

**AGREEMENT
BETWEEN**

THE CHARLOTTE PUBLIC SCHOOLS, HEREINAFTER REFERRED TO AS THE "EMPLOYER," AND THE FOOD SERVICE EMPLOYEES ASSOCIATION, HEREINAFTER REFERRED TO AS THE "EMPLOYEES."

**ARTICLE I
PURPOSE**

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

The term "employee" as used herein shall include all Food Service personnel employed by the Employer, excluding those employees who are supervisory, secretarial, substitute, or temporary employees.

The Employees shall be represented by a leadership team not to exceed three individuals. These individuals shall be selected in a manner determined by the Employees of the Food Service Employees Association.

Full-time Employees shall be Employees who work thirty (30) hours or more per week and at least thirty (30) weeks per year.

**ARTICLE II
MANAGEMENT RIGHTS**

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein to the Food Service Employees, are reserved to and remain vested in the Employer, including the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation;

CHARLOTTE PUBLIC SCHOOLS
FOOD SERVICE AGREEMENT
JULY 1, 2018 – JUNE 30, 2019

- B. To introduce new equipment, methods, machinery or processes, to change or eliminate existing equipment, and to institute technology and to decide on materials, supplies and equipment to be purchased;
- C. To purchase any or all work, processes of services, the construction of new facilities or the improvement of existing facilities;
- D. To determine the number, location, and type of facilities and installations;
- E. To determine the size of the work force and increase or decrease its size;
- F. To hire, assign and lay off employees, to reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in work week or work day;
- G. To direct the work force, assign work, and determine the number of employees assigned to operations;
- H. To establish, change, combine, or discontinue job classifications, and to prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classifications;
- I. To determine lunch, rest periods and cleanup times, starting and quitting time, and the number of hours to be worked;
- J. To establish work schedules;
- K. To adopt, revise and enforce reasonable working rules and general requirements, and to carry out cost and general improvement programs;
- L. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work;
- M. Food Service Employees may be evaluated annually.
- N. The Superintendent or his/her Designee may request that any Employee have a physical or mental examination where there is reason to believe that the job performance is not satisfactory. The Board of Education reserves the right to designate the examining doctor and the cost of the examination shall be paid by the Board of Education.

<p style="text-align: center;">ARTICLE III GRIEVANCE PROCEDURE</p>

A. DEFINITIONS

1. A "grievance" is defined as an alleged violation of a specific Article or Section of this Agreement.
2. The term "Employee" may include any individual or group covered by this Agreement.
3. The "grievant" is the person making the claim.
4. The term "working days" when used in this Section shall be defined as any day in which the administrative offices are open.

B. PROCEDURE

1. Time Limits
 - (a) Any grievance not presented for disposition through the grievance procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, shall not be considered a grievance under this Agreement.
 - (b) Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that step level, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.
 - (c) The time limits provided in this Article are to be strictly observed. Every effort should be made to expedite the process. However, time limits may be shortened, extended, or waived at any step by written mutual agreement.
2. A grievance concerning alleged safety hazards may be processed directly to Step Two of the grievance procedure.

C. STEPS

1. Step One

- (a) An employee having a grievance shall present it in writing to the Supervisor for a decision.

2. Step Two

- (a) In the event the grievance is not settled by the Supervisor, the employee shall submit the grievance, in writing, to the Executive Director of Business, Operations, and Human Resources and within five (5) working days from the date of Step One. The grievant and the Supervisor shall sign the grievance letter. The grievance letter must indicate:
 - 1) A statement of the grievance and the facts upon which it is based which cites the alleged violation(s) of the Agreement, and
 - 2) The remedy or correction requested.
- (b) The Executive Director of Business, Operations, and Human Resources shall meet with the Supervisor and grievant at a time mutually agreeable to them, but no later than fifteen (15) working days following the date of the receipt of the appeal.

3. Step Three

- (a) In the event the grievance is not settled by the Executive Director of Business, Operations, and Human Resources, the grievant shall appeal in writing to the Superintendent within five (5) working days of the date the decision of the Executive Director of Business, Operations, and Human Resources was due. The appeal shall state the reason or reasons why the decision of the Executive Director of Business, Operations, and Human Resources was not satisfactory.
- (b) The Superintendent shall meet with the Executive Director of Business, Operations, and Human Resources, Supervisor, and grievant at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.
- (c) The Superintendent shall then give his decision in writing to the Employee within five (5) working days of meeting. The Superintendent's decision is the final step in the grievance procedure.

