July 1, 2026 to June 30, 2027

A G R E E M E N T

Between the

BOARD OF EDUCATION OF
THE FRASER PUBLIC SCHOOLS DISTRICT

And the

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
MICHIGAN COUNCIL #925
AND
LOCAL 3846
SUB CHAPTER 14
FOOD SERVICE

TABLE OF CONTENTS

ARTICLE 1
A. RECOGNITION……1
B. BOARD POWERS……1
C. SUBSTITUTE EMPLOYEES……..1
D. DISCRIMINATION……1
E. UNION RIGHTS……2
1. MAMBERSHIP STATUS AND PAYROLL DEDUCTION…..……2
2. STEWARDS……2
3. UNION RELEASE DAYS……..3
4. POSTING OF NOTICES……...3
5. COPIES OF AGREEMENT……..3

ARTICLE 2 - GRIEVANCE PROCEDURE……4
A. DEFINITION……...4
B. PROCEDURE……4
1. Step 1……4
2. Step 2……4
3. Step 3……4
4. Step 4……5
AUTHRIOTY OF THE ARBITRATOR…….....5
C. GENERAL……5
D. DISCHARGE - SUSPENSION GRIEVANCE……...6

ARTICLE 3 - SENIORITY
DEFINITION……6
A. PROBATIONARY EMPLOYEES……6
B. SENIORITY LIST……..6
C. LOSS OF SENIORITY……7

ARTICLE 4 - LAYOFF
A. DEFINITION……..7
B. ORDER OF REDUCTION……...7
C. NOTIFICATION OF LAYOFF……..8

ARTICLE 5 - RECALL……..8

ARTICLE 6 - DISCIPLINE……8

ARTICLE 7 - LEAVES OF ABSENCE
A. LEAVE OF ABSENCE……..9
1. REASOINS……9
2. LEAVE OF ABSENT REQUEST……9
3. PAY AND MEDICAL AND VISION BENEFITS……9
4. SENIORITY……..10
5. RETURN FROM WORK FROM LEAVE OF ABSENCE……..10
6. VACANCIES - MEDICAL LEAVE OF ABSENCE……..12
7. EXTENSION OF A LEAVE OF ABSENCE……12
8. FALSIFICASTION OF A LEAVE OF ABSENCE ……..12

ARTICLE 8 – WORKERS COMPENSATION……13

ARTICLE 9 – DEATH BENEFIT AND RESIGNATION
A. DEATH BENEFIT……..13
B. RESIGNATION……..13

ARTICLE 10 – CLASSIFICATION AND RECLASSIFICATION……13
JOB DESCRIPTIONS……14

ARTICLE 11 – VACANCIES AND TRANSFERS
A. VACANIES
1. DEFINITION……..14
2. POSTING OF VACANCIES……14
3. FILLING OF VACANCIES……...14
4. NON-BARGAINING UNIT PROMOTION……..15
B. TRANSFERS
1. UNREQUESTED TRANSFERS……15
2. TEMPORARY TRANSFERS……..15

ARTICLE 12 – TEMPORARY VACANCIES……15

ARTICLE 13 – HOURS OF WORK AND OVERTME
A. REGULAR HOURS……17
B. EXTRA HOURS……..17
C. OVERTIME HOURS……..17
D. CALL-IN PAY……..17
E. CATERING……..18
F. SUBSTITUTE EMPLOYMENT……18
G. SCHOOL CLOSING DUE TO WEATHER OR OTHER REASONS BEYOND THE DISTRICTS CONTROL……18

ARTICLE 14 – INSURANCES
A. MEDICAL INSURANCE……...19
B. DENTAL INSURANCE……..19
C. VISION INSURANCE……19
D. LIFE INSURANCE AND ACCIDENTIAL DEATH AND DISMEMBERMENT (AD&D)……19
E. FLEXIBLE SPENDING ACCOUNTS……..20
F. BENEFIT PLAN INFORMATION……20
G. CONTINUITY OF COVERAGE……20
H. EMPLOYEE CONTRIBUTIONS……..20
I. COST SHARING CALCULATION……...20

ARTICLE 15 – LEAVE DAYS
A. PERSONAL ILLNESS DAYS……..20
B. PERSONAL BUSINESS LEAVE DAY……20
C. BEREAVEMENT DAYS……20
D. JURY DUTY……21

ARTICLE 16 – HOLIDAYS……21

ARTICLE 17 – VACATION DAYS……21

ARTICLE 18 – LONGEVITY……..22

ARTICLE 19 – UNIFORM ALLOWANCE……22

ARTICLE 20 – REIMBURSEMENT FOR LICENSES AND ROUTINE MEDICAL TESTS…….22

ARTICLE 21 – STATE RETIREMENT CONTRIBUTION……..23

ARTICLE 22 – MISCELLANEOUS PROVISIONS
A. STUDENT WORKERS……..23
B. WORKING IN A HIGHER CLASSIFICATION……23
C. FIRST AID KITS……23
D. EXTRA HELP……..23
E. TRAINING……..23
F. GENDER……24

ARTICLE 23 – SEVERABILITY……24

ARTICLE 24 – SUCCESSOR AND DURATION OF AGREEMENT
A. SUCCESSOR……24
B. DURATIONS OF AGREEMENT……..24

ARTICLE 25 - ENTIRE AGREEMENT……24

ARTICLE 26 – SALARY SCHEDULES
JULY 1, 2026 - June 30, 2027……..25

SIGNATURE PAGE……26

THIS AGREEMENT, entered into by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the “Board,” and the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 925, and Local No. 3846, the affiliated local union, hereinafter called the “Union.”

WHEREAS, the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and employees with respect to hours, wages and terms and conditions of employment; and,

WHEREAS, the parties hereto, following extended and deliberate collective bargaining, have reached understandings which they desire to incorporate into a formal contract;

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

ARTICLE 1

A. RECOGNITION

1. The Board recognizes the International Union of American Federation of State, County and Municipal Employees and Council No. 925 and its Affiliate Local Number 3846, Sub Chapter 14, as the exclusive bargaining representative of all Food Service Employees as described in the included Salary Schedule and employed by the Board, excluding all others.

2. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any employees in the enjoyment of any rights conferred by the laws or Constitutions of Michigan and the United States and that it will not discriminate against any employee because of his membership in the Union or his participation in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to employees in this Agreement are in addition to those provided in the above mentioned statutes and Constitutions.

