
HARTLAND

FOOD SERVICE ASSOCIATION

MEA/NEA/MESPA

2013 - 2018

STATEMENT OF COMPLIANCE WITH FEDERAL LAW

The Hartland Consolidated School District complies with all Federal laws and regulations of the U.S. Department of Education. It is the policy of the Hartland Consolidated School District that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, handicap, or limited English proficiency shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity to which it is responsible or for which it receives financial assistance from the U.S. Department of Education.

Presented and Approved:
July 5, 1988

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ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent as defined in Section II of Act 379, Public Acts of 1965, for all school employees in the appropriate bargaining unit, described and defined as: Cafeteria workers (central kitchen crew leader, head cook/baker, satellite crew leader, cook/assistant), excluding therefrom all other employees not mentioned above.
- B. During the term of this Agreement, the employer will not contract with any outside source for fee to provide services to perform work normally and usually performed by bargaining unit employees, except as substitute personnel or for temporary projects and/or temporary work overloads.

The employer may use the services of volunteers, student workers, state or federal government project workers, supervisors and/or other employees to perform work normally and usually performed by bargaining unit employees, provided such use does not result in the replacement of any bargaining unit employee, the reduction of any bargaining unit employees' regularly scheduled hours, or the reduction of the normal work force used to accomplish work traditionally assigned to bargaining unit employees in their respective classifications at each building. The parties recognize that modification in the work force not caused, or compensated for, by the utilization of such personnel may occur where there is an operational change which justifies the elimination of positions pursuant to the closing of building, reduction of personnel requirements according to contractual obligation for teacher aides, and/or the consolidation, reduction or elimination of programs or departmental functions. This provision shall not limit the use of such workers during a financial crisis necessitating the reduction of bargaining unit employees, provided that if such workers have been used in the place of bargaining unit employees, the work force on layoff will be promptly restored upon resolution of the financial crisis to positions consistent with the level of program in effect.

The job functions which have been traditionally assigned to bargaining unit employees under this Agreement shall not be transferred to another bargaining unit or work force from any source, paid or unpaid, and the use of workers pursuant to this provision shall not be construed as a transfer of any of those job functions.

ARTICLE II - DEFINITIONS

- A. **Association:** Whenever the term "Association" is used it shall mean the Hartland Food Service Association (MEA/NEA) affiliated with the Michigan Educational Support Personnel Association and shall include its designee upon whom the Association has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Board.
- B. **Association Representative:** Whenever the term "Association Representative" is used it shall mean the employee(s) designated by the Association to represent an individual or group of employees. Written notice shall be provided upon request of the Board.
- C. **Board:** Whenever the term "Board" is used it shall mean the Board of Education of the Hartland Consolidated School District and shall include its designee upon whom the Board

has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Association.

- D. **Employee:** Whenever the term "Employee" is used it is to include any member or members of the bargaining unit.
- E. **Employer:** Whenever the term "Employer" is used it shall mean the Hartland Board of Education.
- F. **Immediate Supervisor:** Whenever the term "Immediate Supervisor" is used it shall mean the administrator or supervisor of any work location or functional division or group.
- G. **Superintendent:** Whenever the term "Superintendent" is used it shall mean the Superintendent of Schools and shall include the designee upon whom the Superintendent has conferred authority to act in the Superintendent's place and stead.

ARTICLE III - RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

- A. Hire and contract with such duly qualified employees as may be required;
- B. The general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district;
- C. Establish and carry on such grades, schools, and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools;
- D. To make reasonable rules and regulations relative to anything whatsoever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated School District;
- E. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include without being limited to the establishment of educational policies, the construction, acquisition and maintenance of school buildings and equipment, the evaluation,

discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV - ASSOCIATION AND EMPLOYEE RIGHTS

- A. Insofar as provided by the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee of any rights conferred by the laws of Michigan, Michigan General School Laws and the Constitution of the United States, that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of their membership or their participation in any activities of the Association.
- B. The Association, upon prior notification of at least 24 hours, shall be permitted reasonable use of school building facilities and equipment for Association business at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system. The Association shall pay for damage to equipment beyond normal wear and tear and any materials used. The Association may use the district mail service, email, and mail boxes for its business announcements.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, upon notification to the respective building administrator, provided it does not interfere with the duties of the employee or the administration and operation of the school system.
- D. The Board agrees to furnish to the Association, in response to written requests, all available information concerning the financial resources of the district and other such information as will assist the Association in developing intelligent, accurate, informed and constructive positions on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. There will be no removal of permanent records from school property.
- E. The Board agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, color, religion, national origin, age, sex or marital status in the application of the Agreement.
- F. The Association shall receive a personnel roster of all employees covered under this Agreement stating: Name, place of assignment, date of employment, classification, years of

previous credit granted, and salary. A revised personnel roster shall be delivered to the Association in January of each year.

- G. At the request of the employee, a representative of the Association may:
1. Accompany the employee in a review of his/her personnel file;
 2. Participate in any investigatory or disciplinary conference with a representative of the employer which may lead to any form of disciplinary action against the employee.
- H. The Association may use up to three (3) days each school year for release, with pay, of employees who are officers or agents of the Association, for the purpose of attending to the business of the Association.

ARTICLE V - ASSOCIATION DUES, FEES AND PAYROLL DEDUCTIONS

The Employer and the Association have negotiated a separate agreement on Agency Shop that, upon ratification, shall supersede this provision (attached following Appendix B). However, should the separate agreement be found to be unenforceable, then this provision (Article V) below shall immediately return to being in full force and effect.

- A. Any bargaining unit member who is not a member of the Association/Union in good standing or who does not make application for membership within 30 days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (Paragraph I below). In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- B. Pursuant to Chicago Teachers' Union vs. Hudson, 106 S. Ct. 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.

- D. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees promptly to disburse said sums upon direction of the Association.
- E. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- F. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance for MESSA programs not fully Employer-paid, credit union, charitable donations, MEA-PAC/NEA-PAC contributions or any plans or programs jointly approved by the Association and Employer, to a maximum of five (5) deductions per pay beyond the standard deductions, provided that once such deduction is authorized, it shall be subject to change only at the beginning of each subsequent semester except those deductions required because of a loan through the credit union shall be accommodated. Only one such deduction shall be used by an employee for a tax sheltered annuity.
- G. Due to certain requirements established in recent court decision, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated 30 days following the Association's notification to non-members of the fee for that given school year.
- H. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:

The damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.

The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

I. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, not to exceed 20 deductions. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the employee taking paid leave provided for in this Agreement.

