

AGREEMENT

between

CHARLOTTE PUBLIC SCHOOLS

378 State Street
Charlotte, MI 48813

and

**CHARLOTTE PUBLIC SCHOOLS FOOD SERVICE
EMPLOYEES ASSOCIATION**

July 1, 2023 through June 30, 2026

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**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;
- 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 determine reasonable provisions for health, safety, and first aid of employees during hours of employment;
- M. 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;
- N. To determine the use of volunteers in providing services;
- O. Food Service Employees may be evaluated annually.
- P. 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.

**ARTICLE III
GRIEVANCE PROCEDURE**

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 filed 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 Associate Superintendent of Business/Operations and within five (5) working days from the date of Step One. The grievant and the Steward, or his/her designee, shall sign the grievance letter. The grievance letter must indicate:
 - 1) A statement of the grievance and the facts upon which it is based
 - 2) The alleged violation(s) of this Agreement including the specific section implicated by the alleged violation(s).
 - 3) The date on which the events causing the grievance are claimed to have occurred; and
 - 4) The remedy or correction requested.
- (b) The Associate Superintendent of Business/Operations shall meet with the Steward, or his/her designee, 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. If the Steward or designee fails to respond to the Associate Superintendent's attempts to meet before the fifteen (15) working days has expired, the grievance shall be considered abandoned by the grievant. The Associate Superintendent or designee shall issue their decision in writing to the Steward within five (5) working days of the above meeting.

3. Step Three

- (a) In the event the grievance is not settled by the Associate Superintendent of Business/Operations, the grievant shall appeal in writing to the Superintendent within five (5) working days of the date the decision of the Associate Superintendent of Business/Operations was due. The appeal shall state the reason or reasons why the decision of the Associate Superintendent was not satisfactory.
- (b) The Superintendent shall meet with the Steward, and grievant at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal. If, following reasonable attempt to find a mutually agreeable time to meet, the Steward or designee fails to respond before the fifteen (15) working days has expired, the grievance shall be considered abandoned by the grievant.
- (c) The Superintendent shall then give their 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. When the employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee will be paid for the first three (3) such days per school year. For cancellations beyond three (3) days, the member may use their available paid time off allowance to receive compensation. In the event that management is late in making a reasonable attempt to notify Food Service employees and they report to work and start their duties, 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.

- 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.

Applicable leaves shall run concurrently with FMLA leave.

A. PAID LEAVES

1. FUNERAL LEAVE

(a) A maximum of four (4) days for a death in the immediate family. Immediate family is defined as the employee's father, mother, father-in-law, mother-in-law, spouse, children, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, grandmother, grandfather, grandchild and others living within the household of the employee.

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 employee shall have three (3) 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. This exception will be waived if an employee wishes to use a personal day in lieu of an unpaid school cancellation day.
 - (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) 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 \$30 per day for unused personal business days in a school year, up to a maximum of \$60 per school year.

3. PAID SICK LEAVE

- (a) Employees will be credited with a total of eight (8) paid sick days per year. Equivalent hours will be based on the employee's normal daily assigned schedule. Employees hired after the beginning of the school year will be credited with a prorated number of days based on days scheduled 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 thirty-five (35) days (or equivalent hours calculated based on the employee's normal daily assigned schedule. Accumulated sick time will not be paid upon termination of employment.

ACCUMULATED TOTAL = 43 DAYS MAXIMUM (8 + 35)

- (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 cannot be used for vacation time.

4. CRISIS SICK LEAVE

A crisis sick leave extension may be allowed to cover emergency situations where an employee faces an extended absence qualifying for FMLA leave. A written request must be received by the Superintendent from the employee and all of the employee's own sick leave days must be exhausted. Crisis sick leave may be granted for up to a maximum of ten (10) days, subject to the Superintendent's approval.

B. UNPAID SICK LEAVE

1. 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.