B. BOARD POWERS

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, duty and responsibilities conferred upon and vested in it by the laws and Constitutions 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 administrative control of the school system and its properties and facilities, and the activities of the employees;

2. to hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, and their dismissal or demotion; and to promote and transfer all such employees;

3. to determine hours of employment, duties, responsibilities and assignments of all employees under this Agreement, and the terms, and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, 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 and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.

C. SUBSTITUTE EMPLOYEES - Substitute employees shall be excluded from all of the provisions of this Agreement, unless such agreement expressly otherwise provides.

D. DISCRIMINATION

The Board and Union agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age or sex.

E. UNION RIGHTS

1. MEMBERSHIP STATUS AND PAYROLL DEDUCTION

It is agreed that any bargaining unit member may voluntarily choose to have dues or other fees for AFSCME Council 925 deducted from their District payroll by completing a deduction authorization form and providing it to the payroll office. The form will authorize the deduction of funds and assignment of those funds to the Union. Such authorization shall be voluntary. It is understood by both parties that the payment and/or deduction of dues is not a condition of employment.

A bargaining unit member may revoke authorization at any time through written notice (email acceptable) of revocation to the payroll department. Revocation shall be effective to cancel all deductions provided the authorization is received at least one week prior to the payroll period. Revocations that are provided less than one week prior to a payroll period will not be effective until the next payroll period. If a bargaining unit member revokes dues deduction, the District will provide notice of that revocation within two calendar weeks of its receipt.

The amount of dues to be deducted from each bargaining unit member electing for deduction will be provided to the District by the Union no later than August 15 of each year. Pursuant to the bargaining unit members' authorization, deduction of membership dues shall be made in 19 reasonably equal installments beginning in September of each year, and the Board agrees to remit to the Union all monies deducted, within two calendar weeks of each payroll deduction. Bargaining unit employees that elect dues deduction but work less than a full year will have their deduction installment schedule modified accordingly.

No deductions will be taken from bargaining unit members who are on an unpaid leave of absence. Upon return, the district will resume the equal installments. The Union will defend and save harmless the District for any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this section provided.

1. The Employer gives timely notice of such action to the Union, and

2. The Employer cooperates with the Union and its counsel as required by law, and

3. The Union shall have authority to compromise and settle all claims which it defends under this Article.

2. STEWARDS

The employees shall be represented by a Chapter Chairperson and a Chief Steward. Notwithstanding their position on the seniority list, in the event of layoff, the chapter chairperson, and the chief steward shall be continued at work without regard to their seniority as long as there is a bargaining unit position for which they are qualified to perform. The chapter chairperson and the chief steward referred to above shall receive the rate of pay for the position in which they are placed at the time of a layoff. In the event of layoff and the President works in Food Service,

he/she first shall be continued at work without regard to his/her seniority as long as there is a bargaining position for which he/she is qualified to perform.

3. UNION RELEASE DAYS

Upon approval of the Director or Human Resources, steward(s) may be released from their regular duties during their working hours without loss of pay to investigate reported grievances and to present grievances to the employer representatives, provided that such release does not interfere with the employee's regular assigned duties.

a. A total of four (4) days per year may be granted to the union for the purpose of attending educational conferences, conventions, and membership meetings subject to the following provisions.

b. Any unused release days from the total of four (4) days shall not be cumulative from year to year.

c. No more than two (2) members of the union may use the above release days on the same day.

d. Union representatives using release time on days they are scheduled for overtime shall be passed over without being charged.

e. The Union shall request approval from the office of the Director of Human Resources not less than five (5) calendar days prior to the use of a release day under the terms of this provision.

f. If the President of the Local is from the Food Service bargaining unit, he/she shall have a total of ten (10) Union release days per year to attend to Union business involving any of the four Fraser bargaining units in the Local.

g. The Union will be permitted the use of school facilities and equipment (excluding copy machines) for regular and special business meetings of the Union without charge, provided that the Union makes application and conforms to all established regulations.

h. The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union.

4. POSTING OF NOTICES

The Board agrees to designate a section or portion of a bulletin board in each building, which may be used by the Union for the posting of official notices.

5. COPIES OF AGREEMENT

1. Copies of this Agreement shall be posted on the district website.

2. The Union shall receive five (5) bound copies of the agreement for their files which shall be provided within sixty (60) calendar days after the date of the final ratification.

ARTICLE 2 - GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a complaint about an act or condition, which affects the welfare, or working conditions of employees covered by the terms of this Agreement, or a complaint that there has been a violation, misinterpretation or misapplication of any written provision of this Agreement.

B. PROCEDURE

Grievances shall be presented and adjusted according to the following procedure:

Any employee with a grievance as defined herein shall informally discuss the matter directly or accompanied by a Union representative with the appropriate member of the administration.

Step 1.

In the event the matter is not resolved informally, a written grievance may be filed with the Director of Food Service within five (5) workdays[1] following the day the grievant learned or reasonably should have known about the violation, misinterpretation or misapplication, which is the basis of the grievance.

a. Within five (5) workdays after receipt of the written grievance, the Director shall communicate his/her decision, in writing, together with the supporting reasons to the aggrieved party.

Step 2

Within five (5) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he/she may appeal to the Director of Human Resources. The appeal must be in writing and must include a statement of the grievance and the reply of the Director of Food Service.

a. Within five (5) workdays after receipt of the appeal, the Director of Human Resources shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party.

Step 3.

Within ten (10) workdays after receiving a reply from the Director of Human Resources, if the employee or the Union still feels aggrieved, he/she may appeal to the Superintendent. The appeal must be in writing and must include a statement of the grievance, and the Director of Human Resources reply.

a. Within thirty (30) workdays after receiving an appeal, the Superintendent shall hold a hearing or meeting concerning the grievance, which the Union may attend, if they choose. Within ten (10) days from the date of the hearing or meeting, the Superintendent shall communicate his/her decision, in writing, together with the supporting reasons, to the Union and the aggrieved party.

[1] "Workdays" as used herein shall exclude weekend days and holidays.

Step 4.

If the Superintendent and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within twenty (20) work days after the decision of the Superintendent. The grievance shall be considered submitted to arbitration when written notice is submitted within the 20 work days to the District by the Union informing the Superintendent of the Union's intent to arbitrate the grievance.

AFSCME Council 25 Arbitration Department shall send a list of Ad-Hoc arbitrators to the District to see if the parties can mutually accept an Arbitrator.