J. 403(b) Plans

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The Board and the Association will work together to implement an IRS approved 403(b) Plan Program. This program shall include an IRS compliant Plan Document which may be administered by a third party administrator (TPA). The third party administrator with which the Board has presently contracted to perform support services in administering the District's 403(b) plan has not proposed to assess a fee to the Board, the bargaining unit members, or the 403(b) investment providers or sales agents for its services. Bargaining unit members will, however, be responsible for any costs or fees assessed by an investment provider and/or investment sales agent in connection with an investment selected by the bargaining unit member under the 403(b) plan. Should the current third party administrator or a future third party administrator propose to charge a fee for its services in administering the Plan, the Board will so notify the Association and provide the Association with an opportunity to bargain over the assessment of such fees to bargaining unit members and/or Plan investment providers/sales agents. The Plan Document, consistent with all legal requirements, has been provided for review and comment by the Association and was adopted by the Board prior to December 31, 2008. All bargaining unit members are eligible to participate in the Plan. The parties agree that MEA Financial Services, along with any other mutually selected investment providers, shall be named as a vendor in the 403(b) Plan Document, subject to the same terms and conditions applicable, now or in the future, to other approved vendors and as appropriate under IRS regulations.

Additionally, the Plan Document shall allow for:

1. Employer contributions, if mutually agreed upon.
2. "Catch up" contributions as defined by the IRS
3. "Hardship" withdrawals as defined by the IRS
4. The ability of an employee to request and receive a loan as appropriate under 403(b) regulations
5. Acceptance of contributions to the Plan from monies generated by liquidation of another Plan (i.e. "rollover").
6. An open enrollment period at least once each year that allows participating employees the ability to make changes in their deferral elections under the Plan.

7. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the Plan as soon as reasonably possible, but within fifteen (15) business days following the act of reduction of salary.

Any changes to the features of the Plan as described above will be mutually agreed upon by the Board and the Association. The Board will maintain the Plan in compliance with all applicable Internal Revenue Code Requirements and will give timely notice to the Association of any amendments to the Plan required for that purpose.

ARTICLE VI - QUALIFICATIONS AND CLASSIFICATIONS

- A. An applicant shall be physically able to perform the duties set forth in the job description.
- B. The applicant shall possess the skills or qualifications necessary to perform the duties required by the position. Tests and requirements for the position shall reasonably reflect the skills and qualifications necessary for the position.
- C. The Board shall notify the Association of any newly created positions and their classifications. If the Association objects within 30 days of filling the position, the matter shall be submitted to negotiations.
- D. Job descriptions for all positions represented by the Association shall minimally include the normal work schedule, pay classification as per this Agreement, work year and specific description of duties.
- E. All medical examinations and/or X-rays requested by the Board shall be at the expense of the Board, with the exception of the State required TB test. An employee will be reimbursed for a medically required TB X-ray test when the cost is not paid through the employee's health insurance. Employees shall be given reasonable release time to obtain a chest X-ray, if a skin test is non-conclusive. In the interest of protecting the children and adults in our community, the Board may request a medical examination of an employee at any time when there is reason to suspect there is a health problem. Payment for release time will be made only if the test cannot be conducted other than during the regular working day.

ARTICLE VII - SENIORITY

- A. Employees shall, after fulfilling a probationary period of 60 working days, accumulate seniority in the bargaining unit from the first day the employee assumes the duties of employment.
- B. During the probationary period, probationary employees shall be eligible for "funeral leave" but not for sick leave and holidays. However, once an employee has completed her probationary period, she shall be eligible for payment of sick leave or holidays that occurred during her probationary period on a retroactive basis. Payment for holidays and sick days that occurred during the probationary period will be at the probationary rate of pay.

- C. The administration shall maintain a seniority list of all employees in the bargaining unit. The seniority list shall contain a listing of each employee's name, their date of hire, seniority ranking and current classification. Said seniority list shall be presented to the Association during the month of January of each year and corrections will be brought to the attention of the administration within 30 calendar days of receipt of the list by the Association. Ranking of employees hired after July 1, 1981 who assume their duties on the same day shall be done in order of the highest last four digits of the employee's social security numbers. Employees hired prior to July 1, 1981 shall be ranked according to their placement on the published seniority list in effect July 1, 1981. In the event of ties which develop as a result of loss of seniority, ranking shall be determined by giving the highest seniority ranking to the employee who was senior according to the previous seniority list.
- D. Seniority is lost only by the resignation or dismissal of the employee.
- E. Seniority shall accrue based upon years of continuous employment from the employee's last day of hire. Time on leaves of absence or layoff shall not constitute a break of continuous employment. Time on leaves of absence for 90 days or more shall be deducted from seniority. Time spent on a medical-related leave shall accrue seniority. Time on layoff shall not be deducted from seniority.
- F. Should a person voluntarily transfer to another bargaining unit within the Hartland Consolidated Schools without a break in service and subsequently be laid off, they will retain their previously accumulated seniority in the Food Service Association and be allowed bumping rights.

ARTICLE VIII - ASSIGNMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- A. All vacancies shall be posted no less than five (5) working days in a conspicuous place in each school building prior to public posting. Posting will set forth the requirements for the position and will be accompanied by a job description. A copy of summer postings will be sent to the Association President and the MEA Uniserv Office for distribution. The Board may establish trial positions of 40 workdays or less. At the end of the 40 workdays the position must be either posted or eliminated unless an extension is mutually agreeable to the parties.
- B. Vacancies in the bargaining unit shall be filled on the basis of seniority and qualifications, except as noted below. When there are applicants from within the existing bargaining unit, the position shall be filled by the most senior applicant who either has previously performed satisfactorily in the classification in which the vacancy occurs or can demonstrate the ability to perform the duties of the vacancy, provided there is no other applicant who possesses demonstrably superior qualifications. When filling vacancies for key positions such as head cook, central kitchen crew leader, and satellite crew leaders, the employee's attendance record, back to September 1, 2007, may be taken into consideration. Employees may not bid on any postings while on their probationary period.

