

6/30/88

**MASTER AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC**  
**AND**  
**LOCAL 719 OF AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES' UNION (AFL-CIO)**

**(Food Service)**

**1985-88**

*Pontiac School District*

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THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

REPORT OF THE COMMITTEE ON THE PHYSICS DEPARTMENT

1954

FOR THE BOARD OF THE UNIVERSITY OF CHICAGO

BY THE PHYSICS DEPARTMENT

CHICAGO, ILLINOIS

1954

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**MASTER AGREEMENT BETWEEN THE  
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC  
AND  
LOCAL 719 OF AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEE'S UNION (AFL-CIO)  
(Food Service)**

This Agreement is entered into this 19th day of December, 1985, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "Board," and Local 719 of the American Federation of State, County and Municipal Employees (AFL-CIO) and Council 25, hereinafter called the "UNION," pursuant to Act 379 of the Michigan Public Acts of 1965.

**ARTICLE I PURPOSE AND INTENT**

(1) The general purpose of this agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the employee and the Union. The Board and the Union shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

(2) During the term of this Agreement, both parties shall meet at the request of either party for the purpose of discussing any provision in the Agreement.

(3) The Board shall not negotiate with any other food service group or organization claiming representation during the term of this Agreement.

(4) The Union, employee, and Board agree the provisions of this Agreement shall be applied equally and without favoritism to all employees without discrimination as to sex, marital status, race, color, creed, national origin, handicap, or political affiliation.

(5) The Union shall establish a Personnel Relations Committee which shall meet periodically during the school year with the Executive Director of Employee Relations or designated representative(s) as representative(s) of the Board to discuss matters of mutual interest concerning the District which fall outside the provisions of this Agreement. The purpose of these meetings shall be to provide a means whereby: items of concern to the Union may be brought to the attention of the Board representative(s) for consideration; items of concern to the Board representative(s) may be brought to the attention of

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the Union for consideration; information may be exchanged; a high level of mutual understanding may be maintained; and matters pertinent to the general welfare of the Union and the Board may be discussed.

## ARTICLE II RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative "in respect to wages, hours of employment, or other conditions of employment" for all regular food service employees, including Helpers, Cooks, and Bakers, exclusive of Cafeteria Managers, employed in the District. Additional classifications which are established in the food service occupations in a non-supervisory role during the term of this Agreement shall be subject to negotiations between the Board and the Union in respect to wages, hours of employment, or other conditions of employment.

## ARTICLE III BOARD RIGHTS

The Board reserves and retains, solely and exclusively, all rights to manage and direct its work forces, such as, the determination of policies, operations, assignment, schedules, discipline and layoffs for the orderly and efficient operation of the District.

## ARTICLE IV UNION AND EMPLOYEE RIGHTS

## Section A Union Rights

(1) Nothing contained in this Agreement shall be construed to deny or restrict to any rights conferred by the Michigan Employment Relations Act, the Michigan General School Laws, or applicable laws or regulations, and the Constitutions of Michigan and the United States. The rights granted to employees in this Agreement shall be deemed in addition to those provided by Board policy or established procedure. The Board shall not directly or indirectly discourage employees in their employment of the above rights nor shall they be discriminated against in any way because of their activities in the Union to achieve these rights.

(2) The Union may use the District mail service and employee mail boxes for communications to employees. The Union shall have the right to post notices of activities and matters of Union concern on employee

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bulletin boards, at least one of which shall be provided. The Union representative has the responsibility to maintain the bulletin board space assigned for Union use. All notices posted on this board must be signed by the Union representative if they are not identified from the Union. The rights granted herein to the Union shall not be granted or extended to any competing labor organization. A copy of any notice shall be forwarded to the Board on request.

(3) Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided this shall not interfere with or interrupt the normal school operation, employee assignments, the instruction or management of pupils, or special assignments of any District employees.

(4) The Union shall have the right to use Board audio-visual equipment at reasonable hours when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

(5) The Union shall be permitted the use of school facilities for regular and special business meetings and for Union committee meetings, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the District.

(6) On reasonable notice the Board shall provide the Union with copies of regularly prepared Board, County, State and Federal reports on information concerning the financial resources of the District including the annual financial reports and audits, preliminary and final budget documents, treasurer's reports, agendas and minutes of all Board meetings, membership data, information on file in the personnel office on food service employees: name, location, assignment, salary, experience level, rate of pay, sex, date of birth, as well as other recorded information that is readily available to assist the Union in representing employees. Restricted or confidential information pertaining to the evaluation of an employee's performance prior to employment in the District and Board evaluations contained in the personnel file shall not be available to the Union. The Union shall assume the cost of copies when only the original is available.

(7) The Union shall be granted released time not to

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exceed ten (10) days or a total of eighty (80) hours to enable officers and/or designated representatives to conduct business which pertains to the Union. Requests for released time shall be submitted in writing and approved in advance by the Executive Director of Employee Relations or the Board's designee.

(8) The Union shall be granted released time not to exceed twenty (20) days or a total of one hundred sixty (160) hours to enable the Union negotiating team to participate in scheduled negotiation sessions with the Board during regular work hours. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation. Toward this aim, the bargaining committee of the Union shall consist of no more than ten (10) members who are employees of the District or members of Michigan Council 25, AFSCME. The Board shall rely on the Union President to furnish the names of the committee members who are to represent the Union in bargaining sessions.

