

**Farwell Support Staff (FSS)
Employee Handbook
2020-2021**

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INTRODUCTION

WELCOME

Welcome to the Farwell Area Schools. As we move forward, there are many changes and challenges for all of us. This Handbook was created to help guide administration and staff with working together and setting groundwork for understanding.

The Farwell Area Schools strives to maintain a high quality of service to the students and the community in a friendly and professional manner. To reach this goal, it is essential that each Farwell Support Staff member cooperate with fellow employees and perform duties cheerfully, faithfully, diligently, and competently.

Each Farwell Support Staff employee will, of course, have questions about the Farwell Area Schools and his or her role in promoting the achievement of school district objectives. This *Handbook* has been prepared to answer questions from new and current employees. Please feel free to contact your group stewards or the Superintendent's office if you have any other questions that are not addressed in the Handbook.

APPLICABILITY

This Handbook applies to all "support staff" employees of The Farwell Area Schools. These classifications include:

- (1) bus mechanic/maintenance employees;
- (2) custodial employees;
- (3) food service employees
- (4) maintenance employees;
- (5) transportation employees.

This Handbook does not cover any other employees of the Farwell Area Schools including, but not limited to, administrative and supervisory employees, teachers, central office clerical and administrative support employees, substitutes, and temporary employees. Additionally, this Handbook does not cover the employees of third-party service providers who are in contracted service relationships with the Farwell Area Schools

It is important to note that this Handbook supersedes any and all prior practices and policies of the Farwell Area Schools, oral or written, covering the topics addressed in this Handbook. Any and all statements and policies within the Handbook are subject to change, in whole or in part, at the discretion of the Farwell Area Schools Board of Education at any time. The Farwell Area Schools Board of Education retains the right to change, modify, suspend, interpret, or cancel, in whole or in part, any of its published or unpublished personnel policies or procedures without advance notice, in its sole discretion, without having to give cause or justification or consideration to any employee. As a matter of courtesy, all efforts will be made to communicate changes of this handbook to the FSS.

TERMS OF EMPLOYMENT

THIS EMPLOYEE HANDBOOK IS NOT INTENDED TO BE A CONTRACT OF EMPLOYMENT. THE EMPLOYMENT RELATIONSHIP BETWEEN SUPPORT STAFF EMPLOYEES COVERED BY THIS HANDBOOK AND FARWELL AREA SCHOOLS BOARD OF EDUCATION IS TERMINABLE AT THE WILL OF EITHER FARWELL AREA SCHOOLS BOARD OF EDUCATION OR THE FARWELL SUPPORT STAFF (FSS) EMPLOYEE. This means that just as any FSS employee may terminate his or her employment with FARWELL AREA SCHOOLS BOARD OF EDUCATION at any time, for any reason or no reason, so may FARWELL AREA SCHOOLS BOARD OF EDUCATION terminate an employee at any time for any reason that is not arbitrary or capricious.

MODIFICATION OF HANDBOOK

The terms of the employment relationship and any provision of this Handbook may not be revised by oral statements made by supervisory personnel or other persons. Modifications to the content of this Handbook can only be made by the Board of Education and those modifications, to be effective, must be in writing.

EQUAL EMPLOYMENT OPPORTUNITY

The Farwell Area Schools is an equal opportunity employer that supports and subscribes to a policy of nondiscrimination in all aspects of employment. The Farwell Area Schools will not discriminate on the basis of race, color, religion, national origin, sex, age, height, weight, marital status, veteran status, disability, genetic information, pregnancy, or for any other reason prohibited by federal or Michigan law. See Board Policies at <https://www.farwellschools.net/>.

Under Michigan and federal law, an employee may not be discriminated against in employment due to a disability that can be reasonably accommodated to enable the employee to perform the essential functions of his/her job. Qualified individuals with disabilities who feel accommodation is needed to perform the essential functions of their job must notify the Superintendent's office, in writing, of a need for accommodation within one hundred eighty-two (182) days after the date on which that person knew or reasonably should have known that an accommodation was needed.

WORKING CONDITIONS AND ANNUAL ASSIGNMENTS

- A. It is hereto understood by the parties that the assignment of duties to any immediate employee in his or her respective classification shall be vested with the Employer, consistent with the provisions outlined in this handbook.
 1. Open Positions
The Employer will consider the preference and qualifications of the senior employee when determining job assignment. This shall not apply to the

filling of vacancies, provided seniority remains the determining factor in job bidding. The final decision on all job assignments rests with the Board. The Board reserves the right to make justified temporary changes in assignment, with no loss in pay to the employee, not to exceed fifteen (15) calendar days.

2. Realizing that employees shall only be required to report to or take orders from one (1) supervisor, a general chain of command for all classifications will be posted and each employee's duties outlined will include the name and/or title of his or her immediate supervisor.
3. All costs of licenses required as a condition of employment will be paid by the Board.
4. Mileage reimbursement: Employees required to use their own vehicle in the performance of their duties shall be reimbursed at the current Internal Revenue Service rate.
5. Mechanics, Maintenance, Custodian, and Food Service employees shall be supplied the following for uniforms to be maintained by the employee as follows:
 - a. The Employer will provide \$150.00 for Mechanics, Maintenance, and Custodian employees annually. The Employer will provide \$100.00 for Food Service employees annually, and up to \$50 in approved shirts. Reimbursement will be provided as soon as possible after purchase.
 - b. Present employees: One (1) set of coveralls every other year.
 - c. New employees: Two (2) sets of coveralls the first year and then one (1) set of coveralls every other year.
6. The Employer will supply a raincoat to be kept in the food service van.

POLICY AGAINST SEXUAL HARASSMENT (Title IX)

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constitutes harassment when:

1. Submission to the conduct or communication is made either an explicit or implicit condition of employment;
2. Submission to or rejection of the conduct or communication by an individual is used as a factor in an employment decision affecting the harassed employee; or
3. The conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment.

Examples of prohibited conduct include, but are not limited to: lewd or sexually-suggestive comments; off-color language or jokes of a sexual nature; slurs or verbal, graphic or physical conduct relating to an individual's sex; or any display of sexually-explicit pictures, greeting cards, articles, books, photos or cartoons. Any employee or applicant who believes this policy may have been violated shall report the incident to

your direct supervisor or the Superintendent. The Farwell Area Schools will not permit or tolerate any form of reprisal or retaliation against an employee or applicant reporting any incident of claimed harassment.

It is each employee's responsibility to eliminate all forms of prohibited harassment. It is the responsibility of each supervisor to take reasonable measures to prevent such behavior from occurring within his or her work area. It is the responsibility of each and every employee of the Farwell Area Schools to report all incidents of harassment forbidden by this policy. We request that you immediately make any report so that a complaint can be quickly and fairly resolved.

Complaints of sexual harassment will be promptly and carefully investigated. See Board Policy at <https://www.farwellschools.net>. An investigation may include interviews of possible witnesses including the person claiming the harassment occurred, and the person or persons claimed to be involved in the harassment. The privacy of the person issuing the complaint, of the person accused, and the steps taken in the investigation will be protected to the extent possible, except that the employer will report its findings to the person making the complaint and to the person or persons who are claimed to be involved.

If the employer's investigation establishes that the complaint is valid, immediate and appropriate corrective action will be taken to stop the harassment and prevent its recurrence.

Title IX Sexual Harassment

Consistent with Policy 3115, the District prohibits unlawful sex discrimination, including harassment and retaliation, in any of its education programs or activities in accordance with Policy 3118, Title IX of the Education Amendments of 1972 and corresponding implementing regulations.

