIGHTS OF PARTIES

- A. The Board and the Association agree that all employment decisions will be made in a nondiscriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination, or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status or disability. Equal pay shall be given for equal performance of jobs requiring equal skill, effort, and responsibility.
- B. In the construction of words used in this Agreement whenever the female gender is used, it shall also be construed to include the male gender.

ARTICLE 3: BOARD POWERS

- A. The Board, on its behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and control of the school system and its properties and facilities and the activities of the employees;
 - 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;

- 3. To determine hours of employment, duties, responsibilities and assignments of all employees under this Agreement and the terms and conditions of their employment.

- B. The exercise 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 by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.

ARTICLE 4: HOURLY WAGE

A. Cooking/Baking Designations

Positions so classified by the Food Services Director, shall receive Twenty Five Cents (\$0.25) per hour above the hourly wage scale. These positions are: Head Cook, Assistant Head Cook, Baker, and Van Driver. These positions are currently at the main production kitchen in the High School building. These positions are so designated by their responsibilities in the preparation and organizations of items needed daily at the satellite kitchens.

The decision of the Food Services Director in making such assignments shall be final subject to the Superintendent and/or Board review.

- B. Hourly Wage Scale – This is a three (3) year contract with a zero percent increase in 2011-12, 2012-13 and 2013-14. Steps will be accrued but not paid.

Step	2011-12	2012-13	2013-14
	0.00%	0.00%	0.00%
Probationary	\$7.82	\$7.82	\$7.82
1	\$9.65	\$9.65	\$9.65
2	\$10.30	\$10.30	\$10.30
3	\$10.50	\$10.50	\$10.50
4	\$10.71	\$10.71	\$10.71
5	\$11.35	\$11.35	\$11.35

Increment or step changes will be made annually on July 1st.

C. Job Openings

1. Postings: New positions or positions resulting from terminations or resignations shall not be filled, except on a temporary and/or emergency basis, until they have been posted within all buildings in the District for a period of ten (10) days.
2. Filling Vacancies
 - A. Any employee, including substitutes, may apply for a vacancy. In filling vacancies the Board agrees to give due consideration to the background, length of time in the District's employ, degree of skills of all applicants, recommendations of the Food Service Director, and other relevant factors.
 - B. District candidates must make written application as per posting directions. Qualifications, performance, ability being equal, the seniority of the employee will then receive first consideration when the District's decision is to fill from within.
3. Promotion: An employee promoted to a new position or classification shall receive a sixty (60) day trial period in the new position. If either the individual or the District feels, during this period, they are not suited to the position, the individual shall return to his/her former job with his/her pay adjusted accordingly if a pay grade change was involved.

ARTICLE 5: RETIREMENT AND BEREAVEMENT

A. Benefits:

1. Retirement: Any food service employee who retires under the above or under provisions of social security will be paid Twenty Five Dollars (\$25.00) for each unused sick leave day accumulated once the district receives confirmation of retirement from MPSERS.

For employees who have reached the maximum accumulation of ninety (90) days, the Board agrees to "buy back" those excess days by paying the employee the Twenty Five Dollars (\$25.00) per day for those days in excess of ninety (90) days that the employee has on June 30 of the year. Pay for these days will be made on the first pay following June 30.

2. Assignment of Benefits Upon Death: If an employee dies while actively employed by the District, any benefits for which he/she qualifies shall be paid to

his/her estate or beneficiary according to the terms, conditions, and/or discretion's designated with regard to retirement.

B. Bereavement

1. In the event of the death of a food service employee's children, mother, father, sister, brother, grandmother, grandfather, grandchildren, brothers-in-law, sisters-in-law, current spouse, or current spouse's parents, he/she will be given a maximum of three (3) days off with pay, not deductible from sick leave.
2. In the event of the death of the food service employee's or current spouse's uncles, aunts, nephews, nieces, and first cousins or any member of his/her household, he/she will be given a maximum of two (2) days off, deductible from accumulated sick leave.
3. Either of the foregoing provisions may be extended by the Superintendent or his/her designee if, in his/her judgement, the time limits stated herein are not sufficient to allow for the adjustments and demands encountered at the time of bereavement. Such extensions of time shall be deductible from the individual's accumulated sick leave.

