



MASTER AGREEMENT
BETWEEN
THE GRANDVILLE BOARD OF EDUCATION
AND THE
FOOD SERVICE ASSOCIATION

2007-08 2008-09 2009-2010

GRANDVILLE PUBLIC SCHOOLS
3839 PRAIRIE SW
GRANDVILLE, MICHIGAN 49418

FOOD SERVICE ASSOCIATION

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AGREEMENT

This Agreement entered into this 1st day of July 2007, by and between the Board of Education of the Grandville Public Schools, hereinafter called the "Board", and the Grandville Schools' Food Service Association, hereinafter called the "Association."

LEAVE FROM DUTY PROVISIONS

A. Sick Leave Days

At the beginning of the school year, food service employees will receive one (1) day per each full calendar month worked. Food service employees may accumulate up to a maximum 92 days for the 2007-08, 2008-09 and 2009-10 school years.

Leave available and accumulated under this policy may be used for the following reasons without deduction from salary as follows:

Serious illness or injury in immediate family - two (2) days per year

Funeral - one (1) day per year

1. Immediate family for serious illness (#1 above) is defined as spouse, parents, grandparents, grandchildren, father-in-law, mother-in-law, child, brother or sister.
2. Serious illness or injury in immediate family is defined as requiring hospitalization or immediate doctor's care.

B. Personal Leave Day

At the beginning of each school year, each member shall be credited with two (2) days to be used for personal leave without loss of salary. A Personal Leave Day (PLD) may be used for any purpose at the discretion of the bargaining unit member except that such days shall not be used for the purpose of extending a holiday or vacation period, to render employment to others, to engage in union or Association activities, or to engage in activities in the Grand Rapids metropolitan area which may have a negative impact on the school district. The current practice of verifying the need for the use of a personal day before or after a holiday or vacation period shall continue.

A member planning to use a Personal Leave Day shall notify his/her supervisor at least five (5) days in advance, except in cases of emergency, by completing the Notification/Request for Leave Form. The member shall be notified within 48 hours if the requested leave time has been approved/disapproved. The use of Personal Leave days may be restricted by a lack of availability of substitutes. Back-to-back Personal Days cannot be used by any individual unless approved in advance by the Assistant Superintendent for Human Resources or his/her designee at his/her discretion.

One personal day may be carried over to the next school year for use by the employee as long as it is used by April 30. A personal day that has not been carried over and is not used by April 30 will be terminated.

C. Unpaid Leave

1. Food service employees shall be granted up to five (5) days of unpaid leave per year, with no loss of seniority and pending the availability of substitutes. Advance notice of five (5) days must be given whenever possible. If such leave is used to extend a holiday period, the employee shall forfeit all rights to holiday pay. Requests for additional unpaid days for special circumstances must be approved five (5) days in advance by the Food Service Supervisor and Assistant Superintendent of Human Resources or his/her designee.

D. Death in Immediate Family

1. Food service employees may be granted up to five (5) days leave with pay, for death in immediate family: spouse, parents, or child. Up to three (3) days may be granted for grandparents, grandchildren, father-in-law, mother-in-law, brother, or sister.

Effective July 1, 2004, to qualify for leave from duty privileges an employee must work 2.5 hours or more per day. Employees hired prior to June 30, 2004 and currently receiving leave from duty days and are not working the minimum number of hours will be grand-personed.

HOLIDAYS

Food service employees will receive the following paid holidays:

- Labor Day
- Thanksgiving Day
- The Friday after Thanksgiving Day
- Christmas Day
- New Years Day
- Memorial Day

An employee must work the last scheduled work day prior to the holiday and commence work on the first scheduled work day after the holiday or vacation to receive holiday pay.

INSURANCE

Food service employees who work 37-1/2 hours or more per week are eligible for the District provided health care plan. The Board of Education will pay up to the following amounts but not more than 95% of the premium toward the cost of health care insurance premiums:

	2007-08	2008-09	2009-10
Single	\$ 540	\$ 594	\$ 653
2 Person	\$1,213	\$1,334	\$1,467
Full Family	\$1,342	\$1,476	\$1,624

Employees who qualify for Board paid health insurance but who choose not to take the benefit, may elect either dental insurance or flex dollars.

Dental insurance shall be for basic services at the rate of 50% of Class I procedures and 70% of Class II procedures.

The Board will provide to those employees who work 37-1/2 hours or more per week and who elect the flex dollar option, an amount of \$146.48 per month.

A food service employee hired prior to June 30, 2000, will be grand-personed under the prorated guidelines in the 1997-2000 master agreement if they were receiving Board paid health care, dental, or Board paid flex dollars at the rate they were receiving prior to June 30, 2000 (see Addendum I).

