

EMPLOYMENT CONTRACT

BETWEEN

THE FOWLerville COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND

Fowlerville Educational Support Personnel Association,
MEA-NEA
[Food Service Bargaining Unit]

2020-2021

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EMPLOYMENT CONTRACT

This Contract entered into this 1st day of July 2018, 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, 2022.
- 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 work force, and to expand or reduce the work force;
 - 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. Determine the services, supplies and equipment for its operations and to 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.
 9. 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.
 10. 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 personally deliver to the business off 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.

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 his/her 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 work days 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) work days to challenge his/her 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 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 his/her 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 his/her written proxy bid which shall include his/her first three (3) choices. If none of his/her proxy choices are available, or if no proxy has been received, then the Employee shall be assigned a position as close as possible to his/her 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 his/her 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 work days' 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 his/her three choices are available, the Employee will stay at his/her 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) work days 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) work day trial period for the newly appointed Employee which may be ended by the Employee or Employer prior to the conclusion of the thirty (30) work day trial period. If either the employer or employee decides to end the trial period before completion, the employee shall return to his/her former position. (If the position is filled with an applicant from outside the bargaining unit, the Employee will serve a sixty (60) work day 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) work days from the bid meeting. If no suitable candidates are available, the Food Service Director shall meet with the Association to determine the timelines.

ARTICLE VII
SUBSTITUTING & 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 his/her 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. 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 his/her 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 more than an hour will be posted. Those Employees interested in working 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 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 work days are not included in the 24 hours. Employees working catering shifts will be paid a \$1.00 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 work days unless mutually agreed to by the bargaining unit and Administration. After the twenty (20) consecutive work day 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. Benefits for Employees temporarily working more hours will continue to be based on their bid positions.

- 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 his/her 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 whole student days and they will be paid for seven (7) holidays, but 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.
- D. Working Hours and Conditions:

uniforms or agree to have the cost of their uniforms deducted from their final pay.

- H. The Employer shall provide ten (10) calendar days' notice when feasible for mandatory in-service or attendance at District scheduled meetings.
- 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 his/her 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 | 5. New Year's Day |
| 2. Wednesday before Thanksgiving | 6. Good Friday |
| 3. Thanksgiving Day | 7. Memorial Day |
| 4. Christmas Day | |

ARTICLE X
EMPLOYEE INSURANCE
FRINGE BENEFITS

FOOD SERVICE:

* Employees hired before May 1, 2006 working 7 hours per day (those listed on Appendix B)	District-paid (up to hard cap for health) Health, Dental and Vision, Life and Long Term Disability
Employees hired before May 1, 2006 and through June 30, 2012 who start working 7 hours per day	District-paid up to hard cap single-subscriber or district-paid up to 50% of hard cap for Two-person/Full Family Health and district-paid Dental and Vision, Life and Long Term Disability
Employees hired before July 1, 2012 working more than 4 hours per day but less than 7 hours per way	50% District-paid Health, Dental and Vision and district-paid Life and Long Term Disability
Employees hired after July 1, 2012	District-paid Life

- * These employees are entitled to Cash-in-Lieu at \$250 per month if health insurance is waived.

The District will abide by all PPACA requirements. Employees will be offered coverage that meets the minimal essential coverage. The employee is responsible for 100% of the total cost of the PPACC coverage.

The District and the Association acknowledge that employee benefits or products will be made available to eligible Association bargaining unit members through the District's participation in the Health Plan Purchasing Consortium. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective January 1, 2018 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Association bargaining unit members on that date. Further, the District and the Association acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same carrier selected to provide benefit plans or products through the Consortium. The District and the Association agree that Association bargaining unit members who are otherwise eligible to enroll in these alternatives, which are recognized by parties to be instrumental in both stabilizing insurance costs and in structuring insurance products to meet the needs of those enrolled.

The Parties further voluntarily waive and relinquish their respective rights under the Public Employment Relations Act (PERA) for the period beginning January 1, 2018 and concluding on December 31, 2020 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified Insurance products and employee benefits plans through the Consortium. This waiver is limited to the bargaining of health care coverage. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverages of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement.

Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act.

The Employer shall provide the following cost of fringe benefits for twelve (12) months for the bargaining unit member and his/her dependents. Food Service employees who are eligible for the benefits outlined in the Consortium plan for the Food Service group.

