

RAVENNA PUBLIC SCHOOLS

FOOD SERVICE PERSONNEL

M A S T E R      A G R E E M E N T

2009-2010

2010-2011

2011-2012

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PREAMBLE

This agreement entered into this 1st day of **July, 2009**, by and between the Board of Education of Ravenna Public Schools, Ravenna, Michigan, hereinafter called the "District" and the Food Service Personnel, hereinafter called the "Group".

ARTICLE I

BOARD OF EDUCATION RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the district of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. Its membership agrees to adhere to the Board's decisions in these matters. A complete copy of the Codified Board Policies will be provided the spokesperson for the Group for its files. Such rights shall include by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment, and its operations.
  - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
  - 3. Direct the working forces, including the right to hire, promote evaluate, discipline, transfer and determine the size of the work force.
  - 4. Determine the services, supplies, and equipment necessary to continue its operation.
  - 5. Adopt reasonable rules and regulations.
  - 6. Determine the qualifications of employees including health qualifications.
  - 7. Determine overall goals and objectives as well as the policies affecting the educational programs.
  - 8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, building, departments, divisions or subdivisions thereof and the relocation or closing of

offices, departments, divisions or subdivisions, buildings, or other facilities.

9. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

## ARTICLE II

### EMPLOYEE RIGHTS

- A. The District agrees to the employees' rights with respect to hours, wages, terms and conditions of employment conferred by laws of Michigan or the Constitutions of Michigan and the United States. The Board will not discriminate against any employee by reason of:
  1. Membership in the Group.
  2. Participation in activities of the Group, including collective negotiations with the Board.
  3. Institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights and resultant responsibilities granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. An individual employee may present a grievance and have the grievance adjusted without intervention of the Group. The Group representative shall be given the opportunity to be present at such adjustment to determine that the adjustment is not inconsistent with the terms of this Agreement.
- D. The parties recognize that the availability of good school facilities for both student and employee is desirable to insure a high quality of education.
  1. The District shall make available in each building, as far as possible lunchroom restroom, and lavatory facilities for employee use.

2. Telephone facilities shall be made available to employees for their use.
3. Vending machines may be installed in employee rooms at the request of the Group; the profits to be used as designated by the employees using the facility.
4. Sufficient parking space shall be made available to employees for their use. Snow will be removed to provide parking and walkways.
5. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, or membership in or association with the activities of an employee organization. The District and the Group pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.
6. One fifteen (15) minute coffee break per day will be granted each employee who works four hours or more per day. This shall not apply to part time employees working less than four hours.
7. The District shall provide Worker's Compensation, as required by law, which will pay as damages because of bodily injury or disease to any employee of the District arising out of and in the course of his/her employment by the District.

### ARTICLE III

#### NEGOTIATION PROCEDURES

- A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representative from within or outside the school district. The parties mutually pledge that representatives selected shall have authority to make and consider proposals and concessions in the course of negotiations or bargaining, subject only to ultimate ratification. Any final agreement between the parties must be ratified by a majority of the membership of each

party.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. Definition

1. A "grievance" is a claim, based upon an employee's belief that there has been a violation or misapplication of any provision in this Agreement. The "grievance procedure" shall not apply to any matter which is prescribed by law, or state regulations, or over which the District is without power to act. No District prerogative shall be made the subject of a grievance.
2. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure.
3. The "grievant" is the person or persons making the claim, or the Group.
4. The term "days" shall mean work days.

#### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

Recognizing that there are other potential areas of disagreement which would be non-contractual matters, a communications medium for resolving these problems in the interim between contract negotiations is established.

#### C. Structure

1. The District hereby designates the Superintendent as its representative.
2. A grievance shall be filed on a form which is acceptable to the Group and District.

#### D. Time Limits

1. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be compressed or extended, in writing, by mutual consent.

2. If an employee does not file a written grievance within twenty (20) days after the act or conditions on which the grievance is based occurred, then the grievance shall be considered waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be the same as declining the right to appeal through this grievance procedure.
4. Failure by the administration to respond within the time limits shall cause the grievance to be advanced to the next level at the option of the grievant.

#### E. Procedures

1. Within five (5) days of the receipt of the written grievance the designated representative of the District shall meet with the Group in an effort to resolve the grievance. Affected employees may or may not be present at such meeting. If the grievance is transmitted directly to the Superintendent he shall have ten (10) days from receipt to resolve it. If the grievance cannot be resolved by the Superintendent, it shall be transmitted to the secretary of the Board, with a statement of reasons for the action taken.
2. Within twenty-five (25) days from the original receipt of the written grievance described in the paragraph above, the Board shall pass upon the grievance described in the paragraph above. An extension of not more than three (3) days may be granted in writing by the Group if a regular Board meeting is scheduled within this time extension. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance. The Board may prescribe such procedure as it may deem appropriate for consideration of the grievance. In no event, except with express written consent of the group, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.
3. If the decision of the Board is not satisfactory, the grievance may be submitted to mediation as provided by law.
4. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost.
5. For administrative convenience, the District may cause complaints which may be the subject of grievances under this Article first to be presented to a department head,

principal, or other school employee, for informal processing, in order to reduce the number of formal grievances handled under the grievance procedures. Exhausting of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department supervisors, principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.

