

AGREEMENT

Between

SPRINGPORT PUBLIC SCHOOLS

BOARD OF EDUCATION & THE

FOOD SERVICE UNIT

300 W Main Street

PO Box 100

Springport, Michigan 49284

August 28, 2014- June 30, 2016

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to ensure true bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

BARGAINING RIGHTS CHECK-OFF

Section 1. Recognition

(a) The Board hereby recognizes the Food Service workers elected leadership as Exclusive bargaining agent of the employees covered by this Agreement for the purpose of Collective bargaining with respect to rates of pay, wages, hours of employment, and other Conditions of employment.

(b) The term "**employee**", as used herein, shall include all Food Service Workers including Head Cook, Food Preparation and Server, but excluding substitutes, on-call employees, supervisors, and all other employees of the Board.

(c) All references herein to the male pronoun shall include both male and female employees.

ARTICLE III

NON-DISCRIMINATION

The Board and the Food Service Unit both recognize their responsibilities under Federal, State and local laws pertaining to Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to unlawfully discriminate against any person or persons on account of race, creed, color, religion, sex, age, national origin, marital status, or disability. Any alleged discrimination may be processed as a grievance through the steps, up to and including the Board level, but shall not be subject to arbitration. This Article shall not negate the employees' rights as provided in the Civil Rights Act.

ARTICLE IV

RIGHTS OF THE BOARD OF EDUCATION

(a) It is expressly agreed that all rights which ordinarily vest in, and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board,

Shall continue to vest exclusively in, and be exercised exclusively by the Board, without prior negotiations with the food service employees as to the taking of action under such rights, or with Respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the right to:

1. Manage and control its business, its equipment, and its operation, and to direct the working forces and affairs of the School District.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign the work force, and to lay-off employees, but not in conflict with the provisions of this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations, and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and locations or relocations of its facilities, including the establishment or relocation of new schools, buildings, bus routes, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, productions, service, maintenance, or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

(b) The matters contained in this Agreement, and/or the exercise of any such rights of the Board, are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE V

REPRESENTATION

(a) The employees shall be represented by elected representation who shall be chosen or selected in a manner determined by the Food Service Staff.

ARTICLE VI

SAFETY

PRACTICES

(a) The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, as stipulated and provided for by the law in the State of Michigan.

(b) The employees will be expected to notify the Board, in writing, of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board, upon notification of an alleged unsafe condition, shall investigate such condition, and shall be expected to make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. The right to contract or

subcontract shall not be used for the purpose of undermining the food service employees nor to discriminate against any of its members.

ARTICLE IX

DISCIPLINE OF STUDENTS

Food Service employees shall discipline students working in the kitchen for their misbehavior, and shall assist in the correction of any misconduct of students in the serving line and in the immediate proximity of the serving stations.

ARTICLE X

SENIORITY

Section 1.

A Food Service Employee, after being assigned a regular position, shall be on a probationary status for fifty (50) work days, taken from and including the first (1st) day of employment.

If at any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Board without appeal. Probationary employees who are absent during the probationary period shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.

Section 2.

After satisfactory completion of the probationary period, the employee will be placed on the seniority list, and seniority and all matters pertaining to benefits, shall be retroactive to the date of hire, as a food service employee.

Section 3.

Employees shall be laid off, recalled or demoted according to their seniority in the classification, and then within their department, and any employee must be considered qualified by the supervisor to perform the duties of an available position. Any upgraded assignment made, pursuant to this section, shall be considered probationary for a period of thirty (30) working days, and will become permanent if the work is satisfactory.

Section 4.

An employee will lose his seniority for the following reasons:

1. He is discharged;
2. He resigns;
3. He does not return to work upon being recalled from lay-off in three (3) consecutive days.

Section 5.

An employee promoted to a supervisory position shall have ninety (90) calendar days probation. If the employee is deemed unsatisfactory, or if he/she wishes to vacate his supervisory position, he/she may return to their previous position in the bargaining unit with full accumulated seniority at any time, up to the expiration of the ninety (90) calendar days.

Section 6.

An agreed-to seniority list shall be furnished to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain date of hire and date of obtaining seniority, which shall be on the date he obtains regular employment status, and the employee's classification. Seniority in classification shall be as of the date of entry into the classification.

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURES

(a) Notice of all permanent vacancies and newly created food service positions shall be posted on employee bulletin boards within fourteen (14) calendar days from the date of the vacancy, and the employees shall be given five (5) working days time from the date of the posting in which to make application to fill the vacant or newly created bus run.

