



PROFESSIONAL EMPLOYMENT
CONTRACT

BETWEEN

FOWLERVILLE BOARD OF EDUCATION

AND

FOWLERVILLE EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, MEA-NEA
FOOD SERVICE BARGAINING UNIT

2025-2027

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EMPLOYMENT CONTRACT

This Contract entered into this 1st day of July 2025, between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board" and the Fowlerville Support Staff Association, MEA/NEA, hereinafter referred to as the "Association."

ARTICLE I **RECOGNITION AND TERMS**

- A. The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for Food Service Employees, excluding all others such as, but not limited to, all Supervisory and substitute Employees.
- B. This Contract shall expire on June 30, 2027.
- C. The terms and conditions of this Agreement are to be effective upon ratification by both parties.

ARTICLE II **BOARD OF EDUCATION RIGHTS**

- A. The Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not to conflict with the provisions of this Agreement.
- B. The Employer agrees to pay the legally specified contribution to the Michigan Public Schools Employees Retirement Fund on the gross wages for each Employee covered by this Agreement.
- C. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the Revised School Code and conferred upon and vested in it by the Laws and Constitution of the State of Michigan and of the United States, including by way of illustration and not limitation, the rights to:
 - 1. The executive management and administrative control of the School District, its properties, equipment, facilities, and operations and to direct the employment activities and affairs of its Employees;
 - 2. Hire all Employees and determine their qualifications and the conditions of their continued employment;
 - 3. Promote, transfer and assign all employees;
 - 4. Determine the size of the workforce, and to expand or reduce the workforce;

5. Establish, continue or revise policies and adopt work rules and regulations;
 6. Dismiss, demote and discipline Employees;
 7. Establish, modify or change any work, business or school hours or days;
 8. Establish, modify or change any work, business or school hours or days;
 9. Determine the services, supplies and equipment for its operations and determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or sub-contracting thereof or changes therein, and the institution of new and/or improved methods.
 10. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or sub-division of buildings or other facilities.
 11. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.
- D. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be consistent with Board policies then in effect and the specific and express terms of this Agreement providing the same are legal. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

ARTICLE III

GUARANTEE OF RIGHTS

In addition to the terms of this contract, and the policies of the Board of Education, the Association is hereby guaranteed all rights established by state law. The Board reserves the right to hire all Employees subject to the provisions of law and evaluate the effectiveness of the Employee. The Board reserves the right, based upon this evaluation, to promote, demote, transfer or dismiss such Employees limited only by the specific terms of this Agreement. The Board of Education maintains its prerogatives as established by law, including the institution of policies not in conflict with the terms of this contract.

ARTICLE IV

PAYROLL

A. Direct Deposit:

Employees must properly execute and submit to payroll via online portal an authorization for payroll deposits. The Board agrees to deposit the specified sum(s) into one or two designated banking institutions.

B. Payroll Deductions:

Upon appropriate authorization from the bargaining unit member the Board shall remit within fifteen (15) working days all monies to the appropriate business for 403(b), 457's and other approved programs between the Board and Association.

For other types of deductions, forms must be submitted via online portal. i.e.: W-4, HSA, FSA

ARTICLE V

SENIORITY

- A. Seniority shall become effective after completion of the probationary period and shall date from the first day of work as a regular Employee. A new Employee shall be regarded as probationary for the first sixty (60) actual days of work of their employment as a regular Employee.
- B. In the event two or more Employees have the same seniority date, the last four (4) digits of their Social Security numbers, beginning with the highest number first, shall determine their ranking on the seniority list.
- C. No Employee who has completed the probationary period shall be disciplined, reprimanded or discharged without just cause. Probationary Employees are employed "at will" and may be disciplined or terminated at the discretion of the Employer. The termination of a probationary Employee shall not be subject to arbitration.
- D. Seniority is lost only by resignation or discharge of the Employee.
- E. Seniority shall accrue based on years of continuous employment from the Employee's last date of hire.
- F. Time on lay off or approved medical/FMLA or workers' compensation shall not constitute a break of continuous employment and shall continue to accrue seniority. Time spent on other unpaid leave greater than fifteen (15) consecutive workdays shall not count towards seniority.
- G. There shall be a seniority list for food service Employees. The lists shall be prepared by the Employer and available to the respective Employees by December 1st of each year. The Employee then has twenty (20) workdays to challenge their placement on the list. If no challenge is made within this timeline, the list shall be deemed correct

