

NORTHVIEW PUBLIC SCHOOLS

EMPLOYMENT REGULATIONS

FOOD SERVICE

JULY 1, 2014 – JUNE 30, 2016

**NORTHVIEW PUBLIC SCHOOLS
FOOD SERVICE EMPLOYEES**

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**NORTHVIEW PUBLIC SCHOOLS
EMPLOYEE REGULATIONS**

FOOD SERVICE EMPLOYEES

The employee benefits and job conditions that are described in this policy are set by the Board of Education to reward you for the skill, effort and experience that you apply to your job. These benefits and regulations represent the combined thinking of the Board, the Administrative Staff, and many of the employees who have expressed themselves on this matter. Any questions, which arise, can be handled promptly and fairly, provided you make them known to Food Service Director and/or Superintendent. We are always willing to discuss and give consideration to your questions and any suggestions you might have.

The benefit levels established by this document will remain in effect until June 30, 2016. Any changes after that date will be discussed in advance with you.

AGREEMENT

This Agreement is made this June 1 2014 by the Board of Education of the Northview Public Schools and the Northview Food Service Employees Association.

ARTICLE I - EMPLOYEE COVERAGE

The Board recognizes the Northview Food Service Association as representative of all Food Service Employees of the Northview Public Schools, excluding the Food Service Director.

ARTICLE II - EMPLOYEE RIGHTS

The Board of Education recognizes these employees for the purposes of improving communications between employees and representatives of the Board of Education. The Board agrees that the Association and its members shall have the right to use available school building facilities at reasonable times and hours for any desired meetings provided arrangements have been made in advance with the administration.

For the purpose of reviewing employee suggestions and complaints under the procedure provided in **Article XII** hereof and for reviewing the various provisions of this contract prior to making amendments as hereinafter provided, the Northview Public Schools Board of Education recognizes representatives of the covered employee group. The Association and its members may schedule meetings in school buildings through the regular Building Use form.

ARTICLE III - BOARD RIGHTS

The Board of Education, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) to the executive management and administrative control of the school system and its employees, properties and facilities.
- (b) to hire all employees and subject to the provisions of law to determine their qualifications, the conditions of their dismissal or demotion, and to promote and transfer all such employees.

(c) exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of good judgment and discretion in connection therewith shall be limited by the specific and express terms of the Agreement and then only to the extent such specific and express terms of this Agreement thereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE IV - SENORITY

Seniority shall be defined as length of continuous service in the employ of the School Board commencing with the date of last hire. All new employees shall be considered probationary until they have worked for the Board for sixty (60) workdays. After the probationary period is completed, the employee will be entered on the seniority list as of the date of last hire. All employees are considered at will employees.. Probationary employees will not be paid for holiday, personal, or sick time until the completion of the probationary period. At that time retroactive payment will be made.

In all promotions to positions within the food service group, as well as in all layoffs and recalls, the seniority of employees within the food service group shall be considered along with skill and ability of the employees concerned. Provided the skill and ability of employees, as determined by the Board of Education, are relatively equal, seniority shall govern.

Seniority of an employee shall automatically terminate if she/he voluntarily quits; is discharged; or if she/he fails to report after a leave of absence.

If a layoff occurs for any reason, and newly hired probationary employees are employed in the classification affected, they shall be the first to be laid off.

Should a further staff reduction be necessary, layoff shall be determined by the following criteria as determined by the Board:

1. Skill and ability
2. Experience and qualification
3. Prior job performance
4. Seniority

If a more senior employee is laid off, the employee and the Association will be notified of the reason for retaining a less senior employee.

Recall shall be in inverse order based on the same criteria used for layoff as determined by the Board.

A recall list shall be maintained by the Board for a period not to exceed two (2) years.

ARTICLE V - CONDITIONS OF EMPLOYMENT

Health

Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties. The school district may request a health certificate indicating the individual(s) physical fitness for her/his duties signed by a licensed doctor of medicine.

Work Year and Hours

Section 1. Work Year

The normal work year will be all regular student days. Planned non-student, staff report days prior to the start of the school year are to be worked (For example: August 26, 27 in the 14-15 School year.)

Section 2. Working Hours

The normal working hours shall be assigned by the immediate Supervisor.

