

6/30/88

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND
LOCAL 1917 OF AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES' UNION (AFL-CIO)

(Cafeteria Managers)

1985-88

Pontiac School District

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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**MASTER AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND
EMPLOYEES' UNION (AFL-CIO)**

(Cafeteria Managers)

This Agreement is made and entered into this 5th day December, 1985, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "BOARD" and the Chapter of Local No. 1917, affiliated with Metropolitan Council No. 25 and chartered by American Federation of State, County and Municipal Employees, (AFL-CIO), hereinafter called the "UNION".

ARTICLE I PURPOSE AND INTENT

- Item 1 The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the Manager, 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 Managers.

- Item 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.

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

- Item 4 The provisions of this Agreement shall be applied equally to all Managers without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or handicap. The Union shall share equally with the Board the responsibility for applying this provision of the Agreement.

ARTICLE II RECOGNITION STATEMENT

The Board recognizes the Union as the exclusive bargaining representative "in respect to wages, hours of employment, or other conditions of employment" for all Cafeteria managers and excluding all other employees. Additional classifications which are established in a food service supervisory role during the term of the Agreement shall be subject to negotiation 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 efficient operation of the District as long as it does not conflict with the terms of the Agreement.

ARTICLE IV UNION AND EMPLOYEE RIGHTS

- Item 1 Bulletin Board space shall be provided in each cafeteria for the Union's use in posting notices pertinent to Union business. The Union shall have access to the inter-school mail system for distribution of notices to be posted. A copy of any notice shall be forwarded to the Board on request.
- Item 2 The Union shall be permitted to use school facilities for Union 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 Board.
- Item 3 The Union shall be granted release time not to 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, as it affects Managers. Requests for released time shall be submitted, in writing, and approved in advance by the Executive Director Employee Relations. Such written requests shall be submitted at least five (5) work days prior to the scheduled date(s) of release.
- Item 4 The Union shall be granted release 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 work hours. The bargaining committee of the Union shall not exceed five (5) Managers in the district. The Board shall rely on the Union to furnish the names of individuals who are to represent the Union in bargaining sessions.
- Item 5 Special conferences for important matters will be arranged between the Chapter Chairman and the Board or it's designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Board and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conferences

shall be confined to those included on the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The meeting may be attended by a representative of the Union, Council, and/or a representative of the International Union.

ARTICLE V UNION SECURITY

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

- Item 1 Managers covered by this Agreement at the time it becomes effective 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 (10th) day after the thirtieth (30th) day following their probationary period.
- Item 2 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 any employee covered in Items 1, 2, and 3 of this Article who is sixty (60) days in arrears in payment of membership dues or service fee.
- Item 3 Managers may have their monthly membership dues or service fee deducted from their earnings by signing an authorization for check off of dues or fee form or make payments directly to the Union treasurer. The Union will provide the Board with the signed authorization for check off of dues or fee form, which will state the amount of dues or service fee to be deducted.
- Item 4 The Union shall indemnify and save the Board, each individual Board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
- Item 5 A personnel officer shall make available to designated Union representatives information on: new Managers, with employment dates and assignment location; Manager terminations; and Managers who have exhausted their sick leave. Said information will be updated and issued to the Union as changes occur.

ARTICLE VI HOURS OF EMPLOYMENT

- Item 1 The Board shall determine the hours of employment for Managers. The total hours assigned each Manager, exclusive of a required thirty (30) minute lunch period, shall be determined by the needs of each individual school lunch program.
- Item 2 Managers 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 a Manager's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.
- Item 3 If it becomes necessary to reduce the normal work hours of Managers during the term of this Agreement, such reduction shall be discussed with the Union 10 work days prior to implementation.
- Item 4 Managers shall be offered 170 days of employment during each school year. Beginning with the 1986-87 school year, when managers are not scheduled to work in their regularly assigned buildings. They may be reassigned within their classification at the discretion of the Board.

ARTICLE VII OTHER CONDITIONS OF EMPLOYMENT

Section A Postings

- Item 1 Position openings shall be posted in the cafeterias seven (7) calendar days prior to the filling of the vacancy.
- Item 2 Postings shall include the names of Managers who were transferred and new Managers since the last posting. If the position posted is for less hours it shall be reviewed with the Union.
- Item 3 The Board shall determine the individual who shall be awarded the position. Matters such as qualifications, previous evaluations, disciplinary actions, Manager seniority, and needs of the posted vacancy, shall be considered in making the selection. Managers bidding and not awarded the position may request a meeting with the Personnel Officer to discuss the reasons for non-selection.
- Item 4 Applicants shall be advised of how the position is filled within fourteen (14) calendar days after the

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expiration of the posting period.

