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6/30/2000

# FOOD SERVICE

*Bay City Public Schools*

**AGREEMENT BETWEEN**

**THE BAY CITY BOARD OF EDUCATION**

**AND**

**THE BAY CITY FOOD SERVICE UNION**

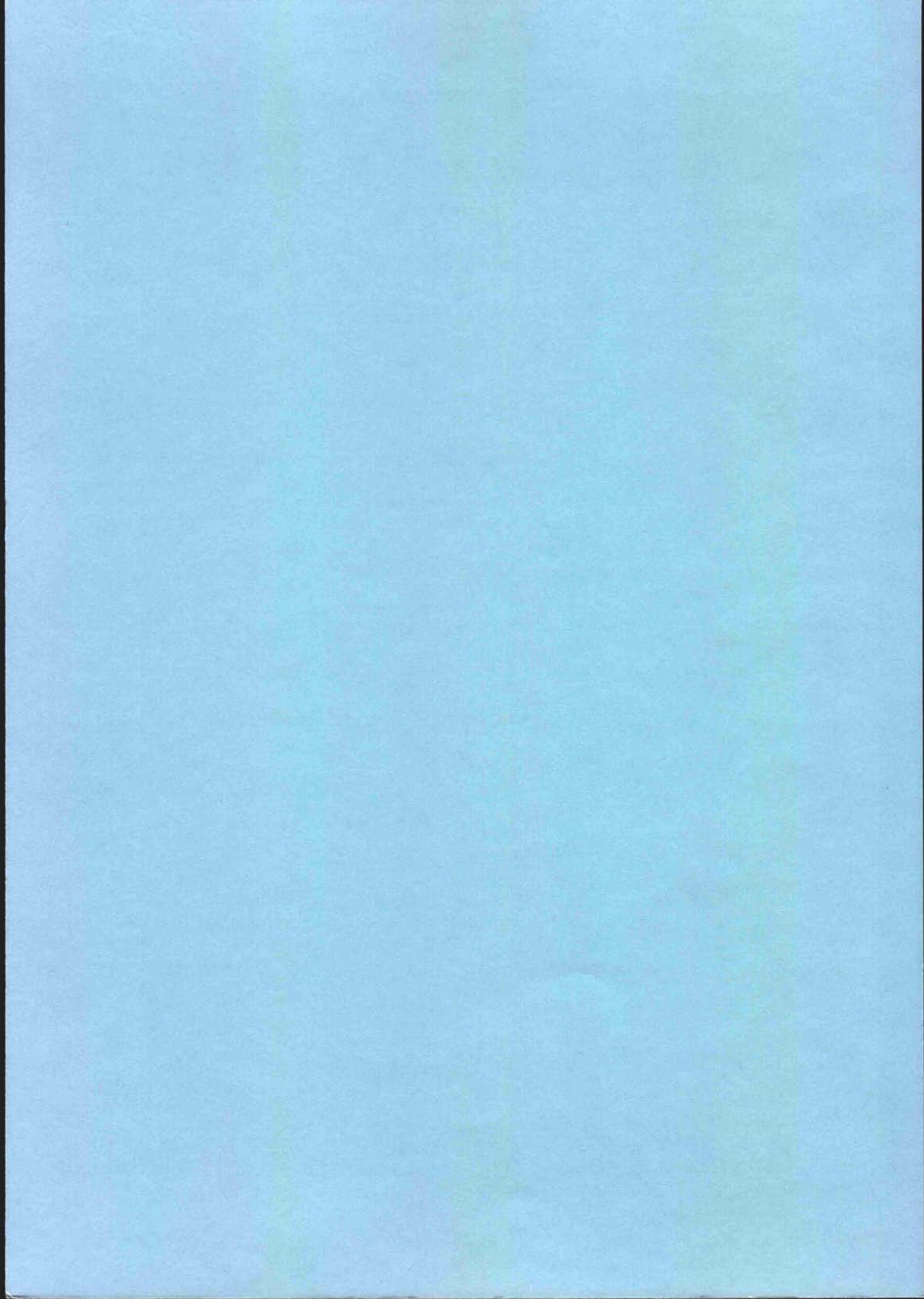
**COVERING THE YEARS**

**1997 - 1998**

**1998 - 1999**

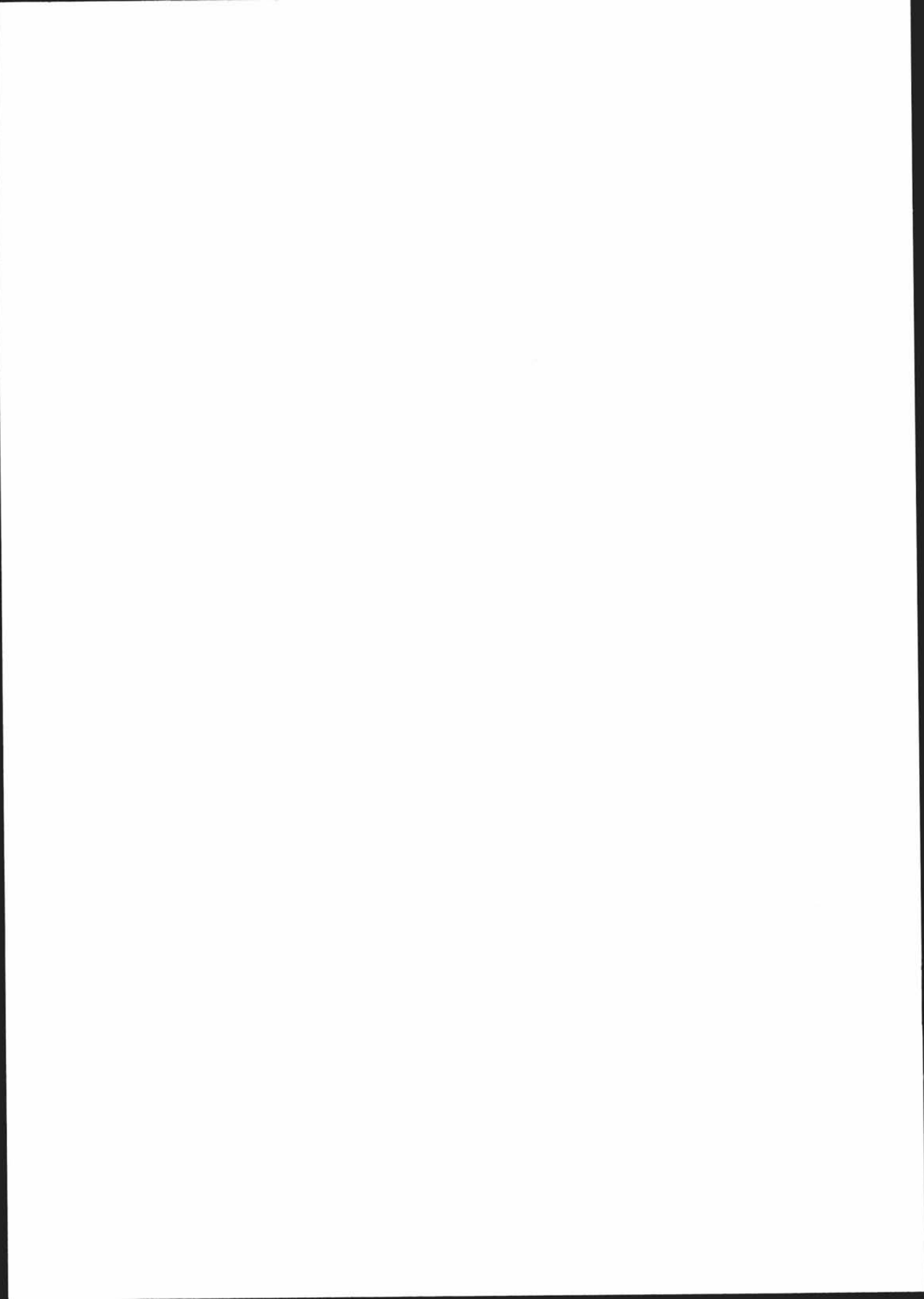
**1999 - 2000**





## TABLE OF CONTENTS

ARTICLE	NUMBER	TOPIC HEADING	PAGE
		Introduction .....	2
Article	I	Recognition and Representation .....	2
Article	II	Rights of the Union .....	3
Article	III	Rights of the Board of Education .....	4
Article	IV	Dues or Fees and Payroll Deductions .....	5
Article	V	Job Classification/Descriptions .....	6
Article	VI	Hours of Work.....	7
Article	VII	Compensation .....	8
Article	VIII	Fringe Benefits .....	11
Article	IX	Seniority.....	13
Article	X	Vacancy.....	14
Article	XI	Layoff/Recall/Displacement .....	15
Article	XII	Bidding.....	16
Article	XIII	Transfers .....	18
Article	XIV	Discipline .....	19
Article	XV	Grievance Procedure.....	19
Article	XVI	Sick Leave and Sick Leave Bank .....	22
Article	XVII	Leave of Absence .....	25
Article	XVIII	School Closing.....	29
Article	XIX	Absences.....	30
Article	XX	Summer Employment .....	30
Article	XXI	Sub-Contracted Services.....	31
Article	XXII	Severance Pay .....	31
Article	XXIII	Strikes and Responsibilities.....	32
Article	XXIV	Duration of Agreement.....	33
		Signature Page .....	34
		Appendix "A" .....	35
		Work Rules .....	37
		Basic Standard of Dress .....	39
		Memo of Understanding .....	41
		Calendars .....	43



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

**Introduction**

THIS AGREEMENT entered into this 1st day of July, 1997 to be effective as of this date as set forth in Section 24.0 hereof by and between the Board of Education of the City of Bay City, Michigan, hereafter called the "Board" and the Bay City Food Service Union, hereafter called the "Union".

**WITNESSETH**

WHEREAS, the Board has a statutory obligation pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, or the Acts of Michigan for 1965, to bargain with the Union 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 AND REPRESENTATION**

**Section 1.0**      **Exclusive Recognition**

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