Section 3. Staff Meetings

Each regular employee may be required to attend staff meetings as part of their regular assignment. If an employee is required to attend such meetings they will be paid their hourly rate for their time in attendance.

Vacancies

If positions within the food service department are vacated and will be replaced, existing food service employees have the ability to apply/interview for the position.

ARTICLE VI - EVALUATION

All employees shall receive a formal evaluation each year by Food Service Director. Written evaluations are to be completed on or before May 1. The employee shall receive a copy of the written evaluation. A signed copy by the employee and Food Service Director shall be received by the Superintendent or designee on or before May 4.

In the event that the employee feels that her/his evaluation was incomplete or unjust, she/he may put her/his objections in writing and have them attached to the evaluation report to be placed in her/his personnel file.

ARTICLE VII - RETIREMENT

The Board of Education may require retirement of any employee whose physical or mental health, as determined by a qualified physician, makes it impossible for the employee to meet the normal obligations of her/his regular assignment. The expense of this medical examination shall be assumed by the Board of Education.

If after ten (10) years of continuous employment a school year employee who reaches the age of retirement to qualify for benefits under the Michigan Public School Retirement System and severs her/his employment with the Northview Public Schools, the Board shall pay the employee for each day of accumulated unused ETO leave at the following rate: **\$\$25.00 per day for school year employees**

Regular part-time employees working at least three and one half (3.5) hours per day who also meet the above criteria will be paid at the rate of **\$20.00 per day**.

Any employee who receives the above pay-out on ETO days AND has the maximum number of 140 days accumulated shall receive an additional \$500 stipend along with the pay-out amount.

ARTICLE VIII - EMPLOYEE CLASSIFICATION

School Year: Employees working seven (7) hours or more per day and at least a school year, but less than 48 weeks. Employees working six hours or more per day (prior to or during the 2008-09 school year) will be held harmless to the seven hour limitation, unless they vacate their position, or their hours fall below the six hour threshold.

Regular Part-Time: Year-round or school year employees working on a regular basis, but less than seven (7) hours per day.

Part-Time: Year-round or school year employees working on a regular basis, but less than five (5) days per week. These employees shall have all leave and holiday time pro-rated.

Substitutes: Any employee working on an intermittent basis.

ARTICLE IX - LEAVES WITH PAY

Section 1. Earned Time Off (ETO)

The intent of ETO is to keep the employee in a paid status on all non-work days or in the event of illness. ETO is not to be used for vacation purposes on scheduled work days. If the employee chooses to schedule a vacation on regularly scheduled work days, these days will be unpaid and the employees shall be charged an ETO day.

Five ETO days will be front loaded at the beginning of each school year for employees hired prior to July 1, 2013. (Employees hired after July 1, 2013 shall earn a maximum of 20 ETO days, subject to proration in year one.)

School year and regular part time employees shall be allowed to accumulate Earned Time Off (ETO), beginning the first school year after their probationary period is concluded, at the rate of two(2) days per month, excluding July and August, for a total of twenty (20) days in any one year.

First year employees, at the conclusion of their probationary period, shall accumulate fifty percent (50%) of the above stated allowances for one calendar year.

An employee who desires to use an ETO day must notify the Supervisor and request a substitute, if needed, through Food Service Supervisor as soon as possible and in no case later than 7:00 am on the day of the absence.

One ETO day per year may be used immediately before or immediately after a holiday, a break period, or the first or last day of the school year subject to approval from the Food Service Director. Approval will be based on staffing levels.

Section 2 – Conversion of ETO

If a regular part-time employee moves to position with increased hours, their accumulated ETO days will be converted to position equivalent days.

Example: 100 days accumulated at four (4) hours per day convert to 67 days at 6 hours

Section 3 – ETO Accumulation

The accumulation of ETO will begin after the probationary period is concluded. (All annual benefits will be prorated for the first year due to the probationary period.)

ETO will accumulate based on actual hours worked.