- Item 5 Vacancies shall be posted no later than ten (10) work days after an opening occurs except in extenuating circumstances beyond the Board's control.
- Item 6 Managers interested shall apply within the seven (7) calendar day posting period. A Manager bidding for the job must file the bid in writing with the Personnel Office. The Manager shall retain one (1) copy of the form and the Personnel Office shall retain the original.
- Item 7 The applicant shall fill the position as soon as possible and, normally within seven (7) calendar days after the conclusion of the posting period, unless extenuating circumstances exist.
- Item 8 Bid forms shall be available in the Personnel Office.

Section B Seniority

- Item 1 The first three (3) months of a Manager's employment shall be a probationary period. A probationary Manager shall have no seniority status in this classification and may be returned to the former classification any time during the probationary period if in the opinion of the Board the Manager is not suited to the needs of the particular position and this action is not subject to the grievance procedure.
- Item 2 A Manager continued in the position for more than three (3) months shall have seniority rights.
- Item 3 Date of employment seniority as a Manager shall be applied to layoffs, recalls, and rehiring when the Managers involved have attained similar levels of qualifications for a Manager's position.
- Item 4 Date of employment seniority shall not be interrupted by reason of layoffs, transfers, promotions, sick leaves, and certain Leaves of Absence authorized by the Board.
- Item 5 An employee's seniority shall terminate if he/she:
 - 5.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;
 - 5.2 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;

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5.3 Following a layoff for lack of work or funds, the employee fails or refuses to notify the Board of his/her intention to return to work within seven (7) calendar days after receipt of written notice of such recall, sent by certified mail to the employee's last address on record with the Board; or, having notified the Board of his/her intent to return, the employee fails to do so within fourteen (14) calendar days after such notice is received or upon the day established by the Board for the employee's return, whichever is later; proof of inability to deliver terminates the seniority of the employee on the date verification is received by the Board;

5.4 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;

5.5 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 becomes effective for Managers currently on the seniority list on the date of ratification of this Agreement.)

Item 6 Managers 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.

Item 7 The Board shall maintain a current seniority list of date of employment with the district and within the bargaining unit at all times and shall make this list available to the Union upon request.

Item 8 Managers not scheduled to work because of teacher conference days shall be allowed to work vacant positions in other schools in place of using substitutes for that day.

Section C Layoffs

Item 1 If it becomes necessary to reduce the number of Cafeteria Managers during the term of this Agreement the following procedures will be implemented:

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1.1 All probationary Managers shall be laid off first.

1.2 The necessary number of Managers with the least seniority shall then be laid off.

Item 2 Managers to be laid off shall be given at least ten (10) work days advance written notice of the layoff except when layoff is caused by circumstances beyond the Board's control. Copies of layoff notices shall be sent to the Union on the same date the notices are issued to Managers.

Item 3 In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Board, Managers immediately affected may be laid off without notice and regard for seniority for a period not to exceed one (1) week. This shall not affect the Manager's seniority.

Item 4 The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.

Section D Recall

Item 1 Laid off Managers shall be recalled in the reverse order of the layoff--the most senior employee shall be recalled to the first opening. 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 in writing of intention to return to work within fourteen (14) calendar days after notice is received; or, having notified the Board of intent to return, the employee fails to return within fourteen (14) calendar days after such notice of intent is given or upon the day established by the Board for the employee's return, whichever is later; proof of inability to deliver removes the employee from the recall list, effective on the date the Board receives verification.

Item 2 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 layoff or one (1) year, whichever is greater. (This item becomes effective for Managers currently on the recall list on the date of ratification of this Agreement.)

Section E Health Requirements

Item 1 Managers shall furnish annual or triannual proof of freedom from tuberculosis as determined by the County

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Health Department. This may be done by x-ray or skin test. In case free service is not available, Managers are to furnish proof at their own expense.

Item 2 In the event a partial disability could affect a Manager's ability to perform assigned responsibilities, the Board shall require the Manager to provide on a monthly basis a physician's certification that the Manager is able to perform assigned responsibilities. The Board may require the Manager to see a physician of its choice to verify ability to perform assigned responsibilities.