ARTICLE 6: SENIORITY

- A. Definition: Seniority is defined as an employee's position relative to all other employees in the bargaining unit as determined by his/her continuous length of service to the District, ability, training, and experience as a food service employee.
- B. Probationary Employees:
1. New employees shall be considered probationary for the first ninety (90) working days of employment.
 2. Probationary employees shall not be entitled to seniority status.
 3. Upon completion of probation, if the individual has been continuously employed during such time, the employee shall gain seniority status retroactive to his/her first (1st) day of hire. If the individual, however, has not been continuously employed, his/her seniority status shall commence with the date of his/her ninety-first (91st) day of employment with the District.
 4. Probationary employees may be discharged at any time without recourse and at the sole discretion of the Board.

- C. Substitute Personnel: Substitute personnel are not covered by the provisions of this Agreement and do not have or accumulate seniority rights.
- D. Loss of Seniority: An employee shall lose seniority for the following reasons if he/she:
 - 1. Resigns.
 - 2. Is discharged and the discharge is not reversed.
 - 3. Is absent for five (5) consecutive working days without notifying the Food Service Director or the Superintendent or his/her designee.
 - 4. Has falsified his/her employment application.
 - 5. Retires

ARTICLE 7: GRIEVANCE PROCEDURE

A. Definitions

- 1. Days – Shall refer to working days.
- 2. Grievance – An alleged violation, misinterpretation or misapplication of provisions of this Agreement.
- 3. Immediate Supervisor – The Food Service Director.

B. Grievance Process: Bypassing any of the steps herein outlined will be grounds for denying a grievance.

Step One, Immediate Supervisor: Within three (3) days of the alleged grievance or of the date the employee could reasonably have been expected to be aware of the conditions leading to it, the grievant may discuss the complaint with the Food Service Director. If the matter is not resolved to the satisfaction of the grievant, he/she has three (3) days from the date of the meeting with the Director to resubmit his/her grievance in writing. The Director shall have three (3) working days to respond to same in writing with a copy to the Superintendent.

Step Two, Appeal Directors Decision: The grievant shall have three (3) days from the date of receipt of the Director's decision to appeal it, in writing, to the Superintendent or his/her designee.

Within five (5) days of receipt of the written appeal the Superintendent or his/her designee will arrange to meet with the grievant to discuss the appeal. Within five (5) days of this meeting the Superintendent or his/her designee will give his/her written response to the grievance.

Step Three, Appeal of the Superintendent's Decision: The individual shall have three (3) days from the date of receipt of the Superintendent's decision to appeal to the Board of Education. The appeal shall be in writing, specifying objections to the Superintendent's decision and be directed to the Secretary of the Board. The Secretary shall then have fifteen (15) days from the date of receipt of the appeal to arrange for a meeting to discuss the grievance. The Secretary of the Board will inform the individual, in writing, within thirty (30) days of its decision. The decision of the Board shall be considered final.

ARTICLE 8: REGULAR AND OVERTIME HOURS

- A. Regular Hours – The regular hours each food service employee shall work, shall be determined by the Food Service Director at the time the employee is assigned a position.
- B. Over Time Hours
1. Any hours worked after forty (40) hours in one (1) week shall be compensated for at the rate of one and one-half (1 ½) times the regular hourly rate.
 2. Individuals working banquets who have not worked forty (40) hours per week will be paid twenty-five cents (\$.25) per hour additional for banquet hours were the work is performed over and above their normal shift. All banquet items shall be prepared after the regular shift has been completed unless mutually agreed to otherwise by the Director and the individuals working the banquet.
- C. Adding Staff: Before adding new employees to the food service staff, regular employees working less than a forty (40) hour work week will be given the opportunity to work more hours.

ARTICLE 9: FRINGE BENEFITS

- A. Work Hours:
1. Employees Reduced by Management to Part-Time Status: Employees whose work hours are reduced, but not including those who request less hours, by the District to part-time, shall continue, for the balance of the school year, to earn vacation time, sick leave, paid holidays, etc., but in proportion to their new schedule of work hours.
 2. Voluntary Reduction in Hours: Employees who request to work less hours who fall below the minimum hours stated within the various articles and sections of this Agreement for the earning of vacation time, sick leave, paid holidays, etc., shall not be eligible to continue earning such benefits.