6. In the event that controversy arises between individuals and grievances have not been filed as provided herein, the District or its representative reserve the right to initiate conferences between individuals and the group committees.

## ARTICLE V

### EMPLOYMENT HOURS

- A. The District recognizes the principles set forth in the Fair Labor Standards Act as amended in 1966.
- B. Any employee desiring to absent himself/herself from work during prescribed working hours must clear such absence with his/her immediate supervisor.

## ARTICLE VI

### EMPLOYEE EVALUATION

- A. All monitoring or observation of the work performance of an employee shall be conducted openly by the administration.
  1. All food service employees will be evaluated semi annually. Frequency of evaluations may be increased if in the judgement of the supervisor, such evaluations are needed to improve performance. The employee will receive a copy of the evaluation and one copy will be placed in their personnel file. Evaluations will be completed by May 30 of each school year.
  2. The supervisor of food service, with input from the building principal, will evaluate all food service personnel.
  3. Employee will be paid for ½ hour for their evaluation.
- B. Each employee shall have the right, upon request, to review the contents of his/her own personnel file with the administration.



- C. An employee shall at all times be entitled to have present a representative of the Group when he/she is being reprimanded or disciplined. The administration shall secure a Group representative before immediate action is taken to reprimand or discipline an employee. The employee may be allowed ten (10) days to secure a Group representative of his/her choice to review the action.
- D. No employee shall be disciplined, reprimanded, demoted, or deprived of any advantage without just cause. The employee shall be given an opportunity to review any adverse evaluation, file a reply, and to meet with the Superintendent and the employee's supervisor to discuss the matter.
- E. Employees shall be reprimanded in private, except as stated in C. above.
- F. All new employees shall serve a 30 working day probationary period before becoming eligible for regular employment and fringe benefits. It is understood, management has the right to terminate a probationary employee if their performance is judged to be unsatisfactory.
- G. Present employees seeking a new position within Food Service shall serve a 30 day trial period during which time the employer shall determine if the employee is qualified. Both the employer and employee shall have 30 days to determine if the employees previous assignment would be more suitable.

## ARTICLE VII

### PROTECTION OF EMPLOYEES

- A. The District recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the system's schools.
- B. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The District will provide legal counsel to advise the administration and the employee of their rights and obligations in connection with handling of the incident by law enforcement and judicial authorities provided; however, that in the event an employee is finally adjudged guilty of a crime in connection therewith by a court of competent jurisdiction, the District shall be reimbursed by the employee for any out-of-pocket expense it has incurred in behalf of the employee in said case.
- C. Time lost by an employee in connection with any incident mentioned in Article VII shall not be charged against the employee unless the employee is adjudged guilty by a court of competent jurisdiction.
- D. Any major complaints by a parent of a student directed toward an

employee shall be promptly called to the employee's attention.

- E. Employees complying with the District rules and regulations who are acting in the line of duty with respect to maintenance of control and discipline shall be given support and assistance by the District.

## ARTICLE VIII

### VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy or new position in the district shall occur, the District or its agent shall publicize the same by giving written notice of such vacancy to the Group spokesman who shall provide the posting in every school building. These notices shall be distributed to Group representatives at the same time as mailings are made to advertising agency and/or placement offices. Any employee may apply for such vacancy. In filling such vacancies, the District agrees to give due weight to the educational background, training and attainments of all applicants, the length of time each has been in the school system of this district, and other such relevant factors. The District maintains the right to hire the most qualified applicant for a position either from within or outside of the bargaining unit. If the District determines the two most qualified applicants are from within the system, seniority shall prevail in determining who will be employed.
- B. The District declares its support of a policy of promotions from within its own staff, including promotions to supervisory and executive levels.
- C. Transfers can be requested by the employees but would be honored only if cooks and administration involved agree. On a major layoff, length of service shall prevail in determining retention.
- D. Since the frequent transfers of employees from one school to another is disruptive of the educational process and interferes with optimum employee performance, the parties agree that unrequested transfers of employees are to be minimized.
- E. When a regular food service employee is absent and requires a sub, regular employees with less hours in that building would have the opportunity to sub that job before a substitute would be called. A substitute would then be called for the vacant position.

