ST. JOHNS CAFETERIA WORKERS ASSOCIATION

MASTER AGREEMENT

2026 - 2028

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ARTICLE I - RECOGNITION

St. Johns Public Schools will make every effort 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.

Food Service Employees should take pride in their work, be willing to improve skills and accept responsibility toward getting their job done. All positive work efforts, done to the best of everyone's 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 positive credit upon the Board, the school system, and oneself.

Personnel covered under this Agreement include all 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 Board that discrimination against employees or applicants for employment is prohibited based on the following protected classes: race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally protected class.

ARTICLE II - MANAGEMENT RIGHTS

A. The Board, on its behalf, and on behalf of the electors of the school district, retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties, facilities, and employees.

2. To manage and direct the working forces, including the right to hire, assign, promote, transfer, suspend, discharge, and demote employees; subcontract; determine the size of the workforce and layoff of employees.

3. To determine the services, supplies and equipment necessary to continue its operations and to determine the means, schedules and standards of operation for accomplishing district goals and objectives.

4. To adopt rules and regulations.

5. To determine the qualifications of employees.

6. To determine the number and location or relocation of its facilities, including the establishment or relocation of new school buildings, departments, divisions or subdivisions, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

7. To determine all financial and educational policies.

8. To determine the size of the management organization, its functions, authority and organizational chart.

B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices, and the use of judgment and discretion, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and the laws of the State of Michigan and the United States.

ARTICLE III - ASSOCIATION RIGHTS

A. The Association and its members have the right to use school building facilities for meetings as provided by Board Policy. Bulletin boards and other established communication media shall be made available to the Association and its members as provided by Board policy.

B. The Association shall have the right to use “inter-office” school mail for purposes of communicating with Association members, within the policies of the St. Johns Public Schools’ Board of Education.

C. The Association will also have the right to use district copy machines on a cost per page basis and within the guidelines and policies established by the Board of Education and each building’s administration. Use of these machines will not occur during employee work hours or during the student instructional day.

ARTICLE IV – DAYS/HOURS, VACANCIES, ASSIGNMENTS AND TRANSFERS

A. The Food Service Director will assign all new positions, at least two (2) weeks prior to the beginning of the school year, when possible.

B. Workdays - 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; employees may combine for one, "longer," break period.

All work schedules shall be assigned by the supervisor.

C. Work Week – The work week shall be considered Monday through Sunday.

D. Work Year - Employees will work on the days that school is in session all day, through the normal lunch period. In addition, employees will work one day prior to the first meal and one day after the last day student meals are served as scheduled by the Food Service Director based on programming needs.

E. When the district participates in Summer Feeding, summer employment will be voluntary for all staff . The Food Service Director will determine staffing needs and provide a voluntary sign up for interested staff and staff will be assigned based on department needs. An attempt will be made to evenly distribute Summer Feeding work as much as possible. A Kitchen Manager will be assigned at each building providing Summer Feeding. If voluntary sign-ups are not sufficient to operate the Summer Feeding program, the Food Service Director will assign staff on a rotating basis. Summer work will be paid at the pay rate of the preceding school year.

F. Whenever a substitute or replacement is needed to replace a Food Service worker, the supervisor will assign a substitute or replace the vacancy with an existing Food Service employee or a substitute employee. In filling the vacancy, the supervisor will try not to disrupt the normal and routine operations of the kitchen. If they using existing employees to fill the vacancy, the supervisor will consider the skills needed to do the tasks, training of the employee, attendance, availability and ability of the employee.

G. When an existing Food Service employee fills a vacancy for an extended period of time, and the vacant position is paid at a higher rate of pay, the employee is eligible for the higher rate of pay after ten (10) full days of working/training in the vacant position. The employee is responsible for all duties associated with the vacant position. If the employee is scheduled for five or more than ten (10) consecutive days, and an inclement weather day occurs, the employee would be entitled to the higher rate of pay on that day.

Any existing employees who work their own shift and any additional shifts or hours are not entitled to any paid breaks unless they work four or more consecutive hours.

In the above situations, it is the employee's responsibility to ensure that the pay rate associated with placement is used when clocking in.

