

MASTER AGREEMENT

BETWEEN

GRAND LEDGE BOARD OF EDUCATION

AND

GRAND LEDGE FOOD SERVICE UNIT III, MEA/NEA

July 1, 2023- June 30, 2026

Table of Contents

ARTICLE	TITLE	PAGE
	PREAMBLE	3
	AGREEMENT	3
ARTICLE 1	RECOGNITION	3
ARTICLE 2	AID TO OTHER UNIONS	3
ARTICLE 3	NON-DISCRIMINATION	3
ARTICLE 4	EMPLOYEE RIGHTS	4
ARTICLE 5	UNION REPRESENTATIVE	4
ARTICLE 6	HOLIDAYS	4
ARTICLE 7	DISCIPLINE AND DISCHARGE	5
ARTICLE 8	PROBATIONARY EMPLOYEES	6
ARTICLE 9	NO STRIKE CLAUSE	6
ARTICLE 10	PROTECTION OF EMPLOYEES	6
ARTICLE 11	GRIEVANCE PROCEDURE	7
ARTICLE 12	VACANCIES, TRANSFERS, AND PROMOTIONS	9
ARTICLE 13	LEAVES	10
ARTICLE 14	RETIREMENT	13
ARTICLE 15	GENERAL WORKING CONDITIONS	13
ARTICLE 16	TEMPORARY ASSIGNMENTS	13
ARTICLE 17	EMPLOYEE EVALUATION	14
ARTICLE 18	WORK SCHEDULE	14
ARTICLE 19	OVERTIME	15
ARTICLE 20	CATERING	16
ARTICLE 21	SENIORITY	17
ARTICLE 22	LAYOFF AND RECALL	17
ARTICLE 23	JURYDUTY	18
ARTICLE 24	MISCELLANEOUS	18
ARTICLE 25	RATES FOR NEW JOBS	19
ARTICLE 26	INSURANCE	19
ARTICLE 27	MANAGEMENT RIGHTS	19
ARTICLE 28	NEGOTIATION PROCEDURES	20
ARTICLE 29	SCHOOL IMPROVEMENT	20
ARTICLE 30	DURATION OF AGREEMENT	
	APPENDIX A	

PREAMBLE

WHEREAS, the Board has an obligation, pursuant to Act 336 of the Michigan Public Acts of 1965 as amended, to negotiate with representatives of its employees with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

AGREEMENT

This Agreement entered into by and between the Board of Education of the Grand Ledge Public Schools, Grand Ledge, Michigan, hereinafter called the "Board," and the Grand Ledge Food Service Unit Ill, MEA/NEA, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

Section A- The Board hereby recognizes the Michigan Education Association (MEA) as the exclusive bargaining representative for non-supervisory school personnel employed by the Board as follows:

1. Unit Ill - All Food Service Personnel

The bargaining unit shall exclude substitutes, temporary workers, third party contractors, supervisors, and all other employees.

Section B - Nothing contained herein shall be construed to deny or restrict any individual employee's rights he/she may have under the Michigan Revised School Code or the right of the individual employee to confer with and raise issues or problems with appropriate supervisory personnel.

Section C- The employee must be working on a regularly scheduled job to be included under this Master Agreement.

ARTICLE 2 - AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 – NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of this bargaining unit by the Employer and the Union. There will be no discrimination with respect to conditions of employment. The employer will comply with State and/or Federal Law.

ARTICLE 4 - EMPLOYEE RIGHTS

Section A - The Union and its members shall have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives and subject to housekeeping aspects of the Building Use Policy as adopted by the Board. Bulletin boards in lounges and workrooms shall be made available to the Union and its members. The Union and its members shall have the right to access and use of the district's e-mail system. All such use must be job or Union related and must not be used during assigned work times. Additionally, such use shall be within the guidelines of the Technology Access and Use policy and done with the full understanding that the District is required to monitor, on a random basis, its internet use and as such may come across these communications.

Section B - The Board agrees to make available to the Union for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other appropriate information as will assist the Union with collective bargaining or in enforcing this Agreement.

Section C - Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official local Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section D - Members of the Union designated by the Union to attend a function of the State Association, such as conventions or educational conferences, shall be allowed time off with pay to attend such conferences and/or conventions. No more than five (5) members shall be allowed to attend such conventions or conferences at any one time. No more than five (5) such days shall be used each year by the bargaining unit. The Union shall reimburse the Board for the employee's retirement contributions.

ARTICLE 5 - UNION REPRESENTATIVE

Section A - The Union shall be represented by the Grievance Representative and the Grievance Committee chosen by the Union.

The Board shall be notified at the beginning of each school year of the names of the Grievance Representative and the Grievance Committee.

Section B - If Union Representative(s) are required by the Employer to attend grievance hearings or meetings when regularly scheduled to work, they will be reimbursed for such lost time by the Employer.

ARTICLE 6 - HOLIDAYS

Section A - Holidays for Food Service employees are delineated in "Appendix A."

Section B - Food Service employees working on any of the designated holidays, at the request of their supervisor, shall be paid time-and-one-half (1-1/2).

