

6/30/83

1981 - 1983

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

and

**RICHMOND COMMUNITY SCHOOLS
CAFETERIA WORKERS ASSOCIATION**

Michigan State University
LABOR AND INDUSTRIAL
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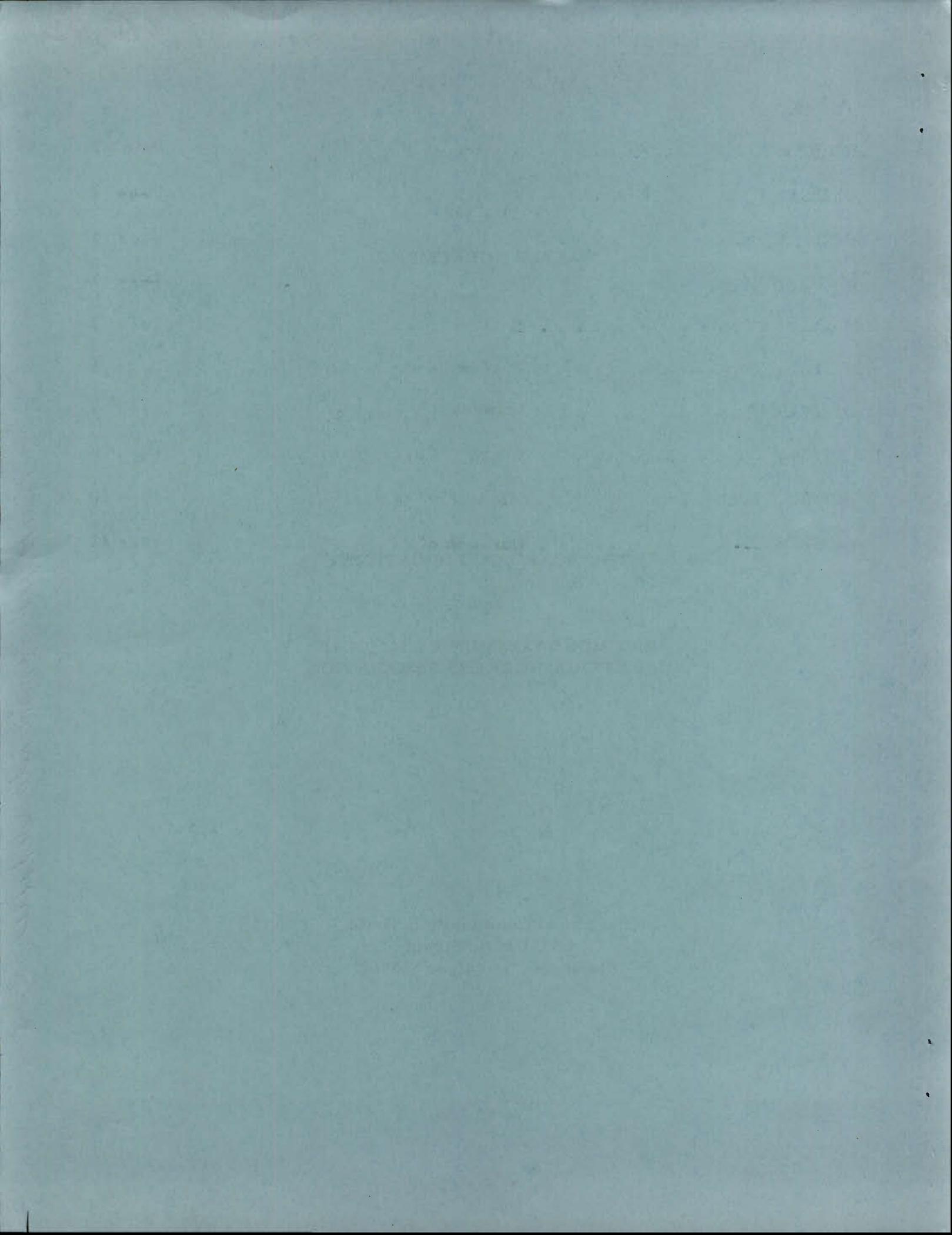


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AGREEMENT

This Agreement entered into this _____ day of _____, 19____, by and between the Board of Education of the Richmond Community Schools, Richmond, Michigan, hereinafter called the "Board," and the Richmond Community Schools Cafeteria Workers Association, hereinafter called the "Association."

ARTICLE I

Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all cafeteria workers, but excluding substitutes, temporary per diem personnel, executive, supervisory and office personnel. The term "Cook" when used hereinafter in this Agreement, shall refer to all employees represented by this Association in the bargaining or negotiating unit as defined above, and references to female cooks shall include male cooks.

