

AGREEMENT

BETWEEN THE

FENNVILLE PUBLIC SCHOOLS
BOARD OF EDUCATION

AND THE

FOOD SERVICE EMPLOYEES

TEAMSTERS LOCAL 214

July 1, 2024 to June 30, 2027

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**FENVILLE PUBLIC SCHOOLS
MASTER AGREEMENT
FOOD SERVICE EMPLOYEES**

PREAMBLE

This Agreement between Fennville Public School District of Allegan County, Michigan, hereinafter referred to as the “Employer” and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America/Teamsters Union Local, No. 214, Detroit, Michigan, hereinafter 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 full-time and regular part-time food service employees, excluding supervisors, coordinators, casual and/or substitute employees, and all other employees working less than three hours.

**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;

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 in 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.

ARTICLE 5
PROBATION

Section 1. New employees will acquire seniority after thirty (30) 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 highest last four (4) digits of the new hires social security numbers.

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 with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way 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 anyway may be considered a proper subject for collective bargaining. 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 its 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 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 potential 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
BARGAINING UNIT CLASSIFICATION

There shall be two bargaining unit classifications:

Head Cook
Kitchen Assistant

ARTICLE 9
VACANCIES AND PROMOTIONS

The Employer shall consider internal candidates first by posting bargaining unit positions for five (5) working days. The posting shall include a summary of duties. Job vacancies and promotions shall be based upon qualification, work record, and seniority. Classification seniority shall be considered before bargaining unit seniority. If additional hours are added to an existing position, that position shall be open to bid by eligible members of the bargaining unit.

ARTICLE 10
LAYOFF AND RECALL

If the Employer determines a reduction in food service 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.

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

ARTICLE 11
EMPLOYEE CONDUCT, DISCIPLINE AND DISCHARGE

The safe, orderly and efficient operation of the school district requires that employees always maintain discipline and proper personal standards of conduct. The Employer shall have just cause for disciplining, up to and 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 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. Verbal 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 a serious enough nature and warrants such discipline.

ARTICLE 12
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 violation, misinterpretation, or misapplication of the expressed terms of this Agreement.

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

Section 3. Procedures:

(Step 1) A grievance shall exist when a request by an employee has been rejected or not acted upon by the employee's supervisor. (This employee and the supervisor should attempt to settle issues as they arise on an informal basis.) 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 the same to their Supervisor. The written grievance shall contain the following items:

- A. Name of grievant
- B. Date grievance occurred
- C. The specific contract section(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 the 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 his decision in writing and furnish a copy thereof to the employee and the 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.

(Step 4) If the Union is not satisfied with the disposition of the grievance by the Superintendent or 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 forty-five (45) days of closure of the mediation process, submit the issue to arbitration.

(Step 6) 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 those which were used in the previous steps of this grievance procedure and to which 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/her. 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. 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.

Section 5. 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.

Section 6. 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 or work slow-down or sit-down, and the Employer agrees that it will not institute any lockout during the duration of this Agreement.

ARTICLE 13 **STEWARDS**

Section 1. The Employer recognizes the right of the Union membership to elect stewards and alternates for the duration of the contract 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:

- A. Negotiation of the contract
- B. Contract Discussions
- C. Grievance Processing
- D. Discuss Union Due Deduction

The above activities shall be conducted with the Employer or the designated school representative in accordance with the provisions of this Agreement during working hours without loss of pay.

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 offices, provided such messages and information:

- a. have been reduced to writing, or,
- b. are of a routine nature and do not involve work stoppage, slow-down, 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 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. strike, 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. The Union will be responsible for maintenance and supervision at said meetings. Prior approval must be obtained from the supervisor to conduct Union Business on school time.

ARTICLE 14 **LEAVES OF ABSENCE**

Section 1. Any 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.

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 shall receive credit for two (2) personal days on the first day of the school fiscal year. Employees starting in the second six months (January 1-June 30) shall receive a proration of one (1) personal business day. Personal days shall not be cumulative.

Employees electing not to utilize their Personal Days through the course of the school year shall be paid for such days not utilized, in the last pay-period of the school year, at their regular rate. Employees shall give as much notice as possible and should be at least 24 hours, when requesting the use of Personal Days. Personal days may not be used to extend school breaks or in the last week (five days) of the school year.

