

AGREEMENT

BETWEEN THE

FENNVILLE PUBLIC SCHOOLS
BOARD OF EDUCATION

AND THE

MAINTENANCE & MECHANICS
TEAMSTERS LOCAL 214

July 1, 2024 to June 30, 2027

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**FENNVILLE PUBLIC SCHOOL
MASTER AGREEMENT
MAINTENANCE & MECHANICS
JULY 1, 2024 – JUNE 30, 2027**

PREAMBLE

This Agreement between the Fennville Public School District of Allegan County, Michigan, herein after referred to as the “Employer” and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America/Teamsters Union Local 214, Detroit, Michigan, herein after referred to as the “Union”.

**ARTICLE 1
PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, hours, working conditions and other conditions of employment. Both parties agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

**ARTICLE 2
RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all, maintenance employees, mechanic employees, and groundskeepers excluding but not limited to all bus drivers, supervisory personnel, all substitute maintenance personnel, all special state and federal program employees, kitchen help, employees of a third- party contractor and all other employees of the Employer.

- Full-time: Persons scheduled to work on a permanent basis.
- Substitute: A ‘person’ who takes the place of a permanent employee on a non-permanent day-to-day basis, until the regularly assigned employee returns or is replaced.

**ARTICLE 3
MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and-the administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies.
- (2) To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to discharge, discipline or demote for just cause, and to promote, transfer, and retire all such employees.

- (3) To establish policies, hours of work and other duties, responsibilities and assignments of employees, terms and conditions of employment not in conflict with this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 4 **UNION MEMBERSHIP**

Section 1. Membership in the Union is not compulsory. Employees who are included in the bargaining unit have the right to “join, not join, maintain, or drop their membership in the Union as they see fit.” Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section 2. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

Section 3. Employees classified under the description of Assistant will follow the Bus Drivers’ Agreement for transportation duties and wages.

ARTICLE 5 **PROBATION**

Section 1. New employees who are evaluated as satisfactory will acquire seniority after ninety (90) working days. In the event that two or more employees have the same date of hire, then seniority shall be determined among such employees by the date of application having the greatest seniority.

Section 2. An additional thirty (30) working day probationary period shall be granted at the request of the Employer. Such request shall be in writing to the Steward prior to expiration of the original probationary period.

ARTICLE 6 **EXTRA CONTRACT AGREEMENTS**

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement; or any agreement or contract with the said employees, individually or collectively, which in anyway conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining, specific to the responsibilities of the positions identified in the contract. Any such agreement shall be null and void.

Section 2. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, except in emergencies, to perform work which is recognized as the work of the employees in

said units.

ARTICLE 7 WAGES

Attached hereto and marked "Appendix A" are schedules showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said schedules and the contents thereof shall constitute a part of this Agreement.

Wage increases shall occur on July 1 of each year. In consultation with the Union Steward, the District may grant credit for relevant prior work experience to new hires provided it is within the Min-Max range. It is the intent of this section that union leadership will be involved in any instance when any employee may be granted additional wage increments. Union Leadership should initial the personnel change or recommendation to hire form. Such credit applies to wages only and does not affect years of service, seniority, or any other provisions related to length of service.

ARTICLE 8 SENIORITY, LAYOFF, & RECALL

Section 1.

If the Employer determines a reduction in maintenance or mechanics is necessary, layoff shall be determined by the district, while working with union leadership, based on seniority and other factors, such as, classification, work record, job performance and qualifications to do the job. Work record issues, such as discipline or attendance, should not be used if more than two years old. Bargaining unit members shall have the right to bump other bargaining unit members providing the unit member has the seniority and is qualified for the job, therefore, seniority and qualification should also have higher priority if layoffs are deemed necessary. Newly hired bargaining unit members on probation will first be laid off. Unit members in training and substitutes are not considered part of the classification for which they are being trained.

Recall shall be in reverse order of layoff by classification or outside classification provided the unit member has worked at least six (6) months in a classification, in other words, the last person laid off shall be the first person recalled if qualified. Notice of recall shall be sent to the address of record as provided by the unit member. The unit member is responsible for providing the Employer with their current address. The Employer shall give ten (10) workdays notice of both layoff and recall.

Section 2. It shall be the responsibility of each employee to notify the Employer of any change of address.

Section 3. The Employer shall post a list by classification of the employees, arranged in order of their seniority. This list shall be updated as of July 1st each year.

Section 4. Seniority shall be broken only by discharge or voluntary resignation or layoff for a period of time equal to length of employment.

Section 5. An Assistant shall not have the ability to bump a full-time maintenance employee from his or her position in the event of a lay-off.

ARTICLE 9 **EMPLOYEE CONDUCT, DISCIPLINE AND DISCHARGE**

The safe, orderly and efficient operation of the school district requires that employees maintain discipline and proper personal standards of conduct at all times. The Employer shall have just cause for disciplining, up to an including discharge of any employee of this bargaining unit. The intent and purpose of this Article is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct, while on the job, except that nothing in this Article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such action is taken.

