

**ST. JOHNS CAFETERIA
WORKERS ASSOCIATION
MASTER AGREEMENT**

2012-2015

TABLE OF CONTENTS

I.	RECOGNITION	3
II.	MANAGEMENT RIGHTS	4
III.	ASSOCIATION RIGHTS.....	5
IV.	HOURS, DAYS, ASSIGNMENTS AND TRANSFERS	6
V.	UNIFORMS	8
VI.	SENIORITY	9
VII.	LEAVES.....	10
VIII.	PROFESSIONAL DEVELOPMENT	12
IX.	EMPLOYEE EVALUATIONS.....	14
X.	MISCELLANEOUS.	15
XI.	PAID HOLIDAYS	16
XII.	INSURANCE	17
XIII.	COMPENSATION.	18
XIV.	GRIEVANCE PROCEDURE.	19
XV.	DURATION OF AGREEMENT	20
A.	APPENDIX A (Salary Schedule)	21
B.	APPENDIX B (Grievance Form)	22

ARTICLE I - RECOGNITION

St. Johns Public Schools will make every effort to employ well-qualified and dedicated individuals who are interested in the welfare of children and the community. The quality of education in St. Johns Public Schools is determined not only by the Board of Education and the administrative staff, but to a great extent by the contribution of each individual employee.

Food Service Employees should take pride in their work, be willing to improve skills and accept responsibility toward getting their job done. All positive work efforts, done to the best of everyone's ability, benefit the child ultimately, if not directly.

Any employee of the school, when dealing with the general public, shall be courteous, friendly and businesslike, so as to reflect positive credit upon the Board, the school system, and oneself.

Personnel covered under this Agreement include all full-time and part-time cafeteria employees. Excluded shall be the supervisor of cafeteria services and all other employees not listed in the seniority list.

It is the policy of the St. Johns School District that no person shall, on the basis of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity and in employment.

ARTICLE II - MANAGEMENT RIGHTS

- A.** The Board, on its behalf, and on behalf of the electors of the school district, 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 Constitutions 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, facilities, and employees;
 2. To manage and direct the working forces, including the right to hire, assign, promote, transfer, suspend, discharge, and demote employees; subcontract; determine the size of the work force and layoff of employees;
 3. To determine the services, supplies and equipment necessary to continue its operations and to determine the means, schedules and standards of operation for accomplishing district goals and objectives;
 4. To adopt rules and regulations;
 5. To determine the qualifications of employees;
 6. To determine the number and location or relocation of its facilities, including the establishment or relocation of new school buildings, departments, divisions or subdivisions, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 7. To determine all financial and educational policies;
 8. To determine the size of the management organization, its functions, authority and organizational chart.
- B.** The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices, and the use of judgment and discretion, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and the laws of the State of Michigan and the United States.

ARTICLE III - ASSOCIATION RIGHTS

- A.** The Association and its members shall have the right to use school building facilities for meetings as provided by Board Policy. Bulletin boards and other established communication media shall be made available to the Association and its members as provided by Board policy.
- B.** The Association shall have the right to use "inter-office" school mail for purposes of communicating with Association members, within the policies of the St. Johns Public School's Board of Education.
- C.** The Association will also have the right to use district copy machines on a cost per page basis and within the guidelines and policies established by the Board of Education and each building's administration. Use of these machines will not occur during employee work hours or during the student instructional day.