Section C- **Snow Days** - When school is declared closed due to inclement weather, heating problems, road conditions or other problems that may arise, employees will be compensated at their normal rate of pay for a total of 5 days. If an employee had a previously scheduled leave day, the hours will not be deducted from the employee's PTO bank and they will receive their regular pay. On such days listed above, employees will work at the request of their immediate supervisor. If any employee works on such days, he/she shall receive additional hours of leave time equal to the number of hours which he/she works on such days.

Employees will receive their normal rate of pay if additional school days are added to the end of the year due to school closings.

Section D - If an individual building is closed, employees in that building will work at the request of the Superintendent or designee with no additional compensation beyond what they normally would have received. In such cases, all affected employees will be required to work if any affected employees are required to work.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section A - No employee who has acquired seniority status shall be disciplined or discharged without just cause. Normally, employees shall not be disciplined in public or in the presence of other workers.

Section A1 – **Due Process** - Prior to imposing discharge or suspension (except in cases of gross misconduct) on an employee who has acquired seniority status, the Employer

shall notify the affected employee and the local Union President of the charges, contemplated action and the date and time of the meeting with human resources. The employee shall have the right to request Union representation.

Section A2 - The Local president shall be notified when an employee who has not acquired seniority status is suspended or discharged.

Section B – **Notice of Discharge or Discipline** - The Board agrees promptly upon the discharge or discipline of an employee who has acquired seniority status to notify the Union representative in the unit of the discharge or discipline.

Section C - The discharged or disciplined employee who has acquired seniority status will be allowed to discuss his/her discharge or discipline with the Union representative of his/her unit, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

Section D - **Appeal of Discharge or Discipline** - Should a discharged or disciplined employee who has acquired seniority status consider the discharge to be improper, a complaint shall be presented in writing through the Union representative to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after reviewing the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Level Two of the Grievance Procedure. There shall be no recourse through the grievance procedure for discipline or discharge of an employee who has not acquired seniority status unless said action is taken against such employee because of union activity.

ARTICLE 8 - PROBATIONARY EMPLOYEES

Section A- Employees hired into the bargaining unit shall be considered probationary for the ninety (90) working days of their employment. At the conclusion of this probationary period, the employee will be terminated, placed on the regular pay schedule, or have the probationary extended for an additional 60 days. At the conclusion of the probationary extension period, final determination will be made to either terminate the probationary status or terminate employment. Any employee whose probationary period is extended will remain at the probationary pay and benefit level (this does not apply to insurance benefits or paid leave).

Section B - There shall be no seniority among probationary employees.

Section C- After the employee has completed the probationary period for his/her classification, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her original date of hire.

Section D - The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except for discharge for other than Union activity.

Section E - All benefits not specifically excluded by this Agreement shall begin with the first day of work.

ARTICLE 9 - NO STRIKE CLAUSE

Section A - The Union and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 10 - PROTECTION OF EMPLOYEES

Section A - **Legal and Physical** - Liability insurance carried by the Board shall protect all employees against civil suits brought against them growing out of the exercise of their regular duties.

Section B - All cases of accidents, injury, or assault involving employees or students growing out of the exercise of employee duties or school activities shall be reported by the employee to the building principal or the Superintendent or designee promptly. At the request of the employee, the Employer will provide, at no cost to the employee, reasonable access to legal counsel to advise the employee with respect to any such assault on the employee.

Section C - Complaints by parents or students directed toward employees shall be called to the attention of the employee as soon as possible.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section A - A grievance is defined as, and limited to, an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement. Any member or members of the Union or a representative may file a grievance.

Section B - The term "days" shall be defined as days when bargaining unit members are scheduled to work when school is in session and Monday through Friday, excluding holidays, during the summer. The number of days at each level are maximum. The time limits may be extended by mutual written agreements.

Section C - The grievance shall be submitted in writing and shall include the following:

1. A statement of the facts alleging the violation.
2. The specific Article or Section of this Agreement that is alleged to have been violated.
3. The specific relief that will resolve the grievance.
4. The name(s) of the aggrieved party.
5. Appropriate transmittal signatures and dates.

Section D - **Informal Procedure** - Prior to initiating formal grievance procedures, the aggrieved party shall attempt to seek resolution with the appropriate supervisor.

Section E - **Formal Procedure:**

LEVEL ONE - **Supervisor's Level**: Within five (5) days of the alleged violation of this Agreement or of the grievant's knowledge of its occurrence, whichever is first, the aggrieved party shall submit a written grievance to Human Resources or designee. Within five (5) days of receipt of the written grievance, Human Resources or designee shall schedule a Level One hearing. In the event a Level One hearing is not scheduled within the five (5) day limitation, Level One shall be waived, and the grievance referred to Level Two.

Within five (5) days of the hearing on the grievance, Human Resources or designee shall render a decision in writing, transmitting a copy to the Union, the aggrieved party, and the Superintendent or designee.

LEVEL TWO **- Superintendent's Level**: If the decision of Human Resources or designee is not satisfactory to the grievant, the Union, within five (5) days of receipt of the Human Resource's designee's decision, shall transmit to the Superintendent or his/her designee the Level One decision, and a statement of intent to file at Level Two.

Within ten (10) days of a Level Two grievance, the Superintendent or his/her designee shall schedule a Level Two hearing.