In any case, where employee disciplinary action is necessary, the following order of procedure shall be followed, however, nothing shall preclude the employer from deviating from the procedural steps listed below, depending on the severity of the offense.

PROCEDURAL STEPS

1. Oral Reprimand
2. Written Warning
3. Suspension Without Pay
4. Removal or Discharge

This provision is not intended to prohibit the employer from disciplining an employee at an advanced step, if the infraction is of as serious enough nature to warrant such discipline.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 1. It is mutually agreed that all grievances shall be settled in accordance with the procedure herein provided. A grievance shall be defined as a charge of a violation, misinterpretation, or misapplication of the expressed terms of this Agreement.

Section 2. For purposes of this Article, day shall mean calendar days, exclusive of Saturday, Sunday and legal holidays.

Section 3. Grievance Procedures

Step 1. The employee and the Supervisor should attempt to settle issues as they arise on an informal basis, with support from the union steward and/or another administrator as needed. If not resolved:

Step 2. The employee must reduce the grievance to writing on a standard grievance form within five (5) days of the alleged grievance and deliver same to his or her Supervisor. The written grievance shall contain the following items:

- A. Name of Grievant
- B. Date Grievance Occurred
- C. The Specific Sections(s) Violated

- D. Facts of the Grievance.
- E. Relief Requested
- F. Signature of Grievant and Appropriate Steward

Within five (5) days of the receipt of the written grievance, the Supervisor shall have a conference with the aggrieved and Steward. It is the Supervisor's responsibility to attempt to set a mutually satisfactory time and place for said meeting. Within five (5) days after this meeting, the Supervisor shall state their decision in writing and furnish a copy thereof to the employee and Steward.

Step 3. Within five (5) days after receiving the decision in Step 2, the aggrieved and Steward may appeal in writing to the Superintendent of Schools.

(a) Within five (5) days of the receipt of the written grievance, the Superintendent or his designee shall have a conference with the Aggrieved and the Steward. It is the Superintendent's responsibility to attempt to set a mutually satisfactory time and place for said meeting.

(b) The Superintendent shall state his decision in writing within five (5) days and furnish a copy to the Grievant and Steward.

Note: The Superintendent may request that the Board of Education be his designee in Step 3.

Step 4. If the Union is not satisfied with the disposition of the grievance by the superintendent for the Board of Education or if no decision is rendered within the time provided in Step 3, the Union may, within ten (10) days submit the matter to mediation.

Step 5. If satisfactory agreement is not reached through mediation, the Union may within thirty (30) days, of closure of the mediation process, submit the issue to arbitration.

Prior to submitting the matter to arbitration, the Union shall so inform the Superintendent of Schools in writing of the Union's intention.

The Board's representative and the Union shall mutually select the arbitrator within ten (10) days of the arbitration request. If the parties cannot agree to the arbitrator, he shall be selected by the Michigan Employment Relations Commission (MERC) in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearing are these which were used in the previous steps of this grievance procedure and written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration.

The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator.

The arbitrator shall have no authority except to pass on. alleged violations of this Agreement. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor to interfere with the exercise of the Board's Rights and Responsibilities, except as these are expressly limited by this Agreement. Each party shall pay their own witness fees.

The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 4.

(A) All grievances, disputes or other matter that maybe processed under any State or

Federal regulation or statute shall not be subject matter of the grievance procedure herein established. Any determination or action taken under any such State or Federal regulation or law shall be binding to the extent required by such regulation or law.

- (B) On agreement between the Board of Education and the Union hearing upon a grievance may be commenced at any step, and any time limit with the grievance procedure may be extended by mutual agreement.
- (C) An employee or the Board has the right to be represented at any step in the grievance procedure by an attorney or representative of their choice.
- (D) If a grievance is not timely filed or appealed, it shall be deemed settled by the Employer's last response; and if a grievance or appeal is not timely answered, it may (in the union's discretion) be appealed to the next step.
- (E) It is the intention of both parties hereto that the procedures set forth herein shall serve as a peaceful means for settlement of any dispute, which may arise between them. Therefore, the Union and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, stoppage of work, slow-down or sit-down, and the Employer agrees that it will not institute any lock-out during the duration of this Agreement. It is specifically understood and agreed that the Employer for the duration of a strike, work stoppage, slow-down or sit-down shall have the sole and complete right of discipline including discharge. Any violations of Section 4 (E) are not subject to the provisions of Article 13.

ARTICLE 11 **STEWARDS**

The Employer recognizes the right of the Union membership to select Stewards and alternates from the Employee's seniority list. The authority of the Steward and alternate so selected by the Union shall be limited to, and shall not exceed, the following duties and activities:

Section 1. The investigation and presentation of grievances with the Employer or the designated school representative in accordance with the provisions of this Agreement during working hours without loss of pay so long as prior approval is granted by their immediate Supervisor.

