

3412

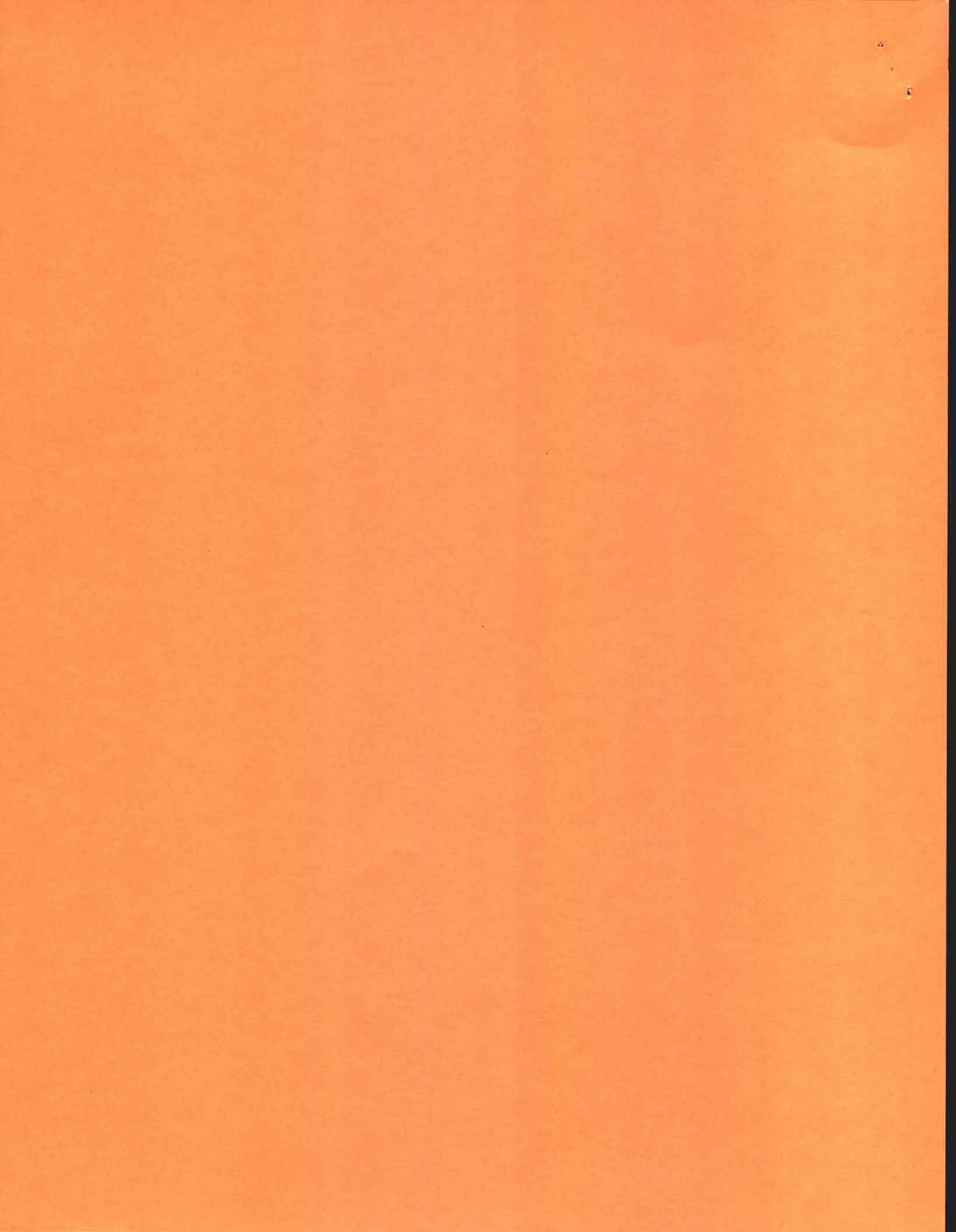
6/30/99

**NORTHVIEW PUBLIC SCHOOLS  
EMPLOYMENT REGULATIONS**

**FOOD SERVICE**

**JULY 1, 1997 - JUNE 30, 1999**

*Northview Public Schools*



# NORTHVIEW PUBLIC SCHOOLS

## FOOD SERVICE EMPLOYEES

	<u>TABLE OF CONTENTS</u>	<u>Page</u>
	EMPLOYMENT REGULATIONS	1
	AGREEMENT	2
ARTICLE I	EMPLOYEE COVERAGE	2
ARTICLE II	EMPLOYEE RIGHTS	2
ARTICLE III	BOARD RIGHTS	2
ARTICLE IV	SENIORITY	3
ARTICLE V	CONDITIONS OF EMPLOYMENT	3
ARTICLE VI	EVALUATION	4
ARTICLE VII	RETIREMENT	4
ARTICLE VIII	EMPLOYEE CLASSIFICATION	5
ARTICLE IX	LEAVES WITH PAY	5
ARTICLE X	WORKERS' COMPENSATION	7
ARTICLE XI	LEAVES WITHOUT PAY	7
ARTICLE XII	SUGGESTIONS AND COMPLAINTS	8
ARTICLE XIII	INSURANCE	9
ARTICLE XIV	HOLIDAYS AND VACATIONS	10
ARTICLE XV	LONGEVITY	11
ARTICLE XVI	SALARY SCHEDULES	12
ARTICLE XVII	DURATION	13

**NORTHVIEW PUBLIC SCHOOLS**

**EMPLOYMENT REGULATIONS**

**FOOD SERVICE EMPLOYEES**

The employee benefits and job conditions which 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 your Supervisor or the Assistant 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, 1999. Any changes after that date will be discussed in advance with you.

## **AGREEMENT**

This Agreement is made this 8th day of September, 1997, 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**

Section 1. 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.

Section 2. 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.

### **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) the 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

##### SENIORITY

Section 1. 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) consecutive work days. After the probationary period is completed, the employee will be entered on the seniority list as of the beginning of the sixtieth (60) consecutive work day period specified above. Probationary employees may be terminated with or without cause.

Section 2. In all promotion to positions within the cafeteria group, as well as in all layoffs and recalls, the seniority of employees within the cafeteria 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.

Section 3. Seniority of an employee shall automatically terminate if she/he voluntarily quits; is discharged for just cause; or if she/he fails to report after a leave of absence.

#### ARTICLE V

##### CONDITIONS OF EMPLOYMENT

###### Health

Section 1. Each new employee before taking up her/his duties for the school district must have on file a health certificate indicating the individual's physical fitness for her/his duties signed by a licensed doctor of medicine. Employment in any position shall be contingent upon filing this certificate with the Assistant Superintendent.

Section 2. In the event schools are closed during a scheduled work

