

# **Three Rivers Community Schools**

## Food Service Personnel Work Agreement

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**September 2018 – August 2020**

Effective Date: August 27<sup>th</sup>, 2018

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## 1. Wage Schedule

A.

Years of Service	2018-2019	2019-2019
Beginning	\$10.21	Wage Re-Opener
1	11.15	
2-3	11.89	
4	12.66	
After 10	12.82	
After 15	12.87	
After 20	12.92	
After 25	12.97	
Subs	Minimum Wage	

Contract will reopen for wages for 2019-20120.

- B. A fiscal year anniversary date will be used to determine increment increases will be used for all employees.
- C. Years of services will be limited to that experience gained as a food service employee for Three Rivers Community Schools.
- D. Satellite workers will be paid for a minimum of three (3) hours for each day their school serves hot lunch. Register workers will be paid for a minimum of two and a half (2.5) hours for each day their school serves lunch.
- E. The Food Service Director's Assistant will be paid \$1.65 more per hour than what s/he would normally make at his/her respective step.
- F. The head cook at the production kitchen will be paid \$1.35 more per hour than what s/he would normally make at his/her respective step.
- G. The head cook at the 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.
- H. Staff members who work outside dinners will be paid at \$15.00 per hour. This pay will run through the district payroll.
- I. The food service delivery driver will be paid \$.50 more per hour than what s/he would normally get at his/her respective step.
- J. The assistant cook will be paid \$.50 more per hour than what s/he would normally get at his/her respective step.

## 2. 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, or 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. Employees can earn a maximum of eight (8) days each year. **Leave days** may accumulate to one hundred (100) days total. Employees who have over one hundred (100) accumulated leave days as of February 9, 2011 will be grandfathered. During months when leave is granted and also used by an employee, they employee will still receive that months issuance to be able to use it that month.

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

**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 workers' 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 workers' compensation benefits shall have the right to deduct fractional sick leave days from unused accumulated sick leave for the purpose of supplementing workers' compensation benefits to the extent necessary to equal the employees regular daily rate of compensation.
  - a. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.
  - b. Leaves extended more than three (3) consecutive days shall require medical documentation of the necessity of the leave.
  - c. If 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.
  - a. The term "immediate family" shall mean any person who is the spouse, child, step child, foster child, children assigned by the court, or parent of the employee or the employee's spouse.

- b. Leaves extended more than three (3) consecutive days shall require medical documentation of the necessity of the leave.

B. **Perfect Attendance.** Any food service employee who has perfect attendance will receive \$150.00 in payment. Perfect attendance is defined as no time missed for any reason for the entire work year except for Jury Duty.

C. **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 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 designee.

D. **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.

3. **Holidays.** The following holidays shall be observed:

Labor Day  
Thanksgiving Day and the day after  
Christmas Day  
New Year’s Eve Day  
New Year’s Day  
Memorial Day  
Good Friday

An employee shall receive his/her regular compensation for the above holidays if the employee was not absent the last scheduled work day preceding the holiday and the first scheduled work day following the holiday.

4. **Adverse Weather.**

If school is closed on scheduled instructional days because of adverse weather, unscheduled school closings, or other emergencies and no food services are required, employees will not be

paid for such days past the 5 described below. If such student instruction days are rescheduled past the five (5) paid, employees shall be required to work on any such days and will be paid at their regular daily rate of pay.

Food service employees will be paid for the normal hours they would have worked for five (5) "Act of God" days.

## **5. Separation of Benefits.**

All employees who have completed ten (10) consecutive years of service shall, upon voluntary termination of employment, be reimbursed for unused sick leave days at the rate of \$25.00 per day. The maximum allowable separation benefit shall not exceed \$2,200.00. After 20 years of service, the maximum allowable separation benefit shall not exceed \$2,400.00.

## **6. Insurance**

The Employer agrees to contribute on behalf of the employees who regularly work thirty (30) hours or more per week the sum of \$134.00 per month toward Plan "A" or Plan "B" below.

The employer agrees to contribute on behalf of the employees who regularly work less than thirty (30) hours per week the sum of \$110.00 per month for toward Plan "A" or Plan "B" below.

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.

The employer will sponsor single or single and children coverage only. Two person or family coverage may be purchased by the employee at their expense through payroll deduction at their full cost.

## **7. Uniform Allowance.**

An annual uniform allowance shall be available to food service employees according to the following schedule:

- A. \$75.00 for employees who work 30 hours or more per week
- B. \$60.00 for employees who work less than 30 hours per week

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

## **8. Probationary Period.**

A new employee shall be on probation for ninety (90) days. The ninety (90) days will be consecutive calendar days, and will exclude the first day of the start of summer vacation and continue through the summer. The probationary period will resume the first mandatory meeting of the new school year. The probationary period starts the first day the employee is scheduled for work and receives pay for the time worked. All employee benefits start at the completion of the probationary period. During such probationary period, the employee may be disciplined, suspended, or discharged by the Employer for reasons satisfactory to the employer.

Substitutes that have worked and turn to regular employees will be allowed to put days subbed towards the ninety (90) days. If they have worked already a full ninety (90) days, then they are not subject to a probationary period.

**9. Emergency Financial Manager.**

If an emergency financial manager is appointed under PA 436 of 2012, the Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement as provided in that Act.