If a floater kitchen manager is hired, that position will be paid at the kitchen manager rate on day one when operating as a kitchen manager.

H. Employees are expected to be at their regular assignment location at their scheduled starting time.

I. Any change in work hours of an employee must have prior approval by the supervisor.

J. School Cancellations: If scheduled instructional days are cancelled due to inclement weather or other conditions which make it impractical to hold classes, employees will be compensated at their daily rate of pay for the first six (6) of these days that occur.

New employees will receive snow days up to six (6) days or the number that are left for the remainder of the year when they are hired, whichever is less.

Employees may be required to report for work on days when school is cancelled 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, bomb threats, bomb scares, 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.

K. Vacancies/Postings/Transfers – All new or open positions will be posted for five (5) days prior to filling the position. If filling the vacancy from existing employees, the supervisor will consider past work performance, ability to get along with other employees and students, training, attendance, and ability of the employee.

ARTICLE V - UNIFORMS

A. Employees will be provided with uniforms and aprons as follows:

Type	Quantity and Frequency
Shirts	Minimum of two shirts per year with the annual order placed by September 1 each school year.

Cleaning of uniforms, shirts, and aprons are the responsibility of the employee.

B. Proper dress uniform will be black, khaki or tan pants or jeans (no stretch pants) and St. Johns' Food Service polo shirts. Shoes must clean, in good condition, closed toe and nonslip. Aprons will be black or red and issued by the department.

C. Any deviation from the above uniform formats must be approved by the supervisor.

ARTICLE VI - SENIORITY

A. Seniority shall be determined from the employee's first day of regular work in the Food Service Department. Seniority shall mean years of continuous service with the District.

B. The Association will be provided with an up-to-date seniority list by October 1st of each school year, when asked. The seniority list shall include each employee's name and last date of hire as a regular employee in the Food Service Department.

C. Employees will lose their seniority if: they quit, are discharged, fail to return from a leave under its conditions, or are laid off for a period in excess of one (1) calendar year.

D. New employees shall be considered probationary, without seniority, for the first ninety (90) workdays of regular employment. Once the new employee successfully completes the ninety (90) workday probationary period, their seniority will be retroactive to the date of hire.

E. New employees are subject to discipline and discharge at the discretion of the Board during their probationary period. Any action taken is not subject to the grievance process.

F. In the event, a school building is closed, the cafeteria worker assigned to that building shall have the right to displace the least senior cafeteria worker for the same or fewer hours per day.

ARTICLE VII - LEAVES

PAID LEAVES:

A. All employees will receive one (1) PTO hour for each eighteen (18) hours worked accumulative to 370 hours. A physician's statement and/or verification may be required in case of chronic illness and/or absences of three (3) or more consecutive workdays.

An employee may not use more than three (3) consecutive PTO days except in case of illness. The employee shall make a request for the use of PTO days to the supervisor as soon as possible. If the request is for more than three (3) consecutive days the request must be given to the supervisor and forwarded to the superintendent or designee for approval/denial a minimum of two (2) weeks prior to the requested time off, except in case of an emergency. The request should state the reason time off is needed. Chronic use of PTO days may lead to denial of usage or disciplinary action up to and including dismissal.

PTO hours shall not be used on the last scheduled workday before or immediately following a holiday or school break unless granted permission by the superintendent or designee.

Employees must make every effort to accumulate PTO hours to be used in cases of sudden illnesses and/or emergencies. Use of PTO hours in excess of annual allocation without superintendent or designee approval or when an employee is out of hours may lead to disciplinary action up to and including dismissal. For emergency situations, the superintendent or designee may authorize leave without PTO days being available.

Up to three (3) PTO days may be used during Winter Break, and up to three (3) PTO days may be used during Spring Break, assuming the employee has at least one (1) year of service at the start of the school year and has the time banked as of Christmas break.