ARTICLE VI

FILLING VACANCIES

A. Back to School Bid Meeting

Prior to the beginning of each school year all cook positions shall be open for bidding. Prior to the conclusion of each school year each Employee shall be notified of the August bid meeting date, which will be held on the Monday in August of the week before the teaching staff report. A week prior to the bid meeting, each Employee shall be e-mailed the bid schedule; listing each open position and noting the main dish cook position. Total hours and the start and ending time for each position will be listed. On the bid meeting day, each Employee shall select, in the order of seniority, with the greatest seniority having the first opportunity to bid their assignment for the ensuing year. Any Employee who is unable to attend the bid meeting shall be responsible for giving to the Association representative and Director of Food and Nutrition Services their written proxy bid which shall include their first three (3) choices. If none of their proxy choices are available, or if no proxy has been received, then the Employee shall be assigned a position as close as possible to their prior year's assignment by the Director of Food and Nutrition Services. Attendance at this meeting is a regular part of each food service position and therefore attendance is mandatory, and each Employee shall be compensated at their regular rate of pay.

B. Filling Vacancies During the School Year

When a regularly scheduled cook position becomes vacant, increased by fifteen (15) minutes or more, or a newly established cook position is created during the school year, a bid meeting will be held within ten (10) workdays to fill that vacancy, subject to the conditions below. If a position is decreased by fifteen (15) minutes or more, all positions shall be subject to bid at the bid meeting.

1. Employees will be given at least five workdays' notice of a bid meeting to fill the vacancy and any subsequent vacancies which may arise at the bid meeting.
2. The Association Representative or designee may bid for an Employee who is unable to attend due to illness, emergency, or other extenuating circumstances. The absent Employee shall provide a written proxy form to the Director of Food and Nutrition Services and Association Representative listing the Employee's three choices. If none of their three choices are available, the Employee will stay at their current position or a position with hours as close as possible to the previous position.
3. Attendance at the bid meeting is voluntary and as such, no compensation will be issued.
4. Positions will be awarded to the most senior Employee that bids on the position.
5. All changes in positions will be implemented as soon as possible, but no later than five (5) workdays after the bid meeting.

6. Vacancies created at the end of the school year (after May 1st) will be up for bid at the back-to-school bid meeting.

C. Managers and Delivery Driver

When filling the position of manager and delivery driver, the applicants shall be from within the bargaining unit. If only one (1) or no internal employees apply, then outside applicants may be considered. Final selection will be based upon experience, competency, qualifications, length of service in the District, staffing needs, and other relevant factors. There will be up to a thirty (30) workday trial period for the newly appointed Employee which may be ended by the Employee or Employer prior to the conclusion of the thirty (30) workday trial period. If either the employer or employee decides to end the trial period before completion, the employee shall return to their former position. (If the position is filled with an applicant from outside the bargaining unit, the Employee will serve a sixty (60) workday trial period). The position vacated by the Employee in the trial period may be filled by using the extra hours procedure set forth in Article VII.C. A substitute may be used to fill any vacancy created as a result of the trial period. The vacated position shall then be filled by the procedures in this Article. The Food Service Director may fill the manager/delivery driver position from outside the bargaining unit if the trial period in this section was utilized.

D. Timelines

Vacancies not filled from within the unit shall be filled with a new hire no later than thirty (30) workdays from the bid meeting. If no suitable candidates are available, the Food Service Director shall meet with the Association to determine the timelines.

E. Temporary Vacancies:

If a position becomes temporarily vacant due to worker compensation leaves or other instances of leave where the employee may have rights to the position upon returning, the position may be bid and temporarily filled. The District and the Association will meet to discuss the filling of the position.

ARTICLE VII
SUBSTITUTING, EXTRA HOURS & ROSTERS

- A. There shall be two (2) rosters for sign-up posted at the beginning of the school year Bid Meeting for five (5) working days. The rosters shall be labeled: #1 Catering and #2 Delivery Driver. The Food Service Director shall maintain and post the rosters inside their office for Employees to view. Those Employees who choose not to sign-up, shall be eligible to substitute for catering but will not be eligible for substitute driving until the next year's sign-up period. If no suitable candidates are available, the Food Service Director shall meet with the Association to discuss the reopening of the delivery driver roster. New Employees who wish to be eligible for catering or driving shall sign the roster within their first five (5) days of hire.