Section F Resignation

A Manager who wishes to resign shall give written notice to the Personnel Department at least fourteen calendar days prior to its effect. Failure of a Manager to follow this procedure shall result in the forfeit of any vacation or terminal pay provisions.

ARTICLE VIII GRIEVANCE PROCEDURE

Definition

A claim by a Manager or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be deemed a grievance.

Time Limits

The time limits specified hereinafter for movement of grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event the Board shall fail to supply the Union with its answer to the particular step within the time limit for exercising said appeal commencing with the expiration date of the Board's period for answering.

All time limits consist only of assigned work days of the grievant or grievants involved.

Each grievance shall be initiated within five (5) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within five (5) days of the first such knowledge by either aggrieved or the Union. However, the right to initiate a grievance on the basis of unawareness shall be limited to within fifteen (15) work days of the date of the alleged occurrence. Managers shall be considered to have knowledge of information appropriately published by the Board. Settlement of delayed grievances, as provided, shall not be

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retroactive to any date prior to the date of filing.

Step One

The aggrieved Manager or Managers may discuss the matter with the Supervisor of Food Services on an informal basis. In the event the matter is not resolved informally, a written grievance may be filed with the Supervisor of Food Services within five (5) days following the act or condition which is the basis of the grievance. The written grievance shall set forth a specific Article or paragraph of the Article allegedly violated, misinterpreted or misapplied, along with a statement of the relief sought, and signature of the aggrieved person and the Union Representative. Within five (5) days after receiving the grievance, the Supervisor of Food Service shall state the decision in writing, and shall forward a copy to the aggrieved party and to the Union.

Step Two

Within five (5) days after receiving the decision of the Supervisor of Food Services, the aggrieved party may appeal to the appropriate Personnel Director. The appeal shall be in writing and shall be accompanied by a copy of the original grievance, and the decision at Step One, if one was given. Within ten (10) days after receipt of the appeal, the appropriate Personnel Director shall commit a written decision to the aggrieved party and to the Union.

Step Three

If the Union is dissatisfied with the decision of the appropriate Personnel Director, the aggrieved party may appeal to the Executive Director of Employee Relations. The appeal shall be in writing and accompanied by a copy of the original grievance and the decision at Step Two, if one was given. Within ten (10) days after receipt of the appeal, the Executive Director of Employee Relations shall commit a written decision to the Union and the aggrieved party.

Step Four

If the Union is dissatisfied with the decision of the Executive Director of Employee Relations, the Union may within five (5) days request a meeting with the Union Bargaining Committee and the Board Bargaining Committee to consider fairly and in good faith any other method of settlement which might be mutually agreed upon. Within ten (10) days after receipt of the appeal, the Board Bargaining Committee shall commit a written decision to the aggrieved party and to the Union.

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Step Five

If the Union is dissatisfied with the decision of the Board Bargaining Committee, arbitration may be invoked by written notice to the Board of the intention to arbitrate, but within thirty (30) days from the date of the decision of the Board Bargaining Committee.

The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation or misapplication of specific and express provisions of this Agreement, the arbitrator shall have no authority in connection therewith. Arbitration shall be conducted under the auspices of the American Arbitration Association, and the conduct of said hearing shall be controlled by the rules of said Association.

The expenses of the arbitrator shall be paid one-half (1/2) by the Union and one-half (1/2) by the Board, and all other expenses shall be borne by the party incurring them. So long as said arbitrator does not exceed authority as provided herein, the decision shall be final and binding on the Union, all members of the Union, and the Board.

Neither party shall be permitted to assert in such arbitration proceedings, any grounds, or to rely on any evidence not disclosed to the other side by at least Step Four.

No grievance shall be filed in any matter which existed prior to the signing of this Agreement.

ARTICLE IX WAGES AND ECONOMIC BENEFITS

Section A Sick Leave and Retirement

Item 1 One (1) day per month absence without loss of pay shall be allowed in case of certified illness for the following reasons:

- 1.1 Personal illness or quarantine;
- 1.2 Serious illness or death in the immediate family (spouse, mother, father, child, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister).
- 1.3 Death of relative or close friend for whose funeral arrangement the Manager is responsible;
- 1.4 Other reasons approved by the Superintendent of Schools.