Eligibility for benefits under the provisions of the agreement shall be as follows:

1. Employees hired after June 30, 2007 must work 37.5 hours or more per week to be eligible for insurance benefits.
2. Employees hired prior to June 30, 2007 who work 37.5 hours or more per week are eligible for insurance benefits.
3. Employees who work less than 37.5 hours per week shall be grand-personed for insurance benefits on the following terms:
 - a. Employees hired after June 30, 2000 may continue to receive their current levels, if any, of insurance benefits but are not entitled to more costly insurance benefits.

- b. Employees hired after June 30, 2000 may choose to receive insurance benefits which are less costly than their current levels of benefits. Once an employee chooses to receive less costly benefits, the employee may not revert back to their current level of benefits.
 - c. Employees hired prior to June 30, 2000, will be grand-personed under the Letter of Agreement Addendum I. These employees may switch benefits at any time for a qualifying event as defined by the insurance carrier.
4. Beginning in the 2008-09 school year, the parties agree to move to the MESSA \$10 prescription drug plan. In the 2008-09 and 2009-10 school years staff shall be responsible for the first \$275 out of pocket prescription drug expenditures each school year. Once the aforementioned deductible is met, the staff member shall provide copies of receipts (names of drug shall be retracted for privacy reasons) establishing the out of pocket expenditure. Thereafter, the District agrees to reimburse staff members for the next \$200 out of pocket expenditures. Reimbursements shall occur once a year. Receipts submitted by August 30 will be reimbursed by September 30. The District shall not pay retroactively for receipts submitted after October 1 for expenses incurred for the previous contractual year. The contractual year for prescription drug deductible purposes shall be September 1 through August 30. Staff must be employed by the Grandville Public Schools on September 30 to be eligible for the reimbursement from the previous school year.

UNIFORM ALLOWANCE

The food service employee will be reimbursed for the exact amount of the receipt up to the below listed reimbursement levels and must present a receipt for uniform/shoes purchase in order to collect reimbursement for uniforms/shoes. A receipt dated between July 1 and October 30 should be given to the Food Service Supervisor.

Manager/Production Staff/Middle School - up to \$85.00

Satellite Staff - up to \$60.00

Substitute Staff - will receive one uniform top after thirty (30) working days

WAGE SCALE

Production Staff

Step	2007-08	2008-09	2009-10
Probationary	9.93	10.18	10.43
1	11.03	11.31	11.59
2	11.31	11.59	11.88
3	11.53	11.82	12.12
4	11.79	12.08	12.38
5	12.05	12.35	12.66
6	12.85	13.17	13.50

Satellite Staff

Step	2007-08	2008-09	2009-10
Probationary	9.51	9.75	9.99
1	10.57	10.83	11.10
2	10.82	11.09	11.37
3	11.06	11.34	11.62
4	11.31	11.59	11.88
5	11.54	11.83	12.13
6	12.36	12.67	12.99

Century Park & Middle School Staff

Step	2007-08	2008-09	2009-10
Probationary	9.72	9.96	10.21
1	10.80	11.07	11.35
2	11.06	11.34	11.62
3	11.33	11.61	11.90
4	11.52	11.81	12.11
5	11.82	12.12	12.42
6	12.62	12.94	13.26

Drivers

Step	2007-08	2008-09	2009-10
Probationary	10.69	10.96	11.23
1	11.88	12.18	12.48
2	12.12	12.42	12.73
3	12.35	12.66	12.98
4	13.11	13.44	13.78

Banquet Rate - \$10.00

Breakfast Server - \$11.00

Substitute Rate - \$8.00

Truck Driver Substitute Rate - \$9.50

Employees who have not completed a full year of work will have their step raises pro-rated.

A breakfast server employed prior to June 30, 2007 and who is paid at a rate higher than \$11.00 will have their breakfast hourly rate frozen until the breakfast server hourly rate reaches the employee's current level.

LONGEVITY PAYMENT

Food service employees who have worked continuously for the Grandville Public Schools and have completed the required number of years of service as stated below shall be eligible for longevity payments. The longevity payment shall be paid on the last pay period prior to June 30. After completion of:

<u>Years Employed</u>	<u>2007-08, 2008-09 & 2009-10</u>
7 years	\$ 75
10 years	\$400
15 years	\$500
20 years	\$600

PROBATION PERIOD

New employees will be in a probationary period for one semester (90 working days).

REQUIRED IN-SERVICE DAYS AND MEETINGS

All food service employees may be required to attend at least one in-service per year for which they will be paid their regular hourly rate.

MANDATORY MEETINGS

Minimum wage will be paid to employees attending a mandatory meeting.

STATE-WIDE TRAINING CLASSES

The school will pay minimum wage to food service employees for enrolling and attending one State-Wide Training Class per year. Staff may attend as many classes as they wish, but will be paid for one class only per school year.