**ARTICLE IV
ACT OF GOD DAYS**

- A. Employees shall be compensated for the first school cancellation day per school year. Employees are not to report to work on scheduled days of student instruction which are cancelled by District administration. In the event that management is late in notifying Class I Food Service employees and they report to work and start their duties, they will be compensated for four (4) hours at their normal rate of pay. In the event that management fails to notify Class II or III Food Service employees of the cancellation and they report to work, they will be compensated for two (2) hours at their normal rate of pay.

These cancellations may be rescheduled at the discretion of the Board of Education. Employees shall work on any rescheduled day at their normal rate of compensation for days the food service department is scheduled to operate.

Should an employee with available personal business leave time choose to do so, they may request to use a personal business day as compensation for cancelled day of school. This request must be made in writing and approved by the immediate supervisor.

- B. In the event a bargaining unit member receives unemployment and/or underemployment compensation benefits during the school year (associated with his/her regular 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 member works those instructional days at a later time, the member will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the member for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions:
1. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had there not been any such instructional days canceled for such reason.
 2. If any employee collects unemployment compensation during the summer and returns to work for the full school year, the employee shall reimburse the Employer such unemployment compensation received through payroll deduction.
 3. This provision shall not be interpreted in a manner inconsistent with state or federal law.

**ARTICLE V
JURY DUTY**

- A. An Employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Board an amount equal to the difference between the amount of wages the Employee otherwise would have earned by working for the Board on that day, and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which the Employee reports for or performs jury duty and on which the Employee otherwise would have been scheduled to work.
- B. In order to receive payment, an Employee must give the Board prior notice that the Employee has been summoned for jury duty and must furnish satisfactory evidence that the Employee reported for or performed jury duty on the days for which the Employee claims such payment.

**ARTICLE VI
LEAVES**

All leave requests must be submitted in writing. An employee returning from an approved leave of absence shall be reinstated to her position, if available, or to the next available position comparable to the one vacated by the employee. Seniority and longevity shall not accrue during unpaid leaves of absence.

For purposes of this article, the immediate family shall be defined as the father, mother, father-in-law, mother-in-law, spouse, children, sister, brother, grandchildren, grandmother and grandfather.

A. FULL-TIME EMPLOYEE LEAVES

1. FUNERAL LEAVE

- (a) A maximum of four (4) days for a death in the immediate family.

Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance may be granted at the discretion of the immediate supervisor.

2. PERSONAL BUSINESS DAY

- (a) Each full-time Employee shall have two (2) paid personal days each year to be used in that fiscal year. These may be used for personal business which cannot be conducted on other than a work day according to the following provisions:
- (01) Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate Supervisor.
 - (02) Personal leave is to be used for sound, pressing, and unavoidable reasons only, and its proper use may be subject to verification at the request of the school administration if warranted by the Employee's previous attendance record, or if there is legitimate cause to suspect that the leave has been used improperly.
 - (03) All part time employees that transfer to full time status shall have their accumulated personal days converted to sick days.
Example: A part time employee (with a 3 hour per day schedule) has accumulated 10 personal days, to convert to full time sick days you would take the 10 days X 3 hours per day = 30 hours, divide 30 hours by the number of hours in the new schedule (say 6), that would equal 5 days to be added to the employees sick bank.
Use and accumulation of sick days shall follow the provisions set forth in ¶3 below.
 - (04) Full time food service employees shall be paid at the rate of \$50 per day for personal business days they have not utilized in a school year up to a maximum of \$100 per school year.

Part time food service employees shall be paid at the rate of \$25 per day for personal business days that they have not utilized in a school year up to a maximum of \$100 per school year.

3. PAID SICK LEAVE

- (a) Full time employees working 30 hours or more will accrue (.8) sick leave days per month worked, for a total of eight (8) days per year. Employees hired after the beginning of the school year will be credited with .8 days per full month for the balance of the school year.
- (b) Any of the unused allowed sick days will be credited to the Employee's record and may be accumulated to a total of forty-five (45) days. Accumulated sick time will not be paid upon termination of employment.

ACCUMULATED TOTAL = 45 DAYS MAXIMUM

- (c) Employees unable to perform their duties because of illness should notify their Supervisor before or at the start of the workday.
- (d) When an employee is absent due to illness, non-duty related disability, or injury, the Employer may request, at its discretion, a physician's statement for absenteeism and/or return to work.
- (e) Sick leave time can not be used for vacation time.