## ARTICLE IX

### LEAVES OF ABSENCE

- A. Sick Leave

1. One day sick leave per month of employment with unlimited accumulation but shall only use a maximum of 135 days per year.
2. Sick leave may be used for personal illness and illness or death of a member of the employee's family. The "family" shall be construed to mean a father, mother, wife, husband, sister, brother, child, mother-in-law, or father-in-law. There shall be a four day limit per year for family illness and a five day limit for death in the family. Subject to extenuating circumstances, these limits may be extended with administrative permission.
3. If any employee of this group wishes to attend the funeral of any person other than a family member as defined in Paragraph 2, without deduction of salary, permission to do so shall be secured first from the food service supervisor, who will forward the request to the superintendent. Such absences without loss of salary shall be deducted from the days of accumulated sick leave.
4. Sick day accrual shall be prorated based upon hours worked when an employee moves to a new position. That is a 2 hour per day person earns 2/6ths of a sick day while a 6 hour per day employee earns a sick day per day worked.

#### B. Extended Leave

Any employee whose personal illness extends beyond the period compensated under Paragraph A. 2 shall be granted a leave of absence without pay for such time as is necessary for recovery from illness certified by a statement from a doctor selected by the District. Upon return from leave, an employee shall be assigned to the same position or an equivalent position if available. Employee replacements shall be considered temporary for the duration of granted leaves of absence.

#### C. Court/Education Leave

Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:

1. When an employee is called for jury service, he/she shall receive the difference between Jury pay and his/her regular salary.
2. When an employee is called as a witness in any case connected with the employee's employment or the school.
3. When an employee is attending an approved educational conference, convention, group meeting, or school visitation.

4. When an employee uses time necessary to take the selective service physical examination.

D. Professional Leave

1. Leaves of absence without pay shall be granted upon application for study, research, or special assignment involving advantage to the school system.
2. All personnel on approved leave will report their status monthly to their supervisor whether they are available to return to work. The supervisor and superintendent shall decide whether to continue the leave or recommend termination of employment.

E. Personal Business Leave

Each employee will be granted two days of personal business leave each year providing that the days cannot be used the day before or the day after a holiday, holiday connected weekend, or vacation period. This leave may be used for personal business. A form must be completed requesting leave for any of the following:

- \_\_\_\_\_ Family Emergency
- \_\_\_\_\_ Legal
- \_\_\_\_\_ College/University Counseling
- \_\_\_\_\_ Other Personal Business

Such leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for himself/herself or for anyone else. The employee must give at least forty-eight hours notice in advance of the day he/she would be absent except in emergencies. The number of employees who can use their personal business day on the same date shall be determined by the Food Service Director. A per diem deduction will be made from the employee's pay if such notification is not given. All requests for personal leave will be recommended by the Food Service Director and forwarded to the superintendent. His decision will not be grievable.

Unused personal business days will be added to accumulated sick days.

F. Other Leave Provisions

1. No sick leave for the current year will be paid to an employee before starting to fulfill the terms of his/her contract.
2. Absences not covered by the sick leave, emergency leave, or personal leave policies will result in a deduction in pay computed on a per diem basis.

3. All accumulated leave time shall terminate upon severance of employment. However, if alleged contract or discipline violations which prompted severance prove to be unwarranted, all accumulated leave due said employee shall be reinstated.
4. The district agrees at all times to maintain a list of substitutes. Employees shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability. It shall be the responsibility of the administration to arrange for a substitute or make other provision before school convenes.
5. If an emergency and/or act of God necessitates the closing of the Ravenna Public Schools, and employees are required to work, they will be paid their regular wages for hours worked.

## ARTICLE X

### COMPENSATION

- A. The salaries covered by this Agreement are set forth in this article. Such salary schedules shall remain in effect during the term of this Agreement.
- B. Employment Schedule
  1. Personnel engaged during the school day in the following named activities shall be released from regular duties without loss of salary: negotiations in behalf of the Group with a representative of the District, or participation in any grievance negotiation, including mediation with any representative of the District.
  2. Employees may be released from duties without loss of salary for the purpose of participating in approved area or regional meetings of the Group. The Group will reimburse the District substitute costs.
- C. The following appendices are incorporated herein be reference as if each appendix were written out hereunder in full:
  - A. Salary **2009 - 2010** Appendix A
  - B. Salary **2010 - 2011** Appendix A

- C. Salary **2011 - 2012** Appendix A
- D. Fringe Benefits Appendix B

ARTICLE XI

NO STRIKE CLAUSE

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Group accordingly agrees that it, or any of its members, will not, during the period of this Agreement directly or indirectly engage in any strike or work stoppage activities directly affecting the Ravenna Public Schools. Strikes and work stoppages shall be deemed to include, but are not limited to: slow downs, sit-ins, concerted mass sickness, or interference with the operations of this school district. This includes picketing or demonstrating of any kind during school hours. The Group further agrees that it will not engage in any sanction activities or other terms of boycotts within the school district or during school hours.
- B. Employees, or the group, found in violation of this agreement are subject to discipline including discharge or suspension without salary, and may be held liable by the District for any and all damages, injuries and cost incurred.