Section 2. The collection of dues when so authorized by the Union. It is understood by the parties that this activity will not occur during the steward's work time, nor during the work schedule of other employees. The Employer agrees to deduct from the pay of any employee who chooses to become a member of the union, as permitted by law, all dues, initiation fees, and any assessment fees of Local 214. The Union will present the Employer authorizations signed by such employees, allowing such deductions and payments to the Local Union and certified by the Secretary-Treasurer of the Union. Such payments shall commence within a reasonable time, such as 30 days, when a new employee authorizes such deductions.

Section 3. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information:

- A) Have been reduced to writing; or

- B) are of a routine nature and do not involve work stoppage, slowdown, or other interference with the Employer's business.

The Steward and alternate have no authority to take strike action, or any other action, which interrupts the Employer's business. The Employer recognizes these limitations upon the authority of the Steward and his or her alternate and shall not hold the Union liable for such acts. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken any of the above actions. (i.e., strikes, slow-down, work stoppage, etc.)

Section 4. It is recognized that the Union may use school buildings for meetings, providing the proper procedures are followed in the scheduling of these buildings.

- (A) During the normal school day, only the Superintendent or designee may grant permission.
- (B) Other than normal school day, only the Superintendent or designee may grant permission.

The Union shall be responsible for maintenance and supervision at said meetings.

ARTICLE 12

LEAVES OF ABSENCE

Section 1. Any full-time employee desiring a leave of absence from his employment shall secure written permission from the Employer. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. Any such request will be in writing and submitted at least five (5) days prior to the date of anticipated absence. The Supervisor may waive the five (5) day requirement in cases of emergency.

Full-time employees may be allowed up to six (6) months running concurrently through the Family Medical Leave Act (FMLA), determination will be made according to the nature of the request and the need.

Section 2. The Employer agrees to grant time off limited to three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to an employee to attend a labor convention or serve in any capacity on other official Union business, provided that one-week written notice is given to the Employer by the Union, specifying length of time off for Union activities. The Union guarantees that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition, which would necessitate overtime pay for an employee filling the position created by such time off.

Section 3. Employees eligible for leave time under the provisions of the Family and Medical Leave Act ("FMLA") and its implementing regulations shall be granted such leave, to the extent required by the FMLA, for the purpose(s) and subject to the terms and conditions of the FMLA and its regulations. Any leave which is otherwise available under the provisions of this Agreement (e.g. paid sick leave, etc.) for the same purpose(s) for which leave is required to be provided under the FMLA shall be used concurrently with the FMLA leave and shall be credited toward fulfilling the employee's leave entitlement under the FMLA. For example, if the employee qualifies for both paid sick leave and FMLA leave, the paid sick leave shall be used as part of the FMLA leave. If the employee qualifies for FMLA leave, but not paid sick leave, then and in such event the FMLA leave shall be unpaid. FMLA leave time eligibility shall be applied on a "rolling" 12-month basis (i.e. up to 12 weeks in any 12-month period, etc.).

ARTICLE 13
EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. In establishing operational procedures, the employer shall consider personal safety.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the Director of Operations and/or safety officer.

Section 3. An employee, who is injured while performing his job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority, will be paid for the whole day.

Section 4. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 5. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 6. It is the duty of the employee, and he or she shall immediately, or at the end of his or her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the garage, Supervisor and/or Safety Officer.

ARTICLE 14
SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, set forth above, the parties shall enter into negotiations for purpose of arriving at a mutually satisfactory replacement for provision held invalid.

ARTICLE 15
SAFETY COMMITTEE

Section 1. A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

Section 2. The Safety Committee shall be composed of the Building and Grounds Supervisor and two (2) employees (appointed by the Union) and shall meet in September and January or when necessary. The Building and Grounds Supervisor shall prepare the agenda with input from members of the Union. The agenda shall be in the hands of the members of the committee at least seventy-two (72) hours prior to the scheduled meeting. The meeting time and date shall be posted and notes taken. A copy of the notes and agenda will be forwarded to the Superintendent.

ARTICLE 16
WORKER'S COMPENSATION

The Employer shall provide Worker's Compensation protection for all employees.

The Employer shall maintain employee's insurance benefits while an employee is receiving Worker's Compensation from the school, up to a maximum of one (1) Year.

If requested by a regular employee who suffers injury, after the first (1st) week compensable under the Worker's Compensation Act, the employee may be paid the difference between his/her regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave.

ARTICLE 17
CONTINUING CONTRACT REVIEW

Section 1. The Board and the Organization mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.

Section 2. Should a discussion of the parties result in a mutually acceptable amendment to the Agreement, then the proposed amendment shall be subject to ratification by the Board and the Union.