B. Bereavement

Paid leave up to a maximum of three (3) days, not chargeable against PTO, will be granted during the school year 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, stepbrothers and stepsisters, spouse, children, stepparents and stepchildren, son or daughter-in-law, sister or brother-in-law, grandparents and grandchildren, grandparents-in-law. In the event more time is needed, an additional 2 days chargeable against PTO may be used. If additional time is still needed, a request should be given to the supervisor and forwarded to

the superintendent or designee for approval/denial. A maximum of one (1) day bereavement will be allowed per occurrence of death to the immediate family to include Nieces, Nephews, Aunts, and Uncles

C. 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.

D. Absence due to injury in the course of an employee's employment and compensable under the Michigan Workers' Compensation Act shall result in the employee continuing to receive their normal pay provided accrued PTO leave time is used to make up the difference between the scheduled hourly wages and the benefits received under the Michigan Workers' Compensation Act. Once the employee's PTO leave is exhausted, such payments by the Board shall cease.

UNPAID LEAVES:

E. 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 or designee for disposition, granting or denying the leave.

F. An employee who is incapacitated or disabled due to personal illness or injury, and who has exhausted all earned and accumulated PTO leave, may be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one year from the beginning of the personal illness/absence. 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. The employee will be covered under the Family Medical Leave Act for this absence allowed by law and policy.

G. Upon written application an employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn or newly adopted child for a period of up to one year. Seniority shall 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.

ARTICLE VIII – PROFESSIONAL DEVELOPMENT

A. In order to update the competencies of the Food Service employees in accordance with the continuing education requirements set forth by the USDA Professional Standards Regulations and requirements of the Local Health Department, the district shall ensure that the employees are appropriately trained.

B. All employees, new hire or current, will be required to complete the required class hour requirements each year, which may include classes through ServSafe classes offered by the local Health Department, classes offered by School Nutrition Association (Such as Basics 100, Safety and Sanitation, Weights and Measures, etc.), and any continuing education developed by the district.

C. It is the responsibility of the district to schedule all trainings and to ensure that all employees are offered the opportunity to gain compliance status in regards the Professional Standards Regulations.

D. All staff will be paid upon successful completion of each training accompanied by proof and documentation. If in the event that any staff do not successfully complete the scheduled training, then the district may adjust the employee's paycheck to recoup any costs specific to the employee associated with the training. Employees will be paid at their hourly rate of pay when attending required trainings and conferences.

E. Professional Development and Continuing Education events will be defined by the USDA's regulations for Professional Standards.

F. Any continuing education event conducted by the district shall be considered a scheduled workday. Notice shall be provided to employees of planned continuing education events a minimum of one month in advance when possible.

G. PTO use on the mandatory in-service days is prohibited. In the event an employee misses or needs to miss any planned continuing education or in-service, the time will go unpaid until a make-up is scheduled. If an employee does not complete the required training in the time specified by the USDA Professional Standards Regulations, that employee must be suspended without pay until he or she is in compliance with the Standards. PTO will not be used in this event.

H. SNA Membership and Certification are required. The district agrees to provide the membership and certification fees for all regular food service employees. Employees must maintain required continuing education to keep their certification. Membership remains with the district if the employee leaves the district.

I. There are many food service statewide training classes offered which can improve the knowledge and skills of the food service workers. When approved by the Food Service Director in advance of taking a class and upon submitting proof of fees paid for any of these classes, along with documentation of successful completion, the district agrees to reimburse the employee the class fee. Any class hours above and beyond the necessary requirements for Professional Standards will not be eligible to receive training pay.

J. If an employee wishes to take a class during a scheduled workday, it must be approved by the Food Service Director in advance. If the class is taken during a scheduled workday, the employee is paid the training rate or may use PTO time. The employee will only be paid for the hours spent in class that day.

K. When employees are considered for promotions or other Food Service positions with the St. Johns Public School District Food Service Department training and depth of knowledge will be considered as well as, membership & certification, will be part of the criteria used to help make placement decisions.

ARTICLE IX - EMPLOYEE EVALUATION

A. The purpose of the evaluation is to maintain and/or improve employee performance. The evaluation process will recognize various levels of satisfactory, unsatisfactory, or areas that need improving and should include appropriate and/or specific techniques and/or resources for improvement, if needed.

B. Employees shall be evaluated by their supervisor or his/her designee.

C. Seniority employees should be evaluated at least every two years.

D. Employee evaluation rights:

1. If the employee does not agree with the evaluation, the employee may present an attachment, in writing, to the evaluation.

