## AGREEMENT between the

# REDFORD UNION BOARD OF EDUCATION

and the

# REDFORD UNION FOOD SERVICE EMPLOYEE ASSOCIATION

July 01, 2005

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**JUNE 30, 2007** 

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#### **EMPLOYEE STANDARDS AND GUIDELINES**

- A. All employees, as applicable, working for the Redford Union Schools Food Service Department are expected to maintain the very highest standards of personal cleanliness, hygiene and professionalism. The department's uniform policy outlined below is intended to maintain a "uniform, sanitary and professional appearance," keeping in mind that the employee absorbs most or all of the cost of uniforms. Each food service employee must meet the below guidelines within one month of hire date. The School Food Service functions properly only when all employees uphold this standard. Employees are required to:
  - 1. Wear a white uniform top and slacks with apron and standard hosiery. No jeans are allowed except on special theme days in a building.
  - 2. Wear clean, white, rubber soled shoes. No open-toed, clogs or canvas tennis shoes will be allowed. A white leather tennis shoe is acceptable.
  - 3. Keep hair clean and restrained and long hair must be worn up (hair sprayed and away from face for short hair; hairnet, hat or visor is required for any hair style with loose hair around the face.)
  - 4. Employees must not wear any nail polish, acrylic or artificial nails, or jewelry, including chains or necklaces, watches, earrings or rings, except a wedding ring. Jewelry is a safety and sanitation hazard.
  - 5. Employees are not permitted to leave school property with any cash receipts, food or other property belonging to the district. Empty boxes and cartons from government donated commodity food items may not be removed.
  - 6. Hours of employment, building placement and position will be set by the Food Service Director based on the needs of the school lunch program.

#### LUNCH AND RELIEF TIME

#### A. TWO HOUR EMPLOYEES

Lunch snack and coffee break permitted only after two (2) hours of scheduled work is completed.

- B. TWO AND ONE-HALF TO THREE HOUR EMPLOYEES

  Lunch snack and coffee break permitted only after two and one-half (2 ½) hours of scheduled work is completed.
- C. <u>THREE AND ONE-HALF TO FOUR HOUR EMPLOYEES</u>
  A ten (10) minute break is allowed to be taken at a time scheduled by the Manager.

- D. <u>FOUR TO FOUR AND ONE-HALF HOUR EMPLOYEES</u>
   A fifteen (15) minute break is allowed to be taken at a time scheduled by the Manager.
- E. <u>FIVE HOUR EMPLOYEES</u>
   Total of twenty (20) minutes to be taken at a time scheduled by the Manager.
- F. <u>FIVE AND ONE-HALF HOUR EMPLOYEES</u>
  A fifteen (15) minute lunch and ten (10) minute break period is allowed to be taken at a time scheduled by the manager.
- G. <u>POSITIVELY</u> no beverage, food, gum, or candy is to be consumed at any work <u>or</u> serving station during scheduled work time except during coffee and snack breaks, or upon approval of Food Service Director for medical reasons.

#### **EMPLOYEE BENEFITS**

#### A. LEAVE DAYS

- 1. All employees within group who have completed one (1) year of employment shall be granted five (5) leave days. The five (5) days will be initially granted on a prorated basis upon the first anniversary date. Five (5) leave days will be granted in subsequent school years effective July 1, assuming the employee works the entire year. Employees who terminate at any time during a school year or who miss time due to personal or health leaves will receive leave days on a prorated basis.
- 2. Leave time may be used for illness, business, Act of God (optional 2 days only), or when school is in session for one-half (1/2) day, (for conferences, inservices, or exams). Leave days may not be used when an employee is not scheduled to work.
- 3. Leave days may accumulate up to a total of fifty (50). Any accumulated leave days over fifty (50) will be paid out annually or upon termination of employment in good standing. Accumulated leave days will be paid at the one pay level below the employee's current pay rate.
- 4. Accumulated leave days will be paid based on the average number of hours worked per day during the twenty (20) days most recently worked by the employee.
- 5. In the event school is cancelled due to an "Act of God", employees will be paid up to two days, which will not be deducted from the employees leave days.
- 6. When all schools are closed because of an Act of God day, up to two (2) hours will be paid for time when personnel show up for work, if not called before. This will apply only if an employee is scheduled to report prior to an Act of God day being declared.

7. All employees hired before 1982 will be eligible to opt for single, double, or family medical insurance if they choose.

#### LEAVES OF ABSENCE

#### A. <u>HEALTH LEAVE</u>

- 1. An unpaid health leave may be granted by the Board of Education to employees in this group. An employee shall request a leave of absence in writing, accompanied by a letter from a physician stating reason or reasons for leave of absence.
- 2. Such leaves may be granted for periods up to one (1) calendar year. A statement from a physician stating that the person on leave for health reasons is physically and mentally able to fulfill his/her normal duties without restrictions shall be required upon that persons return to work.
- 3. At the expiration of the health leave, the employee shall be reinstated to his/her position or to a position of similar nature, seniority, status and rate of pay in effect on the date of return for that employee's classification.
- 4. Leave days will not be earned or accumulated during a health leave of absence.
- 5. A personal leave for employees may be granted for up to forty-five (45) working days for a non-medical reason, upon written request to the Food Service Director.

