

**Three Rivers
Community Schools**

***Food Service
Personnel***

Work Agreement

July 1, 2012– June 30, 2014

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**THREE RIVERS COMMUNITY SCHOOLS
FOOD SERVICE EMPLOYEES
SALARIES AND FRINGES**

I. Wage Schedule

A.

Years of Service	2012-2013	2013-2014
Beginning	\$9.62	\$9.76
1	\$10.51	\$10.67
2-3	\$11.20	\$11.37
4	\$11.93	\$12.11
After 10 years	\$12.08	\$12.26
After 15 years	\$12.13	\$12.31
After 20 years	\$12.18	\$12.36
After 25 years	\$12.23	\$12.41

- B. A September anniversary date for increment increases will be used for all employees.
- C. Years of service will be limited to that experience gained as an employee of the Three Rivers Community Schools.
- D. Satellite workers will be paid for a minimum of 3 hours for each day their school serves hot lunch. Register workers will be paid for a minimum of 2.5 hours for each day their school serves lunch.
- E. The head cook/kitchen manager at the production kitchen will be paid \$1.35 more per hour than what s/he would normally make at his/her respective step.
- F. The kitchen manager at the non-production kitchen in the Middle School will be paid \$0.95 more per hour than what s/he would normally get at his/her respective step.
- G. The assistant cook at the production kitchen will be paid \$0.95 more per hour than what s/he would normally get at his/her respective step.
- H. Staff members who work outside dinners will be paid at \$15.00 per hour beginning in August 2000. This pay will run through the district payroll.
- I. The food service delivery driver will be paid \$0.40 more per hour than what s/he would normally get at his/her respective step.

II. Authorized Leave

Since the absence of an employee generally has an adverse impact on the quality of the Employer's educational program, imposes increased responsibilities on other employees, and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee, nor to provide a form of additional

compensation, rather, the provisions are intended to meet legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program, and they shall be so applied and interpreted.

Leave days are earned at the rate of one (1) day per month if the employee works half of the scheduled student contact days for the calendar month. Employees can earn a maximum of eight (8) days each year. Leave days may accumulate to one hundred (100) days total. Employees over one hundred days as of February 9, 2011 will be grandfathered.

A. **Sick Leave.** Sick leave shall be administered in accordance with the following guidelines, namely:

Use. Sick leave may be used for:

1. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by worker's compensation or resulting from other employment, provided, however, that an employee who is disabled as a result of an injury arising out of and in the course of his/her employment with the Board and is otherwise eligible to receive worker's compensation benefits shall have the right to deduct fractional sick leave days from unused accumulated sick leave for the purpose of supplementing worker's compensation benefits to the extent necessary to equal the employee's regular daily rate of compensation. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law. Leaves extended more than three (3) consecutive days shall require medical documentation of the necessity of the leave. In the event the employee appears to be habitually using days for personal illness or family illness, and the Employer believes there is abuse of this provision, the employee may be required to produce medical documentation for days used.
2. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the school district.
3. Physical examinations, medical, dental or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
4. The serious illness of a member of the immediate family may be used for such purpose and shall be taken only to the extent that the presence of the employee is reasonably required. The term "immediate family" shall mean any person who is a permanent resident of the employee's household, who is the spouse, child, step child, foster child, children assigned by the court, or parent of the employee or the employee's spouse. Leaves extended more than three (3) consecutive days shall require medical documentation of the necessity of the leave.

B. **Personal Business Days**

1. **Number of Days**—No more than the annual amount of leave days earned shall be allowed for use for personal business or emergency by the employee.
2. **Use**—Personal leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performance of the employee's duties. It shall not be used for other employment, the seeking of other employment, or for social, recreational, vacation, or other similar purposes.
3. **Procedure**—Each request for personal leave shall be in writing using the school's "Approval for Absence" form.
4. **Limitations**—The Employer shall not be required to grant a leave to any otherwise eligible employee if:
 - A. The employee has given less than five (5) work days prior notice, except that a shorter notice may be permitted if the emergency could not have reasonably been foreseen and the longer notice given.
 - B. A personal leave day may not be used prior to or directly following a vacation, such as Thanksgiving, Christmas, etc. except with the prior written approval of the Superintendent or his designee.

C. **Funeral Leave**

An employee shall be granted leave for funeral without loss of pay for regularly scheduled work. No more than the annual amount of leave days earned shall be allowed for use for funeral leave by the employee.

III **Adverse Weather**

If school is closed on scheduled instructional days because of adverse weather or other emergencies and no food services are required, employees will not be paid for such days, provided, however, that if such student instructions days are rescheduled, employees shall be required to work on any such days and will be paid at their regular daily rate of pay.

Beginning in the 2008-2009 contract year, food service employees will be paid for the normal hours they would have worked for two (2) "Act of God" days.

IV **Separation of Benefits**

All employees who have completed three (3) consecutive years of service shall, upon voluntary termination of employment, be reimbursed for unused sick leave days at the rate of \$20.00 per day. The maximum allowable separation benefits shall not exceed \$1,500.00. After 20 years of service the maximum allowable separation benefit shall not exceed \$2,400.00.

V **Insurance**

The Employer agrees to contribute on behalf of the employees who regularly work twenty-five (25) hours or more per week the sum of \$104.00 per month for the entire

year (October through September).

The employees who regularly work less than twenty-five (25) hours per week the sum of \$85 per month for the entire year (October through September).

Plan "A" Hospitalization Insurance. Medical and hospital insurance with the carrier selected by the Employer.

Plan "B" Cash in lieu of insurance and/or employee purchased tax deferred annuities.

VI Uniform Allowance

A uniform allowance shall be available to food service employees according to the following schedule.

- A. \$65.00 for employees who work 25 hours or more per week.
- B. \$50.00 for employees who work less than 25 hours per week.

Employees are required to submit receipts for reimbursement. Receipts must be turned in by June 15th of each year.