6/30/2000

## ST. JOHNS CAFETERIA WORKERS ASSOCIATION

## MASTER AGREEMENT

1997-2000

LABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University

3856

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#### ARTICLE I

#### <u>RECOGNITION</u>

St. Johns Public Schools desires 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.

It is good for us to take pride in our work, to improve our skills and to be concerned about our particular area of responsibility. Anything we do will, to the best of our 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 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

## ARTICLE II

#### ASSIGNMENT

The Cafeteria Supervisor will assign all new positions at least two (2) weeks prior to the beginning of the school year, except in case of emergency.

#### A. Work Days

The normal work day for full-time employees is 6 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.

All work schedules shall be assigned by the supervisor.

#### B. Work Year

Employees will work the days that school is in session 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 and will receive four (4) paid holidays.

C. In the absence of the cafeteria supervisor, the head cook will serve as the temporary supervisor and receive an additional 47 cents per hour. The head cook's temporary replacement will be paid at the rate of 47 cents extra per hour. When available, added assistance will be provided to the entre' department during such dual coverage.

#### D. Snow Days

If scheduled instructional days are canceled due to inclement weather or other conditions which make it impractical to hold classes, these scheduled days of work will be advanced one weekday date on the school calendar, to provide for make up of the canceled day(s), with the exception of the first two days, which will not be made up, but for which full-time and part-time employees will be paid. All make up days will be without additional compensation. Employees may be required to report for work on days when school is canceled 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, 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.

## ARTICLE III SENIORITY

A seniority list will be developed and will be used as one means of assigning positions. This does not mean employees will be assigned positions based solely on seniority, but it will be taken into consideration. Required skills for the opening available, past work performance, certified inservice training certification, attendance and ability to work with others will be the primary factors considered for any work or position assignments.

The employer may adopt a policy requiring employees to retire from employment when the employee reaches the age of seventy (70) years.

All new or open positions will be posted a minimum of five (5) days prior to filling the position.

Full time employees may be offered additional hours prior to part time employees, when such assignment does not conflict with their daily assigned work schedule, and the employee is qualified for the position.

# ARTICLE IV

#### A. Sick Leave

All full-time employees will receive 10 sick days per year accumulative to 125 days. Less than six (6) hour employees will receive one (1) hour of sick time for each eighteen (18) hours worked accumulative to 125 hours. Sick leave days may be used for personal illness, accidental injury or disability of the employee or to attend to the illness of an employee's child when no other arrangements are possible. A physician's statement and/or verification may be required in cases of chronic illness and/or absences of three (3) or more consecutive work days.

Also, each employee may use sick leave days to attend to the illness of his/her spouse or parent when no other arrangements are possible and the presence of the employee is needed. A physician's statement and/or verification may be required.

#### B. Personal Business Days

Two (2) days of accumulated sick leave may be used annually as personal business days to attend to matters which cannot be conducted at times which do not interfere with employment. At least one day prior notice is to be given for usage, except in cases of emergency. The reason for usage does not have to be stated.

Personal business days may accumulate from year to year to a maximum of six.

#### C. Bereavement

Paid leave up to a maximum of three (3) days, not chargeable against sick leave, will be granted 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, Step parents and Step children, son or daughter-in-law, sister or brother-in-law, grandparents and grandchildren. In the event of the death of the employee's spouse or child, an additional three (3) days, chargeable against sick leave, may be used.

#### D. 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.

E. An employee who is incapacitated or disabled due to illness or injury, and who has exhausted all earned and accumulated paid sick leave, shall be placed on an extended illness unpaid leave of absence and shall accrue seniority for the durations of his/her disability, up to one year. An employee may submit an application for an extension of the leave on an annual basis pursuant to the procedures set forth in Section A of this Article. (Seniority shall not continue to accrue during an unpaid leave of absence beyond the first year of unpaid absence retroactive to the beginning of the 1995-96 school year.) Upon return from leave, the employee shall be returned to his/her position, if in existence, or to an equivalent position. In addition, the employee will be covered under the Family Medical Leave Act.

## ARTICLE V UNPAID LEAVE OF ABSENCE

- 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, shall be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one year. An employee may submit an application for an extension of the leave on an annual basis pursuant to the procedures set forth in Section A. of this Article. Seniority shall continue to accrue during an unpaid leave of absence for extended illness. Upon return from leave the employee shall be returned to his/her previous position, if in existence, or to an equivalent position.
- C. Upon written application an employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her new born or newly adopted child for a period of up to one year. Seniority shall not 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.

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## ARTICLE VI GENERAL TOPICS

- A. Food preparation for special groups: Generally it is understood that the food will be prepared just prior to the time set for eating and at a time other than normal working hours. Work for extra dinners, banquets or the like, will pay at the regular rate of the employee working said 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. Beginning with the 1994-95 school year, full time, contractual staff will receive their first pay on September 9, 1994. 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 25 to 27 pays.
- E. All certified members will be reimbursed for Continuing Educational Credits (CEC) up to a maximum of 15 over a three (3) year period, at the rate of the class or workshop, but not to exceed \$15 per credit. The Employee will submit documentation to the Supervisor that CEC's have been earned. The supervisor will review and submit to the Business Office for payment by May 1<sup>st</sup> of each calendar year.

All certified members of ASFSA and MSFSA will be reimbursed each year for membership dues. The Supervisor will review and submit for payment.