ARTICLE 18
INSURANCE

Full-time maintenance employees and mechanic(s) will receive medical and long-term disability (LTD) insurance benefits that are comparable to or exceed the benefits provided to the administrative staff. Medical insurance shall include health, vision, and dental. Health insurance co-pay will be set in accordance with the provisions of Public Act 152 (2011). Vision and dental insurance co-pay will match that of administrative employees.

Assistants will receive single-subscriber medical and long-term disability (LTD) insurance benefits that are comparable to or exceed the benefits provided to the administrative staff. Medical insurance shall include health, vision, and dental. Health insurance co-pay will be set in accordance with the provisions of Public Act 152 (2011). Vision and dental insurance co-pay will match that of administrative employees.

ARTICLE 19 **GENERAL PROVISIONS**

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, so long as this conference doesn't interfere with the duties of the employee.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or pay other records of the employee pertaining to a specific grievance, at reasonable times with employee consent. Requests for this information shall be in writing to the Superintendent's Office.

Section 3. The Employer shall provide for biweekly pay periods. Each employee shall have electronic access to an itemized statement of his earnings and of all deductions made for any purpose.

Section 4. Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

Section 5. The school will provide legal counsel to represent any employee as required or needed as a result of the acts occurring when and while said employee is in the performance of his normal duties and responsibilities provided that it has been determined that the employee has acted within the scope of school and administrative policy.

Section 6. The Employer shall provide an area in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer.

Section 7. When an employee is required by the Employer to furnish his own transportation to and from a job location, he shall receive a mileage allowance, the rate of which is determined by Board Policy, or will be furnished transportation by the school district. From home to the job is not considered a part of this section.

Section 8. For any or in-service training assigned by the administration occurring on a leave day or off duty time, the employee will be paid 1 ½ time, providing the employee has worked 40 hours that week.

Section 9. Vacancies will be filled according to seniority within the job classification, if all other matters such as ability qualifications are, in the opinion of the Employer, equal.

Section 10. The Employer reserves the right to hire supervisory and salaried employees at its own discretion and will consider existing employees who apply.

Section 11. An employee, when assigned to work in a higher classification, shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned work in a lower classification during the workday, he shall not suffer a reduction in pay.

Section 12.

The Employer agrees to furnish all necessary equipment needed to perform assigned duties. Further, the Employer agrees to keep said equipment in safe, operating condition.

The Mechanic shall be required to supply the tools normally used to perform regular, routine vehicle maintenance. The Employer shall inspect the Mechanic's tool crib upon hire to assure that all tools are in proper, working order, and shall replace tools that are damaged or broken due to daily, ongoing usage. The Employee shall be responsible to properly store and secure personal tools and the Employer shall provide proper security and surveillance to prevent theft.

Prior to the start of each school year, the Supervisor shall meet with Maintenance employees and the Mechanic to inventory tools owned by both parties to determine accountability and to evaluate working condition.

It is understood that Maintenance employees may, from time to time, or under certain circumstances, utilize personal tools to perform duties for the Employer. These tools shall be approved for use by the Employer. The Employee shall be responsible to properly store and secure personal tools and the Employer shall provide proper security and surveillance to prevent theft.

Tools owned and supplied by a maintenance employee or mechanic may not be used by other personnel without the express permission of the owner.

Section 13. On days when students are not in attendance due to inclement weather or other unplanned closure, maintenance staff shall be required to report for work. If the Superintendent or designee does not require maintenance staff to report to work for regularly scheduled full day, regular pay will be received. Staff unable to report when attendance is required, may be granted the option of the use of a vacation day or floating holiday or unpaid day.

Section 14. Up to a \$500 credit per year for work wear, including boots, will be paid to full-time maintenance and mechanic employees upon presentation of receipts to the business office. A \$250 credit per year for work wear will be paid to Assistants upon presentation of receipts to the business office.

~~**Section 15.** A \$200 per year credit for the purchase of boots will be paid to mechanics upon presentation of receipts to the business office.~~

Section 15. When an employee is required to work outside in winter or rainy weather, appropriate outdoor weather gear owned by the district will be provided.

Section 16. Full time maintenance employees will receive a vehicle allowance of \$10.00 per pay period for personal vehicle use for work purposes.

ARTICLE 20
HOLIDAYS

The following days shall be recognized as paid Holidays for all members of the bargaining unit, provided they have worked the scheduled workdays preceding and following the Holiday, or the employee is on paid leave status.

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

*As per the teacher calendar

The Friday before Labor Day will be a holiday if all buildings are clean and ready for classes the following week. Should employees be required to work, they will be compensated at time and one-half.

Employees shall receive credit for two (2) Floating Holidays (a.k.a Personal Days) the first day of the school fiscal year. Employees starting in the second six (6) months (January 1 - June 30) shall receive a pro-ration of one (1) Floating Holiday. Floating Holiday shall not be cumulative.

Except in an emergency, notification for such absence shall be made in writing to the Supervisor, on a form mutually agreed by the parties, at least 24 (twenty-four) hours in advance.