### Section B Employee Rights

(1) Any case of assault upon an employee as a result of carrying out the job duties during scheduled work hours shall be promptly reported to the Board or its designated representatives. The Board shall provide necessary legal counsel to advise the employee of the employee's rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

(2) The Board shall provide an appropriate locked facility and provision for the safekeeping of employee valuables. The Board shall not be held liable for any and all such loss as may occur.

(3) Employees shall be provided copies of any material relating to the employee's attitude or performance on the job prior to the material being placed in the employee's personnel file.

(4) Each employee shall be given a copy of the Master Agreement.

## ARTICLE V UNION SECURITY

To the extent that the laws of the state of Michigan and the United States permit, it is agreed that:

(1) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(2) Employees hired after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the amount of regular monthly dues for the duration of this Agreement. They shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following the end of their four (4) month probationary period.

(3) Employees hired prior to the effective date of this Agreement are required to become Union members or pay a service fee as a condition of employment. They shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following the end of their four (4) month probationary period.

(4) Union members shall meet the conditions of this Article as long as they are no more than sixty (60) days in arrears in payment of dues or service fee. The Board shall be notified in writing by the Union of employees covered in Items 1, 2, and 3 of this Article who are sixty (60) days in arrears in payment of membership dues or service fee.

(5) Employees may have their monthly membership dues or service fee deducted from their earnings by signing an authorization for checkoff of dues or fee form or make a single payment for the full year dues directly to the Union treasurer. The Union will provide the Board with signed authorization for checkoff of dues or fee form, which will state the amount of dues or service fee to be deducted.

(6) The Personnel Department shall make available upon request to designated Union representatives information on: new food service employees hired, including their employment dates and location of assignments; food service employee terminations; and food service employees who return from leave.

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(7) The Union shall assume the legal defenses of any suit or action against the Board regarding this Article. The Union further shall indemnify and save harmless the Board for any cost including damages which may be incurred by the Board as a result of said suit or action, subject, however, to the following conditions; the damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents; the Union, after consideration with the Board, has the right to decide whether or not to appeal the decision with any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board or tribunal; the Union's legal counsel has the authority to direct the defense of any lawsuit involving this Article; and the Union shall have the right to compromise or settle any claims made against the Board under this Agreement.

## ARTICLE VI HOURS OF EMPLOYMENT

## Section A Work Day and Work Week

(1) The Board shall determine the hours of employment for employees. The total hours assigned each employee, exclusive of a required thirty (30) minute lunch period, shall be determined by the needs of each individual school lunch program

(2) An employee shall be guaranteed three (3) hours when reporting for duty on a day when the regular school lunch program for students is operating.

(2.1) The Personnel Relations Committee will develop procedures for informing employees of days when lunches will not be served.

(3) Except in the case of emergency, training or instruction, secondary school cafeteria managers shall not routinely spend a majority of the normal lunch service time performing the work of the bargaining unit.

(4) On junior high conference days when satellite elementary schools are in session, the regularly assigned elementary employees shall have the first opportunity to work the time assigned in the elementary but no less than three (3) hours. This provision shall apply in all similar situations.

(5) Employees shall be offered 170 days of employment

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during each school year, beginning with the 1986-87 school year. When employees are not scheduled to work in their regularly assigned buildings, they may be reassigned within classification at the discretion of the Board.

**Section B Rest Periods**

(1) Employees working six (6) hours or more per day shall be entitled to a morning and afternoon fifteen (15) minute rest period. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.

(2) Employees working three (3) hours but less than six (6) hours per day shall be entitled to one (1) fifteen (15) minute rest period.

**ARTICLE VII OTHER CONDITIONS OF EMPLOYMENT****Section A Postings**

(1) Position openings shall be posted in the cafeterias seven (7) calendar days prior to the filling of the vacancy.

(2) Postings shall include employee names who were transferred as a result of postings and new employees awarded positions since the last posting. If the position is posted for fewer hours, it shall be reviewed with the Union.

(3) The employee with the greatest seniority shall be awarded a position except when the employee has not previously held a job in said classification. Then the employee with the greatest seniority in the classification shall be awarded the position.

(4) Applicants shall be advised of how the position is filled within fourteen (14) calendar days after the posting expires.

(5) Cafeteria openings shall be posted no later than ten (10) work days after an opening occurs except in extenuating circumstances beyond the Board's control.

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(6) Interested employees shall apply within the seven (7) calendar day posting period. Employees bidding for the job must file their bids in writing in the Personnel Department. The employee shall retain one (1) copy of the form and the Personnel Department shall retain the original.

(7) The senior applicant shall fill the job as soon as possible within seven (7) calendar days after the posting period, and shall be granted a four (4) month trial period. This shall not prevent the District from disqualifying the employee where lack of ability to qualify is obvious. The trial period shall determine the ability to perform the job. If the employee is unsatisfactory in the new position, and is denied the opening, notice and reasons shall be submitted to the employee in writing by the Board with a copy to the Union. The matter may then become a proper subject for Level Three of the grievance procedure.

(8) Helpers promoted to Cooks or Bakers shall be placed at their current experience level on the cook/baker wage schedule.

(9) Bid forms shall be available in all buildings.

(10) The provisions of this section shall be in force unless the employee has a disciplinary action in his/her personnel file.

**Section B Seniority**

(1) The first four (4) months of an employee's employment shall be a probationary period. A probationary employee shall have no security status in the classification in which employed and may be discharged any time during the probationary period if in the opinion of the board the employee is not suited to the District's needs.