2. Should the evaluation demonstrate that an employee has any area that is unsatisfactory or needs attention/improvement, the evaluator will:

    a. Identify the area(s) that need improvement.

    b. Provide the employee with appropriate written recommendations for improvement.

    c. Indicate a timeline (length of time will be established based on the area needed for improvement) for such improvement prior to disciplinary action being taken.

E. The evaluation of an employee’s performance is not grievable.

ARTICLE X - MISCELLANEOUS

A. When the employee is asked to work at dinners, for special groups, banquets or similar “after school” events, the employee will be paid at their regular rate of pay for the event.

B. Overtime pay: Hours worked beyond forty (40) hours per week 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. For all employees, one free lunch (no ala carte) will be provided and must be eaten before or after their shift or during a break period.

E. School phones are to be used for school business. If the employee wishes to use the phone for personal use, common sense should be the guiding principle, and approval should be sought from the supervisor.

F. Personal cell phone use (calls, texting, social media, gaming) should be limited to designated breaks and lunch periods. Devices must be out of sight and turned to silent/vibrate mode during work hours and meetings to minimize workplace disruptions. In the event of an emergency, employees may use their devices at their workstations provided they notify their building manager, who will notify the Food Service Director. Violations may result in discipline action.

G. Strikes or any type of work stoppages are illegal for any employee working in a public school. Food Service employees will abide by this law and not participate in any “job action” (work slow-down, work stoppage, etc.) that will cause a disruption to the normal operation of the St. Johns Public School District.

H. Employees will be issued athletic passes for regular home-scheduled events. Should there be any questions about an issued athletic pass, the employee will contact the Food Service Director.

I. Employees will have access to a computer for online trainings, emails, and other items required for their positions. The expectation is that employees will regularly make use of technology available to them.

ARTICLE XI – PAID HOLIDAYS

A. Holidays for employees include Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day and Memorial Day.

B. For the 2026-27 school year the Day after Thanksgiving will be added to the paid holidays.

C. For the 2027-28 school year, New Year's Eve will be added to the paid holidays.

D. To be eligible for holiday pay the employee must have worked the last scheduled workday prior to the holiday and the first scheduled workday following the holiday. Illness on either day must be verified by a doctor's certificate of illness. In the event the employee has prior approval by the supervisor for personal business leave before or after a paid holiday period, the holiday will be paid.

E. Holiday pay shall be based on the regular number of hours the employee works per day and the regular pay rate.

F. Employees on layoffs, unpaid leave, etc. shall not receive holiday pay.

ARTICLE XII - COMPENSATION

A. The regular wage rates for employees covered by this Agreement are in Appendix A. Rates will increase as negotiated for the subsequent year with the start of the school year.

B. Employees who work more than forty (40) hours in one week will receive one and one-half (1 1/2) times their regular pay rate for the overtime hours worked.

C. Any overtime hours or extra work time assignments (examples: catering events, kitchen coverage for building usage, etc.) will be assigned by the supervisor and be based on the needs of the event and qualifications of the individual. Staff will be assigned to work on a rotating seniority basis, starting with the employee who was next in line in seniority from the lowest seniority employee assigned to the previous extra work assignment. An attempt will be made to distribute overtime to a variety of employees who meet the qualifications of the overtime work to be done.

D. The Employer shall provide term life insurance coverage in the amount of ten thousand dollars ($10,000) for each employee beginning with their first day of work.

E. Separation pay, (a form of “pay-off” for unused PTO), will be given to any Food Service employee that retires or resigns from the school district and has worked for ten (10) consecutive years in the St. Johns Public Schools’ Food Service Department. Employees wishing to claim separation pay that resigns or for retirement purposes must give their written retirement notice to the superintendent within thirty (30) scheduled workdays of retirement or resignation.

F. Employees will be entitled to a maximum of 90 hours of accumulated PTO at $10.00 per hour; not to exceed $900.

ARTICLE XIII - GRIEVANCE PROCEDURE

A. Definitions

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

2. The term "days" shall mean days in which school is in session. During the summer months, the term "days" shall mean regular business days on which the administration building is open.