**Section 1.1**      **Exclusive Representation**

The Board agrees not to negotiate with any organization representing food service employees other than the Union for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the

adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.

**Section 1.2**      **Legal Rights**

Nothing contained herein shall be construed to deny or restrict to any employee rights 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 UNION**

**Section 2.0**      **Right to Organize**

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

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

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

**Section 2.2**      **Facility Utilization**

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



**Section 2.3**      **Freedom of Information**

The Board agrees to furnish to the Union, in response to reasonable requests from time to time available information concerning the financial resources of the District and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Union to process any grievance or complaint.

**Section 2.4**      **District Budget**

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

**ARTICLE III**

**RIGHTS OF THE BOARD OF EDUCATION**

**Section 3.0**      **Board Powers**

It is recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

## ARTICLE IV

### **DUES OR FEES AND PAYROLL DEDUCTIONS**

#### **Section 4.0**      **Dues/Fee Authorization**

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

#### **Section 4.1**      **Agency Shop**

Any employee covered by this Agreement who is not a member of the Union, 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 Union an amount equal to membership dues payable to the Union. The employee may authorize payroll deduction for such fee in the same manner as provided in Section 4.0 of this Article. In the event an employee shall not pay such fee directly to the Union or authorize payment through payroll deduction as provided in this Article, the Board shall upon written notice by the Union 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.

#### **Section 4.2**      **Fee Remittance**

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 Union the dues and fees deducted. The Union agrees promptly to advise the Board of all members of the Union 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.