B. Breaks: Provided the employee works four (4) or more hours per day he/she shall be entitled to one (1) fifteen (15) minute break per day. This break shall only be taken within the regularly scheduled daily work hours.

C. Uniforms

1. The Board will pay, within the first month of the school year, one hundred twenty five dollars (\$125.00) to each employee to help defray the cost of uniforms and shoes.

All employees shall furnish receipts for the purchase of uniforms and shoes to the Superintendent's office on or before October 15th of each year.

2. In the event an employee does not complete the full school year, the employee shall return to the Board a pro-rata portion of the uniform allowance, determined on a monthly basis, which the Board may deduct from the employee's final pay.
3. Uniforms and shoes shall conform to the requirements of the Food Service Director and will be replaced when the Director so designates.

D. Sick Leave –Upon reporting for work the first day of the school year for food service employees, individuals will earn one (1) day of sick leave. Thereafter, he/she shall earn sick leave at the rate of one (1) day per month. The maximum number of days earned per year shall not exceed ten (10) days. Unused days shall accumulate from year to year up to a maximum accumulation of ninety (90) days.

Days earned will be in proportion to the hours worked, i.e., a person working three (3) hours will earn ten (10), three (3) hour days, etc.

Whenever five (5) or more consecutive compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.

E. Personnel Business Days. Employees will be allowed two (2) personal business days per year. Days earned will be in proportion to the hours worked (i.e. a person working three (3) hours per day will earn two (2), three (3) hour days, etc.). It is understood that such days:

1. Are for pressing and unavoidable business that cannot be transacted at other than normal work time.
2. Shall not be used for recreational activities.
3. Except in cases of emergency will be applied for, in writing, at least five (5) days in advance.

4. Unless approved in advance, due to extenuating circumstances, such days may not be taken immediately before or following a scheduled break.

Personal business days not used during a work year shall be converted into sick days and be accumulated per the terms of Article 9, Section D of this contract.

Whenever five (5) or more consecutive compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.

- F. Dental Insurance: Employees working six (6) or more hours per day shall be eligible for Dental insurance coverage, 50-50 plan, from a Board selected carrier, at Board expense.

- G. Vacation Time: Provided the individual works at least a minimum of (4) hours per day, twenty (20) hours per week, per school year, he/she shall be entitled to paid vacation as follows:

1. Beginning the second (2nd) year of employment through the fifth (5th) year of employment, five (5) days per year earned on the basis of one-half (1/2) day upon reporting for work the first (1st) day of the second (2nd) school year of employment, and thereafter, one-half (1/2) day per month of employment.
2. Beginning the sixth (6th) year of employment, ten (10) days per year, earned on the basis of one (1) day upon reporting for work the first (1st) day of this sixth (6th) year of employment and, thereafter, one (1) day per month of employment.

Vacation time may be used when school is closed and the individual would normally not receive a check. Vacation days may not be used on days when school is closed due to inclement weather. Employees will complete the required district forms and give the Food Service Director at least two (2) days notice of intent to take vacation day(s).

- H. Earning Sick Leave and Vacation Time: To be eligible for the earning of sick leave days and vacation time as described in Section D and G of this article, the individual must receive a paycheck for at least fifty-one per cent (51%) of the paid days per month.

- I. Paid Holidays: Provided school is not in session for students, employees (both probationary and non-probationary) working at least a minimum of four (4) hours per day, twenty (20) hours per week, per school year, will be granted the following paid holidays provided they have worked the last regularly scheduled day before and the first regularly scheduled work day after the holiday.

1. Labor Day – provided school has started for students
2. Thanksgiving Day
3. Day after Thanksgiving

4. Day before Christmas
 5. Christmas Day
 6. Day after Christmas
 7. New Year's Day
 8. Martin Luther King Birthday
 9. Good Friday
 10. Memorial Day
 11. Employees Birthday (if not on a regular work day or while school is not in session to be scheduled with the supervisor)
- J. Longevity. Longevity payments of thirty-five dollars (\$35.00) per year of service to the district for each year past five (5) (i.e. not the first five years – reaching to top of the salary schedule) in this district, will be paid to all food service employees covered under this agreement who work more than twenty (20) hours per week. Longevity payments will be made on the last payroll of June each school year.
- K. Attendance Incentive. Each employee, working more than twenty (20) hours per week, who does not take any sick or personal leave time off during regularly scheduled work hours, will be paid an attendance incentive of Fifty Dollars (\$50.00) on the first pay after June 30.