ARTICLE II

Compensation

A.	<u>1981-1982</u>	<u>1982-1983</u>
Former Head Cook	5.62	5.80
Cooks	4.70	5.00

Retirement shall be paid by the Board of Education.

B. Times and one half shall be paid for any time worked over 8 hours per day or 40 hours per week.

C. Cooks, in order to obtain holiday pay, must work the scheduled work day before and after the holiday. The following are paid holidays:

- | | |
|------------------|----------------|
| Labor Day | New Year's Day |
| Thanksgiving Day | Memorial Day |
| Christmas Day | Good Friday |

D. Cooks are to be paid as a regular working day in full when weather is the reason for cancellation of school.

E. Cooks retiring will receive a terminal leave payment of sixty dollars (\$60) per year of accumulated seniority. A cook must have a minimum of ten (10) years seniority to qualify.

In lieu of the above a cook may choose to participate in the terminal pay program:

1. The cooks retiring will receive a terminal leave payment of sixty dollars (\$60) per year of accrued seniority for the first ten (10) continuous years.
2. After ten (10) years of continuous service the Board will match up to a maximum of sixty dollars (\$60) per fiscal year deductions for tax sheltered annuities.
3. After twenty (20) years of continuous service the Board will match up to a maximum of one hundred twenty dollars (\$120) per fiscal year deductions for tax sheltered annuities.

F. The longevity pay schedule shall be as follows:

At the end of five (5) years of continuous service \$50 shall be paid. This is to continue through the tenth (10th) year.

At the end of ten (10) years of continuous service \$50 additional to the above shall be paid (total \$100). This is to continue through the fifteenth year.

At the end of fifteen (15) years of continuous service \$50 additional to the above shall be paid (total \$150). This is to continue through the twentieth (20th) year.

At the end of twenty (20) years of continuous service \$50 additional to the above shall be paid (total \$200). This \$200 maximum is to continue to be paid each year thereafter.

ARTICLE III

Insurance

A. The Board shall provide group life insurance protection in the amount of \$12,000 with AD&D rider that will be paid to the cook's designated beneficiary.

B. The Board shall provide Blue Cross - Blue Shield health care or its equivalent for a twelve-month (12) period for each member of the bargaining unit and her eligible dependents. Such coverage shall include comprehensive hospital semi-private riders D45NM, DCCR, IMB, OPPC, CC;MVF-2, Rider ML;Master Medical III. The Board assumes no responsibility for payment of charges for sponsored dependents assumed by the employee.

C. Employees not electing to be covered by hospital-medical-surgical programs noted above will be offered life insurance coverage of \$24,000 payable to the designated beneficiary upon death.

D. The Board shall provide a Mental Care Program for all employees of the bargaining unit and their eligible dependents, MESSA Plan E or its equivalent.

E. In all items above, the provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, nature and amount of benefits and all other aspects of coverage.

ARTICLE IV

Leaves

A. Cooks shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of personal illness subject to the following conditions:

1. Cooks shall be granted one day of absence per month of service in the Richmond Community Schools, unused portions of which shall annually accumulate indefinitely until termination of employment. After five years of continuous service, any regular cook terminating employment will be paid for one-fourth of their unused accumulated sick time at their daily rate of pay.
2. The total number of days of absence to which the employee is entitled during the ensuing school year shall be credited to his account on the first day that his duties begin during that fiscal year.
3. Cooks must be under firm employment, as defined by law, in order to be eligible to use their accumulated allowable days of absence.
4. Cooks shall be eligible to participate only during the effective days of valid employment between the cook and the Board of Education.
5. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from accumulated allowable days of absence providing the employee files at the Superintendent's Office within three (3) days of the date of injury, a statement from his doctor stating the number of days he will be unable to work.
6. Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitled the injured cook to compensation under the provisions of the Workmen's Compensation Act, shall not be charged against allowable sick leave until the thirtieth (30th) consecutive day of absence. Commencing with the thirty-first (31st) day allowable days of absence shall

be charged only for that portion in excess of the compensation payment. The School District shall supplement the workmen's compensation check with an amount sufficient to regular salary for a period not to exceed the accumulated allowable days of absence providing all workmen's compensation checks covering the period from the date of the injury to the expiration of the accumulated allowable days of absence are turned in to the Superintendent's Office for recording.

7. Cooks may be requested to submit a statement from the attending physician for absence of ten (10) or more duty days or for frequent absences of shorter duration. If a statement from another physician or clinic other than the one from the attending physician is required, the cost of such examination shall be paid by the Board of Education.
8. Accumulated allowable days of absence shall not be retroactive except for those days already credited to a cook's account on the effective date of this agreement.