Within ten (10) days of the hearing on the grievance, the Superintendent or his/her designee shall render a decision in writing, transmitting a copy to the Union and to the aggrieved party.
Group grievances, or grievances over which Human Resources or designee has no control may be started at Level Two, provided they are reduced to writing within ten (10) days of their occurrence or knowledge of occurrence.

LEVEL THREE – If the decision of the Superintendent or designee is not satisfactory to the grievant, the grievance may be processed, within five(5) working days, to mediation with a Michigan Employment Relations Commission appointed mediator. The mediation meeting shall occur within thirty (30) days of Level Two notification unless this time frame is mutually extended by the parties.

LEVEL FOUR - In the event the Union is not satisfied with the disposition of the grievance at Level Two, the Union must provide written notice of intent to submit the grievance to arbitration within fifteen (15) days after receipt of the decision in Level Two.

After receipt of a notice of intent to arbitrate, the parties shall meet in an attempt to agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator, then the Union may submit the matter to the American Arbitration Association requesting that an arbitrator be selected with their assistance and under their rules. All arbitral proceedings shall be conducted in accordance with the rules established by the American Arbitration Association.

The arbitrator shall have no power to amend, alter, or modify this Agreement or any supplementary agreement.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award shall not be based on other extra contract matters not specifically incorporated in this Agreement.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the Board, and on all parties.

The arbitrator shall have no power to establish salary schedules or set or alter hourly rates.

No decision of the arbitrator in any one case shall require retroactive adjustment in any other case.

The expenses of the arbitration proceedings shall be borne equally by the parties. Each party shall arrange for and pay the expenses of witnesses which are called by them.

Representatives of the Union who are called as witnesses shall not suffer any loss in their regular wages.

The arbitrator shall not be empowered to rule on matters that are subject to applicable federal, state, or civil regulatory procedures. This provision shall not be construed to unreasonably restrict utilization of the grievance procedure.

The arbitrator shall issue a decision on arbitrability before hearing the substantive merits of the matter.

Section F - Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may be agreed to shall be deemed settled on the basis of the Union's demand. Any grievance not carried to the next step by the Union within the prescribed time limits, or any extension that may be agreed to, shall be automatically closed upon the basis of the Employer's last disposition.

Section G - Employees shall be allowed representation at all levels of the Grievance Procedure by authorized Union Representatives as provided under the Public Employment Relations Act.

ARTICLE 12 - VACANCIES, TRANSFERS AND PROMOTIONS

Section A - A vacancy shall be defined as a newly created position or a present position that is not filled and which the Employer intends to fill. If a vacancy can be filled by the recall of a laid off employee to the position he/she was laid off from, said vacancy shall not be posted.

Section B - All vacancies shall be posted in a conspicuous place in each building of the District for a period of five (5) workdays, except as provided below. Said posting shall contain the following information:

1. Location of work.
2. Starting date.
3. Rate of pay.
4. Hours to be normally worked; normal starting and ending times.
5. Classification(s).
6. Minimum qualifications.
7. If duties from previously held position significantly change the posting shall indicate so.

Nothing in the posting shall imply any restrictions on management's right to change schedules and/or flex time to meet the needs of the District.

During the school year, copies of postings will be sent to the local Union President prior to posting. Interested employees may apply in writing to the Superintendent, or designee, within the five (5) day posting period. Postings shall be emailed to any bargaining unit member who is on an approved leave of absence that is not scheduled to extend more than twenty (20) workdays beyond the starting date of a posted position. The employee must provide stamped, self-addressed envelopes for that purpose.

Any vacancies that arise after the end of the scheduled work year for food service employees, but before the beginning of the next scheduled work year for food service employees, shall be posted and sent to each employee's school email. Interested employees may apply in writing to the Superintendent, or designee, within the five (5) day posting period and mailed to all bargaining unit members prior to the beginning of the work year along with the "Welcome Back" letter and tentative work schedules. The application deadline for these postings shall be ten (10) calendar days after the mailing date.

Section C - Vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications as defined by administration. Qualifications shall include ability to perform the job duties, meeting physical requirements of the job, holding required certifications and/or licenses as well as having positive evaluation, attendance, and discipline records. For purposes of interpretation, where qualifications are essentially equal between applicants, seniority will prevail. Should no member of the bargaining unit apply for and be granted the vacancy, the Employer will fill said vacancy by an individual who can demonstrate his/her ability to do the work.

Section D - Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union. In the event the senior applicant is denied the position or fails during the trial period, reasons for the denial or failure shall be given to the local Union President.

Section E - In the event of new job assignment in the department, the employee shall be given a ten (10) workday trial. If the new job assignment is to a Lead Cook position, the employee shall be given a twenty (20) workday trial. The Employer shall give the promoted employee reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment and other employees who may be affected as a result of this return will be displaced accordingly. During any trial period, employees will receive the rate of pay for the job they are performing.

Section F - The aforementioned probationary trial period may be waived with written approval from the Assistant Superintendent or designee, Union President and the probationary employee.

Section G - Involuntary transfers will be minimized and made only for good and sufficient reason. However, no employee who has been involuntarily transferred will realize a reduction in pay. Employees required to work in a higher paying position shall be paid the rate of the higher paying position.