EMPLOYMENT BASIC INFORMATION

TRAINING PERIOD

Your first ninety (90) days of employment with the Farwell Area Schools are considered to be a period of training and adjustment. You will receive orientation and training during this time, and you should not be hesitant about asking questions to help you better understand your job, policies, procedures, and, most importantly, your role in enabling the Farwell Area Schools to achieve its objectives and goals.

EMPLOYMENT STATUS

The Farwell Area Schools reserves the right and exclusive discretion to determine the length of the work year, the number of work weeks, work days and number of work hours for each support staff employee. For purposes of benefit administration, the following descriptive categories have been created. These are not, however, guarantees of employment for any number of months, weeks, days or hours.

1. **Regular, Full-Year, Full-Time**: A support staff employee who is scheduled to work on a regular basis to work twelve (12) months and an average of forty (40) hours per week.
2. **Regular, School-Year, Full-Time**: A support staff employee who is scheduled on a regular basis to work during the established school year (i.e., excluding summer recess) and an average of forty (40) hours per week.
3. **Regular, School-Year, Part-Time**: A support staff employee who is scheduled on a regular basis to work during the established school year (i.e., excluding summer recess) and an average less than forty (40) hours per week.

CHIEF STEWARDS AND DEPARTMENT STEWARDS

The Board recognizes the rights of the FSS to appoint and/or elect from the seniority list a chief steward and two (2) department stewards. One (1) department steward representing Maintenance employees and Custodial employees, and one (1) department steward representing Cooks and Cafeteria workers and their appropriate alternates. Their duties and responsibilities shall include the investigation and presentation of complaint with the Superintendent and or Board.

To facilitate the discharge of said responsibilities and duties, the Board agrees to permit stewards release from employment duties without loss of time or pay, in accordance with the terms of this handbook, reasonable time to investigate and present complaint to the employer after first obtaining permission from the immediate supervisor with the understanding that this will not be abused.

The privilege of stewards leaving their assigned work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of complaints, and will not be abused; and stewards will perform their regularly assigned work, except when necessary to leave their work to handle complaints and provided herein.

The authority of stewards and alternates so designated by the FSS shall be limited to and not exceeding the following duties and activities,

1. The investigation and presentation of complaints with the Board or its designee in accordance with the provisions of this handbook. Permission may be granted by the immediate supervisor and/or his designee in the proper investigation and presentation of said complaint.
2. The transmission of messages and information originating with or authorized by the FSS or its officers and provided such messages have:

- a. Been reduced to writing; or,
- b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Board's business.

The authority of the FSS steward shall be limited to the acts or functions which said stewards are authorized to perform in this handbook.

FSS employees who believe that this policy has been violated should speak with their steward, supervisor or the Superintendent. FSS employees who believe their supervisor has not or cannot adequately address a violation, are encouraged to address the matter with their steward and or the Superintendent of the Farwell Area Schools.

CONFIDENTIALITY

As a District employee, you are expected to maintain the confidentiality and privacy of a student's personally identifiable information, including student records and communications. See Board Policy at <https://www.farwellschools.net>. Disclosure of student records to other District employees is permissible only where that individual has a legitimate educational interest. The employee should review Board Policies at <https://www.farwellschools.net> and consult with their immediate supervisor for other permissible disclosures or any questions. Further, as a District employee, you may not divulge other confidential information acquired in the course of your employment.

STUDENT/PARENT RELATIONS

Our students and parents/guardians are very important to us. When dealing with a student or parent/guardian, always be courteous, polite, and patient. Occasionally, a situation may arise that is unique. In such cases, inform the student or parent/guardian that you will contact your immediate supervisor and get back to them promptly. Interactions between support staff employees and students are discussed in Board Policies

The Farwell Area Schools also prohibits discrimination against students based upon race, color, ethnicity, national origin, sex, pregnancy, and disability.

EMPLOYMENT OF RELATIVES

If you are a relative of a Board member, the Board member cannot participate in any way in the discussion or vote on the employment of a relative. See Board Policy 2301. A newly employed FSS member cannot be supervised directly by a relative staff member.

CONFLICT OF INTEREST

FSS employees are required to perform all duties in a manner that is free from all conflicts of interest. See Board Policy 2301 for guidelines for identifying a conflict of interest. FSS employees are further prohibited from accepting any money, goods, or services in violation of Board Policy.

MOONLIGHTING

FSS employees are expected to devote their primary work efforts to the Farwell Area Schools. It is, therefore, mandatory that they refrain from engaging in other employment that: (1) presents a conflict of interest with the Farwell Area Schools; or (2) interferes with or negatively impacts the quality of the employee's performance and duties for the Farwell Area Schools.

FSS employees engaging in any outside employment may not do so on the work time or premises of the Farwell Area Schools, or in any way use the resources of the Farwell Area Schools in connection with that outside employment.

SOLICITATION AND DISTRIBUTION

FSS employees are prohibited from engaging in solicitation of any kind for any reason during working hours. Distribution of literature is prohibited during working hours or in work areas.

"Working hours" include the actual working time (excluding designated breaks or meal periods) of both the employee performing the solicitation or distribution and the employee to whom it is directed.

If employees have questions about the meaning of "working hours" or "work areas," they should ask their supervisor for clarification.

DRESS CODE

All FSS employees are expected to dress appropriately for work. Your supervisor may assist you in determining what attire is appropriate. Some jobs may have additional requirements or restrictions for safety reasons.

STANDARDS OF CONDUCT

These rules governing personal conduct are intended to promote the orderly and efficient operation of the Farwell Area Schools, as well as to protect the rights of all our employees. The following conduct is prohibited and will not be tolerated by the Farwell Area Schools. This list is for illustration purposes only; other types of conduct that may jeopardize the personal safety, security or welfare of the Farwell Area Schools or its employees may also be prohibited.

1. Consuming, possessing, reporting to work under the influence of (to any degree), or working under the influence of “controlled substances” or alcoholic beverages.
2. Any violation of the policies or procedures of the Farwell Area Schools regarding substance abuse. Any confirmed failure of a controlled substance or alcohol test by a support staff employee assigned to provide transportation services will result in dismissal of that employee.
3. Theft, deliberate or careless damage or destruction of any property of the Farwell Area Schools or the property of any employee or student.
4. Unauthorized use of the property, equipment, or facilities of the Farwell Area Schools.
5. Acts of dishonesty, deceit, or fraud.
6. Inappropriate comments or conduct in the presence of or directed at students, parents or the Farwell Area Schools employees.
7. Unauthorized use of telephones or computers for personal use during working hours.
8. Violation of the Acceptable Use Policy of the Farwell Area Schools.
9. Removal of any property or records from the premises of The Farwell Area Schools without prior permission from the Superintendent.
10. Unauthorized release of confidential information regarding students or other information designated as confidential by the District.
11. Insubordination or refusal to obey or carry out verbal or written instructions issued by supervisory personnel.
12. Provoking a fight or fighting during working hours or at any time on the property of the Farwell Area Schools.
13. Participating in horseplay or practical jokes during working hours or on school premises.
14. Possession of firearms or any other dangerous weapons at any time on school premises.
15. Falsifying records.
16. Abusive language, physical threats, assaults, violence, discrimination and harassment of employees, students, or parents/guardians.
17. Failure to maintain appropriate attire or appearance in connection with employment of the Farwell Area Schools.
18. Failure to observe designated working schedule, including designated lunch and break periods.
19. Unauthorized absence or excessive absenteeism.
20. Failure to satisfy any standards established by Michigan or federal law for the proper and full performance of assigned position responsibilities.

The above listing is not intended to modify your at-will employment relationship with the Farwell Area Schools. It is for illustration purposes only. Other types of conduct that may jeopardize personal safety, security or the welfare of the Farwell Area Schools or its students or employees is also prohibited.