(2) An employee who is continued in employment for more than four (4) months shall have seniority rights within the district; seniority shall be computed from the date of regular employment.

(3) The principle of seniority shall be applied to transfers, layoffs, recalls, and rehiring for the helper's position.

(4) The principle of seniority shall be applied to transfers, promotions, layoffs, recalls, and rehiring

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when the employees involved have attained similar levels of qualifications for the positions of cook and baker.

(5) Seniority shall not be interrupted by reason of layoff, transfer, promotion sick leave, or leave of absence authorized by the Board.

(6) Seniority shall be lost by voluntary resignation or discharge.

(7) The Board shall maintain an up-to-date seniority list at all times and make this list available to the Union upon request each January.

(8) Employees entering the Armed Forces shall accumulate seniority during the period of military service and shall be reinstated upon release from service in a position equal to the one formerly held.

(9) An employee's seniority shall terminate if he/she:

(9.1) Quits retires or is discharged, unless the discharge is reversed through the grievance procedure;

(9.2) Is absent from work for five (5) consecutive days without notifying the Board prior to or within such five (5) day period of a justifiable reason for such absence, if it was possible for such notice to be given;

(9.3) Following a layoff for a lack of work or funds, he/she fails or refuses to notify the Board of his/her intention to return to work within seven (7) calendar days after written notice, sent by certified mail of such recall, is sent to his/her last address on record with the Board or, having notified the Board of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Board for his/her return, whichever is later;

(9.4) Fails to request a leave of absence, or does not return to work immediately following the termination of a leave of absence or vacation, unless in the latter case, he/she presents evidence satisfactory to the Board that it was impossible for him/her to return at the expiration of such leave or vacation;

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(9.5) Is laid off for a lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of layoff or one (1) year, whichever is greater. This item shall not apply to employees laid off prior to the ratification of this agreement.

**Section C Layoff**

(1) Reductions in the work force shall be affected through the following procedures.

(1.1) The necessary number of probationary employees as defined in Article VII, Section C, Item 1, shall be laid off.

(1.2) The necessary number of least senior employees in the helper classification shall be removed.

(1.3) Probationary employees in the cook or baker classification shall be removed and have the right to bump into the helper classification to which seniority entitles.

(1.4) The necessary number of less senior employees in the cook and baker classifications shall be removed and have the right to bump into the helper classification to which seniority entitles.

(1.5) Cooks and bakers affected by the reduction shall have the right to bump into any position on a District basis to which classification and seniority entitles.

(1.6) Employees with bumping rights as set forth in Items 1.3, 1.4, and 1.5 of this Section shall exercise said right, or accept the layoff until recalled.

(1.7) Employees to be laid off shall be given at least fourteen (14) calendar days advance notice of the layoff in writing except when layoff is caused by circumstances beyond the Board's control. Copies of the layoff notices shall be sent to the Union on the same date the notices are issued to employees.

(1.8) In the event of temporary layoffs due to

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acts or occurrences not initiated or controlled by the Board, the employees immediately affected may be laid off without notice and regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall be regulated by seniority application.

(1.9) The layoff procedures of this Section do not apply to the normal reduction of work force during the time school is not in session.

**Section D Recall**

(1) The laid off employee shall be recalled in the reverse order of the layoff--the most senior employee shall be recalled to the first opening in the classification from which the employee was laid off. Recall shall be by certified mail, return receipt requested, to the employee's last known address on file with the Board. The employee shall be required to notify the Board of his/her intention to return to work within fourteen (14) calendar days after the notice is sent or, having notified the Board of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Board for his/her return, whichever is later.

(2) It is the employee's responsibility to keep the Board informed of proper address and phone number.

(3) The Board may remove an employee from the recall list if he/she has been laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of the layoff or one (1) year, whichever is greater. This item shall not apply to employees laid off prior to the ratification of this agreement.

**Section E Health Requirements**

(1) New employees shall provide proof of freedom from tuberculosis prior to employment. It must be current within the last year. In case free service is not available, employees shall furnish proof at their own expense.

(2) Current employees shall furnish annual or tri-annual proof of freedom from tuberculosis as

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determined by the County Health Department. This may be done by x-ray or skin test.

(3) In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board may request the employee to provide a physician's certification that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

**Section F Resignation and Retirement**

(1) Employees who wish to resign shall give written notification to the Personnel Department at least fourteen (14) calendar days prior to its effect.

(2) An employee must retire by the employee's 70th birthday.

**Section G Evaluation**

An employee shall receive a copy of a written evaluation by the immediate supervisor and/or principal each calendar year of employment. The evaluation shall be reviewed and signed by the employee and the supervisor and forwarded to the Personnel Department. Employee signature shall only indicate receipt of a copy. The employee will be allowed to attach comments to the evaluation form. Evaluations shall be fair and just.

**Section H Multi-Ethnic Representation**

The Board, in recognition of the desirability of multi-ethnic representation in each cafeteria of the District, hereby declares a policy of actively seeking minority group employees.

**Section I Discipline**

(1) Disciplinary action shall include oral reprimand, written reprimand, suspension, and dismissal. Suspension and dismissal shall be only by official notification by the Personnel Department. The Union shall be notified of a suspension or dismissal the same day as the employee; however, the Union shall be notified five (5) days in advance of the discharge

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where practical.