day due to inclement weather, employees will not be required to report for duty. Employees will be paid for said days based on regularly scheduled hours unless the school day is rescheduled. If the decision to close school is announced after the start of the early morning shift, employees who report for duty will receive a minimum of two (2) hours pay.

## ARTICLE VI

### EVALUATION

All employees shall receive a formal evaluation each year by the Administrator and/or Supervisor. Written evaluations are to be completed on or before April 29. The employee shall receive a copy of the written evaluation. A signed copy by the employee and Administrator and/or Supervisor shall be received by the Assistant Superintendent on or before May 2.

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

**Section 1.** 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.

**Section 2.** 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 sick leave at the following rate: **\$12.00 per day.**

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 **\$7.00 per day.** If a part-time employee moves to school year status, their accumulated sick days will be converted to school year equivalent days.

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

## ARTICLE VIII

### EMPLOYEE CLASSIFICATION

- A. School Year: Employees working six (6) hours or more per day and at least a school year or more, but less than 48 weeks.
- B. Regular Part-time: Year-round or school year employees working on a regular basis, but less than six (6) hours per day.
- C. Substitutes: Any employee working on an intermittent basis.

## ARTICLE IX

### LEAVES WITH PAY

**Section 1. Illness.** A School-Year and Regular Part-time employee absent from duty on account of personal illness shall be paid her/his full salary for the period of absence, not to exceed one (1) day per month or a total of ten (10) days in any one year, except where additional time has been accumulated. Illness of a member of the immediate family shall not exceed five (5) days in any given school year. Immediate family for the purpose of this section shall be defined as spouse, children or other relative living with the employee.

Each School Year and Regular Part-time employee shall have placed to her/his credit ten (10) days of sick leave each year and the maximum number of days to accumulate shall be one hundred-forty (140). All sick leave credits shall terminate when the employee leaves the employment of the district.

Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

An employee who has the need to use a sick leave day must notify the Food Service Director as soon as possible that she/he will be absent. All employees must call prior to the start of their regular shift but no later than 8:00 a.m.

