

6/30/2003

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CAFETERIA EMPLOYEES AGREEMENT

between

JONESVILLE COMMUNITY SCHOOLS, hereinafter referred to as the Employer

and

The JCS COOKS ASSOCIATION, hereinafter referred to as the Employee

Jonesville Community Schools

Effective: July 1, 2000

Expires: June 30, 2003

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ARTICLE I

Purpose

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the Employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

Management Rights

The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer or to suspend, discharge or demote employees for just cause, subject however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

All rights, powers and interests which have not been expressly granted to the Employees by the provisions of this Agreement are reserved to the Employer.

The Employer will take reasonable measures in order to: 1) provide heat, light and ventilation to employees at their place of work; 2) control drafts, noise, toxic fumes, dust, dirt, grease and job hazards to which employees are subject at their place of work.

ARTICLE III

New Jobs

The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job description, specification and classification, rates of pay and to place them into effect. Whenever new buildings or a job is made operational the Employer shall establish the job description.

ARTICLE IV

Jurisdiction

- A. Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered under this Agreement only for the purpose of instructional training, experimentation or in cases where there would be no employee in the bargaining unit available to perform such work, except for the work that has been performed historically by the Food Service Director. The Food Service Director shall hire substitute employees only for full day absences of full time employees.

- B. It is agreed between the parties that any employee who works less than the established hours in his/her classification and is covered by this Agreement, shall be entitled to a pro-rata portion of all of the benefits as provided under this Agreement, based upon the hours the employee works for the Employer. However, substitute and casual employees are excluded from any and all of the provisions of this Agreement.

ARTICLE V

Contractual Work

The right of contracting or subcontracting is vested in the Employer. However, the Employer shall not contract or subcontract services of an outside agency to enter the premises for reasons of providing on site food preparation and/or distribution. In the event of a personnel cutback or a phase out of work for any reason, the employees covered by this Agreement shall be allowed to exercise their seniority rights to displace less senior employees covered by this Agreement, provided, however, said senior employees have the required qualifications to perform the work required in the classification.

ARTICLE VI

Discipline - Discharge

Dismissal, suspension, and/or any other disciplinary action of non-probationary employees shall be only for just and stated cause with non-probationary employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or discharge are the following: drunkenness, dishonesty, insubordination or willful violation of agreed upon rules, as appear in the school policy book.

ARTICLE VII

Transfers and Promotional Procedure

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within ten (10) working days from the date of vacancy, and the employees shall be given five (5) days time in which to make written application. The senior employee making application may be transferred to fill the vacancy or new position, provided the applicant is best qualified to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: 1) type of work; 2) the starting date; 3) rate of pay; 4) hours to be worked; 5) classification.
- B. Temporary transfers to a higher classification are not to exceed ten (10) working days during which period of time there shall be no difference in the rate of pay. If the transfer exceeds the ten (10) working days then the employee shall receive the rate of pay for that classification for all hours worked in that classification. Temporary transfers will be made on a seniority basis.

- C. Temporary transfers shall be for a period of no longer than thirty (30) days (except extensions by agreement).
- D. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about October 1 of each year, such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE VIII

Seniority

- A. Employees shall be regarded as probationary employees for the first sixty (60) working days of active employment from their last date of hire. Lay off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- B. Probationary employees completing their probationary period satisfactorily shall be granted seniority to date of hire. Employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer.
- C. Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser senior employee who is on a classification previously held by the employee; provided, the senior employee is qualified to hold the position held by the least senior employee.
- D. An employee shall lose her seniority for the following reasons:
 - 1. Employee resigns.
 - 2. Employee is discharged for cause.
 - 3. Employee is absent for one (1) working day without notifying the Employer and/or without good and sufficient reason.
- E. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.

ARTICLE IX

Grievance Procedure

A grievance shall be a direct or an alleged violation of this contract.

Step One

- A. An employee having a grievance shall present it orally to the cafeteria manager.
- B. If the grievance is not settled orally, the employee, within twenty four (24) hours, may request the supervisor to call the superintendent.