ARTICLE XII

DISCIPLINE/DISCHARGE

Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the elected leadership. The employee has the right to defend himself against any and all charges. Among the causes which shall be dismissal, suspension or other disciplinary action, at the option of the Board, are the following, by way of illustration and not limitation: being in possession, or under the influence of drugs or alcoholic beverages while working; dishonesty; insubordination; unsatisfactory work performance; taking an unauthorized leave of absence; absent for three (3) consecutive working days without notifying the Board; violation of Board rules; or repeated tardiness or absenteeism.

It shall be the Board's right to suspend a Food Service without pay up to three (3) days for any breach of discipline as determined by the Board or designated agent. This provision shall not limit the employee's right to file a grievance if such action is taken.

ARTICLE XIII

LEAVES OF ABSENCE

Section 1. Paid Leaves

(a) Sick Leave

1. Each employee covered by this Agreement will be entitled to sick leave accumulated individually at the rate of ten (10) days per year, with a maximum of ninety (90) days accumulation. If hired after the beginning of the year, sick leave days will be given on the basis of one (1) day per month of employment.

2. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, mental or optical examination or treatment, if unable to obtain same during non-scheduled working hours. Accrued sick leave limited to one (1) day per occurrence, and two (2) days per year, shall be granted for serious illness of the employee's spouse, children, or parents requiring the presence of the employee. Additional accrued sick days may be used for serious family emergencies involving the employee's spouse, children, parents, or significant other person, with the prior approval of the Superintendent or his designee. If abuse of sick leave is suspected, the Board may require proof of illness, starting with the first day of the illness, which may include requiring the employee to present a doctor's certificate verifying the nature of the illness preventing the employee from working, provided the request for a doctor's certificate is made at such time as will reasonably allow the employee to obtain verification. The Board may also require certification by a doctor that it is permissible for the employee to return to work following the illness.

3. Records of sick leave accumulated and taken shall be furnished to the employee on or about the first of each year.

4. An employee shall receive one-half (1/2) day's pay for each unused sick leave day, up to a maximum of fifty (50) accumulated days, upon retirement, under the provisions of the Michigan Public School Employees' Retirement Regulations, and after a minimum of five (5) years of employment by the Employer.

5. An employee moving from part-time to full-time employment, or from full-time to part-time employment, shall have accumulated sick days adjusted to reflect an unchanged liability on the part of the District.

(b) Funeral Leave

Each employee shall be granted up to three (3) working days off with pay for a death of the employee's spouse, children, parents, or parents of the employee's spouse, grandparents, grandchildren, brother or sister, step-children or step-parents, brother or sister in-law, and members of the employees household. Two additional days may also be taken if needed from the employee's sick bank. Additional time off with pay, and deductible from sick leave or emergency business leave dependent on the reason for the extension, can be granted by the Employer, providing the employee can document to the Employer the need for additional time.

(c) Personal Business Leave

Employees shall be granted up to two (2) days per year for emergency business that cannot be conducted outside the employee's normal working hours. The unused days to be accumulated as sick leave. Employees shall make application orally or in writing to the Superintendent or designee, and state the reason for the request thereon at least two (2) days in advance of the expected absence, unless it is impossible to do so, in which event, the employee shall give as much advance notice as possible. An employee be charged a full day for any portion of a day taken as a personal day. Two personal days may be used for "Act of God Days" should the employee so choose.

Section 2. Unpaid Leaves

(a) An employee who, because of illness or accident which is not compensable under the Worker's Compensation Law, is physically unable to report for work, and has exhausted all means of compensation from the Board, shall be granted a leave of absence for a period of time which shall not exceed twelve (12) months. A further leave may be granted at the discretion of the Board, provided the employee promptly notifies the Board of the necessity for such extension, and provided further, that the employee supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, and for the continuance of such absence when the same is requested by the Board.

(b) Leaves of absence may be granted at the option of the Board for physical or mental illness, or prolonged serious illness in the immediate family, which includes husband, wife, children or parents living in the same house.

(c) Leaves of absence shall be granted at the option of the Board for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(d) The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Except as required by the Act, the employee on an unpaid leave shall not be eligible for any fringe benefits. Where leave is taken because of birth, adoption or foster placement under the Family and Medical Leave Act, an eligible employee shall give not less than thirty (30) days advance notice whenever possible.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(f) Leaves of absence will be granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserves, for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

(g) All reasons for leaves of absence shall be in writing stating the reason for the request, and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Union.

(h) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and he/she shall not accumulate seniority during his leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

(i) An employee hired specifically to fill a designated position from which an employee is on leave shall not become a part of the bargaining unit.

