

FOOD SERVICE

AGREEMENT

BETWEEN

THE BAY CITY BOARD OF EDUCATION

&

THE BAY CITY FOOD SERVICE UNION

2021-2022

2022-2023

2023-2024

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**AGREEMENT BETWEEN
THE BAY CITY BOARD OF EDUCATION
and
THE BAY CITY FOOD SERVICE ASSOCIATION**

Introduction

THIS AGREEMENT entered into this 11th day of August, 2021 to be effective as of the date as set forth in Section 23.0 hereof by and between the Board of Education of the City of Bay City, Michigan, hereafter called the "Board" and the Bay City Food Service Union, hereafter called the "Union".

WITNESSETH

WHEREAS, the Board has a statutory obligation pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, to bargain with the Union as the representative of its Food Service employees with respect to hours, wages, terms and conditions of employment.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1.0 **Exclusive Recognition**

The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, for all Food Service employees, but excluding managerial, supervisory administrative personnel and students in training or co-op students. The term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the Bargaining Unit as above defined; and references to female employees shall include male employees.

Section 1.1 **Exclusive Representation**

The Board agrees not to negotiate with any organization representing food service employees other than the Union for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.

Section 1.2 **Legal Rights**

Nothing contained herein shall be construed to deny or restrict to any employee rights she may have under the Michigan General School Laws or other laws of Michigan or the Constitutions of Michigan and the United States. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

RIGHTS OF THE UNION

Section 2.0 **Right to Organize**

Pursuant to Act 336 as amended by Act 379 of the Public Acts of Michigan for 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by Act 336 as amended by Act 379 and others or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment.

Section 2.1 **M.E.R.C. Assistance**

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency, or an arbitrator appointed pursuant to the provision of the Agreement.

Section 2.2 **Facility Utilization**

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by a Principal or Central Administrator. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Union and its members.

Section 2.3 **Freedom of Information**

The Board agrees to furnish to the Union, in response to reasonable requests from time to time available information concerning the financial resources of the District and such other information as will assist the Union in developing intelligent, accurate, informed and

constructive programs on behalf of its members, together with information which may be necessary for the Union to process any grievance or complaint.

Section 2.4 **District Budget**

It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board and during the term of Agreement shall not be the subject of mandatory negotiation with the Union, nor subject to any proceeding under the grievance procedure.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

Section 3.0 **Board Powers**

It is recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, 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. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States. These rights shall include, but will not be limited to, the right to determine the number of jobs, nature of the work available, and when, where, and how the work is to be performed, and when equipment shall be used.

Section 3.1

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this agreement because it is legally required by state law. It is noted the union does not agree or acknowledge this provision as binding and reserves all rights to assert this clause as unenforceable.

ARTICLE IV

PAYROLL DEDUCTIONS

Section 4.0 Payroll Deduction

Upon appropriate written authorization from the employee the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, United Fund, insurance programs or any other plans or programs jointly approved by the Union and the Board.

ARTICLE V

JOB CLASSIFICATION/DESCRIPTIONS

Section 5.0 Job Titles

The present classifications for the Food Service Unit are as follows:

- General Cook
- Assistant Cook/Van Driver
- Food Service Technician
- Food Service Aide

The Union and Management shall negotiate rates for current and newly created classifications.

Section 5.1 New Positions

The creation of jobs, their requirements, qualifications and descriptions are the right of Management, but the District shall request Union input in the creation or modification of Unit job duties in an attempt to more accurately outline a functioning position. Management shall provide the Union with the original draft and within fifteen (15) days from its submission to the Union the parties shall schedule a meeting to discuss said draft.

Section 5.2 Evaluation Procedures

All Unit employees shall be evaluated on an annual basis. The evaluation shall be completed in the following manner.

Food Service Aide, Food Service Technician, Assistant Cook/Van Driver and General Cook will be evaluated by the cafeteria Food Service Supervisor and Director of Nutrition Services.

Evaluations will be completed by June 1 of every school year. Copies will be placed in the employee's personnel file.

The evaluation instrument shall be prepared by Administration. However, Unit input will be sought before any instrument is adopted.

ARTICLE VI

HOURS OF WORK

Section 6.0 **Hours**

The normal week for Food Service employees shall not exceed forty (40) hours per week based on five (5) days or eight (8) hours per day. Time and one-half shall be paid for all overtime beyond eight (8) hours per day or forty (40) hours per week, but not both. The regular number of hours for any employee shall be determined initially by the award letter which may later be adjusted by the Director of Nutrition Services and the kitchen Food Service Supervisor. Kitchen hours may later be reassigned by the Food Service Supervisor, but regular employees shall not work less than three (3) hours. Positions of less than three (3) hours shall be filled by substitutes, as required, but the District will not utilize this option to avoid filling established Unit positions.

Employees who have a concern regarding their number of assigned hours should provide the Food Service Supervisor with written documentation of their rationale to change the assignment. A copy of this letter should be sent to the Bay City Food Service Union President and the Director of Nutrition Services. The Director of Nutrition Services will respond to the employee within ten (10) days.

All employees shall be entitled to a ten (10) minute rest for each four (4) hours of work scheduled. A schedule for rest periods shall be established by the Director of Nutrition Services and the Food Service Supervisor of each site. Rest periods shall not be used to cover late arrival to work or early departure from work. Compensation shall not be granted for rest periods which are not taken. Rest periods shall not be accumulated.

Section 6.1

The need for employees to work before the school year begins, or after the school year ends, shall be determined by the Director of Nutrition Services. Employees shall be required to report to work when requested by the Director of Nutrition Services. Rate of pay shall be the hourly rate as established in Appendix "A".

Section 6.2 **Overtime**

Once the total kitchen hours have been assigned by the Director of Nutrition Services, Food Service Supervisors cannot work or assign any overtime hours without written permission by the Director of Nutrition Services. Emergency hours may be verbally authorized by the Director of Nutrition Services or the Department of Human Resources & Employee Relations.

Section 6.3 **Call Back**

Call backs shall be hours worked, not attached to the regular daily work schedule. The minimum time block shall be two (2) hours. Said call backs shall be paid at time and one-half. Call backs are used for emergency-type situations when staff have to return to the worksite to secure the area after a bomb threat, for example.

Section 6.4 **Extension of Assigned Time**

When management extends the workday assignment of a unit member, it may do so on a temporary basis for no more than thirty (30) working days. At the end of that period of time the assignment is considered permanent and any benefits resulting from the extension of assignment shall be credited to the unit member.

Section 6.5 **Catering**

Banquets, school functions or special activities including, but not limited to, catering duties shall be assigned based on a rotating basis on seniority and ability of individuals at the preparation site. All special events will first be offered to building employees where the event takes place.

Catering work distributed to bargaining unit members on a rotational basis shall work as follows: starting with the most senior bargaining unit member, the work opportunities will be offered and each member will be afforded the opportunity to accept or reject such work. Upon acceptance or rejection of such work, the bargaining unit member will move to the bottom of the list until all other bargaining unit members have been offered catering work.

The minimum time block shall be one (1) hour. Overtime rate of time and one-half will apply to those staff whose hours exceed eight (8) hours per day or forty (40) hours per week.

ARTICLE VII
COMPENSATION

Section 7.0 **Salary Chart**

The salaries of employees covered by this Agreement are set forth in Appendix "A" which is attached to, and incorporated in this Agreement. Members shall be paid on a bi-weekly basis. All staff to be compensated through Direct Deposit ~~and/or Pay Card option~~.

Educational improvement requires two year in position before eligibility for education improvement.

Section 7.1 **Holidays**

In order to be eligible for holiday pay, the employee must work either the last scheduled day prior to the holiday or the first scheduled day following the holiday. When school is not in session the following days will not be worked and will be paid for at the employee's regular rate of pay and hours: Labor Day, Thanksgiving Recess, Christmas Day, New Year's Day, Good Friday, and Memorial Day. If Unit members are employed in a summer program during the week of the 4th of July, said day shall be included in the above paid days.