#### B. IMMEDIATE FAMILY CARE LEAVE OF ABSENCE

- 1. An employee may be granted a leave of absence for immediate family care, without pay, up to one (1) year. (Immediate family shall be defined as mother, father, husband, wife, son, daughter or other persons in similar relationship to the family household.)
- 2. The employee shall make written application for such leave to the Food Service Director.
- 3. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be counted the same as active service. While on such leave an employee shall receive no pay and/or fringe benefits.
- 4. At the expiration of the leave, the employee shall be restored to his/her position or to a position of like nature, seniority, status and pay.

#### C. FAMILY AND MEDICAL LEAVE

- 1. Except as expressly conditioned by the terms of this provision, an eligible member of the Redford Union Food Service Employee Association shall be granted a leave under the Family and Medical Leave Act for the purposes and subject to the terms and conditions of said Act and its implementing regulations.
- Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible member of the Redford Union Food Service Employee Association under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible member of the Redford Union Food Service Employee Association shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve (12) weeks of benefits provided under said Act.

#### **JOB POSTINGS AND TRANSFERS**

A. The Food Service Director, based on production and service needs in that building, will determine staffing needs in each kitchen. A specific position may be posted as a result of a vacancy or a newly created position. The posting will remain open for at least one (1) week and filled within one (1) week of the closing date of the posting. Any employee may apply for any posting. However, this does not preclude hiring from the outside the current group of food service employees. A thirty (30) working day probation will be in place for any current employee involved in a job transfer or promotion. A ninety (90) working day probation will be in place for any new employee.

#### **WORKERS' COMPENSATION**

- A. The Board will pay the premium cost of Workers' Compensation coverage. Employees who become eligible for Workers' Compensation payments and who have accumulated leave days will come under the following policy:
  - 1. The insurance company will forward Workers' Compensation checks to the employee.
  - 2. Since Workers' Compensation checks are based on a prorated part of an employee's weekly wage, the employee may wish to use a portion of leave days to supplement Workers' Compensation to his/her full daily rate.

3. Worker's Compensation payments may be used as an offset for weekly indemnity insurance.

#### RETIREMENT/TERMINATION

- A. Those employees intending to retire shall notify the Food Service Director of such intent in writing at least thirty (30) days prior to the effective day of retirement.
- B. Any employee wishing to leave the school food service shall write a letter to the Food Service Director at least two (2) weeks prior to the effective date.

#### **INJURIES**

- A. All injuries to employees while on duty, no matter how trivial, must be reported at once to your manager, building principal and then to the Food Service Director; an accident report must be completed and remain on file
- B. The Board will designate the medical treatment center for employees who are injured while in service of the Redford Union Schools during the course of the work day.

#### **REDUCTIONS IN STAFF**

- A. In the event the administration feels it is necessary for layoffs or cutbacks in the School Food Service staff, such layoffs or cutbacks shall be made in accordance with the employment seniority of the School Food Service employees and/or the ability of individual employees, as determined by the administration, to perform the specialized tasks of the School Food Service Department. A thirty (30) calendar day notice may be given before layoffs become effective.
- B. An employee who is laid off shall be given preference when a job opening occurs providing he/she is capable of said job and desires to return to Redford Union. Recall of laid off employees shall extend for one (1) year following the date of layoff. An employee who is offered a position for which he/she qualifies and refuses such position shall be deemed to have forfeited further rights under this contract provision. Any employee re-employed under the terms of this Article shall be reinstated at his/her previous salary step and with other benefits enjoyed prior to layoff. Reasonable attempts shall be made to notify the employee who is laid off of job openings that are posted in the building.

#### DISMISSAL AND DISCIPLINE

A. The Director of Food Service has the right to suspend or discharge any employee who is guilty of gross incompetence, improper conduct not becoming an employee of the public schools, chronic poor attendance or tardiness, or other acts for which dismissal shall be considered.

- B. The following steps serve as examples by way of illustration and not limitation and may be followed with all disciplinary action:
  - 1. Employee is given a verbal warning.
  - Employee is given a written warning.
  - 3. Employee is suspended without pay.
  - 4. Employee is terminated.
  - Administration reserves the right to take appropriate disciplinary action as determined by the Administration.
- C. Any employee, other than one on probation, who feels he/she has been subject to unjust dismissal, demotion or disciplinary action, shall be entitled to redress under grievance procedures.

#### **GRIEVANCE PROCEDURES**

- A. An employee who has a problem shall follow these procedures to correct the situation:
  - 1. The employee shall seek correction of the problem with his/her Manager and Food Service Director.
  - 2. If the problem continues, the employee may sign a written request for help with the Committee Chairperson.
  - 3. The Committee Chairperson shall submit the request to the Committee.
  - 4. The Committee will meet and study the problem with the employee. The Committee must make its recommendation within fifteen (15) days of receipt of the problem by the Chairperson.
  - 5. If the Committee, after full study and consultation with the employee, decides that the employee is justified in pursuing correction of his/her problem, the Committee will meet with the Food Service Director, who shall give a decision within five (5) days or present the problem to the Executive Director of Fiscal & Operational Services.