ARTICLE IV – DAYS/HOURS, VACANCIES, ASSIGNMENTS AND TRANSFERS

- A.** The cafeteria supervisor will assign all new positions, at least two (2) weeks prior to the beginning of the school year, when possible.
- B.** Work Days - The normal workday for full-time employees is six hours or more. All others will be considered part-time employees. Employees working from four hours up to six hours shall be entitled to one fifteen minute paid break. Employees working six hours or more shall be entitled to two fifteen minute paid breaks; employees may combine for one, "longer," break period.
- All work schedules shall be assigned by the supervisor.
- C.** Work Week – The work week shall be considered Saturday through Friday.
- D.** Work Year - Employees will work the days that school is in session all day, through the normal lunch period. In addition full-time employees will work one day prior to the first meal and one day after the last meal; part-time employees at the middle school and satellite sites will work up to 2.5 hours one day before and after the first and last student meals are served.
- E.** Whenever a substitute or replacement is needed to replace a Food Service worker, the supervisor will assign a substitute or replace the vacancy with an existing Food Service employee or a substitute employee. In filling the vacancy, the supervisor will try not to disrupt the normal and routine operations of the kitchen. If using existing employees to fill the vacancy, the supervisor will consider the skills needed to do the tasks, training of the employee, attendance, availability and ability of the employee.
- F.** When an existing part-time Food Service employee fills a vacancy for an extended period of time, five (5) consecutive days or more, and the vacant position is paid at a higher rate of pay, the employee is eligible for the higher rate of pay after five full days of working/training in the vacant position. If an employee has previous experience in the higher paid vacant position, the five-day "working/training" period will be waived and the higher rate of pay will begin at the start of the new (vacant position) duties.

For any full-time employee that fills the Central Kitchen Head's position, when that individual is absent, the employee filling the vacancy will be paid at the Central Kitchen Head's rate of pay.

Any existing part time employees who work their own shift and any additional shifts or hours are not entitled to any paid breaks unless they work

four or more consecutive hours.

In the above situations, it is the employee's responsibility to complete any paperwork and the pay rate change on their time sheets.

- G.** Employees are expected to be at their regular assignment location at their scheduled starting time.
- H.** Any change in work hours of an employee must have prior approval by the supervisor.
- I.** When the cafeteria supervisor is absent from the district, the Central Kitchen Head serves as the temporary supervisor and receives an additional 50 cents per hour. The Central Kitchen Head's temporary replacement will be paid as outlined in section "D' and "E" stated above.
- J.** School Cancellations: If scheduled instructional days are cancelled due to inclement weather or other conditions which make it impractical to hold classes, full and part time employee's will be compensated at their daily rate of pay for the first four (4) of these days that occur. All make up days will be without additional compensation, except for time card employees.

Employees may be required to report for work on days when school is cancelled and will receive compensation, per this contract, for such additional time worked.

In the event that during the life of this agreement, it becomes lawful for the purpose of state membership aid, to count as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities; such as, due to severe storms, fires, epidemics, bomb threats, bomb scares, or health conditions, it is agreed that the employees shall be excused from reporting to duty without loss of pay. Days lost due to school closings under this eventuality shall not be rescheduled, unless otherwise required by state law to qualify for state aid.

- K.** Vacancies/Postings/Transfers – All new or open positions will be posted for five (5) days prior to filling the position. If filling the vacancy from existing employees, the supervisor will consider past work performance, ability to get along with other employees and students, training, attendance, and ability of the employee.

ARTICLE V- UNIFORMS

A. Employees will receive a uniform/apron allowance as follows:

<u>Classification</u>	<u>Dollar allowance</u>
Full-Time	\$200 per year
Part-Time HS & MS	\$200 per year
Satellite Staff (Wilson Center & Elementary)	Provided by District

Cleaning and purchasing of uniforms and aprons are the responsibility of the employee.

Uniform allowance payments shall be made prior to October 1st of each school year or following three (3) months of employment in the case of new employees (employees that do not work at least one year in the Food Service Department may be asked to reimburse the district for the uniform allowance). New employees hired other than the start of the school year, will have the "allowance" prorated to date of hire.

At the elementary level and Wilson Center, staff will wear aprons provided by the supervisor and will not exceed five (5) new aprons per school year.

Proper dress uniform will be white or tan pants (no white jeans or stretch pants) and polo style shirts with sleeves and collars. Shoes must clean and in good condition, nurse's style shoes or tennis shoes. Aprons must be all white. Any deviation from the above uniform formats must be approved by the supervisor.