Section 7.2 **Saturdays/Sundays**

Unit employees who work on Saturday shall receive time and one-half for all hours worked. Compensation for hours worked on Sunday shall be time and one-half. Employees who are required to work on a holiday shall receive, in addition to holiday pay, time and one-half for all hours worked.

Section 7.3 **Vacation**

Regular Food Service employees shall be entitled to ten (10) vacation days per year. These days shall be pro-rated where necessary to have vacation and holidays match the school year, so as to provide a five (5) day pay check until same has been used.

Section 7.4 **Release**

An employee whose presence is necessary at a grievance hearing, negotiations, mediation, arbitration, court hearing or any event which bears upon mandatory subjects of bargaining (i.e. wages, hours, working conditions) shall be released without loss of wages.

Section 7.5 **Food Service Conferences**

Up to four (4) members of the Union may be authorized by the Director of Nutrition Services to attend the Michigan School Food Service Association Annual State Meeting. Members' expenses shall be paid for by the District. No loss of pay shall be incurred by the participants. Upon return delegates shall provide a written report for distribution to all Union members so that updated material and procedures are given a wide distribution.

Section 7.6 **Uniform Allowance**

There shall be a two hundred sixty dollar (\$260) annual allowance for uniforms, fifty percent (50%) of which shall be paid at the beginning of the work year and fifty percent (50%) of which shall be paid at the end of the first semester. Should an employee utilize an unpaid leave of absence per Article XVII, sections 17.3, 17.5, 17.6, 17.7, 17.8, 17.9, and 17.10, or leave employment during the work year, the uniform allowance shall be prorated and any overpayment paid back to the District.

Section 7.7 **Classification Change**

Employees transferring from one classification to another shall retain their years of experience.

Section 7.8 **Change of Unit**

A Food Service employee employed in another Bargaining Unit in the Bay City Schools shall have her seniority frozen, but shall retain accumulated longevity.

Section 7.9 **Longevity Formula**

A longevity/merit factor shall be credited to members of the Food Service Union that will accumulate after each year of service with no disciplinary suspensions for the work year.

Upon accumulation of 10 credits, members will be paid an additional three percent (3%) of the individual's base hourly rate.

Upon accumulation of 15 credits, members will be paid an additional four percent (4%) of the individual's base hourly rate.

Upon accumulation of 20 credits, the member will be paid an additional five percent (5%) of the individual's base hourly rate.

Eligibility for the above credits shall be determined as follows: If an employee is hired between July 1st and January 31st, the employee is eligible for a credit. If the employee is hired between February 1st and June 30th, the employee is not eligible for a credit until the following fiscal year.

The employee's longevity/years of service shall be determined as follows: If an employee is hired between July 1st and January 31st, the employee's longevity/years of service date shall be as of July 1st of that fiscal year. If the employee is hired between February 1st and June 30th, the employee's longevity/years of service date shall be as of the following July 1st (the beginning of a new fiscal year).

To find the tenth (10th), fifteenth (15th), and twentieth (20th) year of credit/years of service, add nine (9), fourteen (14), and nineteen (19) to the longevity year date. July 1 of this year will be the date when the 3%, 4% and 5% factor is included, if the employee meets the eligibility.

EXAMPLE:

Longevity Date	July 1, 1960	July 1, 1960	July 1, 1960
Add.....	9	14	19
Longevity Begins:	July 1, 1969	July 1, 1974	July 1, 1979

Section 7.10 Work Performance

An Employee whose past overall work performance meets or exceeds expectations shall be paid an additional one percent (1%) work performance payment on her twentieth year of service and thereafter. If the Administration wishes to deny an employee the one percent (1%) job performance, the Administration shall provide written notification to the Employee before March 1 prior to the Employee's twentieth year of service. Any denial shall be based upon recorded evidence in the Employee's personnel file that the Employee's overall work performance does not meet the expected quality of work performance.

An Employee whose one percent (1%) work performance denial has been upheld but whose past five years work performance prior to the Employee's twenty-fifth year of service indicate that the Employee's overall quality of work performance meets or exceeds expectations shall be paid an additional one percent (1%) work performance payment on her twenty-fifth year of service and thereafter. If the Administration wishes to deny an Employee the one percent (1%) job performance, the Administration shall provide written notification to the Employee before March 1 prior to the Employee's twenty-fifth year of service. Any denial shall be based upon recorded evidence in the Employee's personnel file that the Employee's overall work performance does not meet the expected quality of work performance.

Twentieth and Twenty-fifth years of service shall be as determined according to the formula in Section 7.9.

Section 7.11 Safety and Sanitation Certification

Bargaining unit members classified as General Cooks shall be offered, at District expense, the opportunity to obtain and maintain certification in "Serv Safe."

Those General Cooks with current "Serv Safe" certification, shall be paid an additional one (1) percent for as long as that certification remains valid.

ARTICLE VIII

FRINGE BENEFITS

Section 8.0 Insurance

Pursuant to the authority set forth in the School Code, the Board agrees to furnish to all regular working employees covered by this Agreement the following insurance protection.

Section 8.1 Life - AD/D

Group term life insurance in the amount of \$40,000 plus AD & D shall be provided for each employee in the Unit. Said coverage may be bid in the commercial market to provide the lowest cost to the District. All employees must be actively at work on the effective date of any changes in coverage. Any changes in coverage will be effective the first of the month following ratification of the contract by all parties with the exception of employees not actively at work. Insurance coverage changes for those not actively at work will take place the first of the month following their first day back to work.

Section 8.2 Health Insurance

The District will contribute 90% of the hard cap limits (through PA 152) for Medical, Dental and Vision plans and maintain the medical benefit plan coverage year at July 1 to June 30. The Association may select other products annually for the duration of this contract. Should the medical benefit premium cost fall under 90% of the State hard cap rates, the District will pay the difference in premium cost and hard cap contribution to the employee through a HSA contribution (if enrolled in the CDHP HSA plan).

The annual Employer paid amounts shall adjust at the beginning of each plan year (July 1 through June 30), at 90% of the maximum State Hard Cap permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

Any premium, or deductible above the 90% of Hard Cap will be the responsibility of the employee and will be contributed through payroll deduction in equal bi-weekly amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ if enrolled in a CDHP plan. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by Federal Law.

If selected, employees who enroll in a BCBS Simply Blue PPO Medical plan shall have the employer's contribution paid towards the medical plan premium, and the Dental and Vision plans (as outlined above).

If selected, employees who enroll in a BCBS Simply Blue HSA plan shall have the employer's contribution paid as outlined above. Should the premiums be less than 90% of the Hard Cap, the difference will be deposited into the employee's HSA account in equal amounts on a monthly basis.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by federal law.

For the 18/19 medical benefit plan coverage year, employees shall have the following BCBS medical plans available:

1. BCBS Simply Blue PPO, \$250/\$500, \$20 OV, 10/40/80 Rx
2. BCBS Simply Blue PPO, \$1000/\$2000, \$30 OV, 10/40/80 Rx

For the 19/20 medical benefit plan coverage year, employees shall have the following BCBS medical plans available:

1. BCBS Simply Blue PPO, \$250/\$500, \$20 OV, 10/40/80 Rx
2. BCBS Simply Blue PPO, \$1000/\$2000, \$30 OV, 10/40/80 Rx
3. BCBS Simply Blue HSA. \$1350/\$2700

Section 8.3 **Dental Insurance**

The Board shall provide dental insurance for all unit members assigned five (5) or more hours per day as follows: The Board shall provide dental insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The dental insurance plan is included in the Appendix "C" of the contract.

For those unit members assigned less than five (5) hours per day, the Board shall provide employee-only dental insurance. At the employee's option, full family coverage may be purchased by the employee (employee paying 100% of the differential in cost through a Section 125 plan).

Section 8.4 **Compensation Benefits**

If an employee is absent from work because of a compensable injury and has exhausted her sick leave benefits, the School District shall continue to pay amounts designated in hospitalization insurance for the duration of Worker's Compensation benefits.

Section 8.5 **Pre-Paid Legal**

NOTE: This program was eliminated upon ratification of this contract on August 7, 2018. The dollars in this account were distributed equally among the employees who were members of the bargaining unit as of the ratification date.