#### **Section 4.3**      **Payroll Deduction**

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



## ARTICLE V

### JOB CLASSIFICATION/DESCRIPTIONS

#### Section 5.0     Job Titles

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

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

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

#### Section 5.1     New Positions

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

#### Section 5.2     Evaluation Procedures

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

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

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

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

## ARTICLE VI

### HOURS OF WORK

#### **Section 6.0      Hours**

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

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

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

#### **Section 6.1**

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

#### **Section 6.2      Overtime**

Once the total kitchen hours have been assigned by the Director of Food Services, managers cannot work or assign any overtime hours without written permission by the Director of Food Services. Emergency hours may be verbally authorized by the Director of Food Services or the Personnel Office.

**Section 6.3      Call Back**

Call backs shall be hours worked, not attached to the regular daily work schedule. The minimum time block shall be two (2) hours. Said call back hours shall be paid at time and one-half. Call back language shall not apply to banquets, school functions or special activities.

**Section 6.4      Extension of Assigned Time**

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

**ARTICLE VII**

**COMPENSATION**

**Section 7.0      Salary Chart**

The salaries of employees covered by this Agreement are set forth in Appendix "A" which is attached to, and incorporated in this Agreement.

**Section 7.1      Holidays**

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

**Section 7.2      Saturdays/Sundays**

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

**Section 7.3      Vacation**

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

**Section 7.4      Release**

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

**Section 7.5      Food Service Conferences**

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

**Section 7.6      Uniform Allowance**

There shall be a one hundred ninety dollar (\$190) annual allowance for uniforms, fifty percent (50%) of which shall be paid at the end of each semester.

**Section 7.7      Classification Change**

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

**Section 7.8      Change of Unit**

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

**Section 7.9      Longevity Formula**

A longevity factor shall be paid for years of service to members of the Food Service Union according to the following schedule:

During the tenth (10th) through the fourteenth (14th) years of service three percent (3%) of the individual's hourly rate.

During the fifteenth (15th) through the nineteenth (19th) years of service four percent (4%) of the individual's hourly rate.



During the twentieth (20th) and all succeeding years of service five percent (5%) of the individual's hourly rate.

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

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

**EXAMPLE:**

Longevity Date	July 1, 1960	July 1, 1960	July 1, 1960
Add.....	9	14	19
3%, 4% or 5%			
Longevity Begins:	July 1, 1969	July 1, 1974	July 1, 1979

**Section 7.10 Work Performance**

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

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

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

## ARTICLE VIII

### FRINGE BENEFITS

#### **Section 8.0      Insurance**

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

#### **Section 8.1      Life - AD/D**

Group term life insurance in the amount of \$15,000.00 plus AD & D shall be provided for each employee in the Unit. Said coverage may be bid in the commercial market to provide the lowest cost to the District. All employees must be actively at work on the effective date of any changes in coverage. Any changes in coverage will be effective the first of the month following ratification of the contract by all parties with the exception of employees not actively at work. Insurance coverage changes for those not actively at work will take place the first of the month following their first day back to work.

#### **Section 8.2      Health Insurance**

All regular employees in the Bargaining Unit (1980/81) shall receive full family hospitalization for twelve (12) months.

All employees in the Bargaining Unit working less than a six (6) hour day shall receive an insurance allowance proportional of the time worked (i.e., 3 hour day will receive 50 percent of hospitalization cost with remainder deducted from the pay check). There shall be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully paid hospitalization insurance this section becomes void. This coverage may be bid in the commercial market to provide the lowest cost to the District.

It is expressly recognized that the District shall have the right to provide insurance benefits specified in this Article by way of self-insurance; provided that the insurance benefits are generally equivalent to the insurance benefits and specified in the "Certificate of Benefits" in effect on July 1, 1983.

Prior to changing the insurance carrier or commencing self-insurance, the School District shall furnish to the Union a copy of the new "Certificate of Benefits". If after receipt of the "Certificate of Benefits" the Union finds that the benefits are not relatively equivalent, the Union may file a grievance specifying which benefit(s) in the "Certificate

of Benefits" are not relatively equivalent. Such grievance must be filed within thirty (30) working days of receipt of the new "Certificate of Benefits".

### **Section 8.3      Dental Insurance**

The Board shall provide full family dental insurance equivalent to MEBS Group 31, Option "A" (80/20) for all unit members assigned five (5) or more hours per day.

For those unit members assigned less than five (5) hours per day, the Board shall provide employee-only dental insurance at the same level of coverage listed above. At the employee's option, full family coverage will be provided at a cost to the unit member of twenty-four dollars (\$24.00) per month).

### **Section 8.4      Compensation Benefits**

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

### **Section 8.4.5      Pre-Paid Legal**

The Board of Education agrees to pay \$30 per year per employee for Pre-Paid Legal service. The President of the Bay City Food Service Union will notify the Director of Personnel Services, in writing, by November 1 of each fiscal year of their decision to deposit the legal fee monies (\$30 x the number of union positions) into their legal fund account or to issue a \$30 check directly to each union member.

If both payment options of this Pre-paid Legal in any way violates any State or Federal laws, this section of the contract will be void.

### **Section 8.6      Employee Vision Care**

For the Bargaining Unit Member only, the Board shall provide vision care for a full twelve month period comparable to MESSA VSP 3, without cost to the Bargaining Unit member. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA VSP 3, without cost to the Bargaining Unit member.

### **Section 8.7      Annuity**

Bargaining unit members who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive an annuity of thirty dollars (\$30.00) per month toward a plan currently payroll deducted by the Board.

## **ARTICLE IX**

### **SENIORITY**

#### **Section 9.0      Seniority**

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

New employees (not substitutes) awarded a position will be probationary employees until they have been employed and have worked ninety (90) working days. The probationary period will start on the date the employee starts work. During the probationary period, said employee may be laid off, transferred or terminated as exclusively determined by the Director of Food Services, and/or the Personnel Department. Prior to the fiftieth (50th) day of probation, the manager and the Director of Food Services shall provide a written evaluation which shall be forwarded to the Personnel Department. Following completion of the probationary period on the 91st day these employees will be given an award letter and placed on the seniority list. The seniority date shall reflect that of the first day worked. 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.

