MASTER AGREEMENT

Between the

East Jordan Board of Education

&

East Jordan Cafeteria Employees Association

2024-2027

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CAFETERIA EMPLOYEES CONTRACT

Between the East Jordan Cafeteria Employees Association and the East Jordan Board of Education, effective July 1, 2021 through June 30, 2024.

Whereas, the parties have reached certain understandings which they desire to record, it is hereby agreed as follows:

RECOGNITION

The Board of Education of the East Jordan Public Schools (hereinafter called the Board) hereby recognizes the East Jordan Cafeteria Employees Association as the sole and exclusive bargaining representative for all cafeteria personnel in the East Jordan School District, but excluding all supervisory and executive personnel, substitutes, and all other employees of the East Jordan Schools.

The term employee when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit.

PROBATIONARY PERIOD

All new personnel shall have a ninety (90) day probationary period (not including summer vacation) before they are eligible for insurance benefits.

SENIORITY

A. Seniority shall be defined as length of service with the district, as of the association member's first working day. When an association member is granted a leave of absence, their seniority classification shall be frozen in that seniority classification. When he/she returns to the association, the seniority shall be unfrozen.

B. There shall be no seniority among probationary employees until satisfactory completion of the probationary period, at which time seniority shall be retroactive to the date of hire.

C. An association member shall lose seniority rights if he/she retires, resigns, or is discharged, and, as a result, is no longer an employee of the district.

D. A new association member shall be considered to be probationary until he/she has successfully completed ninety (90) days in the district.

E. In the case of more than one association member beginning employment on the same date, the supervisor's written evaluations and other appropriate criteria will be used by the Board to make a final decision on which employee shall be senior. All Board decisions shall be final and binding.

SICK LEAVE

Full time personnel shall receive one (1) sick day per month worked. Sick leave shall accumulate from year-to-year to a maximum of ninety (90) days. Regularly scheduled part-time personnel to receive a pro-rated share in accordance with the hours worked per day. After three (3) days of illness, the Superintendent may require a physician's statement. Employees are encouraged to schedule medical appointments outside of work time.

SNOW DAYS or ACT OF GOD DAYS

If schools are closed for more than two (2) normally scheduled work days during the school year due to inclement weather or other act of God events, any employee who cannot report to work or who is not approved to work on such a day may, at the member's election, receive pay for such day to be charged against the member's accumulated sick or personal leave.

LEAVES OF ABSENCE

Leaves of absence with pay, not chargeable against the employee's allowance for personal illness, shall be granted for the following reasons:

1. A maximum of five (5) days per death in the immediate family of the employee or the employee's spouse (the immediate family is defined as the spouse, children, parents, grandchildren, grandparents, brothers and sisters).

2. Absence when an employee is called for jury service or is subpoenaed as a witness in court. The employee shall be paid the difference between the daily salary and the court-paid fee. The employee must present the court payment voucher to qualify for payment under this section.

Leaves of absence with pay, chargeable against the employee's allowance for personal illness shall be granted for the following reasons:

1. A total of three (3) days per calendar year for critical illness in the immediate family (the immediate family is defined as spouse, children, grandchildren, grandparents, parents, or brothers and sisters).

2. Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance in the opinion of the superintendent. The superintendent's decision shall be final. Time allocated shall not exceed one (1) day and advance permission from the superintendent is required.

FRINGE BENEFITS - A

The benefits outlined in this section shall be provided to the following cafeteria staff members:

Building Cooks

To qualify for the benefits outlined in this section, the Building Cooks must be working a minimum of six and a half (6.5) hours per day.

A. Pursuant to the authority, as set forth in the Michigan School Code, the Board agrees to provide the following subsidy for insurance programs:

1. The Board shall provide, on January 1 annually, and for the life of this Agreement, a Health Savings Account (HSA) contribution to be utilized by the employee in conjunction with the employee's purchase of the Priority Health HSA Point of Service plan. It is specifically understood that the Board's contribution to the HSA is the maximum contribution to be made by the Board. All eligible employees will be fully responsible for the premium costs for the Priority Health HSA Point of Service plan.

2. Each eligible employee not wishing the subsidy described above shall receive the following monthly subsidy, which can be used to purchase or assist with the purchase of dental care, vision care, group basic term life insurance, group survivor income insurance, group supplemental term life insurance, group short term disability or group long term disability insurance.

2020-2021	2021-2022	2022-2023	2023-2024
$69	$69	$69	$69

B. The Board subsidy is terminated when an employee elects coverage under another group insurance program, or terminates his or her position through resignation, discharge or retirement, or is on any type of an unpaid leave of absence or layoff and not on the payroll of the employer. The subsidy will not be effective the first of the month following notice of layoff or termination.