Section 8.6 **Employee Vision Care**

The Board shall provide full family vision insurance for all unit members assigned five (5) or more hours per day through either a fully-insured or self-insured program for a full twelve month period. For bargaining unit members assigned to less than five (5) hours per day, the Board shall provide employee-only vision insurance. At the employee's option full family coverage may be purchased by the employee (employee paying 100% of the differential in cost through Section 125). The vision insurance plan is included in the Appendix "C" of the contract. The member will need to complete a declination form when making a decision not selecting insurance coverage.

Section 8.7 **Cash/Annuity In Lieu**

Bargaining unit members who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive an annuity of one hundred dollars (\$100.00) per month under Section 125 of the Internal Revenue Code toward a plan currently payroll deducted by the Board or a cash option payment of one hundred dollars (\$100.00) per month. An employee may only be eligible for cash in lieu if he/she presents documentation to the Business Office that they already have health insurance that meets the minimal standards of the Affordable Care Act to the extent required by the ACA.

The member will need to complete a declination form when making a decision not selecting insurance coverage.

Bargaining Unit members hired after June 30, 2011 and who work less than a six (6) hour day do not qualify for health insurance coverage; thus, they are not eligible for the annuity in lieu of health insurance.

The employee during the first thirty (30) days of the new school year and during the first thirty (30) days of the second semester if changes have occurred.

Section 8.8 **Long Term Disability**

The Board shall provide the opportunity for bargaining unit members to purchase long term disability insurance. Payroll deductions for this purchase shall be monthly. Benefits shall be paid at 60% of salary up to a monthly maximum of \$3,000 and shall begin no sooner than the ninety-first (91st) work day following the onset of illness or injury. Pre-existing conditions shall be waived if possible according to underwriting

requirements. Benefits are payable to age sixty-five (65). Standard exclusion language regarding acts of war, self-inflicted injuries, commission of assault of felony and valid offers for return to work shall be a part of this policy.

Educational supplement, Social Security freeze, alcoholism/drug abuse waiver shall be included. Mental/nervous disorders have a maximum of two (2) years benefits payout and cost of living adjustments are not included.

All other Board provided benefits end with the beginning of long term disability payments.

Section 8.9 Flexible Spending Account

A Flexible Spending Account will be available for employee contribution. A copy of the plan is attached to the contract.

ARTICLE IX

SENIORITY

Section 9.0 Seniority

The District and the Union recognize that for those employees of the Food Service Department hired to perform bargaining unit work and represented by the Union, that a system of seniority exists. Appropriate applications of seniority are used, primarily, in determining promotion and in reduction or lay off of staff.

Substitutes are non-bargaining unit persons hired by the Board on a non-permanent, day-to-day basis for doing bargaining unit work during absences by unit members and/or when additional (temporary) help is needed.

Section 9.1 Probationary Employees

Seniority of unit employees will be determined in the following manner:

New employees awarded a position shall be in a probationary status until they have satisfactorily been employed and worked ninety (90) days. During the probationary period an employee may be laid off, terminated or transferred by Administration, without recourse to the grievance procedure.

Prior to the fiftieth day of probation, Administration shall provide the probationer with an evaluation.

Upon completion of probation, the ninety first working day of employment, the employee shall be placed on the seniority list. The seniority date shall be from the first day worked.

Administration shall assign seniority numbers based upon start dates. When two or more employees are hired on the same start date, the employee with the earliest birthdate will be assigned the lowest seniority number and the employee with the latest birthdate shall be assigned the highest number.

Section 9.2 Loss of Seniority

An employee's seniority shall be lost for only the following reasons:

1. Employee quits.
2. Employee is discharged for just cause and is not reversed through the grievance procedure.
3. The refusal of a person returning from leave or lay-off to accept a position on recall.
4. Employees who are laid off for a period of twelve months. During that twelve month period, the employee shall continue to accumulate seniority.
5. Failure to report for work for three (3) consecutive scheduled work days without, by the end of the third day, notifying the Director of Nutrition Services of a reasonable excuse for the absences, plans for returning, with the excuse subject to verification.
6. The employee retires.
7. Employee fails to return to work on the date specified by Administration following the expiration of leave.
8. Employee fails to report to work on the day designated following a recall from lay-off.

Section 9.3 Seniority List

An up-to-date seniority list shall be provided for each employee during the first thirty (30) days of the new school year and during the first thirty (30) days of the second semester if changes have occurred.

ARTICLE X

VACANCY

Section 10.0 Non-Interview Vacancy Notification

All non-interview bargaining unit vacancies shall be filled during a bid process.

The non-interview vacancies shall be posted and the bid shall be held within twenty (20) work days of when a position becomes vacant or is known to become vacant. If the twentieth day is a holiday, the bid shall occur on the next regular work day.

Bid processes will begin promptly at 3:00 p.m. and will be held at the Administration Building or mutually agreeable location.

A list of positions to be filled during the bid processes will be provided to the Union President and posted in each food service production site, seven (7) calendar days prior to the bid date and will be posted in the Department of Human Resources & Employee Relations at the Administration Building. Following the posting of vacancies at each food service production kitchen by the Director of Nutrition Services or his/her designee, the most senior food service employee present at each production site will verify, by signature, the posting was completed.

The list of positions shall include the following information:

1. Site of the vacancy
2. Immediate Supervisor
3. Name(s) of the building principal(s)
4. Job Classification
5. Number of assigned hours
6. Rates of pay
7. Anticipated starting and quitting times

The Summer Food Service Bid will be held no later than the first (1st) Wednesday of June.

Section 10.1 Interview Vacancy Notification

All interview bargaining unit vacancies shall be filled by the interview process. The interview vacancies shall be posted within twenty (20) work days of when a position becomes vacant or is known to become vacant. Position(s) will be posted in the Department of Human Resources & Employee Relations at the Administration Building, on the school district's website, a posting will be provided to the Union President and will be posted in each food service production kitchen, seven (7) calendar days prior to the deadline for application. Following the posting of vacancies at each food service production kitchen by the Director of Nutrition Services or his/her designee, the most senior food service employee present at each production site will verify, by signature, the posting was completed.

The posting information shall include:

1. Site of the vacancy
2. Immediate Supervisor

3. Name(s) of the building principal(s)
4. Job Classification
5. Number of assigned hours
6. Rates of pay
7. Anticipated starting and quitting times
8. Date, time, and place for testing

Section 10.2 Temporary Information

1. Whenever vacancies occur in the job classification of Aide, Technician, Van Driver, or Assistant Cook, the sole qualification necessary for a bargaining unit member to successfully bid these positions is seniority. The final award for the Van Driver position is dependent, however, upon the member obtaining and maintaining a valid State of Michigan Chauffeur's Driver's License. If the license is not obtained within two (2) weeks from the award date, the position will be offered to the next person on the seniority list.
2. When vacancies occur for vacant Food Service Supervisor position(s), currently employed bargaining unit members shall be given consideration. The Food Service President will be notified of the vacancy including the process in which to apply by the Department of Human Resources & Employee Relations.
3. When vacancies occur for General Cook positions, applicants from the bargaining unit shall be considered. The District shall fill vacancies by an interview process. The team will normally consist of the Director of Nutrition Services and the Director of Human Resources & Employee Relations or his/her designee. Qualifications including testing, experience, interview, Educational/Training and seniority, will be used to determine the successful candidate.
4. In the event an employee is not physically able to assume the duties of the position for which she is applying with reasonable accommodations, the position will be held for a maximum of forty (40) working days after which time the position will be re-posted according to Article X and XII.

Section 10.3 Temporary Vacancy

1. Should a temporary vacancy occur within a kitchen known to be of five (5) calendar days or less, the food service supervisor may assign the duties of the person to a substitute. The Supervisor has the option to assign to an existing food service employee who the food service supervisor feels, based upon the seniority and ability, can do the job, if they choose this option.