- B. Extra hours outside of catering at a building will be offered to those building Employees based on seniority. Shifts will not be split for one (1) hour or less unless they occur at the beginning or end of the day.
- C. After building Employees have accepted or rejected the added time, any remaining time may be filled from outside the bargaining unit or from within the bargaining unit at another building. Whenever possible, substitutes should receive the fewest hours available.
- D. No more than three (3) people (unit and/or non-unit members) will be assigned to replace one (1) Employee's absence.
- E. If a food service Employee is trying a new recipe and needs extra time for one day only, the regular Employee shall be allowed to expand their day by the extra time needed subject to Supervisor pre-approval.
- F. Food service Employees shall be offered the opportunity to work scheduled half days, or other pre-approved time. These hours will equal at least their regularly scheduled hours times four (4) for the purpose of cleaning or other assigned duties.
- G. Catering: Catering events requiring shifts of one (1) hour or less will first be offered to building Employees who signed the catering roster where the event takes place. Other events with longer shifts of more than an hour will be posted. Those Employees interested in working at the event will sign the posting. Shifts will be assigned by seniority. The district reserves the right to assign staff based on special skills or experience. When an insufficient number of Employees are available, shifts will be assigned beginning with the lowest seniority qualified Employee on the catering roster. If an employee notifies the Director that they are unable to work at a catering event due to an emergency within 24 hours of the event, the Director may adjust the schedule as needed to fill all shifts. Non-scheduled workdays are not included in the 24 hours. Employees working catering shifts will be paid \$2.00 per hour premium on their regular hourly wage for all catering time worked.
- H. Temporary Hours: "Temporary" time added to a current Employee's regularly scheduled hours or a "temporary" new position, shall not exceed twenty (20) consecutive workdays unless mutually agreed to by the bargaining unit and Administration. After the twenty (20) consecutive workday period, if it is determined by management that the hours are to become permanent, then those hours or the new position shall be posted according to Article VI.
- I. If it appears that additional time beyond regular work hours may be required to prepare for certain catering, the building manager will confer with the Food Service Director so that an informed decision with respect to approval of extra time can be made by the Food Service Director.
- J. Paid days off for employees temporarily working more hours will continue to be based on their bid positions.

- K. Whenever a cook/driver substitutes or fills in temporarily for a manager, the cook/driver will denote that they have done so on their timesheet and will subsequently be paid the manager wage at their current step plus certification pay, if applicable, for the hours during which s/he fills that position. The district reserves the right to assign a long-term sub, based on special skills or experience.

ARTICLE VIII
WORKING HOURS & CONDITIONS

- A. Workweek: For the purpose of this Contract, the work week shall consist of five (5) consecutive days, Monday through Friday. Notification of any change in the Employee's regularly scheduled work week shall be given to the Employee by their immediate Supervisor by Thursday of the week prior to any such change.
- B. The hours for food service Employees shall be set at the start of each school year. The following classifications shall work at least the identified hours;

Managers/Truck Driver 7.0 hours a day

- C. Food Service employees shall be scheduled to work on all student whole days. Managers shall be scheduled to work on all student half days. Cooks may be scheduled to work on student half days per Article VII Section B & C.
- D. Food service employees may be required to attend in-service programs or perform other assignments at the times determined and scheduled by the Employer to fulfill their obligations. The Employer shall provide ten (10) calendar days' notice when feasible for mandatory in-service or attendance at District scheduled meetings.
- E. Working Hours and Conditions:

Hours Worked Daily

At Least Allocated	But Less Than	Unpaid Break Allocated	Paid Break(s)
3	4	One 15 minute break	
4	6		One 15 minute break
6	7		One 20 minute break
7	n/a		Two 15 minute breaks

All employees who work two (2) or more hours will receive a free beverage. Employees who work three (3) or more hours will receive a free meal.

F. Should additional daily hours be needed, Employees currently working shall be offered, by seniority in that building, the additional hours if it does not interfere with their currently scheduled workday.

G. Each Employee shall notify the Supervisor or designee when they will be absent from work, not later than one (1) hour before the Employee's regularly scheduled work time, except in emergency situations.

H. It shall be mandatory for all Food Service Employees to wear Employer-approved uniforms each day. Employees must observe all District and county health codes related to clothing and personal hygiene when reporting to work including, but not limited to, wearing hair restraints, clean clothing with no rips or tears, keeping fingernails clean and trimmed (no polish) and removing all jewelry except wedding rings before reporting to work.

Upon successful completion of the probationary period, Employees will be provided with three (3) uniforms, which consist of three (3) shirts and three (3) aprons, and hair nets each year at no cost to the Employee. The driver will be provided with two (2) sweatshirts. Employees who terminate their employment with the district must return their uniforms or agree to have the cost of their uniforms deducted from their final pay.

I. There will be a manager in each kitchen who shall receive at least the highest scheduled hours worked in that building.

J. The delivery truck driver shall possess a valid State of Michigan driver's license and maintain less than seven (7) points on their driving record. Food Service Employees who sign the Delivery Roster and substitute for the Delivery Driver must meet the above qualifications. These substitutes will be paid driver wages at their current step plus certification pay, if applicable.

K. Food prepared for specialty days outside the School District shall not result in any Employee receiving fewer hours per day. (i.e. Domino's, Subway, etc.)