- C. An employee may request a transfer to a different position in writing to the supervisor with a copy to the Association. The request shall set forth the position sought and the individual's qualifications.
- D. An employee placed in a new position, other than head cook or crew leader, shall be given a 20-working day trial period to determine their ability to do the work. An employee placed in a new position as head cook or crew leader shall be given a 45-working day trial period to determine their ability to do the work. If during the trial period the employee is unable to do the work or finds themselves unsuited to the work, they shall revert to their previous position. An employee deemed unable to do the work shall be informed in writing of the reasons. During the trial period the employee will be paid at the rate they received prior to taking the new position.
- E. Whenever an employee is requested to do temporary duty in a higher classification, for a period of time greater than 30 calendar days, beginning with the 31st day, they are to be reimbursed for sick days, holidays and Act of God days at the hourly rate of pay and scheduled work hours of that higher classification. This is not to be retroactive for the first 30-day period of time.
- F. Temporary work overload transfers shall be for a period of no longer than 30 calendar days, except in the event that the Association and the Board agree to an extension. In the event that it is not mutually agreeable to extend the temporary transfer, the employee shall revert to their former position.
- G. A position shall be defined as a job within a specific building. A vacancy shall be defined as a position presently unfilled; a position currently or temporarily filled but which will be open in the future. An existing position in the bargaining unit will be posted as a vacancy when it has been determined with reasonable certainty that the position is unfilled due to resignation, discharge, quit or abandonment and the position will be continued.
- H. A transfer shall be defined as movement from a position in a location to another position and/or location.
- I. Filling a Temporary Vacancy: An employee requested to do temporary duty in a higher classification for more than three (3) working days shall be paid at the hourly rate of that higher classification, retroactive to the first day of that temporary duty. When an employee of higher classification is to be absent for more than three days, an employee of lower classification will be requested, by building seniority, to temporarily fill that position and perform the absent employee's assignment, provided they have the present ability to do the work. Where no employee assigned to the building of the absent employee can do the work or has accrued seniority as a non-probationary employee, an employee of a lower classification at another building will be requested by employee seniority to temporarily fill the position, provided they have the present ability to do the work. Substitutes will be hired to replace the person temporarily working at a higher classification job.

Nothing herein shall prohibit the supervisor from requesting an individual in the same classification within the building to perform these temporary duties, prior to making such a request of a lower classified employee. In such an event, the resulting vacant assignment shall then be filled as per this section.

- J. Involuntary transfers will be made only where another eligible employee does not volunteer to be transferred. This provision shall not apply to disciplinary situations or situations where an employee has not successfully completed a trial period. To the extent possible, the lowest seniority employee in the affected classification shall be transferred.
- K. All temporary vacancies that are known or expected to exceed 60 working days for cook assistants, and 45 calendar days for all other positions (i.e. vacancies due to leave of absence and workers' compensation leaves) will be posted as "temporary vacancies" in accordance with the regular procedures found in this agreement. Temporary vacancies shall not exceed one (1) year.

The posting of a temporary vacancy shall include notification that the awarding of the position will be reversed in the event of the original employee's return. If after the trial period the employer determines that the employee will not be kept in the temporary vacancy, the Director shall have the option of giving the employee the choice to continue in the temporary vacancy with the understanding that she will return to her previous position when the original employee returns or if the job becomes permanent.

Should the temporary vacancy become permanent, or if the one-year period should expire, the temporary assignment shall become permanent and the resulting vacant position will be immediately posted in accordance with the regular procedures found in this Agreement.

The Employer shall only be required to post the original temporary vacancy, unless the temporary vacancy is known or expected to exceed 90 calendar days. One succeeding temporary vacancy will be posted, if one exists, as a result of the first posting being filled when the original temporary vacancy is known or expected to exceed 90 calendar days. When a final resulting vacant position exists after the one succeeding temporary vacancy is filled, the employer shall give consideration to filling the position with a long-term substitute.

In the event an employee holding a temporary position successfully bids on a permanent vacancy, upon completion of any necessary trial period for the new position, the prior permanent position held by that employee shall be posted as a permanent vacancy. The vacated temporary position shall be promptly reposted as a temporary vacancy.

A reposted temporary position will be only for the remainder of the temporary vacancy to finish out the temporary position as initially posted. The substitute will then be utilized to fill any subsequent temporary vacancy occurring as a result of the reposting.

ARTICLE IX - REDUCTION AND RECALL OF PERSONNEL

- A. When employees are displaced due to a reduction in personnel or elimination of position, the following procedure will be followed. The employee in the position that has been eliminated will be allowed to bump the lowest seniority employee in her classification whose hours are within ½ hour of the number of hours previously held by the displaced employee, or the lowest seniority employee in a lower classification whose hours are within ½ hour of the number of hours previously held by the displaced employee, unless not available; then the displaced employee may bump the lowest seniority employee in her classification with the closest number of hours or the lowest seniority employee in a lower classification with the closest number of hours. The four classifications are as follows: Central Kitchen Crew Leader, Cook Crew Leader, Central Kitchen Cook, Cook Assistant. Any employee displaced by being bumped by a higher seniority employee may follow the same bumping procedure as described above. Bumping will be allowed provided the displaced employee has the qualifications and ability to perform the duties required. A trial or training period of twenty (20) work days for Cook Assistant positions, or forty-five (45) work days for Crew Leader and Head Cook positions will be provided if the displaced employee did not previously perform duties in that same job capacity (at the supervisor's discretion). If the trial period is unsuccessful, the employee will resume the bumping process at the next lower classification. In no case shall an employee be allowed to bump a higher seniority employee.

When the Employer takes action to reduce the hours of an employee by one or more hours per day, the reduced employee may exercise her seniority to bump following the language outlined above for a displaced employee.

- B. Persons laid off shall be given no less than 30 days' written notice in the following manner: verbal notice and written notice sent by regular mail, or written notice sent by certified mail.
- C. Employees shall be recalled in order of greatest seniority subject to the provisions set forth in Paragraph A.
- D. An employee shall be notified of recall in the following manner: verbal notice and written notice sent by regular mail, or written notice sent by certified mail. They shall respond to the notice within one (1) week of the receipt of said notice. Failure to respond and report shall constitute a resignation.
- E. No employee shall be required to accept a position outside of their current classification or of lesser hours than worked when laid off, or for which they are not qualified. No employee shall lose their recall right for refusing a position for previously stated reasons.
- F. All benefits of employment shall continue in effect until such time as an employee on notice of layoff actually misses their first day of work due to being laid off.

ARTICLE X - WORK SCHEDULE

- A. Hours: The hours worked will depend on the numbers served and the menu for the day. All food service personnel are required to use time clocks for work verification when possible. Hours over what have been assigned must be approved by the supervisor.

All cafeteria employees will be guaranteed a minimum of three (3) hours per day for regular work, or for District in-service for food service staff; however, after July 1, 2006, the district may create a maximum of two (2) two-hour positions at each secondary building, and the district may create a maximum of one (1) two-hour position at each elementary building.

