

GALESBURG-AUGUSTA

FOOD SERVICE

TERMS OF EMPLOYMENT

2017-2020

This agreement is made by and between the Galesburg-Augusta Community Schools, Kalamazoo County, Michigan, Board of Education and the Food Services Personnel of the Galesburg-Augusta Community Schools.

Article I – Handbook Coverage

I.1 The board recognizes that the Food Services Employees of Galesburg-Augusta Schools shall have here defined all wages, hours, terms and conditions of employment for all Food Services workers employed by the board. Excluded from this contract are all supervisory personnel, student help, Central Office personnel, and those employees covered by another Galesburg-Augusta Community School District contract.

I.2 Definitions. The word and phrases here and after set forth shall have the following meaning:

I.21 Employees shall mean all Kitchen Managers, Assistant Managers and Cooks.

I.22 An Assistant Manager is any Food Service employee who is not a kitchen manager who works more than five hours per day and can fill in when the kitchen manager is absent. Upon approval by the Food Service Director, an exception may be made for the five hour limit.

I.23 A Cook is a Food Service employee who works between 3 and 5 hours per day.

I.24 Kitchen Manager is defined as a Food Service employee who will typically work each membership day. The Kitchen Manager will be in charge of the general operation of a particular building kitchen.

Article II – Compensation and Benefits.

II.1 This agreement shall be in effect through June 30, 2020.

II.2 All employees shall strive to work contracted hours organized in such a way as to not necessitate extension of hours. Extension of hours must be approved through the Food Services Director. The Superintendent will compensate any employee working beyond forty hours per week on 1.5 times the regular hourly rate as authorized. Upon request of the Director, a meeting may be held for up to two hours per month. Regular salary shall be paid for these hours if attendance is mandatory.

II.3 Cooks, assistant managers, and kitchen managers shall be given \$200.00 per year for uniform allowance (with receipt). Matching uniforms will be worn each membership day.

II.4 Where eligible, food service personnel may purchase health and accident insurance through the school carrier, 100% of this cost shall be born by the employee.

Article III – Working conditions.

III.1 The immediate supervisor in all kitchens will be the Kitchen Manager. The Kitchen Manager will be directly responsible to the Food Service Director for their particular kitchen. The Food Service Director will be directly responsible to the Business/Operations Manager of Schools or their Designee.

III.2 The Director of Food Service shall set the regular hours of employment prior to the first day of school.

Article IV – Vacancies and Promotions.

IV.1 Whenever vacancies or other opportunities in any position covered under this agreement occur; the employer shall advise employees by posting such notice in the office of each building. However, upon mutual agreement between an employee and the Director of Food Service, a current employee may be transferred to a vacant position prior to the posting of that position. Each vacancy shall be posted for at least seven calendar days. While internal applicants for vacancies will always be given first consideration, the Board is under no obligation to hire internal applicants in such situations and reserves the right of placement and hours worked.

IV.2 In situations where an employee is required to work in a higher classification for the purpose of covering for an employee who is on an approved leave, such employee shall be paid at the higher rate as of the 11th consecutive day of such temporary assignment. During the temporary assignment, there will be no other increase with regards to other benefits.

Article V- Layoff and Recall

V.1 Employees shall be laid-off on the basis of seniority. Seniority is defined as the date of hire, broken out separate by position (see Article I. 22-24 for position definitions).

Employees shall accumulate seniority on the basis of time worked. Any employee averaging at least 20 hours per week for at least 150 contracted days shall accumulate one year of seniority. Employees working on less than a 20 hour per week basis shall accumulate seniority based on a pro-rated basis.

V.2 Employees laid-off shall have the right to recall based on the reverse order of the lay-off.

Article VI – Employee Rights

Grievance. Disagreements that arise during the course of employment may be resolved through a grievance procedure. The grievance procedure is intended to be used in those manners, which cannot be resolved through the normal work procedure.