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- Item 2 A Manager 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 accumulated sick leave at the rate of one-half (1/2) day for each day Compensation is received. The total income received from Worker's Disability Compensation and the Board's sick leave payments shall not exceed the Manager's regular wage.
- Item 3 Beginning July 1, 1984, the unused portion of the annual sick leave shall accumulate to a maximum of one hundred eighty (180) days.
- Item 4 A Manager whose sick leave accumulation has been used shall notify the appropriate Personnel Officer 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 interpreted by the Board as a voluntary quit.
- Item 5 After seven (7) or more consecutive days of illness, a physician's written release shall be required before the Manager may return to work.
- Item 6 Managers who retire and qualify for retirement benefits under the State Retirement Plan, or Managers who do not qualify under the State Retirement Plan but have a minimum of ten (10) years' service at age 65, shall receive pay at their current rate at the time of retirement for one-half (1/2) of the number of sick leave days the Manager has accumulated, amount of pay not the exceed thirty (30) days.
- Item 7 A Manager must retire by the Manager's 70th birthday.
- Item 8 The Board shall pay the five (5) percent toward the contribution of each Manager to the Michigan Public School Employees Retirement System which became effective July 1, 1977.

Section B Approved Leave Days

- Item 1 Three (3) days of each school year may be used by Managers as Approved Leave days.
- Item 2 Approved Leave days shall be deducted from accumulated sick leave.
- Item 3 Approved Leave days shall not be cumulative.
- Item 4 Approved Leave days may be used for the following reasons:

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- 4.1 Registration for approved courses when such registration cannot be accomplished at a time other than the regular work hours of the Manager.
- 4.2 Religious holidays requiring absence from work.
- 4.3 Transaction of legal or personal business when it cannot be done at a time other than the regular work hours of the Manager.
- 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 Manager's presence.

Item 5 Requests for Approved Leave days listed in 4.1 - 4.5 shall be submitted to the immediate Supervisor. Requests for Approved Leave days for other reasons shall be submitted to the appropriate Personnel Officer for consideration. Completing and submitting the Approved Leave form shall be the responsibility of the Manager.

Item 6 Records of all requests for Approved Leave, those granted and those denied, shall be maintained by the Personnel Office.

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, a Manager shall be paid the regular rate for the normal work hours of employment, provided the employee works the day prior to and the day following the day(s) the schools are closed, unless excused by the employer. Effective with the 1986-87 school year, cafeteria managers will not be required to report on days when all schools are closed and shall not be paid. If schools are closed after the manager reports to work, the manager will receive pay for two (2) hours or actual hours worked, whichever is greater. Pay for these hours will be at the regular hourly rate.

Section D Leaves of Absence Without Pay

Item 1 Leaves of Absence without pay shall be authorized upon the recommendation of the appropriate Personnel Officer in keeping with provisions and procedures outlined below:

- 1.1 Certified personal illness, disability, or

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quarantine.

1.1.1 To apply for such Leave, a request must be presented in writing to the appropriate Personnel Officer accompanied by proof of personal illness, disability, or quarantine which has been certified by the Manager's physician. The Board may require the Manager to see a physician of its choice to verify the health condition.

1.1.2 To return from such Leave, the Manager shall immediately notify the Board in writing of termination of the illness, disability, or quarantine, indicate anticipated return to work date, and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the Manager to see a physician of its choice to verify the health condition.

1.2 Serious illness or death in the immediate family (spouse, mother, father, child, sister, brother, grandparent, grandchild, in-laws).

1.2.1 To apply for such Leave a written request must be presented to the appropriate Personnel Officer accompanied by proof of illness by an appropriate authority to certify it is necessary for the employee to attend to the family needs.

Item 2 Mangers may apply to the appropriate Personnel Officer for leaves of absence for other purposes; the Personnel Officer will inform the Manager, in writing, if the request is approved or denied.

Item 3 To be eligible for a Leave of Absence, the Manager must have been employed by the Board at least two years.

Item 4 Leaves of Absence shall be granted for a maximum of one (1) year and shall be renewable annually to a maximum of three (3) years. Seniority shall be broken and employment terminated if (1) the leave procedures are not followed, (2) a written request and appropriate certification for leave renewal is not made annually, or (3) the Manager fails to notify the Board when the unpaid leave reason or condition no longer exists.

Item 5 A Manager shall be guaranteed the original position upon the expiration of a (1) year Leave of Absence.

If necessary, the least senior Manager shall be laid off as a Manager to provide the opening.