2. In the event all bargaining unit members in a kitchen have refused an open position, a substitute may be employed for more hours than is a bargaining unit member.
3. Bargaining unit members are permitted to refuse to accept additional hours or a temporary assignment that lasts longer than three (3) calendar days. It is the right of management, in the event of an employee's refusal, to require a written statement verifying that refusal.
4. Any violation of these practices should be promptly brought to the attention of the Director of Nutrition Services

Section 10.4 Substituting in a Higher Classification

A regular employee substituting in a higher classification shall receive the minimum rate for the classification in which she is substituting. Fringe benefits will remain the same unless it is known that the substituting will be for at least twenty (20) working days.

Section 10.5 Non-Interview Vacancy

Non-interview positions shall be posted as a vacancy during the bid process when they meet the following criteria:

- Position reflects a classification change
- Position reflects a change in number of paid hours (increase of ½ hour or more)
- Position duties/responsibilities reflect a change of 50% or more
- Locations/Serving sites serviced by the position change by 50% or more
- Position changes from a split shift to a straight shift or changes from a straight shift to a split shift

ARTICLE XI

LAYOFF/RECALL/DISPLACEMENT

Section 11.0 Layoff

When there are layoffs in any classification for any reason, the following procedure will be followed:

- A) All probationary employees shall be laid off first.
- B) Thereafter, employees shall be laid off in line with their seniority. Employees with seniority who are qualified and willing to do the work of an employee to be laid off in a lower classification may do so at the current rate for the job thus vacated.
- C) When an employee, other than a probationary employee is laid off for an indefinite period, she will be given a ten (10) working day notice of such layoff. If he/she is laid off less than ten (10) days after such notice has been given, she will be paid at the usual rate for that part of the ten (10) working days which she has not worked.
- D) When there is a recall in working forces, after a layoff, employees shall be offered employment in order of seniority if they are willing and able with reasonable accommodations to do the work available at the prevailing rate for such work.
- E) If a layoff occurs due to the closing of a production kitchen, including baking centers, all positions will become open positions. (A production kitchen is a kitchen where food is produced and distributed to satellite sites). Positions will be filled according to Article X, Vacancy and Article XII, Bidding.

Section 11.1 Displacement

Should a Unit member be displaced or reassigned to a classification paying less than their prior hourly rate, that employee shall receive the higher rate for ninety (90) working days.

ARTICLE XII

BIDDING

Section 12.0 Food Service Supervisor Selection

1. The position shall be posted as described in Article X, VACANCY.
2. When Administration has received an application(s) for the vacant food service supervisor(s) position(s), an interview with the Food Service Supervisor Selection Committee shall then be scheduled by the Administration.

3. The decision of the Food Service Supervisor Selection Committee shall be based upon criteria described in Article X, VACANCY.
4. Any position vacated by the successful applicant shall be filled by either the General Cook selection process or the Open Bid Process.

Section 12.1 **General Cook Selection**

1. The position shall be posted as described in Article X, VACANCY.
2. To be considered for a General Cook position, a candidate must:
 - A. Obtain from, complete and then submit an application for the position to the Department of Human Resources & Employee Relations.
 - B. Schedule a test of abilities with the Office of Food Services or have obtained a satisfactory score on that test within the past two calendar years.
3. When Administration has received an application(s) for the vacant General Cook(s) position(s) and the applicant(s) has/have satisfactorily completed a test of abilities, an interview with the General Cook Selection Committee shall then be scheduled by the Administration.
4. The decision of the General Cook Selection Committee shall be based upon criteria described in Article X, VACANCY.
5. Any position vacated by the successful applicant shall be filled by the Open Bid Process.

Section 12.2 **Open Bid Process**

1. Whenever vacancies occur in the positions of Aide, Technician, Van Driver, or Assistant Cook they shall be filled by a process where all Bargaining Unit Members are eligible to attend a bid process and to select vacant positions based solely upon the seniority of the member, unless the Administration has notified the Union President and member of the member's ineligibility to bid a job.
2. The bid process shall take place during the even months of the year at a place and time that is mutually agreed upon by the Union and the Director of Human Resources and Employee Relations.
3. The time and place for the Open Bid Process shall be determined by Article X, VACANCY. This information shall be included in the job posting.

4. It is the duty of Administration to conduct the Open Bid Process. The Union's role is as observers.
5. All bargaining unit members, including those on lay-off and leave, are eligible to participate if she is present at the Open Bid Process.
6. A Bargaining Unit Member need not be present to bid at the Open Bid Process if she has designated another person, in writing, as her representative (proxy), with the power to make her bid.
7. The Open Bid Process shall be conducted in the following manner:
 - i. All vacant positions shall be posted for all to see.
 - ii. Bargaining Unit Member may, at any time, stop the process to ask a question regarding the process or about any posted position.
 - iii. Bidding shall reflect the order of seniority. That is, from the most senior to the least senior Bargaining Unit Member.
 - iv. When any change occurs to the posted positions, the process shall start anew. That is, any new positions shall be again offered to the most senior Members present, and thereafter, by the seniority of other Members, and proxyholders, who are present.
 - v. The process shall be considered complete when no Member present wishes to bid on any remaining posted position(s).
8. Any position left unfilled in the Open Bid Process shall be filled by the Administration.
9. A Bargaining Unit Member is considered to have committed to filling a position if she has not withdrawn her bid or the bid by her representative (proxy) by the adjournment of the Open Bid Process.
10. All filled positions shall be occupied the first Monday following the Open Bid Process unless the Union and Administration agree to another time.
11. When a Bargaining Unit Member is assigned to a new position, she shall be given a period of time, to not exceed thirty (30) working days, to demonstrate her ability to perform in this new position. The amount of time may be, however, extended by the Director of Nutrition Services.

12. If the Bargaining Unit Member is unable to perform the duties of her position, she shall be relieved of the position and temporarily reassigned by the Director of Nutrition Services. Her position shall be declared vacant.

13. A Bargaining Unit Member, when assigned to a new and unfamiliar position, may request, and at the discretion of the Director of Nutrition Services, may be granted the opportunity to work with the person who previously held the position or another who is familiar with the position, for a period of time not to exceed two (2) working days.

Section 12.3 **Award Letter**

When a Bargaining Unit Member is awarded a position the Department of Human Resources & Employee Relations shall issue the Member a letter of award upon the recommendation of the Director of Nutrition Services.

The award letter shall contain:

1. The site of the job
2. Immediate supervisor
3. Name(s) of building principals(s)
4. Job classification
5. Number of assigned hours
6. Rate of pay
7. Anticipated starting and quitting times

New employees will be provided a copy of the current Master Agreement.

Section 12.4 **Filling Vacant Positions**

After all positions have been posted and filled, if any positions are left open to be filled from outside the Bargaining Unit, these positions will be filled within twenty (20) working days, when possible.

ARTICLE XIII

TRANSFERS

Section 13.0 **Transfers**

Employees may be transferred on a temporary basis to cover absenteeism where specific skills are required.

Section 13.1 **Temporary Transfers**

In the event that management needs to transfer a unit member(s), on a temporary basis, for reasons other than absenteeism, it has the expressed right to do so for a period not to exceed five (5) working days, unless the union and the affected employee(s) agree to an extension of that period of time.

Section 13.2 **Permanent Transfer**

Permanent involuntary transfers will be made only under extreme circumstances and then after consultation with the Union and the affected member(s), at least ten (10) working days prior to the transfer date.

In the event of a permanent involuntary transfer of a member and/or position, the position shall be declared vacant and the provisions of Article X shall then apply.

When possible, the least senior member available shall be involuntarily transferred.

ARTICLE XIV

DISCIPLINE

Section 14.0 **Work Rules**

The Board may adopt rules and regulations not in conflict with the terms of this Agreement governing the discipline of employees.

Section 14.1 **Discipline for Cause**

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such discipline, reprimand or reduction of rank, compensation or deprivation of any advantage, asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure hereinafter set forth.

Section 14.2 **Discipline for Cause**

The Board shall not take into account any discipline or infraction of rules or regulations which have occurred more than two (2) years prior to the date of the current infraction.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.0 **Definitions**

A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by misinterpretation or inequitable application of this Agreement. It is expressly understood that a claim based upon an event arising out of the executive management and administrative control of the school system its properties and facilities not otherwise restricted by policy shall not constitute a grievance. The Union and employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission or any other state or federal judicial or quasi-judicial body.