SUBSTANCE ABUSE AND SUBSTANCE ABUSE TESTING

No Alcohol or Controlled Substances Rule.

It is the objective of the Farwell Area Schools to provide an educational environment for our students and work environment for our employees that is safe and secure. To accomplish this, the Farwell Area Schools will strictly enforce the following rules:

1. No FSS employee shall possess, distribute, use or be impaired (to any degree) by alcohol or controlled substances on District property, while on District business, or during work hours (including rest and meal periods), or otherwise during the course and scope of their employment.
2. FSS employees assigned to provide transportation services to students or in any way utilize District vehicles are performing safety sensitive functions and are, therefore, subject to federal requirements regarding use of alcohol or controlled substances, as well as testing. The failure or refusal of a FSS employee assigned to perform safety-sensitive functions to submit to a required alcohol or controlled substances tests will result in immediate discharge. Those FSS employees with a confirmed positive test for controlled substances or who have an alcohol concentration of 0.02 or greater at the time of testing will be immediately discharged.
3. Whenever the Farwell Area Schools reasonably suspects that any FSS employee's work performance or on-the-job behavior may be affected in any way or to any degree by controlled substances or alcohol, or if there is a reasonable suspicion that employee has otherwise violated the Farwell Area Schools policies pertaining to alcohol and controlled substances, the FSS employee may be required to submit a breath and/or urine sample for testing. A FSS employee who is required to submit to controlled substances or alcohol testing based upon reasonable suspicion and who refuses such testing, will be regarded as insubordinate.
4. For purposes of this policy, controlled substances are those substances defined as "controlled substances" pursuant to federal and Michigan law. "Alcohol" includes alcoholic beverages or intoxicants in any form. If a FSS employee is prescribed to take a controlled substance to address a medical condition and the utilization of that prescribed medication may impair the FSS employee's ability to perform his or her essential job functions, the FSS employee is responsible to bring this matter to the attention of his or her immediate supervisor.

See Board Policies # 4210.

TOBACCO POLICY

No tobacco use will be allowed on the premises or property of the Farwell Area Schools. This rule prohibits tobacco use in all work and non-work areas, including bathrooms and lunch rooms, and on all District parking lots.

SEARCHES

Lockers, tool bins, vehicles, equipment and other property belonging to the Farwell Area Schools must be maintained and secured according to District rules and policies. District property or equipment utilized by support staff employees in connection with performing their work must be maintained and used only for work-related purposes, and used in an appropriate manner. The District reserves the right to inspect all District property to ensure compliance with its rules and regulations.

FSS Employees have no expectation of privacy in connection with their use of District property for storage of personal items. Additionally, in accordance with its Acceptable Use Policy and User Agreements, FSS employees have no expectation of privacy in their use of District technology (e-mail and internet).

SCHOOL PROPERTY

The Farwell Area Schools supplies equipment and tools to FSS employees to use on the job. The tools and equipment remain the property of the District and are not to be used for personal projects or for other personal purposes. The FSS employee is responsible for the loss or damage of the District-owned property due to the support staff employee's carelessness or negligence. See Board Policy # 3304, # 4220.

If property becomes worn or damaged, the FSS employee must bring that matter to the immediate attention of his or her supervisor.

If your employment with the Farwell Area Schools terminates, you must return all District property in your possession at the time of termination.

OUR SCHOOL IS OUR BUSINESS

HOW AND WHEN YOU ARE PAID

All Farwell Support Staff employees of the Farwell Area Schools are paid bi-weekly via the preferred method of direct deposit. If you do not wish to receive direct deposit, you may choose to receive a paper check.

WORK SCHEDULE

The Farwell Area Schools retains the exclusive right to establish work days, hours and schedules of all support staff employees. It is important that you report to work at the time designated and remain until the conclusion of your scheduled work hours, unless otherwise approved in advance by your immediate supervisor. Support staff employees are not to work additional times outside of those scheduled hours without receiving prior approval to do so from their immediate supervisor.

For support staff employees scheduled to work more than five (5) hours in a day, lunch periods will be designated by your supervisor and will generally be for a thirty (30) minute period of time. Lunch periods must be taken away from your work station and will be unpaid.

Eight (8) hour members shall have a thirty (30) minute paid lunch period and two fifteen (15) minute paid rest breaks; one in the work period before and one in the work period after lunch, unless both parties agree to an alternate schedule.

Summer Work Schedule

The Facilities director will work with custodians to schedule summer work hours.

SENIORITY

A newly hired employee shall be on probationary status for ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without recourse of appeal by the FSS. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.

After satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire. This is for regular (full year and school year) employees.

An employee will lose his seniority and terminate his employment with the Board for the following reasons:

- A. Employee quits or retires.
- B. Employee is discharged, and the discharge is not reversed.
- C. Employee is absent for three (3) working days without notifying his supervisor, in proper cases exceptions may be made.
- D. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
- E. If the employee gives a false reason for a leave of absence.
- F. If the employee falsifies pertinent information on his application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority). This Subsection will apply for only the first 24 months of employment, except falsification of physical condition, which will be extended.
- G. If the employee fails to return to work from a leave of absence after two (2) years, or the length of their seniority, whichever is less. This provision does not apply for a Workman's Compensation leave. This Subsection will apply for only the first

24 months of employment, except falsification of physical condition which will be extended.

An agreed to seniority list shall be made available to each employee covered by this handbook on or about August 1 of each year. Such list shall contain date of hire. The seniority list shall have at least five (5) departments, including, but not limited to the following: Bus Drivers, Custodians, Maintenance, Bus Mechanics/Maintenance, and Food Service Workers.

Recommended E. When more than (1) employee is hired by the Board on the same day, seniority will be established by the order of hire and established at that Board meeting of which employees are hire. Employees hired prior to the implementation of this handbook will follow prior seniority practice.

BUMPING PROCEDURE

In the event of a reduction in force or the elimination of positions, the following procedure shall be applied:

- A. Any employee whose job has been eliminated may bump any less senior employee in his/her department at or below his or her pay grade.
- B. Any employee so bumped may bump by similar procedure until all jobs have been filled.
- C. Any employee not desiring to bump shall be voluntarily laid off and placed on a preferred eligibility list for recall to any subsequent vacancy in his/her previous category or below, shall be notified by the administrative assistant to the BOE of all such subsequent vacancies, and shall be granted five (5) days to make application. Failure of said employees to accept a job vacancy within a year shall result in his/her termination. Preferred eligibility shall not be construed to mean preferment over personnel with superior seniority who are not on lay-off status.
- D. No employee shall be entitled to bump into a position for which he/she has not the present ability to perform the work, which same shall be defined as having the ability to perform the job after having reasonable orientation to the assignment involved.
- E. Seniority shall be bargaining unit seniority by department and category.
- F. In the event of lay-off of less than twenty-four (24) months, or the length of the employee's seniority, not to exceed twenty-four (24) months, an employee so laid off shall be given seven (7) calendar days' notice of recall by the administrative assistant to the BOE by mail to his/her last known address. In the event the employee fails to make him/herself available for work at the end of said seven (7) calendar days, he/she shall lose all seniority rights under this Agreement.
- G. Any employee who has filed for unemployment compensation and who has received any money from unemployment funds shall have withdrawn his/her eligibility to bump, unless there is a vacant position within the bargaining unit. Upon employee's receipt of

notice of lay-off, the employee has five (5) days to notify the Board of their desire to bump.

ATTENDANCE

Regularity of attendance and punctuality is essential to the orderly performance of our work. As an employee, you are expected to be punctual and regular in your attendance.

You are expected to report to work on time and be prepared to start work at your regularly scheduled starting time. You are also expected to remain at work through the end of your scheduled hours, except for any designated paid lunch period, regularly scheduled breaks or other absence approved in advance by your immediate supervisor.