2. OTHER UNPAID LEAVES

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

C. Michigan Paid Medical Leave Act ("PMLA")

In accordance with the Michigan Paid Medical Leave Act ("PMLA"), MCL 408.961 *et seq.*, an eligible non-exempt (hourly) employee may use up to forty (40) hours of paid medical leave for any of the following for the employee or family member per fiscal year:

1. Mental or physical illness, injury, or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings or relocation.
3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the MPMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, worked an average at least 25 hours per week during the immediately preceding calendar year.

<p style="text-align: center;">ARTICLE VII INSURANCE</p>

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 (as defined above) 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. The insurance benefits listed below are available to employees who are regularly scheduled to work 30 hours or more per week.

1. Health Insurance:

Upon submission of written application, the Board shall make payments on behalf of the eligible employee and their eligible dependents for mutually agreed upon health insurance coverage in the amount of \$550 per month. 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). This amount will increase to \$555.00 per month for the 2024-2025 contract year and \$570.00 per month for the 2025-2026 contract year.

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 \$472. The Board would first allocate \$472 of its \$550 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 \$78 deposited to the employee's qualifying Health Savings Account.

2. Life Insurance:

\$10,000 Life Insurance with AD&D: Eligible employees may elect to receive a life insurance policy in the amount of \$10,000 with AD&D coverage. The District will select the policy and pay the policy premium. The District, Association, and employee are subject to the terms set forth in the insurance policy.

3. Long Term Disability (LTD):

Eligible employees may elect to receive LTD offered and paid by the District.

4. Vision and Dental Insurance:

Eligible employees may elect to receive single subscriber vision and dental insurance offered and paid by the District.

5. Cash in Lieu of Health Insurance:

Eligible employees who voluntarily and in writing opt out of health insurance coverage and who provide documentation to the Board that the employee is enrolled in other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act will receive a cash in lieu of insurance payment of \$400.00 per month to be processed through payroll and subject to regular state and federal withholdings.

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 on behalf of eligible employees as 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.

**ARTICLE IX
HOURS AND WORK LOADS**

- 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 = 30-minute break or two (2) 15-minute breaksThe timing of the break period will be determined by the immediate supervisor.

**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.
- C. All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet. Failure to follow these requirements may result in discipline.

**ARTICLE XI
UNPAID VACATION**

- A. An employee, at the discretion of the Board or their designee, 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 reviewed 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, policies, regulations, and/or laws
- I. Misconduct

**ARTICLE XIII
SENIORITY**

- A. A newly hired Employee shall have a period of one hundred and fifty (150) working days of probation. Days of absence during the first one hundred and fifty (150) 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. Upon notice to the Union, the Employer may extend an Employee's probationary period for up to thirty (30) additional work days if the Employer has documented the Employee's performance concerns and/or misconduct.
- B. Seniority shall start upon the first day of hire of a regularly scheduled Employee (including part time 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 an evaluation rating of ineffective, an evaluation rating of minimally effective, and then those with 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, or the District terminates 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. 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.

**ARTICLE XIV
ASSIGNMENT, TRANSFER, PROMOTIONS**

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 based upon the employee's normal daily assigned schedule.

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 XVI
WAGE SCALES & CLASSIFICATION**

Minimum Beginning Hourly Rate: \$13.50 - \$15.00 per hour
Hourly rate upon hire is at the sole discretion of the District based upon previous related experience, certifications, or other qualifications deemed appropriate.

Work Leader Premium Pay: Food service staff assigned the position of work leader at the Middle School/Upper Elementary School or High School will be paid an additional \$2.00 per hour in recognition of additional duties assigned. Food service staff assigned to the position of work leader at a lower elementary school (Galewood, Washington, or Parkview) will be paid an additional \$1.00 per hour in recognition of additional duties assigned.

Shift Premium Pay: Working evening events (after 3:00 p.m) and weekends (Saturday or Sunday) events: \$2.00/hour premium pay. This also applies to catering events on non-school days.