The maximum number of ETO days allowed to accumulate shall be one hundred-sixty (160). All accumulated ETO shall terminate when the employee leaves the employment of the district prior to retirement. ~~Employees retiring from the district will receive compensation for unused ETO days as specified in Article VII-Retirement.~~ Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

Section 4 – Bereavement Leave

Absence without loss of salary for up to seven (7) days per year shall be allowed. The first seven (7) days will not be charged to the accumulated ETO leave. Any days absent in excess of seven days will be charged to the accumulated ETO days. If ETO days are not available any approved days off will be without pay. Any additional time needed will be at the approval of the Superintendent or designee.

Section 5. Other.

If an absence of more than two days is not pre-approved due to extenuating circumstances, that time may be considered a Leave Without Pay and/or may result in disciplinary action. The Food Service Director may request a doctor's verification for your absence.

All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the Superintendent or designee. The offense may constitute grounds for dismissal.

Section 6 - Jury Duty

The Board will pay the difference between regular compensation loss and jury duty pay received from the court by an employee required to serve as a juror during regularly assigned working time.

Process

1. Employees will be paid their regular rate of pay during this time period.
2. Jury payment checks must be endorsed to the School District.

ARTICLE X – INCLEMENT WEATHER

Inclement Weather

In the event schools are closed during a scheduled workday due to inclement weather, employees will not be required to report for duty. Hours of work missed/cancelled due to an "Act of Nature" will be paid at the normal rate of pay for the regularly scheduled number of hours to have been worked on the day that was cancelled, unless that day is required to be rescheduled to meet the State instructional requirements for students.

ARTICLE XI - WORKERS' COMPENSATION

An employee injured on the job shall report such injury at once to the Central Office or Food Service Director. All reports must be filed at the Central Office within two (2) business days after the incident has occurred.

An employee who is absent due to a work related injury is eligible for Worker's Compensation benefits. The employee will receive benefits according to State rules and regulations of the Worker's Compensation law.

An employee who qualifies for Workers' Compensation will be afforded medical care premium payments as specified in **Article XIII, Insurance**, through the end of the fiscal year in which the injury occurs.

ARTICLE XII - LEAVES WITHOUT PAY

Employees may, at the discretion of the Superintendent or designee, be granted a leave of absence without pay.

Requests for leave without pay shall be in writing and shall be signed by the employee and given to the Food Service Director. Such requests shall state the reasons for the leave. Approval or disapproval shall be given to the employee in writing.

Leaves of absence will not be granted for vacation periods and purposes or for the extension of school vacation periods or holidays, except by express written approval of the Superintendent or designee. The offense may constitute grounds for dismissal.

Absence without leave approval, except in emergency situations, shall be cause for termination of employment.

Unpaid leaves of more than ten (10) days can/will affect benefit levels.

ARTICLE XIII - PROCEDURE FOR SUGGESTIONS AND COMPLAINTS

Step 1. Any employee may discuss a suggestion or complaint with the Food Service Director at any time provided such discussions are confined to the time reasonably necessary and do not interfere with the normal operations of the department.

Step 2. If a suggestion or complaint is not satisfactorily settled in this manner or if an employee feels that a suggestion or complaint she/he had made is not adequately credited, she/he is encouraged to reduce the matter to writing no later than the fifth working day following a discussion with the Food Service Director. A copy of this writing shall be given to the Food Service Director and a copy to the representative designated by the Northview Food Service Employees Association.

Step 3. If the matter is still pending for five (5) working days following receipt of this writing by the Food Service Director, the latter will arrange for a meeting with the employee and a representative designated by said Association, at which time all parties concerned shall be heard. This meeting shall be scheduled as soon as possible, but in no event later than five (5) working days following the Food Service Director's receipt of the written communication.

The Food Service Director shall render her/his written disposition of the matter following the meeting. She/He shall give a copy of her/his disposition to the employee and the representative.

Step 4. If the written disposition of the suggestion or complaint given in Step 3 is not considered satisfactory by the employee having filed the matter, it shall be submitted to the Superintendent or designee of Northview Public Schools no later than the end of the fifth working day following the date of this disposition specified in Step 3. Time is considered an important factor in this procedure.

After a full investigation of the matter and discussion of it with the representative of the Association and the employee involved, and in no event later than the end of the fifth working day following receipt of the appeal by the Superintendent or designee, she/he shall give her/his written disposition of it.