- Item 6 A position cannot be guaranteed on return from Leave of Absence greater than one (1) year, but reasonable effort shall be made to return a Manager to the original position or one commensurate to training or experience as vacancies are identified. If more than one Manager is waiting for a vacancy, the one with the most seniority shall be placed first.
- Item 7 A Manager being reinstated after a Leave of Absence shall receive the employment date and sick bank accumulation that was in effect at the time of the Leave.
- Item 8 If after a Leave of Absence a Manager must take a position below the Manager's training and experience, the first position on the previous level to become available shall be offered to the Manager for consideration before that of another applicant. Refusal of Manager to the position offered will cause the Manager to be paid at the lower rate.

Section E Health Insurance

- Item 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 the plan booklet attached to the original copy of the agreement.)
 - 1.2 Benefits shall allow for sponsored dependent rider(s) available with the School District of the City of Pontiac Health 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 groups 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 and a prescription drug rider with a \$2.00 co-pay provision.

Section F Life Insurance

- Item 1 Upon submission of written application, the Board shall provide to Cafeteria Managers term life insurance protection in the amount of \$15,000 that shall be paid to the employee's designated beneficiary. The term life insurance program shall also provide for double indemnity in the event of accidental death 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 the ADEA guidelines.
- Item 2 If the employee is absent from work on the date the life insurance would otherwise become effective, the effective date of coverage will be deferred to the first day the employee is actively at work.
- Item 3 Employees who have board-provided term life insurance have a 30 day conversion right upon termination of employment. Employees electing the right of conversion in order to keep their life insurance in force must contact the insurance carrier within 30 days of their last day of employment.
- Item 4 The term life insurance program shall be provided within the under-writing rules and regulations as set forth by the carrier in the master contract held by the policyholder.

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Section G Dental Insurance

Upon submission of a written application, the Board shall pay the dental benefit cost for up to full family coverage for each eligible Manager within the following framework.

1.1 Dental benefits will provide 80 percent payment of the customary and reasonable charge of basic dental services and 80 percent payment of the customary and reasonable prosthodontic charges. Services shall have an individual maximum payment of \$1,000 per benefit year.

1.2 Newly hired Managers will become eligible for dental benefits on the first day of the month following the month in which work commenced.

1.2.1 If the Manager is absent from work on the date benefits would otherwise have become effective, the effective date of coverage will be deferred to the first day the Manager is actively at work.

Item 2 Dental benefits shall provide for both internal and external coordination of benefits and shall be implemented in accordance with the rules and regulations of the provider as set forth in the master contract held by the policyholder.

Section H Optical Insurance

Item 1 Upon submission of a written application the Board shall provide group optical benefits. The benefits shall be those available under the School District of the City of Pontiac Vision Plan as effective July 1, 1984. (See benefit description attached to the original copy of the agreement.)

Item 2 The Board shall pay up to a \$50.00 annual premium per member. Should the cost increase, the Manager shall pay the increased amount.

Section I Vacation

Item 1 After one (1) year of service completed by a Manager the following vacation schedule shall be implemented:

1.1 1-4 years District service - 6 paid vacation days

1.2 5-7 years District service - 7 paid vacation days

1.3 8-10 years District service - 8 paid vacation days

1.4 11-12 years District service - 10 paid vacation days

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1.5 13-14 and over years District service - 12 paid vacation days

Item 2 Normally, vacations shall be taken when school is not in session. However, vacation may be taken during school days, provided the Manager has given the immediate Supervisor five (5) work days prior notice and the Supervisor approves. Said approval will not unreasonably be denied.

Item 3 Payment for vacation days shall be made in one lump sum during the last pay period in December of each year.

Item 4 A Manager who resigns with two (2) week notice or is discharged shall receive vacation pay prior to resignation or discharge in accordance with the schedule in Item 1. Such payment shall be prorated accordingly if it occurs prior to the end of the work year.

Item 5 Vacation days shall not be accumulative.

Section J Holidays

New Year's Day, Good Friday, Monday after Easter, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24, Christmas, December 31 and the last day of the First Semester each year are holidays without loss of pay, provided a Manager works the last work day prior to the holiday and the first work day after the holiday. If a holiday falls on Sunday, the following Monday shall be a holiday if school is not in session. If a holiday falls on Saturday, the preceding full day of Friday shall be a holiday if school is not in session.

Section K School Credits

Cafeteria Managers who have completed one hundred twenty (120) or more hours in approved courses by June 30, 1984 shall be paid one hundred dollars (\$100.00) per year in an annual payment on the first paycheck in the month of December as long as they are members of the bargaining unit. No additional school credits will be accumulated after June 1, 1984.

