

FOOD SERVICE

AGREEMENT BETWEEN

The Bay City Board of Education

and

The Bay City Food Service Union

Covering the Years

2000-2001

2001-2002

2002-2003

2003-2004

2004-2005

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

Introduction

THIS AGREEMENT entered into this 1st day of July, 2000 to be effective as of this date as set forth in Section 23.0 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, Public Acts of Michigan for 1965, to bargain with the Union as the representative of its Food Service 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 she 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. These rights shall include, but will not be limited to, the right to determine the number of jobs, nature of the work available, and when, where, and how the work is to be performed, and what equipment shall be used.

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. If the Union should use dues for political purposes:

1. Any employee may cancel this contribution at any time with written notice.
2. The Union shall notify the employer, in writing, that dues are to be used for political purposes.

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. A Union official shall verbally notify the employer annually, in September, the amount to be charged to agency fee payers as their monthly service fee.

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.

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 Food Service Supervisor 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 Food Service 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 Food Service Supervisor. Kitchen hours may later be reassigned by the Food Service Supervisor, 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 Food Service Supervisor 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 Supervisor 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, Food Service Supervisors 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 Human Resources 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 backs shall be paid at time and one-half.

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.

Section 6.5 Catering

Banquets, school functions or special activities including, but not limited to, catering duties shall be assigned based on seniority and ability of individuals at the preparation site. The minimum time block shall be one (1) hour. Overtime rate of time and one-half will apply to those staff whose hours exceed eight (8) hours per day or forty (40) hours per week.

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

In order to be eligible for holiday pay, the employee must work either the last scheduled day prior to the holiday or the first scheduled day following the holiday. 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 whose presence is necessary at a grievance hearing, negotiations, mediation, arbitration, court hearing or any event which bears upon mandatory subjects of bargaining (ie: wages, hours, working conditions) shall be released 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 two hundred twenty five dollar (\$225) 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 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.....	<u>9</u>	<u>14</u>	<u>19</u>
3%, 4% or 5%			
Longevity Begins:	July 1, 1969	July 1, 1974	July 1, 1979

Section 7.10 Work Performance

An Employee whose past overall work performance meets or exceeds expectations shall be paid an additional one percent (1%) work performance payment on 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 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.

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.

Those General Cooks with current 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.

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 \$35,000.00 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 her sick leave benefits, the School District shall continue to pay amounts

designated in hospitalization insurance for the duration of Worker's Compensation benefits.

Section 8.5 Pre-Paid Legal Services

The Board of Education agrees to pay \$35 per year per employee for Pre-Paid Legal service.

The Pre-paid Legal Services Plan shall be administered by a board of five (5) members. Two members shall be appointed by the Union President. Two members shall be appointed by the Superintendent of Schools. The fifth member shall be from the community and shall be appointed by the Union and District members of the Pre-paid Legal Services Plan Board.

All powers to set rules, administer funds, determine member eligibility, determine participating attorney eligibility, to settle disputes involving the administration of the fund or other matters of importance to the fund's sound management are vested in the Pre-paid Legal Services Plan Board.

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 or bid it's equivalent, 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 sixty dollars (\$60.00) per month toward a plan currently payroll deducted by the Board.

Section 8.8 Long Term Disability

The Board shall provide the opportunity for bargaining unit members to purchase long term disability insurance. Payroll deductions for this purchase shall be monthly. Benefits shall be paid at 60% of salary up to a monthly maximum of \$3,000 and shall begin no sooner than the ninety first (91st) work day following the onset of illness or injury. Pre-existing conditions shall be waived if possible according to underwriting requirements. Benefits are payable to age sixty five (65). Standard exclusion language regarding acts of war, self-inflicted injuries, commission of assault or felony and valid offers for return to work shall be a part of this policy.

Educational supplement, Social Security freeze, alcoholism/drug abuse waiver shall be included. Mental/nervous disorders have a maximum of two (2) years benefits payout and cost of living adjustments are not included.

All other Board provided benefits end with the beginning of long term disability payments.

