

June 30, 1976

AGREEMENT BETWEEN

THE BAY CITY BOARD OF EDUCATION

and

THE BAY CITY FOOD SERVICE ASSOCIATION

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MASTER AGREEMENT

This Agreement entered into this tenth day of January, 1974, to be effective as of this date as set forth in Article XVIII 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 Association, hereafter called the "Association".

WITNESSETH

Whereas, the Board has a statutory obligation pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, of the Acts of Michigan for 1965, to bargain with the Association as the representative of its cafeteria 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

A. The Board hereby recognizes the Association 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 cafeteria employees including cafeteria managers, meat cooks, pastry cooks, general cooks, cashiers, new employees, substitutes and helpers, but excluding 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 Association in the bargaining or negotiating unit as above defined; and references to female employees shall include male employees.

B. The Board agrees not to negotiate with any organization representing cafeteria employees other than the Association for the duration of this Agreement.

Nothing contained herein shall be construed to prevent any individual employee from representing a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment if requested by the employee.

C. Nothing contained herein shall be construed to deny or restrict to any employee rights he 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 Association

A. 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 Association 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 enjoyment 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 by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. 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.

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

D. The Board agrees to furnish to the Association, 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 Association in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Association to process any grievance or complaint.

E. 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 Association, nor subject to any proceeding under the grievance procedure.

ARTICLE III

Rights of the Board of Education

A. 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 by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then 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.

ARTICLE IV

Dues or Fees and Payroll Deductions

A. Any employee covered by this Agreement who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Said authorization shall remain in effect from year to year unless revoked in writing.

B. Any employee covered by this Agreement who is not a member of the Association, or who does not make application for membership within thirty (30) days of the commencement of her employment, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association. The employee may authorize payroll deduction for such fee in the same manner as provided in Section "A" of this Article. In the event an employee shall not pay such fee directly to the Association or authorize payment through payroll deduction as provided in this Article, the Board shall upon written notice by the Association cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association the dues and fees deducted. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

D. 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 Profession dues, United Fund, insurance programs, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V

Compensation

A. The salaries of employees covered by this Agreement are set forth in Schedule "A" which is attached to, and incorporated in, this Agreement. The yearly salary is based upon eight (8) hours per day for one hundred eighty (180) days.

B. When an employee is assigned to a regular position, exclusive of part-time work, the Director of Cafeteria shall make the assignment by a certificate in writing; designating the following:

The position filled; number of hours worked per day on a five (5) day work week, based on the rate of participation. Hours may be reduced but not below three (3) hours per day.

The certificate of assignment shall be signed by the Director of Cafeteria and one copy sent to the Secretary of the Association. This written assignment shall be determinative of the job classification and the number of hours per day the employee is regularly expected to work for all matters of compensation. Substitutes need not

be assigned their positions in writing.

C. (1) Paid legal holidays shall be: Labor Day, Thanksgiving Recess, Christmas Day, New Year's Day, Good Friday and Memorial Day.

(2) All employees, except substitutes, shall be paid their regular daily wages for the aforementioned legal holidays, the number of hours for each employee being determined by the actual number of hours worked per day, and the wages per hour shall be determined by the Salary Schedule.

(3) All Cafeteria Managers shall have ten (10) working days with pay according to the School Calendar.

Employees receiving pay in the form of vacation time during the work-week in which the holiday falls, shall receive pay for such holiday. Employees working during these vacation weeks will receive their regular pay in addition to their vacation pay.

(4) All regular cafeteria employees not covered in three (3) above shall have five (5) days after one semester or ninety (90) days worked. They shall have ten (10) days after two semesters or one hundred eighty (180) days worked. These days shall be pro-rated when necessary to have vacation days match the school year.

D. An employee participating in any mandatory formal professional grievance negotiation, including arbitration, shall be released from regular duties without loss of wages.

E. As new positions, which fall within the scope of the bargaining unit are created, duties, qualifications and salaries for such positions shall be negotiable.

F. Four (4) delegates selected by the Association and approved by the Labor Relations Administrator shall be released from duties without loss of pay to attend the State meetings of the Association. Expenses of the delegates shall be paid from cafeteria reserve funds. The delegates shall make a report to the Association and the Director of the Cafeterias.