If the parties are unable to agree, the case will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

AUTHORITY OF THE ARBITRATOR

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific written article or section of this Agreement has occurred, and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement. The decision of the Arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding.

The costs of arbitration shall be equally borne by both parties; however, each party shall bear its own expense.

C. GENERAL

All written complaints must be specific. They shall contain a concise statement of the facts upon which the grievance is based, a specific reference to the Articles and sections of the Agreement, which have allegedly been misinterpreted, misapplied or violated; the specific nature of the relief requested; and shall be signed by the employee or employees involved.

Any employee may present a grievance for adjustment without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

The time limits specified in this procedure may be extended by mutual written agreement. If a grievance is not processed by the Union or an individual grievant consistent with each time frame established in this grievance procedure, it will be deemed abandoned and further efforts to process it will be barred as untimely.

Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

D. DISCHARGE - SUSPENSION GRIEVANCE

In the event an employee is discharged or suspended, the employee or the Union may, within five (5) days from the date of discharge or suspension, file a written grievance with the Director of Human Resources, who shall schedule a meeting with the Union and the grievant. The Director of Human Resources shall communicate his/her decision in writing, together with the supporting reasons, to the Union and aggrieved party within five (5) work days after the meeting with the Union and the grievant. If the employee or the Union still feels aggrieved, he/she may appeal to the Board of Education within five (5) days after receiving a reply from the Director of Human Resources. Within thirty (30) days after receiving an appeal, then Board of Education shall communicate its decision in writing, together with the supporting reasons, to the Union and aggrieved party. If the Union still feels aggrieved, the Union may file for arbitration in accordance with Step 4 of the Grievance Procedure.

ARTICLE 3 - SENIORITY

DEFINITION

Seniority" is an employee's position relative to all other employees in the same job classification determined by his/her continuous length of service to the School District in their respective divisions.

A. PROBATIONARY EMPLOYEES

1. New employees hired in the unit shall be considered probationary employees for ninety (90) work days of their regular employment and shall be treated as regular employees for salary purposes only.

2. Probationary employees shall not be entitled to seniority status.

3. Probationary periods may be extended by mutual agreement between the Union and the School Board.

4. When an employee completes the probationary period, he/she shall be entered on the seniority list of the job classification, and if he/she has been continuously employed by the Board, he/she shall rank for seniority from the first day of the last date of hire.

5. Probationary employees may be discharged any time during their probationary period without recourse to the grievance procedure, at will, at the sole discretion of the Board.

B. SENIORITY LIST

The seniority list will be furnished to the Union upon request and will list all employees by classification, name, seniority rank and date of hire. Sufficient copies will be furnished to permit posting in all schools and shop areas.

C. LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

a. He/she quits.
b. He/she is discharged and the discharge is not reversed.
c. He/she is absent for three (3) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence.
d. He/she does not return from sick leave or a leave of absence, without notifying the Board or giving satisfactory reasons to the Board for such absence.
e. He/she gives a false reason for a leave of absence or engages in other employment during such leave or falsifies his/her employment application.
f. He/she retires.

ARTICLE 4 - LAYOFF

A. DEFINITION

The word "layoff" means a reduction in the work force covered by the terms of this Agreement due to a decrease of work and/or due to economic factors or measures affecting the School District.

B. ORDER OF REDUCTION

In the event of a layoff, the work force shall be reduced in the following order:

1. Temporary employees performing bargaining unit work;

2. Probationary employees in the classification or classifications affected by the layoff;

3. Seniority employees in reverse order as their names appear on the seniority list within the respective classification or classifications affected by the layoff.

In the event of a layoff, student helpers, cooperative education students, and any other student aids or non-regularly employed temporary or substitute personnel will not be used to supplant bargaining unit members. This layoff procedure shall not apply to normal break periods when school is not in session and when certain employees are not scheduled to work during such periods and shall be subject to the following:

An employee who has been laid off from his/her classification within the Food Service Employees Group Classification shall be eligible to displace the lowest seniority employee in the same, or the next lower classification (based upon comparative wage rates for each classification, but excluding shift premium, longevity pay and supplemental pay) who works the same or most similar number of hours as the employee within the Food Service Employees Group Classification which the employee is qualified to perform. An employee who has been displaced by this procedure may exercise his/her seniority in the same manner until the required number of layoffs has been accomplished.

C. NOTIFICATION OF LAYOFF

1. A list of the employees being laid off shall be furnished to the President and Chapter Chairperson twenty (20) workdays prior to the effective date of the layoff, to the extent possible. At this time the parties can discuss alternatives regarding the positions of employees who are on medical leaves of absence.

2. Employees to be laid off for an indefinite period of time shall be given at least fourteen (14) workday notice of layoff, to the extent possible.

3. This notification shall not be required for employees who are bumped or displaced as a result of a layoff.

ARTICLE 5 - RECALL

A. When the working force is increased after a layoff, employees will be recalled to a vacancy in the division from which he/she was laid off according to seniority and the employee's qualification to perform the work. The District also agrees to recall a qualified employee to a position that is reasonably known to be vacant for sixty (60) calendar days due to an employee's illness or disability. Notice of recall shall be sent to the employee at his/her last known address and by personal phone call. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have voluntarily resigned his/her employment with the School District. It shall be the responsibility of the employee to notify the office of the Director of Human Resources of all changes in his/her address.

B. Employees who have been laid off shall not accrue seniority during the period of the layoff.

C. Employees who have been laid off shall be eligible for recall for a period of two (2) years or a period equal in length to their accumulated seniority with the School District, whichever period is greater, but in no case longer than five (5) years. Upon the expiration of the applicable time period, the laid-off employee shall not be subject to recall by the School District.

ARTICLE 6 – DISCIPLINE

An employee, and his/her Union representative, shall receive a copy of all written reprimands, warnings or complaints made against him/her, which are placed in his/her Human Resource file. The District shall investigate a complaint made against an employee, and give the employee the opportunity to respond in writing, before placing a complaint in the employee's personnel file. Upon the written request of the employee, said written warning, reprimand or complaint shall be removed from the employee's personnel file after three (3) years from the date thereof, subject to the following conditions:

1. In order to file a written request for the removal of reprimands, warnings or complaints from his/her Human Resources file, an employee must not have received a written reprimand, warning or complaint within the above three (3) year period.