It is important when you may be absent or late in your arrival that you notify your supervisor as soon as possible before your scheduled starting time, but no later than one hour before your normal scheduled starting time. In all cases where you may be absent or tardy, you must notify your supervisor of when you will arrive or return to work. If you will be absent with extenuating circumstances, you must call in on any day you are scheduled to report and will not be able to report.

Because your attendance at work is important to providing successful support services to students, unauthorized absence or excessive absenteeism, is not acceptable. In reviewing absences, unpaid leaves to which the employee is entitled under federal law (for example, Family and Medical Leave Act, military leave, jury duty) or under the terms of this Handbook (for example, unpaid disability leaves) will not be considered.

DISCIPLINE - DISCHARGE

When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline.

Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The FSS shall be furnished a copy of all such notices.

Employees shall be subject to disciplinary action for reasons such as, but not limited to, insubordination or violation of Employer's rules and regulations. Employee competency and attendance shall also subject the employee to demotion or termination.

Administrative actions which result in suspension or discharge of employees shall be immediately subject to Step 2 of the Complaint Procedure.

Cleaning Out the Personnel File:

Any disciplinary letter submitted into a personnel file will be subject to review/removal process by a review committee after two (2) calendar years. It is the FSS member's responsibility to request the review process to remove a disciplinary letter. A committee composed of the Chief steward, department steward, the immediate supervisor, business manager, and the superintendent will meet to discuss the disciplinary letter. The decision for removing a disciplinary letter from a file must be agreed upon by a majority of the committee. If a majority of the committee does not agree, the disciplinary letter will remain in the file.

No FSS member shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without due cause.

JOB BIDDING

- A. The FSS chief steward will be notified of newly created positions by the administrative assistant to the BOE. This includes any position of four (4) weeks' duration, regardless of the number of hours worked, but does not include student help.
- B. All job openings in any classification covered under this handbook shall be posted for bid at each school for a period of five (5) days, excluding Saturday, Sunday, and holidays. All bids shall be submitted in writing during this period. All job openings shall be posted in each job site not later than five (5) days after the job becomes vacant.
- C. Insofar as practicable, all vacancies will be filled by qualified people, and all employees are encouraged to train and prepare for promotional opportunities. The Board shall have the right to make the final determination regarding which applicant will be selected to fill a vacancy and to determine who is the most qualified applicant. When abilities are equal, seniority will be the determining factor.
 - a. Training by FSS: A training list shall be established for Bus Drivers who desire to be employed as substitutes in food service positions and custodial positions and Food Service employees who desire to be employed as substitutes in custodial positions. Bus Drivers and Food Service employees who are interested in such substitute employment shall notify the Board in writing. When the training list is initially created, employees included on the list shall be ranked based upon total length of service with the Board. Employees subsequently added to the list shall be placed at the bottom of the list.
 - b. Sub List
 - 1. Employees on the training list shall be given preference whenever the Board determines to utilize a substitute for a

custodial or food service position. Employees on the training list shall be offered employment as substitutes on a rotating basis. After an employee has been offered employment as a substitute, his/her name shall be placed at the bottom of the list. An employee's name may be removed from the training list if the employee refuses three (3) offers of employment as a substitute during the Board's fiscal year. If an employee's name is removed from the training list, the employee's name shall not again be placed on the substitute list until the following fiscal year.

2. The Board shall not be obligated to provide preference to employees on the training list in cases where the Board determines, in its discretion, that there is an emergency or need to quickly retain a substitute.
3. The Board shall not be obligated to offer employment as a trainee if: (1) the hours to be worked as a substitute would conflict with the employee's scheduled hours of work for that day, including any scheduled extra trips or runs; or (2) working the scheduled hours of the substitute assignment would result in the employee being entitled to overtime compensation under state or federal law.
4. Work as a substitute trainee employee pursuant to this handbook shall not be considered to work in excess of the employee's normally scheduled work hours in a day; therefore, employees will not be entitled to overtime as a result of working as a substitute trainee. Further, service as a substitute trainee shall not entitle an employee to minimum call-in pay. This Section shall not be construed to deny an employee any overtime compensation to which the employee is entitled under state or federal law.
5. Employment as a trainee pursuant to this handbook shall not in and of itself result in any employee receiving preferential rights to employment in a vacancy.
6. An employee shall not accrue seniority in a department as a result of serving as a trainee in that department. Further, service as a trainee in a particular department shall not be counted toward completion of probation in the event the employee subsequently becomes regularly employed in that department.
7. The Board shall not be obligated to provide an employee who is serving as a trainee custodian with a working uniform. Service as a trainee pursuant to this handbook shall not

result in the accrual of additional leave, vacation, holidays, insurance, or other benefits as a result of substitute

TRANSFERS

No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted at least five (5) days.

Requested transfers will be considered on the strength of the reasons given for the transfer and with the school's best interests in mind.

There shall be a trial for transfers from one division to another, not to exceed thirty (30) calendar days, for both the employee and the Employer.

EXTRA WORK

Extra Work: An extra work interest sheet shall be posted by the District to solicit FSS members who are willing to perform "extra work" outside of their regular workweek/workday and possibly outside their classification. This work is of an unskilled nature, i.e. shoveling snow, weed pulling and painting etc. This work is voluntary, and shall be paid at a wage to be determined by the district. Any hours worked in this manner shall not be used to accumulate/calculate any other benefit in this agreement. This provision shall not be used to circumvent overtime provisions of this contract. If there are not enough volunteers to perform this extra work the District may hire from outside the FSS to perform this work.

WAGES

Wage rates for classifications covered by this handbook shall be contained in Supplement "A" and attached hereto.

When an employee moves from one position to another within the same department they will go from the same level on the wage scale of the old position to the same level on the wage scale of the new position, excluding shift differential.

When an employee moves from one position to another between two departments, they will be placed on the new wage schedule at the starting rate for the first thirty (30) calendar days. Thereafter they will move to the same pay rate level on the new schedule as they were on the old position wage scale.

PAYROLL ADVANCES

The Farwell Area Schools does not permit advances against paychecks.

GARNISHMENTS

The Farwell Area Schools must comply with all writs of garnishment it receives. You will be notified before any deductions are taken from your paychecks if we receive a writ of

garnishment requiring us to withhold and pay a portion of your wages to a court or other entity.

REPORTING PAY

Reporting pay is compensation that a support staff employee receives for reporting to work, even if the District then excuses the employee from work before he or she has completed their regularly assigned shift or hours.

FSS employees who report to work for their regularly scheduled shifts or hours, and who have not received advance notice that their services will not be required that day, will receive a minimum of two (2) hours of pay. If the Farwell Area Schools determines to release a FSS employee who has reported prior to the expiration of the two (2) hours, the FSS employee will be paid reporting pay [i.e., for the two (2) hours] provided he/she is not released from duty due to fault of the FSS employee.

If a FSS employee reports to work and is assigned to work more than two (2) hours before being released from duty, only the hours actually worked will be paid. In this circumstance, because the FSS employee has worked more than two (2) hours (and will be paid for that time), he or she will not also receive reporting pay.

PAY RATES

The Farwell Area Schools will determine the hourly wage rates for all FSS personnel. Pay Scales. **See Supplement A**

PAY ADJUSTMENTS

The Farwell Area Schools evaluates employee compensation and benefits annually as part of its budgetary process. Adjustments in wages or benefits, however, are at the discretion of the Farwell Area Schools. Factors that may be considered in determining whether employee compensation will be adjusted include the financial condition of the District, as well as the job performance of the employee.