4. UNPAID SICK LEAVE

- (a) An employee who is physically unable to report for work because of illness, a condition or accident which is non-compensable under the Workers' Compensation Law shall be granted an unpaid leave for a reasonable period of time not to exceed one (1) year, provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a statement from a medical or osteopathic doctor of the necessity for such and for the continuation of such absence when the same is requested by the Employer. Leaves of absence for periods in excess of one (1) year may be granted at the Employer's discretion. Unpaid leaves of absence may be granted for a reasonable period of time not to exceed one (1) year for prolonged, serious illness in the employee's immediate family requiring the Employee's care and attendance, as certified by a medical care provider.

To the extent required by the Family and Medical Leave Act (P.L. 103-3), an eligible employee shall be granted leave and the other rights specified by the law. When leave is taken by an eligible employee under the Family and Medical Leave

Act, the District shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible employee rights and responsibilities shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

FMLA leave year shall be a rolling backward year except, as required by law, for military care giving leave which shall be calculated on a rolling forward basis.

5. OTHER LEAVES

- (a) Unpaid leaves of absence for reasons other than stated above may be granted at the Employer's discretion.

B. PART-TIME EMPLOYEE LEAVES

1. FUNERAL LEAVE

- (a) A maximum of four (4) consecutive days for a death in the immediate family.

Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance may be granted at the discretion of the immediate supervisor.

2. PAID SICK LEAVE/PERSONAL BUSINESS DAY

- (a) All employees working less than 30 hours per week are entitled to two (2) paid days scheduled leave for personal business (as defined above) and two (2) paid days scheduled leave for child care or illness.
- (b) Any of the unused allowed sick leave days will be credited to the Employee's record and may be accumulated to a total of twenty (20) days. These accumulated days may only be used for personal illness days (not eligible as paid business days). Accumulated sick time will not be paid upon termination of employment.

ACCUMULATED TOTAL = 20 DAYS MAXIMUM

- (c) Employees unable to perform their duties because of illness should notify their

Supervisor before or at the start of the workday.

- (d) When an employee is absent due to illness, non-duty related disability, or injury, the Employer may request, at its discretion, a physician's statement for absenteeism and/or return to work.
- (e) Sick leave time can not be used for vacation time.

3. UNPAID SICK LEAVE

An employee who is physically unable to report for work because of illness or accident which is non-compensable under the Workers' Compensation Law shall be granted an unpaid leave for a reasonable period of time not to exceed one (1) year, provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a statement from a medical or osteopathic doctor of the necessity for such and for the continuation of such absence when the same is requested by the Employer. Leaves of absence for periods in excess of one (1) year may be granted at the Employer's discretion. Unpaid leaves of absence may be granted for a reasonable period of time not to exceed one (1) year for prolonged, serious illness in the employee's immediate family requiring the Employee's care and attendance.

To the extent required by the Family and Medical Leave Act (P.L. 103-3), an eligible employee shall be granted leave and the other rights specified by the law, consistent with Article VI.4(a) above.

When leave is taken by an eligible employee under the Family and Medical Leave Act, the District shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible employee rights and responsibilities shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

4. OTHER LEAVES

- (a) Unpaid leaves of absence for reasons other than stated above may be granted at the Employer's discretion.

**ARTICLE VII
INSURANCE**

- A. The Board of Education for a twelve month period beginning July 1 during each year of this agreement, shall make premium contributions, specified below, on behalf of full-time employees working 30 hours or more per week for one of the following option packages selected during the open enrollment period. The selection shall be irrevocable for that school year, unless compelling family change necessitates change and is allowable under the plan document.

1. Health Insurance:

Upon submission of written application, the Board shall make payments on behalf of the employee and their eligible dependents for mutually agreed upon health insurance coverage in the amount of \$425 per month for the period of July 1, 2018 through June 30, 2019. At no time shall the Board's contribution for health plan medical benefit costs exceed the contribution limits authorized by the State Treasurer under Section 3 of 2011 Public Act 152 (as amended).

Any health plan medical benefit costs required to maintain coverage in excess of the Board's monthly contributions specified above for Plan A shall be the responsibility of the bargaining unit member and shall be payroll deducted from the wages of that individual.

It is acknowledged that the monthly amount contributed by the Board (as set forth above) shall first be allocated to the premium (and other medical benefit plan costs) for the health plan with any remaining amount of the Board's designated contribution then allocated to fund a qualifying employer sponsored HSA deductible, if the employee is participating in a CPS HSA eligible high deductible health plan.