(2) The purpose of discipline is to correct inappropriate behavior or performance. No employee shall be disciplined without just cause.

(3) Discipline shall occur if the employee fails to perform the duties required of the position or demonstrates inappropriate behavior.

(4) The employee may request, and if requested, shall have Union representation present when being disciplined or discharged, except for oral reprimands. The employee shall be told if an oral reprimand is being administered.

(5) Any disciplinary action shall be done in privacy and in a discreet manner.

(6) If reversal of any disciplinary action occurs, the employee shall not be subjected to prejudice or loss of pay or other benefits including seniority.

(7) The Board retains the right to dismiss an employee for insubordination, failure to perform duties properly, neglect of duty, improper conduct or incapability.

(8) In lieu of dismissal, the Personnel Department may suspend an employee without pay for a period not to exceed five (5) work days.

(9) After an eighteen (18) month period of satisfactory service, all written reprimands in an employee's file shall not be used against the employee in further disciplinary action and promotions or transfers.

## ARTICLE VIII GRIEVANCE PROCEDURE

### Definition

An employee with a complaint considered to be a violation or misinterpretation or inequitable application of any of the provisions of the Agreement may register a complaint in the following manner:

### Informal Appeal

Discuss the complaint with the appropriate supervisor with the object of resolving the matter informally.

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**Level One**

The grievance must be presented to the appropriate supervisor within five (5) work days after the date of the occurrence or within twenty (20) work days of knowledge of the occurrence should extenuating circumstances exist. A written response will be provided within five (5) work days.

**Level Two**

If the employee is not satisfied at Level One, a written grievance shall be filed within five (5) work days of the appropriate supervisor's response with the administrator designated to conduct the level two hearing who shall review the claim and provide a hearing within five (5) work days of receipt of the claim. Union representative(s), Board representative(s) and grievant shall be present at this hearing. The administrator designated to conduct the level two hearing shall issue a written decision to the Union President, Chief Steward, and the grievant within five (5) work days after the hearing.

**Level Three**

If the Union is not satisfied at Level Two, the grievance shall be filed in writing within five (5) work days of the Level Two response with the administrator designated to hear level three grievances. Upon receipt of the claim, a hearing shall be scheduled within five (5) work days. A written decision shall be issued to the Union President, Chief Steward, and the grievant within five (5) work days after the hearing.

**Level Four**

If the Union is not satisfied at Level Three, the Union may file the grievance to arbitration within thirty (30) work days after receipt of the decision from level three, and by written notice to the Board. The cost of the arbitrator's services, including expenses if any, shall be borne equally by the Union and the Board.

Within ten (10) work days after such notice to arbitrate, the Union and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made to the American Arbitration Association in the selection of the arbitrator. The arbitrator so selected shall hear the matter as

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promptly as possible and shall issue the decision within thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and shall set forth findings of facts, reasoning, and conclusions on the issue submitted.

The arbitrator's powers stem from this Agreement. The arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall have any authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Board, Union and grievant.

**Union Representation**

The employee may at informal appeal or at any step in the grievance procedure, request and have representation by a maximum of five (5) Union representatives, providing there is no interference with regular work hours and no cost to the Board.

**Exception**

Nothing contained herein shall limit the right of an employee with a grievance to discuss the matter informally with any supervisory or administrative personnel, or have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given the opportunity to be present at such adjustment.

**Time Limits**

No grievance shall be processed unless it is presented within five (5) work days of its occurrence or twenty (20) work days of knowledge of its occurrence should extenuating circumstances exist. The time limits set forth in Level One through Four may be extended upon mutual consent of the parties. Said extension shall be in writing by the party requesting the extension. The time limits set forth herein or agreed upon shall be adhered to by both parties. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed settled on the basis of the Board's last answer. In the event the Board shall fail to supply the Union with its answer to the particular

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step within the specified time limits, the Union's grievance shall be automatically moved to the next level.

## ARTICLE IX PAID LEAVE

## Section A Sick Leave

(1) Absence without loss of pay shall be allowed at the rate of one-half (1/2) day per pay period worked for the following reasons:

(1.1) Certified personal illness or quarantine

(1.2) Certified serious illness or death in the immediate family (mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild)

(1.3) Other reasons approved by the Superintendent of Schools or designee

(2) An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) work days) shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) the number of normal work hours for each day for which Compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.

(3) The unused portion of the annual sick leave shall accumulate without limit.

(4) An employee whose sick leave accumulation has been used will notify the Personnel Office in writing of intent, within twenty (20) work days to return to duty, apply for a leave of absence if eligible, or resign. Failure to comply shall be treated as indicated in Article VII, Section C, Item 9.

(5) After four (4) or more consecutive days of illness, a physician's written release shall be required before the employee may return to work.

(6) Employees changing positions involving an increase or decrease in base hours shall have their accumulated

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sick bank converted to correspond to the base hours of the new position.

**Section B Approved Leave Days**

(1) Three (3) days of each school year may be used by employees as Approved Leave days.

(2) Approved Leave days shall be deducted from accumulated sick leave.

(3) Approved Leave days shall not be cumulative.

(4) Approved Leave days may be used for the following reasons:

(4.1) Registration for approved courses when such registration cannot be accomplished at a time other than the employee's regular work hours.

(4.2) Religious holidays which require absence from work.

(4.3) Transaction of legal business when it cannot be done at a time other than the employee's regular work hours.

(4.4) Funerals, other than those provided under other Sections of this Agreement.