- B. Employees working more than eight hours on any day, or more than 40 hours per week, will receive time and one-half for additional hours and for Sundays and holidays double time, except as in Section I below.
- C. Employees working four (4) to six $\frac{1}{2}$ (6 $\frac{1}{2}$) hours per day shall be eligible for one (1) 15 minute paid rest break. Employees working seven (7) or seven and one-half (7 $\frac{1}{2}$) hours per day shall be eligible for a second break of 10-15 minutes depending upon the needs of the department. If the employee is unable to take her first break, she will be paid for that time subject to pre-approval of the supervisor. If the missed break is approved, the employee should note the missed break on her time card. The pay for the missed break will then be added to the employee's check. There will be no compensation for a missed second break.
- D. The administration shall provide notice to non-school groups permitted use of kitchen facilities that the kitchen facilities must be left in a clean and orderly condition after usage.
- E. To promote the most productive utilization of employees and avoid unnecessary reduction of an employee's hours, upon request the employer shall consult with the Association to explain and discuss food service staffing requirements.
- F. All employees will be scheduled by the crew leader and approved by the Food Service Director to work for a minimum of three (3) hours sometime during mid-semester break. This time shall be used for cleaning of kitchen equipment or other tasks as directed by the supervisor. Should additional hours beyond the three (3) hour minimum be required, they shall be assigned on the basis of seniority within the individual buildings.
- G. Employee in-service at which the employee's attendance is required, or at which the Employer requests but does not require attendance, will be paid at the employee's regular hourly rate for any such hour of attendance. Voluntary employee attendance at approved county-wide in-service will be paid at the employee's normal daily rate for that day.
- H. Summer work: Food service employees shall, in order to be eligible for summer work, other than catering, sign up on a sign-up sheet to be posted by not later than June 1st of each year. Summer assignments shall be filled in order of seniority by classification from the summer work list on a rotating basis. In the event no employees are available and/or no qualified employees are available to perform the required tasks, the Board may, at its discretion, employ temporary help in order to accomplish the tasks at hand.

Employees working during the summer shall be paid their regular rate of pay. Summer time is designated as that period between academic work years.

- I. Catering: Catering work will be distributed to bargaining unit members on a rotational basis, based on seniority. Members who work in buildings where events are located will be given first priority. When no member working in the building where the catering event is to take place accepts the assignment, then the most senior qualified applicant outside the building shall be given the work.

There will be no requirement that the Employer equalize the hours for such work opportunities.

The base hourly rate for such work opportunities will be \$9.20 for the length of the contract.

There will be no overtime work (i.e. a total of over 40 hours in a week for regular work and catering) associated with the catering opportunity and there will only be one hourly rate for all catering work. However, for catering work only employees may work more than eight hours in a day and be paid at the regular catering rate for all catering hours worked that day. Catering assignments will not be split to accommodate the overtime requirement without the approval of the supervisor. Minimum hours for catering assignments shall be two (2) hours, except as noted below.

Catering work shall be done outside regular work hours except as follows:

In cases where the work is one hour or less, the employee may do the work adjacent to the regular work schedule at the regular rate of pay.

In cases where the work is 15 minutes or less, management may assign such work to be done during regularly scheduled hours, with early notification to the employee. If the work cannot be accomplished during regularly scheduled hours, the employee will notify management immediately and other arrangements will be made.

- J. Training Days and Inventory work shall be scheduled on the calendar at the beginning of the school year except that additional Training Days, if necessary, may be scheduled with 30 days' notice to employees. Inventory work may be done contiguous to the regular work day with the approval of the Food Service Director.
- K. The yearly Back-to-School meeting shall be scheduled to occur during the week (Monday through Thursday) prior to the start of school. Additionally, employees shall work one other day during the week prior to the start of school to set up kitchens, to be scheduled by the crew leader and approved by the Director. Both dates shall be scheduled and communicated to employees prior to the end of the preceding school year. Employee attendance on both days shall be mandatory.
- L. Employees shall be available to work through the last scheduled student day of the school year. During the last three instructional days, employees may be assigned to any building in the District.

ARTICLE XI - COMPENSATION

A.

2012-13 SALARY SCHEDULE						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6/ 1 ST TIER
Central Kitchen Crew Leader	---	---	---	---	---	\$13.30
Head Cook *	---	---	---	---	---	\$13.06
HHS Cook Crew Leader	---	---	---	---	\$13.02	13.56
HMS Cook Crew Leader	---	---	---	---	\$12.53	\$13.05
Farms Cook Crew Leader	---	---	\$11.26	\$11.77	\$12.28	\$12.79
Elementary Cook Crew Leader	---	---	\$11.13	11.64	12.14	12.64
Cook/Assistant*	\$10.06	\$10.56	\$11.06	11.57	12.07	12.57

Employees hired after May 15, 1996 shall hook up with first tier rates as indicated on the salary schedule.

2013-2016: Same percentage change and concessions/deviations agreement as calculated by the 2013-2018 Teacher Agreement and attached as Appendix B.

2016-2018: The parties agree to reopen on wages and benefits. If no agreement by June 30, 2016, then continue the wage agreement from 2013-2016.

B. Retirement: The employer will contribute the full cost of retirement premiums in accordance with the Michigan Public School Employees' Retirement Law.

C. Probationary employees will be paid \$.10 per hour less than the scheduled rate for their classification. After successful completion of their 60 work day probationary period, they will be paid at the scheduled rate of pay for their classification.

D. Employees required to use their personal automobiles to transport food, travel between buildings or perform other tasks for the employer shall be reimbursed for mileage at the established rate for all employees of the district, and the time involved in performing such tasks shall be paid duty time.

ARTICLE XII - FRINGE BENEFITS

- A. Uniform Allowance: The employer may require each employee to wear a uniform at work, the design, color and material of which shall be specified by the employer. Each employee will be provided with a uniform allowance each year toward the purchase of uniform/shoe apparel during the school year, in accordance with the following schedule:

Effective 9/1/06	Clothing: One hundred twenty-five dollars	(\$125.00)
	Slip Resistant Shoes: Fifty dollars	(\$ 50.00)

Total Allowance: One hundred seventy-five dollars (\$175.00)
Clothing portion may be applied to a second pair of shoes.

The use of slip resistant shoes is mandatory for all employees while on the job, unless the employee has a documented medical reason that prohibits their use. Shoes must be made of leather or a leather-like material and must be black or white in color, provided that all employees wear the same color shoes with the designated uniform in a building. Shoes must be selected from the brand, "Shoes for Crews", or another brand approved by the Board. The employer may require submission of dated, itemized receipts for reimbursement of uniform costs or direct the employee to purchase uniforms at a designated dealer to whom it has provided a purchase order to be billed to the employer.