ARTICLE VI - SENIORITY

- A. Seniority shall be determined from the employee's first day of regular work in the Food Service Department. Seniority shall mean years of continuous service with the District.
- B. The Association will be provided with an up-to-date seniority list by October 1st of each school year, when asked. The seniority list shall include each employee's name and last date of hire as a regular employee in the Food Service Department.
- C. Employees will lose their seniority if: they quit, are discharged, fail to return from a leave under its conditions, or are laid off for a period in excess of one (1) calendar year.
- D. New employees shall be considered probationary, without seniority, for the first ninety (90) work-days of regular employment. Once the new employee successfully completes the ninety (90) workday probationary period, their seniority will be retroactive to the date of hire.

New employees are subject to discipline and discharge at the discretion of the Board during their probationary period. Any action taken is not subject to the grievance process.

- E. In the event, a school building is closed, the cafeteria worker assigned to that building shall have the right to displace the least senior cafeteria worker for the same or fewer hours per day.

ARTICLE VII - LEAVES

PAID LEAVES:

- A. All full time employees will receive ten (10) PTO (personal time off) days per year accumulative to 125 days. Less than six (6) hour employees will receive one (1) PTO hour for each eighteen (18) hours worked accumulative to 125 hours. A physician's statement and/or verification may be required in case of chronic illness and/or absences of three (3) or more consecutive work days.

An employee may not use more than two (2) consecutive PTO days except in case of illness. The employee shall make a request for the use of PTO days to the supervisor as soon as possible. If the request is for more than two (2) consecutive days or if the employee is taking three (3) or more days in the same work week, the request must be given to the supervisor and forwarded to the superintendent for approval/denial a minimum of thirty (30) days prior to the requested time off, except in case of an emergency. The request should state the reason time off is needed. Chronic use of PTO days may lead to denial of usage or disciplinary action up to and including dismissal.

PTO days shall not be used on the last scheduled work day before or immediately following a holiday unless granted permission by the superintendent.

Employees must make every effort to accumulate PTO days and hours to be used in cases of sudden illnesses and/or emergencies. Use of PTO days and hours when an employee is out of days and/or hours may lead to disciplinary action up to and including dismissal. For emergency situations, the superintendent may authorize leave without PTO days being available.

B. Bereavement

Paid leave up to a maximum of three (3) days, not chargeable against PTO, will be granted during the school year when a death occurs in the employee's immediate family. Immediate family is defined as the worker's parents, parents-in-law, brothers and sisters, spouse, children, stepparents and stepchildren, son or daughter-in-law, sister or brother-in-law, grandparents and grandchildren. In the event more time is needed, an additional 2 days chargeable against PTO may be used. If additional time is still needed, a request should be given to the supervisor and forwarded to the superintendent for approval/denial.

C. Court Appearance/Jury Duty/Judicial Proceedings

An employee called for jury duty or subpoenaed as a witness in any judicial

proceedings shall receive a normal day's pay, less any amount paid by the court for jury duty, or less any amount to which the employee is entitled as a witness. The employee should only plan to be away from his/her job the necessary time to fulfill their civic responsibility.

UNPAID LEAVES:

- A. Employees may make application for unpaid leaves of absence to their supervisor. The application shall contain a statement of the purpose and duration of the leave requested. The application shall be forwarded to the Superintendent of Schools for disposition, granting or denying the leave. An employee who is granted an unpaid leave of absence may continue his/her insurance benefits at his/her own expense, subject to the rules and regulations of the insurance carrier.
- B. An employee who is incapacitated or disabled due to personal illness or injury, and who has exhausted all earned and accumulated paid sick leave, may be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one year from the beginning of the personal illness/absence. An employee may request an extension of the leave on an annual basis. If the request is granted, seniority shall not continue to accrue during the unpaid leave of absence. Upon return from leave the employee shall be returned to his/her previous position, if in existence, or to an equivalent position. The employee will be covered under the Family Medical Leave Act for this absence.
- C. Upon written application an employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn or newly adopted child for a period of up to one year. Seniority shall accrue during the leave. Upon return from leave the employee shall be returned to his/her previous position, if in existence, or to an equivalent position.