G. One (1) delegate selected by the Association and approved by the Labor Relations Administrator shall be released from duties without loss of pay to attend the national meeting of the Association. Expense of the delegate shall be paid from cafeteria reserve funds. The delegate shall make a report to the Association and the Cafeteria Director.

H. Pay day shall be bi-weekly. The amount shall be determined by taking the yearly salary plus responsibility pay, longevity pay, holiday pay, vacation pay and uniform allowance and dividing by twenty-one.

I. Work before and after the regular school year shall be at the hourly rate established in Schedule "A".

J. There shall be a one hundred dollar (\$100.00) yearly uniform allowance.

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

L. Employees transferring to another bargaining unit in the Bay City Schools shall have their seniority frozen but shall retain their longevity date.

ARTICLE VI

Job Classification

A. General Classification for School Food Service Employees:

- (1) Possess the physical health needed to do the job and secure examination as required by law.
- (2) Good personal appearance and cleanliness.
- (3) A personality which reflects the ability to get along with other people.
- (4) An apparent interest in the position offered.
- (5) The ability to read, write and comprehend simple directions.
- (6) Evidence of initiative, ingenuity, loyalty, and willingness to cooperate.

B. Employee Duties:

(1) High School Manager

- a. Make work assignments and assure their completion.
- b. Carry out recommended health and safety procedures as set forth by the Director of Cafeterias.
- c. Maintain required records, including personnel evaluation, work schedules, food supplies, costs, etc.
- d. Maintain requirements of type "A" lunch pattern and other types of school food service as outlined by the Director.
- e. Maintain use of standardized recipes and methods of quantity food preparation which retain nutritive values.
- f. Carry out in-service training.
- g. Programs---Assume your share of food preparation and serving as your school warrants.

(2) Elementary and Intermediate Managers

- a. Make work assignments and assure their completion.
- b. Carry out recommended health and safety procedures as set forth by the Director of Cafeterias.
- c. Maintain required records, including personnel evaluation, work schedules, food supplies, costs, etc.
- d. Maintain requirements of type "A" lunch pattern and other types of school food service as outlined by Director.
- e. Maintain use of standardized recipes and methods of quantity food preparation which retain nutritive values.
- f. Carry out in-service training.
- g. Programs --- assume your share of food preparation and serving as your school warrents.

- h. Assume duties of meat and pastry cook in schools serving, on the average, less than 275.
- i. Assume duties of either the meat or pastry cook in schools serving, on the average, above 275.

(3) Meat Cook

- a. Be responsible for the production of all hot foods such as soups, meats, gravies, vegetables.
- b. Be responsible for the care and storage of left over foods.
- c. Keep records of quantities of food prepared, left over and used.
- d. Supervise helpers assigned to her whenever necessary.
- e. Be responsible for the cleaning of her units.
- f. Any other duty assigned by Manager.

(4) Pastry Cook

- a. Be responsible for the production of all desserts and hot breads.
- b. Be responsible for the care and storage of leftover foods.
- c. Keep records of quantities of food prepared, left over and used.
- d. Supervise helpers assigned to her whenever necessary.
- e. Be responsible for the cleaning of her units.
- f. Any other duty assigned by Manager.

(5) General Cooks

- a. Assume the duties of either a meat or pastry cook.
- b. Any other duties as assigned by Manager.

(6) Helpers

- a. Assist cooks in preparation of foods.
- b. Assist cooks in serving of foods.
- c. Assist cooks in cleaning of cooking and serving areas.
- d. Any other duties as assigned by Manager.

(7) Cashier

- a. The Cafeteria Manager, after consultation with Director of Cafeteria, may assign any employee to the duties of cashier for the time required.

(8) Regular Employee

- a. A regular employee is one who has satisfactorily completed her probationary period in an assigned daily position.

(9) New Employees

- a. New employees shall be known as probationary employees and shall serve a ninety (90) working day probationary period during which time they are subject to transfer or release without assignment for cause. New employees hired prior to February 1, will be eligible for a salary increase the following September.