(j) Fraudulent application for a leave, or improper use of leave, will result in immediate dismissal.

ARTICLE XIV

HOLIDAYS

(a) The Board shall pay the normal day's pay for the following holidays for each regular worker covered by this Agreement, even though no work is performed by the employee: Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, One (1) Day during Spring Break, as scheduled by the Board, and Memorial Day.

(b) If an employee is on sick leave on any of the above named holidays, that sick leave day shall not be deducted from the employee's individual sick leave bank.

(c) Employees off sick on the day before or the day after the holiday may, at the discretion of the Board, be required to submit medical proof of illness to the Employer to receive holiday pay.

(d) To be eligible for holiday pay, the employee must work the last scheduled work day before, and first scheduled work day after the holiday. The last scheduled work day could be a day of leave or a sick day if approved. Holiday pay for Head Cook and Cook shall be based on the average number of hours per day for each position for the first fifteen (15) scheduled meal days of the school year.

ARTICLE XV

GRIEVANCE PROCEDURE

Definitions:

Section 1.

A grievance shall be an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.

Section 2.

The time elements in the Steps can be shortened or extended upon mutual agreement. Working days shall be those days when school is in session, Monday through Friday.

Section 3.

A grievance concerning alleged safety hazards or termination may be processed directly to Step Two of the Grievance Procedure.

Section 4.

A grievance shall state:

1. Who is affected;
2. What happened;
3. When it happened;
4. What specific part(s) of the Contract is alleged to have been violated;
5. What specific remedy is requested.

Section 5.

Any employee grievance or Unit grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Unit, as the case may be, to know prior to that date that there were grounds for such a claim, shall not thereafter be considered a grievance under this Agreement.

Step One

(a) Any employee having a grievance shall discuss the grievance informally with the immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the representative to discuss the grievance.

Step Two

(a) Within two (2) working days of the oral discussion with the supervisor, the representative may then submit the grievance in writing to the Superintendent or designee stating the remedy or connection requested, plus the facts upon which the grievance is based, and the alleged Contract violation. The employee and the representative shall sign the grievance.

(b) The Superintendent of Schools or his designee shall meet with the representative and the grievant at a time mutually agreeable to them, but not later than ten (10) working days following receipt of the appeal.

(c) The Superintendent of Schools or his designee shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the representative.

Step Three

(a) If the decision of the Superintendent of Schools or his designee is unsatisfactory, an appeal must be presented in writing within five (5) working days of receipt of the decision of the Superintendent of Schools or his designee, to the Board of Education.

(b) The written appeal must state the reasons why the decision of the Superintendent of Schools or his designee was unsatisfactory.

(c) The Board of Education shall meet with an elected and the grievant at a time mutually agreeable to them, but no later than twenty (20) working days from the date of the receipt of the appeal.

(d) The Board of Education shall give a decision in writing relative to the grievance within five (5) working days of the meeting in Step Three (c).

Step Four

(a) If the Unit is not satisfied with the disposition of the grievance by the Board of Education, then within ten (10) calendar days from the date of receipt of the decision rendered by the Board of Education, the grievance must be submitted to arbitration, or the grievance shall be deemed resolved on the basis of the Board of Education's disposition.

(b) The Unit shall request the American Arbitration Association to submit a list of nine (9) persons. The Representative of the Unit shall strike a name first, and thereafter each party shall alternately eliminate one (1) name until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.

(c) The arbitrator, the Food Service Unit or the Board may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they call.

(e) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties here to.

(f) The fees and expenses of the arbitrator shall be borne by the losing party. In the event there is no clear decision rendered, then both parties will share the fees and expenses equally.

(g) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing.

(h) The decision of the arbitrator, if within Step Four (e), shall be final and conclusive and binding upon all employees, the Board and the Unit.

ARTICLE XVI

WORK HOURS AND ASSIGNMENTS

Section 1.

- (a) The normal regularly scheduled work week shall consist of forty (40) hours, beginning Monday a.m. and ending Friday p.m.
- (b) The normal regularly scheduled work day for food service employees shall be the regular scheduled daily hours. The Board has the right to adjust the daily scheduled hours up or down to meet the needs of the job, but the employee must be notified ten (10) working days in advance.
- (c) Extra hours of work will be made available to all bargaining unit personnel through a seniority rotation system as follows:

When overtime is worked, employees shall rotate by seniority. Overtime work will be offered to all member of the food service unit. Provided the employee has the necessary qualification for the work to be performed during the overtime assignment. For overtime rotation purposes, employees declining overtime assignments shall be considered as having worked the overtime.