ARTICLE XII

DURATION OF AGREEMENT

- A. This Agreement shall supersede any rules, regulations, or practices of the District 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 District.
- B. Copies of this Agreement shall be printed and presented to each employee.
- C. If any provision of this Agreement or its application to any employee or group of employees shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- D. This Agreement shall not be effective until approved by the Group and the Board of Education.

- E. A Board of Education approved job description will be developed and will be an expressed part of this Agreement.

APPENDIX A

SALARY SCHEDULE

FOOD SERVICE PERSONNEL

	<u>2009-10</u>		<u>2010-11</u>		<u>2011-12</u>
1	\$10.48		\$10.74		\$11.01
2	\$10.80		\$11.07		\$11.35
3	\$11.15		\$11.43		\$11.72
4	\$11.53		\$11.82		\$12.12
5	\$11.89		\$12.19		\$12.49
6	\$12.27		\$12.58		\$12.89
7	\$12.61		\$12.93		\$13.25
8	\$12.97		\$13.29		\$13.62
9	\$13.33		\$13.66		\$14.00
10	\$13.70		\$14.04		\$14.39
11	\$14.04		\$14.39		\$14.75
12/MORE	\$15.49		\$15.88		\$16.28

1. Substitute employees shall be paid the national established minimum wage and will be provided with at least two hours pay.
2. Part time cooks should receive the hourly rate of their experience step on the scale. They will be moved up to the next step when they earn **935 hours**.
3. For after hours kitchen work, the cook(s) will be paid regular wages.
4. In the event that an employee quits their food service position with the schools, and later returns to food service employment, it is understood they will return at step one on the salary scale.
5. If a cook is required to attend to matters in a kitchen when school is closed, he/she shall be paid on an hourly basis equivalent to his/her pro-rata hourly salary. This day shall not be counted in the 176 day requirement

for full salary. If school is closed for weather emergencies after the start of school on any given day, employees who are at work shall receive compensation for that day.

6. Catering wages shall be paid at regular pay scale unless the employee exceeds 40 hrs. in a week. In that event, time and one-half shall be paid for hrs. exceeding 40.
7. All regular food service employees whose salary is determined on the Salary Scale shall not suffer loss of wages when school is closed due to "Act of God" up to a maximum of five (5) days. The Food Service Director may require employees to work their regularly scheduled hours on "Act of God" days. However, if the District is required by law to make up such days, said days will be made up at no additional cost to the District.
8. All time worked (regular and additional hours including catering) shall count toward the **935 hour** requirement for moving up a step on the salary scale. The food service supervisor shall keep a tally of hours earned toward the step for each employee and forward a recommendation to the business office two weeks in advance of the step adjustment.
9. All food service employees that work breakfast shall be paid a minimum of 1 hour of work.
10. There will be one lead person designated per kitchen. Duties will be outlined by the supervisor. The lead person in each kitchen will receive an additional \$.25/per hour on their salary step.

## APPENDIX B

### FRINGE BENEFITS

#### I. Benefits

- A. An employee with ten (10) years or more service in Ravenna Public Schools Food Service Unit and working 2 hours or more per day would receive upon retirement \$10 per day for the first 75 days of accrued sick leave and \$15 per day for 25 days after 75 days.
- B. Terminal Leave  
  
An Employee with fifteen (15) years or more service in Ravenna Public Schools will receive, upon retirement, six percent (6%) of his/her step on the salary schedule.



Such retirement must be in accordance with the requirements set forth by the Michigan Public Schools Employment Retirement Board.

II. Holidays and Additional Vacation Days

- A. Paid holidays shall be: Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Memorial Day, Labor Day. Good Friday - Food Service employees shall be paid a full days wages when school is in full day session. If school is scheduled for ½ day and food service employees do not work, they shall be paid a days wages.

III. Uniforms

- A. An employee will be reimbursed up to \$100 on odd numbered years for uniform purchases. Items must be approved by the supervisor prior to purchase.

ARTICLE XII

TERMINATION CLAUSE

This agreement shall be effective as of **July 1, 2009**, and through **June 30, 2012**. The terms of this agreement shall continue unchanged for the life of this agreement.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their authorized representatives as of the 10th day of August, 2009.

FOOD SERVICE PERSONNEL

BOARD OF EDUCATION

BY \_\_\_\_\_  
NEGOTIATOR

BY \_\_\_\_\_  
PRESIDENT

BY \_\_\_\_\_  
NEGOTIATOR

BY \_\_\_\_\_  
SECRETARY

BY \_\_\_\_\_  
NEGOTIATOR