ARTICLE IX

SENIORITY

Section 9.0 Seniority

The District and the Union recognize that for those employees of the Food Service Department hired to perform bargaining unit work and represented by the Union, that a system of seniority exists. Appropriate applications of seniority are used, primarily, in determining promotion and in reduction or lay off of staff.

Substitutes are non-bargaining unit persons hired by the Board on a non-permanent, day-to-day basis for doing bargaining unit work during absences by unit members and/or when additional (temporary) help is needed.

Section 9.1 Probationary Employees

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

New employees awarded a position shall be in a probationary status until they have satisfactorily been employed and worked ninety (90) days. During the probationary period an employee may be laid off, terminated or transferred by Administration, without recourse to the grievance procedure.

Prior to the fiftieth day of probation, Administration shall provide the probationer with an evaluation.

Upon completion of probation, the ninety first working day of employment, the employee shall be placed on the seniority list. The seniority date shall be from the first day worked.

Administration shall assign seniority numbers based upon start dates. When two or more employees are hired on the same start date, the employee with the earliest birthdate will be assigned the lowest seniority number and the employee with the latest birthdate shall be assigned the highest number.

Section 9.2 Loss of Seniority

An employee's seniority shall be lost for only the following reasons:

- 1) Employee quits.
- 2) Employee is discharged for just cause and is not reversed through the grievance procedure.
- 3) The refusal of a person returning from leave or lay off to accept a position on recall.
- 4) Employees who are laid off for a period of twelve months. During that twelve month period, the employee shall continue to accumulate seniority.
- 5) Failure to report for work for three (3) consecutive scheduled work days without, by the end of the third day, notifying the Director of Food Services of a reasonable excuse for the absences, plans for returning, with the excuse subject to verification.
- 6) The employee retires.
- 7) Employee fails to return to work on the date specified by Administration following the expiration of leave.
- 8) Employee fails to report to work on the day designated following a recall from lay off.

Section 9.3 Seniority List

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

ARTICLE X

VACANCY

Section 10.0 Non-Interview Vacancy Notification

All non-interview bargaining unit vacancies shall be filled during a bid process, which will take place on the following dates:

The 1st Wednesday of June
The 1st Wednesday of Second Semester

Bid processes will begin promptly at 3:00 p.m. and will be held at the Administration Building.

A list of positions to be filled during the bid processes will be provided to the Union President and posted in each food service production site, seven (7) calendar days prior to the bid date and will be posted in the Human Resources office at the Administration Building. Following the posting of vacancies at each food service production kitchen by the Director of Food Service or his/her designee, the most senior food service employee present at each production site will verify, by signature, the posting was completed. The list of positions shall include the following information:

1. Site of the vacancy
2. Immediate Supervisor
3. Name(s) of the building principal(s)
4. Job Classification
5. Number of assigned hours
6. Rates of pay
7. Anticipated starting and quitting times

The Summer Food Service Bid will be held along with the regular non-interview vacancy bid on the first (1st) Wednesday of June.

Section 10.1 Interview Vacancy Notification

All interview bargaining unit vacancies shall be filled by the interview process. Position(s) will be posted in the Human Resources office at the Administration Building, on the school district's website, a posting will be provided to the Union President and will be posted in each food service production kitchen, seven (7) calendar days prior to the deadline for application. Following the posting of vacancies at each food service production kitchen by the Director of Food Service or his/her designee, the most senior food service employee present at each production site will verify, by signature, the posting was completed. The posting information shall include:

1. Site of the vacancy
2. Immediate Supervisor
3. Name(s) of the building principal(s)
4. Job Classification
5. Number of assigned hours
6. Rates of pay
7. Anticipated starting and quitting times
8. Date, Time, and Place for Testing