If more than one employee is hired on the same date the following procedure will be followed:

At the completion of the employee's probationary period (the 91st day) the Director of Support Services shall assign seniority numbers based upon birth dates. The oldest employee will be assigned the lowest seniority number and the youngest shall be assigned the highest number.

#### **Section 9.1      Loss of Seniority**

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

- A) Employee quits.
- B) Employee is discharged for just cause.
- C) Recalled employees who refuse assignment (Refer to Article XI).
- D) Laid off employee who is not re-employed within fourteen (14) school year months.
- E) Failure to report for work for three (3) consecutive scheduled work days, Monday through Friday without, by the end of the third day, notifying the Director of Food



Service of a reasonable excuse for such absence, plans for returning, with excuse subject to later verification by the employee.

## **Section 9.2      Seniority List**

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

# **ARTICLE X**

## **VACANCY**

### **Section 10.0      Vacancies/Substitutes**

All bargaining unit vacancies during the year, as well as summer programs, will be posted and publicized (regardless of the number of hours per day the job calls for) to all employees including those on lay-off. It is not Administration's responsibility to notify the laid off personnel concerning the vacancy. The laid off employee must keep his/her current address with the Union president. The president or his/her designee will forward all Food Service postings to the laid off employees. No vacancy shall be filled, except in an emergency, until the vacancy has been posted five (5) working days. All job postings shall reflect the following items: school principal they report to, manager (where applicable), job classification, hours and rate of pay, starting and quitting time. Any employee may apply for any vacancy. In the event an employee is not physically able to assume the duties of the position for which she is applying with reasonable accommodations, the position will be held for a maximum of forty (40) working days after which time the position will be re-posted according to Articles X and XII.

### **Section 10.1      Seniority Application**

Currently employed Unit members will be given first consideration when filling vacancies.

The District will promote the employees by an interview process. For Managers, the Personnel Services, the Director of Food Services, and the Building Principal shall be the interview team. Qualifications, including testing, experience, interview, Educational/Training and seniority, will be used to determine the successful candidate.

For General Cooks, the team will consist of the Director of Food Services and the Director of Support Services. Qualifications including testing, experience, interview, Educational/Training and seniority, will be used to determine the successful candidate.

Unit members are eligible to be promoted to all vacant positions, other than General Cook, or any position requiring licensing or certification, based solely on their seniority, providing they have made an application, in writing, within five (5) days after all employees have been notified through the posting process.

**Section 10.2      Temporary Vacancy (Through Illness or Vacant Position)**

Should a temporary vacancy occur within a kitchen, the manager, or in her absence the Director of Food Services, shall reassign jobs within the kitchen and hours based upon ability with seniority being a considered factor if ability is not a clear factor. When hours are reassigned, an additional person may not be required but any unassigned hours shall be filled by a substitute. However, no substitute shall receive more hours than a regular Food Service employee (in the same kitchen) unless such regular employees refuse such work. Refusal of additional hours shall be in writing to the Food Service Director. Should a violation occur, it shall be brought promptly to the attention of the Director of Food Services. Prompt action to correct same shall be taken by Administration. If action is taken within thirty (30) "duty" days, the School District shall not be responsible for any back pay.

**Section 10.3      Substitutes**

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

**ARTICLE XI**

**LAYOFF/RECALL/DISPLACEMENT**

**Section 11.0      Layoff**

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

- A) All probationary employees shall be laid off first.
- B) Thereafter, employees shall be laid off in line with their seniority. Employees with seniority who are qualified and willing to do the work of an employee to be laid off in a lower classification may do so at the current rate for the job thus vacated.
- C) When an employee, other than a probationary employee is laid off for an indefinite period, he/she will be given a ten (10) working day notice of such layoff. If he/she is laid off less than ten (10) days after such notice has been given, he/she

will be paid at the usual rate for that part of the ten (10) working days which he/she has not worked.

D) When there is a recall in working forces, after a layoff, employees shall be offered employment in order of their seniority if they are willing to do the work available at the prevailing rate for such work.

E) If a layoff occurs due to the closing of a production kitchen, including baking centers, all positions will become open positions. (A production kitchen is a kitchen where food is produced and distributed to satellite sites). Positions will be filled according to Article X, Vacancy and Article XII, Bidding.

### **Section 11.1    Displacement**

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

## **ARTICLE XII**

### **BIDDING**

### **Section 12.0    Award Letter**

When an employee is assigned or awarded a regular position the Personnel Office shall make such award, in writing, upon consultation with the Director of Food Services. The award letter shall contain:

- Assigned school
- Name of Manager
- Title of the specific job (classification)
- Rate of pay
- Minimum hours of work per day

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

### **Section 12.1    Manager Selection**

When filling a manager's position, the following procedure shall be followed:

- A) Position shall be posted as described in Section 10.1.
- B) Applicants shall apply through the Personnel Office.

## **Section 12.2    Bid Opening**

The process for bidding positions shall be:

1. Administration shall determine and then post any vacated positions at least ten (10) working days prior to a bid opening.
2. A unit member interested in bidding for either the vacated position(s) or for other positions that might open as a result of filling a posted position, may do so by submitting a written form to the Director of Support Services indicating his/her desire to bid the open position and/or any position that might subsequently open as a result of filling the posted position.
3. Within ten (10) working days from the date of the opening for the original posted position, a meeting shall be scheduled of those who have indicated their preference for other openings that have come about as a result of the filling of the original posted position.
4. A unit member wishing to take advantage of this bid must be present or have authorized the union president or another designee, in writing, to bid on his/her behalf..
5. Probationary employees will be permitted to bid on available jobs that remain after the procedure for those on the seniority list has been completed. In order for a probationary employee to be eligible to be awarded a posted position, that person must be present at the meeting or have designated the union president or another designee, in writing, to bid on her behalf, be qualified for the position, and be making satisfactory progress in the probationary process. The decision of management to not award a probationary unit member a position in this process will not be subject to the grievance procedure.