Step Two

- A. Within five (5) working days, if the Employee so requests the Board or its representative will meet further with the Employee to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon.

ARTICLE X

Leaves of Absence

- A. Leaves of absence without pay shall be granted for reasonable periods of time for the purposes listed below:
 - 1. Physical or mental illness
 - 2. Child Care
 - 3. Training related to an employee's regular duties in an approved educational institution
 - 4. Prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same household.
- B. All requests for leaves of absence shall be made in writing to the Food Service Director stating the reasons and the approximate length of leave requested.
- C. Leaves will be granted all employees per the existing Family Medical Leave Act.
- D. Three days a year may be used for personal business. Personal business means an activity that requires the employee's presence during the work day and of such nature that it cannot be attended to at another time. Applications for business leave must be submitted to the Food Service Director in writing in advance. Personal business days shall not be granted prior to or the day following a vacation or holiday unless approved by the Food Service Director. Unused personal leave days each year will accumulate as sick leave days.

ARTICLE XI

Hours and Work Week

Section 1

- A. The normal work day for the cafeteria helpers covered by this Agreement shall be scheduled by the Food Service Director, but shall not exceed six and one-half (6 1/2) hours per day including lunch, without the permission of the superintendent.
- B. The normal work year covered by this Agreement includes the following:
 - 1. Cafeteria workers shall be scheduled for a minimum of 178 days x (times) 6.5 hours daily = (equals) 1157 hours per year.

Section 2

A. Overtime rates will be paid as follows:

1. Time and one half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a twenty four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.
2. Two (2) times the base rate shall be paid for all hours worked on Sunday or a holiday.

Section 3

A. Overtime shall be divided and rotated as equally as possible according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

Section 4

A. Each employee covered by this Agreement shall be entitled to one fifteen (15) minute rest period per work day. Such rest periods shall be granted to the employees at different periods so as not to disrupt the orderly operations of the lunch program.

Section 5

- A. Employees shall not be required to work on days when school is not in session due to inclement weather or other conditions not within the control of the Board of Education. In the event the district is not required to make up such days to receive State aid payments employees will receive their regular rate of pay for the days. If the district is required to make up the day no pay will be issued for the day(s).
- B. Any employee required to work any rescheduled days shall be paid for all those days so scheduled and worked.

ARTICLE XII

Uniform Allowance

All employees covered by this Agreement shall receive a uniform allowance of \$150.00 with the first payroll of the contract year. New hires shall receive a prorated portion of the total allowance after having successfully completed the probationary period. Upon separation prior to the end of the contract year, the remaining proration of unearned clothing allowance shall be deducted from wages due.

Employees are to submit documentation verifying the purchase of uniforms. If no such documentation is presented by December 1st of each year, then the school district is authorized to deduct the uniform allowance from the next regularly scheduled payroll period.

ARTICLE XIII
Jury Duty

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days. (Employee shall make a notation on their time card).

ARTICLE XIV

Sick Leave and Funeral Leave

- A. Each full time employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per school month, part-time employees shall receive pro-rated portion of sick days per school month worked with a limit of 100 days. It is understood that part-time employees shall be entitled to prorated portion of all benefits provided under this paragraph and other paragraphs of this Agreement.

- B.
 - 1. Sick leave shall be granted to an employee when incapacitated from the performance of duties by sickness, pregnancy, injury or for medical, dental or optical treatment; provided, that an employee must immediately notify the Employer in the case of pregnancy and shall then be granted a leave of absence immediately. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee or when through exposure to contagious disease, the presence of the employee at their employment positions would jeopardize the health of others. The Employer may request a medical certification from a physician to verify that failure to work was due to illness.

 - 2. An employee who has exhausted all accumulated sick leave days and is unable to work because of personal illness or disability shall be granted a leave of absence without pay for the duration of the illness or disability up to one (1) year. The employee may be required to provide a physician's statement verifying that the employee is capable of returning to work may be required. Such leaves of absence shall not affect the employee's seniority rights, except that sick leave and seniority rights will not accrue during such leave of absence.