Section 10.2 Temporary Information

1. Whenever vacancies occur in the job classification of Aide, Technician, Van Driver, or Assistant Cook, the sole qualification necessary for a bargaining unit member to successfully bid these positions is seniority. The final award for the Van Driver position is dependent, however, upon the member obtaining and maintaining a valid State of Michigan Chauffeur's Driver's License.
2. When vacancies occur for vacant Food Service Supervisor position(s), currently employed bargaining unit members shall be given consideration. The Food Service President will be notified of the vacancy including the process in which to apply by the Human Resources department.
3. When vacancies occur for General Cook positions, applicants from the bargaining unit shall be considered. The District shall fill vacancies by an interview process. The team will normally consist of the Director of Food Services and the Director of Human Resources or his/her designee. Qualifications including testing, experience, interview, Educational/Training and seniority, will be used to determine the successful candidate.
4. 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 10.3 Temporary Vacancy

1. Should a temporary vacancy occur within a kitchen known to be of five (5) calendar days or less, the food service supervisor may assign the duties of the person to whoever the food service supervisor feels, based upon the seniority and ability, can do the job.
2. In the event all bargaining unit members in a kitchen have refused an open position, a substitute may be employed for more hours than is a bargaining unit member.
3. Bargaining unit members are permitted to refuse to accept additional hours or a temporary assignment that lasts longer than three (3) calendar days. It is the right of management, in the event of an employee's refusal, to require a written statement verifying that refusal.
4. Any violation of these practices should be promptly brought to the attention of the Director of Food Services

Section 10.4 Substituting in a Higher Classification

A regular employee substituting in a higher classification shall receive the minimum rate for the classification in which she is substituting. Fringe benefits shall remain the same unless it is known that the substituting will be for at least twenty (20) 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, she will be given a ten (10) working day notice of such layoff. If she is laid off less than ten (10) days after such notice has been given, she will be paid at the usual rate for that part of the ten (10) working days which she has not worked.

- D) When there is a recall in working forces, after a layoff, employees shall be offered employment in order of seniority if they are willing and able with reasonable accommodations 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 Food Service Supervisor Selection

1. The position shall be posted as described in Article X, VACANCY.
2. To be considered for a Food Service Supervisor position, a candidate must:
 - A. Obtain from, complete and then submit, an application for the position to the Department of Human Resources/Labor Relations.
 - B. Schedule a test of abilities with the Office of Food Services or have obtained a satisfactory score on that test within the past calendar year.
3. When Administration has received an application(s) for the vacant food service supervisor(s) position(s) and the applicant(s) has/have satisfactorily completed a test of abilities, an interview with the Food Service Supervisor Selection Committee shall then be scheduled by the Administration.
4. The decision of the Food Service Supervisor Selection Committee shall be based upon criteria described in Article X, VACANCY.
5. Any position vacated by the successful applicant shall be filled by either the General Cook selection process or the Open Bid Process.

Section 12.1 General Cook Selection

1. The position shall be posted as described in Article X, VACANCY.
2. To be considered for a General Cook position, a candidate must:
 - A. Obtain from, complete and then submit, an application for the position to the Department of Human Resources/Labor Relations.
 - B. Schedule a test of abilities with the Office of Food Services or have obtained a satisfactory score on that test within the past calendar year.
3. When Administration has received an application(s) for the vacant General Cook(s) position(s) and the applicant(s) has/have satisfactorily completed a test of abilities, an interview with the General Cook Selection Committee shall then be scheduled by Administration.
4. The decision of the General Cook Selection Committee shall be based upon criteria described in Article X, VACANCY.