B. General Conditions

1. A written grievance shall be filed on the form in Appendix B.

2. Grievances not within the power and/or scope of the immediate supervisor to resolve may be entered at Level Two (2) of the grievance procedure within five (5) days.

C. Hearing Levels

1. Level 1. An employee and Association having cause for a complaint shall, within five (5) days of its occurrence or knowledge of its occurrence, file a grievance form (Appendix C) with the immediate supervisor. An Association representative may participate if requested by the employee. A copy of the grievance form shall be given to the Association by the grievant at the time of filing. The immediate supervisor shall issue a decision within ten (10) days to the grievant and/or the Association by the immediate supervisor.

2. Level 2. If the grievance is not resolved or a decision is not issued at Level 1, the employee and Association may file the grievance with the Superintendent within five (5) days.

   The Superintendent or designated agent shall arrange a meeting with the grievant and/or Association representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or designated agent shall issue a decision in writing to the grievant and/or the Association.

   If the employee and the Association is not satisfied with the

disposition of the grievance or if no decision is issued, the Association may decide to take the grievance to Level 3, giving written notice of their intent back to the superintendent, within five (5) days.

3. Level 3. The Association may initiate a hearing by the Board of Education. If a Board hearing is requested, the Board, not later than its next regular meeting or fifteen (15) days, whichever shall be later, shall hold a hearing on the grievance. Disposition of the grievance by the Board shall be issued in writing within ten (10) days after the hearing. The Board's decision will be final with no further appeal.

ARTICLE XIV - DURATION OF AGREEMENT

It is understood that the agreement effective date is July 1, 2026 and shall remain in effect until June 30, 2028 at 11:59 p.m.

St. Johns Cafeteria Workers Association

By _____
Negotiating Representative

By Kathleen S Davis
Negotiating Representative

Date 6/22/2026

St. Johns Public Schools Board of Education

By Matthew Book
President

By Peter L. Watson
Secretary

Date 6/22/26

APPENDIX A

SALARY SCHEDULE

Position	2026-27 (2% Increase)	2027-28 (2% Increase)
High School Kitchen Manager	$18.57	$18.94
Middle School Kitchen Manager	$18.30	$18.67
Elementary School Kitchen Manager	$17.76	$18.11
Kitchen Assistant	$16.39	$16.72
High School Baker (*Grandfathered position**)	$17.48	$17.83

Longevity Pay: Employees will receive the following in longevity pay for years of service as determined on years completed in the Food Service Department as of June 30th:

- ten cents ($0.10) per hour, upon completing five (5) years of service
- an additional five cents ($0.05) per hour for a total of fifteen cents ($0.15) per hour, upon completing 10 years of service
- an additional five cents ($0.05) per hour for a total of twenty cents ($0.20) per hour, upon completing 15 years of service
- an additional five cents ($0.05) per hour for a total of twenty five cents ($0.25) per hour, upon completing 20 years of service

Pay rates take effect with the first assigned date of the new school year. Summer work is paid at the prior school year rate.

**Staff member paid at High School Cook rate as of June 30, 2023 will be grandfathered in this position but this pay rate will be eliminated when this employee leaves the district.*

APPENDIX B
ST. JOHNS SCHOOL FOOD SERVICE ASSOCIATION
GRIEVANCE REPORT FORM

Union File No. (If Any)_____ Date:_____

Name:_____

Address_____ City:_____ Zip:_____

Date of Employment:_____ Date Grievance Occurred_____

Home Phone:_____ Work Phone:_____

STEP 1

Article and Section of Contract violated and details of complaint:_____

Settlement Desired:_____

Signature of Grievant:_____

Step 1; Supervisor's Disposition: _____

Supervisor's Signature:_____ Date:_____

Step 1; Disposition of Grievant: _____

_____

_____

Signature:_____ Date:_____

STEP 2

Date Received by the Superintendent or Designee:_____

Disposition of Superintendent or Designee: _____

_____

_____

Signature:_____ Date:_____

Disposition of Grievant: _____

_____

_____

Signature:_____ Date:_____

STEP 3

Date Submitted to Board: _____

Disposition of Board: _____

_____

_____

Board of Education Secretary Signature:_____ Date:_____