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 his/her 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 work days 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 one hundred (150) 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 reason of medical, optical or dental injury or for purposes of treatment and/or examination.
 - b. Q u a r a n t i n e of 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. Employees with perfect attendance during a semester will earn an incentive of \$100 (total of 2 semesters per year). An additional \$100 will be earned if this attendance pattern is achieved both semesters (for a potential of \$300 per year). Personal business, school business, jury duty, Association days, and bereavement days will be excluded. Sick or personal leave used for Act of God days will not be counted against earning the attendance incentive. These incentives will be paid out in the last pay in February (for 1st semester) and in the last pay in June (for 2nd semester and full year incentive, if applicable). Employees that qualify for the incentive must submit a request for payment to Human Resources at Central Office within 15 calendar days after the conclusion of the first semester (payout for first semester incentive) and within five (5) days of the last day of school in June (payout for second semester and full year if applicable).
8. 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 \$30 per day. The days sold back will be subtracted from the employee's total days. The employee will complete necessary paperwork and submit it to the Human Resource Director in 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.

1. 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 work day.

C. PAID MEDICAL LEAVE ACT:

The Paid Medical Leave Act (PMLA) requires that the District provide paid leave time to hourly staff members for specific circumstances:

1. The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
2. The eligible employee's family member's mental or physical illness, injury, or health condition, medical

diagnosis, care or treatment of the eligible employee's family member's mental or physical illness, injury or health condition; or preventative medical care for the eligible employee's family member.

3. If the eligible employee, or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
4. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency, for an eligible employee's need to care for a child whose school or place of care has been closed in certain circumstance; or in certain circumstances if the eligible employee or family member has been exposed to a communicable disease.
5. Employees are granted sufficient paid leave under this bargaining agreement to satisfy the Paid Medical Leave Act requirement.

Bereavement Leaves: Up to five (5) days of absence with pay will be granted to Employees for the death of an Employee's spouse, siblings, parents, guardians, child or ward. Two (2) days per year may be used for the death of an Employee's grandparents, grandchild, mother or father-in-law, brother or sister-in-law, niece, nephew, or significant other. Significant other is a person with whom a meaningful, long-term relationship has taken place (not to be confused with a good friend). 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 is needed for an 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.

- D. Association Days: The District would grant a total of three (3) Association days to use each school year for Association business.
- E. Act of God Days: Whenever an Act of God day or days are declared by the Employer, the Employee shall notified by his/her 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 work day.

- F. 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.

- G. It is Administrations expectation that staff work all required days they are scheduled to work. In an emergency situation, staff may make a written request to the Superintendent to take additional time off.

ARTICLE XII UNPAID LEAVES

- A. MATERNITY, CHILD CARE, GENERAL 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 her/his 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 his/her job.

- B. Maternity Leave: Maternity/child care 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/child care leave but not during the unpaid/child care leave.
- C. Board 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 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 his/her rights afforded in this Contract in regards 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 his/her former position, if available. If the former position is not available, the Employee shall bump the lowest seniored Employee in his/her 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, he/she shall be eligible for a medical leave-of-absence without pay of not to exceed twelve (12) months, provided he/she submits medical proof of 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 XIII MISCELLANEOUS

- A. Termination: Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employee's 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 thirty dollars \$30.00 per day. In the event of death, the estate will be paid the money.
- B. Whenever an Employee is required to use his/her personal vehicle for school business, he/she 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 he/she is not cited for a traffic violation as the result of an accident which occurs while using her/his 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 work day 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 day.
- E. 403(b) Qualified Retirement Plan for Accumulated Sick Leave /Incentive Pay/"Special Pay" (403 B Vendor on the District Approved List)
 - a. All employees who are eligible for accumulated sick-leave pay and/or Flat Fee Incentive Pay shall participate in this program.
 - i. All accumulated sick-leave pay, and/or Flat Fee Incentive pay shall be paid by the employer to an approved 403(b) account provider by June 30th.
 - b. Employees who are 55 years or older by December 31st of the year in which they resign, shall have all amounts from above places in the 403(b) account by the timelines listed above and shall incur no penalty for immediate withdrawal.

- c. Employees who are less than 55 years old by December 31st of the year in which they resign and take distribution shall be subject to a 10% penalty for any withdrawal prior to age 59.5. To offset this penalty, any employee who is less than 55 years old before December 31st of the year in which they resign, shall receive an additional 2.35% of his/her total deposit added to the 403(b) account.