ARTICLE 10: MISCELLANEOUS PROVISIONS

- A. School Closings: When school must be cancelled, because of inclement weather or other reasons, Food Service employees shall not be required to report for work unless requested by the Food Service Director or the Superintendent.

Employees shall be paid for no more than two (2) days cancelled for inclement weather in any school year, at a rate and hours not to exceed their daily assignment. This relates only to days when school is cancelled due to inclement weather and are not accumulated from year to year. To be eligible for such payment, the individual must be employed a minimum of twenty (20) hours per week. The first inclement weather day will be an unpaid furlough day.

- B. Use of Personal Vehicle: If an employee is required to use his/her personal vehicle for school business, he/she shall be reimbursed at the IRS mileage rate per mile as approved by the Superintendent and his/her designee.
- C. Workers' Compensation: Regular employees shall be covered under the applicable Workers' Compensation statutes. In the event of an on-the-job injury in which the employee is entitled to benefits under the Act, the balance of his/her average weekly earnings not covered by the Act shall come from earned sick leave. This portion of his/her sick leave shall then be deducted from his/her accumulated days of such.

- D. Retirement Benefits: As long as mandated by State statute the District agrees to maintain coverage of employees under the Michigan Public School Employees' Retirement Fund.
- E. Added Contracts: The Food Service Manager will not accept added contracts from agencies outside of the New Haven School District without consulting the staff involved.
- F. Non-negotiated additional benefits that are federally mandated will be paid by the employee up to the maximum of the law.
- G. All payroll checks will be direct deposit with electronic paystubs available on-line.
- H. Recognizing that the district is facing continuing financial challenges because of state school aid cuts, the parties agree that if an emergency financial manager is appointed by the Michigan Department of Education for the district during the term of this contract, that they will meet to review what, if any, mutually agreeable changes in the wages, hours, terms, and conditions of employment that are provided for herein are appropriate and necessary.

ARTICLE 11: TERMINATION DATE

- A. This Agreement shall be in effect for a three year period, November 1, 2011 through June 30, 2014.

ARTICLE 12: UNPAID LEAVES OF ABSENCE

- A. Process and Time Limits: The Board of Education will consider requests for leaves of absence for a period of six (6) months to one (1) year based upon written requests stating the reason and the desired length of the leave. The decision to grant or not grant a leave rests solely with the Board of Education.
- B. Exclusions: As a general rule the Board of Education will not consider requests for leaves for the purpose of trying employment outside the school district.
- C. Fringe Benefits, Salary and Seniority: Leaves granted by the Board of Education shall be without pay, fringe benefits, and seniority accumulation. The individual's seniority shall be frozen at the level attained prior to the leave and shall resume accumulation on the day the individual returns to work from the leave. No credit shall be granted toward seniority or placement on the salary schedule for time spent on leave.
- D. Termination: At least thirty (30) days prior to the termination date of the leave the individual shall:

1. Request, in writing, an extension of the leave; or
2. Provide written notice to the Superintendent of his/her intention to return.

Failure to take one of the above actions within the thirty (30) day time period shall be considered as a resignation of the employee on leave and shall free the District to fill said position on a permanent basis.

- E. Filling the Position: The vacancy created by the Board's approval of a leave request shall be posted as a temporary vacancy and shall be filled on a temporary basis only.
- F. Whenever five (5) or more consecutive non-compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.

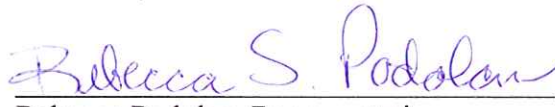
Witness of: IN WITNESS WHEREOF, the undersigned have affixed their signatures.

FOR THE BOARD

FOR THE FOOD SERVICE EMPLOYEES




Kenneth Thompson, President




Rebecca Podolan, Representative



Regina Patton, Secretary



Kathryn Hood, Representative



Keith D. Wunderlich, Ed.D.
Superintendent of Schools