(4.5) Emergencies such as automobile accidents or home fires which require the employee's presence.

(4.6) Military reserve duty (National Guard). The Board shall pay the difference between the reservist's pay rate and the employee's daily school rate for three (3) days only when reserve duty cannot be fulfilled outside the school year.

(5) Requests for Approved Leave days listed in Items 4.1 through 4.6 in this Section shall be submitted to the supervisor of the food service program. Requests for Approved Leave days for other reasons shall be submitted to the Personnel Department for consideration. Completing and submitting the Approved Leave form shall be the responsibility of the employee.

(6) Records of all requests for Approved Leave days, those granted and those denied, shall be maintained by the Personnel Department.

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## Section C Inclement Weather

For the 1985-86 school year only, should it be necessary to close schools on a regular work day due to inclement weather, an employee shall be paid the regular hourly rate for the normal work hours of employment. Effective with the 1986-87 school year, food service employees will not be required to report on days when all schools are closed and shall not be paid.

## Section D Jury Duty

The Board shall pay the difference between the rate of jury pay and the employee's regular pay rate for time lost due to serving on jury duty. To determine reimbursement, the employee work day shall be based on the average hours per day for the two (2) pay periods prior to serving on jury duty.

## ARTICLE X LEAVES OF ABSENCE WITHOUT PAY

(1) Leaves of absence without pay shall be authorized upon the recommendation of the Personnel Department as follows:

(1.1) Illness - Certified illness for the following reasons:

(1.1.1) Personal illness, disability or quarantine - Certification by a physician as to the physical health of the employee prior to return is required.

(1.1.2) Serious illness or death in the immediate family (mother, father, husband, wife, child, sister, or brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild).

(1.2) Union Representation - Employees elected or appointed to a full-time office position with the Union representing the bargaining unit.

(2) Leaves for purposes other than illness, disability, and Union representation may be approved by the Personnel Department.

(3) To be eligible for a leave of absence for the

## Master Agreement: Food Service Employees 1985-88

reasons of Items 1.1.2, and 1.2 of this Section, an employee must have been employed at least two (2) years. To be eligible for a leave of absence for the reasons of Item 1.1.1 of this Section, an employee must have been employed at least one (1) year.

(4) Leaves of absence shall be granted for a maximum of one (1) year at a time and shall be renewable annually to a maximum of three (3) years. Seniority shall be broken if a written request for leave renewal is not made annually or the employee fails to report for duty at the expiration of the leave of absence.

(5) The employee shall be returned to the original position provided the duration of the leave is for a period of one (1) year or less and provided the employee provides written notice of intent to return thirty (30) calendar days prior to the expiration of the leave.

(6) An employee will be guaranteed a position upon the expiration of the leave of absence. If necessary, the least senior employee shall be laid off to provide the opening. If the opening occurs in a classification that is lower than the one the employee held prior to the leave of absence, the employee shall be paid at the current rate of pay for the classification held prior to the leave of absence. In no case will the number of daily hours of employment be less than prior to the leave. When a vacancy occurs in the classification held by the employee prior to the leave, the employee shall accept the position open that the employee's seniority entitles or revert to the rate of pay for the classification presently held.

## ARTICLE XI ECONOMIC BENEFITS

### Section A Health Benefits

(1) The Board shall pay single subscriber rate toward health and hospitalization benefit premium up to a full family coverage policy for each eligible employee within the following framework:

(1.1) The health benefits shall be those available under the School District of the City of Pontiac Health Benefit Plan III. (See plan booklet attached to the original copy of the agreement.)

(1.1.1) Employees shall be provided with a prescription drug benefit with a \$.50 co-pay

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provision.

(1.2) Benefits shall allow for sponsored dependent rider(s) available with the School District of the City of Pontiac Health Benefit Plan III which shall be at the employee's expense.

(1.3) Employees hired on or after February 1, 1983 shall become eligible for benefits on the first day of the month following the first day worked.

(1.3.1) If the employee is absent from work on the date benefits would otherwise become effective, the effective date of coverage for benefits will be deferred to the first day the employee is actively at work.

(1.4) Employees converting to the School District of the City of Pontiac Health Benefit Plan III shall be eligible for benefits on the first day of the month following the open enrollment period.

(1.5) An employee may only be covered by one (1) School District provided policy. If an employee is covered by a policy not provided by the District, the employee will be offered enrollment in the School District's Health Benefit Plan.

(1.5.1) The School District of the City of Pontiac Health Benefit Plan III shall coordinate benefits with all other group or individual plans insuring the employees and their families.

(1.6) The benefits under the School District of the City of Pontiac Health Benefit Plan III shall be comparable to benefits available under Blue Cross/Blue Shield MVF1, Master Medical with Rider ML as of February 1, 1983.

(2) This provision shall apply to employees who work on a daily regular basis no fewer than four (4) hours per day.

## Section B Life Insurance

(1) Upon submission of written application, the Board shall provide to food service employees term life insurance protection in the amount of \$10,000 (\$12,000 effective July 1, 1986 and \$15,000, effective July 1, 1987) that shall be paid to the employee's designated beneficiary. The term life insurance program shall

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also provide for double indemnity in the event of accidental death and dismemberment and a scheduled amount payable according to severity and loss in the event of dismemberment. The duration and level of benefits will be in accordance with ADEA guidelines.

(2) To become eligible for the term life benefit, employees must be at work and able to perform all required duties on the day the benefit becomes effective.