C. The Board agrees to provide the above-outlined insurance subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policy holder.

FRINGE BENEFITS – B

All cafeteria employees shall receive the following:

A. The pre-employment physical is to be paid for by the Board. If the Board is requiring a physical, the Board shall approve the physician.

B. Paid Holidays:

Labor Day *	Thanksgiving Day	
Friday after Thanksgiving	Christmas Day	New Years Day
Good Friday**	Memorial Day	

*Labor day will be paid if the first day of school starts before labor day.
**Good Friday will be considered a holiday only when school is not in session.

C. The Board shall provide, without cost to the employee, a term life insurance policy in the amount of $ 20,000.

D. In addition, each cafeteria employee shall receive an annual family sports pass.

SENIORITY AND SICK LEAVE NOTIFICATION

The Employer shall prepare and maintain a seniority list. Said seniority list and each employee's accumulated sick leave list shall be available to each cafeteria employee annually by October 1st upon request.

SICK LEAVE BONUS

Cafeteria employees not using more than two (2) sick leave days per school year will be compensated in a lump sum payment according to the following schedule:

Days Used	Bonus
0	$ 125
1	$ 100
2	$ 75

The lump sum payment shall be made after the close of the school year and before July 1st. The bonus amounts listed above are based on the full-time schedule of six hours per day. Employees working less than six hours per day shall receive a pro-rated bonus. Any bonus payment shall in no way affect the number of sick days accumulated by the employee.

SEVERANCE PAY

Upon retiring with at least ten (10) years of service the employee will be paid for a maximum of ninety (90) days of accumulated sick leave at the rate of ten dollars ($10.00) per day.

UNIFORMS

Each cafeteria employee shall receive five (5) uniform tops per year.

PERSONAL DAYS

At the beginning of each school year, each employee shall be granted two (2) personal business days to conduct personal business which cannot be conducted outside regular work hours. Unused personal days may accumulate up to a maximum of three (3) days for future use. If the employee does not utilize either of the personal leave days during a school year, said days shall be added to the employee's sick leave accumulation). Regularly scheduled part time personnel to receive a pro-rated share in accordance with hours worked per day. The use of personal business days shall be subject to the following conditions:

A. A request must be made in writing to the Superintendent at least forty-eight (48) hours prior to the day requested. Exceptions to this provision may be made at the discretion of the Superintendent.

B. Personal business days shall only be used for the purpose of doing business that cannot be accomplished outside of working hours.

   a. Personal business days may not be taken the day before or the day after a holiday, school recess/vacation period, or the first day of the school year or the last day of the school year. A personal business day may be taken before or after a weekend if a substitute is available.

   b. Personal business days are limited to two (2) cafeteria employees per day on a first-come, first-request basis.

   c. Personal business days cannot be taken the last two weeks of the school year.

   d. Exceptions to the provisions outlined above may be granted by Superintendent in emergency cases on a case-by-case basis. The Superintendent's decision shall be final and binding.

C. Dock days will be available on a limited basis if substitutes are available. Said dock days shall be limited to not more than three (3) per year per employee. Exceptions to this provision may be made at the discretion of the Superintendent.

SALARY SCHEDULE A – BUILDING COOK

Step	2024-2025	2025-2026	2026-2027
1	17.03	18.03	19.03
2	17.35	18.35	19.35
3	17.69	18.69	19.69
4	18.04	19.04	20.04
5	18.39	19.39	20.39
6	18.70	19.70	20.70
7	19.02	20.02	21.02
8	19.34	20.34	21.34
9	19.68	20.68	21.68
10	20.02	21.02	22.02
11	20.23	21.23	22.23
12	20.44	21.44	22.44
13	20.66	21.66	22.66
14	20.88	21.88	22.88
15	21.11	22.11	23.11
16	21.33	22.33	23.33
17	21.57	22.57	23.57
18	21.80	22.80	23.80
19	22.04	23.04	24.04
20	22.28	23.28	24.28
21	22.36	23.36	24.36
22	22.44	23.44	24.44
23	22.53	23.53	24.53
24	22.61	23.61	24.61
25	22.69	23.69	24.69

SALARY SCHEDULE A – CULINARY ASSISTANT/CASHIER

Step	2024-2025	2025-2026	2026-2027
1	15.97	16.97	17.97
2	16.26	17.26	18.26
3	16.56	17.56	18.56
4	16.89	17.89	18.89
5	17.21	18.21	19.21
6	17.40	18.40	19.40
7	17.60	18.60	19.60
8	17.81	18.81	19.81
9	18.02	19.02	20.02
10	18.23	19.23	20.23
11	18.35	19.35	20.35
12	18.47	19.47	20.47
13	18.59	19.59	20.59
14	18.72	19.72	20.72
15	18.85	19.85	20.85
16	18.90	19.90	20.90
17	18.97	19.97	20.97
18	19.03	20.03	21.03
19	19.09	20.09	21.09
20	19.15	20.15	21.15
21	19.21	20.21	21.21
22	19.27	20.27	21.27
23	19.33	20.33	21.33
24	19.40	20.40	21.40
25	19.47	20.47	21.47

Culinary Assistants shall receive a .50 hourly increase when called upon to fill in for a Building Cook.

