

TENTATIVE AGREEMENT
BETWEEN THE
BAY CITY FOOD SERVICE UNION
AND
BAY CITY PUBLIC SCHOOLS
June 5, 2014

THE PARTIES AGREE TO THIS TENTATIVE AGREEMENT BASED UPON RATIFICATION BY BOTH PARTIES BY 11:59 P.M. ON JUNE 9, 2014 OTHERWISE THE TENTATIVE AGREEMENT IS VOID.

- The term of this agreement is for one (1) year. This agreement will be in effect July 1, 2014 through June 30, 2015.
- The Salary schedule will reflect a 0% salary increase with a freeze on steps/longevity as reflected at the end of the 2013-14 school year, except where impacted by Public Act 138.
- For the 2014-15 school year only, the following formula based upon Bay City Public Schools' blended student count when published during the month of May 2015 as stated on the State of Michigan 2014-15 State Aid Financial Status Report as indicated under "State Aid Membership" will be paid, as applicable, in an off-schedule payment to be paid prior to June 30, 2015:

If Student Count
As described above equals:

Then, a one-time off schedule
payment will be made as follows:

8149 - 8175	\$ 0
8176 - 8199	\$ 100.00
8200 - 8249	\$ 150.00
8250 - 8299	\$ 200.00 & .5% (of annual hourly wage)
8300 - 8349	\$ 250.00 & .75% (of annual hourly wage)
8350 & up	\$ 300.00 & 1.00% (of annual hourly wage)

- Section 7.11 - Safety and Sanitation Certification
Bargaining unit members classified as General Cooks shall be offered, at District expense, the opportunity to obtain and maintain certification in ~~"Safety and Sanitation"~~ through the program sponsored by the Michigan Food Service Sanitation Management Certification Program, Michigan Restaurant Association **"Serv Safe"**.

Those General Cooks with current **"Serv Safe"** certification in the Michigan Food Service Sanitation Management Certification Program, Michigan Restaurant Association, shall be paid an additional one (1) percent for as long as that certification remains valid.

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- Section 8.2 - Health Insurance

All regular employees in the Bargaining Unit (1980/81) in a position working a six (6) hours or more day shall receive full family hospitalization for twelve (12) months.

All employees in the Bargaining Unit hired prior to July 1, 2011 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). Employees hired into the Bargaining Unit after June 30, 2011 working less than a six (6) hour day shall not be eligible for health insurance coverage.

For the term of this Agreement, the Board shall provide complete health care protection on a full twelve (12) month basis with either a single, two-person, or full family benefit status as selected by the employee during the open enrollment period. Parties have agreed to offer multiple health care coverage options provided in the attached level of benefits.

Effective July 1, 2011, the monthly Board paid premium for health insurance shall be 80% of the "Base Plan" premium cost (after the above pro-ration based upon hours of work) of the benefit level selected (Full Family, 2 Person, Single Coverage). The monthly member paid premium for health insurance shall be 20% of the "Base Plan" premium cost (in addition to the cost pro-ration based upon hours of work) of the benefit level selected (Full Family, 2 Person, Single Coverage). The "Base Plan" is: ~~\$300/\$600~~ \$500/\$1000 Deductible, 20% Coinsurance Percentage up to a potential Max Paid Out of Pocket ~~\$900/\$1800~~ \$2,000/\$4,000, \$40 Office Visit Co-pay, \$50 Urgent Care Co-pay, ~~\$50~~ \$150 ER Co-pay; excluding Chiropractic, Hearing Benefits, and Private Duty Nurses (See attached benefit level description for the (Bronze) Base Plan which will be included in the Appendix of the contract). Included in the "Base Plan" health insurance are prescription benefits that have established co-payment levels of ~~\$10/\$30/\$60~~ \$10/\$40 (See attached benefit levels description for prescription coverage in the Appendix of the contract). ~~Health care will be provided by the District at a 80% District Cost and 20% Employee Cost up to a maximum amount as described below:~~

Full Family: ~~\$ 15,243.07~~

2 Person: ~~\$ 13,166.69~~

Single: ~~\$ 5,856.77~~

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~~Additionally, a one-time Deductible credit will be applied which will include deductibles paid between January 1, 2013 and June 30, 2013 for each enrolled employee.~~

Should the member select one of the offered health insurance options other than the "Base Plan" and the option they select is at a higher annual premium cost, the employee is responsible (in addition to their 20% cost outlined above) for 100% of the differential cost between the plan selected and the "Base Plan".

Under all health insurance options offered by the Board, all co-pays, levels of deductibles and levels of co-insurance are the responsibility of the member.

Bi-weekly payments for the employee's portion of insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the member elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the member. If the member's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current.

There will be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully-paid hospitalization insurance of comparable coverage levels, this section is void.