Section L Meal Policy

The Manager 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 Manager's designated lunch period.

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Section M Uniform Allowance

The Board shall provide a uniform allowance of \$125.00 per year to each Manager. Such allowance shall be paid the week after the first full pay in September.

Section N Higher Position Rate

A Manager who serves temporarily in a higher paying Manager's position shall be paid at that higher rate for all time worked in that position.

Section O Overtime Pay

Item 1 Overtime at the rate of 150% of regular time shall be paid after eight (8) continuous hours of work. Overtime pay for work on a Sunday or a legal holiday shall be at the rate of 200%.

Item 2 A Manager called to work on a day when school is not in session shall be paid at the overtime rate. 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; the preparation and cleanup pertaining to these services; and educational workshops related to these same services.

Item 3 After the completion of the normal work day, a Manager called back shall be paid at the overtime rate.

Item 4 A Manager called to work at a time other than normal hours shall be paid a minimum of three (3) hours at the overtime rate.

Section P Jury Duty

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

Section Q Mileage

A Manager shall be reimbursed at the rate of twenty-six cents per mile for use of personal auto in the conduct of work responsibilities. This shall not include travel to and from work.

Section R Conferences

Item 1 During the term of this Agreement, a conference account not to exceed \$1,600 shall be established by

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the Board to enable members of the Michigan School Food Services Association to attend local, county, state, midwest regional and national conferences with no loss of wages to the Manager. Reimbursement shall be made for registration fees, lodging, meals, and mileage.

Item 2 Requests shall be submitted to and given final approval by the Supervisor of Food Services. Requests that interfere with the effective operation of the District Food Service program shall be denied. All requests approved shall be within established District procedures and policies.

Item 3 Each fiscal year the Board shall establish the equivalent of a minimum of one (1) staff development session for each Cafeteria Manager. A session is defined as an eight (8) hour non-work day. Attendance at these sessions will be encouraged, but not required. Cafeteria Managers who participate in these sessions shall be paid at the staff development rate of five dollars and 50/100 (\$5.50) per hour. The plans for this staff development shall be developed jointly between the Union and the Board.

Section S Evaluation

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

Section T Discipline

Item 1 The purpose of discipline is to correct failure to perform the duties required of the position or inappropriate behavior. No employee shall be disciplined without just cause.

Item 2 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 where practical.

Item 3 The employee may request, and if requested, shall have Union representation present when being disciplined or

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discharged, except for oral reprimands. The employee shall be told if an oral reprimand is being administered.

- Item 4 Any disciplinary action shall be done in privacy and in a discreet manner.
- Item 5 If reversal of any disciplinary action occurs, the employee shall not be subjected to prejudice or loss of pay or other benefits including seniority.
- Item 6 The Board retains the right to dismiss an employee for insubordination, failure to perform duties properly, neglect of duty, improper conduct or incapability. This list is for purposes of illustration and not limitation.
- Item 7 In lieu of dismissal, the Personnel Department may suspend an employee without pay for a period not to exceed five (5) work days.
- Item 8 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.

Section U Long Term Disability

- Item 1 The Board shall provide a standard long term disability program to each full-time Cafeteria Manager upon submission of a written application. If the employee is absent from work on the date the benefit would otherwise become effective, the effective date of coverage will be deferred until the first day the employee is actively at work.
- Item 2 The program shall provide:
 - 2.1 Payment of sixty (60) percent of the employee's normal gross earnings and shall not exceed \$600.00 per month after a waiting period of 180 calendar days.
 - 2.2 The amount of benefits shall be reduced by any remuneration received during the benefit period from the employer, from Worker's Disability Compensation benefits, from Michigan School Retirement Fund benefits, from the Federal Social Security Act, or other group or organization benefit payments such as the Railroad Retirement Act or Veteran's benefits.
 - 2.3 The duration of long term disability benefits will be in accordance with the A.D.E.A. guidelines (age 70 Maximum).

Master Agreement: Cafeteria Managers, 1985-88

Item 3 The long term disability 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 V Wage Schedule

Item 1 The wage schedule to take effect July 1, 1985, and to cover the period of employment through June 30, 1986.