Example: The HSA single subscriber premium is \$327. The Board would first allocate \$327 of its \$425 monthly contribution for other medical benefit plan costs (as specified above) to the qualifying HSA premium (and other medical benefit plan costs) with the remaining \$98 deposited to the employee's qualifying Health Savings Account.

2. \$10,000 Life Insurance with AD&D

- B. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the written application.
- C. The employee shall report changes in family status to the Human Resources office within 30 days of such change.
- D. The Board agrees to make the premium contributions specified in this Article for the duration of this Agreement. Disputes over policy coverage between the insurance company and employees or their beneficiaries shall not be subject to the grievance procedure but shall be a matter solely between the employee and the insurance company. Any disputes originating over provisions regarding insurance benefits provided in this contract, however, shall be subject to the grievance procedure.
- E. All regular employees (full and part-time) may purchase additional insurance coverage at his/her own expense during an open enrollment period established by the carrier and the Employer. Such insurance will be purchased through payroll deduction of premium amounts from his/her wages. Open enrollment information may be obtained in the Human Resources office.

<p style="text-align: center;">ARTICLE VIII WORKERS' COMPENSATION</p>

- A. An employee who is absent because of an injury or disease compensable under the Workers' Compensation Act shall make a written election of one (1) of the following options at the time he/she becomes eligible for Workers' Compensation benefits:
 - 1. The employee may utilize his/her accumulated sick leave for each day absent, up to a maximum of five (5) days, provided that he/she reimburses the District for the amount of Workers' Compensation benefits received for the corresponding pay period. Employees shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
 - 2. The employee may elect to receive Workers' Compensation benefits only.
 - 3. The employee may elect to receive the difference between his/her regular salary and the amount received as Workers' Compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the employee's sick leave accumulation. (For example: if Workers' Compensation pays sixty percent of full pay, sick leave will only pay forty percent and the sick leave

accumulation shall be charged .4 of a day for each day so used.) Employees shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

<p style="text-align: center;">ARTICLE IX HOURS AND WORK LOADS</p>

- A. Full-time employees should work thirty (30) hours per week up to a forty (40) hours per week as the Supervisor feels the work load is necessary, designated by the Food Service Supervisor and the Associate Superintendent for Operations.
- B. Hours of employment for each individual Employee shall be determined by the Food Service Supervisor and the Associate Superintendent for Operations. Review of an Employee's hours will be granted upon request.
- C. Break Provision: Paid break time will be provided as follows:
 - Less than Four (4) hours = 0 minute break
 - Four (4) to Six (6) hours = 15 minute break
 - More than Six (6) hours = 22 minute break
- D. In the event a substitute employee is needed, the most senior employee will have an opportunity to fill the vacated position provided that she is qualified to perform the duties of the vacated position. When the most senior person's position is vacated for more than five (5) working days, then the next senior worker will be utilized at that position provided she is qualified to perform the duties of that position.
- E. Food Service Employees shall have first priority in filling vacant breakfast serving positions. Employees will be compensated at the current Class III (Server) rate for actual hours worked.

**ARTICLE X
OVERTIME**

- A. Any overtime worked in excess of forty (40) hours per week by regular employees under the direction of the Supervisor will be paid at the rate of one and one half (1 ½) times the hourly rate. This would include time spent for evening or weekend work, special functions and events. This does not include duties performed for special functions that occur during the normal scheduled work day which will be compensated at employee's regular rate of pay.
- B. Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work.

**ARTICLE XI
UNPAID VACATION**

- A. An employee, at the discretion of the Board, may be granted unpaid vacation according to the following schedule upon proper notification to the Food Service Supervisor:
 - 0 - 3 years = 2 days
 - 4 - 6 years = 4 days
 - 7 - 10 years = 10 days
- B. No more than one employee may be on vacation on the same day or days. Request for any unpaid vacation days will be honored on a first come first served basis. Where two or more employees request the same day or days at the same time, seniority will prevail.