If an employee is unable to complete a school year and who has previously used more of the sick leave days attributable to that year than she/he would have accrued at the rate of one day per month of service, shall have the value of such excess days used deducted from her/his last pay check.

**Section 2. Personal Business.** Two (2) days absence for personal business reasons may be granted during the year without loss of salary after the probationary period has been attained. All



personal business days must be approved by the Assistant Superintendent. Unused days will be added to sick leave accumulation subject only to maximum accumulation.

An applicant for a personal business day is required to state the reason for such absence. Such requests shall be made at least five (5) working days in advance, except in the case of an emergency. These days may not be used immediately before or following a holiday or vacation, or the first or last day of the school year, except by express approval of the Assistant Superintendent or his designated representative. The purpose of personal business leave days shall be subject to advance verification by the administration. Personal business may be approved for the transaction of personal business matters which cannot be attended to on weekends or outside normal school hours.

**Section 3. Bereavement Leave.** Absence without loss of salary shall be allowed according to the following schedule.

- Death of parent, parents-in-laws, spouse, child, sister, brother:

---up to five (5) workdays.

- Death of other member of the immediate family of employee's spouse:

---up to two (2) workdays.

- Death of other relative or friend:

---up to one (1) workday.

The first five (5) days will not be charged to sick leave. Any days absent in excess of five days will be charged to annual or accumulated sick leave. If sick leave is not available any approved days off will be without pay.

**Section 4. Other.** Any absence for reasons other than the above, must be discussed in advance with the Assistant Superintendent, or her/his representative. Cases not specifically defined in these policies will be handled on an individual basis.

**Section 5. Leave Conditions.** 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 Assistant Superintendent. 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.

## ARTICLE X

### WORKERS' COMPENSATION

**Section 1.** An employee injured on the job shall report such injury at once to the business office or said employee's immediate supervisor. All reports must be filed at the business office as soon as possible after the incident has occurred.

**Section 2.** An employee who is absent due to an injury and is eligible for Workers' Compensation benefits must elect to:

- (a) receive Workers' Compensation benefits,
- (OR)
- (b) receive sick leave payments.

If this option is selected the employee will be paid during the period of disability until their sick leave entitlement is exhausted.

After this period of time, the employee receives only the Workers' Compensation benefits and then becomes responsible for all personal commitments.

**Section 3.** 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 XI

### LEAVES WITHOUT PAY

**Section 1.** Employees may, at the discretion of the Assistant Superintendent, be granted a leave of absence without pay.

**Section 2.** Requests for leave without pay shall be in writing and shall be signed by the employee and given to the immediate supervisor. Such requests shall state the reasons for the leave. Approval or disapproval shall be given to the employee in writing.

**Section 3.** Leaves of absences may be granted for personal or

family vacations; however, the leave should be applied for before plans are finalized since the availability of substitutes will be one of the factors considered in the approval process.

**Section 4.** Absence without leave approval, except in emergency situations, shall be cause for termination of employment.

## ARTICLE XII

### PROCEDURE FOR SUGGESTIONS AND COMPLAINTS

**Section 1.** Any employee may discuss a suggestion or complaint with her/his immediate Supervisor at any time provided such discussions are confined to the time reasonably necessary and do not interfere with the normal operations of the department.

**Section 2.** If a complaint is not satisfactorily settled in this manner or if an employee feels that a suggestion she/he had made is not adequately credited, she/he is encouraged to reduce the matter to writing no later than the third working day following a discussion with her/his Supervisor. 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.

**Section 3.** If the matter is still pending for three (3) working days following receipt of this writing by the Supervisor, 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 Supervisor's receipt of the written communication.

The Supervisor 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.

**Section 4.** If the written disposition of the suggestion or complaint given in Section 3 is not considered satisfactory by the employee having filed the matter, it shall be submitted to the Assistant Superintendent of Northview Public Schools no later than the end of the third working day following the date of this disposition specified in Section 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 Assistant Superintendent,

she/he shall give her/his written disposition of it.

**Section 5.** If the disposition given in Section 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 XIII

### INSURANCE

**Section 1.** The Board will provide a comprehensive, semiprivate, health insurance program for each school-year employee 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.

**Section 2.** 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.

**Section 3.** If a school year employee does not choose hospitalization insurance, she/he may elect **TWO** of the following options:

- (a) Dental Insurance;
- (b) Vision Insurance;
- (c) \$10,000 Group Basic Term Life Coverage.