(3) Employees who have board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Employees electing the right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

(4) The term life insurance program shall be provided within the underwriting rules and regulations as set forth by the carrier in the master contract held by the policyholder.

**Section C Dental Benefits**

(1) Effective July 1, 1984, the Board shall pay, for those employees who apply, dental benefits of up to full family coverage that provides fifty (50) percent of basic dental services and fifty (50) percent of prosthodontic services. Basic dental and prosthodontic service shall have an individual maximum of \$1000 per year.

(2) The dental plan shall provide for both internal and external coordination of benefits and shall be implemented in accordance with the rules and regulations of the provider.

(2) This provision shall apply to employees who work on a daily regular basis no fewer than four (4) hours per day.

**Section D Optical Plan**

The Board shall provide to employees who apply a group optical plan. Should the cost of the coverage exceed \$50.00 per employee per year the employee shall pay the increased cost. The Board and the Union shall jointly determine the specifications of such coverage.

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**Section E Vacation**

(1) After one (1) year of service completed by October 1, employees shall be provided with vacation pay according to their hourly rate of pay and the number of hours scheduled to work at this rate, as established by the Supervisor Food Service on October 1.

(2) Employees shall receive the following vacation with pay:

(2.1) 1-2 years of seniority -- (5 days)

(2.2) 3-4 years of seniority -- (6 days)

(2.3) 5-6 years of seniority -- (7 days)

(2.4) 7-14 years of seniority -- (8 days)

(2.5) 15 and over years of seniority -- (9 days)

(3) Normally, vacations shall be taken when school is not in session. A special vacation request shall be granted by the manager of the Food Service Program when the employee is senior to others requesting the same date and when the work load is such that an employee's absence will not work an undue hardship with the District.

(4) Payment for vacation days shall be made in one (1) lump sum during the last pay period in December of each year.

(5) An employee who resigns with two (2) weeks' notice or is discharged prior to December 15 shall receive vacation pay prior to resignation or discharge in accordance with the schedule in item 2 of this Section, prorated on the number of days earned through the end of the previous fiscal year.

(6) Vacation days shall not be accumulative.

**Section F Holidays**

New Year's Day, the last day of first semester, Good Friday, Easter Monday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24, Christmas, and December 31 are holidays without loss of pay, provided an employee works the last scheduled work day prior to the holiday and the first scheduled work day after the holiday. (For the 1983-84 school year, Food service employees will be paid for the last day of the first semester upon ratification of

## Master Agreement: Food Service Employees 1985-88

the master agreement, provided ratification is prior to 30 June 1984.) If a holiday falls on Saturday, the full day of Friday immediately prior to the holiday, shall be a holiday, providing school is not in session.

(2) If an employee were to lose the last day of the first semester as a holiday because their work site is scheduled to work, the employee shall be given a day off in lieu of the holiday on a day determined by the Board. All employees may not receive the same day but shall be scheduled based on the District's needs.

## Section G Schooling Credits

(1) Food Service employees shall be paid sixty dollars (\$60.00) for the successful completion of one hundred twenty (120) clock hours of classes by June 30, 1983. This payment shall be made in one (1) lump sum at the end of each year as long as these employees are members of the bargaining unit.

(2) During each fiscal year, the Board shall establish staff one (1) staff development session for Food Service employees. A session is defined as an six (6) hour non-work day. Attendance at this session will be encouraged, but not required. Food Service employees who participate shall be paid at the rate of four dollars and twenty-five cents (\$4.25) per hour. The plans for staff development sessions shall be developed jointly by the Union and the Board.

## Section H Meal Policy

The employee shall be provided a standard adult meal as served in the cafeteria on that day at no cost. The meal shall be consumed during the employee's designated lunch period.

## Section I Uniform Allowance

(1) Employees who have completed the probationary period prior to October 1 shall be entitled to purchase uniforms at the expense of the Board on the following basis:

	1985-86	1986-87	1987-88
(1.1) 3 hour position	\$77.00	\$ 87.00	\$ 92.00
(1.2) 4 or 5 hour position	90.00	100.00	105.00
(1.3) 6 or more hours	103.00	113.00	118.00

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(2) The above schedule shall be applied to the first full pay of September, on the basis of the employee's regular hours, not to include any extra hour(s) assignment in effect at that time.

(3) The Board and the Union recognize with a uniform allowance the need for neatness, uniformity of dress, and compliance with health and safety standards, the following policies shall be adhered to:

(3.1) Uniforms may be shirts and trousers, dresses or pantsuits, with sleeves, in white or pastel colors. Uniforms must be clean and not in need of repair.

(3.2) Under garments may be white or pastel colors and should not be a darker color than the uniform under which they are worn.

(3.3) Shoes should be white, low-heeled, have enclosed leatherlike upper vamp, and composition or cushion soles. Shoes should be clean and not in need of repair.

(3.4) Hair restraints as required by the Health Department shall be hair nets per Board Policy. The Board shall provide hair nets for employees.

(3.5) Any other health and safety standards as determined by the District shall be observed.

(3.6) Uniforms shall be purchased in a uniform department.

(3.7) Sample uniforms are on display in the supervisor of the Food Service Program office and should be viewed prior to purchase of uniforms.