ARTICLE 13 - LEAVES

Section A – Each bargaining unit employee shall be granted paid time off (PTO) as follows. A "benefit year" as used in this Article is July 1 to June 30 (i.e., a fiscal year). New Employees: During an employee's first benefit year of employment, the employee will accrue PTO at a rate of 1 hour every 35 hours worked (capped at 1 hour of PTO leave in a calendar week). The employee will be eligible to use PTO accrued during the probationary period after the completion of the probationary period, and the employee will continue accruing PTO as specified in the previous sentence after the completion of the probationary period until the second benefit year.

All employees who have successfully completed their probationary period of ninety (90) days of employment shall be allowed nine (9) paid time off (PTO) days per year with an unlimited accumulation. PTO days will accumulate at a rate of 1 per month until the yearly limit is reached. An employee must work during the month to accrue a PTO day for that month.

***Employees who currently have accumulated sick leave banked will have their sick leave converted to paid time off (PTO).**

Generally, when requesting the utilization of PTO days, the employee will make a request in writing one (1) week prior to the requested time off in writing to their immediate supervisor. In cases of emergency, the employee can notify the employer in accordance with current practices.

*A day is defined as the length of the employee's regularly scheduled workday. A change in an employee's regularly scheduled workday will require a recalculation of the accumulated PTO. For example, an employee who has accumulated twenty (20) days of PTO leave working a four (4) hour day is changed to a regularly scheduled eight (8) hour workday, now this employee would have eighty (80) hours of PTO leave worth ten (10) days PTO leave accumulation in the new eight (8) hour position.

Section B – An employee may use PTO days for the reasons listed below as well as any reason permitted under the Michigan Paid Medical Leave Act:

1. Personal illness or injury.
2. Illness in the immediate family.
3. Appointments.
4. Up to two (2) days may be used to extend funeral leave for immediate family (as defined in Article 13, Section H) and one (1) day may be used to attend the funeral of someone significant to the employee or extended family member.
5. Vacation days - up to three (3) days may be taken for vacation as long as in writing and requested five (5) days in advance. Additional days may be granted with the supervisor's approval.

Section C - To be eligible for PTO leave, the employee must notify his/her supervisor in a reasonable time prior to the time he/she is to report to work.

Section D - The Board reserves the right to require a physician's statement upon return from an absence because of illness or injury.

Section E - Upon retirement or resignation from employment, an employee with a minimum of ten (10) years of service shall be paid for all unused PTO leave based on one-half his/her current rate. In cases of death, full payment shall be made to the beneficiaries or to the employee's estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of an employee's average annual income from Grand Ledge Public Schools over the last three (3) years of employment:

20 years or more	23%
16 years to 19 years	18%
10 years to 15 years	13%

Section F - At the end of each school year employees that have used three (3) or less days may request the Assistant Superintendent or designee to be paid for three (3) days. The only exception would be an absence for a funeral as defined in Section H of this Article.

Section G - At the expiration of accumulated days, an employee may request voluntary health leave without pay, subject to Section G.

Section H - **Other Leaves**:

1. Employees may, at the discretion of the Board of Education, be granted voluntary leave, without pay, during any school year for a period of up to one (1) year. All such requests must be submitted in writing and the full conditions of the Agreement must be in writing, including the assignment of the employee upon return, and effect, if any, of the leave on the salary schedule. Seniority will be frozen for voluntary unpaid leaves of more

   than three (3) weeks in duration.

   a. Voluntary leaves of three (3) weeks or less in duration may be approved at the discretion of the Superintendent or designee.

2. Military leave will be granted to any regular employee who may enlist or be conscripted into the military forces of the United States for service or training. Upon return from such leave, within one (1) year of the termination of military service, the employee shall be returned to a comparable position with full credit on the salary schedule for time in military service. The employee must notify the Employer at least fifteen (15) workdays of his/her intended return to work. -

3. An employee who is absent from the job to attend an approved meeting shall receive regular pay with no time charged against sick leave.

4. When approved in advance by the Assistant Superintendent or designee, conference costs and travel expenses at the current rate will be reimbursed by the Board. Membership charges shall be the responsibility of the employee unless approved in advance by the Superintendent

5. A medical or disability leave of up to one (1) year shall automatically be granted upon presentation of a doctor's statement certifying the medical necessity of the leave during the work year. The Board reserves the right to require a second opinion before granting a medical leave by a Board- appointed physician at Board expense. Upon return, the employee shall assume his/her former position. For such leaves that last longer than one (1) year or if the former position is abolished, the employee shall return to a vacancy within his/her former job title. Should no vacancy be available, the employee shall be permitted to displace a less senior employee within his/her former job title.

   The second opinion will be from a Board-paid physician in the same medical specialty as the employee's doctor. If those two (2) physicians disagree, the parties will choose a third (3rd) physician whose opinion shall be conclusive. The third (3rd) physician shall be paid by the Board unless the employee's insurance covers his/her fee. Provided, however, if the insurance carrier requires a second opinion, the Board shall adopt it as its own.

6. For Board-approved medical leaves, bidding seniority will not be frozen for up to one (1) year.

7. All applicable leaves shall run concurrently with FMLA.

Section I - **Funeral Leave**: Paid funeral leave up to three (3) days shall be granted for a death in the immediate family. Immediate family is defined as spouse, brothers, sisters, parents, parent-in-laws, sons, daughters (including stepchildren), and grandparents.