Purchases must be made by March 1 and receipts turned in by March 15, except the Food Service Director may require purchases be made prior to March when deemed necessary for appropriate appearance within a particular kitchen unit.

- B. Health Insurance: Effective July 1, 2013, for employees working twenty-five (25) or more hours per week, the Board shall make payment of insurance premiums to assure insurance coverage for each employee from MESSA for the Choices II, \$500/\$1,000 deductible, \$20 Office visit, Saver RX (XVA2rider) medical insurance plan to be implemented July 1, 2013.

The Board shall pay the following annual amount (hard cap) towards the total cost of the single subscriber medical premium for each plan year:

Beginning July 1, 2013: \$5,692.50 times the number of employees with single coverage.

- This annual Board paid amount shall automatically adjust each plan year (July 1) by the change in the medical care component of the United States consumer price index as defined in PA 152 for the period ending the immediately preceding October 1.
- These Hard Cap contributions shall reflect the actual MESSA billing census.
- The Board shall first make payments up to the hard cap total towards the medical premium.
- Effective July 1, 2013, when the total medical premium cost is less than the total hard cap, the Board will provide the difference to each members' Flexible Savings Account, equally divided among the employees who take health insurance.
- Effective July 1, 2013, when the total medical premium cost exceeds the total hard cap, the remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. Each employee's monthly contribution towards

medical premiums shall be determined annually after the bargaining unit's open enrollment.

- The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from each paycheck for the remaining pay periods into a qualified Section 125 Plan that allows for medical reimbursement, contribution to health care premiums, and dependent care, using pre-tax dollars.

The parties understand that if not already in the plan offered a plan will be made available by the required date to meet requirements of the Federal Affordable Care Act.

- C. Short-Term Disability Insurance: At the completion of the probationary period, the Board will make payment of premiums for short-term disability insurance for all employees averaging two hours of work per day or more.

Employees receiving district-paid disability benefits shall not be able to use paid sick leave to receive in conjunction with the disability benefit more than their regular pay with the school district for the period of disability. Accumulated sick leave may be used on a proportional basis to supplement the disability benefit to receive an amount equal to their regular pay after deductions.

- D. Life Insurance: The Board shall make payment of premiums for group life insurance protection in the amount of \$10,000 per employee that, in case of death, will be paid to the employee's designated beneficiary.

If an employee starts and completes the school year, benefits will be paid for June, July and August.

- E. Cash-in-lieu: An employee eligible for health insurance premium contribution, and who elects not to enroll in health insurance coverage through the Board, shall be eligible to receive a monthly cash-in-lieu payment of one-hundred, twenty dollars (\$120.00) through the end of the 2017-18 school year.

Employees working twenty (20) or more hours per week, but less than 25 hours, shall be eligible to receive a monthly cash-in-lieu payment of ninety dollars (\$90.00) through the end of the 2017-18 school year.

Any tax incidence due to the implementation of this provision shall be the responsibility of the employee, except the employer shall be responsible for its share of FICA.

- F. Physical: When an annual physical is required by the employer; not a pre-employment physical, the employer will pay the difference between what the employee's insurance company pays and the cost of the physical. The physical is to be by an employer-selected physician or the employee's physician, at the employer's option. Employee shall be paid their normal hourly wage for time needed to obtain examination.

G. Longevity Compensation: Regular employees hired prior to July 1, 2006 will be paid an amount in consideration of their longevity with the employer in accordance with the following schedule:

At the beginning of the third consecutive year of employment - \$.18 per hours worked

At the beginning of the the tenth consecutive year of employment - \$.35 per hours worked

At the beginning of the sixteenth consecutive year of employment - \$.50 per hours worked

To be eligible for longevity compensation, an employee must complete the number of full school years of employment specified above. When an employee is hired after October 1, that school year will not be counted towards the consecutive years of employment for longevity.

Paid sick days do count; however, catering hours and pay earned on workman's comp or through disability insurance benefits do not count towards longevity payment. Employees must complete the school year to be eligible to receive longevity.

Longevity will be based on actual hours worked through the nineteenth (19th) pay, and estimated regular hours for the remainder of the school year, and paid to the employee at the end of the school year in the employee's last paycheck if the employee completes the school year.

Longevity Compensation for Employees Hired after July 1, 2006:

5-9 years	\$150
10-14 years	\$250
15-19 years	\$350
20-25 years	\$450
25 + years	\$550

The first longevity payment will be paid at the conclusion of the 5th year. To be eligible for longevity compensation, an employee must complete the number of full school years of employment specified above. When an employee is hired after October 1, that school year will not be counted towards the full years of employment for longevity.

Paid sick days do count; however, catering hours and pay earned on workman's comp or through disability insurance benefits do not count towards longevity payment.

To qualify for full longevity, the employee hired after July 1, 2006 must work at least seventy-five percent (75%) of the scheduled days of the school year. Employees who work less than seventy-five percent (75%) of the scheduled days will have their longevity payment pro-rated to reflect the percentage of scheduled days actually worked. Employees must complete the school year to be eligible to receive longevity.

ARTICLE XIII - LEAVES/ABSENCES

A. Paid Holidays: Cafeteria workers will receive the normal rate of pay for the following holidays: Labor Day, Thanksgiving, day after Thanksgiving, Christmas, New Year's, Good Friday and Memorial Day, only under the following conditions:

1. The employee worked the full scheduled work day before and after the holiday.
2. The employee was absent due to bereavement leave (Article XIII.C.), work-related injury where the District doctor states the member cannot work, workers' compensation leave, required court appearances, Act of God days (Article XIII.B.), illness documented by a doctor's note, or leave granted by the supervisor.

B. Act of God Days: On Act of God Days when any or all schools are closed, cafeteria workers in the closed building will receive their normal pay unless it is a work day which is to be rescheduled and worked on another date which is in addition to their originally scheduled work year remaining. If the employee will work such a rescheduled work day, then he/she will not be compensated for the canceled work day, but will be compensated for the rescheduled work day at the time it is worked. If the Employer elects not to make up the day, the employee will receive their normal rate for that day. When the "main roads only" policy is in effect, only those cafeteria workers who report for work will be paid.