ARTICLE VIII - PROFESSIONAL DEVELOPMENT

- A. In order to update the competencies of the Food Service employees the district may, from time to time or on an annual basis, provide inservice training for the employees or request that employees take certain inservice training. The Superintendent shall determine the inservice training for the employees of the bargaining unit. Employees will be paid at their hourly rate when attending any professional development days.
- B. All new employees will be required to take the two Statewide Training Classes, Basics and Safety & Sanitation, during their first year of employment. If classes are full or not offered, an extension will be provided by the Food Service Director. Upon successful completion of these two classes and with proof of payment, the district agrees to reimburse the employee for the class fees and their hourly rate for the actual time spent in the class, up to a maximum of twenty hours for both classes.

Cafeteria—Professional Development

The professional development and SNA membership and certification of food service employees plays an important part of their knowledge and daily work performance. Therefore the following requirements must be met within the first year of obtaining the following positions. Manager Certification must be maintained while employed in the Central Kitchen Head, HS Kitchen Head Asst., MS Kitchen Head and Satellite Kitchen Head positions.

-
- Central Kitchen Head - ServSafe Certified or Manager Certified Through Local Health Dept. and Basics #100
 - HS Kitchen Assistants, MS Kitchen Head, Satellite Kitchen Heads - Certified through Local Health Depart. and Basics #100
 - Customer Service Staff – Food Handler Certified through Local Health Dept. and Basics #100
-

Upon successful completion of the above listed classes and proof of payment, the district agrees to reimburse the employee for the class fees, if applicable and their hourly rate for the actual time spent in class. For Manager Certification, hourly rate will be paid up to 12 hrs. for Re-certification, hourly rate will be paid up to 4 hrs. and for Food Handler Certification, hourly rate will be paid up to 4 hrs.

If an employee wishes to take a class during a scheduled work day, it must be approved by the Food Service Director in advance. If class is taken during a scheduled work day, the employee is not charged and/or paid for PTO and will only be paid for the time spent in class that day and/or any hours worked that day.

SNA Membership and Certification are not required but are highly recommended. The district agrees to reimburse all certified members for the membership and certification fees upon proof of payment no later than May 1st of each school year. Reimbursement

will be made no later than June 30th of each school year.

There are many food service statewide training classes offered which can improve the knowledge and skills of food service workers. When approved by the Food Service Director in advance of taking a class and upon submitting proof of fees paid for any of these classes, along with successful completion, the district agrees to reimburse the employee the class fee.

When employees are considered for promotions or other Food Service positions with the St. Johns Public School District Food Service Department, membership & certification, attendance to the Back to School workshops and successful completion of statewide training classes will be part of the criteria used to help make placement decisions.

ARTICLE IX - EMPLOYEE EVALUATION

- A.** The purpose of the evaluation is to maintain and/or improve employee performance. The evaluation process will recognize various levels of satisfactory, unsatisfactory, or areas that need improving and should include appropriate and/or specific techniques and/or resources for improvement, if needed.
- B.** Employees shall be evaluated by their supervisor or his/her designee.
- C.** Seniority employees should be evaluated at least every two years.
- D.** Employee evaluation rights:
 - 1.** If the employee does not agree with the evaluation, the employee may present an attachment, in writing, to the evaluation.
 - 2.** Should the evaluation demonstrate that an employee has any area that is unsatisfactory or needs attention/improvement, the evaluator will:
 - a.** identify the area(s) that need improvement.
 - b.** provide the employee with appropriate written recommendations for improvement.
 - c.** indicate a timeline (length of time will be established based on the area needed for improvement) for such improvement prior to disciplinary action being taken.
- E.** The evaluation of an employee's performance is not grievable.

ARTICLE X - MISCELLANEOUS

- A.** When the employee is asked to work at dinners, for special groups, banquets or similar "after school" events, the employee will be paid at their regular rate of pay for the event.
- B.** Over-time pay: Hours worked beyond eight (8) hours per day will be paid at a rate of time and a half of the employee's normal rate of pay.
- C.** All employees are required to wear approved uniforms while performing their assigned tasks.
- D.** Full time, contractual staff will receive their first pay on or about September 1, of each school year. Thereafter, a check will be issued every two weeks. The number of checks per contract year will be determined by the Business Office at the beginning of each year, which may vary from 26 to 27 pays.
- E.** For all employees, one free lunch (no ala carte) will be provided and must be eaten before or after their shift or during a break period.
- F.** School phones are to be used for school business. If the employee wishes to use the phone for personal use, common sense should be the guiding principal and approval should be sought from the supervisor.
- G.** Strikes or any type of work stoppages are illegal for any employee working in a public school. Food Service employees will abide by this law and not participate in any "job action" (work slow-down, work stoppage, etc.) that will cause a disruption to the normal operation of the St. Johns Public School District.
- H.** Employees will be issued athletic passes for regular home-scheduled events. Should there be any questions about an issued athletic pass, the employee will contact the Food Service Director.

ARTICLE XI – PAID HOLIDAYS

- A. Holidays for full-time employees include: Labor Day, Thanksgiving Day, Christmas Day, New Years Day and Memorial Day.
- B. Holidays for part-time employees include: Thanksgiving Day, Christmas Day and New Years Day.
- C. To be eligible for holiday pay the employee must have worked the last scheduled work day prior to the holiday and the first scheduled work day following the holiday. Illness on either day must be verified by a doctor's certificate of illness. In the event the employee has prior approval by the supervisor for personal business leave before or after a paid holiday period, the holiday will be paid.
- D. Holiday pay shall be based on the regular number of hours the employee works per day and the regular pay rate.
- E. Employees on a layoff, unpaid leave, etc. shall not receive holiday pay.

ARTICLE XII - INSURANCE

- A. Health, Dental and Vision Benefits are offered to each full time employee who may elect insurance coverage. The health, dental and vision insurance plan coverage shall be equivalent to the insurance plans available to the Administrative Group. Long Term Disability Insurance Plan 1 66 2/3% with 90 calendar days modified fill, \$3,000 maximum monthly benefit, Negotiated Life Insurance \$15,000 with AD&D.
- B. The Employer shall formally adopt a qualified plan document that complies with Section 125 of the Internal Revenue Code. The Employer shall provide a cash option in lieu of health. The cash amount shall be \$145.00 per month for health.

The full time Employees Health Insurance Premium bi-weekly co-pay amount shall be the same as the Administrative Group.

- C. If the spouse of a full time employee within this bargaining group is employed by St. Johns Public Schools, the District will provide health, dental and vision coverage to only one of the two employees. The full time employee without the coverage will be eligible for the cash-in-lieu payments as outlined in the employee's respective contract.
- D. Employees not receiving health insurance benefits may be eligible to apply for district insurance benefits, at their own expense and with use of a payroll deduction plan. They will need to work with the Business Office to see if they qualify and are eligible for this "self paid" benefit.

ARTICLE XIII - COMPENSATION

- A. The regular wage rates for employees covered by this Agreement are in Appendix A.
- B. Employees assigned work hours beyond eight (8) hour in one day or forty (40) hours in one week will receive one and one-half (1 1/2) times their regular pay rate for the overtime hours worked.
- C. Any overtime hours or extra work time assignments will be assigned by the supervisor and be based on the needs of the event and qualifications of the individual. An attempt will be made to distribute overtime to a variety of employees who meet the qualifications of the overtime work to be done.
- D. Separation pay, (a form of "pay-off" for unused sick days), will be given to any Food Service employee that retires or resigns from the school district and has worked for ten (10) consecutive years in the St. Johns Public Schools' Food Service Department. Employees wishing to claim separation pay that resigns or for retirement purposes must give their written retirement notice to the superintendent within thirty (30) scheduled work days of retirement or resignation.
 - 1. Full-time employees will be entitled to a maximum of 100 days of reimbursement at \$18.00 per day. Not to exceed \$1,800.
 - 2. Part-time employees will be entitled to a maximum of 90 hours of accumulated sick time at \$9.00 per hour; not to exceed \$810.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be an alleged violation of the expressed terms of this agreement.
2. The term "days" shall mean days in which school is in session. During the summer months, the term "days" shall mean regular business days on which the administration building is open.