B. Cooks shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of illness in the immediate family subject to the following considerations:

1. A maximum of five days (5) each year, chargeable against accumulated days of absence shall be granted. Unused days shall not accumulate.
2. The immediate family shall be defined as spouse, children, father or mother of either spouse, sibling of either spouse, grandparent of either spouse, any other person acceptable as an exemption on the cook's income tax or any person who makes his home with the cook and in the judgment of the Superintendent is emotionally dependent on the cook as members of a household.
3. Absences shall be considered as necessary only when no other arrangements for care are possible.
4. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
5. In all cases "other arrangements" are considered possible within one day after the emergency.
6. Cooks shall be permitted to be absent from their duties without loss of pay or leave days because of mumps, scarlet fever, measles, or chicken pox for up to ten (10) duty days.

C. Cooks shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

1. A maximum of three (3) days each year, not chargeable against accumulated allowable days of absence shall be granted. A Request for Business Leave Documentation Form must be filled out to obtain the third day. Unused days shall not accumulate.
2. Personal business shall be defined as business that requires the presence of the cook and reasonably cannot be conducted at any time other than during the working day.
3. Absence because of personal business may be granted by the Assistant Superintendent.
4. Absences because of personal business shall be approved in advance. Exceptions shall be made only in case of emergency.
5. Requests for absence because of activities arising out of employment other than with the Richmond Community Schools, or as a result of membership in organizations, shall not be approved.

D. Cooks shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family subject to the following conditions:

1. The immediate family shall be the same as that described in Section B-2 of this Article.
2. A maximum of five (5) days each occurrence, not chargeable to accumulated days of absence, shall be granted. Unused days shall not accumulate.
3. If the employee works on the day of death, the days allowed shall not include the day of death but shall begin with the first scheduled working day following the day of death.
4. If the day of death is a scheduled work day and the employee does not work on that day, the days allowed begin with and include the day of death.
5. If the day of death is not a scheduled work day or occurs during vacation periods, the days allowed are those scheduled working days which fall within nine (9) consecutive calendar days including the day of death.
6. The Superintendent may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

E. Absence for jury service by a cook will not be chargeable to the sick leave or personal leave allowance and the school district will pay the difference in salary between his daily salary and any fee he is paid for jury duty.

F. A military leave of absence shall be granted to any cook who shall be inducted or shall enlist for military duty in lieu of induction in any branch of the armed forces of the United States. Upon return from such leave, a cook shall be placed at the same position on the salary schedule as she would have been had she worked during such period.

G. Maternity leave of up to twelve (12) months shall be granted to a female cook. A leave shall commence no later than the end of the sixth (6th) month of pregnancy, unless permission is granted by a physician and accepted by the Superintendent. Female cooks adopting a child may receive a similar leave which shall commence upon entry of an order by the Probate Court awarding custody to the adopting parent.

H. The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application.

I. A leave of absence is not considered a break in service for seniority purposes.

J. Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.

K. A leave of absence up to one (1) year without pay may be granted to any cook upon application for the purpose of engaging in other activities. The activity cannot be a similar position in another school system within the territorial limits of the United States. Upon return from such leave, the cook will be placed at the same position on the salary schedule as she would have been if she worked in the district during such period.

L. Eligibility for any kind of leave shall be dependent upon at least two (2) years of continuous service in the Richmond Community Schools.

ARTICLE V

Promotion and Layoff

A. Whenever a vacancy arises or is anticipated, the Assistant Superintendent shall post notice of same on a Bulletin Board in each building. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant and length of service in the District. Any new position, including a supervisory position, shall be posted with an accompanying job description. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior.

B. In all cases of decrease of personnel, including a temporary layoff due to causes beyond the control of the Board of Education, seniority shall govern when the senior employee can and does perform the available work or assignment satisfactorily. Employees working less than an 8-hour day shall be the first to be laid-off.

ARTICLE VI

Grievance Procedure

A. Definitions:

1. A Grievance shall mean a complaint by a cook or a group of cooks that there has been an alleged violation or misinterpretation of specific provisions or articles of this agreement.
2. An Aggrieved Person shall mean the person who is a member of the bargaining unit covered by this contract, or any group of such cooks, making the complaint.
3. A Party In Interest shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term Days in this article shall mean duty days, except where otherwise indicated.