ARTICLE 21
SICK LEAVE

Section 1. All full-time employees shall be credited one sick leave day per month, not to exceed twelve (12) sick days per year, provided ten (10) workdays are scheduled in that month for the month to count for sick credit purposes.

Section 2. Any unused portion of sick leave shall accumulate to a maximum of one hundred and eighty (180) days for all members of the bargaining unit. Provided that an employee retains at least 90 sick days, the employee may "sell back" up to 15 sick days at a rate of \$20 per day, at the request of the employee in June of each year and prior to 10 business days before the final payment in June. Sick leave shall, be available for use by employees in the bargaining unit for the following purposes:

- A) Personal illness (2 hour minimum or alignment with district policies and practices).
- B) Absence from work due to exposure to a contagious disease.
- C) Medical treatment or dental extraction (in not less than one-half day increments).
- D) Up to three (3) days may be used for illness or injury to a member of the household.

Section 3. Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a sick leave period shall not be counted as sick days.

Section 4. The Board of Education may require, at its discretion, physician's proof of illness for personal sick leave taken under this Article. Any employee returning to work following a leave of absence granted for medical reasons must have a release from his/her doctor before returning to work.

Section 5. For the loss of time due to an accident or injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week, five (5) days, after the accident without drawing on their sick leave credits, for any one (1) injury unless validated by the school physician but shall not be allowed on reoccurrence of previous injury. The School District will pay the physician's charge.

Section 6.

(A) A regular employee who suffers injury, after the first (1st) week compensable under the Worker's Compensation Act, may be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave.

(B) When sick leave credits are exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report indicating that he is physically able to do work available before his return to and will submit a report from a doctor following a prolonged illness or injury in active work.

Section 7. When an employee is absent due to an illness or injury for a continuous time period the employer will pay the premium for those Hospitalization Insurance Benefits provided in the Master Agreement for a maximum of sixty (60) days. A statement from the employees' physician must be submitted to the employer upon request verifying the employee's illness or disability.

Section 8. At the request of the School, a member of the bargaining unit who is under medical treatment which rendered him unable to work, shall furnish medical information or authorize the doctor to advise the School as is deemed necessary by the School. Failure to honor this request shall be considered just cause for dismissal of the employee.

Section 9. An employee who for any reason is unable to report to work shall notify his/her supervisor of such a condition not later than two (2) hours before the start of his/her regularly scheduled duties, except at the discretion of the supervisor in cases of emergency.

Section 10. An employee who has been previously absent due to sickness, will not be authorized to return to work unless proper advanced notification is given. Such notification of the employee's intention to return to work must be to the Supervisor before the end of the employee's regular shift of the day before return is anticipated unless prior arrangements are made with the Supervisor.

Section 11. An employee, who exhausts all sick leave and calls in sick, must exhaust all personal and vacation leave days before the employee shall be allowed to take sick days without pay. For each day taken, after sick leave is exhausted, the employer may request a doctor's excuse by no later than the first day back at work.

Section 12. An employee absent from work because he or she must quarantine due to mumps, scarlet fever, measles, chicken pox, or any other communicable disease for which the Centers for Disease Control has declared a pandemic shall suffer no reduction of compensation and shall not be charged with loss of personal sick leave for a period not to exceed ten (10) workdays. Thereafter, the employee shall commence his/her accumulated sick leave.

ARTICLE 22
LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union Member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.M. 1965, nor shall the Employer provoke a strike action by the Union or its members.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 12 of this Agreement, may be summarily discharged by the Employer or the Union.

ARTICLE 23
FUNERAL LEAVE

In the event of death in the immediate family an employee will be paid a maximum of eight hours time at his regular hourly rate for up to three (3) days for time lost from work in order to make arrangements or to attend the funeral. There shall be no funeral pay for Saturday, Sundays, Holidays, or vacations should a funeral occur during any of these days.

The employee's immediate family shall be:

Spouse	Mother-in-law
Daughter	Father-in-law
Son	Brother-in-law
Father	Sister-in-law
Mother	Stepfather
Sister	Stepmother
Brother	Stepbrother
Grandparents	Stepsister
Grandchildren	Stepchildren
Daughter-in-law	Step Grandparents
Son-in-law	Spouse's Grandparents
Person making his or her permanent residence in the employee's home	

Such unused days in any year shall not be cumulative. Employees shall furnish the School, upon request, with the proper proof of such relationship and the taking of such time and pay under false representation shall be considered cause for dismissal.

ARTICLE 24
VACATIONS

Section 1. Vacation schedule for full-time maintenance employees is as follows:

First five years of service	10 days
After 5 years of service	15 days
After 12 years of service	16 days
After 13 years of service	17 days
After 14 years of service	18 days
After 15 years of service	19 days
After 16 years of service	20 days
After 20 years of service	22 days
After 25 years of service	25 days

Vacation days earned during the first year of employment will be prorated based on the length of time between the hire date and the succeeding June 30. For purposes of this section, those employees initially hired prior to January 1 will be granted one full year of service credit at the conclusion of the initial contract year. Those employees hired on or after January 1 will not receive credit for a year of service until the conclusion of the following contract year.