Step 5. If the disposition given in Step 4 is not satisfactory, the matter may be appealed to the Northview Superintendent and thence to the Board of Education for further review provided the employee acts promptly and continues to pursue her/his rights as provided hereunder. The employee shall have the full opportunity to be heard at each step of this procedure, to be counseled by a member of her/his Association, and to present any employee witnesses necessary to a full presentation of her/his suggestion or complaint.

ARTICLE XIV - INSURANCE

Health

The Board will provide, if elected, a comprehensive, semiprivate, health insurance program for each school year employee working 7.0 hours or more who elects such coverage. The specific terms and conditions of these coverages are set forth in the group policies provided by the Insurance Carrier that was selected by the Board. The Board will contribute up to the state legislated health insurance cap of the single subscriber premium for all eligible school year employees.

Every employee shall continue to contribute 10% of their SET/SEG benefit cost.

Life.

The Board agrees to provide \$15,000 term life and \$15,000 accidental death insurance coverage for each school year and regular part-time employee employed four (4) or more hours per day who elect such coverage.

Options.

If a school year employee does not choose medical insurance, she/he may elect the following:

\$225.00 per month cash in lieu of insurance

General Conditions

Such contributions shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin employment and notify the Board of their desire to have such insurance. No change can be made after October 1 unless a qualifying event occurs.

Coverage will terminate at the end of the month in which the employee leaves the school district.

The Board shall provide the above coverage until this contract terminates.

ARTICLE XV - HOLIDAYS

Holidays

The following conditions shall be met in order to obtain holiday pay:

1. The employee has completed the last scheduled work day, for her/his classification, prior to the holiday unless same falls within a vacation period in which the employee is not required to work, and commence work at the scheduled time on the next regularly scheduled workday after the holiday.
2. In the event an employee is unable to work the day before or after the holiday which is excused by the Administration because of proven illness or injury, requirement one (1) shall not apply.

Each-school-year or regular part-time employee shall be entitled to one (1) day's pay based on their regularly scheduled hours for each of the following holidays:

- | | |
|-----------------------------------|------------------------|
| * Wednesday prior to Thanksgiving | |
| Thanksgiving Day | New Year's Day |
| Friday after Thanksgiving Day | New Year's Eve day |
| Christmas Day | Friday of Spring Break |
| Memorial Day | |

* If school is in session on the Wednesday prior to Thanksgiving, employees will be granted an additional holiday during the Christmas break.

Regular part-time employee working less than ten (10) hours per week shall receive five (5) days vacation pay after having been employed for one (1) year of continuous service.

In-Service

Employees are expected to attend at least two half day inservices (to be scheduled on student ½ days) unless excused by their supervisor. Payment for hours in attendance will be at the employee's regular rate of pay.

ARTICLE XVI - LONGEVITY

After nine (9) years of continuous employment, a school year or regular part-time employee working four (4) or more hours per day will receive longevity pay per the following schedule in the last regular pay in June:

	School Year	Part-Time (+ 4 hours)
Tenth (10) year	525.00	380.00
Fifteenth (15) year	625.00	450.00
Twentieth (20) year	725.00	520.00

ARTICLE XVII - SALARY SCHEDULES

	2014-15	2015-16
Probationary	\$ 10.06	\$ 10.06
Step 1	\$ 10.57	\$10.57
Step 2	\$ 11.11	\$11.11
Step 3	\$ 11.46	\$11.46
Step 4	\$ 11.76	\$11.76
Step 5	\$ 12.01	\$12.01
Step 6	\$ 12.29	\$12.29
Step 7	\$ 12.40	\$12.40
Step 8	\$ 12.73	\$12.73
Step 9	\$ 13.07	\$13.07
Step 10	\$ 13.31	\$13.31
Step 11	\$ 13.61	\$13.61
Step 12	\$ 13.88	\$13.88
Step 13	\$ 14.16	\$14.16
Step 14	\$ 14.44	\$14.44
Step 15	\$ 14.73	\$14.73

A. Year 1

1. Moved steps up and recalculated Step 15 using the previous step increment of 2%. No step movement.
2. Staff contributions towards health benefit costs shall be the amount that exceeds state legislated caps. – Single Subscriber.
3. All eligible employees(s) shall continue to contribute 10% toward the cost of SET/SEG benefits.