The Farwell Area Schools reserves the right to modify or alter compensation and benefits of FSS employees at any time in response to economic and operating circumstances.

YOUR EMPLOYMENT RECORDS

PERSONNEL FILES

You have a right to examine your personnel file and to obtain a copy of personnel records within your file upon a written request to the Central office. The Farwell Area Schools reserves the right to exempt from this disclosure those documents excluded from the definition of "personnel record" in the Bullard-Plawecki Employee Right to Know Act. If you wish to examine your file, you may do so during normal office hours

provided it does not interfere with your assigned duties or we will make arrangements with you for an examination before or after work.

Under Michigan law, documents in a personnel file may be subject to disclosure under the Revised School Code, the Freedom of Information Act or pursuant to a subpoena or court order.

REFERENCES

Any request for a reference from the Farwell Area Schools must be made to your supervisor or to the Superintendent. No other person may provide you with a reference from the Farwell Area Schools. Under Michigan law, The Farwell Area Schools is required to respond to requests for disclosure of unprofessional conduct made by other public school districts or non-public schools. Additionally, the Farwell Area Schools may share results of a State Police criminal history check or a Federal Bureau of Investigation criminal records check with other school systems, to the extent permitted by the Revised School Code.

Sec.6 (1) The Farwell Area Schools shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of a labor organization representing the employee, without written notice as provided in this section.

(2) The written notice to the employee shall be by first-class mail to the employee's last known address, and shall be mailed on or before the day the information is divulged from the personnel record.

(3) This section shall not apply if any of the following occur.

(a) The employee has specifically waived written notice as part of a written, signed employment application with another employer.

(b) The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration.

(c) Information is requested by a government agency as a result of a claim or complaint by an employee.

PERFORMANCE EVALUATIONS

A. **New Employee Training Periods.** During your training period, your immediate supervisor will evaluate you with regard to your capability to handle the job requirements of your position. Periodic formal written and verbal evaluations will be conducted throughout the trial period. Based on your evaluations and other appropriate factors, your training period may be continued.

B. **Employees Who Have Completed The Training Period.** Upon completion of your training period, you may receive periodic performance evaluations. Evaluations include an analysis of the quality and quantity of your work, your job knowledge, initiative, attitude, and your ability to work successfully with others. Performance evaluations will be considered in

matters of compensation and promotion, together with other appropriate factors. Evaluations will be reviewed with you by your immediate supervisor, and you will be required to sign the evaluation to acknowledge that you have received it and reviewed it with your supervisor.

Performance evaluations are not to be interpreted in any way to create an expectation of continued employment. Performance evaluations may or may not be conducted and whether they are conducted lies within the sole discretion of the Farwell Area Schools.

IF YOU HAVE AN EMPLOYMENT RELATED PROBLEM

PROBLEM-SOLVING PROCEDURE

It is important that management and employees maintain effective communications and understanding. At Farwell Area Schools, we believe that this is essential to the accomplishment of the District's goals and objectives as an organization, as well as the realization of the job goals and objectives of our employees.

When matters of interpretation or application of the content of this handbook or of any other District policy and guidelines, rules or regulations arise, you are encouraged to discuss such matters with your supervisor. Administration will then explore potential resolution of the problem or concern. While not all problems or concerns may be resolved to your satisfaction, administration is committed to resolve conflicts whenever feasible, and also expects the FSS employee to be a constructive participant in that process.

If a complaint cannot be resolved through the informal open door process, employees may ask their supervisor to use the formal procedure described below. In the case of a complaint relating to a suspension, demotion, or discharge, this problem-solving procedure shall provide the exclusive, final and binding means of resolving the dispute. [Nothing in this provision alters an employee's at-will employment status].

The following matters shall not be the basis for complaints under the procedures outlined in this Article:

1. The termination of services or failure to re-employ any probationary employee.
2. Any matter involving employee evaluation.

The term "days" as used herein shall mean workdays.

Written complaints as requested herein shall contain the following:

1. It shall be signed by the FSS employee and department steward.
2. It shall contain a synopsis of the facts giving rise to the alleged complaint.
3. It shall cite the Section and page of this handbook alleged to have been violated.
4. It shall contain the date of the alleged complaint.

5. It shall specify the relief requested.

Step I

You must present a written complaint to your supervisor within ten (10) work days of the occurrence of the disagreement or problem. Your supervisor will discuss the complaint with you and the department steward. Your supervisor will give you a written answer within ten (10) work days of receiving the complaint.

Step II

If you are not satisfied with the answer at Step I, you have ten (10) work days to present your written complaint to the Chief Steward and Superintendent. The Superintendent will review the information gathered and give you and the Chief Steward a final written answer within ten (10) work days of receiving the complaint.

Step III

If you are not satisfied with the answer at Step II, within five (5) working days of the final written answer from Step II, appeal the same to the Farwell Area Schools (FAS) Board of Education (BOE) by filing such written complaint, along with the decision of the superintendent with the Central Office Board of Education Secretary who will place the same on the agenda at the next regularly scheduled meeting. At the next regular Board meeting the Board shall allow the FSS employee and/or the FSS representative an opportunity to be heard at a hearing scheduled to discuss the complaint. The hearing may be open or closed session, at the option of the FSS employee and/or the FSS representative, only if within the confines of Michigan Public Act 267. The FAS BOE's decision is final and binding with respect to all complaints.

Within five (5) working days of the hearing of the complaint, the Board shall render a decision in writing with copies of the decision forwarded to the superintendent, supervisor of the department in which the complaint arose, the FSS employee, and the FSS Chief Steward.

Any complaint not appealed in the aforementioned time stipulations shall be deemed settled on the basis of the last response. This and all other time limits, however, may be extended by mutual consent of the parties.

A complaint may be withdrawn at any time without prejudice by the FSS employee.

BENEFITS

HOLIDAYS

The Farwell Area Schools observes the paid holidays listed below. If you are eligible for holiday pay, you will be paid your regular hours, at your regular straight time rate of pay. Holidays are not counted as "hours worked" for overtime computation purposes.

When a holiday falls on a Saturday, it will generally be observed on the preceding Friday. When a holiday falls on a Sunday, It will generally be observed on the following Monday. The Farwell Area Schools reserves the discretion, however, to close on another day or grant alternate time off.

The following days are recognized as holidays:

- New Year's Day ~ January 1
- Good Friday
- Memorial Day
- July 4 (No Pay Day)
- Labor Day
- Open Day of Firearm Deer Season (No Pay Day)
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve ~ December 24
- Christmas ~ December 25

In order to be eligible for holiday pay, an employee must be in attendance at work on the scheduled work day immediately before the holiday and on the first scheduled work day immediately after the holiday. Provided, however, that this requirement will not apply with respect to any holiday falling within an employee's authorized vacation period.

INSURANCE

A. Upon receipt of written application, the Board agrees to provide the following insurance benefits (Regular / Full Year / Full Time):

- Health Insurance is paid under a state regulated 80/20 formula
- Employer - MESSA Choices
 - Long Term Disability 66 $\frac{2}{3}$ %
 - \$2,500 maximum
 - 90 calendar days modified fill
 - Freeze on offsets
 - Alcoholism/drug 2 years
 - Mental/nervous same as any other illness
- Dental insurance fully paid by the Employer - Delta Dental
 - 80/80/80: \$1,000
- Negotiated Life \$30,000 AD&D
- Vision insurance fully paid by the Employer - VSP-2

B. Life insurance: All employees shall be entitled to term life insurance valued at twenty thousand dollars (\$20,000). The entire cost of the premium shall be assumed and paid by the Employer.