Section 2. Vacation days can only be accumulated in the amount not to exceed twenty (20) days at the end of each contract year. Employees shall be permitted a minimum of one (1) vacation day at a time. Any accumulated, unused vacation time in excess of 20 (twenty) days must be utilized no later than June 30 of the current year. Any days accumulated in excess of twenty (20) days shall be forfeit.

Section 3. Employees who lose time due to on-the-job disability up to a maximum of two (2) years shall receive their vacation as though the time had been worked.

Section 4. Vacations will not be taken the first week after school is dismissed in June, or the last two weeks in August.

Section 5. If vacation is to last five (5) days or more, a request will be made in writing to the supervisor, at least (2) two-weeks in advance. For vacations of less than five (5) days, the employee shall provide at least twenty-four (24) hour written notice.

Section 6. Employees unable to report when attendance is required, on inclement weather days, may be granted the option of use of a vacation day or floating holiday.

ARTICLE 25
HOURS OF WORK AND OVERTIME

Section 1. The standard workweek shall be Monday through Friday and normally shall consist of eight (8) consecutive hours excluding a 1/2-hour lunch period. Employees will receive one ten (10) minute break during the first four (4) hours of their assigned shift and one ten (10) minute break during the second four (4) hours of their assigned shift. The time of such break 'to be determined by the employee's immediate, supervisor. Wash up time: five (5) minutes.

Section 2. Either time and one-half or comp time will be allowed for over 40 hours/week.

Section 3. An employee reporting for approved call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1 1/2) times his hourly rate providing he works at least forty (40) hours during that week.

Section 4. Overtime work will be authorized only when prior approval is obtained from the Superintendent of Schools or his designee. Bargaining unit work shall just be offered to qualified Maint or Mech unit members.

Section 5. Unless the task requires a specific knowledge or skill set, overtime shall be offered by seniority on a rotating basis. If no employee accepts the overtime assignment, the Supervisor shall appoint the least senior employee to work the necessary time. Seniority lists shall be kept on a per building basis.

Section 6. The Employer shall pay the cost of all required physical examinations.

Section 7. Time-and one-half (1 1/2) for all Saturday, double time for Sunday and Holiday work shall be paid.

Section 8. The Employer shall continue to schedule a school or third-party employee or his/her designee to be in attendance at all special events.

Section 9. The Employer shall retain the right to adjust the regular workweek whenever economic restraints are needed.

Section 10. Time not worked, but compensated for, will be only under the specific conditions as listed under Article 19, Section 13.

Section 11. Pro-ration of Benefits - Regular Employees (not substitutes) normally scheduled less than 40 hours per week will have benefits prorated based on the percentage of a 40-hour work week that they are regularly scheduled, except in the case of reduced duty because of job related injury in which case there will be no reduction. Benefits affected are:

1. Sick Time
2. Vacation Time
3. Health and-Dental Insurance

Should the Employer decide to reduce the hours of work in lieu of a lay-off, benefits will not be reduced.

Section 12. Assistants will also be employed as school bus drivers, it is understood that the regular morning and afternoon bus driving hours plus maintenance hours may be limited to 40 hours in a normal pay week. Maintenance hours may be reduced in a week when the Employee has increased driving time. Overtime hours must be approved by either the transportation or maintenance supervisor.

Section 13. Assistants shall be able to bid on daytime trips through transportation only after bus drivers who do not have other paid work responsibilities have declined the trip.

ARTICLE 26 **PERFORMANCE BONUS**

Fennville Public Schools will pay a performance bonus for “effective” full-time maintenance employees and mechanic(s) to be given last pay period of fiscal year if employee meet or exceed objectives seen below. Assistants are also eligible for a performance bonus. The employee must work through the end of the school year to qualify for the performance bonus.

- **Assistants:** For “Effective” Educators (based on the growth plan and year-end evaluation) a year-end bonus shall be paid \$1,000 in the last pay in June.
- **Mechanics and Maintenance Employees:** For “Effective” Educators (based on the growth plan and year-end evaluation) a year-end bonus shall be paid \$2,000 in the last pay in June. An additional \$1,250 will be paid for proper and up-to-date certification.

Attendance Bonus: An additional bonus will be paid based on attendance, such that: i) \$250 will be paid for those educators who did not use a sick day, or ii) \$125 for those educators who only used 1-2 sick day(s).