C. Leave Days: At the beginning of each school year, the Board of Education will credit each cafeteria employee hired prior to July 1, 2010 with 12 days' leave with pay, to be used for business or illness of the employee or to care for members of the employee's household. Of the 12 days, a maximum of three (3) days may be used for business. Employees hired on or after July 1, 2010 shall be credited with six (6) such leave days per year for the first three (3) years of employment with Hartland Consolidated Schools. Of the six (6) days, a maximum of two (2) days may be used for business. Beginning with the fourth year of employment, twelve (12) days shall be credited as above. No two business days may be taken consecutively, or on a day prior to, or following a vacation period without the approval of the Superintendent. Business leave is to be used to attend to matters of urgent and crucial nature which require the personal attention of the employee and cannot be reasonably attended to at alternative times which do not interfere with the duties of employment. Effective May 15, 1996, hospital days shall be deleted from the contract and employees that have accrued hospital days shall have those days moved into their sick leave bank. Sick days shall be accumulative from year to year.

Funeral leave: In the case of death in the immediate family, an additional four (4) days per occurrence will be available with pay to be used for any work days lost in conjunction with attendance of the funeral within the period of four (4) days before and after the day of the funeral. Funeral leave may be delayed if necessary to attend a later memorial service. Definition of "immediate family": Mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the employee's household.

All requests for absences, except sick leave, will be requested in writing in advance. Failure to do so will be treated as time lost and the individual will be docked for the absence.

- D. Jury Duty: Employees called for jury duty shall be paid by the Board, a sum to make up the difference between what they are paid by the court for jury duty and their regular wage for a scheduled work day when they are required, by law, to serve, if the jury duty pay is less than their regular wage.
- E. An employee who is unable to work because of illness or disability including maternity-related disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for up to one (1) year. Upon ratification of this agreement, the granting of any additional requests for such leave shall be at the discretion of the employer in cases where the cumulative amount of time on leave under this article exceeds the amount of time not on leave under this article.
- F. An employee shall be granted up to one (1) year maternity leave without pay upon request. Such leave shall be applied for within four (4) months after pregnancy has been determined, if possible. The employee should begin the leave at the discretion of her physician. The Board may request a doctor's statement.
- G. An employee absent from work because of injury incurred at the site of employment shall not be charged with loss of personal sick leave for the seven (7) calendar days interim before Workers' Compensation begins. An employee absent due to a condition covered by Workers' Compensation may elect (1) to receive Workers' Compensation benefits only with no charge against sick leave; or, (2) to receive paid sick leave benefits on a prorated basis of the difference between the employee's normal pay and the amount of the Workers' Compensation benefits, for the duration of the Workers' Compensation benefits or the exhaustion of the employee's paid sick leave accumulation, whichever occurs first. An employee on Workers' Compensation leave shall have their position held for up to one (1) year. If she is unable to return after one (1) year, her position may be posted and declared vacant. The employee will be returned to a comparable position when she is able. If a position is not available, the provisions of Article IX shall be implemented.
- H. Conferences: Any employee attendance directed by the Employer at a conference or training program will be without loss of pay. Employees shall be reimbursed for fees and mileage and the Employer may require that the employees car-pool. In order to expand or improve skills of employees or to train employees to qualify for positions in other classifications, the employer may require the employee to participate in training programs.
- An employee request to attend a conference or training program will, if approved, be taken as a personal business day or a day without pay. Such employee(s) may, at the Employer's discretion, be reimbursed for fees and mileage.
- I. Unpaid leaves: An employee may request an unpaid leave of absence in writing in advance with the reason for the request. Approval of any unpaid leave shall be at the sole discretion of the Superintendent or the Superintendent's designee.
- J. Upon expiration of an unpaid leave of absence of up to 1 year an employee shall be returned to his/her former position. Upon expiration of an unpaid leave of absence in excess of one year, an employee's position may be posted as vacant and the employee returning from leave will be placed in an available position within the classification from which the leave was taken. In the event no vacancy exists, the provisions of Article IX shall be implemented.

- K. Return from leaves: An employee will provide a minimum of five (5) working days notice of intent to return from an absence of sixty (60) calendar days or more.
- L. Leave provisions of this agreement shall be consistent with the requirements of the federal Family and Medical Leave Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this agreement.
- M. Any employee on a leave of absence, unpaid or workers' compensation, may not bid on any vacant position unless they are able to assume that position on the first day that it becomes available.

ARTICLE XIV - PROTECTION OF EMPLOYEES

- A. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the employee of their rights and obligations with respect to such assault and shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities, provided the employee is not in violation of any published Board policy or any published administrative regulations.
- B. If any employee is complained against or sued as a result of any action taken by the employee while in the scope of their employment, the Board shall provide legal counsel and render all necessary assistance to the employee in their defense, provided the employee has not violated any published Board policy or any published administrative regulation.
- C. Time lost by an employee in connection with any job-related incident mentioned in this Article shall not be charged against the employee, provided the time lost is not due to the misconduct or negligence of the employee.
- D. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.

ARTICLE XV - DISCIPLINE OF EMPLOYEES

- A. An employee, upon request, shall be entitled to have present an Association Representative when the employee is being disciplined or questioned regarding a matter for which there is reason to believe that disciplinary action against the employee being questioned may result for any infraction of rules or delinquency in performance.

- B. Employees shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. This entails implementation of progressive discipline. Any such discipline, reprimand, or reduction in rank or compensation asserted by the Board or representative thereof shall be subject to the grievance procedure. No employee shall be disciplined in the presence of students or other employees. All information forming the basis for disciplinary action shall be made available to the employee and the Association.
- C. The provisions of this Article shall not apply to employees fulfilling the 60-day probationary period.
- D. When the employer becomes aware of an incident or receives a complaint regarding an employee which may result in disciplinary action against the employee, the employee will be notified within five (5) work days of receipt of the information or complaint that the incident or complaint is under investigation.

ARTICLE XVI - GRIEVANCE PROCEDURE

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.
- B. In the event that an employee believes there is a basis for a grievance, they shall, within five (5) work days of the date of the occurrence or event which gave rise to the grievance, first discuss the alleged grievance with their immediate supervisor either personally or accompanied by an Association Representative.
- C. If as a result of the informal discussion with the immediate supervisor a grievance still exists, the formal grievance procedure may be invoked on the form set forth in annexed Appendix B, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the immediate supervisor within ten (10) working days of the date of the informal meeting. If the grievance involves more than one supervisor or building, it may be filed with the Superintendent.
- D. Within three (3) work days of receipt of the grievance, the immediate supervisor shall meet with the Association's Representatives in an effort to resolve the grievance. The supervisor shall indicate their disposition of the grievance in writing within five (5) work days of such meeting to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted within five (5) work days by the Association to the Assistant Superintendent for Business & Operations. Within five (5) work days the Assistant Superintendent for Business & Operations shall meet with the Association's Representative on the grievance and shall indicate his disposition of the grievance in writing within ten (10) work days of such meeting, to the Association.