Section 2. Reporting Pay

Any employee called to work or permitted to come to work without having been properly notified by no later than thirty (30) minutes prior to the time he/she is scheduled to begin work, or who has not been notified that there is less than the normally scheduled work, shall receive, in such instances, a minimum payment of one (1) hour's pay. Proper notification will include, but not be limited to; announcements made on radio stations and shall include a telephone call to the residence of the employee.

ARTICLE XVII

REST PERIODS

Each employee covered by this agreement shall be entitled to a fifteen (15) minute rest period each four (4) hours worked, to be taken at a time when it does not interfere with the hot lunch or breakfast program.

**ARTICLE XVIII
PHYSICAL EXAMINATION**

Each Food Service employee covered by this Agreement shall annually be required to be given any immunizations, tests and exams as required by law or the Board. Arrangements will be made by the Employer for such, and payment for same will be made by the Employer, if by or through the prearranged source.

ARTICLE XIX

**NO STRIKE
AGREEMENT**

The Food Service Staff recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by public employees, are contrary to law and public policy. The Board and the Food Service Workers agree to subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Unit agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike, or impose any sanction against the Board, and that any difference of opinion or dispute which may arise will be resolved by the methods provided herein, and will not be allowed to affect in any way the normal education afforded the children of the Springport School District.

The Board agrees not to lockout the employees.

ARTICLE XX

JOB-RELATED TRAINING AND TESTING

If employees are required to attend schooling to upgrade their skills, the Employer shall pay the cost of such related training.

ARTICLE XXI

JURY DUTY

Employees requested to appear for jury qualification or duty shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for said time from other than the Board, excluding meal and mileage allowance, for a period of time up to sixty (60) working days, provided the employee is unable to obtain a waiver to be excused from such service.

ARTICLE XXII

CLASSIFICATION - COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth in Schedule A, attached hereto and made a part hereof by reference.

ARTICLE XXIII

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXIV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties, and the same has been ratified by the Unit.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement, or any supplements thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby. The parties shall reconsider any invalid or restrained portion of this Agreement through the operation of Article XXIX.

ARTICLE XXV

MEETINGS

The Employer may hold a meeting with all of the employees covered by this Agreement at least once a month, in order that the employees may have the opportunity to discuss problem areas, and further, that the Board may have the opportunity to discuss any matters of concern.

When employees of this group are required to attend such meetings, they shall be compensated at their regular rate of pay for such time.

ARTICLE XXVI

HOSPITALIZATION INSURANCE

- (a) Effective for the 2014-2015 contract year, for regular full time food service workers employed in an eligible job classification (in the sole discretion of the district) that work 30 hours or more per week, shall be offered a group health care plan medical option. The district will pay eighty percent (80%) of the single subscriber rate toward the premium cost of a single coverage medical insurance plan as offered by the district. The employee will be responsible for the 20% difference of the district's contribution at the single subscriber rate. If the employee wishes to select an alternative medical insurance plan, the employee is responsible for the additional cost beyond the 80% of district contribution of the base rate of the district offered medical insurance plan.

Employees may elect two-person or Family coverage and pay the cost difference between the cost of single subscriber district contribution and the two-person or family plan. The employee will pay the deductible amount of their enrollment status and any cost beyond the specified district contribution.

- (b) Beginning as of the first plan year in 2015, each individual who is employed in an eligible job classification (in the sole discretion of the district) and who regularly works 30 hours per week or more shall be offered a group health plan medical coverage option at an employee cost of no more than 9.5% of income for employee coverage only. If the employee wishes to select a medical coverage health plan at a higher rate other than the district offered plan, the employee will be responsible for all additional costs beyond the base rate of the district offered medical insurance plan.
- (c) For the duration of this agreement, the district shall have the ability to unilaterally make necessary changes to the district offered group health medical plan, including pricing thereon, to comply with the Patient Protected and Affordable Care Act (including any amendments or regulations there under).

- (d) Any employee who does not take the health insurance, and presents evidence satisfactory to the Board that the employee has group health insurance coverage, shall have the option to receive for each twelve months of the year one hundred twenty dollars (\$120.00) each year of this Agreement, if the employee works four (4) or more hours a day, or sixty dollars (\$60.00) each year of this Agreement, if less than four (4) hours a day, toward an annuity plan, or to reimburse the employee for medical expenses not covered by the Employer's health insurance. If seven (7) or more food service staff elect to choose the option of cash/annuity over district provided medical insurance, the monthly annuity will increase to \$150/ \$90.
- (e.) The employee shall authorize payroll deduction for the premium balance. It shall be the employee's responsibility to be properly enrolled.
- (f) A new employee working 30 or more hours who begins active employment after the tenth (10th) day of the month shall have all insurance coverage effective on the first (1st) day of the next month,

There shall be no double coverage.