The term "employee" shall include any individual or group of individuals within the Union covered by these policies.

A "party of interest" is the person, persons, or Union making the claim and any person who might take action or against whom action might be taken in order to resolve the grievance.

The term "days" shall mean duty days, except where otherwise indicated.

Section 15.1 **Purpose**

The primary purpose of this procedure is to secure at the lowest level possible equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with their Food Service Supervisor or any appropriate member of the administration, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of these procedures and that the Union has been given opportunity to be present at such adjustment.

Section 15.2 **Grievance Procedure**

The Grievance procedure shall be:

Level One – Informal

The grievant(s) shall first discuss the problem with her/their Food Service Supervisor or the Director of Nutrition Services in an effort to resolve the issue(s). This level must be commenced within thirty (30) working days of the occurrence of the alleged violation or its discovery by the grievant(s).

Should the grievant(s) find the response by administration to be unsatisfactory at the informal level, she/they may then proceed to level two, if done so within ten working days.

Level Two – Formal

Unit member(s) having an alleged grievance shall then discuss the issue with the union president, vice president, secretary, treasurer or business agent. If an official of the union agrees with the member(s) that a grievance does exist, the grievance shall be placed in a written form which shall include the following:

1. Name of the grievant(s).
2. Date of the filing of the grievance.
3. Date of the occurrence or the discovery of the alleged violation(s).
4. A statement outlining the nature of the alleged violations.
5. A listing of contract article(s), Board of Education policy, past practice, laws, etc. that the grievant(s) allege have been violated by the administration.
6. A statement of relief sought by the grievant(s).
7. The signature of one of the above listed union officials.
8. The signature of the grievant(s).

In the event that no union official agrees to sign the grievance, the grievant(s) may proceed with the process on her/their own by completing and submitting the above listed information.

The information, when completed, shall be filed with the Director of Nutrition Services or, in her absence, the Director of Human Resources & Employee Relations. Administration shall have ten (10) working days to respond, in writing, to the grievance.

Should the grievant(s) deem the response at the formal level to be insufficient or unsatisfactory, she/they may proceed to level three, if done within ten (10) working days.

Level Three – Appeal

The grievant(s) may address an appeal to the Director of Human Resources & Employee Relations. Included in this appeal should be a statement by the grievant(s) stating the reason for the appeal. The person receiving the appeal or her designee shall have ten (10) working days to respond, in writing, to this appeal.

The failure of an administrator, at any level, to communicate her response to the grievant(s) within the specified time limits shall permit the grievant(s) to proceed to the next level. All time limits may be extended by the mutual agreement, in writing, by all of the affected parties.

Level Four – Arbitration

If the decision in the appeal process is not satisfactory to the Union, within ten (10) working days, the grievance may be submitted to mediation/arbitration before an impartial mediator/arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, said arbitrator shall be selected from a panel of the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the Union or to the Board of Education. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement or an alleged breach thereof. The award of the Arbitrator shall be final and binding on both parties.

The costs and charges of the arbitrator and American Arbitration Association under this Article shall be shared equally by both parties.

Section 15.3 Representation

Any party in interest may be represented at all stages by a person of her own choosing, except that a union member may not be represented by an officer of any labor organization other than the union. When a member is not represented by the union, the union shall have the right to be present and state its views at all stages of the grievance procedure.

ARTICLE XVI

SICK LEAVE

Section 16.0 **Purpose**

The primary purpose of the sick leave allowance is to cover the absence of an employee from school because of personal illness or injury sufficiently severe that it would make her presence in school inadvisable. Sick leave applies only to absences resulting from illness or injury of the employee and not absence caused by illness or injury in the immediate family. Upon return to work, a Department of Human Resources & Employee Relations "Reason for Absence Report" form must be completely filled out for any absence.

Section 16.1 **Allowance**

Sick leave shall accumulate at the rate of six (6) days per semester. Accumulation shall be unlimited for those employed in this bargaining unit prior to September 1, 2018. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the Food Service office.

Bargaining unit members hired into this unit on or after September 1, 2018 shall accumulate no more than 125 sick days.

Section 16.2 **Summer Assignment/Special Program Sick Time**

For a bargaining unit member who is scheduled to work in summer or special programs that extend the member's schedule by at least twenty (20) working days in a school year, one (1) additional sick day shall be granted effective July 1 of the subsequent school year.

Section 16.3 **Documentation**

If there is a question or doubt regarding the illness of an employee, the Superintendent or her designee may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination by a Board designated doctor before sick leave pay is allowed or before the employee may return to work. This sick leave plan applies to all regular employees working in an awarded position.

Section 16.4 **Compensation/Illness**

Any regular employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance given under the Worker's Compensation Law and the regular salary for the duration of the illness, and the difference shall be charged against sick leave. The employee shall receive her full salary from the Board and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received, not to exceed regular net pay.

Section 16.5 Exhausted Personal Sick Leave

When a bargaining unit member shall have exhausted all of her/his accumulated personal sick leave days and shall, as a result, be no longer eligible for the District provided health insurance coverage, the District shall provide health insurance coverage for one (1) additional year, per occurrence, commencing with the termination date of the member's original health insurance benefit.

The amount of the insurance allowance to be provided by the District shall be the same amounts as is provided in Section 8.2, "Health Insurance", and paragraph #2.

ARTICLE XVII

LEAVE OF ABSENCE

Section 17.0

The following leaves of absence with pay, not chargeable against sick leave allowance, shall be granted for the following reasons when requested for on forms provided by the Department of Human Resources & Employee Relations:

- A. Bereavement – A maximum of three (3) days for a death in the immediate family: spouse, father, mother, father-in-law, mother-in-law, children, brother, sister, grandchildren and grandparents.
- B. Jury Duty – Absence when called for jury service. The District shall pay the difference between the stipend paid by the Court and the employee's regular daily rate excluding overtime.

Section 17.1

The following leaves of absence with pay, chargeable against sick leave allowance, shall be granted for the following reasons when requested for on forms provided by the Department of Human Resources & Employee Relations.

- A. Critical Illness – A maximum of five (5) days for critical illness in the immediate family living in the same household. A maximum of five (5) days for critical illness in the immediate family not living in the same household may be granted by the Director of Human Resources & Employee Relations at his/her discretion.
- B. Business Day – One (1) business day to conduct business (not social or recreational in nature) when the employee, through no fault of her own, is unable to transact such business except during her business hours. Extra days may be granted by the Director of Human Resources & Employee Relations. The decision

on the justification of extra days will be final and not subject to the grievance procedure.

- C. Funeral Day – One (1) day for attendance at the funeral service of a person whose relationship to the employee warrants such attendance. Extension may be granted by the Director of Human Resources & Employee Relations.
- D. Emergency Days – Emergency days may be granted by the Director of Nutrition Services. The Food Service Union may appeal the decision of the Director of Nutrition Services to the Director of Human Resources & Employee Relations. The decision of the Director of Human Resources & Employee Relations will be final and binding and will not be subject to the grievance procedure.

When an emergency arises, the affected employee will contact the Director of Nutrition Services to inform him/her of said emergency. The Director of Nutrition Services will then inform the Food Service Supervisor of the affected kitchen. If the employee is unable to contact the Director of Nutrition Services, the employee will contact the Director of Human Resources & Employee Relations. The Director of Human Resources & Employee Relations will then inform the Food Service Supervisor of the affected kitchen.

Section 17.2 Court Appearance

Court appearances in a case when requested by the School District are not chargeable against the employee's sick leave.

Other court appearances may be granted by the Director of Human Resources & Employee Relations. The decision will be final and not subject to the grievance procedure. The court appearance stipend shall be handled as outlined in Section 17.0, subsection B. These court appearance days are chargeable against the employee's sick leave allowance.

Section 17.3 Leave of Absence Without Pay

Any employee whose personal illness extends beyond the period compensated under Article XVI shall be granted a leave of absence without pay for a period of one (1) year. Extra time may be granted by the Director of Human Resources & Employee Relations. All decisions will be final and not subject to the grievance procedure.