If a grievance does occur, the employee shall have ten days from the time of the occurrence to write a written claim. The claim should include:

- A. Identification of the employee
- B. Facts upon which the claim was based.
- C. The term or condition of employment allegedly violated.
- D. The specific relief requested.
- E. The date of the claim.
- F. The signature of the employee

This claim shall be filed with the Food Service Director.

The Food Service Director will issue a written response within ten days of receipt. If the grievant is not content with the response, a formal conference will be held with the Business

Manager, or his/her designee within five days. If the employee is still not satisfied with the results, the employee may request a claim review.

Claim review. A claim review will be scheduled at a convenient time for all parties upon the request of the employee (but not to exceed ten days upon request.) The Superintendent shall make the review of the claim. The disposition of a claim shall be in writing, mailed to the grievant, and shall be binding and considered final.

Article VII – Leave Policy

VII.1 – Sick Leave. At the beginning of each school year, each employee covered under this contract shall be credited with 5 sick days per year. Allowance to be used for absence caused by illness, physical disability, and doctor/dental appointments of the employee. The unused portion of such allowance may accumulate to a total of 100 days. Compensation for sick leave shall be made based on the average daily hours contracted by the particular employee. Sick leave may be taken in one hour increments.

In the event of illness of a member of the employee's immediate family, an employee may request up to five days per year to be deducted from the employees accumulated sick leave for the purpose of caring for said family member. Such leave shall not be requested when other family members are available to provide such care.

Immediate family is defined as mother, father, sister, brother, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law. Extension to this list may be made by special request to the Superintendent whose decision shall be final.

VII.2 – Personal Leave. Full and part-time employees will be provided with two personal leave days per year. Personal leave shall not be accumulative and all requests for personal leave must be submitted and approved at least three days prior to the anticipated absence. Personal leave shall not be taken on those days immediately before and after holiday nor during the first or last week of school except when deferred by the Superintendent whose decision shall be final. Personal business leave may be taken as half day increments. Personal business may be used for any business that cannot be contracted within business hours of the employee according to the Terms of Employment.

VII.3 – Funeral Leave. Full and part-time employees shall be allowed up to three days leave with pay in the event of the death of an immediate family member in an employee's family.

Immediate family is defined as mother, father, sister, brother, husband, wife, child, grandparent, grandchild, father in-law, mother in-law. Extension to this list may be made by special request to the Superintendent whose decision shall be final.

VII.4 – Snow Days or Other Emergencies. No employees will be expected to report for work on snow days or other school closures caused by emergencies. All contract employees shall be paid up to 6 days. If additional time is required they shall be made up by extending the school year. The last day for Food Service Employees shall be postponed until the day after the rescheduled day(s) are made up.

VII.5 – Jury Duty. An employee shall be entitled to leave for jury service, which cannot be scheduled outside of the work day. The employee shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.

VIII – Holiday and Vacation. Food Service employees shall be paid for the following Holidays or day at the same rate and hours as indicated by individual employment agreements:

1. Thanksgiving
2. Day after Thanksgiving
3. Christmas Day
4. New Years Day
5. Good Friday
6. Labor Day
7. Memorial Day

Kitchen Managers, Assistant Managers and Cooks shall be entitled to **cash in lieu of vacation** to be paid ~~vacation leave to be paid~~ the last pay in November, in accordance with the following schedule:

- 5 days after 1 year
- 10 days after 6 years
- 15 days after 15 years
- 20 days after 20 years
- 23 days after 25 years

~~The vacation days must be taken on non-student school days (i.e. Christmas or Spring break) or by prior approval from the Food Service Director.~~

IX – This agreement shall be in effect as the 1st day of July, 2017 and shall continue in effect for three years until the 30th day of June, 2020. This agreement shall not automatically renew upon expiration.

PAY SCHEDULE

I.	Kitchen Manager	\$12.61
II.	Assistant Manager (5+ hrs/day)	\$11.08
III.	Cook (3- less than 5 hrs/day)	\$10.35
IV.	Substitute	\$ 9.69

_____ Date _____
Cheryl Colvin, Negotiator

_____ Date _____
Cheryl Cadwell, Negotiator

_____ Date _____
Dania Bazzi, Superintendent