B. Year 2

1. 1.Step if available
2. Staff contributions towards health benefit costs shall be the amount that exceeds state legislated caps – Single Subscriber.
3. All eligible employees(s) shall continue to contribute 10% toward the cost of SET SEG benefits.

ARTICLE XVIII - DURATION

This contract shall become effective July 1, 2014, and remain in full force and effect until June 30, 2016.

On or before April 1, 2016, the Board of Education agrees to meet with representatives of the Northview Food Service Employee Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of the Agreement. Such discussions shall be scheduled from time to time until all suggestions have been heard and a substitute contract, agreeable to a majority of the employees in the unit covered, has been proposed by the Board of Education. Representatives of the Association shall not exceed three (3) in number.

**NORTHVIEW BOARD OF EDUCATION
NORTHVIEW PUBLIC SCHOOLS**

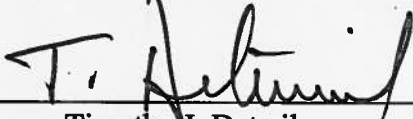
**FOOD SERVICE EMPLOYEES
ASSOCIATION
NORTHVIEW PUBLIC SCHOOLS**



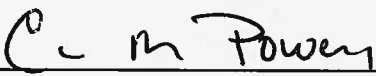
Craig McCarthy
Negotiator



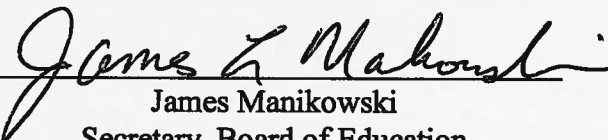
Diane Kirvan
Member of Association




Timothy J. Detwiler
President, Board of Education



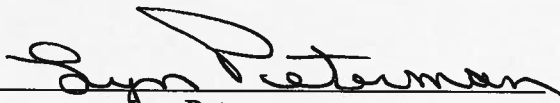
Carrie Powers
Member of Association



James Manikowski
Secretary, Board of Education



Kathy Kramer
Member of Association



Lyn Peterman
Team Member

Responsibility Increment

An employee designated to be in charge will receive the following additional compensation per hour worked:

Manager45 cents

Temporary Scheduled Hours

An employee who assumes additional daily hours for a period of 30 days or more, due to a co-workers absence, will be compensated as well in vacation days, sick days, personal days and holidays while said employee is in that capacity.

Catering Duty

Employees who work on catering functions after 2:00 p.m. will be compensated at their regularly hourly rate unless their total hours for the week exceed forty (40) hours. Hours in excess of forty (40) per week will be paid at one and one-half times their regular hourly rate. If an employee is designated to be in charge of the catering function, they will receive the high school responsibility increment (above).

Certification

The District will reimburse each employee the cost of one (1) certification class per year upon demonstration of successful completion of the class. The District will reimburse each employee one-half (1/2) the cost of membership to the National and State Association.

Food Service Employees not showing a true knowledge of Food Service functions and Health Department regulations will be required to take classes through the SNA (School Nutrition Association) of Michigan, which may require a membership with the organization.

Additional training will be provided by the building food service manager as needed.

Certification Stipend

Each school year and regular part-time employee who shows proof of being certified or earns at least 10 CEUs per school year will be compensated with a \$50 stipend. This stipend will be paid the last pay of the fiscal school year. It is the Food Service employee's responsibility to provide proof of successful completion of the 10 CEUs by May 1 of each year. The Food Service Director will verify certificates and submit to payroll for payment.

Managers need to meet certification requirements per state law.

Uniform Allowance

Each school year and regular part-time employee will qualify for up to \$100.00 each school year to be used for the purchase of uniforms. These funds can be used for shirts, pants, shoes, or other apparel as approved by the Food Service Director. New employees will qualify for a clothing allowance upon completion of the probationary period.

Notice of Non-Discrimination

Northview Public Schools does not discriminate on the basis of race, color, religion, gender, national heritage, age, height, weight, marital status, handicap, disability or limited English proficiency in any of its programs or activities.

Any questions or complaints concerning non-discrimination polices, Title II, the Age Discrimination Act, Title VI or IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, or inquiries related to section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

**Northview Public School
4365 Hunsberger NE
Grand Rapids MI 49525
616-363-6861**