L. Effective with the first pay for the school year, full time (seven (7) hours per day) Food Service Employees shall have the choice of 21 or 26 Pay Periods. Implementation of this procedure may be delayed pending the result of the annual bid meeting. For all other Employees, pay periods would remain as twenty-one (21).

M. No Food Service Employee shall be scheduled alone unless a custodian or other District School Employee is in the building. The other Employee shall be instructed to check in on the food service Employee on a regular basis.

ARTICLE IX
HOLIDAYS

FOOD SERVICE:

The following days will be paid by the Employer at the Employee's regular scheduled work hours, even though no work is performed by the Employee:

1. Labor Day
2. Wednesday before Thanksgiving
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. President's Day (if no students)
10. Good Friday
11. Memorial Day

*If students are present on President's Day the district will schedule an alternative paid day off.

ARTICLE X
EMPLOYEE INSURANCE
FRINGE BENEFITS

FOOD SERVICE:

Building Managers/Delivery Driver **	District-paid Health (up to the single subscriber hard cap) Dental and Vision, Life and Long-Term Disability
Cooks	District-paid Life
Grandfathered Food Service Managers/or Drivers who qualify for full insurance including family** Annette Chamberlain	Grandfathered Food Service Cooks who qualify for 50% District-paid Health, Dental and Vision and District-paid Life and Long-Term Disability** Linda O Dell

Grandfathered Employee ** District-paid Health (up to the single subscriber hard cap) or District-paid Health (up to 50% of the hard cap for two-person/full family) and District-paid Dental and Vision, Life and Long-Term Disability Theresa Goodwin	**These employees are entitled to Cash-in-Lieu at \$300 per month if health insurance is waived.
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The Board will participate in the Livingston County Health Care Consortium. During the time the District is part of the Consortium, both the District and the Association agree not to negotiate any changes to the insurance plans and benefits provided through the Consortium. This agreement fulfills their shared duty to negotiate over insurance benefits and coverage, and neither side will bargain over these matters while the current plans are in effect under the Consortium contract.

However, this agreement does not change the District's and the Association's right to negotiate how insurance premiums are shared between the District and employees. This negotiation must still follow the limits set by the Publicly Funded Health Insurance Contribution Act. The Consortium agreement does not remove the District's legal duty to follow state and federal laws about how much it can pay toward medical benefits.

The District will contribute up to single subscriber hard cap toward medical insurance for full-time Building Managers and Delivery Drivers enrolled in the District's plan. Employees must pay any costs above that limit.

Section 1: PAK A

PAK A health coverage will follow the plan details provided by the Consortium.

Section 2: PAK B (for Employees Not Electing Health Insurance)

- The Board will provide PAK B coverage for full-time employees and their dependents.
- Employees who choose not to take the District's health insurance may receive a \$300/month medical opt-out payment.
- To get this payment, employees must:
 1. Submit a written opt-out form provided by the District.
 2. Show proof of other health insurance that meets Affordable Care Act requirements.
- The opt-out deadline will match the open enrollment deadline.

PAK A and PAK B include the following Ancillary plans: Dental, Vision, Life Insurance, AD&D, LTD

MISCELLANEOUS FRINGE BENEFITS:

Disability of any Employee occasioned by work-related injury shall be exclusively covered by worker's compensation.

- A. The Board will provide personnel with the opportunity to participate in a Flexible Benefit Plan as defined by the Internal Revenue Service.
- B. Whenever an Employee is absent without pay, not including act of God days, the Employee must pay the premium cost paid by the Employer for each day through payroll deduction from their pay unless the Employee is entitled to Employer-paid insurance pursuant to the FMLA. The amount that the Employee would pay per day would be determined by dividing the annual premium contribution paid by the Employer (July 1 through June 30) by the number of annual workdays that the Employee is scheduled to work.

ARTICLE XI **PAID LEAVES**

A. Sick Leave

- 1. Sick leave will be granted monthly at a rate of ten (10) days each year. Sick leave shall be accumulated up to Ninety (90) days.
- 2. Sick Leave shall be granted for the following purposes:
 - a. Personal illness of such a nature as to render the member unfit for service, or for reasons of medical, optical or dental injury or for purposes of treatment and/or examination.
 - b. Quarantine of a member.
 - c. Illness of an immediate family member; limited to parents, siblings, spouse, guardian, child or ward.
 - d. Illness or disability due to pregnancy.
- 3. Allowance for sick leave for staff members employed less than one (1) year will be prorated on the basis of time served.
- 4. The Employer may require an Employee to provide medical verification when the Employer has a reasonable basis to question the fitness of the Employee's ability to work or the Employee is suspected of abusing sick leave. The verification will be at District expense to the extent not covered by insurance and the Employee was not otherwise going to the doctor.
- 5. Food service Employee sick leave time will be in half or full day increments.
- 6. If an Employee calls in sick the night before a day when school is cancelled due to an act of God, a day shall not be deducted from the Employee's sick leave accumulation.