ARTICLE XIV GRIEVANCE PROCEDURE

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

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) work days following the discussion of the written grievance with the Supervisor, the member/Association shall submit the written grievance within five (5) work days 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 his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative within ten (10) work days after receipt of the grievance to discuss the grievance. Within ten (10) work days of the discussion, the Superintendent or his/her designated agent shall render his/her 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 his/her 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) work days 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 his/her Association representative an opportunity to be heard at a meeting of the Board within twenty (20) work days of notification of appeal to this step. The Board shall render its decision, in writing, within fifteen (15) work days 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) work days 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) work days, 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 his/her 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. E. 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 representative 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.
- H. 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.
- I. 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 lay off and rehiring of Employees.
- E. In reducing the work force, 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 lay off.
- 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 his/her 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, he/she 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 of his/her 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 his/her 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 FOOD SERVICE BARGAINING
UNIT- MEA/NEA

This Agreement shall be effective upon ratification by both parties. This Agreement shall be in effect from July 1, 2020 through June 30, 2021. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Theresa Goodwin
Association Representative

10-27-20
Date

Danette L. Yere
Association Representative

10-27-2020
Date

BOARD OF EDUCATION FOWLerville COMMUNITY SCHOOLS

Michael D. Brown
School Board President

Nov 7 2020
Date

Andrea M. Burkhardt
School Board Secretary

Dec. 18, 2020
Date

WAGE SCHEDULE

2018-2019 wages reflect a \$.20 increase in the rate of pay for each classification and step. The 2019-2020 wages reflect a \$.20 increase in the rate of pay for each classification and step from the 2018-2019 hourly rate.

<u>Classification</u>	<u>Years of Service</u>	<u>Rate of Pay/Hour</u> 2018-2019	<u>Rate of Pay/Hour</u> 2019-2020
Cooks	1	\$11.03	\$11.40
	2	\$11.60	\$11.98
	3	\$13.63	\$14.04
	4	\$14.06	\$14.47
	5	\$14.50	\$14.92
Delivery Driver	1	\$13.97	\$14.38
	2	\$14.40	\$14.82
	3	\$14.83	\$15.26
	4	\$15.29	\$15.72
Manager	1	\$14.30	\$14.72
	2	\$14.73	\$15.15
	3	\$15.20	\$15.63
	4	\$15.65	\$16.09

ASESA 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.

<u>Classification</u>	
Level 1	.25
Level 2	.35
Level 3	.45

APPENDIX A

LONGEVITY

Food Service

<u>Years of Service</u>	<u>Annual Longevity Pay</u>
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 or second paycheck in June.

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 he/she meets the other eligibility requirements.
3. The Employee must submit his/her 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 his/her 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.

APPENDIX B

April 21, 2006

Food Service grandfathered Managers/or Drivers who qualify for full insurance including family.

Chamberlain, Annette

APPENDIX C

ONE YEAR CONTRACT EXTENSION:

It is hereby understood and agreed by and between Fowlerville Community Schools (hereinafter referred to as the “Employer”) and the Fowlerville Educational Support Personnel Association, MEA/NEA (Food Service Bargaining Unit) (hereinafter referred to as the “Union”) that the parties collective bargaining agreement known as “EMPLOYER CONTRACT BETWEEN THE BOARD OF EDUCATION OF THE FOWLERVILLE COMMUNITY SCHOOLS AND THE FOWLERVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA-NEA 2018-2020 [Food Service Bargaining Unit] shall be amended as follows:

1. It is hereby agreed between the Employer and the Union to extend in full force and effect all terms and conditions of the Agreement, which expired on June 30, 2020, for a period of one year unless as amended in the Extension Agreement. The wages scale for 2019/2020 will become the wage scale for 2020/2021. Advancement on schedules for steps, longevity, and vacation schedules will continue.
2. Further, it is agreed that the employer shall maintain its participation in all current health, retirement, and other benefit plans.
3. Further, it is agreed that members of the bargaining group shall receive any stipends funded by the state or federal government and earmarked for school employees that they qualify for (less applicable withholding as required by law, within 30 days of the official award of such funds.
4. Finally, it is agreed that all provisions of the current Agreement as well as any Memorandum of Understanding covered by this Extension Agreement are hereby extended unchanged for its term except to the extent they have been amended or modified by this Extension Agreement.