(10) Substitutes

- a. Substitutes are employees working on a day-to-day basis to fill temporary vacancies due to illness, etc. and those employees not working a full week on a regular basis. They shall receive no fringe benefits, including vacation or holiday pay. Substitutes shall serve a probationary period. Substitutes shall be called to fill daily vacancies on a seniority basis, if feasible. Substitutes are to notify the Director of Cafeterias at the beginning of each year or when they are hired, of schools that they consider too far from their home for them to be considered for employment at that school. Substitutes shall be notified of job openings within the unit and shall be allowed to bid on the jobs with other members of the unit. Substitutes will be listed with and called by the Director of Cafeterias. Substitutes will be paid according to the salary schedule. Retired employees

working as substitutes shall be paid the maximum rate for the classification in which they are working.

C. Placement of Jobs:

(1) High Schools

a. One Manager, one Meat Cook, one Pastry Cook, and Helpers.

(2) Elementary and Intermediate Schools

a. Above 275 meals on the average.

1. One Manager, one General Cook and Helpers.

b. Above 130 meals on the average.

1. One Manager and Helper or Helpers.

c. Up to 130 meals.

1. One Manager

ARTICLE VII

Hours of Work

A. The normal work week for Cafeteria employees shall not exceed forty (40) hours per week based on five (5) days of eight (8) hours per day. Time and one-half shall be paid for overtime beyond eight (8) hours per day or forty (40) hours per week, whichever is greater, but not both. The provision for time and one-half over eight (8) hours in any one (1) day shall not be applicable in any week where the particular employee is absent by reason of an unexcused or unexplained absence. The regular number of hours for any employee, except substitutes shall be determined by the certificate issued by the Director of Cafeterias when that employee is assigned to a regular position. See Article V-B.

B. When school is closed because of inclement weather, employees (of the Cafeteria) shall be paid their regular wages for the day. After consulting with the Director of Cafeterias, employees will be paid their regular hourly rate for time necessary to take care of any food that may spoil.

ARTICLE VIII

Seniority - Vacancies - Layoffs

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

(1) New employees (not substitutes) will be probationary employees until they have been employed and have worked ninety (90) working days. Probationary period will start on the date the employee starts work. Following completion of the probationary period, these employees will be entered on the seniority list and shall accumulate seniority from the first date of hire. Not more than six (6) working days' absence for any reason shall be credited for the purpose of computing the probationary period referred to above.

(2) Substitutes will serve a probationary period which will start on the date employee starts work and end upon working thirty (30) days. Following completion of the probationary period, these employees will be entered on the substitute seniority list and shall accumulate seniority from the date entered on the list.

(3) All cafeteria vacancies regardless of the number of hours per day shall be posted and publicized to all employees. No vacancy shall be filled, except in an emergency, until the vacancy has been posted five (5) working days. Any employee, including substitutes, may apply for any vacancy for which she feels she is qualified.

(4) When filling vacancies or making promotions, the Board of Education will promote the oldest employee in seniority, providing application is made for same by qualified employee in writing within five days after all cafeteria employees have been notified in writing of the vacancy. The regular full-time employees' seniority list must be exhausted prior to going to the substitute seniority list. The

employee shall be given a thirty (30) working day trial to establish her competency and in the event the employee is not capable, she will be permitted to return to her old job with no loss of seniority. A second thirty (30) day trial period may be granted if requested by the Director of Cafeterias.

She may ask to be returned to her prior position within the trial period without loss of seniority.

In the event an employee cannot show her capabilities, or asks to be returned to her former position, all women changed as a result of this particular bid will be backed up from the position in question and the position filled from the original bid list.

When the notice of vacancy is posted advertising the opening, it will be pointed out that other vacancies will probably result when the advertised job is filled. All employees who are interested in the original or other resulting vacancies will state their interest in writing within the five day period.

The original and other vacancies will be filled on a seniority basis from the list of qualified employees manifesting interest.

(5) Seniority shall be lost for one of the following reasons only:

- (a) Employee quits.
- (b) Employee is discharged for just cause.
- (c) Laid off employee is not re-employed within fourteen (14) months.
- (d) Failure to report for work for three (3) consecutive days without, by the end of the third day notifying the Director of Cafeterias of a reasonable excuse for such absence, plans for re-turning, with excuse to be subject to later verification by the employee.