- Pursuant to Section 8.7, the additional fund established to share savings related to an employee's decision to select an annuity payment in lieu of selecting District provided health insurance coverage will be re-indexed based upon the current census of June 1, 2014 and an illustrative example shall be attached to the contract.

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- Section 10.0 Non-Interview Vacancy Notification, last paragraph shall now read:
 "The Summer Food Service Bid will be held ~~along with the regular non-interview vacancy bid on~~ no later than the first (1st) Wednesday of June.

(All other language in Section 10.0 remains unchanged)

- Section 16.2 "Waiting Period" shall now read:
 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)~~ **ten(10)** or more accumulated sick leave days, sick pay shall begin the first day of illness.
- The "Director of Food Service" references to be changed throughout the contract to "Director of Nutrition Services".
- Any savings due to selection of McLaren Health Plan will be shared with eligible employees as a one-time, off-schedule payment no later than July 31, 2014. The total fixed amount based on current census of 17 employees = \$13,577.
 - a. The distribution of the savings shall be as follows:
 - i. Employees classified as Food Service Aide shall receive \$8.15 per hour beginning September 1, 2014, due to the passage of Public Act 138.
 - ii. Employees who are not a Food Service Aide shall receive an equal portion of 100% of the savings calculation.

Illustrative Example:

Savings	No. of Employees	Off-Schedule Payment
\$ 13,577	38	\$ 357.28

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- **Basic Standard of Dress would change as follows:**

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:~~ **of white or black slacks of washable poly/cotton blend fabric (no Jersey knits).**

~~1. Opaque, white slacks, or black slacks of washable poly/cotton blend fabric (no Jersey knits).~~

~~2. Opaque, white culottes, or black culottes of washable poly/cotton blend fabric, (no Jersey knits), no shorter than the middle of the knee.~~

~~3. Opaque, white skirt, or black 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.~~

~~Black slacks, culottes, and skirts shall not have bleached spots or be faded in color.~~

C. For the 2014-2015 school year, 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

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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.

3. A long, close fitting sleeve may be worn in cold weather underneath the uniform shirt.

~~3. A white or coordinating colored vest or cobbler apron may be worn over a knit skirt.~~

~~4. Those employees whose duties require them to drive the Food Service Van, may wear black poly/cotton blend slacks (no Jersey knits).~~

A Committee consisting of no more than four (4) Union Representatives (designated by the Union), Food Service Supervisors, and the Director of Nutrition Services shall determine a uniform shirt(s) for the upcoming school year. The Committee will make a decision annually prior to June 30th.

- D. The color of undergarments must be either solid white or flesh tone.
- E. Shoes are to be white or black, leather or simulated leather which provide foot support, foot protection, are easily cleanable, and have non-slip soles. Shoes and laces must be clean and in good repair. Cloth or canvas shoes are not acceptable. ~~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 in compliance with the Health Code.
- H. ~~When subbing for a Food Service Supervisors you may from time to time wear a white lab coat over street clothes. For safety reasons, shoes must be as defined in (E) above.~~
- I. The employee name badge is considered a part of the uniform and should be worn when on duty.

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- J. Jewelry is to be kept to a minimum, i.e. small, post-type (non-dangle) earrings, wedding rings, ~~a watch~~.
- K. Any deviations must be discussed with the employee's Food Service Supervisor who must clear them with the Director of ~~Food Nutrition~~ Service.
- L. All nails must be natural (not artificial), clean, and free of painting/decoration and no longer than the fingertip.

(Renumbering of letters would need to occur in this section)

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APPENDIX "A"

BAY CITY FOOD SERVICE UNION

SALARY SCHEDULE

GRADE	CLASSIFICATION	STEP	2013-14	7/1/2014- 8/31/2014	As of 9/1/2014
I	Food Service Aide	1	\$7.48	\$7.48	\$8.15
	* (New Hire)	2	\$7.48	\$7.48	\$8.15
	Educational Improvement	3	\$7.48	\$7.48	\$8.15
2014-15					
	Food Service Aide	1	\$9.67	\$9.67	
	** (Old Hire)	2	\$9.85	\$9.85	
	Educational Improvement	3	\$10.01	\$10.01	
II	Service Technician	1	\$10.06	\$10.06	
		2	\$10.21	\$10.21	
	Educational Improvement	3	\$10.38	\$10.38	
III	Assistant Cook/Van Dr.	1	\$10.42	\$10.42	
		2	\$10.59	\$10.59	
	Educational Improvement	3	\$10.77	\$10.77	
IV	General Cook	1	\$11.00	\$11.00	
		2	\$11.15	\$11.15	
	Educational Improvement	3	\$11.39	\$11.39	
	Sub Purpose Only	1	\$12.56	\$12.56	
Supervisor		2	\$12.90	\$12.90	
		3	\$13.28	\$13.28	

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