Any position left unfilled in the "other" bid shall be filled by Management.

Any unit member who bids on a position and has not withdrawn his/her bid before the bid opening or who accepts another position at the above mentioned meeting must accept such position when awarded to him/her.

All awarded positions shall be occupied the first Monday following the bid opening unless the Union and Management jointly agree to postpone the occupation to a another time.

When a unit member is assigned to a position under the provisions of this Article he/she shall be given a reasonable period of time, but not more than thirty (30) work days, to demonstrate his/her ability to perform the job. Such trial may be extended by the



Director of Support Services. If the unit member is unable to fulfill the job requirements, that position will be posted. He/she shall then be given the opportunity to bid "other" positions on the vacancy he/she created.

A unit member, when assigned to a new and unfamiliar position, may request and at the discretion of the Food Service Director may then be granted the opportunity to work with the person who previously held the position or another who is familiar with the position, for a period of time not to exceed two (2) days.

### **Section 12.3      Timelines for Filling Vacant Positions**

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

## **ARTICLE XIII**

### **TRANSFERS**

#### **Section 13.0      Transfers**

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

#### **Section 13.1      Temporary Transfers**

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

#### **Section 13.2      Permanent Transfer**

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

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

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

## ARTICLE XIV

### DISCIPLINE

#### Section 14.0    Work Rules

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

#### Section 14.1    Discipline for Cause

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

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### Section 15.0    Definitions

A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by misinterpretation or inequitable application of this Agreement. It is expressly understood that a claim based upon an event arising out of the executive management and administrative control of the school system its properties and facilities not otherwise restricted by policy shall not constitute a grievance.

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

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

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

## **Section 15.1    Purpose**

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

## **Section 15.2    Grievance Procedure**

The Grievance procedure shall be:

### **Level One - Informal**

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

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

### **Level Two - Formal**

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

1. Name of the grievant(s).
2. Date of the filing of the grievance.
3. Date of the occurrence or the discovery of the alleged violation(s).
4. A statement outlining the nature of the alleged violations.
5. A listing of contract article(s), Board of Education policy, past practice, laws, etc. that the grievant(s) allege have been violated by the administration.

6. A statement of relief sought by the grievant(s).
7. The signature of one of the above listed union officials.
8. The signature of the grievant(s).

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

The information, when completed, shall be filed with the Director of Food Services or, in her absence, the Director of Support Services. Administration shall have ten (10) working days to respond, in writing, to the grievance.

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

### **Level Three - Appeal**

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

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

### **Level Four - Arbitration**

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

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

**Section 15.3**     **Representation**

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

**ARTICLE XVI**

**SICK LEAVE AND SICK LEAVE BANK**

**Section 16.0**     **Purpose**

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

**Section 16.1**     **Allowance**

The amount of sick leave accumulated at the rate of eight (8) days per semester shall be unlimited. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

**Section 16.2**     **Waiting Period**

Sick leave may be used as follows: For hospitalization or accident, sick leave shall be payable from the first day. For illness, there is a three (3) day period before sick leave pay shall commence. If an employee has twenty (20) or more accumulated sick leave days, sick pay shall begin the first day of illness.

**Section 16.3**     **Documentation**

If there is a question or 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 by a Board designated doctor before sick



leave pay is allowed or before the employee may return to work. This sick leave plan applies to all regular employees working in an awarded position.

#### **Section 16.4 Compensation/Illness**

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

#### **Section 16.5 Bank Establishment**

This sick leave plan applies to employees of the Bay City Public Schools who are employed on a contractual basis. This labor agreement is considered a contract. To afford the maximum protection against a prolonged illness (any illness that extends beyond ten (10) work days) the following sick leave bank shall be established for employees of the District, and each employee covered by this Agreement shall participate as follows:

#### **Section 16.6 Establishment**

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.

#### **Section 16.7 Assessment**

When the Sick Leave Bank falls below 2000 days, the Board shall assess each employee the number of days of her/his sick leave necessary to increase the Sick Leave Bank days to a minimum of two thousand five hundred (2,500) days. The number of sick leave days assessed each employee shall be the same.

#### **Section 16.8 Credits**

Additions to the Bank may be made as required at the beginning of each semester according to the above limitations.

**Section 16.9**     **Waiting Period**

Upon depletion of a member's own accumulated sick leave, he must wait an additional ten (10) work days before drawing any days granted by the Appeal Board from the Bank.

**Section 16.10**   **Bank Application**

Any employee on sick leave may request to participate in the Sick Leave Bank by filing an application in the Superintendent's Office or the office of his designee.

**Section 16.11**   **Maximum Allowance**

An employee may not draw from the Sick Leave Bank more than a combined total of 180 days during the duration of his/her employment with the Bay City School District.

**Section 16.12**   **Discretionary Power**

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

**Section 16.13**   **Contribution**

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

**Section 16.14**   **Abuse**

If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two (2) doctors of the Appeal Board's choosing to determine if the illness is valid.     The Appeal Board will require such examination, if requested to do so, by the Superintendent or his designated representative.

**Section 16.15**   **Board Authority**

The Appeal Board may grant or suspend sick days from the Bank. Their judgments and/or decisions will be final as long as it does not violate any law, or a provision of this Master Agreement.

**Section 16.16**   **Board Composition**

The Sick Leave Appeal Board shall consist of the four (4) elected officers and chairperson of the appropriate committee of the Bay City Education Association, the presidents of the non-teaching associations, two (2) Central Staff Administrators, and the Superintendent or their designated representatives.