- F. If the Association is not satisfied with the disposition of the grievance by the Assistant Superintendent for Business & Operations, or if no disposition has been made within ten (10) work days of such meeting, the grievance shall be transmitted to the Superintendent within ten (10) work days by filing a written copy thereof. Disposition of the grievance in writing by the Superintendent shall be made no later than ten (10) work days thereafter in writing to the Association.

- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within ten (10) work days of such hearing, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within 30 work days of the Superintendent's disposition or the deadline for the disposition.

- H. The arbitrator shall be selected according to the rules of the American Arbitration Association which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, ignore, modify, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

- J. If an individual employee has a grievance which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Association, nor shall any disposition be inconsistent with the terms of this Agreement.

ARTICLE XVII - SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the Association President, Grievance Committee or designee and the employer or its designated representative upon the request of either party. Such meetings may be between at least two representatives of the Association and two representatives of management. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is required. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreed times. The members of the Association shall not lose time or pay for time spent in such special conferences.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to the Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees covered by this Agreement. New employees shall receive a copy of this Agreement upon employment. The Association shall receive 25 copies of this Agreement for its use.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE XIX - CONTINUITY OF OPERATIONS

The Association agrees that it shall not engage in any strike as defined in the Michigan Public Employment Relations Act for the duration of this Agreement.

ARTICLE XX - DURATION

This Agreement shall be effective upon ratification by both parties no later than March 25, 2013 and shall continue in effect through the 30th day of June 2018.

HARTLAND FOOD SERVICE ASSOCIATION

HARTLAND BOARD OF EDUCATION

Susan Curties

President/Negotiator

Dean Hansen

President

Pamela K Rose

Vice-President/Negotiator

Vice-President

Secretary

Michael Hansen

Secretary

Aileen Honey

Treasurer

Treasurer

Kathy Elly

Negotiator

Walter J. Hansen

Trustee

Nancy Combs

Negotiator

Cyndi Hennrich

Trustee

Negotiator

Ante E. Suelter

Trustee

APPENDIX A

HARTLAND FOOD SERVICE ASSOCIATION
GRIEVANCE REPORT FORM

Grievance # _____

Supervisor's Signature _____

Date Filed _____ Date Received _____

Name of Grievant(s) _____

STEP I

A. Date cause of grievance occurred _____

B. 1. Statement of grievance (cite provision(s) violated) _____

2. Relief sought _____

Signature _____ Date _____

C. Disposition of supervisor _____

Signature _____ Date _____

D. Position of grievant and/or Association _____

Signature _____ Date _____

STEP II

A. Date received by Asst. Supt. for Bus. & Operations _____

B. Disposition of Asst. Supt. for Bus. & Operations _____

Signature _____ Date _____

C. Position of grievant and/or Association _____

Signature _____ Date _____

continued

GRIEVANCE REPORT FORM (continued)

STEP III

- A. Date received by Superintendent _____
Disposition of Superintendent _____

Signature _____ Date _____
Position of Association _____

Signature _____ Date _____

STEP IV

- A. Date submitted to arbitration _____
B. Disposition of arbitrator _____

Signature of arbitrator

Date of decision

APPENDIX B

HARTLAND CONSOLIDATED SCHOOLS
AND
HARTLAND EDUCATION ASSOCIATION/MEA/NEA

Re: 2013-2018 Collective Bargaining Agreement

It is the mutual intent of the parties to work in a collaborative fashion to maintain the financial integrity of the school district during a time of financial hardship at a minimum impact to the wages, benefits, and working conditions of HEA members. As such, the following represents the parties' best efforts to fashion solutions to problems which may arise in the future. The parties hereby affirm their commitment to work together on an ongoing basis to achieve their mutual intent.

As a result, the parties seek to find ways to avert or cushion a shortfall with the understanding that dealing with such a shortfall at this time averts a greater crisis in the future. The parties understand that the amount of shortfall depends on factors including but not limited to base foundation allowance, various per-pupil revenues (i.e. Sec. 147A MPSERS Cost Offset, Sec. 22J Performance-Based Funding), student count, student/staff ratio, and benefit costs. For purposes of this agreement, the parties agree to base necessary cuts on an agreed upon dollar amount (target reduction figure) to be increased or decreased subject to increase or decrease in base criteria. Base criteria shall include but not be limited to base foundation allowance and other per-pupil payments, health insurance premium, enrollment numbers, and retirement rate. The parties agree to meet monthly, unless otherwise agreed upon, to monitor and set the initial target reduction figure (equal to the proportionate percentage of teacher salary to total district salary, based on previous year's actual expenditure) applied to the amount considered to be necessary for district-wide reductions. For example, if the total district target reduction figure is \$3,500,000; then the HEA obligation will be 71% of that total, or \$2,485,000.

As a basis of discussion, the parties will initially determine what modifications need to be made to achieve the goal of a fund balance of 5.0% in the coming year. The target reduction figure shall be amended based on projected increases and decreases in revenues and expenditures. Reductions shall be achieved through some or all of the enumerated items which follow. In the event the target reduction figure cannot be met based on concessions included in this agreement, the parties will meet to determine the type and number of concessions.

The parties agree without reservation that the enumerated items which follow are not desirable nor do they represent the standards to which Hartland Consolidated Schools holds itself. In the event that the following reductions must be made, the parties commit their resources and energies to make all possible attempts to return to current standards or standards that exceed those currently in place as soon as possible.

- A. In the event the net foundation allowance/per-pupil payments are reduced from the previous year, the parties will meet to first discuss what non-wage concessions can be made to meet the HEA obligation. If an agreement on non-wage concessions cannot be met, the current salary formula shall be applied to determine a wage "give-back" amount.

Example: net foundation allowance/per-pupil payments are reduced 3% from previous year. Give-back amount is calculated as follows: $.03 \times .60 = .018$, or 1.8%

The give-back amount would be calculated at 1.8% of the employee's base salary.

The salary schedule shall not be reduced. When possible, the give-back amount shall be deducted from the employee's salary through a qualified pre-tax option.

The parties agree there is no expectation to spend the foundation balance down to the minimum 5%.

Any concessions must be recoverable in the current fiscal year. The monetary value of concessions required under this section will remain in the base calculation to be carried forward in subsequent years of this agreement.