**Position
Location**

Year's Experience

| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 10-1-75 | 10-1-70 | 10-1-65 |
|---|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| Elementary School | \$5.82 | \$5.91 | \$6.02 | \$6.11 | \$6.21 | \$6.30 | \$6.41 | \$6.76 | \$6.82 | \$6.87 |
| Secondary School and Central Commissary Asst. Mngr. | \$6.03 | \$6.12 | \$6.22 | \$6.31 | \$6.42 | \$6.51 | \$6.61 | \$6.97 | \$7.02 | \$7.07 |
| Central Commissary and WERC | \$6.17 | \$6.26 | \$6.36 | \$6.46 | \$6.55 | \$6.65 | \$6.75 | \$7.11 | \$7.17 | \$7.22 |

Manager supervising the Pontiac Central Commissary shall receive an extra .10 cents per hour in addition to her regular hourly rate.

Item 2 The wage schedule to take effect July 1, 1986, and to cover the period of employment through June 30, 1987.

Master Agreement: Cafeteria Managers, 1985-88

| Position Location | Year's Experience | | | | | | | | | |
|---|-------------------|--------|--------|--------|--------|--------|--------|-------------|-------------|-------------|
| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 10-1- 76 | 10-1- 71 | 10-1- 66 |
| Elementary School | \$6.17 | \$6.26 | \$6.38 | \$6.48 | \$6.58 | \$6.68 | \$6.79 | \$7.16 | \$7.22 | \$7.28 |
| Secondary School and Central Commissary Asst. Mngr. | \$6.39 | \$6.49 | \$6.59 | \$6.69 | \$6.81 | \$6.90 | \$7.01 | \$7.38 | \$7.44 | \$7.49 |
| Central Commissary and WHRC | \$6.54 | \$6.64 | \$6.74 | \$6.85 | \$6.94 | \$7.05 | \$7.16 | \$7.53 | \$7.60 | \$7.65 |

Manager supervising the Pontiac Central Commissary shall receive an extra .10 cents per hour in addition to her regular hourly rate.

Item 3 The wage schedule to take effect July 1, 1987, and to cover the period of employment through June 30, 1988.

| Position Location | Year's Experience | | | | | | | | | |
|--|-------------------|--------|--------|--------|--------|--------|--------|-------------|-------------|-------------|
| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 10-1- 77 | 10-1- 72 | 10-1- 67 |
| Elementary School | \$6.54 | \$6.64 | \$6.76 | \$6.87 | \$6.97 | \$7.08 | \$7.20 | \$7.58 | \$7.65 | \$7.71 |
| Secondary School and Central Commissary | \$6.77 | \$6.88 | \$6.99 | \$7.09 | \$7.22 | \$7.31 | \$7.43 | \$7.82 | \$7.88 | \$7.93 |
| Central Commissary and WHRC | \$6.93 | \$7.04 | \$7.14 | \$7.26 | \$7.36 | \$7.47 | \$7.59 | \$7.98 | \$8.05 | \$8.10 |

Manager supervising the Pontiac Central Commissary shall receive an extra .10 cents per hour in addition to her regular hourly rate.

ARTICLE X DURATION OF THE AGREEMENT

- Item 1 The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto. This section is not to be construed as bypassing the grievance procedure for processing complaints, but is reserved for significant problems which may develop during the term of this Agreement.
- Item 2 Should any Article, Section or Item of this Agreement be declared illegal by a Court of competent jurisdiction such Article, Section or Item shall be automatically deleted from this Agreement. The parties shall meet and endeavor to negotiate a satisfactory substitute in conformance with the laws. All remaining portions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- Item 3 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 negotiations. During the term of this Agreement neither party shall be required to change any matter in this Agreement.
- Item 4 As a result of the execution of this Agreement, no Manager shall suffer the loss of any benefits enjoyed prior to these negotiations, and not otherwise dealt with in this Agreement. Such benefits are those that have been provided by the Board outside the provisions of previously negotiated Agreements.
- Item 5 This Agreement shall continue in full force and effect until June 30, 1988.
- 5.1 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination.
- 5.2 If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date of any subsequent termination date give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired.
- 5.3 Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail.

Item 6 This Agreement shall become effective December 5, 1985.

BOARD OF EDUCATION

Date

5/27/84

By

Thomas J. Kuhlman
President

By

Stephanie Bras
Secretary

LOCAL 1917, AFSCME (AFL-CIO)

Date

5/27/86

By

Mary P. Davis
Chairperson

By

Michael R. Landsiedel
Staff Representative

Jacqueline Chick