**Section 16.17    Individual Credit**

No employee will be credited with sick leave allowance while drawing from the Sick Leave Bank.

**Section 16.18    Annual Report**

An annual report of the Sick Leave Bank will be published, 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 XVII**

**LEAVE OF ABSENCE**

**Section 17.0    Leave of Absence/With Pay**

Leaves of absence with pay not chargeable against sick leave allowance shall be granted annually for the following reasons and requested for on forms provided by the Personnel Department.

**Section 17.1    Critical Illness**

A maximum of five (5) days for critical illness in the immediate family living in the same household. A maximum of five (5) days for critical illness in the immediate family not living in the same household may be granted by the Director of Support Services at his/her discretion.

**Section 17.2    Business Day**

One (1) business day to conduct business (not social or recreational in nature) when the employee, through no fault of his own, is unable to transact such business except during his regular working hours. Extra days may be granted by the Director of Support Services. The decision on the justification of extra days will be final and not subject to the grievance procedure.

**Section 17.3    Bereavement**

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

#### **Section 17.4    Funeral Day**

One (1) day for attendance at the funeral service of a person whose relationship to the employee warrants such attendance. Extension may be granted by the Superintendent or his designee.

#### **Section 17.5    Jury Duty**

Absence when called for jury service. The District shall pay the difference between the stipend paid by the Court and the employee's regular daily rate excluding overtime.

#### **Section 17.6    Court Appearance**

Court appearance as a witness in any case connected with the employee's employment. Other court appearances may be granted by the Director of Support Services. The decision will be final and not subject to the grievance procedure. Court appearance stipend shall be handled as outlined in 17.5.

#### **Section 17.7    Selective Service**

One (1) day to take the selective service physical examination. Extension may be granted by the Director of Support Services.

#### **Section 17.8    Leave of Absence/Without Pay**

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

#### **Section 17.9    Returning Rights**

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

#### **Section 17.10    Leaves Beyond 60 Days\***

Any such leave in excess of sixty (60) consecutive calendar days shall

- 1) Reduce the persons seniority date by the number of days away from the job.
- 2) The newly established seniority date may require adjustment in the individual's longevity date.

- 3) Should a leave extend into the beginning of a new school year, the vacated position shall be posted.
- 4) A leave may be cancelled if the employee chooses to return to work before a new Unit member is hired.
- 5) Written requests to return to work must be filed with the Personnel office at least thirty (30) days prior to the termination date of said leave.
- 6) Leave of absence without pay shall not be granted to take other employment.
- 7) If leave of absence extends beyond sixty (60) days, position will be declared vacant.
- 8) Upon returning from leave, an employee shall be assigned the same, or similar, position if available or replace the least senior regular Unit employee.
- 9) Employees on leave of absence without pay lose fringe benefits at the end of the first month of the leave of absence (on the last day of each month).

**\*Footnote:** Illness does not apply to this section.

#### **Section 17.11    Childrearing**

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

#### **Section 17.12    Peace Corps**

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.



### **Section 17.13    Military**

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

### **Section 17.14    Public Office**

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

### **Section 17.15    Personal Leave**

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

### **Section 17.16    Dock Days**

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

### **Section 17.17    Dock Days not "Social" or "Recreational"**

Dock days which are not "social or recreational" in nature, as in 17.16, shall be dealt with on an individual basis.

### **Section 17.18    Emergency Days**

Emergency days may be granted by the Director of Food Services. The Food Service Union may appeal the decision of the Director of Food Services to the Director of Support Services. The decision of the Personnel Services Director will be final and binding and will not be subject to the grievance procedure.

When an emergency arises, the affected employee will contact the Director of Food Services to inform her of said emergency. The Director of Food Services will then inform the manager of the affected kitchen. If the employee is unable to contact the Director of Food Services, the employee will contact the Director of Support Services. The Director of Support Services will then inform the manager of the affected kitchen.

### **Section 17.19    Returning from Leave**

When a unit member returns to work following a leave of absence duly granted for any reason, management may require the unit member to submit to a physical examination, at the District's expense, to make certain the unit member is able to return to work.

## **ARTICLE XVIII**

### **SCHOOL CLOSINGS**

#### **Section 18.0    Public Announcement**

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

- A) When a public statement is required, every attempt will be made to get the public announcement on the radio and TV by 5:00 a.m.
- B) When schools are closed by conditions not within the control of school authorities, days shall be rescheduled to guarantee a minimum of 180 student instructional days. It is agreed that employees shall be paid on a regular weekly basis, but shall NOT receive additional pay for the additional rescheduled days.
- C) Should all schools be closed during a school day, the food service staff shall complete their tasks, secure the kitchen, and then be released by the Manager.
- D) If a building is closed, the staff may complete their day, if possible, or be reassigned to another kitchen for that day by the Director of Food Services.

E) Should a school or system be closed before school begins, but where a portion of the staff is already working, the manager and those working employees will put the food away and then be released.

F) When a school(s) has been closed and employees are not to report, but where food in a kitchen must be secured, the Director of Food Services will authorize the necessary hours to accomplish the task. These hours will be considered as a "call back" and the terms of Section 6.3 shall apply.

## **ARTICLE XIX**

### **ABSENCES**

#### **Section 19.0 Reporting**

Unit members shall contact their managers to report any absences.

## **ARTICLE XX**

### **SUMMER EMPLOYMENT**

#### **Section 20.0 Assignments**

Employees shall be selected to fill positions in summer programs in the same manner as for regular school year programs as defined in Section 10.1 and Section 12.1. In order to bid a summer position, an employee must be physically able to assume the duties of the position for which they are applying without restrictions. During a summer assignment a Bargaining Unit member will be paid a maximum of three (3) sick days from their accumulated sick leave. However, if the sick leave is due to a work related injury the maximum sick days will be increased to eleven (11) sick days. If they are unable to fill the remainder of their summer assignment a Bargaining Unit member will be hired at the rate of pay for that position.