- C. Funeral Leave
 - 1. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family; spouse, children, grandchildren, parents, mother-in-law, father-in-law, brother, sister, grandparents, brother-in-law or sister-in-law.

 - 2. Employees may be granted, by the Food Service Director, one day with pay to attend funerals of others. The decision of the Food Service Director, in each case, shall not be subject to the grievance procedure.

ARTICLE XV

Retirement

- A. Cafeteria employees shall be allowed to retire at any age, however, an employee may be permitted to continue in employment with the School District to the extent as provided by State and Federal laws relative to employee retirement.
- B. Cafeteria employees retiring or severing employment and having qualified for the payments under the Michigan School Employee's Retirement System or the Federal Social Security System shall be reimbursed for each accumulated sick leave day according to the schedule below.

1.	Length of Service Years	Over 4 Hours Per Day	Under 4 Hours Per Day
	5 Years	\$ 17.50 per day	\$ 12.50 per day
	10 Years	\$ 22.50 per day	\$ 15.50 per day
	15 Years	\$ 30.00 per day	\$ 20.00 per day

- 2. The district will pay this benefit to a maximum of ninety (90) days.

ARTICLE XVI

Classification and Compensation

- A. The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.
- B. The Employer shall pay a percentage of wages to the Michigan School Employees Retirement System.
- C. A ten thousand dollar (\$10,000.00) term life insurance program shall be offered to each regular employee in this bargaining unit with premium entirely paid by the Employer.
- D. The Board will provide each employee a cash option in lieu of Health Care each month as follows:

2000-01	2001-02	2002-03
\$85.00	\$95.00	\$105.00

ARTICLE XVII

Binding Effective Agreement

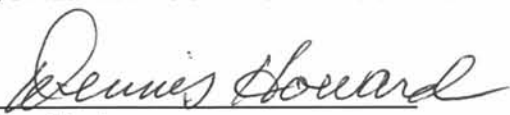
This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XVIII

Termination, Change or Amendment

This Agreement shall become effective as of July 1, 2000 and remain in full force and effect until June 30, 2003. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such written notice shall be sent by registered mail to the recognized address of the other and shall be deposited at least ninety (90) days prior to the anniversary of this Agreement.

BOARD OF EDUCATION
JONESVILLE COMMUNITY SCHOOLS



President



Secretary




Treasurer



Superintendent

COOKS ORGANIZATION
JONESVILLE COMMUNITY SCHOOLS





APPENDIX "A"
WAGE SCHEDULE

Effective: July 1, 2000 through June 30, 2003

STANDARD RATE

Classification		2000-01	2001-02	2002-03
Cafeteria Helper	0	\$8.75	\$9.06	\$9.38
	1	\$9.19	\$9.51	\$9.84
	2	\$9.65	\$9.99	\$10.34
	3	\$10.13	\$10.48	\$10.85
Cook Manager	0	\$10.76	\$11.14	\$11.53
	1	\$11.30	\$11.70	\$12.11
	2	\$11.87	\$12.29	\$12.72
	3	\$12.46	\$12.90	\$13.35

PROBATIONARY RATE

Cafeteria Helper	\$8.39	\$8.68	\$8.98
Cook Manager	\$10.50	\$10.87	\$11.25

Longevity

Employees will receive longevity pay at the end of each year following this schedule based upon their years of service in the district.

15* or more years \$225.00
10* or more years \$175.00
5* or more years \$125.00

Special Dinners and Banquets

Employees who work on special dinners or banquets outside of their normal work hours shall be paid at the rate of one and one half (1 ½) times their hourly rate for all hours worked. Employees who work a Sunday or Holiday will be paid at the rate of two (2) times their hour rate for all hours worked.

All employees will be required to work banquets.

Conferences

Conferences will be approved and at the discretion of the Food Service Director. Certification to the food service organization will be paid for by the school district.

*All current and new employees shall be required to take Basic Safety and Sanitation classes during the first two years of employment. If the classes are not taken the employees shall not receive their two year increase until they are completed. Current employees will not receive their longevity until the classes are completed.