5. Any position vacated by the successful applicant shall be filled by the Open Bid Process.

Section 12.2 Open Bid Process

1. Whenever vacancies occur in the positions of Aide, Technician, Van Driver, or Assistant Cook they shall be filled by a process where all Bargaining Unit Members are eligible to attend a bid process and to select vacant positions based solely upon the seniority of the member, unless the Administration has notified the Union President and member of the member's ineligibility to bid a job.
2. The time and place for the Open Bid Process shall be determined by the Administration. This information shall be included in the job posting.
3. It is the duty of Administration to conduct the Open Bid Process. The Union's role is as observers.
4. All bargaining unit members, including those on lay off and leave, are eligible to participate if she is present at the Open Bid Process.
5. A Bargaining Unit Member need not be present to bid at the Open Bid Process if she has designated another person, in writing, as her representative (proxy), with the power to make her bid.
6. The Open Bid Process shall be conducted in the following manner:
 - A. All vacant positions shall be posted for all to see.
 - B. Bargaining Unit Member may, at any time, stop the process to ask a question regarding the process or about any posted position.
 - C. Bidding shall reflect the order of seniority. That is, from the most senior to the least senior Bargaining Unit Member.
 - D. When any change occurs to the posted positions, the process shall start anew. That is, any new positions shall be again offered to the most senior Members present, and thereafter, by the seniority of other Members, and proxyholders, who are present.
 - E. The process shall be considered complete when no Member present wishes to bid on any remaining posted position(s).
7. Any position left unfilled in the Open Bid Process shall be filled by the Administration.
8. A Bargaining Unit Member is considered to have committed to filling a position if she has not withdrawn her bid or the bid by her representative (proxy) by the adjournment of the Open Bid Process.

9. All filled positions shall be occupied the first Monday following the Open Bid Process unless the Union and Administration agree to another time.
10. When a Bargaining Unit Member is assigned to a new position, she shall be given a period of time, to not exceed thirty (30) working days, to demonstrate her ability to perform in this new position. The amount of time may be, however, extended by the Director of Food Services.

If the Bargaining Unit Member is unable to perform the duties of her position, she shall be relieved of the position and temporarily reassigned by the Director of Food Services. Her position shall be declared vacant.

11. A Bargaining Unit Member, when assigned to a new and unfamiliar position, may request, and at the discretion of the Director of Food Services, may 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) working days.

Section 12.3 Award Letter

When a Bargaining Unit Member is awarded a position the Department of Human Resources/Labor Relations shall issue the Member a letter of award upon the recommendation of the Director of Food Services.

The award letter shall contain:

1. The site of the job
2. Immediate supervisor
3. Name(s) of building principal(s)
4. Job classification
5. Number of assigned hours
6. Rate of pay
7. Anticipated starting and quitting times

New employees shall be provided a copy of the current master agreement.

Section 12.4 Filling of 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 shall be filled within twenty (20) working days, when possible.

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 Union and employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission or any other state or federal judicial or quasi-judicial body.

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 Food Service Supervisor 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 Food Service Supervisor 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 Human Resources/Labor Relations. 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 Human Resources/Labor Relations. Included in this appeal should be a statement by the grievant(s) stating the reason for the appeal. The person receiving the appeal or 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 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

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 her presence in school inadvisable. Sick leave applies only to absences resulting from illness or injury of the employee and not absence caused by illness or injury in the immediate family. Upon return to work, a Human Resources 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 one (1) day for every fifteen (15) days worked shall be unlimited. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the Food Service office.

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 her 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 her 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.

ARTICLE XVII

LEAVE OF ABSENCE

Section 17.0

The following leaves of absence with pay, not chargeable against sick leave allowance, shall be granted for the following reasons when requested for on forms provided by the Human Resources Department:

- A. 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.
- B. 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.
- C. Selective Service - One (1) day to take the Selective service examination. Extension may be granted by the Director of Human Resources/Labor Relations.

Section 17.1

The following leaves of absence with pay, chargeable against sick leave allowance, shall be granted for the following reasons when requested for on forms provided by the Human Resources Department:

- A. 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 Human Resources/Labor Relations at his/her discretion.
- B. Business Day - One (1) business day to conduct business (not social or recreational in nature) when the employee, through no fault of her own, is unable to transact such business except during her business hours. Extra days may be granted by the Director of Human Resources/Labor Relations. The decision on the justification of extra days will be final and not subject to the grievance procedure.
- C. 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 Director of Human Resources/Labor Relations.

D. 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 Human Resources/Labor Relations. The decision of the Director of Human Resources/Labor Relations 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 him/her of said emergency. The Director of Food Services will then inform the Food Service Supervisor of the affected kitchen. If the employee is unable to contact the Director of Food Services, the employee will contact the Director of Human Resources/Labor Relations. The Director of Human Resources/Labor Relations will then inform the Food Service Supervisor of the affected kitchen.