If an employee becomes ill after she has started the summer assignment and is unable to return after five (5) days of absence, non-interview positions will be filled by the most senior summer applicant who is interested in that position. Summer interview positions open due to illness beyond five (5) days will be offered to the summer applicant employee with the next highest interview score for that position.

## ARTICLE XXI

### SUB-CONTRACTED SERVICES

#### Section 21.0    Conditions

Should the Bay City Public Schools choose to "contract out" any or all parts of its Food Service Program the Food Service Unit members shall continue to enjoy all benefits of this Agreement. Upon the District's signing an outside contract, either party may request the opening of the contract to discuss problems which are identified, but are not addressed in the present contract.

Salary and/or fringe benefits shall not be renegotiated during the life of this contract.

## ARTICLE XXII

### SEVERANCE

#### Section 22.0    Death Benefits

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

One (1) day's pay shall be granted for each day of accumulated sick leave, not to exceed ninety six (96) days.

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

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

#### Section 22.1    Retirement Benefits

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

One (1) day's pay shall be granted for each day of accumulated sick leave, not to exceed ninety six (96) days.

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

## ARTICLE XXIII

### STRIKES AND RESPONSIBILITIES

#### Section 23.0     No Strike Clause

The Union agrees, on its own behalf that:

During the life of this Agreement, neither the Union nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike that is, the concerted failure to report for work, or willful absence of an employee from 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.

#### Section 23.1     Disclaimer

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

#### Section 23.2     Remedies

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

#### Section 23.3     Unit Exclusion

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

#### Section 23.4     Waiver Clause

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



## ARTICLE XXIV

### DURATION OF AGREEMENT

#### **Section 24.0**     **Contract Dates**

This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement and shall become effective as of July 1, 1997, and shall continue in full force and effect and be legally binding on the parties hereto, through June 30, 2000, 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.

#### **Section 24.1**     **Bargaining Representation**

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

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 14th day July, 1997.

BAY CITY PUBLIC SCHOOLS  
FOOD SERVICE UNION

BY: Carol S. Kenghkarck  
President

Lawrence E. Hall  
Chief Negotiator

Ruth M. Boks

Baren Van De Voort

Sharon Dix

Albert J. Scherger

Kathy Irwin

BAY CITY BOARD OF EDUCATION

BY: Melvin C. Menta  
President

Mark T. Ed  
Vice President

Ken Malkin  
Secretary

James A. Ungeri  
Treasurer

R. E. Starbuck  
Superintendent

J. M. A.  
Director of Support Services

APPENDIX "A"  
 BAY CITY FOOD SERVICE UNION  
 Salary Schedule

GRADECLASSIFICATION	STEP	97-98	98-99	99-2000
I Food Service Aide	1	\$ 5.85	\$ 5.99	\$ 6.13
	* (New Hire) 2	\$ 5.96	\$ 6.10	\$ 6.25
	Educational Improvement 3	\$ 6.07	\$ 6.22	\$ 6.37
Food Service Aide	1	\$ 8.01	\$ 8.20	\$ 8.40
	** (Old Hire) 2	\$ 8.15	\$ 8.35	\$ 8.55
	Educational Improvement 3	\$ 8.30	\$ 8.50	\$ 8.70
II Service Technician	1	\$ 8.33	\$ 8.53	\$ 8.73
	2	\$ 8.46	\$ 8.66	\$ 8.87
	Educational Improvement 3	\$ 8.60	\$ 8.81	\$ 9.02
III Assistant Cook/ Van Dr.	1	\$ 8.64	\$ 8.85	\$ 9.06
	2	\$ 8.77	\$ 8.98	\$ 9.20
	Educational Improvement 3	\$ 8.92	\$ 9.13	\$ 9.35
IV General Cook	1	\$ 9.12	\$ 9.34	\$ 9.56
	2	\$ 9.22	\$ 9.44	\$ 9.67
	Educational Improvement 3	\$ 9.42	\$ 9.65	\$ 9.88
Managers	1	\$10.40	\$10.65	\$10.91
	2	\$10.69	\$10.95	\$11.21
	3	\$10.99	\$11.25	\$11.52

Note: \* Food Service Aide (New Hire) are all of those hired after November 17, 1994

\*\* Food Service Aide (Old Hire) are all of those hired before November 17, 1994.

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



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

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



**UNIT SUB/CALCULATION FORMULA:**

Example: General Cook subs as Manager

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

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

Manager Rate (Step 1) \$5.37  
    \$4.60  
    \$0.77 (Differential)

Normal Rate + Differential = Sub Manager Rate

\$4.74 + \$0.77 = \$5.51

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

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

**GROUP A**

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

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

**GROUP B**

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

1. Threatening, intimidating, coercing or interfering with employees or supervision at any time.
2. Abusive or threatening language to parents, students, employees or management.
3. Failure or refusal to perform work or to follow the directions assigned by supervisor.



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

**GROUP C**

**PENALTY                    -                    Up to, and including, discharge**

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

The above lists are not intended to be all inclusive.

## BASIC STANDARD OF DRESS

I. Purpose:

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

II. Procedure:

A. The uniform is to be clean and free of wrinkles when reporting for work.

B. The employee will choose a uniform bottom from the following options:

1. Opaque, white slacks of washable poly/cotton blend fabric (no jersey knits).
2. Opaque, white culottes of washable poly/cotton blend fabric, (no jersey knits), no shorter than the middle of the knee.
3. Opaque, white skirt of washable poly/cotton blend fabric (no jersey knits), no shorter than the middle of the knee.

Full length nylon hose of a neutral color must be worn with culottes or skirts.