2. Notwithstanding the above, reprimands, warnings or complaints against an employee involving the safety, medical and welfare of the employee, other employees and students shall not be eligible for removal from an employee's Human Resource file.

ARTICLE 7 – LEAVES OF ABSENCE

A. LEAVE OF ABSENCE

A leave of absence may be granted to any employee by the Board for reasons stated herein, subject to the following provisions:

1. **Reasons**

   A leave of absence may be granted to an employee in accordance with the provisions of this Article for the reasons stated herein and for the following length of time:

   a. For medical leave of absence for extended personal illness or medical disability for up to one (1) year.

   b. For family medical care for up to one (1) year.

   c. For personal business such as a promotional employment opportunity in public education, education, being elected or appointed to Union Office or position for up to one year.

   d. For active military service for up to the period of the active military service.

   e. For workers compensation disability for up to the period of the disability.

2. **Leave of Absence Request**

   Employees who have been ill or disabled and have exhausted their sick days shall apply for a medical leave of absence within thirty (30) calendar days. A physician's statement shall be submitted with the application for medical leave of absence indicating the nature of the illness, the medical reasons for the leave of absence and expected return date. Requests for all other types of leave of absence shall be made in writing to the Board. The Board shall consider an application for a leave of absence at its first Regular Meeting following submission of the application, provided it is submitted at least seven (7) work days prior to a Regular Meeting.

   Notwithstanding anything to the contrary, it is understood and agreed that for purposes of the Family Medical Leave Act (FMLA), employee paid sick/personal leave days must be used where applicable, and such paid leave days shall be counted and included in calculating the employee's entitlement for employer-paid medical insurance benefits. The period of entitlement to FMLA benefits shall be based on a rolling 12-month period.

3. **Pay and Medical and Vision Benefits**

   Leaves of absence (c, d, and e above) that are granted in accordance with this Article shall be without pay. Medical and vision benefits shall be granted to the extent provided under the Family Medical Leave Act (FMLA).

a. An employee on a leave of absence for personal illness or medical disability shall continue to receive medical and vision insurance coverage as provided under the law (FMLA). An employee on this type of leave shall have the option of continuing medical and vision insurance at group rates for up to one (1) year thereafter, subject to approval of the terms insurance companies. If coverage is extended during a medical leave of absence, the employee shall pay the full amount of the premium(s) for such coverage as they become due.

b. An employee on a leave of absence for family medical care shall continue to receive medical and vision insurance coverage in accordance with applicable law (FMLA). An employee on this type of leave of absence shall have the option of continuing medical and vision insurance at group rates for up to one (1) year thereafter, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premium(s) for such coverage as they become due.

c. An employee on a personal business leave of absence shall continue to receive medical and vision insurance coverage until the end of the month in which the leave becomes effective. An employee on this type of leave of absence shall have the option of continuing medical and vision insurance at group rates for up to one (1) year, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.

d. An employee on a leave of absence for being elected to union office shall have the option of continuing medical and vision insurance for up to one (1) year at group rates, subject to the approval of the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.

e. An employee on a leave of absence for workers compensation related disability shall continue to receive medical and vision insurance coverage on the same basis as if he/she were working for up to 180 calendar days over a period of one-year. The employee has the option of using fractional sick leave days to supplement Workers Compensation payments received to the extent necessary to generate the employee's normal rate of pay. The employee shall also have the option of continuing medical and vision insurance for up to one (1) year at group rates, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.

f. An employee on a leave of absence for military service shall be paid medical and optical benefits in accordance with governing federal law.

4. **Seniority**

During a leave of absence for family medical care, or personal illness or medical disability, or personal business, or union office, an employee shall accrue seniority

and retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

5. **Return to Work from Leave of Absence**
   An employee returning to work after a leave of absence shall notify the Board of the employee's intent to return and provide a medical release as soon as the medical release is available.

   An employee returning to work from a leave of absence for personal illness or medical disability shall submit a physician's statement indicating the employee's ability to return to work and perform employee's essential job duties (with or without restrictions).

   Any employee who, consistent with the Board's reasonable time requirements, fails to request an extension of the leave of absence or fails to return to work, or fails to provide the required physician's statement, shall be deemed to have resigned and the employee's employment with the school district shall be terminated.

   The employee's right to return to work shall be subject to the following:

   a. **Leave of Absence for Personal Illness or Medical Disability**
      An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal illness or medical disability and who has provided notice of intent to return, shall be entitled to return to the original position within the same building within his/her former classification and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

   b. **Leave of Absence for Family Medical Care**
      An employee who returns to work within 180 calendar days from the commencement date of a leave of absence for family medical care shall be entitled to return to the original position within the same building within his/her former classification and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

   c. **Leave of Absence for Personal Business or Being Appointed or Elected to a Union Office**
      An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal business or for being appointed or elected to a union office shall be entitled to return to the original position within the same building within his/her former classification and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

   d. **Leave of Absence for Worker's Compensation Disability**
      An employee who returns to work within one (1) year from the commencement date of a leave of absence from a workers compensation related disability shall be entitled to return to the employee's original position. Thereafter, the employee shall return to a position within his/her former classification for which

he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

e. **Leave of Absence for Military Service**
An employee who returns to work for military service shall be governed by "return to work" provisions of the federal law.

It is understood that the employee shall be paid at the appropriate rate of pay existing in the classification in which he/she is placed.

6. VACANCIES - MEDICAL LEAVE OF ABSENCE

After an employee is on a leave of absence in accordance with this provision, the employee's position shall be filled by posting within fourteen (14) work days and filled within twenty-one (21) work days by:

a. First, the transfer or promotion of a qualified bargaining unit member to fill the vacant position during the leave of absence as specified in Vacancies and Transfers.

b. Second, a temporary substitute or

If an employee on leave of absence fails to provide the notice set forth in Paragraph 5 above or fails to return from a leave of absence, the position shall be treated as a vacancy and filled in accordance with the Collective Bargaining Agreement.

7. **EXTENSION OF A LEAVE OF ABSENCE**

An employee on a leave of absence for personal illness or medical disability, or family medical care, may apply for not more than one extension of the leave of absence for a period not to exceed one (1) year, which may be granted solely within the Board's discretion. Upon expiration of the extension, the employee shall return to work, and no further extensions shall be granted. Written application for the extension shall be submitted to the Board at least thirty (30) calendar days prior to the expiration date of the leave of absence. An employee who returns to work at the expiration of the extension of a leave of absence for personal illness or medical disability or family medical care shall exercise seniority rights and bumping rights into the classification for which the employee is qualified and has seniority upon the expiration of the extension period. In the event an employee does not accept an assignment into a classification when offered by the Board at the completion of the extension period as herein provided, the employee shall be deemed to have resigned and to have terminated employment with the School District.