C. Your insurance benefits begin upon hire.

The Employer can look at other insurance carriers as long as the benefits are equal or greater than those provided to the employees. At the same time that the insurance for administrators is changed, the health, dental and vision insurance will be changed to the same as that provided to administrators and include any "cap" on insurance provided administrators. The contract will also provide for pre-tax payroll deduction of any portion of the premium to be paid by the employee as a result of the "cap."

BEYOND OUR CONTROL DAYS

- A. Beyond Our Control Days (BOC) are those times when weather or other conditions beyond the control of the Employer are such that schools are closed by direction of the superintendent for the safety and welfare of the public.
- B. (BOC) days will be applied as follows:
 - 1. BOC days will be invoked by the superintendent by 6:30a.m.
 - 2. Employees will be notified by telephone by at least 6:30a.m. not to report to work.
 - 3. Employees reporting to work due to not being properly notified will receive an additional two (2) hours' pay for that day.
 - 4. In the event that state law or a state board of education directive requires local school districts to make up BOC days, members shall be paid for the makeup days when worked.
- C. A scheduled sick day, personal leave day, or vacation day, is not to be charged to the sick time or vacation time bank on a BOC day, provided the employee works the day before and the day after.
- ~~D.~~ Pay is regular pay and follows federal wage guidelines, meaning overtime scale is only paid if hours worked are over 40 for the week.
- E. The term BOC day refers to all regular scheduled days that are cancelled due to weather, illness, or events beyond our control (BOC), etc. [This does not apply to forced closures due to a pandemic].
- F. Employees called in to work on a Beyond Our Control Day (BOC) shall be paid an additional \$1.00 per hour for time worked.

TIME OFF WITHOUT PAY

Except as required by law, the Farwell Area Schools does not permit FFS employees to take unpaid leave days when the FSS employee is otherwise scheduled to work. Where a FSS employee is entitled to unpaid leave under Michigan or federal law (for example:

Family and Medical Leave Act, jury duty or military leave), the FSS employee must notify the Business Manager's office as soon as the need for unpaid leave is known.

The Superintendent has the authority to grant unpaid leave to support staff employees in emergency or other exceptional circumstances. Such leaves are granted at the discretion of the Superintendent.

LEAVE OF ABSENCE

ABSENTEEISM AND TARDINESS

At a time when the Board feels a FSS employee is guilty of absence or tardy abuse, said employee shall be called in and orally warned. If there is subsequent abuse, said employee will be called in a second time and given a written reprimand; and, if there is additional abuse, said employee will be called in a third time, at which time said employee shall be subject to disciplinary action, up to and including dismissal from employment.

MILITARY DUTY LEAVE

FSS employees who are called into or who enlist in military service will be granted unpaid leave, to the extent required by Michigan or federal law. FSS employees taking military leave must inform the Superintendent's office as soon as the need for this leave is known. Upon conclusion of military service, an employee must report to duty within thirty (30) days, unless a longer period for this purpose is allowed by Michigan or federal law.

JURY DUTY LEAVE

FSS employees who are summoned to perform jury duty will be released from work for that purpose.

FSS employees will be paid their regular wages. Jury duty pay that the FSS employee receives from the Court, excluding mileage and travel fees, will be remitted to the Farwell Area Schools. FSS employee shall provide Business Manager with verification of any pay received from the Court.

Any FSS employee having jury duty shall not be required to work any number of hours during a day which, when added to the number of hours the person spends on jury duty during the same day, exceeds the number of hours normally and customarily worked by that person, or which extends beyond the normal and customary end of that person's normal work schedule.

SICK LEAVE/PERSONAL LEAVE

- A. Sick leave shall accrue for all FSS employees at the rate of one-half (1/2) paid sick day for each month worked. If a FSS employee works during the months of August and/or June, the employee will accrue one-half (1/2) sick day (this would not apply to employees already working and accruing sick time in those months).

Said days being accumulative to one hundred and ten (110) days. Any days over 110 will be paid out at \$30 per day annually.

- B. A certificate of inability to work by reason of illness from a doctor of medicine, or such other evidence of the illness shall be provided before compensation for the period of illness is allowed.
- C. The parties agree that an FSS employee working less than eight (8) hours shall accumulate sick leave days based upon the number of hours per day normally worked.
- D. Personal Leave
 - a. FSS employees are given 3 personal leave days annually.
 - b. The days may be used before or after a vacation or holiday period, if approved by the supervisor.
 - c. Three (3) days are deemed an unrestricted leave, and shall not be deducted from sick leave. At the end of the school year, unused, no questioned, unrestricted leave days shall be added to the accumulated sick leave.
 - d. Requests for personal leave shall be made at least three (3) days prior to the date requested.
 - e. No more than two (2) FSS employees per department shall be granted leave per day.

E. Voluntary Donation of sick days to individuals

- a. A FSS member may volunteer to donate one (1) or more of his/her sick days in whole day increments, for a total of 10% per year of his/her accumulated sick days, to any individual who qualifies under the guidelines listed below.
- b. The FSS member's decision to donate sick days is irrevocable. The individual donating days will complete a Sick Day Donation Form (Supplement D).
- c. Eligibility: The FSS member who requests sick day donations must first exhaust all of his/her own sick and personal days. The individual requesting donated days will complete a Sick Day Donation Form (Supplement D).

The decision to grant use of donated sick days for FSS member or his/her immediate family member may be based in part on, but not limited to, any of the following:

1. A review of other options available for the care of the immediate family member; for purposes of use of donated sick days, immediate family is defined as spouse or child.
 2. A doctor's statement is required clearly identifying that medical treatment/care is needed and stating the estimated length of leave time needed.
- d. General Information:
1. The individual requesting donated sick days must send the form to both the superintendent and the FSS Chief Steward.
 2. Request of use of donated sick days may require the completion of Family and Medical Leave Act forms.
 3. Any current insurance benefits will continue while the bargaining unit member is utilizing donated sick days.
 4. The provisions and benefits of donated sick days terminate at the end of each school year.

VACATIONS

- A. All FSS employees hired after 4-1-1994, will receive vacation on a pro-rated basis on hours worked or average weekly earnings.
 - After one (1) year: Five (5) days' vacation
 - After three (3) years: Ten (10) days' vacation
 - Carry over is capped at 5 days per year.
 - Payout of unused days at regular rate, for a maximum of 5 days (Eliminating BOC Paid Days)
- B. FSS employees may supplement an otherwise unpaid day (Holidays, Snow Days only) with Vacation or Personal Leave Days.

BEREAVEMENT LEAVE

- A. Immediate Family. In case of a death in his/her immediate family, a regular employee may be granted a leave of absence, along with pay, for the work days falling within the period between the time of death and the day of the funeral, not to exceed three (3) days. "Immediate family" is defined as wife, husband, child, step-child, brother, sister, brother-in-law, sister-in-law, parent, parent-in-law, grandparent, grandchild, and grandparents of spouse, except that a relative residing in the same household may, for the purposes of this section, be considered as immediate family. Exception: The three (3) day maximum may be increased to five (5) days for a person making funeral arrangements or for a person having to travel in excess of three hundred (300) miles.

- B. FSS shall have the right to use up to two (2) sick days per year for the purpose of bereavement of non-family members.

DISABILITY

If a licensed physician certifies that a support staff employee is unable to perform the essential functions of his or her assignment, the support staff employee may request an unpaid leave of absence for up to ninety (90) work days. This leave is not available to a support staff employee who is eligible to take leave under the Family and Medical Leave Act for the same purpose. If a support staff employee exhausts his or her FMLA leave allotment, or is ineligible for FMLA leave, he or she may request an unpaid leave of absence under this provision.

An unpaid leave of absence requested for purposes of pregnancy and childbirth is also regarded as a leave of absence.