(6) Up-to-date seniority lists shall be posted on the bulletin boards of the school system one (1) week before the end of the school year, and thirty (30)

days after Labor Day of each year. One list shall be for regular full-time employees and one list for substitutes.

(7) When there are layoffs in any classification for any reason, the following procedure shall 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 the employee to be displaced, in a lower classification, may do so at the current rate for the job thus vacant.
- (c) When an employee, other than a probationary employee is laid off for an indefinite period, he will be given a fifteen (15) working day notice of such layoff. If he is laid off less than fifteen (15) working days after such notice has been given, he will be paid at the usual rate for that part of the fifteen (15) days which he has not worked.
- (d) Laid off employees shall be placed at the top of the substitute seniority list according to their regular seniority.
- (e) When there is a recall in working forces, after a layoff, the regular full-time employees' seniority list shall be exhausted before going to the substitute list. Employees still laid off shall be first offered employment in order of their seniority if they are willing to do the work available at the prevailing rate of such work.

ARTICLE IX

Transfers

A. Experienced employees may be transferred on a temporary basis to cover absenteeism where specific skills are required after consultation with the Manager.

B. When there is a shortage of women in one classification or school, and a surplus in another, women from the classification or school having a surplus will be transferred to the assignment where the shortage exists. The Board of Education, in transferring to the assignment where the shortage exists, will have the right to select such women upon their ability and fitness to perform the work. All such transfer will be temporary.

C. Permanent involuntary transfers will be made only under extreme circumstances and then after consultation with the Association.

D. An employee transferring from another unit in the Bay City School District to the Food Service Unit shall be placed at the bottom of the Seniority List but shall retain the years of service in the Bay City School District.

ARTICLE X

Retirement

The compulsory retirement age for employees of the Bay City School District shall be sixty-five (65). Any employee that will reach the sixty-fifth birthday prior to the effective date of her contract shall not be permitted to sign a contract for the next year.

ARTICLE XI

Sick Leave and Sick Leave Bank

A. 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 in the immediate family, except as described in Emergency Leave.

B. The amount of sick leave accumulated at the rate of eight (8) days per semester shall be ninety-six (96) days. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the Director of Cafeterias,

C. If there is a question of doubt regarding the illness of an employee, the Superintendent or his designee may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed.

An employee may be required to submit to a medical examination and be released by a designated Board of Education physician before being permitted to return to work.

D. Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness and the difference shall be charged against sick leave. The employee shall receive his full salary from the Board and salary benefits received from the Workmen's Compensation insurance company are to be endorsed to the School District as long as sick leave benefits are received.

E. This sick leave plan applies to all employees of the Bay City Public Schools who are employed on a contractual basis. To afford the maximum protection against a prolonged illness, the following sick leave bank shall be established for all employees of the District, and each employee covered by this Agreement shall participate as follows:

(1) On September 6, 1966, each employee contributed one (1) day of his sick leave to the bank. The Board of Education, in order to establish the bank in the school year 1966-67, donated to the bank 400 sick leave days. New employees

shall contribute one sick leave day to the bank from their first sick leave allowance.

(2) When the sick leave bank falls below 750 days, the Board shall assess each employee one (1) day of his sick leave.

(3) Additions to the bank may be made as required at the beginning of each semester according to the above limitations.

(4) Upon depletion of a member's own accumulated sick leave, he must wait an additional fifteen (15) calendar days before drawing from the bank. School days in the fifteen-day waiting period shall be paid retroactively when a grant has been authorized by the Appeal Board.

(5) Any employee on sick leave may apply to participate in the sick leave bank by filing an application in the Superintendent's office.

(6) A maximum of 180 days may be granted per appeal from the bank.

(7) Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.

(8) Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

(9) If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two doctors of the Appeal Board's choosing to determine if the illness is valid.

(10) The Appeal Board may grant or suspend sick days from the bank. Their judgments and/or decisions will be final.

(11) The Sick Leave Appeal Board shall consist of the four elected officers and chairman of the appropriate committee of the Bay City Education Association, the presidents of the non-teaching associations and the Superintendent or his designated representative.