- B. The conditions and deviations in this appendix remain in place until a successor agreement is in place. The parties agree to commence bargaining for a successor agreement based on conditions in the 2013-2018 CBA absent Appendix B.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE HARTLAND FOOD SERVICE ASSOCIATION AND
THE HARTLAND BOARD OF EDUCATION**

RE: DEVIATION FROM OVERTIME LANGUAGE FOR CREW LEADER MEETINGS

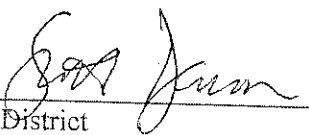
WHEREAS: The Collective Bargaining Agreement between the parties requires that all hours over 40 per week or 8 per day are to be paid at the overtime rate of pay; and

WHEREAS: Crew leader meetings are scheduled at times that require overtime to be paid in some instances; and

WHEREAS: The parties established during the bargaining process that they are agreeable to a deviation from the Collective Bargaining Agreement for this issue;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Time spent at crew leader meetings which result in an employee working more than 40 hours in a week or more than 8 hours in a day shall be compensated at the employee's regular rate of pay.
2. This agreement shall not affect time over 40 hours in a week or 8 hours in a day which result from other than crew leader meetings.
3. The parties agree that this agreement shall be applicable for the duration of the current contract only and expires on June 30, 2018; and
4. The parties agree that this deviation shall in no way set precedent.

By: 
For the District

By: 
For the Association

Date: 3-25-13

Date: 3-25-13

AGENCY FEE LETTER OF AGREEMENT

between the
**Hartland Consolidated Schools
Board of Education**
and the
Hartland Food Service Association
March 25, 2013

The Board of Education of the Hartland Consolidated School District ("Employer") and the Hartland Food Service Association, MEA/NEA ("Association") desire a positive and optimum working relationship derived in part from the benefits of fair and equitable representation as supported by the Collective Bargaining Agreement. In consideration of the benefits to both the Employer and Association of an agency shop arrangement, the parties hereby agree as follows:

A. Each bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, at the request of the Association, deduct the service fee from the member's salary and remit the same to the Association under the procedure provided below.

B. Pursuant to Chicago Teachers' Union vs. Hudson, 106 S. Ct. 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including timetable for payment) pursuant thereto, apply only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedure.

C. The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he or she shall be reported to Employer and a deduction of service fee shall be made from his or her salary; and

2. If the member fails to comply, the Association shall give a copy of the letter sent to the delinquent member and the following written notice to Employer at the end of the fourteen (14) day period:

The Association certifies that (name) has failed to tender the periodic service fee required as a condition of employment under the Agency Fee Agreement and demands that under the terms of this Agreement, Employer deduct the delinquent service fee(s)

from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law; and

3. Employer, upon receipt of said written notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate among bargaining unit members.

D. With respect to all sums deducted by Employer pursuant to this Section, Employer agrees promptly to disburse said sums directly to the Association.

E. A member paying the service fee provided for herein, or whose service fees have been deducted by Employer from his or her salary, may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association Policy Regarding Objections to Political-Ideological Expenditures will be provided by the Association upon a request of a bargaining unit member.

F. The Association agrees, upon timely request, to defend Employer, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement, and to indemnify Employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them arising out of the enforcement of this Agency Fee Agreement, provided, however, that:

1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of Employer, its officers, employees or agents,

2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with Employer; and

3. If Employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with Employer, does represent Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense; and

4. The Association, after consultation with Employer, has the right to decide whether to defend any said action or to appeal the decision of any court or other tribunal regarding the validity of this Section; and

5. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against Employer, its officers, employees or agents under this Agency Fee Agreement, after consultation with Employer.

G. Persons becoming members of the collective bargaining unit during the course of a school year shall have their service fee prorated over the school year.

H. The Association will certify, at least annually to Employer, fifteen (15) days prior to the date of the first payroll deduction for dues or service fees, the amount of said dues and the amount of the service fee to be deducted by Employer, and that said service fee includes only those amounts permitted by the Agency Fee Agreement and by law.

I. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedure. Pursuant to such authorization, the Employer shall deduct one-tenth (1/20) of such dues, assessments and contributions from the regular bi-weekly salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, not to exceed 20 deductions. Any employee who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth (1/10) of the yearly dues for each entire month he did not work, except where the failure to perform services during the month was the result of the employee taking paid leave provided for in this Agreement.

J. Should any of the provisions of this Agency Fee Agreement be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the Employer and Association that only the portion of the Agency Fee Agreement found contrary to law shall be stricken and all other parts or portions of this Agency Fee Agreement shall remain in full force and effect. A determination that a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of the collective bargaining agreement, which shall remain in full force and effect for the life of that agreement.

K. This Agency Fee Agreement shall be effective immediately upon ratification, which in no event shall be later than March 26, 2013, and shall continue in full force and effect while the Association remains the exclusive collective bargaining representative until its expiration on June 30, 2020. After this date, termination of this agreement requires at least one party to issue a written notice of termination to the other party. Should a court or administrative agency of competent jurisdiction determine that the length of this Agency Fee Agreement is contrary to law, then it is the intent of the parties that this Agency Fee Agreement continue in effect for the longest period of time allowed by law. Should this Agency Fee Agreement be determined to be unlawful and no longer in effect, then any agency fee agreement contained in another agreement between the parties shall immediately go into full force and effect for the length of time allowed by that agreement.

Hartland Food Service Association, MEA/NEA

Board of Education of Hartland
Consolidated Schools

By: Barbara L. Cameron

D. S. Van Eger

Date: 3-26-13

3-26-13

Letter of Agreement
between the
Hartland Consolidated Schools Board of Education
and the
Hartland Food Service Association
March 25, 2013

Should it be determined that a law or regulation would penalize or reduce the Employer's state aid or any other state funding opportunity (i.e. best practices or any "one time" sources created in the future) solely for entering into the legally binding Agency Fee Agreement, then the Association will either absorb the funding loss or deem unenforceable section(s) of the Agency Fee Agreement triggering this penalty or reduction, unless another option is mutually agreed upon.

Should MERC, a court, or other administrative agency of competent jurisdiction find that such law is unconstitutional, illegal or otherwise unenforceable, then the section(s) of the Agency Fee Agreement that was deemed unenforceable shall go into full force and effect for the same period of time as the length of time remaining on the agreement when the language was deemed unenforceable.

For the Association: Susan Carter

Date: 3-28-13

For the Board: D. Van Epps

Date: 3-27-13