Section J - All leave requests must be reported to food service director a minimum of two (2) hours prior to the start of their shift for that day.

ARTICLE 14 - RETIREMENT

Section A - The Grand Ledge Public Schools shall contribute the state-mandated percentage of each employee's salary to the Michigan Public School Employee Retirement system.

Section B - The Board of Education will pay a retirement benefit of thirty dollars ($30) for each year that an employee has been employed with the Grand Ledge Public Schools at the time of his/her retirement. To qualify for this benefit, the employee must have worked for the Grand Ledge Public Schools for a minimum of ten (10) years.

ARTICLE 15 - GENERAL WORKING CONDITIONS

Section A - The Board will make an attempt to provide adequate parking facilities for employee use.

Section B - Employees shall report all conditions they believe to be recognized as hazardous to their health and safety. Further, nothing herein precludes employees from making inquiries or reports to the proper authorities. The Employer agrees to investigate such reported hazards.

Section C - While equipment and tools may vary, the Employer shall normally make available equipment and tools that are essential to completing assigned work. The employer will maintain a procedure for the maintenance and repair of equipment and will communicate that to employees.

Section D - Employees may use the minimum physical force necessary to repel a physical assault from a student.

Section F - The Employer shall provide the employees the following without cost:

1. Uniforms as required by the Employer.

2. Costs for medical tests and/or check-ups as required, which are not covered by the employee's insurance.

ARTICLE 16 - TEMPORARY ASSIGNMENTS

Section A - A temporary position is one which is not filled because the employee normally holding said position is on or is expected to be on an extended absence or which the Employer does not expect to maintain on a permanent basis for more than ninety (90) days.

Exception - Medical/disability leaves of up to one (1) year shall be considered temporary.

Section B - Temporary positions, as defined in Section A above, shall be first offered by seniority to those employees normally assigned to the same work site at which the temporary vacancy exists. If no such employee accepts said offer, then the temporary vacancy may be filled by a substitute. Further, substitutes may be used for a period longer than ninety (90) days if no such employee volunteers to fill the temporary position.

Section C - Positions open due to daily absence(s) will be offered to the most senior employee working at the same work site where said temporary vacancy exists. The position vacated by a senior employee opting to occupy a position open due to a daily absence will be filled by the next most senior employee at the same work site, continuing down to the position with the least hours. The position with the least hours shall then be filled by a substitute whenever possible.

Section D - Regular employees filling a temporary vacancy will receive from the first day on the temporary assignment, the rate of pay they would receive if permanently assigned to the temporary vacancy for all hours actually worked. In no case, however, will an employee receive less than his/her normal rate of pay while filling a temporary vacancy. After five (5) days in a temporary vacancy, the employee's snow days, holidays, and non-instructional days shall be paid at the rate of the temporary vacancy. All sick leave use will be at the employee's regularly scheduled hours and rate of pay while filling any temporary vacancy.

Section E - Laid off members of the bargaining unit who fill in for absent employees shall be considered "recalled" to employment. Pay for such "recall" positions shall be at the regular rate of pay from the first day. At such time an employee works more than ten (10) consecutive workdays in the same position or any twenty-one (21) consecutive workdays, all rights and privileges of the contract shall accrue. Employees considered to be "recalled" pursuant to this section need not be given a fourteen (14) day notice of layoff therefrom. However, it is understood that such work shall not impair an employee's regular recall rights.

Section F - A regular employee that voluntarily takes a temporary position will be returned to the position he/she occupied immediately prior to taking the temporary position once said temporary position has expired.

ARTICLE 17 - EMPLOYEE EVALUATION

Section A - Each employee shall be evaluated annually by the Assistant Superintendent or designee based upon his/her job performance. Employees shall have the right to make a written response and have it attached to any evaluation of record.

The Board agrees that the work performance of probationary employees will be observed, but this in no way alters Article 10 - Probationary Employees, Section D.

Section B - Evaluations and evaluation procedures are not subject to the grievance procedure. It is expressly understood, however, that any discipline resulting from evaluation of any employee's work is subject to the grievance procedure.

ARTICLE 18 - WORK SCHEDULE

Section A - The normal work year for all cook assistants shall be consistent with the current full-day student calendar. The normal work year for all lead cooks shall be consistent with the current daily student school year calendar. This scheduled can be modified by the district with notification to the employee.

Section B - Employees who are regularly scheduled to work four (4) hours per day or more may be allowed a fifteen (15) minute paid break.

Employees that are regularly scheduled six (6) hours per day or more will be allowed a 15-minute paid break and a thirty (30) minute unpaid lunch break.

Section C - If a bargaining unit member's time sheet shows that he/she is required to work beyond his/her normal work schedule fifteen (15) or more minutes each day for three (3) weeks, the Assistant Superintendent or designee will observe the position in the next week to decide if the position's hours should be increased on the work schedule or not. The disposition of the Assistant Superintendent or designee is final and not subject to the grievance procedure.

Section D - The food service director may add up to thirty (30) minutes of extra work time per day to a job. Should it be determined that a job requires thirty-one (31) to sixty (60) minutes more additional time per a day, then the Union (two representatives as determined by the executive board) and the food service supervisor shall meet and collaboratively determine whether the job will be posted, or additional time added. If in collaboration, it is determined that additional time will be added, the job shall not be posted. However, should it be determined that the additional time will not be added, then the job shall be posted per Article 14 Vacancies, Transfers, and Promotions.