7. Purchase of Sick Days: Association employees who have accumulated ninety (90) or more sick days on April 1 may sell back to the district ten (10) sick days at the rate of \$40 per day. The days sold back will be subtracted from the employees' total days. The employee will complete necessary paperwork and submit it to the Human Resource Director in the Central Office by May 1st. Sick day compensation will be paid with longevity in the first regular pay of June of the same fiscal year.

B. Personal Business

Personal business is an activity of a nature that requires the Employee's presence during the school day and cannot be attended to at another time or day. Requests for personal business leave shall, when possible, be requested in writing five (5) school days in advance. An Employee who is planning to use a personal business leave day on the day prior to or the day after a regularly scheduled holiday must submit a written request and have prior written approval from the Director. Unused personal business days will be accumulated as sick days at the end of each school year. The Employer shall approve/ disapprove within forty-eight (48) hours of request.

All Employees: Two (2) personal business days shall be available each school year (July 1 to June 30). If two (2) days are requested consecutively, a reason must be submitted to the Director in writing for consideration. A maximum of two (2) personal business day requests will be approved for any workday.

C. Earned Sick Time Act (ESTA) Compliance

Effective February 21, 2025, the Michigan Earned Sick Time Act (ESTA) replaces the Paid Medical Leave Act (PMLA). The Act mandates paid sick leave for eligible employees under specific conditions. The District affirms that its current paid sick leave provisions meet or exceed all ESTA earning requirements. The district furthermore affirms the compliance with the utilization of ESTA requirements.

- D. **Bereavement Leaves:** Up to five (5) days of absence with pay will be granted to Employees for the death of an employee's spouse or domestic partner, siblings, parents, stepparents, mother or father-in-law, guardians, child, stepchild or ward. Two (2) days per year may be used for the death of an employee's grandparents, grandchild, brother or sister-in-law, niece, nephew, aunt or uncle. If, unfortunately, there is more than one death that applies to this paragraph, an additional day will be granted. The district will consider extenuating circumstances, if more than two (2) days are needed for the above person. The Employee can request the Superintendent or his/her designee to consider additional days. One (1) of the five (5) days may be set apart to deal with matters related to the death which cannot be dealt with at another time.

E. Association Days: The district would grant a total of three (3) Association days to use each school year for Association business. Under MCL 38.1371(6) of the Michigan Public School Employees Retirement Act (MPERS), school districts can continue making retirement contributions for employees during "released time," which is when employees are not performing their regular duties but are still officially employed. However, the district must be reimbursed for these contributions by either the employee or the employee's union on a current basis. Additional guidance can be found in ORS Bulletin No. 315045 (July 22, 2015) and the ORS Reporting Instruction Manual 3.02.05 (July 6, 2016).

F. Act of God Days Whenever an Act of God Day or days are declared by the Employer, the Employee shall be notified by their Supervisor or designee not to report to work, Food Service employees will be compensated for their scheduled shift on the first Act of God Day. For Act of God Days after the first, Food Service employees are limited to choosing to elect to use available sick or personal business days to cover their scheduled shift for up to (5) five additional Act of God days a year, or elect to receive no pay for that cancelled day.

If the district or an individual building is closed after the start of an employee's scheduled shift due to circumstances beyond the control of the district (hazardous weather, power outage, water main break, etc.) then the Food & Nutrition employees who are sent home from the school(s) affected will be compensated for their full, scheduled workday.

G. An Employee called for jury duty or called by the Board to give testimony as a witness, not as a defendant, before any judicial or administrative tribunal or in an arbitration, negotiation, mediation or fact finding proceeding, shall be compensated for the difference between the Employee's regular job for which the Employee is contracted. The Employee must notify their Supervisor immediately upon notification of such duty to allow replacement or cancellation of such duty.

H. It is the Administration's expectation that staff work all required days they are scheduled to work. In an extraordinary situation, staff may make a written request to the Superintendent or designee to take additional time off. There is no guarantee of approval. Each request will be considered on a case by case basis.