**ARTICLE XII
DISCIPLINE & DISCHARGE**

Dismissal, suspension, and or any other disciplinary action of any non-probationary employee shall be only for just and stated causes with the non-probationary employee having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or any other disciplinary action shall be sent to the employee. The causes which the District determines sufficient for dismissal, suspension, and/or any other disciplinary action, include but are not limited to the following:

- A. Infraction of school rules, such as: intoxication, use of illegal drugs or any abusive job behavior
- B. Stealing or dishonesty
- C. Falsifying of documents (time cards, etc.)
- D. Failure to report to work for one day without good and sufficient cause and proper notification
- E. Incompetence
- F. Insubordination
- G. Excessive absence or tardiness
- H. Willful violation of employer rules

**ARTICLE XIII
SENIORITY**

- A. A newly hired Employee shall have a period of ninety (90) working days of probation. Days of absence during the first ninety (90) work days shall not be counted toward the probationary period. A Probationary Employee may be discharged with or without cause or notice and may not grieve the termination.
- B. Seniority shall start upon the first day of hire of a regularly scheduled Employee (including 2.5 hourly employees).
- C. An up-to-date seniority list shall be kept by the Human Resources, available to the Employees

yearly. If there is no challenge to the seniority list within ten (10) working days of its receipt by the Association, such list shall be considered conclusive.

- D. Employees being laid off first shall be Employees with the least seniority in the classification being reduced. When a reduction of hours is necessary, the Board will notify the Association and consider their input regarding layoff. Layoff shall first be accomplished by reducing the hours of those with the least seniority in the classification being reduced, provided that the remaining employees are qualified to perform the job functions of the laid-off or reduced employee.

If in the future, a reduction of hours would be necessary, six (6) hour persons may be assigned a combination, split shift to an elementary school to maintain their full-time status. It shall be understood that there shall be no travel mileage paid between schools for this assignment.

- E. If an employee should terminate his/her employment, his/her seniority shall terminate the same day.
- F. When an Employee substitutes for a person with a higher classification for one (1) day or more, the person doing the substituting shall receive the hourly wage for that classification.
- G. A new Employee does not have to be a substitute.
- H. Upon completion of the probationary period, the Employee's seniority date shall be retroactive to date of hire. In the event the Board hires two (2) Employees on the same date, the Employees would then be placed on the seniority list based on their date of hire, and the Employee whose last name begins with the first letter in the alphabet would be determined to be the more senior Employee, and such Employees shall be placed on the seniority list on that basis.

<p>ARTICLE XIV ASSIGNMENT, TRANSFER, PROMOTIONS</p>

- A. Promotions to a higher classification will be made when compatible with the best interest of the school system. All promotions, when possible, shall be made from within the group, provided said Employee is fully capable to perform the duties of said position. All job openings shall be posted for five (5) days prior to filling a vacancy. All Employees being considered for promotions shall have a satisfactory work service record and capabilities. Skills, ability, education, effort, qualifications, prior evaluations, and seniority may be major considerations.

**ARTICLE XV
HOLIDAY PAY**

- A. Pay for holidays shall be averaged on an hourly position for the previous thirty (30) days before pay is due (reference to six (6) hour person in added assigned hours).

- B. Holiday pay for all full time and part time employees shall be paid as follows if school is not in session:

Day Before or After New Year's Day	New Year's Day
Memorial Day	Labor Day
Thanksgiving	Day After Thanksgiving
Day Before or After Christmas	Christmas Day
Two (2) Christmas Break Days	

ARTICLE XVII WAGE SCALES & CLASSIFICATION
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JULY 1, 2018 - JUNE 30, 2019				
		CLASS I	CLASS II	CLASS III
	STEP 1		\$ 12.09	\$ 10.00
	STEP 2		\$ 12.40	\$ 10.57
	STEP 3	\$ 13.64	\$ 12.74	\$ 11.79
	STEP 4	\$ 13.71	\$ 12.81	\$ 11.88
	STEP 5	\$ 13.79	\$ 12.90	\$ 11.94
	STEP 6	\$ 13.87	\$ 12.95	\$ 12.03
	STEP 7	\$ 13.92	\$ 13.04	\$ 12.09
	Probationary/New Hire (for first 60 work days)	\$ 10.00		
Steps will be granted on July 1, 2018, for those staff receiving an "effective" or higher rating on their most recent performance evaluation.				
CLASS I: Food preparation work leader/head cook				
CLASS II: Food preparation				
CLASS III: Servers and cashiers (may assist Class II with food prep)				
*Any currently employed (as of July 1, 2018) head cook will be paid at their base rate plus \$0.20/hour.				

**ARTICLE XVIII
ATTENDANCE INCENTIVE**

- A. For full time employees: An attendance incentive is available for no or limited loss of time other than court ordered, funeral leave, or preplanned personal business days as outlined below. Incentive will be paid the last pay of the contract year (June).