Any employee who for any reason retains group health insurance coverage, with coordination of benefits from any other source other than the health insurance provided by virtue of this Agreement and his or her employment with the Board, shall be ineligible, and shall otherwise not receive health insurance coverage provided herein, unless the coverage provided his or her spouse through the spouse's employment requires such coverage.

The following form will be distributed to all employees during the open enrollment period:

I hereby declare that the health insurance that I receive pursuant to Article XXVI of the Agreement between Springport Public Schools and the Food Service Staff is the only coverage, with coordination of benefits that I retain or am otherwise eligible to receive benefits from.

ARTICLE XXVII

TERMINATION AND MODIFICATION

- (a) The effective date of this Agreement is **July 1, 2014**.
- (b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement it shall, ninety (90) Calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) This Agreement shall continue in full force and effect until June 30, 2016.

(e) A lawfully appointed Emergency Financial Manager may reject, modify or terminate this Agreement as permitted by the Local Government and School District Fiscal Accountability Act. This provision has been added in compliance with this law.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

Section 1.

All cases of accidents, injury or assault involving employees or students, growing out of the exercise of the employee's duties or school activities, shall be reported to the Superintendent promptly.

Section 2.

Complaints by parents or students pertaining to employees shall be called to the attention of the employee when in the judgment of the Superintendent or direct supervisor, such information will be of help to all individuals concerned.

Section 3.

The Employer shall provide eight thousand dollars (\$8,000.00) term life insurance coverage each year of this Agreement, premium to be fully paid by the Employer, for each employee covered by this Agreement, commencing with the calendar month following regular employment or return from unpaid leave of six (6) months or longer.

Section 4.

Requests to be absent without pay, not to exceed two (2) weeks (or longer in the discretion of the Board), shall be made in writing to the Superintendent one (1) week in advance. Approval will be by seniority and is dependent upon qualified substitutes being available.

Section 5.

Employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the City, County or State health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board, and will be paid at their regular daily rate of pay. Designated employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. If the law regarding make-up of student attendance days is amended, this provision may be subject to re-negotiations.

In the event an employee received unemployment compensation benefits (which as used herein also includes under-employment benefits) during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee will have his/her pay adjusted such that his/her unemployment compensation, plus the wages paid to the employee for the year, will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons. This provision shall be subject to the following conditions:

(a) The total of unemployment compensation plus wages earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days cancelled for such reasons.

(b) The total of unemployment compensation plus wages earned through employment in the district shall not be less than the employee's regular wages from the same or similar period during the preceding school year.

Section 6. Act of God

In the event that school is cancelled due to inclement weather or other circumstances beyond control of the District, employees covered by this Agreement shall receive their regular pay for that day. On the first three inclement weather days of the year employees covered by this agreement receive their regular rate of pay.

Section 7. Incentive Pay

For each full semester that an employee has perfect attendance (i.e. no sick days, use of only one [1] personal business day, or other unpaid absences) he/she receives a one hundred seventy-five dollar (\$175.00) lump sum payment. If that same employee has perfect attendance

for both semesters, they shall receive a total of three hundred fifty dollars (\$350.00). Jury duty leave and funeral leave shall not be counted as days of absence for purposes of qualifying for incentive pay. A suspension without pay shall be counted as an absence unless the suspension is reversed through the Grievance Procedure.

Section 8.

(a) The Food Service supervisor will be responsible for contacting substitutes when regular Food Service employees are absent.


(b) Job descriptions for Food Service supervisor and all Food Service employees will be posted when completed and/or updated..

Section 9. Clothing Allowance

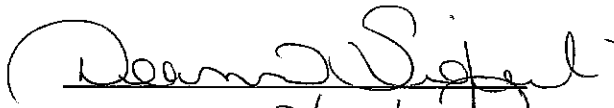
A clothing allowance in the amount of one hundred twenty-five dollars (\$125.00) each year of this Agreement will be paid the first (1st) day of work. Newly hired employees will not receive this benefit until the start of their second (2nd) year of employment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

SPRINGPORT PUBLIC SCHOOLS
BOARD OF EDUCATION


8/28/14

FOOD SERVICE
REPRESENTATIVE


10/31/14