Section 4. 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.).

Section 5. Medical disability leaves shall be granted for a period of up to one (1) year upon the same provisions of Article XVII, Section 1. Such leaves of absence shall be without pay, fringe benefits, or accrual of vacations or sick leave. Medical disability may be extended by the Employer upon written request of the Employee.

Section 6. 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) work days. Thereafter, the employee shall commence his/her accumulated sick leave.

ARTICLE 15

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 Superintendent for consideration and recommendation.

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. An 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 5. It is the duty of the employee and he shall immediately, or at the end-of-his 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 retained by the Employer.

ARTICLE 16
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, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 17
SAFETY COMMITTEE

A safety Committee composed of Union and Employer representatives will meet in September and January of each school year, if a request to meet is made by either party to the contract. The agenda for meetings will be jointly developed by the Steward and the Supervisor. The parties recognize the Employer has the ultimate responsibility for school safety.

It is agreed that the Safety Committee shall meet in a timely manner when a request is made by either party.

ARTICLE 18
WORKER'S COMPENSATION

The Employer shall maintain insurance benefits for a member of the unit while the employee is receiving worker's compensation from the school, up to a maximum of one year.

ARTICLE 19
CONTINUING CONTRACT REVIEW

Section 1. The Board and the Union 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 20
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 any other records of the employee pertaining to the 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 online access to an itemized statement of their earnings and 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 their 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 their own transportation to and from a job location, they shall receive a mileage allowance, the rate of which is established by Board Policy, or will be furnished transportation by the school district; from home to the job is not considered part of this section.

Section 8. For any schooling or in-service training assigned by the administration occurring on a leave day or off duty time, the employee will be paid straight time.

Section 9. The cost of tuition and expenses for conferences and workshops will be paid by the District. The Superintendent or their designee will choose courses and the personnel to attend.

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 at the Mid-rate. An Employee must perform all duties associated with the higher classification to qualify for the

higher rate of pay. For any assistant with more than 15 years of experience with the district, an additional dollar (per hour) for longevity will be added to the Mid-Rate when subbing as head cook. When an employee is assigned work in a lower classification during the workday they shall not suffer a reduction in pay.

Section 12. The Employer agrees to furnish all necessary equipment needed to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.

Section 13. It is the responsibility of each Employee to regularly check their school email account for important information.

Section 14. The District shall comply with all applicable state and federal laws regarding breaks and meal periods. Specifically, the District will provide a 30-minute uninterrupted meal break for minors who work more than 5 continuous hours, as required by Michigan state law. If the District provides short breaks of 5-20 minutes, such breaks shall be considered compensable work time.

ARTICLE 21 **FRINGE BENEFITS**

Section 1. Health Insurance.

- A. Qualifying employees will receive single-subscriber medical insurance benefits that are comparable to the benefits provided to the administrative staff. This 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.

Eligible employees must work a minimum of thirty (30) hours per week.

- B. Eligible employees who choose not to enroll in the Health Insurance program shall receive an additional \$140.00 per month paid to the employee, as allowed by law without government subsidies.

Section 2. Life Insurance: Term life insurance in the amount of eighteen thousand (\$18,000) will be provided for unit members regularly scheduled to work five and one-half hours daily.

Section 3. Sick Leave: Employees will be credited with ten (10) sick days per year, cumulative to 180 days cap. 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. Employees who work the Summer School Program(s) will be allocated one (1) additional sick day that shall roll over the July 1 transition if unused.

Sick leave shall be interpreted to mean an employee's personal illness, quarantine at home, or physical disability. Doctor and dental appointments constitute proper use of sick leave allowance when related to a current illness or disability. It is understood that whenever possible such appointments should be scheduled during non-school hours. Five (5) days per year may be used for illness in the immediate family.

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.

An employee, who exhausts all sick leave and calls in sick, must exhaust all personal 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 4. Holidays: The following holidays are recognized as paid

days: Labor Day	Memorial Day.
Day After Thanksgiving	Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
July 4 th if working	Summer Program(s) full-time

Good Friday as follows:

- i. If there is no school scheduled, employees will receive one (1) half day paid.
- ii. If there is a half day of school scheduled, employees will receive one (1) half day paid in addition to any paid work hours employees receive that day.
- iii. If a full day of school is scheduled, there will be no holiday pay.