8. FALSIFICATION OF LEAVE OF ABSENCE

In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave which has not been approved by the Director of Human Resources (unless on a leave of absence for this purpose), the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

Employee's eligibility for a medical leave of absence or a temporary leave of absence shall be based on a minimum of one (1) year of continuous full-time or permanent part-time employment with the School District.

ARTICLE 8 - WORKER'S COMPENSATION

All employees who are injured in the performance of their duties for the Board shall be compensated as provided by the Michigan Worker's Compensation Act. The Board agrees to pay the difference between the amount an employee receives under the Michigan Worker's Compensation Act and his/her regular salary, not to exceed the number of the employee's accumulated leave days. An employee's leave day accumulation shall be charged for the amount of time necessary to make up the above difference on a pro rata basis.

An employee returning to work from a worker's compensation disability leave shall submit a physician's statement indicating the employee's ability to return to work and perform employee's regular work duties.

ARTICLE 9 – DEATH BENEFIT AND RESIGNATION

A. DEATH BENEFIT

In all cases where an employee's service to the District is terminated by death, his or her heirs or personal representative shall be paid a sum of money to be determined in accordance with sick leave payout.

B. RESIGNATION

1. Any employee resigning his/her employment must give two (2) weeks notice, if possible in writing to his/her immediate supervisor and to the Board of Education. When possible more notice will be given.

2. Any employee resigning his/her employment with the School District shall be entitled to vacation pay for all accrued vacation days. An employee involuntarily terminated will not be paid for any unused vacation days.

3. Any employee who voluntarily resigns his/her employment shall be considered a new employee, if rehired.

ARTICLE 10 – CLASSIFICATION AND RECLASSIFICATION

In the event the School District creates a new classification, or permanently, substantially and materially changes, alters or revises an existing job description, the parties shall meet to determine whether the new classification or revised classification should be included or excluded from the bargaining unit. If the parties cannot agree, then the question may be submitted to the employment relations commission for determination.

If the new classification or revised classification is determined to be in the bargaining unit, the Director of Human Resources shall assign the classification to a pay rate. Notice shall be given to the Union. In the absence of any objection from the Union, within ten (10)

working days of such notice, the classification and the rate of pay shall be submitted to the Board for approval. In the event of an objection, the parties shall meet and negotiate for a suitable pay rate for the classification. The new or revised classification may be implemented and filled pending resolution of the above matters at the pay rate proposed by the District. Should a higher rate be negotiated, such higher rate shall be paid retroactively to the date the position was filled. Establishment of a suitable wage rate shall not be subject to arbitration.

JOB DESCRIPTIONS

The District will provide the Union with a copy of all job descriptions. If the District makes material changes to a job description, it will give the Union advance notice thereof, and an opportunity to discuss the change prior to implementation; provided, no grievance or arbitration award concerning a violation of this subsection may be used to delay or block a change to a job description and implementation of that change.

ARTICLE 11 - VACANCIES AND TRANSFERS

A. VACANCIES

1. **Definition**

   Vacancies shall be defined to include

   a) new positions;
   b) promotional positions; and,
   c) vacant positions within the bargaining unit, which have not been terminated or eliminated by the Board.

   Vacancies shall further be defined to exclude lateral transfers of existing employees within the same classification and the same job level and shall also exclude the reassignment of existing employees to entry level openings.

2. **Posting of Vacancies**

   The Board shall give written notice to the President and Chapter Chairperson of vacancies as defined above. Sufficient copies of the notice shall be provided for posting in each building within the School District. The notice shall include any requirements for applicants and shall be at least seven (7) workdays prior to the filling of the vacancy. The President and Chapter Chairperson shall sign a receipt or otherwise acknowledge by electronic confirmation that he/she has received the above notices for posting. Employees shall apply for the vacancy within the said seven (7) work day period. Except in extenuating circumstances, the Director of Human Resources or his/her designee shall notify the President and Chapter Chairperson within ten (10) work days from the date a vacancy is posted as to the disposition of the posted vacancy. Inquiries regarding the location of a posted vacancy may be made by the Director of Food Service. Except in extenuating circumstances, the successful candidate shall be placed in the vacancy within thirty (30) calendar days after the original posting date.

3. **Filling of Vacancies**

   a. In filling vacancies as defined above, the Board shall first consider seniority, qualifications and records of the employees presently employed by the district.

b. If a vacancy is filled which is considered a promotion, the employee granted the promotions have a fifteen (15) work days trial period to determine:
    1. His/her desire to remain on the job.
    2. His/her ability to perform the job.

During the trial period the employee shall receive the rate of pay for the job he/she is performing. The employee shall have the right to revert to his/her former position within the same building classification if he/she so desires during the trial period.

The Board shall have the right to revert the employee to his/her former position within the same building of the classification in the event the employee is unsatisfactory.

4. **Non-Bargaining Unit Promotion**
In the event an employee covered by the terms of this Agreement is promoted to a non bargaining unit position and remains in that position for more than sixty (60) consecutive days, he/she shall lose his/her seniority accrued as a member of the bargaining unit.

B. TRANSFERS

1. **Unrequested Transfers**
Prior to an employee being transferred within the School District, the employee, upon written request, shall have a personal conference with the Director of Human Resources at which a Union Representative and/or International or Council Representative shall be present. Following the conference, the employee shall, upon written request, receive written reason for the transfer. Unrequested transfers shall be made in the Board's sole discretion.

2. **Temporary Transfers**
The Board and the Union recognize the necessity to make temporary transfers to promote efficiency or to meet emergencies and agree that a transfer of this type shall last only as long as the emergency exists or until the vacancy has been permanently filled, subject to the following provisions:

    a. Temporary transfers to a vacancy caused by illness or disability of an employee shall not exceed one hundred eighty (180) calendar days.

    b. All other temporary transfers shall not exceed sixty (60) calendar days.

    c. This provision does not obligate the Board to fill vacancies, and any such vacant position may be terminated or eliminated by the Board upon notification to the Union at the expiration of temporary transfer.