ARTICLE 19 - OVERTIME

Section A - Time-and-one-half shall be paid for all pre-approved hours worked in one week over forty (40) hours. The workweek shall be from 0001 hours on Monday to 2400 hours on Sunday. All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet. Failure to follow these requirements may result in a denial of overtime pay.

Section B - Overtime earned, upon mutual agreement to do so, may be used as compensatory time. Such compensatory time shall be at time-and-one-half (1-1/2) and shall be taken within two (2) weeks after it has been earned.

Section C - In the event a Food Service employee has worked over forty (40) hours in a week and is called in to work for hours outside his/her normally scheduled hours, said employee shall be paid for a minimum of two (2) hours at the rate of time-and-one-half (1-1/2) his/her regular hourly rate. Food Service employees will work extra hours before or after their regular workday at their regular hourly rate, except banquet work.

Section D - Extra work (i.e., work that is done during time that is in addition to the employee's regularly scheduled hours) shall be assigned to the regular employees in the kitchen where the extra work is to be done. Such extra work shall be assigned by the kitchen coordinator from the "Extra Work Chart" established by each kitchen coordinator at the beginning of each school year. In kitchens where there are no coordinators, bargaining unit members shall equally share any extra work on a mutually agreeable basis between the employees.

Employees who volunteer shall be placed on the "Extra Work Chart" on the basis of seniority. Extra work shall be first offered to the most senior employee who is qualified to do the activity who was not previously offered such extra work and who is still at the site. If all employees still at the site refuse the extra work, the employee having the least seniority (and still at the site) may be assigned said extra work.

Section E - For the purpose of computing benefits under this Agreement, paid vacation days, sick days, funeral leave, jury duty, and paid personal leave shall be considered as hours worked.

ARTICLE 20 - CATERING

Section A - Food Service employees will be paid additional compensation at the rate of $4.00 per hour for catering work beyond the regular workday. Also, all Food Service employees who want catering work will be provided that opportunity. Catering work will be put up for bid on a seniority rotation basis, with those employees who decline said work going to the bottom of the list. If no employees take advantage of the catering work, then the district will seek substitute workers to work the catering job(s).

1. Catering work within the Grand Ledge School District will be offered to all Food Service employees that indicate, in writing, a desire to perform such work. The Management will provide, at the start of each school year, a sign-up form for this purpose and distribute a copy of the form to each employee.

2. Using these forms, a flowchart will be established whereby employees that have filled out a form will be contacted for catering work assignments. Initial assignment on the flowchart will be established by seniority. Each employee signing up to work, however, will be offered work on a rotating basis. Seniority will be used only for the basis of establishing the order of names on the flowchart each year. Employees that are offered catering work on their rotation and choose not to work will forfeit their opportunity for catering work until their normal rotation.

3. In order to utilize various kitchen facilities in an effective and efficient manner, two (2) employees normally assigned to the building where the catering activity is being prepared or served will be offered the opportunity to work. This will be accomplished by using the rotation schedule that is established and may result in an employee(s) being offered catering work more frequently than others due to the location of catering activity.

Section B - If an employee who works catering in addition to regular work and exceeds forty (40) hours in one week, will receive compensation at the rate of one and one-half (1 1/2) their normal daily rate.

Section C - Food service personnel shall not be responsible for damages found after a group has used kitchen facilities unsupervised.

Section D - The additional compensation of $4.00 earned per hour for employees that work catering duty will be added to the current pay period's wages.

ARTICLE 21 - SENIORITY

Section A - Seniority shall be defined as all seniority retained by members of the bargaining unit as of December 12, 1983, in addition to all seniority earned as a member of the bargaining unit since that time.

Section B - Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one (1) individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

Section C - Regular part-time employees shall accrue seniority as a full-time employee. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.

Section D - The Employer shall prepare, maintain, and post an official seniority list. The initial seniority list shall be prepared within thirty (30) days after the effective date of this Agreement, with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union President.

Section E - Seniority shall be lost by an employee upon termination, resignation, or retirement. Effective May 31, 1984, employees transferring to a non-bargaining unit position shall retain earned seniority while outside the bargaining unit.

Section F - Seniority of employees on voluntary unpaid leaves of absence of more than three (3) weeks shall have their seniority frozen for the duration of such leaves. Employees on approved military leaves of absences shall continue to accrue seniority during said leave.

Section G - Employees on layoff shall retain their seniority for purpose of recall.

ARTICLE 22 - LAYOFF AND RECALL

Section A - Layoff is defined as a reduction of the work force. If layoff becomes necessary, it shall be conducted in the following manner:

1. Probationary employees.
2. Remaining employees beginning with the least senior.

Section B - Senior employees affected by a layoff or elimination of position shall have the right to bump the least senior bargaining unit member in an equal or next lesser position (classification) for which they are qualified.

Section C - In the event of a reduction of hours, the entire position to be so reduced shall be eliminated and a new position shall be posted. Layoff provisions herein shall apply, except that the notice period for elimination of a position to facilitate a reduction of hours in said position may be reduced to five (5) working days. (An employee may voluntarily accept a reduction in his/her work hours without the position being subject to posting.)