As a transition from Sick Leave Back to Long-Term Disability additional details are as follows:

1. A bargaining unit member, who is granted a Leave of Absence per Article XVII Section 17.3, shall retain all contractual medical benefits (if eligible) for the first 180 unpaid work days. The bargaining unit member is responsible for her/his

contractual benefit costs. Benefits will end the last day of the month in which the 180 unpaid work days expire.

2. Bargaining unit members who remain on a Leave of Absence beyond the first 180 unpaid work days may purchase medical benefits at the established COBRA rates.
3. The bargaining unit member's position shall not be declared vacant under Article XVII Section 17.4 and Section 17.5 until the expiration 180 unpaid work days.
4. The bargaining unit member shall not lose seniority days during the 180 unpaid work days.

Section 17.4 Returning Rights

The School District has no obligation to guarantee the return of any bargaining unit member to a specific building or previous position at the conclusion of a leave of absence without pay unless the leave is less than 61 calendar days or the position is available.

Additionally, as related to section 17.3, the bargaining unit member's position shall not be declared vacant under Article XVII Section 17.4 and Section 17.5 until the expiration of 180 unpaid work days.

Section 17.5 Leaves Beyond 60 Days (Illness does not apply to this section)

Any such leave in excess of sixty (60) consecutive calendar days shall (unless covered under provisions of section 17.3):

1. Reduce the person's seniority date by the number of days away from the job.
2. The newly established seniority date may require adjustment in the individual's longevity date.
3. Should a leave extend into the beginning of a new school year, the vacated position shall be posted.
4. A leave may be cancelled if the employee chooses to return to work before a new Unit Member is hired.
5. Written requests to return to work must be filed with the Department of Human Resources & Employee Relations at least thirty (30) days prior to the termination date of said leave.
6. Leave of absence without pay shall not be granted to take other employment.

7. If leave of absence extends beyond sixty (60) days, position will be declared vacant.
8. Upon returning from leave, an employee shall be assigned the same, or similar, position if available or replace the least senior regular Unit employee.
9. Employees on leave of absence without pay lose fringe benefits at the end of the first month of the leave of absence (on the last day of each month).

Section 17.6 Childrearing

A child rearing leave of up to six (6) months shall be granted without pay. A request for an additional six (6) month extension may be made, in writing, to the Director of Human Resources & Employee Relations. The leave shall end with the beginning of the regular school year. An employee having been granted a child rearing leave must apply for re-employment on or before April 1, prior to the school term if re-employment is desired for the following school year. An employee adopting a child may receive a similar leave which shall commence upon an entry of an order terminating the rights of the natural parents by the probate court. An employee returning from leave provided in this paragraph shall be placed on the step of the salary schedule as though she had been working.

Section 17.7 Military

Military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States until expiration of the first enlistment or duration of the national emergency. Such employee shall be restored to employment with the District and shall be given the benefit of any increments, provided, however, that such employee shall make application for such re-employment within ninety (90) days after discharge from the Armed Forces and provided further, that such employee reports for her assignment immediately following such discharge from service.

Section 17.8 Public Office

An employee elected or selected for a full-time public office which takes her from her duties with the school system, shall upon prior written request, receive a leave of absence without pay or benefits for the term of such office or two (2) years, whichever is less. Unless such employee returns within the time limit hereinbefore specified, such leave of absence shall terminate.

Section 17.9 Personal Leave

Leave without pay may be granted for personal reasons with the approval of the Director of Nutrition Services and the Director of Human Resources & Employee Relations for a limited period, i.e., thirty (30) working days, and the position filled by a substitute.

Section 17.10 Dock Days

Dock days shall be requested through the Food Services Director and the Director of Human Resources & Employee Relations at least five (5) working days in advance. Members shall be granted no more than five (5) dock days every three (3) school years. Application shall be made, in writing, to the Director of Human Resources & Employee Relations. A maximum of three (3) Bargaining Unit Members district-wide will be granted dock days at the same time. No more than ten (10) percent of the Food Service Staff at one building will be approved for such leave at the same period of time. These requests shall be honored in the order in which they are received in the office of the Director of Human Resources & Employee Relations.

Additional dock days beyond the five dock days may be granted at the discretion of the Director of Human Resources & Employee Relations for:

- A. Emergency circumstances beyond leaves provided in this Article,
- B. Extra-ordinary opportunities

The decision of the Director of Human Resources & Employee Relations on the granting of the additional dock days beyond five (5) dock days shall be final and binding and not subject to the grievance procedure.

ARTICLE XVIII

SCHOOL CLOSINGS

Section 18.0 Public Announcement

When it is necessary for the Superintendent to close a single school or all schools in the system for the safety of the children, the following conditions will exist:

- A) When a public statement is required, every attempt will be made to get the public announcement on the radio and TV by 5:00 a.m.
- B) When schools are closed by conditions not within the control of school authorities, days shall be rescheduled to meet the State requirements.

- C) Should all schools be closed during a school day, the food service staff shall complete their tasks, secure the kitchen, and then be released by the Food Service Supervisor.
- D) If a building is closed, the staff may complete their day, if possible, or be reassigned to another kitchen for that day by the Director of Nutrition Services.
- E) Should a school or system be closed before school begins, but where a portion of the staff is already working, the Food Service Supervisor and those working employees will put the food away and then be released.
- F) When a school(s) has been closed and employees are not to report, but where food in a kitchen must be secured, the Director of Nutrition Services will authorize the necessary hours to accomplish the task. These hours will be considered as a "call back" and the terms of Section 6.3 shall apply.
- G.) Employees shall be paid at their "normal" rate of pay for the first three (3) school closings per school year. The "normal rate" would either be for the position awarded to the member by the bid process or by notification of management to the member of its intent to have that member substitute in another position, prior to the closing notice, whichever is the greater in amount of pay.

In the event the District is closed beyond three (3) days, for any days not rescheduled by the district, employees may elect to use sick leave days provided the employee has a balance of twenty (20) or more accumulated days. Payment for such school closings beyond the initial three (3) shall be paid at the employee's bid position rate of pay at the end of the employee's work year. Employees must notify the Food Service Office by May 15 to qualify for the lost day's pay.

- H.) In the event of a delay in the starting time for school, members shall arrive as soon as possible depending on the conditions from their home to the work site, but no later than the revised starting time beyond a member's normal start time.

The following is an example of how this would be implemented.

If a two-hour delay is announced, the member shall arrive as soon as possible (as designated above), but no later than two hours beyond their normal start time for their position.

In the event the School Aid Act requires the scheduling of additional days/hours of student instruction because of school district closings or delays caused by conditions not within the control of school authorities, such additional days/hours will be rescheduled. Members shall be paid for days/hours when the school district is closed or delayed in accordance with past practice but shall not receive additional pay for the additional rescheduled

days/hours.

ARTICLE XIX

ABSENCES

Section 19.0 Reporting

Unit members shall contact their Food Service Supervisors to report any absences.

ARTICLE XX

SUMMER AND SPECIAL PROGRAMS

Section 20.0 Summer Assignments

Employees shall be selected to fill positions in the summer programs as defined in Article X (Vacancy) and Article XII (Bidding). In order to bid a summer position, an employee must be physically able, with reasonable accommodation, to assume the duties of the position.

If an employee becomes ill after she has started the summer assignment and is unable to return, non-interview positions will be filled by the most senior summer applicant who is interested in that position. Summer interview positions open due to illness will be offered to the summer applicant employee with the next highest interview score for that position.

Section 20.1 Special Programs

Whenever the District implements or establishes programs, that operate on days that are either within or outside of the established school calendar, the following shall take place:

- A. When on a regularly scheduled school calendar day a significant number of students and staff are not present, Administration may assign excess personnel to perform, for no fewer hours than their regular assignment, other appropriate Food Service Department work.
- B. Bargaining Unit Members assigned to sites where special programs exist can be required to obtain and maintain a valid State of Michigan Chauffeur's Drivers License, even though operating a vehicle is a minor part of their assignment

When Bargaining Unit Members are assigned to operate a District vehicle, they shall be paid at the appropriate Van Driver/Server rate of pay and shall be assigned no fewer hours than for their regular work assignment.