OR

Up to \$75.00 per month toward the purchase of approved options.

**Section 4.** 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.

**Section 5.** Coverage will terminate at the end of the month in which the employee leaves the school district.

**Section 6.** The Board shall provide the above coverage until this

contract terminates.

**Section 7.** Increased insurance coverages if applicable will be effective October 1, 1997 if elected prior to that date.

#### ARTICLE XIV

#### HOLIDAYS AND VACATIONS

**Section 1.** The following conditions shall be met in order to obtain holidays with pay:

1. On the date of the holiday the employee has been on the payroll for at least 30 days.
2. 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.
3. 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 two (2) shall not apply.

**Section 2.** 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:

Labor Day	New Year's Day
Thanksgiving Day	*Good Friday
Friday after Thanksgiving Day	Memorial Day
Christmas Day	

**\*If school is in session and employees are required to work, they will receive holiday pay in addition to hours worked.**

**Section 3. Vacation.**

**a.** Each school-year and regular part-time employee working ten (10) or more hours per week shall receive five (5) days vacation pay after having been employed for three (3) years of continuous service.

**b.** The vacation pay will be computed and paid based on the number of hours regularly scheduled to work. The vacation pay will be included in the first regular pay period following Spring vacation.

c. Employees required or permitted to work during the specified vacation period shall receive compensatory time off at a later date or a corresponding amount of straight time pay.

**Section 4. In-Service.**

An in-service program will be scheduled each year in October. This will normally be held on the same day schools are closed for the county-wide in-service. Employees are expected to attend unless excused by their supervisor. Payment for hours in attendance will be at the employee's regular rate of pay.

**ARTICLE XV**

**LONGEVITY**

After twelve (12) 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:

Last regular pay in June of:

	<b><u>School Year</u></b>	<b><u>Part-Time (+ 4 hours)</u></b>
Thirteenth (13) year	\$230.00	\$140.00
Eighteenth (18) year	\$345.00	\$210.00
Twenty-third (23) year	\$460.00	\$280.00

**ARTICLE XVI**  
**SALARY SCHEDULES**

STEP	<u>1997-98</u>		<u>1998-99</u>	
	<u>HIRED AFTER 7/1/94</u>	<u>HIRED BEFORE 7/1/94</u>	<u>HIRED AFTER 7/1/94</u>	<u>HIRED BEFORE 7/1/94</u>
Probationary	\$7.62	N/A	\$7.77	N/A
Step 1	\$7.97	N/A	\$8.13	N/A
Step 2	\$8.38	N/A	\$8.55	N/A
Step 3	\$8.80	N/A	\$8.98	N/A
Step 4	\$9.08	\$10.12	\$9.26	N/A
Step 5	\$9.31	\$10.35	\$9.50	\$10.56
Step 7	\$9.51	\$10.55	\$9.70	\$10.76
Step 10	\$9.74	\$10.78	\$9.93	\$11.00

**Responsibility Increment**

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

Elementary:	15 cents
Middle Schools:	25 cents
High School:	40 cents

**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).


ARTICLE XVII

DURATION


**Section 1.** This contract shall become effective July 1, 1997, and remain in full force and effect until June 30, 1999.

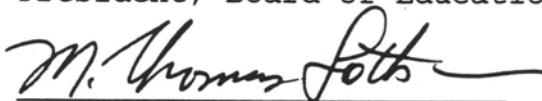
**Section 2.** On or before April 1, 1999, the Board of Education agrees to meet with representatives of the Northview Food Service Employee Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of the Agreement. Such discussions 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**


  
Maureen Martin  
Assistant Superintendent

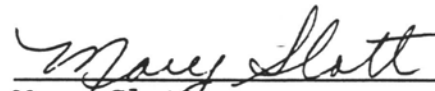
  
Michael A. Stearns  
Principal, East Oakview

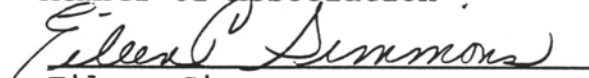
  
Steven D. Crandall  
President, Board of Education

  
M. Thomas Lothamer  
Secretary, Board of Education

**FOOD SERVICE EMPLOYEES ASSOC.  
NORTHVIEW PUBLIC SCHOOLS**

  
Cheryl Gerou  
Member of Association

  
Mary Slott  
Member of Association

  
Eileen Simmons  
Member of Association