(12) No employee will be credited with sick leave allowance while drawing

from his own accumulated sick leave or the sick leave bank until he has reported back to work.

(13) An annual report of the sick leave bank will be published in the Superintendent's Newsletter, including a statement of the number of days granted from the bank, the number of days remaining in the bank, and the cost of the days granted.

ARTICLE XII

Leave of Absence

A. Any employee whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for such time as it is necessary for complete recovery from such illness. Upon return from leave, an employee shall be assigned to - if available - the same position or a substantially equivalent position.

B. Leaves of absence with pay chargeable against sick leave allowance shall be granted annually for the following reasons:

(1) A maximum of five (5) days for critical illness in the immediate family living in the same household.

(2) One (1) day for the conduct of personal affairs which cannot normally be handled outside school hours. A personal leave day cannot be used the day before or the day after a holiday or vacation period, the first or the last day of the school term, or the first day of a hunting or fishing season, except with justification in writing to the Labor Relations Administrator. The Labor Relations Administrator's decision on the justification will be final. Extra days may be granted by the Labor Relations Administrator.

C. Leaves of absences with pay not chargeable against sick leave allowance shall be granted for the following reasons:

(1) A maximum of three (3) days for a death in the immediate family; spouse, father, mother, father-in-law, mother-in-law, children, grandchildren and grandparents. Additional time may be granted at the discretion of the Superintendent or his designee.

(2) One (1) day for attendance at the funeral service of brother, sister, brother-in-law or sister-in-law, or person whose relationship to the employee warrants such attendance. Extension may be granted by the Superintendent or his designee.

(3) Absence when called for jury service.

(4) Court appearance as a witness in any case connected with the employee's employment or the school or whenever the employee is required to attend any proceeding.

(5) One (1) day to take the selective service physical examination.

D. A maternity leave of one (1) year shall be granted without pay. Extension shall be granted for each of four (4) succeeding years upon application in writing prior to April 1. An employee having been granted maternity leave must apply for re-employment on or before April 1, prior to the school term if re-employment is desired. An employee adopting a child may receive similar leave which shall commence upon 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 next step of the salary schedule from which she went on leave.

E. Leave of absence shall be granted up to two (2) years to any employee who enlists in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District and shall be given the benefits of any increments which would have been credited to her had she remained in active service

with the school system, provided, however, that such employee shall make application for re-employment within ninety (90) days after discharge from the Peace Corps.

F. 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.

G. 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 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 unless it has been renewed for a specific period with the approval of the Superintendent of Schools.

It is recognized that an employee has the right to serve in, or be elected to, public office less than full time. However, such service shall not be permitted to interfere with the employee's service to be rendered the School District.

H. When an employee returns to work following a leave of absence duly granted for any reason, the School Board may require such employee to submit to a physical examination, at its expense, to make certain such employee is able to return to work.

I. Leave without pay may be granted for personal reasons with the approval of the Director of Cafeterias and the Labor Relations Administrator for a limited period, i. e., thirty (30) working days, and the position filled by a substitute,

J. Leave for personal reasons shall not be granted for extended periods. An employee leaving for personal reasons for an extended period shall be considered for re-employment for any job for which she is qualified upon written application filed with the Director of Cafeterias. Said employee shall return to the same position on the seniority list. An employee taking a second extended personal leave in the same year shall lose her seniority and be placed at the bottom of the seniority list.

ARTICLE XIII

Terminal Pay

- A. One day's pay shall be granted for each day of accumulated sick leave not to exceed \$1,000.00 upon retirement of an employee at or after the age of 50 with 10 years of service, or at the compulsory retirement age.
- B. In addition to the above, the School District shall pay \$50.00 per year for each year of service in this School District after fifteen years, but not to exceed \$500.00.

ARTICLE XIV

Insurance Protection

Pursuant to the authority set forth in Section 617, of the School Code of 1965, as amended, the Board agrees to furnish to all employees covered by this agreement the following insurance protection.

- A. The Board shall provide, through the Employers Trust Program, an amount of \$5,000.00 in group term life insurance plus \$5,000.00 AD & D for each employee in the bargaining unit.
- B. All regular employees in the bargaining unit shall receive hospitalization insurance (Blue Shield Certificate MVF-1 with Riders "CB-2", "DC", and "SD").