- C. The determination of which Food Preparation Center shall be opened to meet the needs of special programs that operate on days that fall outside of the regular school calendar lies with the District Administration
- D. When General Cooks are scheduled to work on special programs on days that are outside of the regular school calendar, they shall be employed for no fewer than four (4) hours.

ARTICLE XXI

SEVERANCE

Section 21.0 Retirement Benefits/Death Benefits

Upon the retirement or death of a unit member under the provisions of the Michigan School Employees Retirement System, and after the age of fifty (50) with ten (10) years of service with the Bay City Public School District, that member shall receive:

For all employees hired on or before August 31st, 2018, one (1) day's pay shall be granted for each day of accumulated sick leave, not to exceed ninety-six (96) days. For all accumulated sick leave beyond ninety-six (96), one half (1/2) day's pay shall be granted.

In addition, the School District shall pay \$75.00 per year for each year of service in this School District after ten (10) years, but not to exceed \$1,000.

For all bargaining unit members hired into this unit on or after September 1, 2018 and who retire under MPSERS with at least 15 years of service (or upon their death while employed), a payment will be made of \$30 per day for each accumulated sick leave day, up to 125 days.

The District shall provide a form on which the employee shall designate his/her severance pay beneficiary(ies).

The beneficiaries of retired employees are not eligible for the death benefits.

For a member not qualifying for retirement, the Employer will, on behalf of the member, use Severance plan dollar amounts to pay off monies owed towards a service credit purchase in order to qualify for retirement under the guidelines and conditions as established by the Michigan Public School Employees Retirement System (MPSERS). No additional years of service credit beyond the qualifying amount will be purchased.

Each individual member's Severance Employer-paid, non-elective funds as outlined in paragraph 1 above will be deposited into a Paradigm Equity 403(b) plan account set up for the individual member at the time payment is due. There is no cash option.

ARTICLE XXII

STRIKES AND RESPONSIBILITIES

Section 22.0 **No Strike Clause**

The Union agrees, on its own behalf that:

During the life of this Agreement, neither the Union nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike that is, the concerted failure to report for work, or willful absence of an employee from her position, or stoppage of work, or abstinence, in whole or part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 22.1 **Disclaimer**

If the Union disclaims in writing to the Board responsibility for any activity prohibited hereby, it shall not be liable in any way therefore. Violation of this Article by any employee, or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

Section 22.2 **Remedies**

The Board of Education, in the event of violation of this Article, shall have the right, in addition to the foregoing and other remedies available at law, to seek injunctive relief and damages for breach hereof against the Union.

Section 22.3 **Unit Exclusion**

The Union recognizes that the managerial, supervisory, administrative and executive officials are excluded from the Bargaining Unit herein. It is also recognized that it is the present policy of the Union to admit such persons to membership in the Union for professional purposes not connected with the collective bargaining and administration of this Agreement. The Union agrees that it will take no action directly or indirectly, against such administrative officials because of their duties relative to the administration of this Agreement or the educational policies of the Board.

Section 22.4 **Waiver Clause**

Notwithstanding the foregoing, nothing contained herein, shall be construed as a waiver of any rights of the Union or its members which they may have under Act 336 as amended by Act 379 or which are otherwise provided by law.

ARTICLE XXIII

DURATION OF AGREEMENT

Section 23.0 Contract Dates

This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement and shall become effective as of August 11, 2021, and shall continue in full force and effect and be legally binding on the parties hereto, through June 30, 2024, and from year to year thereafter unless either party serves notice, in writing, upon the other party at least 120 days prior to the expiration date of the Agreement.

Section 23.1 Bargaining Representation

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between parties may be executed without ratification by the Board of Education and by the Union but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 1st day of July 2020.

BAY CITY PUBLIC SCHOOLS
FOOD SERVICE UNION



Angi Jammer, President

BAY CITY BOARD OF EDUCATION

Eugene L. Rademacher

Gene Rademacher, President

Cynthia K. Marchese

Cynthia Marchese, HR & Employee Relations

**BAY CITY PUBLIC SCHOOLS
WORK RULES
for
FOOD SERVICE EMPLOYEES**

These rules are published for your information and to minimize the likelihood of any employee, through misunderstanding or otherwise, becoming subject to any disciplinary action. Violation of any rule cannot be ignored by management. It is only fair that you should be familiar with those rules that the school considers to be of great importance, as well as those that are considered less important. We regard that the implementation of the following work rules are corrective in nature and never regarded as punitive.

GROUP A

FIRST OFFENSE	-	Verbal warning (Documented)
SECOND OFFENSE	-	Written Reprimand
THIRD OFFENSE	-	Five (5) days off without pay
FOURTH OFFENSE	-	Up to, and including, discharge

1. Tardiness or absence without reasonable cause.
2. Failure to observe working hour schedules (starting time, quitting time, rest and meal periods).
3. Unsatisfactory work performance (loafing, interfering with other employees by talking, etc., performing personal work on school time, etc.).
4. Leaving regularly assigned work location without notifying your immediate supervisor (personal needs excepted).
5. Gambling, lottery or any other game of chance on School District premises not authorized by School District action.

GROUP B

FIRST OFFENSE	-	Five (5) days off without pay
SECOND OFFENSE	-	Up to, and including, discharge

1. Threatening, intimidating, coercing or interfering with employees or supervision at any time.
2. Abusive or threatening language to parents, students, employees or management.

3. Failure or refusal to perform work or to follow the directions assigned by supervisor.
4. Fighting on premises at any time.
5. Not wearing uniform at all times while on duty.
6. Reporting for work in an unsafe or unfit condition.
7. Smoking in the kitchen area.
8. Sleeping while on duty.
9. Failure to properly safeguard, secure, or protect school property from damage, theft, etc.

GROUP C

PENALTY - Up to, and including, discharge

1. Falsification of any school record.
2. Deliberate misuse, abuse or destruction of School District property, tools, vehicles and equipment.
3. Possession, sale or use of drugs or intoxicants on School District property at any time, or reporting for work under the influence of drugs or intoxicants.
4. Removal of equipment from the premises without proper authorization.
5. Immoral or indecent conduct.
6. Theft or misappropriation of property of employees or of the School District.
7. Possession of firearms or other dangerous weapons without authorization.
8. Failure to report to work for three (3) consecutive days without, by the end of the third day, notifying Employee's supervisor of reasonable excuse for such absence and plans for returning.
9. Employees shall not remove, buy, or sell food or goods from the cafeterias, storage areas, or school property without proper documentation from the School District.

The above lists are not intended to be all inclusive.

BASIC STANDARD OF DRESS

I. Purpose:

To define the required standard of dress for food service personnel.

II. Procedure:

- A. The uniform is to be clean and free of wrinkles when reporting for work.
- B. The employee will choose a uniform bottom of white or black slacks of washable poly/cotton blend fabric (no jersey knits).
- C. The employee will choose a uniform top of washable fabric from the following options:
 - 1. A uniform top selected and agreed upon by the parties and in the colors agreed upon by the parties (currently: Black, Bright Blue, Bright Green, and /or Fuchsia).
 - 2. A long, close fitting sleeve may be worn in cold weather underneath the uniform shirt.
 - 3. Employees may wear school pride shirts on spirit days identified by the building principal, and on school pride Fridays, consistent with that allowed for other employees in a particular building.
- D. The color of undergarments must be either solid white or flesh tone.
- E. Shoes are to be white or black, leather or simulated leather which provide foot support, foot protection, are easily cleanable, and have non-slip soles. Shoes and laces must be clean and in good repair. Cloth or canvas shoes are not acceptable.
- F. All hair must be off the collar and restrained with a hair net or cap which covers the entire head of hair in compliance with the Health Code.
- G. When subbing for a Food Service Supervisor you may from time to time wear a white lab coat over street clothes. For safety reasons, shoes must be as defined in (E) above
- H. The employee name badge is considered a part of the uniform and should be worn when on duty.
- I. Jewelry is to be kept to a minimum, i.e. small, post-type (non dangle) earrings, wedding rings.