ARTICLE 12 - TEMPORARY VACANCIES

When a position becomes temporarily vacant due to an employee absence for three (3) or more days or the District knows that a position will be vacant for the three (3) or more days and the District has sufficient notice of the absence (more than twenty-four (24) hours

before the start of the employee's starting time), the District shall follow the following procedure to fill the temporary vacancy.

1. First, the District shall call the first qualified employee on the applicable temporary vacancy rotational list to fill the position.

2. If the first employee on the list is not available, the District shall call the second employee on the list.

3. If the second employee on the list is not available, the District shall call the third employee on the list.

4. If the third employee on the list is not available, then the District shall fill the temporary vacancy with a substitute employee.

5. A temporary vacancy that results from an employee being called from the temporary vacancy rotational list to fill in for another position shall be filled by a substitute employee.

The District shall not be required to fill more than three temporary vacancies in this manner on any one day. In no event shall the District be required to make more than three phone calls per classification per day in implementing this section. An employee (other than a substitute) who fills a temporary vacancy in accordance with the procedure above shall remain in that position for the duration of the vacancy, unless the vacancy goes on for a period of one month (i.e., twenty (20) working days). In this event, the opportunity to fill the vacancy shall be offered to the most senior eligible employee.

It is understood that an employee will be called in under this provision only to a higher-paying classification, or to the same classification only if the increase in time is one or more hours in a day. This provision shall not apply to the elementary server position, as those positions will continue to be filled by substitute employees.

Employees shall sign up on the temporary vacancy rotational lists at the beginning of each year. The lists shall be maintained by the District, and shall be rotated first on the basis of seniority and thereafter on the basis of hours (in case of a tie, seniority shall prevail). If an employee on a temporary vacancy list is called and refuses the temporary vacancy opportunity three times in a school year, except in extenuating circumstances, the employee's name shall be removed from all temporary rotational lists. The Director and Union shall agree in advance as to which employees are qualified to fill which temporary vacancy positions; if they cannot agree, the Director of Human Resources shall make the determination. If the District makes mistakes in calling employees or maintaining the temporary vacancy rotational lists, the mistake shall be rectified through future opportunities.

If there are problems in implementing the provisions in this section, the dispute shall be resolved through a meeting of representatives of the District and Union. If the dispute is not resolved through such meetings, the parties may resort to the grievance procedure.

Signup sheets for the following temporary positions will be available at the "Back to School" meeting:

- Temporary Vacancies Helper
- Temporary Vacancies Cook/Baker
- Temporary Vacancies Truck/Driver
- Temporary Vacancies Hot Server / Cold Server
- Catering
- Extra Hours

ARTICLE 13 - HOURS OF WORK AND OVERTIME

A. REGULAR HOURS

The regular hours, which an employee works, shall be determined by the employee's immediate supervisor.

If the District intends to make a long-term change (more than two weeks) in the regular-scheduled working hours of any position of one-half hour or more, it will notify the Union and provide an opportunity to discuss the change.

B. EXTRA HOURS

During the school year there are several occasions aside from banquets in which additional employees are needed to complete a task (examples are box lunches, special menus, etc.). These tasks may be varied in nature, may involve split shifts, may involve working at another site, be assigned at short notice, and may differ in skill levels. Assignments will be rotated from this list. Every reasonable effort will be made to give as much advanced notice as possible when extra hours are available and the district will try to match work schedules with assignments, if possible, while trying to be fair in consideration to all those who wish to work. A list will be sent out to each school to confirm those who signed up. Extra-hours assignments shall be given to those employees who signed up on a seniority / rotational basis (i.e., first on the basis of seniority, then by low hours; in case of a tie, seniority shall prevail). The District shall maintain the seniority / rotational list. Employees who sign up for the extra hours assignment must work the assignment if called, unless there are extenuating circumstances, and the failure to do so may result in exclusion from future opportunities, in the Board's sole discretion.

C. OVERTIME HOURS

Any hours worked after forty (40) hours in one (1) week shall be compensated for at the rate of one and one-half (1-½) times the regular hourly rate.

D. CALL-IN PAY

Employees who are called in to work before or after their regular shift shall receive a maximum of two (2) hours pay for two (2) hours or less work, subject to the following:

1. Call-in pay shall not apply to the extension of the of the employee's normal shift, nor shall it apply when an employee is required to report to work two (2) or less hours prior to the beginning of a shift (in which case the employee shall be paid for the actual time worked, and call-in pay is not applicable); and

2. Employees may be assigned work for the entire two (2) hour call-in period. If the employee is not assigned to work the entire two (2) hours, the employee may leave

work upon the completion of the call-in assignment and shall receive the two (2) hours call-in pay.

E. CATERING

The District shall maintain and post the catering hours list, and the District shall assign employees, other than the Head Cook and Head Baker, to work catering events in accordance with the District's needs. Food Service employees shall be paid one and one-half (1½) times their regular hourly rate for catering events and Board dinner occurring outside of the regular working day. Catering scheduled to be longer than five (5) hours shall be divided into two (2) shifts. Employees shall have the option to work both shifts. If circumstances exist where all food service employees refuse or are working, substitute employees shall be asked to work.

F. SUBSTITUTE EMPLOYMENT

Interested employees of the Food Service Division may apply for vacant positions on the Maintenance Division's substitute employee list, to be considered along with other applicants for such vacant positions as long as the employee is available to work without interfering with his/her usual duties and as long as such work can be performed without having to be "combined" with the employee's regular hours for overtime calculation purposes under the Fair Labor Standards Act. Assignment of a Food Service employee to substitute duties will be at the same rate of pay, terms and conditions of employment as are applicable to other substitute employees on the list.

G. SCHOOL CLOSING DUE TO WEATHER OR OTHER REASONS BEYOND THE DISTRICTS CONTROL

On a day school is cancelled:

The District will provide compensation for the equivalent of the first five (5) occurrences of school being cancelled.

Beginning the sixth occurrence of school being cancelled, and for each occurrence thereafter, all members will be compensated by using a sick day if available, if not available, a vacation day if available and if no sick or vacation days are available the member will be docked for the occurrence.

If the state requires a school cancellation day to be rescheduled as a make-up day for students, and if such rescheduling results in an extension of the employees' regular work year, bargaining unit members shall work such days and at no additional compensation. Additionally, the previously deducted sick or vacation day will be restored to their appropriate bank. If the member was docked an additional occurrence of school being cancelled after the first five (5) and works the days rescheduled, they will be compensated for those days. If any employee is required to work on a school closure day, they will receive compensation equal to time and a half their normal hourly rate.