Semi-Private Comprehensive Blue Cross Certificate with Riders "DCCR", "COB-2" and "SA", Master Medical Option 4 Master Medical - 65 with Riders "BC-65-2" and "BS-65-1", or MESSA Super Med, employee or full family) based upon the time worked during the year. All employees new to the bargaining unit employed after September 1, 1971, working less than a 6 hour day shall receive an insurance allowance proportional to the time worked. (i. e. 3 hour day will receive 50% of hospitalization cost with remainder deducted from the pay check). All regular employees of the bargaining unit employed prior to September 1, 1971, shall receive full hospitalization insurance. There shall be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully paid hospitalization insurance, Blue Cross MVP-1 or MESSA Super Med, this section becomes void. Those employees not taking health insurance through the school on their own right, may apply the equivalent of an individual employee's MESSA's single subscriber premium toward any of the other MESSA's options on a pro-rated basis as above.

C. If an employee is absent from work because of a compensable injury and has exhausted his sick leave benefits, including sick leave bank, the School District shall continue to pay amounts designated in Section A and B for the duration of Workmen's Compensation benefits.

ARTICLE XV

Grievance Procedure

1. Definitions

(a) 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 established policy or 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.

(b) The term "employee" shall include any individual or group of individuals within the Association covered by these policies.

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

(d) The term "Days" shall mean duty days, except where otherwise indicated.

2. 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 any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of these procedures and that the Association has been given opportunity to be present at such adjustment.

3. Informal Procedure

Informal procedures are those procedures used at the local level to identify, clarify, and resolve individual member's grievances. Suggested contacts for the individual to use for discussing his grievance are: Cafeteria Manager, Building Principal, Cafeteria Director, and Labor Relations Administrator in that order. If the problem is not resolved at this level, the individual will then proceed to the formal procedure.

4. Formal Procedure

Level One: Any employee shall first discuss his alleged grievance with the Association Grievance Committee. If the committee concurs that a grievance exists, it shall be reduced to writing, setting forth the facts and alleged violation, signed by the employee and filed in the office of the Building Principal within thirty (30) days of the alleged infraction.

If a grievance is not found to exist, the grievant may file in the office of the Building Principal within thirty (30) days of the alleged infraction. The Building Principal must give his answer in writing within fifteen (15) days after receiving the written grievance.

Level Two: The Superintendent or his designee shall represent Administration at this level of the grievance procedure. Within twenty (20) days after receipt of the grievance by the Building Principal, the Superintendent or his designee shall meet with the aggrieved person in an effort to resolve it. The Superintendent or his designee shall make his decision known within five (5) days.

In the event that the employee or the Association is not satisfied with the disposition of his grievance at Level Two, he shall within five (5) days proceed to Level Three.

Level Three: If the decision of Level Two is not satisfactory to the employee or the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, she shall be selected from a panel of the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the Association 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.

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

ARTICLE XVI

Discipline

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

B. 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 advantage, asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure hereinafter set forth.

ARTICLE XVII

Strikes and Responsibilities

The Association agrees, on its own behalf that:

A. During the life of this Agreement, neither the Association 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 his 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.

B. If the Association disclaims in writing to the Board responsibility for any

activity prohibited hereby, it shall not be liable in any way therefor. 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.

C. 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 Association.

D. The Association recognizes that supervisory, administrative and executive officials are excluded from the bargaining unit herein. It is also recognized that it is the present policy of the Association to admit such persons to membership in the Association for professional purposes not connected with the collective bargaining and administration of this Agreement. The Association 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.

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

ARTICLE XVIII

Duration of Agreement

A. This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, except as herein otherwise provided, and shall become effective as of January 24, 1974, and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 1976, 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 this Agreement.

Wages provided for in Appendix "A" shall be retroactive to September 1, 1973. Wages and fringes shall be reopened for the school year 1975-76.

B. 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 the parties may be executed without ratification by the Board of Education and by the Association, 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 seals:

Date of signing January 24, 1974.