#### **ARTICLE VII**

#### DURATION OF AGREEMENT

This Agreement shall become effective upon July 1, 1997, through June 30, 2000.

St. Johns Cafeteria Workers Association

By Negotiation Committee

By Cathy Ommen Negotiation Committee

Date <u>10-10-97</u>

St. Johns Public Schools Board of Education

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By\_ any Secretary

## APPENDIX A SALARY SCHEDULE

	1997-98	1998-99	1999-2000
Head Cook	10.81	11.03	11.25
Head Baker	10.81	11.03	11.25
Head Salad	10.81	11.03	11.25
Ass't. Cook, Baker & Salad	10.34	10.55	10.76
Jr. High and Elementary & Deli Dept. Head	9.52	9.71	9.90
Part Time			
Dishwasher, Distribution,	9.00	9.18	9.36
Line Server, Cleanup			

<u>NOTE</u>: All new employees will begin at  $10\phi$  per hour less than the salary schedule. At the end of 30 and 90 days,  $5\phi$  raises will be given.

#### Additional Benefits

<u>Additional Pay</u>: In the absence of a department head, the replacement will receive the absent employee's rate for temporary supervisory duties.

<u>Medical Insurance</u>: A school year employee assigned to 30 or more hours per week, on a regular basis, will receive a health care benefits package equal to those given to the secretarial support group which includes dental, vision, long term disability and life insurance.

<u>Uniform Allowance</u>: A \$170 uniform allowance will be provided each year for full time employees. Employees working less than 30 hours at the high school and middle school, and required to wear full uniform, shall receive \$120 each year. Uniform allowance payment shall be paid within 30 days following the start of the school year for regular employees, or following three (3) months of employment in the case of new employees.

At the elementary level, staff will wear aprons provided at the building while performing cafeteria duties. Five (5) aprons will be available at each building.

Separation Pay: Employees wishing to claim separation pay must give notice of 10

working days in advance of separation.

Any full-time cafeteria employee working 6 hours or more, and having worked for the district in a full-time capacity for ten (10) consecutive years, shall be entitled to a maximum of 100 days accumulated sick leave at \$15.00 per day, not to exceed \$1,500.00.

Any part-time cafeteria worker working less than 6 hours and having worked 10 consecutive years, shall be entitled to up to a maximum of 60 hours of accumulated sick leave at \$8.00 per hour, not to exceed \$480. In order to qualify, one must give 10 work days of advance notice.

#### APPENDIX B

#### **DUTIES OF CAFETERIA WORKERS**

#### <u>Head Cook</u>

- 1. In charge of her department.
- Assists supervisor in meal planning on a weekly schedule to insure variety and quality.
- 3. Makes sure that the main dish is ready to meet the time and temperature demands of the various food centers.
- 4. Controls food supply of own department during serving times to meet the demands of the food lines.
- 5. Cleans own department after lunch periods.
- 6. Post list of supplies needed for the department on board so the custodian can get it out for the next day.

#### Assistant Cook

- 1. Assists head cook with main dish.
- 2. Assists clean up department at end of serving time.
- 3. Assists where needed.
- 4. Will be in charge of department when Head Cook is absent.

#### <u>Head Baker</u>

- 1. In charge of bakery department.
- 2. Assists supervisor in bakery menu planning on a weekly schedule.
- Has all goods ready to meet time and temperature demands of the various food centers.
- 4. Assists supervisor in product needs and inventory.
- 5. Cleans own department after lunch period.
- 6. Posts supply list on board for custodian to get out for next day.

#### Assistant Baker

- 1. Assists Head of Department in bakery needs.
- 2. Assists where needed.
- 3. Assists clean up department when lunch period is over.
- 4. In charge of bakery department when Head is absent.

#### Salad Department

- Head of Department has salads or fruit ready for Junior and Senior High, and Elementary Schools at the assigned time(s).
- 2. Oversees H.S. salad bar at lunch time.
- 3. Assists supervisor in ordering produce and supplies.
- Assists supervisor in salad menu planning and variety of choices on a weekly schedule.
- 5. Cleans up own department.
- 6. Posts supply list on board for custodian to get out for next day.

#### Assistant Salad Department

- 1. Assists Head of Salad Department.
- 2. Assists in clean up of Department.
- In charge of salad preparation for Middle School and communication with Middle School.
- 4. In charge of orderliness and cleanliness of both walk-in coolers.
- 5. In charge of salad department when Head is absent.
- 6. Assists where needed.

All other full-time food service personnel listed above to work as assigned and as program needs demand.

#### Part-time Workers at Senior High

Assists in kitchen areas assigned by supervisor.

#### Part-time Workers at Junior High

- 1. One person will come in and set up serving lines for lunch periods.
- 2. Takes care of food that comes from Senior High for lunches.
- 3. Stays and cleans up after lunch periods.
- 4. Assists where needed during serving time.
- 5. Maintains a pleasant atmosphere for the students.

#### Part-time Workers at Elementary Schools

- 1. In charge of set up and take down of serving lines for lunch periods.
- 2. Takes care of food that comes from central kitchen for lunches.
- 3. Cleans up after lunch periods.
- 4. Maintains a pleasant atmosphere for the students.
- 5. Communicates to the supervisor concerns and suggestions regarding menus and working conditions, which will enhance the success of the food program.

All personnel assignments are subject to change as menu and program needs dictate.