ARTICLE 14 – INSURANCES

A. MEDICAL INSURANCE - All employees covered by this Agreement shall be eligible to receive medical insurance plan benefits if they are not eligible to be covered by another plan. Employees shall certify this fact in writing upon request; failure to do so shall mean the employee is not eligible for such coverage, as follows:

Employees hired before March 23, 2009 may elect coverage your themselves, spouse and dependents and may choose either:

1. Blue Cross / Blue Shield PPO
2. Blue Care Network HMO 10 Core
3. Blue Care Network HMO 10 Buy-up
4. Blue Cross Blue Shield Simply Blue HAS 6350 Bronze Plan

Employees hired after March 23, 2009, are eligible for single only coverage.

Employees may choose either:

1. Blue Cross / Blue Shield PPO
2. Blue Care Network HMO 10 Core
3. Blue Care Network HMO 10 Buy-up

Employees hired after March 23, 2009, are eligible for single and dependent coverage and may choose:

1. Blue Cross Blue Shield Simply Blue HAS 6350 Bronze Plan

Employees taking such coverage shall pay, as decided by the Board in compliance with current law, the applicable monthly premium cost. New members shall be eligible for coverage from the first day of work. The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent.

B. DENTAL INSURANCE - Employees can purchase Dental Insurance coverage. The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent.

C. VISION INSURANCE - The Board agrees to provide a group vision program for the employee, spouse and dependents (if hired after March 23, 2009 are eligible for single coverage only), and employees taking such coverage shall pay ten percent (10%) of the monthly premium cost. Further, all employees working less than full-time (i.e., less than 40 hours per week) shall pay ten percent (10%) plus a pro-rata share of the remaining monthly cost. New members shall be eligible for coverage from the first day of following month. The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent.

D. LIFE INSURANCE AND ACCIDENTIAL DEATH AND DISMEMBERMENT (AD&D) - The Board agrees to provide and pay the full cost of a group life and AD&D insurance policy in the face amount of Fifteen Thousand ($15,000) Dollars per employee. New

members shall be eligible for coverage from the first day of following month. The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent.

E. FLEXIBLE SPENDING ACCOUNTS - The District agrees to provide a voluntary enrollment in Flexible Spending Accounts, providing all bargaining unit members an opportunity to pay for medical expenses not covered by insurance and/or childcare expenses with pre-tax dollars. New members shall be eligible for coverage from the first day of following month. The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent.

F. BENEFIT PLAN INFORMATION – All benefit plan information will be provided during open enrollment each year and also posted on the District Website.

G. CONTINUITY OF COVERAGE - The Board's contributions shall continue for twelve (12) full months, except as otherwise provided herein.

H. EMPLOYEE CONTRIBUTIONS - All employee contributions toward benefits shall be in pre-tax dollars.

I. COST SHARING CALCULATION – All employee cost sharing calculations are prorated based on the employees FTE (Full Time Equivalent) status.

ARTICLE 15 - LEAVE DAYS

A. PERSONAL ILLNESS DAYS

Each employee shall be entitled to six (6) personal illness days per year. "Personal illness" shall constitute a medical/health condition of the employee, spouse, child, or legal dependent that impairs the ability to function in a reasonably normal manner and meet his/her daily routines and requirements. Unused personal illness days may accumulate from year to year to a maximum of forty-eight (48); thereafter, accumulated personal illness days must be redeemed. At the end of each school year unused personal illness days may be redeemed at the rate of $25.00 per unused personal illness day. Employees will provide as much advance notice to the employee's supervisor as possible for use of a personal illness day in order that appropriate arrangements can be made for a substitute.

B. PERSONAL BUSINESS DAY

Each employee shall be entitled to one (1) personal business day per year, for reasons of personal business. "Personal business" shall constitute events, appointment, or obligations of a business or family nature that cannot be accommodated or scheduled at a time outside the regular workday. Personal Business leave days shall not accumulate from year to year.

C. BEREAVEMENT DAYS

Employees shall be granted up to five (5) workdays without loss of pay or use of personal business days related to a death in the employee's or his or her spouse's (which shall include significant other / life partner) immediate family (spouse, child(ren), parent, brother, sister, stepparents, daughter-in-law, son-in-law, half-brother, half-

sister, grandmother, grandfather, grandchildren), or other relative residing in the employee's household. Documentation of the death of a family member must be provided if requested by the Director of Human Resources.

D. JURY DUTY

In the event an employee is called to serve on jury duty during the employee's work year, the employee shall be paid their daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse his/her jury duty paycheck to the School District and shall receive his/her regular pay.

ARTICLE 16 – HOLIDAYS

All employees who have worked the full, regularly scheduled, straight-time workday immediately preceding and immediately subsequent to the following holidays, and who would otherwise have been scheduled to work on said day if it had not been observed as a holiday, shall be paid at their regular hourly rate based upon their normally scheduled number of hours for a regular work day for:

1. Labor Day
2. Thanksgiving Day
3. Friday after Thanksgiving Day
4. Christmas Eve
5. Christmas Day
6. New Year's Eve
7. New Year's Day
8. Good Friday
9. Memorial Day
10. Independence Day

The Monday following Easter Sunday shall be granted as a paid holiday, provided school is not in session on that day. In the event school is in session on that day, the holiday shall be scheduled to another day, which does not conflict with the school schedule.

If an employee is required to work on any of the above holidays he/she will receive his/her holiday pay, plus double time for all hours worked.

ARTICLE 17 - VACATION DAYS

A. All employees covered by this agreement shall earn paid vacation days per fiscal year (July - June) to be used in the following fiscal year (July - June) in accordance with the schedule below:

   1. Twelve month employees – ten (10) days per year
   2. Less than twelve-month employees – five (5) days per year

B. It is understood and agreed that compensation for vacation days, shall be prorated based on their FTE (Full Time Equivalent) for the prior year. (i.e. a four (4) hour employee shall receive vacation day pay in the amount of four (4) hours).

C. The amount of an employee's vacation pay each fiscal year shall be determined by the previous fiscal year work schedule (excluding overtime).

D. Less than twelve month employees may only use vacation days to supplement mandatory school recess periods (i.e., days between Christmas and New Year's, spring break, etc.), provided the employee so notifies the Supervisor of their selected days.