CAFETERIA EMPLOYEES ASSOCIATION

BY:

Pats Schwab
President

Jeannette Green

Doris Ferguson

Odile Frombley

John C. Fleming

BAY CITY BOARD OF EDUCATION

BY:

Lucy J. Muever
President

Lyle E. Ewing
Secretary of the Board

Albert Hoffman
Labor Relations Administrator

Burt
Business Manager

APPENDIX A
SALARY SCHEDULE - 1973-74 SCHOOL TERM

JULY 1, 1973

<u>Manager of High School</u>			<u>Manager of Grade School</u>			<u>Meat Cook & Pastry Cook in High School</u>		
<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>	<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>	<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>
0	\$ 3.26	\$4694	0	\$ 2.99	\$4306	0	\$ 2.75	\$3960
1	3.41	4910	1	3.05	4392	1	2.80	4032
2	3.55	5112	2	3.12	4493	2	2.86	4118

General Cooks

<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>
0	\$ 2.49	\$3586
1	2.58	3715
2	2.63	3787

New Employees, Helpers, & Substitutes

<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>
0	\$ 2.00	\$2880
1	2.10	3024
2	2.18	3139

JANUARY 1, 1974

<u>Manager of High School</u>			<u>Manager of Grade School</u>			<u>Meat Cook & Pastry Cook in High School</u>		
<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>	<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>	<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>
0	\$ 3.38	\$4867	0	\$ 3.11	\$4478	0	\$ 2.87	\$4133
1	3.53	5083	1	3.17	4565	1	2.92	4205
2	3.67	5285	2	3.24	4666	2	2.98	4291

General Cooks

<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>
0	\$ 2.61	\$3758
1	2.70	3888
2	2.75	3960

New Employees, Helpers, & Substitutes

<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>
0	\$ 2.12	\$3053
1	2.22	3197
2	2.30	3312

Responsibility Premium for Managers

\$12.50 per year for a maximum of twenty (20) years as a Manager for School Year 1973-74.

APPENDIX A

SALARY SCHEDULE - 1974-75 SCHOOL TERM

JULY 1, 1974

<u>Manager of High School</u>			<u>Manager of Grade School</u>			<u>Meat Cook & Pastry Cook in High School</u>		
<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>	<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>	<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>
0	\$ 3.50	\$5040	0	\$ 3.23	\$4651	0	\$ 2.99	\$4306
1	3.65	5256	1	3.29	4738	1	3.04	4378
2	3.79	5458	2	3.36	4838	2	3.10	4464

General Cooks

New Employees, Helpers, & Substitutes

<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>	<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>
0	\$ 2.73	\$3931	0	\$ 2.24	\$3226
1	2.82	4061	1	2.36	3398
2	2.87	4133	2	2.42	3485

JANUARY 1, 1975

<u>Manager of High School</u>			<u>Manager of Grade School</u>			<u>Meat Cook & Pastry Cook in High School</u>		
<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>	<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>	<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>
0	\$ 3.62	\$5213	0	\$ 3.35	\$4824	0	\$ 3.11	\$4478
1	3.77	5429	1	3.41	4910	1	3.16	4550
2	3.91	5630	2	3.48	5011	2	3.22	4637

General Cooks

New Employees, Helpers, & Substitutes

<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>	<u>Yrs. Exp.</u>	<u>Rate/Hr.</u>	<u>Yearly</u>
0	\$ 2.85	\$4104	0	\$ 2.36	\$3398
1	2.94	4234	1	2.48	3571
2	2.99	4306	2	2.54	3658

Responsibility Premium for Managers

\$25.00 per year for a maximum of twenty (20) years as a Manager for School Year 1974-75.

APPENDIX A (Contd.)

LONGEVITY SHALL BE PAID AS FOLLOWS:

1. Beginning the tenth (10) year of service, three percent (3%) of the classification of the employee.
2. Beginning the fifteenth (15) year of service, four percent (4%) of the classification of the employee.
3. Beginning the twentieth (20) year of service, five percent (5%) of the classification of the employee.

A regular employee substituting in a higher classification due to illness, etc. shall receive the minimum rate for the classification in which she is substituting.

(May be Revised Periodically)

Date _____

[illegible]

Maintains high standard in food preparation

Signature of Employer