Effective Educators:

For maintenance/mechanic educators to be considered “Effective,” there are four categories in which educators must meet or exceed expectations, including some examples:

1. Growth Plans will be written or updated each year in such a way that helps each employee to grow professionally and become better at how they serve each and every day. Educators who are deemed less than “Effective” shall have clear expectations from the supervisor throughout the school year.
2. Observations of their daily performance to meet or exceeds expectations, that includes, but not limited to:
 - a. Demonstrating knowledge and taking the initiative in duties and responsibilities
 - b. A positive attitude towards adults and students that supports a positive culture and climate.
 - c. A collaborative approach to team members that shows unity rather than division
 - d. High percentage of Preventative and Correct Work Orders prioritized and completed
3. Professional practice and following District Policies, such as
 - a. Takes the initiative to step up and regularly finds ways to help
 - b. District Policies and Practices such as:
 - i. Appropriate dress and hygiene

- ii. Exceptional attendance, including staff meeting and professional learning
- iii. Avoiding overtime, unless approved
- iv. Positive talk (no gossip, slander, put-downs, negativity)
- v. Exceptional Safety Inspections
- c. Avoid behaviors that would result in a verbal warning or written reprimand
- 4. Contribute to the District Goals, which does not have a weight for the performance bonus, such as
 - a. Caring for the Wellness of each and every student
 - b. Thinking of others above oneself and helping to improve the culture and climate
 - c. Speak well of the District both in and outside of school, such that, our enrollment will stabilize and/or increase

Above lists some of the criteria under the four areas for an “Effective” rating, which will result in the full amount for the performance bonus. For those who receive an end-of-the-year rating of “Developing”, the following performance-based pays shall be 50% or one half as described in this section. If the educator does not feel there was clear expectations throughout the school year and wishes to appeal the rating, then the union steward and superintendent will meet with the supervisor and the educator to review the evaluation and the evidence.

Certification for Maintenance and Mechanics

- Mechanics must be certified in each of the following:
 - Heavy Duty Diesel Engine Repair
 - Heavy Duty Brakes and Braking Systems
 - Heavy Duty Suspensions and Steering Systems
 - Heavy Duty or Auto Electrical Systems
- Maintenance certifications that will create efficiencies for district cost saving, bonus will be paid provided individuals have a majority of the following certifications:
 - Asbestos Removal and Care
 - Hi/Lo and Lift
 - HVAC, Boiler, Chilled Water Systems, and Cooling Tower
 - Maintenance, Electrical, Plumbing
 - Building Management Systems (BMS)

ARTICLE 27 **EMERGENCY MANAGER**

An emergency manager appointed under Act 436 of 2012 (the Local Financial Stability and Choice Act), which superseded Act 4 of 2011 (the Local Government and School District Fiscal Accountability Act), shall be allowed to reject, modify, or terminate this Agreement as provided in said Act.

ARTICLE 28 **DURATION OF AGREEMENT**

Section 1. This Agreement shall be in effect from July 1, 2024 to and including June 30, 2027, for all members of the bargaining unit as defined in Article 2 of this Agreement. This Agreement

shall continue in full force from year to year thereafter, unless during the thirty (30) days prior to April 15, 2024, notice in writing shall be given by one party to the other of termination of such.

Section 2. In the event that notice of termination is given by either party as herein provided, negotiations between the parties regarding a new Agreement shall commence within fourteen (14) days from receipt of such notice.

Section 3. Either party giving written notice of termination, as herein provided, may limit the notice of termination to specific provisions of the Agreement. If such limitation is given, then only the specific provisions mentioned in said notice shall terminate and be renegotiated upon and all of the remainder of this Agreement not so specifically mentioned in the termination notice shall continue in full force and effect from year to year, as above provided.

In Witness Whereof, the parties hereto have hereunto set their hands the day and year as above written.

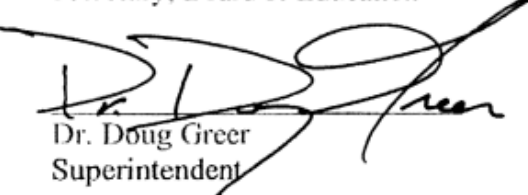
FENNVILLE PUBLIC SCHOOLS



Toby Hatchins
President, Board of Education




Ross Thiele
Secretary, Board of Education



Dr. Doug Greer
Superintendent

Dated: 9-16-24

TEAMSTERS LOCAL 214



Marty Bingaman
Business Representative



Scott Achterhof
Union Steward



Mitch Brown
Union Alternate

Dated: 10/4/24

Appendix A – WAGES

In year one, the 2024-2025 school year, the Wage Schedule shall be reset to the following schedule that accomplishes the following:

- Increasing the bottom of the scale to establish a Minimum Wage
- Assuring all educators increase at least 5% of the previous schedule A in 2023/24
- Allow educators at the top of the scale to progress at a similar pay increase of 5% and progress towards a newly defined Maximum for the duration of this contract. Assistants shall have a Min/Max of \$14.25 - \$17.40, whereas Maintenance shall have a Min/Max of \$20.00 - \$27.00 and Mechanics shall range Min/Max from \$21.50 to \$30.00

2024-2025 School Year Wage Schedule “Reset”