E. For both twelve month and less than twelve month employees, unused vacation hours for the current year will be paid at the hourly rate in place on June 15 and paid no later than July 15 for each employee. Vacation hours for the following year will be credited on July 1. Unused vacation days usable in a fiscal year do not rollover to the following year.

F. All vacation requests must be made in writing at least one (1) month prior to taking the time off and are subject to the approval of the Director of Food Service.

G. Sick Leave Days (Article 15A) shall not be used for purposes of vacation.

H. The District will not approve unpaid time off.

ARTICLE 18 - LONGEVITY

Food service employees shall be paid longevity in accordance with the following table:

5-10 years of service	$.25¢ per hour
10-15 years of service	$.31¢ per hour
15 or more years of service	$.35¢ per hour

The above amounts shall not be cumulative.

ARTICLE 19 - UNIFORM ALLOWANCE

Each employee covered by the terms of this Agreement shall receive $200.00 annually from the Board as a Uniform Allowance, and the Truck Driver shall receive an additional $60.00 annually from the Board as a Uniform Allowance. (Tuxedo shirts shall be reimbursed separately). In the event an employee does not complete the full school year, the employee shall refund to the Board a pro rata portion of the Uniform Allowance, determined on a monthly basis, which the Board may deduct from the employee's final pay.

Uniform allowances are pro-rated for employees not working the full school year.

ARTICLE 20- REIMBURSEMENT FOR LICENSES AND ROUTINE MEDICAL TESTS

Upon presentation of a paid receipt, the Board shall reimburse employees for the cost of all licenses, certifications, schooling, and all routine medical tests (Hepatitis B), except

tuberculosis tests, that are required for commercial driver's licenses, and other similar licenses required for continued employment by the School District. The District shall not be required to pay for more than two (2) tests for a CDL license for the same period of time, in case an employee fails the necessary tests. Physicals obtained at the District's clinic shall be at the District's expense. The District shall reimburse an employee for the cost of a physical by physicians other than those provided by the clinic up to a maximum of the charges made by the clinic for such physical examination. If an employee severs employment with the District prior to the expiration of any license for which the District has reimbursed the employee, then the employee shall re-pay the District on a pro rata basis depending on how many months before the license expires. Payment required hereunder may be deducted from any final pay due the employee.

ARTICLE 21 - STATE RETIREMENT CONTRIBUTION

The Board agrees to pay the employees' state retirement contribution to the Michigan Public School Employee Retirement System (MPSERS).

ARTICLE 22 - MISCELLANEOUS PROVISIONS

A. STUDENT WORKERS

The Board, in its sole discretion, may utilize and employ student employees for cafeteria work whenever it deems necessary, except student workers will not be used to supplant regular food service employees.

B. WORKING IN A HIGHER CLASSIFICATION

Any food service employee who works one (1) hour or more in a higher classification shall receive the rate of pay for the higher classification for the hours worked in such classification.

C. FIRST AID KITS:

The District agrees to maintain First Aid kits in all buildings and to replenish them as needed. The Food Service leader or Elementary Server in a building shall contact the Head Custodian in the building in the event the First Aid kit needs to be replenished.

D. EXTRA HELP

In the event that an Elementary Hot Server believes that extra help is needed in his/her building, she shall notify the Elementary Food Service Supervisor, who shall consider the request and review the matter.

E. TRAINING

Upon approval of the Director of Food Service or their designee as appropriate, training may be scheduled for all employees or a group of employees for a designated purpose related to the duties and responsibilities of the involved employees. Employees who are approved for training during their regularly scheduled workday shall be released from regular duties without loss of pay. The fee for the cost of training approved by the School District shall be paid for by the School District. The decision of the administration to approve or disapprove a request for training shall be final and not subject to the grievance procedure. The August meeting for both transportation and

food service shall be considered training for pay purposes. The employee shall be paid his/her regular hourly rate while attending any and all required classes or training.

F. GENDER

All pronouns used herein shall be deemed to apply to both the feminine and masculine gender.

ARTICLE 23 – SEVERABILITY

In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provision shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

ARTICLE 24 – SUCCESSOR AND DURATION OF AGREEMENT

A. SUCCESSOR

To the extent permitted by law, this agreement shall be binding upon the Employer's successor, assignee, or transfer, whether such succession, assignment or transfer be effected voluntary or by the operation of law; and in the event the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

B. DURATION OF AGREEMENT

This agreement shall continue in effect for a period of one (1) year, commencing July 1, 2026, and ending June 30, 2027.

ARTICLE 25 – ENTIRE AGREEMENT

This agreement is the entire agreement between the parties. The parties acknowledge that, during negotiations for this agreement, each party had the opportunity to fully bargain over wages, hours, and other terms or conditions of employment.

ARTICLE 25 - SALARY SCHEDULES

July 1, 2026 – June 30, 2027

3.0% Wage Increase

CLASSIFICATION	PER HOUR RATE	
	First Year	After 1 Year
Cooks	$20.30	$21.27
Bakers	$19.81	$20.68
Truck Drivers	$17.99	$18.78
Leaders	$17.74	$18.61
Helpers	$16.61	$17.29
Hot Server	$16.61	$17.29

The following position within the Helper classification shall receive the following wage premium in addition to the Helper rate:

High School Dishwashing Position - $1.00/ per hour

The parties agree to continue working on language not already agree to with possible letters of agreements or addendums to the contract language.

The parties agree to a financial re-opener - if the foundation allowance for per pupil funding is over $10,500/student in the final state budget for the 2026-2027 fiscal year, will open contact for financials

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT

_____
Scott Wallace, President

_____
Kathleen Moco, Secretary

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MICHIGAN COUNCIL #925 AND ITS AFFILIATE LOCAL #3846 SUB CHAPTER 14, FOOD SERVICE, AFL-CIO

_____
June Thomas, Council 925 Staff Representative

_____
Robert Mellar, Local President

_____
Crystal Emmons, Chapter Chair

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT

Scott Wallace, President

Kathleen Moco, Secretary

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MICHIGAN COUNCIL #925 AND ITS AFFILIATE LOCAL #3846 SUB CHAPTER 14, FOOD SERVICE, AFL-CIO

June Thomas, Council 925 Staff Representative

Robert Mellar, Local President

Crystal Emmons, Chapter Chair