ARTICLE XII

UNPAID LEAVES

- A. **FMLA LEAVE:** Pursuant to the Family and Medical Leave Act (FMLA) of 1993, an Employee who has been employed at least twelve (12) months and has worked at least twelve hundred fifty (1,250) hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one (1) or more of the following reasons;
1. Due to the birth of the Employee's child in order to care for the child.
 2. Due to the placement of a child with the Employee for adoption or foster care.
 3. Due to the need to care for the Employee's spouse, child, or parent who has a serious health condition.
 4. Due to a serious health condition that renders the Employee incapable of performing the functions of their job. A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.
- Any leave taken under this Contract for the above purposes shall be charged against the Employee's leave entitlement under the FMLA at the election of either the Board or the Employee. Other conditions of the FMLA shall apply to leaves in this Section. This shall not preclude the Employee from using any benefits provided which are greater than the FMLA. Any health condition not covered above shall be discussed between the Employer and the Employee in order to permit the Employee to be away from their job.
- B. **Maternity Leave:** Maternity/childcare leaves will be granted upon written request for a period of up to one (1) calendar year. Before the leave time expires, the Employee shall notify the Employer in writing of readiness to return. In the event the Employee fails to indicate readiness to return to work upon the expiration of said leave, she shall be terminated and forfeit any further rights she may have under this Agreement or individual employment contract. Leaves of absence shall commence at such time as the Employee is unable to continue on active duty due to her pregnancy, unless the Employee requests an earlier leave commencement time, which is approved by the Board. Sick leave may be used for physical disability prior to the unpaid maternity/childcare leave but not during the unpaid/childcare leave.
- C. **Board Approved Leave:** Upon Board approval, leave of absence without pay for sickness or injury to an Employee or immediate family (spouse or child) shall be granted for a maximum period of twelve(12) months without any loss of seniority. The Board shall be provided with a medical certificate for such leave, from the Employee's physician prior to granting said leave of absence. Upon return from leave Employee shall be granted all their rights afforded in this Contract in regard to bidding' and seniority.
- D. **Worker's Compensation Leave:** Upon return from a Worker's Compensation claim, the Employee shall retain and accrue seniority and return to their former position, if

available. If the former position is not available, the Employee shall bump the lowest senior Employee in their classification in order to be assigned a position or assignment.

- E. When an Employee has exhausted all accumulated sick leave days and sickness and accident benefits, they shall be eligible for a medical leave-of-absence without pay not to exceed twelve(12) months, provided they submit medical proof of their inability to perform normal duties. During the said twelve (12) month period, the Board may request medical recertification of inability to perform normal duties. Such leave may be renewable annually upon the request of the Employee.

*Article X11 Section C and E cannot be combined

ARTICLE XIII **MISCELLANEOUS**

- A. Termination Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employees Retirement Act, or in the event of the death of the Employee, any Employee with ten (10) calendar years of service or more may redeem up to fifty (50) calendar days of accumulated sick leave at the rate of forty dollars \$40.00 per day. In the event of death, the estate will be paid the money.
- B. Whenever an Employee is required to use their personal vehicle for school business, they shall be paid the current IRS rate for all mileage incurred. In addition, the district shall reimburse any deductible charged by the Employee's personal automobile insurance company, as long as they are not cited for a traffic violation as the result of an accident which occurs while using their vehicle for job-related activities. This is not intended to apply to travel going to or from conferences, meetings, or in-service activities.
- C. The manner in which Retirement Time is computed to determine a credit year is six (6) hours per day times one hundred seventy (170) days equals one credit year. When working less than six(6) hours, the time worked for the year is totaled and divided by one hundred seventy (170) days. This amount equals a prorated work year. The determination is completed by the office personnel of the State Retirement Board. The Board shall give a copy of the quarterly retirement report to each Employee at the time it is submitted to the retirement Board.
- D. Workshops/In-Service The Employees shall attend additional staff development workshops beyond the scheduled annual workday requirements for additional pay of their Employer's choosing. The Employer shall notify Employees ten (10) calendar days when feasible prior to the scheduling of such days.
- E. 403(b) Qualified Retirement Plan for Accumulated Sick Leave Pay/Incentive Pay/"Special Pay" (403[b] vendor on the District approved list) is as follows:
 - (a) All employees who are eligible for accumulated sick-leave pay and/or Flat Fee Incentive Pay shall participate in this program

(b) All accumulated sick-leave pay and/or Flat Fee Incentive pay payment shall be paid by the employer to an approved 403(b) account provider within thirty (30) days of separation of employment. If the employee fails to set up an approved 403(b) account within fourteen (14) days of separation of employment, this redemption shall be paid to the employee according to District payroll procedures and subject to all applicable taxes and deductions.