- J. Any deviations must be discussed with the employee's Food Service Supervisor who must clear them with the Director of Nutrition Services.
- K. All nails must be natural (not artificial), clean, free of painting/decoration and no longer than the fingertip.
- L. A committee consisting of no more than four (4) Union Representatives (designated by the Union), Food Service Supervisors, and the Director of Nutrition Services shall meet and review the uniform shirt options every other year beginning with the 2018-19 school year. The Committee will make a decision prior to June 30 for implementation the following year.

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and

THE BAY CITY FOOD SERVICE UNION

Educational Improvement Program

The Board of Education of the Bay City Public Schools and the Bay City Food Service Union, in order to upgrade the educational skills and training of the Food Service Workers, do enter into an agreement to promote training programs.

Basic to this concept is the institution of a comprehensive program of training to be provided by the Bay City Schools Food Service Department and an educational incentive for each job classification within the Food Service Unit, by the creation of "Educational Improvement" step (third step) for those who have taken sufficient course work to qualify for this pay incentive.

The qualifications that must be met by a Food Service Worker, in order to qualify for the Education Improvement Step increase in her classification, are:

1. To have completed at least two years in her classification.
2. To have completed a minimum of fifty (50) contact hours of instruction during her assignment to her classification.
3. To have submitted certificates of completion, diplomas or other verification of course work, along with a completed application form for the payment of the Educational Improvement step increase to the Office of the Nutrition Services Director.

For those Food Service Unit members who are employed as of the date of the memorandum, the following course work shall be counted toward the fifty (50) hours of course work required:

1. Safety and Sanitation Course - 10 hours
Blood borne Pathogens Course - 2 hours
Right to Know Law - 1 hour

In addition to the courses listed in # 1,

2. Fifty percent of course work completed prior to the date of this memorandum, up to a maximum of twelve (12) hours of course work.

It is the intent of this memorandum that all employees shall complete a minimum of twenty-five (25) hours of course work before becoming eligible for the Educational Improvement step increase. It is further agreed that in order to receive credit, as outlined in Step # 2 above, that proper verification of course work completed must be placed on file with Office of the Food Service Director no later than thirty (30) calendar

days following the ratification of the 1994-97 successor agreement between the Bay City Public Schools and the Bay City Food Service Union.

The Bay City Public Schools agrees to provide at least twenty-five (25) hours of instruction for Food Service Unit members within one hundred twenty (120) calendar days following the ratification of the 1994-97 successor contract and a total of fifty (50) hours of instruction by the end of the 1994-95 school year.

It is also understood that it is the responsibility of Food Service employees to make proper application and to file verifications in order to be eligible for this increase in pay. In no case shall a person be paid retroactively, because of their failure to file an application or to provide verification of course work in a timely manner.

Should an employee opt to take a course that entails tuition, fees or other costs, it is the responsibility of the employee to bear such costs, unless the course is one sponsored by the Bay City Public Schools, in which case, it is the responsibility of the District to bear such costs.

Courses eligible to be counted for course work credit are:

1. Those conducted through the Bay City Public Schools Food Service Department.
2. Courses conducted through Food Service professional organizations.
3. Course work conducted by universities or colleges - Subject to prior approval of the Director of Nutrition Services.
4. Courses conducted through Adult Education Programs - Subject to prior written approval of the Director of Nutrition Services.
5. Courses conducted by other groups or organizations - Subject to prior written approval of the Director of Nutrition Services.

Food Service workers who are placed in a lower classification, but have earned the Educational Improvement Step increase in the higher classification, shall be granted the Educational Improvement Step in the lower classification.

This program is voluntary. No employee may be forced to participate, nor may they be punished for non-participation.

AGREED

BAY CITY PUBLIC SCHOOLS

BAY CITY FOOD SERVICE UNION

DATE

THE BAY CITY FOOD SERVICE UNION
Grievance Form
Level Two – Formal

Filing Date: _____

1. Name of Grievant(s)

A. Name _____	Home Phone _____
Work Site _____	
B. Name _____	Home Phone _____
Work Site _____	
C. Name _____	Home Phone _____
Work Site _____	

If there are additional grievant(s) to this filing, please list hers/their name(s), home phone(s) and work site(s) on a separate piece of paper and attach to this form.

2. When did the alleged violation occur? _____

3. When did you become aware of the alleged violation? _____

4. Explain what either has or has not happened to cause you to file this grievance:

If there is insufficient space here, please attach the remainder of your statement to this form.

5. What do you believe are the contract article(s), Board of Education policies, past practice(s), Laws or other things that have been violated by the Administration?

If there is insufficient space here, please attach the remainder of your statement to this form.

BAY CITY FOOD SERVICE UNION Grievance Form continued
Level Two – Formal

6. The grievance procedure requires that before a “formal” grievance may be filed that the problem shall first be discussed with the grievant’s Supervisor or the Director of Nutrition Services in order to attempt to resolve the issue.

With whom of these have you discussed this issue? When did the discussion take place?

A. Name _____ Title _____

When? _____

B. Name _____ Title _____

When? _____

7. Should the Administration grant your grievance, what relief are you seeking?

Signature (s) of the Grievant (s):

Signature of Union Official:

Date: _____

Title: _____

Date: _____

Date: _____

Date: _____

*Filing: 1 copy – Department of Human Resources & Employee Relations
1 copy – Food Service Department Office
1 copy – Union President*

Appendix "A"

SALARY SCHEDULE

Old 2020/2021		2021/2022	2022/2023	2023/2024
\$10.65	Aide	\$11.15	\$11.65	\$12.00
\$11.15	Educational Improvement	\$11.65	\$12.15	\$12.50
\$12.26	Service Tech	\$12.76	\$13.26	\$13.61
\$12.76	Educational Improvement	\$13.26	\$13.76	\$14.11
\$12.65	Asst. Cook/Van Driver	\$13.15	\$13.65	\$14.00
\$13.15	Educational Improvement	\$13.65	\$14.15	\$14.50
\$13.21	General Cook	\$13.71	\$14.21	\$14.56
\$13.71	Educational Improvement	\$14.21	\$14.71	\$15.06

Year 1: \$.50 on-scale increase. One level of longevity/merit pay credit, if eligible. Educational improvement paid, if eligible.

Year 2: \$.50 on-scale increase. One of longevity/merit pay credit, if eligible. Educational improvement paid, if eligible.

Year 3: \$.35 on-scale increase. One longevity/merit pay credit, if eligible. Educational improvement paid, if eligible.

Mileage: Authorized use of a personal vehicle for school business shall be paid for logged miles at the current Board of Education authorized rate.
Guaranteed \$1.00 per day minimum.

Summer Program Pay Rates: The rates in effect at the end of the regular school year shall be the rates paid for all summer program.

Note: SALARY RATE CONVERSION - Scheduled rate changes shall take place when food service personnel are recalled to their regular kitchen assignments for the regular school year.

UNIT SUB/ CALCULATION FORMULA:

Example: General Cook subs as Food Service Supervisor

When a sub is used, longevity is paid in the base figure, if appropriate....

General Cook Rate= \$4.60 + \$.14 (longevity) = \$4.74 per hour

Manager Rate (Step 1) \$5.37

\$4.60



\$0.77 (Differential)

Normal Rate+ Differential= Sub Food Service Supervisor Rate

\$4.74 + \$0.77 = \$5.51

Signature Certificate

Reference number: LIRNE-GXZQQ-ZW6NM-UASBU

Signer	Timestamp	Signature
Cynthia Marchese Email: marchesec@bcschools.net Sent: 01 Feb 2022 20:38:32 UTC Viewed: 01 Feb 2022 23:44:25 UTC Signed: 01 Feb 2022 23:44:37 UTC		 IP address: 174.240.144.49 Location: Southfield, United States
Eugene L. Rademacher Email: rademacherg@bcschools.net Sent: 01 Feb 2022 20:38:32 UTC Viewed: 06 Feb 2022 22:01:07 UTC Signed: 06 Feb 2022 22:01:30 UTC		 IP address: 68.188.169.243 Location: Midland, United States

Document completed by all parties on:
06 Feb 2022 22:01:30 UTC

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