Experience	Assistant	Maintenance	Mechanic
Min	\$14.25	\$21.00	\$22.50
2	\$14.75	\$21.75	\$23.25
3	\$15.25	\$22.50	\$24.00
4	\$16.80	\$23.25	\$24.75
5	\$17.10	\$24.00	\$25.50
6	\$17.40	\$25.41	\$26.20
7		\$25.67	\$26.57
8		\$25.94	\$26.93
9		\$26.48	\$27.30
Max	\$17.40	\$27.00	\$30.00

For the **2025-2026 school year**, each educator will be given a percentage increase of 5%, provided fund balance triggers are not met, that will result in the following increases:

- Assistants from \$14.75 to \$17.84
 - Minimum will increase to \$14.75
 - All others who will not exceed the Min/Max will receive the 5% increase, such that:
 - $\$14.25 \times 1.05 = \14.96 (previous MIN)
 - $\$15.83 \times 1.05 = \16.62 (likely MID)
 - $\$17.40 \times 1.025 = \17.84 (previous MAX)
- Maintenance from \$22.25 to \$27.50
 - Minimum will be reset to \$22.25
 - All others who will not exceed the Min/Max will receive the 5% increase, such that,
 - $\$20.00 \times 1.05 = \23.10 (previous MIN)
 - $\$23.50 \times 1.05 = \24.68 (likely MID)
 - $\$27.00 \times 1.025 = \27.68 (previous MAX)
- Mechanics from \$23.75 to \$30.50
 - Minimum will be reset to \$23.75
 - All others who will not exceed the Min/Max will receive the 5% increase, such that,
 - $\$21.50 \times 1.05 = \22.58 (previous MIN)
 - $\$25.75 \times 1.05 = \27.03 (likely MID)
 - $\$30.00 \times 1.025 = \30.75 (previous MAX)

NOTE: When wages exceed the Maximum, the wage increase is one half or 50% of the increase for those who will maintain in the Min-Max range. For example, those who remain in the range, increase 5% and those who would exceed the range increase at least 2.5%.

2025-2026 School Year Wage Schedule provided a 5% increase

Experience	Assistant	Maintenance	Mechanic
Min	\$14.35	\$21.50	\$23.00
2	\$14.75	\$22.05	\$23.63
3	\$15.25	\$22.84	\$24.41
4	\$16.00	\$23.63	\$25.20
5	\$17.64	\$24.41	\$25.99
6	\$17.74	\$25.20	\$26.78
7	\$17.84	\$26.68	\$27.51
8		\$26.96	\$27.89
9		\$27.23	\$28.28
10		\$27.51	\$28.67
Max	\$17.84	\$27.68	\$30.75

These increases are based on the anticipation that our fund balance will remain close to 15% of expenses. Therefore, there are triggers set to adjust payout amounts that will also warrant a reconvening of a portion of the negotiation team, specifically union leadership, to examine the budget report and the validity of the trigger being met. The union leadership, along with other union leaders from various groups, will continue to meet at amendment time and establishing a new budget, if warranted. Listed below are the two triggers:

- If the fund balance exceeds 18% of expenses based the audited financial statements during the summer months, then an off-schedule stipend will be given to each educator at the approximate rate of half (1/2) of the forementioned pay increase for the “Mid” wage, for example:
 - Assistants will be paid \$550 as an off-schedule payment prior to Christmas Break.
 - Maintenance and Mechanics will be paid \$1,200 as an off-schedule payment prior to Christmas Break.
- If the fund balance drops below 12% of expenses based the audited financial statements during the summer months, then the forementioned pay increase will be cut in half (1/2), for example:
 - Assistant who was making \$16.80 x 1.025 (instead of 1.05) = \$17.22
 - Mechanics who was making \$27.30 x 1.025 (instead of 1.05) = \$27.98

For the **2026-2027 school year**, each educator will be given a percentage increase of 4%, provided the same fund balance triggers are not met, otherwise, the same rules apply with triggers as seen in the 2025-2026 example. Provided no triggers are met for the remainder of this contract, then the final Table of current employee wages, might look as follows:

Experience	Assistant	Maintenance	Mechanic
Min	\$14.65	\$22.00	\$23.50
2	\$15.29	\$22.36	\$23.92
3	\$15.98	\$22.93	\$24.57
4	\$16.40	\$23.75	\$25.39
5	\$17.08	\$24.57	\$26.21
6	\$18.35	\$25.39	\$27.03
7	\$18.40	\$26.21	\$27.85
8	\$18.45	\$27.75	\$28.61
9		\$28.03	\$29.01
10		\$28.32	\$29.41
11		\$28.50	\$29.81
Max	\$18.45	\$28.00	\$31.37

These increases are based on the anticipation that our fund balance will remain close to 15% of expenses. In the event that an educator has exceeded the maximum wage, the educator will still receive an annual wage increase of one half (1/2) of the percentage or monetary increase given to educators within the Min-Max range.