NOTE REGARDING HOLIDAY PAY: Employees who are scheduled to work, must work the last scheduled day before a holiday and the first scheduled day after a holiday in order to receive pay for the holiday. In other words, personal days are not allowed to extend a holiday.

Section 5. Clothing Credit: Employees shall be provided an annual Clothing Credit of up to \$300. The cost of clothing purchased on the employee's behalf by the Employer will be deducted from the clothing allowance prior to paying for additional reimbursement. All reimbursement requests must be submitted before May 1 of each year. Note: Substitute employees will be allowed up to \$100 for items such as non-slip shoes.

Section 6. Death in Family: In the event of the death in the immediate family, a unit member shall receive up to three (3) days with pay in order to make arrangements or the funeral of and immediate family. Immediate family is defined as:

Spouse	Mother-in-law
Daughter	Father-in-law

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

Section 7. Medical Costs: Employer-mandated medical costs shall be the responsibility of the Employer. Employer will pay for hepatitis B shots; however, the employee will reimburse the district's cost if the standard series of shots is not completed by the employee.

Section 8. Performance Based Pay: For "Effective" Educators (based on the growth plan and year-end evaluation) a year-end bonus shall be paid in the last pay in June. For those who receive an end-of-the-year rating of "Developing", the following performance based pays shall be 50% or one half of the following:

- \$500 for effective educators who have completed 1-5 years of service
- \$750 for effective educators who have completed 6-10 years of service
- \$1,000 for effective educators who have completed more than 10 years of service
- An additional bonus will be paid based on attendance, such that:
 - \$250 for those educators who did not use a sick day
 - \$125 for those educators who only used 1-2 sick day(s)

For food service 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 a 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. Seek to help individual students, including those with unique needs
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. Being on time every day when scheduled to work
 - iii. Exceptional attendance, including staff meeting and professional learning

- iv. Avoiding overtime, unless approved
- v. Positive talk (no gossip, slander, put-downs, negativity)
- vi. 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.

ARTICLE 22
EXTRA HOURS

Section 1. If additional work hours become available in a building on a temporary basis between 5:00 a.m. and 3:00 p.m., these hours will first be offered to employees normally assigned to work in that building. Extra hours shall be assigned by the supervisor on a rotating basis according to the seniority of the bargaining unit members in that building who are qualified to complete the work and have not signed a list to be excluded.

Section 2. If additional work hours become available in any building on a temporary basis that are scheduled to extend outside of the 5:00 a.m. to 3:00 p.m. window, these hours will be offered to any qualified employee. Extra hours shall be assigned by the supervisor on a rotating basis according to the seniority of the bargaining unit members who are qualified to complete the work and have not signed a list to be excluded.

Section 3. Overtime shall be paid to any employee who works more than forty hours in a given work week.

ARTICLE 23
SCHOOL CLOSURE

Employees shall be paid for up to six (6) days per year in which they do not work when school is cancelled due to inclement weather or other unplanned reason. School must be cancelled for the entire day for this to take effect, delays do not count, nor do early release.

An employee may, at his or her discretion, utilize a Personal Day, to cover time lost for inclement weather, in excess of the six (6) allowed inclement weather days.

In the event an employee has reported to work for his or her regularly scheduled shift, and a determination is made to cancel the balance of the school day due to inclement weather, the employee shall be paid a minimum of two (2) hours pay, at the employees regular hourly rate, or actual hours worked, whichever is greater.

ARTICLE 24
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 25
DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 2024 to June 30, 2027 and it is recognized that:

1. Employment covered by the Master Agreement between the Food Service Employees and the Board is school year employment.
2. The time frame covered by such employment is generally from late August/early September to late May/early June and is consistent with the time that students are in session for the normal school year.
3. The Employer has the obligation to notify employees of the likelihood of continued employment for the upcoming school years.
4. If such notification is made by the Employer to the individual employee, it is understood that the employee may not claim Unemployment Compensation for the time between the last day of the school year and the beginning of the next school year. (Summer)
5. This has been written to be consistent with known labor law pertaining to such matters. It is not an attempt to deny any employee benefits for which he/she may be entitled.

In witness whereof, the parties so signify.