The FSS employee should inform the Farwell Area Schools of the need for unpaid disability leave as soon as he or she becomes aware that a leave will be necessary for that purpose.

A FSS employee on a disability leave of absence is expected to communicate with his/her supervisor throughout the duration of the leave regarding his/her return to work. If the support staff employee is unable to return on the date that the approved leave expires, the support staff employee may apply in writing for an extension. The request for the extension must be presented at least three (3) days before the leave is to expire, and must be accompanied by a certificate from the physician stating the reason for the extension and expected duration of the continued disability.

FSS employees who fail to return on the approved return date will be dismissed. FSS employees who are on approved disability leave but who are unable to return by the conclusion of the approved leave period, will be dismissed from employment, unless a leave extension has been granted.

FSS employees receiving wage loss benefits under the Workers' Disability Compensation Act are subject to the foregoing requirements except that the maximum duration of their approved leave is twenty-six (26) weeks.

During an unpaid leave of absence, FSS employees will not continue to have District-paid health or dental insurance premiums paid on their behalf, but may continue enrollment in those programs if they were enrolled at the time that the unpaid leave commenced, upon payment of the entire premium and subject to the requirements of the insurance carrier and policyholder. To the extent permitted by the carrier, the Farwell Area Schools will continue to pay the premium for group term life insurance for support staff employees on approved unpaid disability leave. Other benefits under this contract (e.g., Leave, holidays) do not accrue or accumulate during any unpaid leave of absence. FSS employees on unpaid leave of absence may use accumulated Leave time, to the extent accumulated, during the period of unpaid leave.

FMLA LEAVE

FSS employees are eligible for FMLA leave if they have worked for at least twelve (12) months and have accumulated at least 1,250 hours of service during the twelve (12) months immediately preceding the commencement of leave. See Board Policy # 1630.01. An employee must work at a location that has 50 employees within a 75-mile radius.

An eligible FSS employee's leave entitlement under the Family and Medical Leave Act is limited to a total of twelve (12) work weeks of leave during twelve-month period. The "twelve-month" period in which the twelve (12) weeks of FMLA leave entitlement occur is a "rolling" twelve-month period measured backward from the date an employee uses any FMLA leave for the purposes described below. This means that each time an eligible employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months. For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken.

FMLA for eligible FSS employees may be used for the following reasons:

- where an employee is incapacitated due to pregnancy, prenatal medical care or child birth; or
- to care for an eligible employee's child after birth, or placement for adoption or foster care; or
- to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job; or
- where an employee's spouse, son, daughter, or parent is on covered active military duty or called to active duty status, in order to address certain qualifying exigencies; or
- where an employee is required to care for a covered service member (spouse, child, parent, next of kin) who is undergoing medical treatment, recuperation or therapy, is otherwise on outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or
- for a veteran (spouse, child, parent) who is discharged or released under conditions other than dishonorable at any time during the five (5) year period prior to the first date the employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

FSS employees must provide thirty (30) days advance notice of the need to take FMLA leave when that need is foreseeable. When thirty (30) days notice is not possible, the support staff employee must provide notice as soon as practicable and must comply with normal absence call-in procedures for the Farwell Area Schools.

In requesting FMLA leave, FSS employees must provide sufficient information for the Farwell Area Schools to determine if the leave qualifies for FMLA protection, as well as the anticipated timing and duration of the leave. FSS employees will also be required to provide medical certification regarding the necessity of FMLA leave, periodic recertification supporting the need for leave, and a fitness for duty certification at the expiration of FMLA leave.

A FSS employee does not need to utilize his or her FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. However, FSS employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt school district operations. Leave due to qualifying exigencies where a support staff employee's spouse, child or parent is on covered military active duty may also be taken on an intermittent basis.

FSS employees are required to utilize FMLA leave concurrently with accrued paid vacation, sick, and personal leave.

During FMLA leave, the Farwell Area Schools will continue to pay the premium amount of the FSS employee's health coverage under the terms of the group health plan on the same terms as if the support staff employee had continued to work. During FMLA leave, a FSS employee will be required to contribute that part of the premium for health insurance which he or she would be required to pay if not on FMLA leave. Prior to returning to work from FMLA leave lasting at least 90 consecutive days due to the employee's own serious health condition, the employee is required to present certification from his or her health care provider indicating that the employee is able to resume work.

If a FSS employee on FMLA leave fails to return to work following conclusion of the leave, he or she may be required to repay insurance premiums paid by the Farwell Area Schools on behalf of that FSS employee during the FMLA leave unless the FSS employee is unable to return due to:

- the continuation, recurrence or onset of either a serious health condition of the employee or the employee's family member or a serious injury or illness of a covered service member, which would otherwise entitle the employee to leave under FMLA; or
- other circumstances beyond the employee's control.

The Farwell Area Schools will not seek recovery of insurance premium amounts for any days of FMLA leave for which vacation, sick and personal leave is also paid to the FSS employee.

The Farwell Area Schools reserves the right to require medical certification of any circumstances claimed by the employee to excuse the re-payment of insurance premiums, as described above. The cost of that certification is the responsibility of the support staff employee and the FSS employee is not entitled to be paid for time or travel

costs spent in acquiring the certification. This certification must be furnished to the Farwell Area Schools within thirty (30) days of the request.

EMPLOYEE SAFETY AND HEALTH

The Farwell Area Schools is committed to promoting the safety of its employees and students. To be totally effective, every employee also has a responsibility to comply with all safety rules and programs established by the Farwell Area Schools

First, the Farwell Area Schools will comply with all federal and Michigan safety and environmental regulations. Some of these regulations specify and require certain protective equipment. For example, the District is required to install proper guards, interlocks, etc., to prevent accidental injuries. No employee should ever remove or modify this equipment unless properly authorized by the Farwell Area Schools. Another example is proper use of seat belts in District vehicles as prescribed by law. Yet another example is the Right-to-Know Act which entitles an employee to information concerning the chemical composition of hazardous substances used in and around the employee's job.

Second, in other situations, the regulations only provide guidelines; each employer must decide which equipment is necessary for adequate protection. The Farwell Area Schools has decided that safety glasses, appropriate footwear and clothing are necessary to protect the safety of the Farwell Area Schools employees and other persons.

Third, every employee is responsible to assist the Farwell Area Schools in establishing and maintaining a safe working environment. FSS Employees are also expected to report to a Supervisor, Principal or the Superintendent any condition that may be unsafe or unhealthy.

Employees who are exposed to bodily fluids will be offered "Hep B" vaccine. The FAS will cover cost of the vaccine not covered by personal insurance.

EQUIPMENT, ACCIDENTS, AND REPORTS

- A. The Employer shall not require employees to take out on the streets or highways, any vehicle that is not equipped with the safety appliances in safe operating condition prescribed by law.
- B. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accidents.
- C. Employees shall immediately report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by the mechanical department or bus supervisor.

WORKERS' COMPENSATION

The Farwell Area Schools pays the premium for workers' compensation insurance. In the event of a work-related injury or condition (or aggravation of a pre-existing injury or condition), you may be entitled to receive wage loss and/or medical benefits under the Workers' Disability Compensation Act.

Following an accident at work or upon learning of a disabling condition arising out of your employment with the District, you must notify your supervisor and complete the Injury/Accident Report that must be filed with the Farwell Area Schools insurance provider.

Upon your return from any absence connected with workers' compensation, the Farwell Area Schools will require a medical release indicating that you are capable of performing the essential functions of your position without posing a direct threat to the safety of others in the work place. The Farwell Area Schools reserves the right to require that a second opinion be obtained regarding your ability to return to work.

LEAVING EMPLOYMENT

TERMINATION

As a matter of courtesy, employees who desire to leave District employment are expected to give at least fourteen (14) calendar days advance notice in writing. A FSS employee shall be paid earned wages to the date on which employment terminates.