Yearly dues for SNA will be paid by the Supervisor of Food Service.

SNOW DAYS

If school is canceled the night before, no wages will be paid. If school is canceled the morning of a school work day which will not be made up later in the year, one-half day's wages will be paid.

VACANCIES

The Supervisor of Food Service will consider the following criteria in the order presented:

Internal employees are the first to be considered based on the following guidelines:

- Evaluations
- Attendance
- Advanced training
- Participation on department committees.

Candidates from outside the district will be considered. If an outside candidate is selected over an internal candidate, the Supervisor of Food Service shall provide a reason why it was not awarded to the internal candidate when requested.

SENIORITY/LAYOFF/RECALL

Definition

Seniority, for longevity and layoff purposes is defined as length of continuous service in Food Service with the Grandville Public Schools.

Seniority/longevity is lost when an employee resigns and is rehired.

Seniority is not lost when an employee moves within any wage scale within this Agreement.

Layoff Procedure – If a layoff occurs for any reason, the following procedure will be followed:

- Probationary employees will be the first to be laid off.
- Employees, not on probation, shall be laid off in inverse order of seniority.

Position Eliminated

An employee whose position has been eliminated has the right to bump into the least senior position with equal hours or the least senior position with less hours, as long as the person is capable of doing the job with adequate training.

If the employee bumps a person whose position falls in a different wage scale, the employee will be paid at their current step of the new wage scale.

If the employee is not able to do the job then the employee will be laid off with two (2) weeks notice.

Recall – a laid-off employee will be recalled in inverse order for any available position for which they are qualified.

Recall List will be maintained by the Board for a period of up to one (1) year from the date of layoff.

EVALUATION

Evaluations are to be timely and a reflection of the employee's performance since the last evaluation. The Supervisor of Food Service is to conduct the performance review. The evaluation is to include the employee's strengths and weaknesses that require improvement, training or improvement recommendations, and a plan of assistance if required.

Evaluations should be completed 30 days before the end of the school year. If an employee is rated below satisfactory, the employee will be informed verbally of the performance issue at least twenty (20) days prior to writing the evaluation.

Any evaluation that indicates that is below satisfactory; a plan of assistance must be attached.

If there is no improvement in the employees' performance within six (6) months, the employee may be reassigned or terminated.

SAVING CLAUSE

If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

FAMILY MEDICAL LEAVE ACT

The leave provisions of the Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take up to twelve (12) weeks of unpaid leave in accordance with the Act, and its regulations, for the birth, adoption, or foster care of a child, or for serious medical conditions affecting themselves or their immediate family (spouse, child, parent), as defined in the Act. All such leave shall run concurrently with, and not in addition to, any other applicable leave granted in this Agreement. (Additional provisions within the Act may apply.)

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- a. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility;

- b. any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- c. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care.

To be eligible for FMLA benefits, an employee must have worked for the employer for a total of at least 12 months and have worked at least 1,250 hours over the previous 12 months.

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Employees seeking to use FMLA leave may be required to provide a 30-day advance notice of the need to take FMLA leave when the need is foreseeable, and medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2007, and shall continue in effect until the 30th day of June, 2010. The parties will begin negotiations for the full contract after March 1, 2010.

GRANDVILLE BOARD OF EDUCATION

GRANDVILLE FOOD SERVICE WORKERS

BY Stephen Zinger
President

BY Gail Balkon
Chairperson

BY Barbara H. Palmer
Secretary

BY Sandra Roys
Co-Chairperson

BY Timothy Purkey
Assistant Superintendent for Human Resources

Addendum I

**GRANDVILLE PUBLIC SCHOOLS
FOOD SERVICE WORKERS**

Grand-personed Insurance Premiums 2007- 2010

Employees working four (4) hours per day and up to six (6) hours per day Insurance benefits (50%) for 2007-08, 2008-09 and 2009-10 school years			
	2007-08	2008-09	2009-10
Single Subscriber	270.00	297.00	326.50
Two-person Subscriber	606.50	667.00	733.50
Full Family Subscriber	671.00	738.00	812.00

Employees working two (2) hours per day and up to four (4) hours per day Insurance benefits (25%) for the 2007-08, 2008-09 and 2009-10 school years			
	2007-08	2008-09	2009-10
Single Subscriber	135.00	148.50	163.25
Two-person Subscriber	303.25	333.50	366.75
Full Family Subscriber	335.50	369.00	406.00

Grand-personed Flex Dollars for the 2007-08, 2008-09 and 2009-10 school years All Employees
Employees currently working for the District prior to June 30, 2000 and eligible for flex dollars under the grand-personed provision, will be paid according to the following
Six (6) hours or more per day – \$146.48 per month Four (4) hours per day up to six (6) hours per day – \$125.56 per month Two (2) hours per day up to four (4) hours per day – \$62.78 per month