ARTICLE XIV **GRIEVANCE PROCEDURE**

A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this Agreement or written Board policies affecting the working conditions of the members. Should a member/Association feel that there has been a violation, they will take the following steps:

A. Process

Step 1: The member/Association, with or without a designated representative, shall discuss the grievance with the Supervisor informally within five (5) work days of the alleged violation and, if not resolved, shall file a written grievance with the Supervisor within fifteen (15) work days of the alleged violation and discuss the written grievance with the Supervisor within five (5) work days after the grievance is filed. If no satisfactory conclusion is reached within five (5) workdays following the discussion of the written grievance with the Supervisor, the member/Association shall submit the written grievance within five (5) workdays of the discussion with the Supervisor to Step 2. A grievance which is not within the scope of a Supervisor's authority may be filed initially at step 2. The written grievance, as required herein, shall contain:

- a. it shall be signed by the grievant(s) /Association.
- b. it shall be specific;
- c. it shall contain a synopsis of the facts giving rise to the alleged violation;
- d. it shall cite the section or subsections of this contract or written Board policy alleged to have been violated;
- e. it shall contain the date of the alleged violation;
- f. it shall specify the relief requested;
- g. it shall indicate approval or disapproval by the Association.

Step 2: The Superintendent or their designated agent shall arrange a meeting with the grievant and/or the designated Association representative within ten (10) workdays after receipt of the grievance to discuss the grievance. Within ten (10) workdays of the discussion, the Superintendent or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association representative, and appropriate Supervisor, and place a copy of same in a permanent file in their office. If the decision of the Superintendent is unsatisfactory to the Association, the Association may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's meeting, within ten (10) workdays of receipt of the Superintendent's decision.

Step 3: Upon proper application as specified in Step 2, the Board shall allow the Grievant and/or their Association representative an opportunity to be heard at a meeting of the Board within twenty (20) workdays of notification of appeal to this step. The Board shall render its decision, in writing, within fifteen (15) workdays of the meeting. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the appropriate Supervisor, the grievant, and the representative of the Association.

Step 4: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the submission is made in writing to the American Association of Arbitrators within ten (10) workdays after receipt of the Board's answer. If the grievance is timely submitted to arbitration, an arbitrator shall be selected in the following manner:

- a. The parties shall meet within ten (10) working days of the submission to arbitration for the purpose of selecting a mutually agreeable arbitrator. If the parties cannot agree within five (5) workdays, then:
 - b. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the arbitrator. In the event there is no clear loser, the party requesting arbitration shall pay the entire cost.
 - c. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to change, alter, modify or add to the terms and provisions of this Agreement. Both parties agree to be bound by the award of the arbitrator to the extent the award was within the scope of their authority.
- B. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.
 - C. The Grievant/Association will have the right to withdraw a grievance at any level without prejudice to the Association or other members.
 - D. A grievance may not be processed past Step 3 without the approval and endorsement of the Association. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 - E. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
 - F. The Association will have on file, in the office of the Superintendent, the names of the Association representatives in each building.

- G. Nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to issue an award resulting in financial liability to the Board for more than a total of sixty (60) calendar days prior to the filing of any grievance under any circumstances.
- H. The Board shall release with pay for the time necessary during regularly scheduled hours, all members necessary for the arbitration hearing.

ARTICLE XV

REDUCTION AND RECALL

In the event Employees are to be laid off, the following shall be applied:

- A. The Association President shall be notified of all layoff/recall action in writing.
- B. Probationary Employees will be laid off before any Employee who has accrued seniority. A probationary Employee will be recalled only after all seniority Employees have been recalled.
- C. Seniority shall become effective after completion of the probationary period and shall date from the first day of work as a regular Employee.
- D. Seniority shall prevail in the layoff and rehiring of Employees.
- E. In reducing the workforce, the last Employee hired shall be the first Employee laid off and the last Employee laid off shall be the first Employee rehired.
- F. All Employees shall receive twenty-one (21) calendar days' notice of layoff.
- G. In the event of a layoff, the Employee so laid off shall be given fourteen (14) calendar days' notice of recall to work, by registered mail to their last known address. In the event the Employee fails to make himself/herself available for work at the end of said fourteen (14) calendar days, they shall be deemed terminated.
- H. It is understood that an Employee must be able to perform the work available to qualify him/her for recall.
- I. The Employer agrees to post a list of the Employees in the bargaining unit arranged in order of their seniority.
- J. An Employee returning from leave/layoff shall have all their previous accumulated leave/seniority restored.

ARTICLE XVI
STRIKE PROHIBITION

The Association recognizes that strikes by public Employees are contrary to the law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board.

EMERGENCY FINANCIAL MANAGER

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement in their sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XVI
DURATION/SIGNATURE PAGE

IN WITNESS WHEREOF the parties have hereunto set their hand and seals.

THE FOWLerville EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA-NEA
FOOD SERVICE BARGAINING UNIT

This Agreement shall be effective upon ratification by both parties. The Agreement shall be in effect from July 1, 2025, through June 30, 2027. This Agreement shall not be extended verbally, and it is expressly understood that it shall expire on the date indicated.