The employer's contributions to insurance plans will be made through the end of the month in which termination occurs.

Any FSS employee who resigns after one (1) year of service shall not forfeit his/her right to earned vacation time.

Any FSS employee who discontinues his/her service without proper notification, forfeits all accrued rights and privileges, including sick leave, military leave, personal leave, vacation, Worker's Compensation within Michigan State Law, and all other rights and privileges which have been granted by the Farwell Area School Board to its employees. Based on circumstances, the Superintendent may waive these forfeitures. The Superintendent's decision is final.

RESIGNATION PROCEDURES

1. Employee should submit a written resignation to be placed in his or her personnel file.
2. The employee must return all keys and equipment.

MANAGEMENT RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers, and authority the Board has used prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the FSS either to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration, and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the Board.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing; but not in conflict with the specific provisions of this Agreement, and the right to establish, modify business or school hours or day.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge non-probationary employees for just cause, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees, but not conflict with the provisions of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine methods and means of distributing, disseminating, and/or methods and standards of operations, the means, methods, and processes of carrying on the work, including automation or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, including physical conditions.
 7. Determine the number and location or relocation of its facilities, including the establishing of relocations of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing, and training of employees, provided that selection is based on lawful criteria.
12. Determine methods and means to carry on the operation of the schools.
13. The management and administrative control of the school system, and its properties and facilities, and the activities of its employees during working hours.
14. Establish hiring procedures and qualifications.
15. Establish courses of instruction and in-service training programs for employees, including special programs.

C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall not be in conflict with the intent of this Agreement.

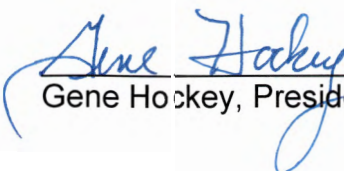
D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested in the Board.

E. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during working hours, are vested in the Board.

12-8-2020
Dated


Steven L. Scoville, Superintendent FAS

12-8-2020
Dated


Gene Hockey, President FSS

Farwell Area Schools Support Staff

Handbook

ACKNOWLEDGMENT

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

I have received my copy of the Handbook and I understand that it is my responsibility to read and comply with the policies and standards contained in this Handbook and any revisions to it. I also acknowledge that this Handbook is not a contract of employment and that either Farwell Area Schools or I may terminate my employment relationship with Farwell Area Schools at any time, for any reason.

Dated

Employee

SUPPLEMENT "A"

Wages

For the 2020-2021 school years.

Step	Cust	Shift Premium		Mech	Maint	Driver	Cook	Asst Cook	Server	Longevity
		0.25	0.30							
	1	Aft Cust 2	Night Cust 3	4	5	6	7	8	9	
1	10.78	11.03	11.08	16.25	13.17	13.17	10.52	9.87	9.87	
2	12.12	12.37	12.42	16.32	13.48	13.48	11.86	10.74	10.37	
3	12.48	12.73	12.78	16.41	14.08	14.08	12.22	11.04	10.71	
4	14.21	14.46	14.51	18.64	15.98	15.98	13.84	12.47	12.15	
6	14.31	14.56	14.61	18.74	16.08	16.08	13.94	12.57	12.25	0.10
11	14.36	14.61	14.66	18.79	16.13	16.13	13.99	12.62	12.30	0.15
16	14.46	14.71	14.76	18.89	16.23	16.23	14.09	12.72	12.40	0.25
21	14.51	14.76	14.81	18.94	16.28	16.28	14.14	12.77	12.45	0.30
26	14.61	14.86	14.91	19.04	16.38	16.38	14.24	12.87	12.55	0.40
27	14.66	14.91	14.96	19.09	16.43	16.43	14.29	12.92	12.60	0.45
	Cust	Aft Cust 2	Night Cust 3	Mech 4	Maint 5	Driver 6	Cook 7	Asst Cook 8	Server 9	
1	10.89	11.14	11.19	16.41	13.30	13.30	10.63	9.97	9.97	
2	12.24	12.49	12.54	16.48	13.61	13.61	11.98	10.85	10.47	
3	12.60	12.86	12.91	16.57	14.22	14.22	12.34	11.15	10.82	
4	14.35	14.60	14.66	18.83	16.14	16.14	13.98	12.59	12.27	
6	14.45	14.70	14.76	18.93	16.24	16.24	14.08	12.69	12.37	0.10
11	14.50	14.75	14.81	18.98	16.29	16.29	14.13	12.74	12.42	0.15
16	14.60	14.85	14.91	19.08	16.39	16.39	14.23	12.84	12.52	0.25
21	14.65	14.90	14.96	19.13	16.44	16.44	14.28	12.89	12.57	0.30
26	14.75	15.00	15.06	19.23	16.54	16.54	14.38	12.99	12.67	0.40
27	14.80	15.05	15.11	19.28	16.59	16.59	14.43	13.04	12.72	0.45

Department	<u>2019-2020</u>
Custodian	Start 10.78
	After 1 year 12.12
	After 2 years 12.48
	After 3 years 14.21

Maintenance	Start 13.17
	After 1 year 13.48
	After 2 years 14.08
	After 3 years 15.98

Bus Mechanic/Maintenance	Start 16.25
	After 1 year 13.85
	After 2 years 14.08
	After 3 years 16.41

Driver	Start 13.17	Wages Frozen
	After 1 year 13.48	
	After 2 years 14.08	
	After 3 years 15.98	

Cook	Start 10.52
	After 1 year 11.86
	After 2 years 12.22
	After 3 years 13.84

Asst. Cook/Driver	
Greeter/Cashier	Start 9.79
	After 1 year 10.74
	After 2 years 11.04
	After 3 years 12.47

Server/Helper	
Cashier	Start 9.65 * 1-1-2021 Minimum Wage goes to 9.87
	After 1 year 10.37
	After 2 years 10.71
	After 3 years 12.15

LONGEVITY

LONGEVITY

Longevity is calculated upon the completion of your anniversary date. Each employee who completes the following years of service will have the appropriate amount added to their hourly rate for all hours paid as follows:

LONGEVITY (Cents Per Hour)

After 5 years	10
After 10 years	15
After 15 years	25
After 20 years	30
After 25 years	40
After 27 years	45

- Longevity remains frozen pending the 2021-2022 budget, reflects a + \$₂.05 increase from 2019-2020.

SUPPLEMENT “B”

CUSTODIAL SHIFT PREMIUM

In addition to the above salary schedule, custodians will receive the following shift premiums:

Second Shift: \$0.25/hour

Third Shift: \$0.30/hour

SUPPLEMENT “C”

BUS DRIVERS (SPECIAL)

Will follow the Auxilio Handbook

**SUPPLEMENT D
SICK DAY DONATION FORM**

Complete this section to REQUEST donated sick days.

To the Superintendent and the Teamsters 214 President:

Date of Application: _____

Name: _____ City/State/Zip: _____

Address: _____ Phone: _____

Complete the information below:

I am requesting _____ donated sick days for self, spouse or child. (Circle one).
Appropriate medical documentation has been provided to the Superintendent's office.

Signature of Applicant:

Date:

**You are responsible to send a copy to the Business Office*

Complete this section to DONATE sick days.

To the Superintendent and the Teamsters 214 President:

Date of Application: _____ Time: _____

Name: _____ City/State/Zip: _____

Address: _____ Phone: _____

Complete the information below:

I agree to donate _____ sick days* and understand that the decision to donate is irrevocable.

**A bargaining unit member may donate no more than 10% of his/her accumulated sick days in any school year. (Article XII)*

Signature of Applicant:

Date:
