

Montrose Community Schools

Food Service Contract

2009 – 2011

**Negotiation Agreement
Food Service Workers**

This contract will be effective as of August 1, 2009 and shall continue in force until July 31, 2011. This Agreement will terminate after July 31, 2011 and may be amended, extended, and/or renewed by mutual Agreement.

**ARTICLE I
Recognition**

- A. The Board hereby recognized the Association as the exclusive bargaining Representative, as defined in Section II of Act 379, Public Acts of 1965, for all Cafeteria personnel.
- B. The Board agrees not to negotiate with any Cafeteria organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance adjusted without intervention of the Association.

**ARTICLE II
Salary Schedule**

A. Two year salary schedule:

2009-2010 (Hours of Regular Scheduled Employees)

Under 6 hours - \$90.00 one time off schedule lump sum payment

Over 6 hours - \$125.00 one time off schedule lump sum payment

Head Cook at HS/MS	12.44							
Leader at Carter	11.55							
	1	2	3	4	5	6	7	
Assistant Cooks	9.84	10.03	10.24	10.41	10.62	10.80	11.00	

2010-2011

Under 6 hours - \$115.00 one time off schedule lump sum payment

Over 6 hours - \$150.00 one time off schedule lump sum payment

Head Cook at HS/MS	12.44							
Leader at Carter	11.55							
	1	2	3	4	5	6	7	
Assistant Cooks	9.84	10.03	10.24	10.41	10.62	10.80	11.00	

2011-2012

Wage/Insurance Re-opener

Catering Wages

2009-2010	Weekdays	Weekends
Food Service Employee	11.37	11.89
Head Cook	12.55	12.93

2010-2011	Weekdays	Weekends
Food Service Employee	11.37	11.89
Head Cook	12.55	12.93

2011-2012 **Wage/Insurance Re-opener**

- B. Holidays: Christmas Eve, Christmas Day, New Year's Eve and New Years Day, Good Friday, Thanksgiving, Day after Thanksgiving, Memorial Day, Fall Break and Mid-Winter Break provided the school calendar is so arranged that school is not held.
- C. Snow Days: When school is not in session due to inclement weather, Cafeteria Workers shall be paid their regular hours up to a maximum of three (3) days each school year.
- D. The total unused portion of the annual sick leave allowance shall be permitted to accumulate without limit. If a Food Service employee voluntarily quits, retires or has their position eliminated after ten (10) years of employment, half (1/2) the accumulated sick leave shall be paid to the Cafeteria worker at the following rate: \$7.50 per hour.
- E. All Food Service Workers must take an unpaid fifteen (15) minute lunch break.
- F. Each Food Service Worker who works at least one and one half (1.5) hours per day will receive up to **\$150.00** a year uniform allowance. Bills must be presented to the business office. All bills must be submitted no later than January 1st.
- G. Hours for catering will be rotated to the greatest extent possible; however, one cook must be on duty for each event. A signed availability list will be established in September for those desiring work for catering. The list will be arranged, by seniority, and workers will be requested to work for catering on a rotation basis beginning with the individual with the most seniority. If an employee declines to work they will not be asked to work until it is their turn in the rotation. Catering wage will not be paid for prep work completed during regular work hours. Only non-scheduled school calendar days/events are considered catering. The Food Service Supervisor will assign catering personnel based on the provisions listed above.
- H. Any fees that are incurred for classes that the employer mandates that the employee attends will be paid for the by the employer.

ARTICLE III
Sick Leave

- A. All Food Service Workers absent from duty on account of personal illness or any other approved reason shall be allowed full pay as follows: Ten (10) days sick leave shall be credited to each Food Service Worker at the commencement of the school year. If unused the days may be accumulated without limit.
- B. Two (2) days will be granted for personal business. However, if unused they may only accumulate as sick leave, not as personal business. When a personal day is proposed to be taken, notice shall be given to the designated administrator at least forty-eight (48) clock hours prior to said day. Emergency requests for personal days, based upon urgent and unforeseen circumstances, may be made within the forty-eight (48) hour period to the Superintendent of Schools.
- C. Leave of absence with pay chargeable against the employee's allowance:
 - 1. A maximum of five (5) days per school year for family illness or injury of an immediate family member.
 - 2. A doctors appointment that cannot be schedule another time.
 - 3. A maximum of five (5) days per school year for a death in the immediate family.
 - 4. Immediate family is defined as spouse, children, step children, grandchildren, parent or equivalent, mothers-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparents of either spouse or any family member residing in the household.
 - 5. An employee may take one (1) day per year to attend or participate in a funeral.

ARTICLE IV
Insurance

The employer will pay the employee a subsidy to be used for health insurance options. The subsidy will be paid in the following manner.

- (a) Cash option in the amount of \$40.00 per month for 12 months (from which applicable withholding will be made) if the employee averages six (6) or more hours work per day on a regular basis or if applicable, cash option in the amount of \$35.00 per month for 12 months (from which applicable withholdings will be made) if the employee averages less than six (6) hours work per day on a regular basis.
- (b) District-paid premium equal to the cash option in (a) above to be applied toward the purchase of qualified benefits under District-sponsored welfare plans including, but not limited to, long-term disability, short-term disability or group term life insurance. The employee must elect to pay the remainder of the required premium for such qualified benefit by means of compensation reduction pursuant to the terms of a cafeteria plan.

It is the employees' responsibility to elect option A or option B and notify the business office of their election. Cash options to be paid on the 1st pay of each month September through June.

ARTICLE V
Concerns Procedure

- A. Level One (1) concerns must be presented verbally to the Food Service Supervisor.
- B. Level Two (2) concerns not resolved informally between the employee and the Food Service Supervisor shall be presented in writing to the Supervisor who will reply in writing to the concern within ten (10) days.
- C. Level Three (3) concerns not resolved at Level Two (2) shall be presented to the Superintendent within the ten (10) school days after the Supervisor's reply; provided the employee still wishes to pursue the concern. Concerns not pursued within the ten (10) day limitation shall be considered dropped.

ARTICLE VI
Seniority

The Board recognized seniority should be taken into account when a staff reduction is necessary. On the other hand, the Association recognizes that not all Food Service Employees have the skills to function in each position (i.e. drive a truck, clean, lift heavy boxes, cook, act as a cashier, etc.). If a staff reduction is made the Board will attempt to use seniority to determine the order of lay-off. A laid-off staff member who believes their skills are adequate to perform the tasks of a lower seniority person still employed has the right to request a hearing with the Superintendent.

If the Superintendent grants the Food Service Worker's request to "bump" a lower seniority person, the Food Service Worker will have thirty (30) days to demonstrate that his/her skill is adequate to perform the assigned tasks. If the Food Service Worker is unable to perform the assigned tasks in a satisfactory manner, the employee shall be returned to laid off status. The seniority list will be updated annually and posted by September 30 for the employees to verify seniority dates.

An employee that is placed on workman's compensation will continue to gain seniority for ninety (90) calendar days from the date that employee is placed on workman's compensation. If an employee takes sick leave they will continue to gain seniority for ninety (90) calendar days beyond the day that their sick leave is exhausted.

ARTICLE VII
Vacancies and Promotions

- A. All vacancies shall be posted within ten (10) workdays of that vacancy.
- B. All vacancies shall be posted for a minimum of ten (10) school days in each kitchen before assignment is made.
- C. Assignments shall be made within fifteen (15) workdays after the posting has expired.
- D. The Supervisor may fill any vacancy immediately on a temporary basis.
- E. Any Cafeteria Worker has the right to apply for a vacancy.

- F. The Cafeteria Worker must demonstrate adequate skills to perform the tasks inherent in said vacancy. Such demonstration shall be by virtue of his/her training, initiative, experience, performance on other similar tasks, etc.
- G. Upon successfully demonstrating adequate skills the Cafeteria Worker will be given thirty (30) working days to demonstrate that he/she is capable of doing the job.
- H. If the Cafeteria Worker is unable to perform adequately during the thirty (30) day period, the Worker shall be returned to her former position.
- I. A substitute shall work the lowest hours at the building where they are working.

ARTICLE VIII
Duration of the Agreement

This agreement shall be effective as of August 1, 2009 and shall continue in effect for two (2) years until July 31, 2011.

This agreement will terminate July 31, 2011 and maybe amended and/or renewed by mutual agreement.

WITNESS OUR HANDS AND SEAL THIS _____ DAY OF _____ A.S., 200__.

MONTROSE COMMUNITY SCHOOLS
FOOD SERVICE WORKERS ASSOCIATION

MONTROSE COMMUNITY SCHOOLS
GENESEE & SAGINAW COUNTIES, MI
by the MONTROSE BOARD OF
EDUCATION