Section D - Employees to be laid off shall be given a written notice at least fourteen (14) days prior to the effective date of the layoff. Upon request, the Employer shall provide to the Union President a list of those employees to be laid off at the same time the notices are issued to the employees.

Section E - Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period. Employees recalled to work

for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

Section F - A laid-off employee shall, upon application, be granted priority status on the substitute list according to his/her seniority.

Section G - Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified.

Section H - For the purpose of layoff and recall only, up to three (3) identified officers of the Union shall assume the highest seniority ranking.

ARTICLE 23 - JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

ARTICLE 24 - MISCELLANEOUS

Section A - Upon Business Office approval, the payroll department will make payroll deductions upon written authorization from employees for annuities, credit union, savings bonds, charitable donations, or any other plans or programs.

Section B - This Agreement shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with its terms. All future individual employee agreements shall be made expressly subject to the terms of this Agreement.

Section C - If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon the request of either party, the parties shall negotiate for purposes of possible agreeing to a replacement provision at reasonable times and places.

Section D - When an employee is absent, a substitute will be obtained whenever possible.

Section E - **Mandatory Meeting Pay** - Mandatory meetings requiring the employee to report to the school shall provide employees with a minimum of one (1) hour's pay, or the actual time of the meeting, whichever is greater. Employees required to attend meetings during their regularly scheduled working hours shall receive their regular pay only. An employee must attend scheduled meetings if held prior to 2:00 p.m., unless excused by the Assistant Superintendent or designee.

Section F - This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section G - The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section H - Employees using their personal vehicle to travel between worksites after punching in will be reimbursed the current IRS mileage rate for pre-approved purposes.

Section I- An emergency manger appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE 25 - RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

When an existing job description is changed, a copy of the revised job description will be given to the union president. Within five (5) working days, the employer will meet and discuss the impact on employees with representatives of the Union.

ARTICLE 26 - INSURANCE

Section A **- Worker's Compensation** - Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan.

Section B - The employer will implement a cafeteria plan in compliance with the Section 125 of the Internal Revenue Code like the plan agreed to by the Grand Ledge teachers.

ARTICLE 27 - MANAGEMENT RIGHTS

Section A - In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Grand Ledge School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including by way of illustration, and not by way of limitation, the following:

1. The supervision, direction, and control of the management and administration of the school system, its properties, and facilities.

2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.

3. Make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.

Section B - The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of the Agreement.

ARTICLE 28 - NEGOTIATION PROCEDURES

Section A - This Agreement may be extended only by mutual, written consent of both parties.

Section B - Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least thirty (30), and not more than ninety (90) days, prior to the expiration of this Agreement.

Section C - The provisions of this Agreement shall constitute a binding obligation on the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule, or regulations of the parties that are in conflict with a provision of this Agreement shall be superseded and replaced by the Agreement.

ARTICLE 29 - SCHOOL IMPROVEMENT

Section A - A School Improvement Plan shall be defined as a plan, program or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94, as amended.

Section B - Recommendations made by any site-based committee at the building level shall not violate any of the rights secured to the Board or the Association under this Agreement.

Section C - Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or terms and conditions of employment, or the impact of any wages, hours and/or terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Association prior to being implemented.

Section D - Individual membership in SIP/BET shall be voluntary.

Section E - Employees will be paid for SIP/BET meetings that they are required to attend, which are held during the employee's regular working hours.

Section F - Participation or non-participation in SIP/BET shall not be used as criteria for evaluation, discipline, or discharge.

Section G - Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.

ARTICLE 30 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2023 except as otherwise stated herein and shall continue in effect until June 30, 2026.

FOR THE UNION:

By:

By:

FOR THE BOARD OF EDUCATION:

By:

By:

By:

By:

By:

By:

By:

Dated this ____ day of _____, 2023.

APPENDIX A

I. REQUIREMENT

Food Service employees shall be responsible for preparation and serving of hot lunches. All Food Service employees shall submit evidence of good health. All Food Service employees are expected to observe the same rules and regulations relating thereto as are required of all school personnel.

II. WORK SCHEDULE

Hours of employment for each individual employee shall be determined by the Chief Financial Officer or designee. Review of an employee's hours will be granted upon request.

When schools are closed because of an emergency, an effort must be made to take care of Food Service needs (such as prepared food).

Food Service employees shall be eligible to be paid for at least one hundred seventy-eight (178) days, which shall include all student attendance days, up to ten (10) holidays.

Labor Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Eve
Christmas Day	New Year's Eve
New Year's Day	MLK Day
President's Day*	Memorial Day

*Unless schedules as a student attendance day in which case the employees will receive another day off or additional pay for the day.

In order to receive pay for any holiday.

1. The holiday must fall between the first day of work and the last day of work within any school year calendar and work schedule of the employee,

2. The employee must normally be scheduled to work the day on which the paid holiday is observed. For example, for an employee to be paid the Friday after Thanksgiving, the employee must have a work schedule that includes working on Fridays. There is no intent to refuse an employee holiday pay for Christmas Day if December 25 falls on a Saturday or Sunday. The holiday pay will be for a Friday or Monday.