B. General Conditions

1. A written grievance shall be filed on the form in Appendix B.
2. Grievances not within the power and/or scope of the immediate supervisor to resolve may be entered at the Level Two (2) of the grievance procedure within five (5) days.

C. Hearing Levels

Level 1. An employee and Association having cause for a complaint shall, within five (5) days of its occurrence or knowledge of its occurrence, file a grievance form (Appendix C) with the immediate supervisor. An Association representative may participate if requested by the employee. A copy of the grievance form shall be given to the Association by the grievant at the time of filing. The immediate supervisor shall issue a decision within ten (10) days to the grievant and/or the Association by the immediate supervisor.

Level 2. If the grievance is not resolved or a decision is not issued at Level 1, the employee and Association may file the grievance with the Superintendent within five (5) days.

The Superintendent or designated agent shall arrange a meeting with the grievant and/or Association representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or designated agent shall issue a decision in writing to the grievant and/or the Association.

If the employee and the Association is not satisfied with the disposition of the grievance or if no decision is issued, the Association may decide to take the grievance to Level 3, giving written notice of their intent back to the superintendent, within five (5) days.

Level 3. The Association may initiate a hearing by the Board of Education. If a Board hearing is requested, the Board, not later than its next regular meeting or fifteen (15) days, whichever shall be later, shall hold a hearing on the grievance. Disposition of the grievance by the Board shall be issued in writing within ten (10) days after the hearing. The Board's decision will be final with no further appeal.

ARTICLE XV DURATION OF AGREEMENT

It is understood that the compensation schedule effective date is April 29, 2013. The rest of the contract is effective with the date of passage by the Board and ratification of the bargaining unit's membership, whichever is later.

It is understood that for this agreement/contract to become ratified and binding upon all members of the St. Johns Cafeteria Workers Association, it is required that a full time negotiator and a part time negotiator sign the agreement/contract.

St. Johns Cafeteria Workers Association

St. Johns Public Schools Board of Education

By *Sheryl Galleghe*
Full Time Negotiating Representative

By *William S. [Signature]*
President

By *Kathleen S. Dewis*
Part Time Negotiating Representative

By *Urbel Vorpel*
Secretary

Date 5-8-13

Date 4/29/13

APPENDIX A

SALARY SCHEDULE

Fiscal Years 2009-2015

	FY2009-10	FY2010-11	FY2011-12	FY 2012-13	FY 2013-14	FY2014-15
Central Kitchen Head	13.94	13.94	13.94	14.08	14.22	14.50
H.S. Kitchen Assistants	13.19	13.19	13.19	13.32	13.46	13.72
M.S. Kitchen Head	13.19	13.19	13.19	13.32	13.46	13.72
Satellite Kitchen Head/ After School Deli	12.26	12.26	12.26	12.38	12.51	12.76
Customer Service Staff (Line Servers, Ala Carte, Cleanup, Deli, Dishwashers, Cashiers, etc.)	11.68	11.68	11.68	11.80	11.91	12.15

NOTE: All new employees will begin at 30¢ per hour less than the salary schedule. At the end of 30 and 90 days, 15¢ raises will be given.

Appendix B

ST. JOHNS SCHOOL FOOD SERVICE ASSOCIATION

GRIEVANCE REPORT FORM

Union File No. (If Any) _____ Date: _____

Name: _____

Address _____ City: _____ Zip: _____

Date of Employment: _____ Date Grievance Occurred _____

Home Phone: _____ Work Phone: _____

STEP 1

Article and Section of Contract violated and details of complaint: _____

Settlement Desired: _____

Signature of Grievant: _____

Step 1; Supervisor's Disposition: _____

Supervisor's Signature: _____ Date: _____

Step 1; Disposition of Grievant: _____

Signature: _____ Date: _____

STEP 2

Date Received by the Superintendent or Designee: _____

Disposition of Superintendent or Designee: _____

Signature: _____ Date: _____

Disposition of Grievant: _____

Signature: _____ Date: _____

STEP 3

Date Submitted to Board: _____

Disposition of Board: _____

Board of Education Secretary Signature: _____ Date: _____