B. General Principles:

1. Any cook who is a member of the bargaining unit covered under this contract, or any group of such cooks, or the Association believing that they are aggrieved, may file a grievance in accordance with the principles and procedures designated in this article.
2. It shall be mutually agreed that any cook participating in any professional grievance negotiations shall conduct said negotiations without interruption of his duty day. Released time shall be granted only upon mutual consent by the aggrieved person, the Association and the Superintendent. Such released time shall be without loss of pay.
3. A grievance may be withdrawn at any level without prejudice or record.
4. The Board representative shall note the time when the grievance complaint is received. If dispute shall arise as to time of filing, such notation shall be conclusive evidence of the date of its receipt. Level One of the Grievance Procedure must be invoked within five (5) days of the alleged aggrieved act.

5. Upon failure of the aggrieved person to file the grievance within the time limits specified in this article, it shall be conclusively presumed that said incident or grievance has been satisfactorily resolved.
6. The grievance discussed and the decision rendered at Level One shall be placed in writing only at the request of either party.
7. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
8. Forms for filing and processing shall be designed and prepared by the Superintendent of Schools.
9. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
 - a. Failure to re-employ or the termination of the services of any probationary cook.
 - b. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.
10. The primary purpose of this grievance procedure is to secure solutions at the closest supervisory level possible. Both the Association and the Board agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any cook with a legitimate grievance to discuss the matter informally with her Principal as described in Level One of the procedure.

C. Procedure:

1. **LEVEL ONE:** Any cook may first discuss the problem with her building principal with the objective of resolving the matter informally, except that persons not assigned to a specific building may first discuss their problems with the Assistant Superintendent.
2. **LEVEL TWO:** In the event the claimant is not satisfied with the disposition of the grievance at Level One, or in the event no decision has been rendered within ten (10) days from receipt of the grievance by the building principal, the grievance procedure may be further invoked by presenting the written grievance to the Assistant Superintendent. Such actions must be taken within three (3) days of receipt of the decision at Level One or of the expiration of the time limit for rendering such decision. Within ten (10) days from receipt of the grievance by the Assistant Superintendent, he shall render a decision as to the solution.
3. **LEVEL THREE:** In the event the claimant is not satisfied with the decision at Level Two, or in the event no decision is rendered within

ten (10) days, the claimant may refer the grievance to the Superintendent. Such action must be taken within three (3) days of receipt of the decision at Level Two or of the expiration of the time limit for rendering such decision.

4. **LEVEL FOUR:** In the event the claimant is not satisfied with the decision at Level Three, or in the event no decision is rendered within ten (10) days, the claimant may refer the grievance to the Board of Education. Such action must be taken within five (5) days of the receipt of the decision at Level Three or the expiration of the time limit for rendering such decision.
5. Within thirty (30) days of the receipt by the Board of Education of the written referral, its Grievance Review Committee shall designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for considering the grievance.

A decision shall be rendered within fifteen (15) days of the receipt of the referral by the Board Review Committee.

The decision of the Board acting through its Board Review Committee shall be final.

ARTICLE VII

Board of Education Rights

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the 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 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 of their continued employment or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish all work assignments, and the means and methods of performing those assignments;
4. To determine the flow of work, and the hours when it is performed.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE VIII

Miscellaneous Provisions

A. Copies of this Agreement shall be printed at the expense of the Board of Education and presented to all cooks now employed or hereinafter employed by the Board.

B. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.

C. Cooks shall not be expected to lift unusual weights. Custodial or other help shall be sought.

D. As a condition of employment, all cooks employed for the first time shall be required to have a physical examination at the expense of the Board of Education and by a physician designated by the Board.

E. Chest X-rays or tuberculin tests shall be required every three (3) years of all employees. Proof of freedom from tuberculosis is to be in the Superintendent's office before the first pay check in September is issued.

F. The Association acknowledges that during the negotiations that resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of the opportunity are set forth in this agreement. Therefore, the Association, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and agrees that the Board of Education shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject matters may not have been within the knowledge or contemplation of the Association at the time that they negotiated this Agreement.

G. The Board will pay a maximum of \$45.00 toward the purchase of uniforms and shoes. Bills must be presented to the Food Service Director before reimbursement will be paid. Any difference in cost must be paid for by the cafeteria worker.

ARTICLE IX

Duration of Agreement

A. This Agreement shall be effective July 1, 1981, and continue in effect until June 30, 1983. Negotiations for the next succeeding fiscal year shall be opened at least sixty (60) days and not earlier than ninety (90) days prior to the termination of the contract.

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

BOARD OF EDUCATION

By _____
President

By _____
Secretary

RICHMOND COMMUNITY SCHOOLS
CAFETERIA WORKERS ASSOCIATION

By _____
Doris Essenburg

By _____
Eleanor Griffiths

By _____
Norma Kurtz

By _____
Helen Spencer

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W. A. R. ...