CERTIFICATION - A

Any cafeteria employee who earns and maintains certification shall receive an additional fifty (.50) cents per hour. In addition, the Employer agrees to provide reasonable support for the employee's pursuit of certification, including registration fees, lodging, meals and mileage, (at the approved IRS reimbursement rate) required for attendance at regional (chapter) meetings, or while on school business, and the association magazine. Cafeteria employees must present their certification card at the beginning of the school year to be eligible for the additional hourly payment.

SUBSTITUTES

Cafeteria substitutes shall be compensated at the following rate throughout the life of this Agreement. If the minimum wage increases during the life of this agreement, the substitute rate shall increase accordingly.

$ 14.00 ~~$10.00~~ Per Hour

Substitutes shall not be eligible for fringe benefits.

PAST PRACTICES

It is mutually understood and agreed that all previous agreements are null and void, this being the only agreement between the parties. All past practices shall be considered null and void effective the date of the agreement.

LAY-OFF

Lay-offs in work assignments shall be made on the basis of the immediate supervisor's evaluation. The Board retains final authority in the placement and lay-off of all personnel. Ten (10) days notice will be given to employees that are laid-off except in cases of fiscal emergency.

EMPLOYEE EVALUATIONS

A. It is understood that the evaluation process includes assessment of the unit member's total job performance and may in part be based upon job-related conduct which has not been personally observed by the evaluator.

B. Evaluations shall be reduced to writing and a copy given to the bargaining unit member not later than June 1st on an annual basis. Evaluations shall be based on a period of time that adequately samples an association member's work, and shall be completed by the Food Service Director.

C. Following each formal evaluation, which shall include a conference with the evaluator; the unit member shall sign and be given a copy of the evaluation report. The association member's signature shall not be construed to mean that he/she agrees with the contents of the evaluation and, if so desired, he/she may submit additional written comments to the evaluation as an attachment. All written evaluations are to be placed in the bargaining unit member's personnel file.

D. If the evaluator believes an association member is doing unacceptable work, the reasons therefore shall be set forth in specific terms in the written evaluation. Further evaluations will include whether or not improvement has taken place.

GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this Agreement.

B. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.

2. It shall contain a synopsis of the facts giving rise to the alleged violation.

3. It shall cite the section or subsection of the Agreement alleged to have been violated.

4. It shall specify the relief requested.

Any written grievance not in accordance with the above shall be considered withdrawn.

LEVEL ONE

An employee believing him/herself wronged by an alleged violation of the express provisions of this Agreement shall, within three (3) working days of the alleged occurrence orally discuss the grievance with the food service director to attempt to resolve same. If no resolution is obtained within two (2) working days of the discussion, the employee shall reduce the grievance to writing and proceed to Level Two.

LEVEL TWO

A copy of the written grievance shall be filed with the food service director. Within three (3) working days of the receipt of the grievance, the food service director shall meet with the grievant to discuss the grievance. If no resolution is obtained within two (2) working days of the discussion, the employee shall proceed to Level Three.

LEVEL THREE

The grievant may appeal to the Superintendent by filing a copy of the written grievance with the Superintendent. If no resolution is obtained within five (5) working days, the employee may proceed to Level Four.

LEVEL FOUR

The grievant may appeal to the Board of Education by filing a copy of the written grievance with the Secretary of the Board. The Board shall allow the employee to be heard at a meeting with a Board Committee. The decision of the Committee shall be final and binding.

BOARD RIGHTS

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by this Board. Not by way of limitation but by way of addition, the Board reserves unto itself, all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited by only as specifically limited by express provisions of this Agreement and under Act 336 of the Michigan Public Acts of 1947 as amended. Rights reserved exclusively by the District without prior negotiations with the Cafeteria Employees either as to the taking of action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, equipment, operations and to direct the working forces and the affairs of the employer.

2. Continue its rights and past practice of assignment and directions of work of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods and process of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualification of employees, including physical conditions.

7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings and departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

IN WITNESS WHEREOF, we have set our hands and seals this _____ day of June, 2024.

For the Cafeteria Employees:

Kelli Streufert, Negotiator

Janice Swanson, Negotiator

For the Board of Education:

Matt Stevenson, Superintendent

Ted Sherman, President