#### **JURY DUTY**

- A. Food service employees who are called for jury duty shall be compensated for the difference between their regular daily salary and the salary received for the performance of such obligation.
- B. In the event that the compensation for jury duty is more than the regular daily wage, no additional payment shall be received.

- C. No leave days shall be charged for such absence.
- D. Immediately upon receiving a summons for jury duty, the employee must notify the food service office. The employee, in order to receive payment, must supply satisfactory evidence that he/she performed jury duty and/or was examined for such duty, with the specific days indicated. No employee shall be entitled to such payment for voluntary jury duty.

#### UNIFORM ALLOWANCE AND OTHER EMPLOYEE EXPENSES

A. Food service employees will be reimbursed, on a per mile basis, for travel in their personal vehicle, not including their normal commute, for the purpose of conducting school business. The per mile reimbursement rate will be consistent with that in effect in the Redford Union School District.

#### SALARY SCHEDULE

- A. Employees hired initially by the School Food Service Department shall be placed on a probationary status as food service personnel for ninety (90) working days.
- B. A designated cook will receive a manager/assistant manager's hourly rate on the sixth day of his/her unplanned absence or on the first day of a planned absence, if assuming all of the manager/assistant manager's responsibilities. An employee assuming a higher classification shall receive that position's rate of pay on the sixth day of the unplanned absence. The employee shall assume their previous rate upon returning to their former position.
- C. Employees will receive one (\$1) dollar per hour over their regular hourly rate when they work outside activities on Saturdays and Sundays. Employees will receive fifty (50) cents per hour over their regular hourly rate when they work outside activities other than Saturday and Sundays, for any hours worked after 2:00 p.m.
- D. All employees will receive compensation for working meetings at their hourly rate if the meeting is held after his/her workday and considered mandatory.

#### REDFORD UNION SCHOOL FOOD SERVICE DEPARTMENT

#### SALARY SCHEDULE

POSITION	2004-2005	2005-2006	2006-2007	
STEP 1 COOK'S HELPER PART TIME ENTRY LEVEL/FIRST 90 Days	\$8.00	\$8.00	\$8.00	
STEP 2 COOK'S HELPER PART TIME AFTER 90 Days	.\$8.25	\$8.25	\$8.25	
SATELLITE COORDINATOR  Bulman Stuckey MacGowan Keeler Our Lady of Loretto	\$8.25	\$8.25	\$8.25	
HEAD COOK Pearson Hilbert High School	\$9.25	\$9.25	\$9.25	
COOK'S HELPER PART TIME Grand parented Position for Barb Forgie	\$10.21	\$10.21	\$10.21	

#### OTHER CONTRACT SETTLEMENTS

It is mutually agreed between the Board and the Redford Union Food Service Employee Association that should the Redford Union Food Service Management Group receive a salary increase above those outlined in this agreement for 2005-2006 and/or 2006-2007 school years the Redford Union Food Service Employee Association shall receive an identical salary increase.

#### **DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2005 and shall continue in effect for two years until the 30<sup>th</sup> day of June 2007.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this eighth day of August, 2005.

REDFORD UNION SCHOOLS

REDFORD UNION FOOD

	EMPLOYEE ASSOCIATION
<u>Vanna see Phodes</u> Superintendent	Ehairperson
Director of Fiscal & Operational Services	Co-Chairperson
Director of Food Service	Secretary Secretary
Date	Megotiating Team
	Mystell Pulk Negotiating Team
	Date

## REDFORD UNION SCHOOL DISTRICT NO. 1

## AND REDFORD UNION FOOD SERVICE EMPLOYEE ASSOCIATION

#### MEMORANDUM OF AGREEMENT

RE: 2004-2005 Uniform Allowance

This Memorandum of Agreement is entered into this 14<sup>th</sup> day of June 2005, by and between the Board of Education of Redford Union School District No. 1, hereinafter 'Board' and the Redford Union Food Service Employee Association, hereinafter 'Group' as follows:

It is hereby mutually acknowledged and agreed by and between the Board and the Group that for the 2004-2005 school year only, a one time payment of \$50 will be made as Uniform Allowance and Other Employee Expenses. This one time additional payment will be made to the Food Service Employee Association members that were hired on or before September 9, 2004, and who are currently receiving a payroll check as of June 13, 2005.

This Memorandum of Agreement is entered into this 14<sup>th</sup> day of June 2005, by and between the Board and the Group whose authorized representatives have affixed their signature(s) attesting thereto as follows:

The above reflects our mutual understanding and agreement.

	EDFORD UNION FOOD SERVICE MPLOYEE ASSOCIATION
By:	Mindred:
By: B:	: Jania & Hus
By: By	: Cassan On Brown