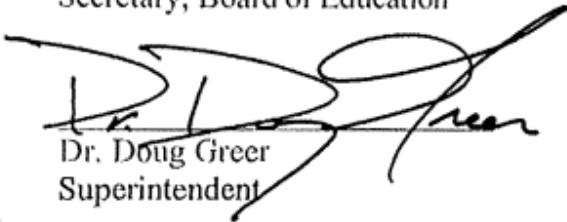
FENNVILLE PUBLIC SCHOOLS



Toby Hutchins
President, Board of Education



Ross Thiele
Secretary, Board of Education



Dr. Doug Greer
Superintendent

Dated: 9-16-24

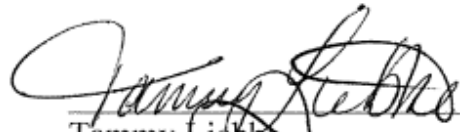
TEAMSTERS LOCAL 215



Marty Bingaman
Business Representative



Tina Brown
Union Steward



Tammy Liebke
Union Alternate

Dated: 10-17-24

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. Kitchen Assistants shall have a Min/Max of \$13.80 - \$16.50; whereas Head Cooks shall have a Min/Max of \$16.00 - \$18.00

2024-2025 School Year Wage Schedule “Reset”

Experience	Kitchen Assistant	Head Cook
Min	\$14.00	\$16.00
2	\$14.05	\$16.10
3	\$14.10	\$16.20
4	\$14.18	\$16.30
5	\$14.39	\$16.38
6	\$14.60	\$16.59
7	\$14.81	\$16.80
Mid	\$15.00	\$17.00
8	\$15.02	\$17.01
9	\$15.23	\$17.22
10	\$15.44	\$17.43
11	\$15.65	\$17.64
16+	\$15.86	\$17.85
Max	\$16.00	\$18.00

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:

- Kitchen Assistants from \$14.20 to \$16.65
 - Minimum will be reset at \$14.20
 - All others who will not exceed the Min/Max will receive the 5% increase, such that:
 - $\$14.00 \times 1.05 = \14.70 (setting a new step or experience #2)
 - $\$15.00 \times 1.05 = \15.77
 - $\$15.86 \times 1.05 = \16.65 (setting a new max)
- Head Cooks from \$16.40 to \$18.74
 - Minimum will be reset to \$16.40
 - All others who will not exceed the Min/Max will receive the 5% increase, such that,
 - $\$16.00 \times 1.05 = \16.80 (setting a new step or experience #2)
 - $\$17.00 \times 1.05 = \17.85
 - $\$17.85 \times 1.05 = \18.74 (setting a new Maximum)

Therefore, the likely Schedule A for 2025/26, with a 5% increase and no triggers would be as follows:

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

Experience	Kitchen Assistant	Head Cook
Min	\$14.35	\$16.40
2	\$14.70	\$16.80
3	\$14.75	\$16.91
4	\$14.81	\$17.01
5	\$14.88	\$17.12
6	\$15.10	\$17.20
7	\$15.32	\$17.42
Mid	\$15.50	\$17.57
8	\$15.55	\$17.64
9	\$15.77	\$17.86
10	\$15.99	\$18.08
11	\$16.21	\$18.30
12	\$16.43	\$18.52
17+	\$16.65	\$18.74
Max	\$16.65	\$18.74

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 approximately half (1/2) the rate of the forementioned pay increase for the “Mid” wage, such that:
 - Every Food Service education will receive an off-schedule payment of \$590 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:
 - Kitchen Assistant who was making $\$15.50 \times 1.025$ (instead of 1.05) = \$15.89
 - Head Cook who was making $\$17.57 \times 1.025$ (instead of 1.05) = \$17.87

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:

2026-2027 School Year Wage Schedule provided a 4% increase

Experience	Kitchen Assistant	Head Cook
MIN	\$14.65	\$16.75
2	\$14.92	\$17.06
3	\$15.29	\$17.47
4	\$15.34	\$17.58
5	\$15.40	\$17.69
6	\$15.48	\$17.80
7	\$15.71	\$17.89
MID	\$15.98	\$18.12
8	\$15.98	\$18.12
9	\$16.17	\$18.35
10	\$16.40	\$18.57
11	\$16.63	\$18.80
12	\$16.86	\$19.03
13	\$17.08	\$19.26
18	\$17.31	\$19.49
MAX	\$17.30	\$19.48

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.