C. The employee will choose a uniform top of washable fabric from the following options:

1. Uniform type smock of solid color, print, or white; with or without a belt or elasticized waist; preferred sleeve length is no longer than the elbow and no shorter than the midpoint between the shoulder and the elbow. Tops without sleeves are considered inappropriate for food preparation and service. The smock hemline must be no longer than the top of the thigh and no shorter than the midpoint between the waist and the thigh.
2. Polo type 50% cotton and 50% polyester blend knight shirt with collar and placket of solid color or white; may be worn tucked in or out. If worn out the length must be the same as defined in # 1 above for smock tops. The preferred sleeve length is no longer than the elbow and no shorter than the midpoint between the shoulder and the elbow. A long, close fitting sleeve may be worn in cold weather.
3. A white or coordinating colored vest or cobbler apron may be worn over a knit skirt.

4. During conditions where the wearing of white slacks is inappropriate, those employees whose duties require them to drive the Food Service Van, may wear black poly/cotton blend slacks (no jersey knits).
- D. The color of undergarments must be either solid white or flesh tone.
  - E. Shoes are to be white, leather or simulated leather which provide foot support, foot protection, are easily cleanable, and have non-slip soles. Shoes and laces must be clean and in good repair. Cloth or canvas shoes are not acceptable. During conditions where the wearing of white shoes is inappropriate, those employees whose duties require them to drive a Food Service Van between building sites, may wear black shoes, whose construction and condition is as described previously.
  - F. Sweaters worn in the food service areas must be white, plain knits. Sweaters must be removed while preparing food, serving food, or operating a cash register. Any deviations will be covered by (K) below.
  - G. All hair must be off the collar and restrained with a hair net or cap which covers the entire head of hair.
  - H. Managers may from time to time wear a white lab coat over street clothes. For safety reasons, shoes must be as defined in (E) above.
  - I. The employee name badge is considered a part of the uniform and should be worn when on duty.
  - J. Jewelry is to be kept to a minimum, i.e. small, post-type earrings, wedding rings, a watch.
  - K. Any deviations must be discussed with the employee's manager who must clear them with the Director of Food Service.

RES/jls  
4/95

# MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and

THE BAY CITY FOOD SERVICE UNION

## Educational Improvement Program

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

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

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

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

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

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

In addition to the courses listed in # 1,

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

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

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

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

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

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

Courses eligible to be counted for course work credit are:

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

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

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

AGREED


\_\_\_\_\_  
BAY CITY PUBLIC SCHOOLS

\_\_\_\_\_  
BAY CITY FOOD SERVICE UNION

\_\_\_\_\_  
DATE

BAY CITY PUBLIC SCHOOLS  
FOOD SERVICE CALENDAR

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

M	T	W	T	F
NOV				
	3	4	5	6
10	11	12	13	
17	18	19	20	21
24	25	26	(27)	(28)

M	T	W	T	F
MARCH				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
(25)	26	27	28	(29)

M	T	W	T	F
DEC.				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
(22)	(23)	(24)	(25)	(26)
(29)	(30)	(31)		


M	T	W	T	F
APRIL				
		1	2	3
6	7	8	9	(10)
(13)	(14)	(15)	(16)	(17)
20	21	22	23	24
27	28	29	30	

M	T	W	T	F
(1)	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

M	T	W	T	F
JAN.				
			(1)	(2)
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	T	F
MAY				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
(25)	26	27	28	29

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

M	T	W	T	F
FEB.				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	

M	T	W	T	F
JUNE				
1	2	(3)	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1st/Last Day School

Holidays

Recess Days

Parent/Teacher Conference  
Day

7 Holidays  
179 Work Days  
10 Vacation days  
196 Total



BAY CITY PUBLIC SCHOOLS  
FOOD SERVICE CALENDAR

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

	M	T	W	T	F
NOV	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	<del>20</del>
	23	24	25	(26)	(27)
	30				

	M	T	W	T	F
MARCH	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	(25)	26	27	28
31				

	M	T	W	T	F
DEC.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	(25)
	28	29	30	31	

	M	T	W	T	F
APRIL				1	(2)
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

M	T	W	T	F
	1	2	3	(4)
(7)	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

	M	T	W	T	F
JAN.					(1)
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

	M	T	W	T	F
MAY	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	(31)				

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

	M	T	W	T	F
FEB.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	<del>26</del>

	M	T	W	T	F
JUNE		1	(2)	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

1st/Last Day of School

7 Holidays

Holidays

179 Work Days

Recess

10 Vacation Days

Parent/Teacher Confernece

196 Total

BAY CITY PUBLIC SCHOOLS  
FOOD SERVICE CALENDAR

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	T	F
NOV	1	2	3	4
	8	9	10	11
	15	16	17	18
	22	23	24	25
	29	30		

M	T	W	T	F
		1	2	3
MARCH	6	7	8	9
	13	14	15	16
	20	21	22	23
	27	28	29	30

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

M	T	W	T	F
DEC.		1	2	3
	6	7	8	9
	13	14	15	16
	20	21	22	23
	27	28	29	30

M	T	W	T	F
APRIL	3	4	5	6
	10	11	12	13
	17	18	19	20
	24	25	26	27
				28

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

M	T	W	T	F
JAN.	3	4	5	6
	10	11	12	13
	17	18	19	20
	24	25	26	27
	31			

M	T	W	T	F
MAY	1	2	3	4
	8	9	10	11
	15	16	17	18
	22	23	24	25
	29	30	31	

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	T	F
FEB.		1	2	3
	7	8	9	10
	14	15	16	17
	21	22	23	24
	28	29		

M	T	W	T	F
JUNE			1	2
	5	6	7	8
	12	13	14	15
	19	20	21	22
	26	27	28	29

1st/Last Day of School

Holidays

Recess

Parent/Teacher Conference Days

7 Holidays  
181 Work Days  
10 Vacation  
198 Total

