

CONTRACT AGREEMENT

between

JONESVILLE COMMUNITY SCHOOLS COOKS ASSOCIATION

and

JONESVILLE COMMUNITY SCHOOLS BOARD OF EDUCATION

July 1, 2024 to June 30, 2027

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

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.

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 shall be for a period of no longer than thirty (30) days (except extensions by agreement).

C. 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 and recalled 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 is defined as alleged violation, misapplication, and/or misinterpretation of the terms of the Master Contract. For the purposes of this contract, the following procedures shall be followed to address alleged grievances. Failure on the part of either party to follow the procedures outlined below will result in the forfeiture of the grievance and an award to the prevailing party.

Step I
In the event that an employee believes that there is a basis for a grievance, that individual shall discuss the alleged grievance with the Food Service Director within twenty-four (24) hours of its occurrence. If no mutually satisfactory solution has been reached, either party may proceed to Step II within five (5) working days of the date of the oral discussion.

Step II
In the event that an oral discussion of the issues has not resulted is a mutually satisfactory solution, the grievant shall provide the Food Service Director with a written explanation of the nature of the grievance, citing specific articles of the contract that have been allegedly violated. Within five (5) working days from the date of receipt of the written grievance, the Food Service Director shall review the grievance and prepare a written response.

Step III
In the event that the grievant is not satisfied with the response of the Food Service Director, the grievant may appeal that decision to the Superintendent within five (5) working days of receipt of the Food Service Director's decision. The superintendent will meet with the grievant and the Food Service Director in order to obtain testimony and ascertain facts. The Superintendent shall render a decision in writing to both parties within five (5) working days following the conclusion of the hearing.

Step IV

In the event that the grievant is not satisfied with the decision of the Superintendent, the grievant may appeal that decision to the Board of Education. The request to appear before the Board must be received in the Superintendent's Office within five (5) days of the receipt of the Superintendent's decision. The hearing will take place at the next regularly scheduled meeting of the Board of Education. The grievant may be represented by counsel of his or her own choosing. The Board shall hear testimony from all individuals in open session and shall render a written decision to the grievant within five (5) days of the date of the Board hearing. The decision of the Board will be considered final.

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.

E. A $250 dollar stipend will be given to any full time (6 hours) cook who earns perfect attendance. Any cook who works less than 6 hours per day will have the perfect attendance stipend prorated. Absences due to school business will not be considered as an absence.

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 eight (8) 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 student days per contract 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.

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

Uniform Allowance: Each employee covered by this Agreement shall be reimbursed an annual uniform allowance of $250.00. This amount will be paid in September of each year. The Uniform Allowance will not require a receipt to be submitted to the bookkeeper. Part-time employees shall receive the full prorated portion of this allowance. Employees who separate employment prior to the anniversary date of receipt of this uniform allowance will be deducted the full prorated portion of this annual uniform allowance from salary due. Employees hired after July 1 shall receive the remaining annual proration for the uniform allowance based on 1/12 for each month remaining in the contract year to be received with the first payroll check after successful completion of the probationary period. Employees shall be responsible for the laundering of their uniforms. The color and style of the uniforms will be mutually agreed upon by the supervisor and employees. Shoes are considered part of the uniform.

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

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 full school month (9) nine, part-time employees shall receive prorate 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.

A. Sick Leave
   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. 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.

B. Funeral Leave
   1. All employees shall be granted up to three (3) 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 shall be reimbursed for each accumulated sick leave day according to the schedule below.

1.

Length of Service Years	4 Hours Per Day and Over	Under 4 Hours Per Day
10 Years	$ 22.50 per day	$ 15.50 per day
15 Years	$ 35.00 per day	$ 25.00 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 thirty thousand dollar ($30,000.00) term life insurance program shall be offered to each regular employee in this bargaining unit with premium entirely paid by the Employer.

D. Employees have a choice of 19 or 24 pay periods per year.

E. The Board will provide each employee a cash option of $165.00 in lieu of health care for twelve (12) months. Part-time employees shall be entitled to a prorated portion of this benefit.

ARTICLE XVII
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 regular hourly rate for all hours worked. Employees who work a Sunday or Holiday will be paid at the rate of two (2) times their hourly rate for all hours worked.

ARTICLE XVIII
Conferences

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

Employees may, at the discretion of the district and/or supervisor, be directed to take the "Safe Serve" training and earn "Safe Serve" certification. The cost of the training will be covered by the district.

ARTICLE XIX
Binding Effective Agreement

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

ARTICLE XX
Wage Schedule

Effective: July 1, 2024 through June 30, 2027

	2024 – 2025	2025-2026	2026-2027
STEP 1	$13.27	$13.40	$13.54
STEP 2	$13.93	$14.07	$14.21
STEP 3	$14.63	$14.78	$14.92
STEP 4	$15.36	$15.52	$15.67
STEP 5	$16.13	$16.29	$16.45
STEP 6	$16.94	$17.11	$17.28
Manager	$17.78	$17.96	$18.14

Longevity

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

	2024 – 2027
20 + years	$880.00
12 to 19 years	$730.00
9 to 11 years	$580.00
5 to 8 years	$430.00

ARTICLE XXI
Termination, Change or Amendment

This Agreement shall become effective as of July 1, 2024 and remain in full force and effect until June 30, 2027. 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

Kayla Lewis, Board President

James Halley, Board Secretary

Erik Weatherwax, Superintendent

8/12/2024
Date

JCS COOKS ORGANIZATION
JONESVILLE COMMUNITY SCHOOLS

8/13/24
Date