#### Section J Higher Classification Rate

(1) Employees who serve temporarily in higher classification for one (1) or more hours as Cafeteria Managers shall be paid the following additional amount above their normal hourly rate:

(1.1) Elementary -- \$.30

(1.2) Secondary -- \$.43

(1.3) Central High Commissary -- \$.52

## Master Agreement: Food Service Employees 1985-88

(2) Helpers who serve temporarily as cooks or bakers shall be paid the following additional amount above their normal hourly rate:

(2.1) Elementary -- \$.30

(2.2) Secondary -- \$.43

(2.3) Central High Commissary -- \$.52

(3) Employees who serve temporarily in higher classification shall be determined in each building at the beginning of each year. Overall seniority shall be used to determine seniority in each building. Cooks and bakers shall have priority in serving for Managers according to seniority. Helpers who assist cooks or bakers shall serve for that cook or baker regardless of seniority.

**Section K Overtime Pay**

(1) Overtime shall be paid after eight (8) continuous hours of work at a rate of 150% of regular time.

(2) An employee called to work for a special event on a day when school is not session shall be paid at the rate of overtime stated in Item 1 of this Section. Special events shall be defined as any activities other than regularly scheduled food service for students which include food service for breakfast, lunch, and Headstart; and the preparation and clean-up pertaining to these services and educational workshops which also relate to these same services.

(3) After the completion of the normal work day, an employee called back to work during some afternoon or evening event shall be paid at the overtime rate.

(4) An employee called to work at an event at a time other than normal hours shall be paid a minimum of three (3) hours at the overtime rate.

(5) Extra time and overtime work shall be distributed equally to employees working in the same classification in the same cafeteria. A continuous record of the extra time and overtime hours charged to each employee shall be posted on the bulletin board monthly. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of extra hours or overtime hours at that time. If this employee does not accept

## Master Agreement: Food Service Employees 1985-88

the assignment, the employee shall be charged for the extra time or overtime involved and the employee with the next higher number of extra time or overtime hours shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the extra time or overtime work.

(6) Overtime work shall be voluntary except in emergencies. There shall be no discrimination against an employee who declines to work overtime.

(7) Employees in the building shall not be sent home involuntarily while a substitute is retained in the building to work in any classification.

(8) Cafeteria facilities shall be used by groups not affiliated with the District only by permission of the manager of the Food Service Program. The manager shall determine the necessary work force.

**Section L Retirement Pay**

An employee who retires and who qualifies for retirement benefits under the State Retirement Plan, or an employee who does not qualify under the State Retirement Plan but has a minimum of ten (10) years service at age 65, shall receive pay at the current rate at the time of retirement for one-half (1/2) of the number of sick leave hours the employee has accumulated, amount of pay not to exceed thirty (30) days. Presentation to the Personnel Department of the retirement card, indicating retirement number issued by the Retirement Board to the retiree, shall be sufficient to receive retirement pay.

**Section N Cost of Living**

(1) Each employee covered by this Agreement shall receive a semi-annual cost of living adjustment as herein provided.

(2) The documentation to be used in determining this adjustment shall be the Consumers Price Index as published by the Bureau of Labor Statistics for the Detroit area for urban wage earners and clerical workers with the base of 1967=100.

(3) The cost of living adjustments shall be made as follows:

(3.1) Adjustment Number One (1) shall be made effective at the end of the first payroll ending

## Master Agreement: Food Service Employees 1985-88

date in January, 1981, and shall be in force through June 30, 1981. The amount of adjustment shall be \$.01/hour for each .4 rise of one (1) index point in the C.P.I. for the period of July, 1980, through December, 1980. The method of computation is noted in Item 6.1 of this Section.

(3.2) Adjustment Number Two (2) shall be made effective at the end of the first payroll period ending date in July, 1981, and shall be in force through the last payroll period ending date in December, 1981. The amount of adjustment shall be \$.01/hour for each .4 rise of one (1) index point in the C.P.I. for the period of January, 1981, through June, 1981. The method of computation is noted in Item 6.2 of this Section.

(3.3) Adjustment Number Three (3) shall be made effective at the end of the first payroll period ending date in January, 1982, and shall be in force through June 30, 1982. The amount of adjustment shall be \$.01/hour for each .4 rise of one (1) index point in the C.P.I. for the period of July, 1981 through December, 1981. The method of computation is noted in Item 6.3 of this Section.

(3.4) Adjustment Number Four (4) shall be made effective at the end of the first payroll period ending date in July, 1982, and shall be in force through the last payroll period ending date in December, 1982. The amount of adjustment shall be \$.01/hour for each .4 rise of one (1) index point in the C.P.I. for the period of January, 1982. The method of computation is noted in Item 6.3 of this Section.

(3.5) Adjustment Number Five (5) shall be made effective at the end of the first payroll period ending date in January, 1983, and shall be in force through June 30, 1983. The amount of adjustment shall be \$.01/hour for each .4 rise of one (1) index point in the C.P.I. for the period of July, 1982, through December, 1982. The method of computation is noted in Item 6.3 of this Section.

(4) The maximum adjustment to be made for each of Items 3.1, 3.2 and 3.3 of this Section shall be eight (8) cents per hour and fractions of a cent shall be dropped. The maximum adjustment to be made for each of Items 3.4 and 3.5 of this Section shall be ten (10)

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cents per hour and fractions of a cent shall be dropped.

(5) The amount of any cost of living adjustments shall be included in computing overtime premiums, vacation payments, and sick leave pay.