Class definitions shall reflect the normal assigned daily job duties and does not restrict management's right to occasionally assign additional duties as necessary to meet the needs of the department.

Beginning July 1, 2023, all current staff receiving an effective or higher on their 2022-2023 annual performance evaluation will receive a base hourly rate increase equivalent to the chart in Attachment A.

Beginning July 1, 2024, all current staff receiving an effective or higher on their 2023-2024 annual performance evaluation will receive an hourly rate increase equivalent to their June 30, 2024 base hourly rate x 1.03 (3.0% increase).

Beginning July 1, 2025, all current staff receiving an effective or higher on their 2024-2025 annual performance evaluation will receive an hourly rate increase equivalent to their June 30, 2025 base hourly rate x 1.03 (3.0% increase).

**ARTICLE XVII
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. If an employee uses their leave time for pay on a day that school is canceled, it will not be used to calculate incentive pay. Incentive will be paid on the first pay in January and the last pay in June

Full Time Employees (as defined in Article I)		
	July 1 - December 31	January 1 - June 30
0-1 Day Absent	\$250	\$250
2-3 Days Absent	\$150	\$150

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. If an employee uses their leave time for pay on a day that school is canceled, it will not be used to calculate incentive pay. Incentive will be paid on the first pay in January and the last pay in June

Part Time Employees (as defined in Article I)		
	July 1 - December 31	January 1 - June 30
0-1 Day Absent	\$150	\$150
2-3 Days Absent	\$50	\$50



**ARTICLE XVIII
SEVERENCE PAY INCENTIVE**

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

An employee who retires under MPSERS after fifteen (15) or more years employment with the district is eligible for a one-time payment according to the schedule below. Written notification of retirement must be received by the Superintendent at least sixty (60) calendar 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.

Years of Employment	Full Time Incentive Amount	Part Time Incentive Amount
15-19 years	\$1,250.00	\$625.00
20 or more years	\$1,500.00	\$750.00

**ARTICLE XIX
SCOPE, WAIVER AND
ALTERATION OF AGREEMENT**

- 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. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual employee contracts heretofore in effect. All

future individual employee contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board. Individual contracts shall not be issued until both parties ratify this Agreement.

- E. This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were subjects of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- F. 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.
- G. The Board shall not authorize, instigate, cause, aid, encourage, ratify or condone any lockout of employees.
- H. 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 XX
ACCEPTANCE**

The effective date of this agreement is July 1, 2023 to June 30, 2026.

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

CHARLOTTE BOARD OF EDUCATION

Maura Kohn
Secretary, Board of Education

D. [Signature]
Superintendent of Schools

5-8-23
Date

FOOD SERVICE EMPLOYEES

Debbie Langmaace
Unit Representative

Beth [Signature]
Unit Representative

5/11/23
Date

ATTACHMENT A - BASE WAGES

2022-2023 Reference	2023-2024 Beginning July 1, 2023	2024-2025	2025-2026
\$11.00	\$13.50	\$13.91	\$14.32
\$11.71	\$13.90	\$14.32	\$14.75
\$12.55	\$13.93	\$14.35	\$14.78
\$12.70	\$14.13	\$14.55	\$14.99
\$12.73	\$14.13	\$14.55	\$14.99
\$12.75	\$14.13	\$14.55	\$14.99
\$13.00	\$14.43	\$14.86	\$15.31
\$13.46	\$14.94	\$15.39	\$15.85
\$14.12	\$15.67	\$16.14	\$16.63
\$14.29	\$15.86	\$16.34	\$16.83
\$14.53	\$16.40	\$16.89	\$17.40
\$15.27	\$16.68	\$17.18	\$17.70

	Work Leader - Lower Elementary - ADD \$1.00 Prem Pay
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	Work Leader - Secondary - ADD \$2.00 Prem Pay
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