Full time employees (as defined in Article I)

- 0-1 Absences During Contract Year = \$500 off schedule payment
- 2-3 Absences During Contract Year = \$300 off schedule payment

- B. For part time employees: An attendance incentive is available for no or limited loss of time other than court ordered, funeral leave, or personal business (preplanned and not converted to illness) days as outlined below. Incentive will be paid the last pay of the contract year (June).

Part time employees (those under 30 hours per week)

- 0-1 Absences During Contract Year = \$300 off schedule payment

**ARTICLE XIX
SEVERENCE PAY INCENTIVE**

- A. FULL-TIME EMPLOYEES (30 or more hours per week)

An employee who retires under the MPSERS after ten (10) or more years employment with the district is eligible for a one-time payment of \$1,000.00 (one thousand and no/100 dollars). Written notification of retirement must be received by the Superintendent at least thirty (30) days prior to retirement date in order to qualify for this transitional pay. Transitional services must be provided by the retiree.

A full-time employee who quits or whose employment is terminated by the employer is NOT eligible for any severance pay incentive under this provision.

- B. PART-TIME EMPLOYEES (less than 30 hours per week)

An employee who retires under the MPSERS after ten (10) years employment with the district is eligible for a one-time payment of \$500.00 (five hundred and no/100 dollars). Written notification of retirement must be received by the Superintendent at least thirty (30) days

prior to retirement date in order to qualify for this transitional pay.

A part-time employee who quits or whose employment is terminated by the employer is NOT eligible for any severance pay incentive under this provision. Transitional services must be provided by the retiree.

<p style="text-align: center;">ARTICLE XX SCOPE, WAIVER AND ALTERATION OF AGREEMENT</p>
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- A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained in this Agreement shall be made by any employees, group of employees, supervisory or administrative personnel, unless executed in writing between the parties to this Agreement and after having been ratified by both the Board of Education and the Unit.
- B. 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 of and conditions herein.
- C. If any Article or paragraph of this Agreement or any supplement 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 paragraph should be restrained by such tribunal) the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or paragraph.
- D. It is hereby agreed that this Agreement is the complete understanding between the parties.
- E. The Association and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Association, therefore, agrees that its officers, Representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work.
- F. The Board shall not authorize, instigate, cause, aid, encourage, ratify or condone any lockout of employees.
- G. If an emergency financial manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the Collective Bargaining Agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

**ARTICLE XXI
ACCEPTANCE**

The effective date of this agreement is July 1, 2018 to June 30, 2019.

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

CHARLOTTE BOARD OF EDUCATION

FOOD SERVICE EMPLOYEES

President, Board of Education

Unit Representative

Secretary, Board of Education

Unit Representative

Superintendent of Schools

Date

Date

Signed document available for inspection by contacting the Central Administrative Offices

LETTER OF AGREEMENT

Between

CHARLOTTE PUBLIC SCHOOLS

and

FOOD SERVICE EMPLOYEES ASSOCIATION

The undersigned parties agree that Food Service Employees shall be paid one and one half (1 1/2) times their regular hourly rate for work performed for the Annual All School Reunion Banquet. This agreement shall expire on June 30, 2019.

CHARLOTTE BOARD OF EDUCATION

FOOD SERVICE EMPLOYEES

President, Board of Education

Unit Representative

Secretary, Board of Education

Unit Representative

Superintendent of Schools

Date

Date

LETTER OF AGREEMENT
Between
CHARLOTTE PUBLIC SCHOOLS
and
FOOD SERVICE EMPLOYEES ASSOCIATION

Distribution of Catering Net Income

Net income will be determined for catering events in total for the year through May 31st of the year and shall be determined as 50 percent of catering gross income. Food Service employees shall be eligible for a distribution of net income from catering events amounting to 40% of net income with the distribution allocation as follows:

- Part time employees shall receive the equivalent of 25% for distribution.
- Full time employees shall receive the equivalent of 75% for distribution.

Example: With \$8000 of catering net income, 40% would be available for distribution, or \$3200. With 8 full time employees and 8 part time employees employed, full time employees would receive 75% and part time employees would receive 25%.

This Letter of Agreement expires June 30, 2019 and will be re-evaluated upon the request of either party.

CHARLOTTE BOARD OF EDUCATION

FOOD SERVICE EMPLOYEES

President, Board of Education

Unit Representative

Secretary, Board of Education

Unit Representative

Superintendent of Schools

Date

Date

Signed document available for inspection by contacting the Central Administrative Offices