(6) Inasmuch as the BLS monthly report of the Consumer Price Index is four (4) to six (6) weeks behind, the following method shall be used in computing each of the adjustments:

(6.1) The difference of the C.P.I. from July, 1980, through December, 1980, shall be computed by using the actual difference between July, 1980, and November, 1980, and using the average difference of this five (5) month period to establish the figure for the month of December, 1980. The total of these two (2) items shall be the basis of Adjustment Number One (1) in January, 1981.

Example: July, 1980	C.P.I. =	247.4
November, 1980	C.P.I. =	250.1
	Difference	<u>2.7</u>
Average difference (2.7 - 5)		<u>.5</u>
TOTAL (July, 1980 - December, 1980)		3.2

Difference:  $3.2 - .4 = \$0.08$  adjustment.

(6.2) The difference of the C.P.I. from January, 1981, through June, 1981, shall be computed by using the actual difference between January, 1981, and May, 1981, and using the average difference of this five (5) month period to establish the figure for the month of June, 1981. The total of these two (2) in July, 1981.

Example: January, 1981	C.P.I. =	254.2
May, 1981	C.P.I. =	256.9
	Difference	<u>2.7</u>
Average difference (2.7 - 5)		<u>.5</u>
TOTAL (January, 1981 - June, 1981)		3.2

Difference:  $3.2 - .4 = \$0.8$  adjustment.

(6.3) The computation of Adjustments Three (3), Four (4), and Five (5) shall be made similarly to Items 6.1 and 6.2 of this Section.

(7) The economic adjustment in this section shall not

## Master Agreement: Food Service Employees 1985-88

be in force during the term of this Agreement.

## ARTICLE XII WAGE SCHEDULE

(1) The wage schedule to take effect July 1, 1985, and to cover the period of employment through June 30, 1986 shall be as follows:

Classification	Years Experience						
	0	1	2	3	4	5	6
Elementary School Helper	\$4.59	\$4.72	\$4.81	\$4.89	\$5.02	\$5.13	\$5.28
Cook/Baker	4.90	5.02	5.10	5.20	5.34	5.44	5.60
Secondary School Helper	4.59	4.72	4.81	4.89	5.02	5.13	5.28
Cook/Baker	5.12	5.20	5.33	5.42	5.54	5.64	5.79
Central Commissary Helper (PCH)	4.59	4.72	4.81	4.89	5.02	5.13	5.28
Cook/Baker	5.17	5.30	5.40	5.52	5.63	5.79	5.92

(2) The wage schedule to take effect July 1, 1986, and to cover the period of employment through June 30, 1987, shall be as follows:

Classification	Years Experience						
	0	1	2	3	4	5	6
Elementary School Helper	\$4.87	\$5.00	\$5.10	\$5.18	\$5.32	\$5.44	\$5.60
Cook/Baker	5.19	5.32	5.41	5.51	5.66	5.77	5.94
Secondary School Helper	4.87	5.00	5.10	5.18	5.32	5.44	5.60
Cook/Baker	5.43	5.51	5.65	5.75	5.87	5.98	6.14
Central Commissary Helper (PCH)	4.87	5.00	5.10	5.18	5.32	5.44	5.60
Cook/Baker	5.48	5.62	5.72	5.85	5.97	6.14	6.28

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(3) The wage schedule to take effect July 1, 1987, and to cover the period of employment through June 30, 1988, shall be as follows:

Classification	Years Experience						
	0	1	2	3	4	5	6
Elementary School Helper	\$5.16	5.30	5.41	5.49	5.64	5.77	5.94
Cook/Baker	5.50	5.64	5.73	5.84	6.01	6.12	6.30
Secondary School Helper	5.16	5.30	5.41	5.49	5.64	5.77	5.94
Cook/Baker	5.76	5.84	5.99	6.10	6.22	6.34	6.51
Central Commissary Helper (PCH)	5.16	5.30	5.73	5.84	6.01	6.12	6.30
Cook/Baker	5.81	5.96	6.06	6.20	6.33	6.51	6.66

(4) The Whitmer Human Resources Center shall be considered as a "Secondary School" for the purposes of wage schedule implementation.

(5) An employee working as a satellite group leader at an elementary school shall be paid an additional fifteen (15) cents per hour for functions and responsibilities.

(6) Longevity shall be applied to the maximum step (Step 6) of each wage schedule for each employee as follows:

	1985-86	1986-87	1987-88	
	-----	-----	-----	
Hired prior to: 10-1-75	10-1-76	10-1-77	--	\$.20 additional per hour
Hired prior to: 10-1-69	10-1-70	10-1-71	--	\$.25 additional per hour
Hired prior to: 10-1-65	10-1-66	10-1-67	--	\$.38 additional per hour

## ARTICLE XIV DURATION OF THE AGREEMENT

(1) This Agreement incorporates the entire understanding of the Union and the Board in respect to

wages, hours of employment, or other conditions of employment which have been the subject of negotiation. During the term of this Agreement neither party shall be required to change any matter in this Agreement.

(2) This Agreement shall continue in full force and effect through June 30, 1988.

(2.1) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination.

(2.2) If either party desires to modify this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments(s) desired.

(2.3) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail.

(3) This Agreement shall become effective December 19, 1985.

BOARD OF EDUCATION

Date April 24, 1986

By Norman J. Kurbland  
President

By [Signature]  
Secretary

LOCAL 719, AFSCME (AFL-CIO)

Date April 24, 1986

By [Signature]  
President

By Paula Young  
Secretary