3. The employee must work the last scheduled workday preceding the holiday and the first scheduled workday following the holiday. The employee may utilize PTO time for the last scheduled workday preceding the holiday or the first scheduled workday following the holiday for one (1) holiday during the fiscal year.

III. RESIGNATION AND RETIREMENT

Notice of resignation or retirement shall be made in writing to Human Resources at least two (2) weeks prior to date of resignation or retirement.

IV. WAGE SCHEDULE

A. All current Food Service employees will be placed on a step schedule according to their years of service to Grand Ledge Public Schools. Each employee will receive at least a $.75 raise for the 2023-2024 school year and will continue to increase one step each school year for the duration of this contract.

B. All wages will be effective from the first day of employment of the contract year. The Superintendent or designee may grant experience credit to new hires at his/her discretion, but at no higher than a step two (2) or two (2) years of experience.

2023-2024

Lead Cook		Asst. Cook		Floater	
Step	Wage	Step	Wage	Step	Wage
1	$ 15.00	1	$ 14.00	1	$ 15.00
2	$ 15.25	2	$ 14.25	2	$ 15.25
3	$ 15.50	3	$ 14.50	3	$ 15.50
4	$ 15.75	4	$ 14.75	4	$ 15.75
5	$ 16.00	5	$ 15.00	5	$ 16.00
6	$ 16.25	6	$ 15.25	6	$ 16.25
7	$ 16.50	7	$ 15.50	7	$ 16.50
8	$ 16.75	8	$ 15.75	8	$ 16.75

2024-2025

Lead Cook		Asst. Cook		Floater	
Step	Wage	Step	Wage	Step	Wage
1	$ 15.50	1	$ 14.50	1	$ 15.50
2	$ 15.75	2	$ 14.75	2	$ 15.75
3	$ 16.00	3	$ 15.00	3	$ 16.00
4	$ 16.25	4	$ 15.25	4	$ 16.25
5	$ 16.50	5	$ 15.50	5	$ 16.50
6	$ 16.75	6	$ 15.75	6	$ 16.75
7	$ 17.00	7	$ 16.00	7	$ 17.00
8	$ 17.25	8	$ 16.25	8	$ 17.25

2025-2026

Lead Cook		Asst. Cook		Floater	
Step	Wage	Step	Wage	Step	Wage
1	$ 16.00	1	$ 15.00	1	$ 16.00
2	$ 16.25	2	$ 15.25	2	$ 16.25
3	$ 16.50	3	$ 15.50	3	$ 16.50
4	$ 16.75	4	$ 15.75	4	$ 16.75
5	$ 17.00	5	$ 16.00	5	$ 17.00
6	$ 17.25	6	$ 16.25	6	$ 17.25
7	$ 17.50	7	$ 16.50	7	$ 17.50
8	$ 17.75	8	$ 16.75	8	$ 17.75

LONGEVITY SCHEDULE*

Employee must be hired prior to December 31st of current school year to be eligible for one year of service. Longevity payments are paid out by the final June pay period.

5-9 yrs.	$250
10-14 yrs.	$500
15-19 yrs.	$750
20-24 yrs.	$1,000
25-29 yrs.	$1,250
30+	$1,500

ATTENDANCE INCENTIVE*

Employees with perfect attendance for a trimester will receive a bonus at the conclusion of the trimester. The use of funeral leave will not count against perfect attendance.

Zero (0) Days Used	$300
One (1) Day Used	$200
Two (2) Days Used	$100

* If the final June 30, 2024 Board adopted budget amendment reflects a food service fund balance $10,000 higher than the 23-24 fund balance included in the original Board adopted budget, the longevity as presented would be paid out by the final June pay period. If the fund balance increases by $15,000, then longevity as presented, and attendance as presented, will be paid out by the final June pay period.

If these conditions are met, the proposed longevity and attendance scales will become a permanent part of the contract.

2024-2025 Reopener for change in financial conditions.

LETTER OF AGREEMENT #1
BETWEEN
GRAND LEDGE PUBLIC SCHOOLS
AND
GRAND LEDGE
FOOD SERVICE UNIT III, MEA/NEA

Re: Payment of 27L Educator Compensation

1. This Letter of Agreement is developed, approved, and executed between the Grand Ledge Public Schools Board of Education (the "District") and the Grand Ledge Food Service Unit III, MEA/NEA (the "Union").
2. The State of Michigan allocated one-time funding of $789,049.05 in the 27L categorical of the 2024-2025 budget for educator compensation to be received by the district in the 2025-2026 school year.
3. All food service employees employed as of March 15, 2026, and still employed by the district on the date of distribution are eligible for a portion of the 27L funds.
4. The district agrees to contribute the amount necessary to pay each eligible employee $825 less customary withholdings (including taxes and retirement contributions). If an employee is part of two separate bargaining units, the employee will receive an $825 total payment.
5. Payments shall be paid in a lump sum in a separate check on or before March 31, 2026.
6. This letter of agreement shall become effective upon the execution by the District and the Union. It is expressly understood and agreed that this Letter of Agreement does not establish a binding working condition, or obligation of either party after June 30, 2026, at its term shall expire on that date.

GRAND LEDGE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: _____

Its: Superintendent

Date: 03-23-2026

GRAND LEDGE
FOOD SERVICE UNIT III, MEA/NEA

By: _____

Its: president

Date: 3/26/26