FOWLerville EDUCATION ASSOCIATION

Theresa Goodwin 8-6-25
Association Representative Date

Quater Huns 8-6-25
Association Representative Date

FOWLerville BOARD OF EDUCATION

Amy R. Sava 8/7/25
School Board President Date

Sm Chin 8-7-25
School Board Secretary Date

WAGE SCHEDULE

Classification	Years of Service	2025/26	2026/27
		Rate per hour	Rate per hour
Cooks	1	15.71	16.18
	2	16.40	16.89
	3	17.62	18.15
	4	18.10	18.64
	5	18.58	19.14
Delivery Driver	1	17.99	18.53
	2	18.47	19.02
	3	18.96	19.53
	4	19.46	20.04
	5	19.84	20.44
Manager	1	18.36	18.91
	2	18.83	19.39
	3	19.36	19.94
	4	19.86	20.46
	5	20.26	20.87

LONGEVITY

Years of Service	Annual Longevity Pay
6-10 Years	\$400.00
11-15 Years	\$800.00
16-20 Years	\$950.00
21-25 Years	\$1,100.00
26+ Years	\$1,200.00

Longevity payments shall be included in the first paycheck in June.

ASFSA CERTIFIED: The district agrees to pay Employees who are SNA certified (or other programs approved by the Employer) the following increase in hourly wages upon proof of successful completion of classes. Proof of certification and annual proof of membership must be given to the Director prior to the expiration date. Pay increases for initial SNA certification will be retroactive to the date of the certification. Pay increases for SNA re-certification will take effect on the payroll cycle following the date the certificate is turned in to the Director. State and National dues are paid by the district.

Classification

Level 1	.25
Level 2	.35
Level 3	.45

APPENDIX A

Universal Free Meal Program Stipend

In the event that the State of Michigan funds and maintains a Universal Free Meals Program resulting in increased breakfast and lunch participation, the District shall provide an annual stipend to eligible food service employees in recognition of the additional workload.

1. Eligibility and Payment:

- The stipend will be paid annually on the second pay date in June, provided the Universal Free Meals Program is in effect during that school year.
 - Stipend amounts shall be as follows:
 - Cooks: \$675
 - Managers: \$900
 - Driver: \$900

2. Proration:

- The stipend may be prorated based on:
 - The number of months the universal free meals program was in effect.
 - The number of months the employee was actively employed by the District.
 - The number of months the employee was in paid status.

3. Duration:

- This provision shall remain in effect for the duration of the Agreement or until such time as the Universal Free Meals Program is discontinued by the State of Michigan.

FLAT FEE INCENTIVE PROGRAM

General Guidelines

1. This Flat Fee Incentive Program (FFIP) is limited to Fowlerville Support Personnel Association members who are employed by the Board and who meet the eligibility requirement set forth below.
2. To be eligible for the FFIP an Employee must:
 - A. Be an Employee with at least five (5) years of service in this School District.
 - B. Be actively employed by the Board in good standing and cannot be on layoff or on a leave of absence. A cook off work related to a job-related injury will be eligible for the Flat Fee Incentive if they meet the other eligibility requirements.
3. The Employee must submit their written notification of intention to resign at the end of the current year, and a fully executed Waiver and Release of Claim, a copy of which is available at the Superintendent's office by 4:00 p.m., sixty (60) days prior to the effective date of the resignation.
4. The School Board shall not take action to accept the resignation until the next regular School Board meeting. Employees who apply for the FFIP may withdraw their resignation by providing a written notice to the Superintendent's office, at any time prior to formal Board approval. If the Employee does not withdraw their resignation by the date of Board action such resignation shall become irrevocable.
5. In consideration for resignation by the Employee, the Board shall provide the following:

The total due will be paid by June 30th of the year the Employee resigns. The payment is in addition to any other benefits provided under this Agreement.
6. It is expressly understood that the payments are subject to applicable state and federal withholding taxes. Therefore, it is strongly recommended that the Employee consult with an attorney or other tax advisor to determine the tax consequences. It is further understood that the Board and the Association make no representations as to the tax consequences or liabilities that may occur as a result of an Employee selecting the flat fee incentive program.

FLAT FEE INCENTIVE SCHEDULE

Food Service

Only those food service Employees who are eligible for the flat fee incentive with five years or more of service to the district as of June 30, 2002 will continue to be eligible as defined in Appendix A of this Agreement.

Food Service Employees will receive credit for each year of service according to the following schedule:

\$272.00 for every year employed with the food service department in Fowlerville.

\$181.00 for every year employed with a food service department in another school district.

Total Incentive payment shall not exceed \$3,600.00.

Eligible Employees:
Goodwin, Theresa
Chamberlain, Annette
O'Dell, Linda