Section 17.2 Court Appearance

Court appearances in a case when requested by the School District are not chargeable against the employee's sick leave.

Other court appearances may be granted by the Director of Human Resources/Labor Relations. The decision will be final and not subject to the grievance procedure. The court appearance stipend shall be handled as outlined in Section 17.0, subsection B. These court appearance days are chargeable against the employee's sick leave allowance.

Section 17.3 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 Human Resources/Labor Relations. All decisions will be final and not subject to the grievance procedure.

Section 17.4 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 17.5 Leaves Beyond 60 Days (Illness does not apply to this section)

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 Human Resources 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).

Section 17.6 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 17.7 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 17.8 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 17.9 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 17.10 Personal Leave

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

Section 17.11 Dock Days

Dock days shall be requested through the Food Services Director and the Director of Human Resources/Labor Relations at least five (5) working days in advance. Members shall be granted no more than five (5) dock days once every three (3) school years. Application shall be made, in writing, to the Director of Human Resources. 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 shall be

honored in the order in which they are received in the office of the Director of Human Resources.

Additional dock days beyond the five dock days may be granted at the discretion of the Director of Human Resources for:

- a) emergency circumstances beyond leaves provided in this Article,
- b) extra-ordinary opportunities

The decision of the Director of Human Resources on the granting of the additional dock days beyond five (5) dock days shall be final and binding and not subject to the grievance procedure.

For a bargaining unit member who is scheduled to work in summer or special programs that extend the member's schedule by at least twenty (20) working days in a year, an additional requested dock day per year shall be granted.

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 meet the State requirements.
- 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 Food Service Supervisor.
- 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 Food Service Supervisor 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 Food Service Supervisors to report any absences and report their absence by telephone to the District absence reporting system.

ARTICLE XX

SUMMER and SPECIAL PROGRAMS

Section 20.0 Summer Assignments

Employees shall be selected to fill positions in the summer programs as defined in Article X (Vacancy) and Article XII (Bidding). In order to bid a summer position, an employee must be physically able, with reasonable accommodation, to assume the duties of the position.

If an employee becomes ill after she has started the summer assignment and is unable to return, 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 will be offered to the summer applicant employee with the next highest interview score for that position.

Section 20.1 Special Programs

Whenever the District implements or establishes programs, such as, but not limited to, Forest Child Care, Summer Meals, Migrant Education or Balanced Schedule, that operate on days that are either within or outside of the established school calendar, the following shall take place:

- A. When on a regularly scheduled school calendar day a significant number of students and staff are not present, Administration may assign excess personnel to perform, for no fewer hours than their regular assignment, other appropriate Food Services Department work.
- B. Bargaining Unit Members assigned to sites where special programs exist can be required to obtain and maintain a valid State of Michigan Chauffeur's Drivers License, even though operating a vehicle is a minor part of their assignment.

When Bargaining Unit Members are assigned to operate a District vehicle, they shall be paid at the appropriate Van Driver/Server rate of pay and shall be assigned no fewer hours than for their regular work assignment.

- C. The determination of which Food Preparation Center shall be opened to meet the needs of special programs that operate on days that fall outside of the regular school calendar lies with the District Administration.
- D. When General Cooks are scheduled to work on special programs on days that are outside of the regular school calendar, they shall be employed for no fewer than four (4) hours.

ARTICLE XXI

SEVERANCE

Section 21.0 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, up to ninety six (96) days. For all accumulated sick leave beyond ninety six (96) days, one half (1/2) days pay shall be granted.

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 her severance pay beneficiary(ies).

Section 21.1 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). For all accumulated sick leave beyond ninety six (96) days, one half (1/2) day's pay shall be granted.

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 XXII

STRIKES AND RESPONSIBILITIES

Section 22.0 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 her 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 22.1 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 22.2 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 22.3 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 22.4 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 XXIII

DURATION OF AGREEMENT

Section 23.0 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, 2000, and shall continue in full force and effect and be legally binding on the parties hereto, through June 30, 2005, 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 23.1 Bargaining Representation

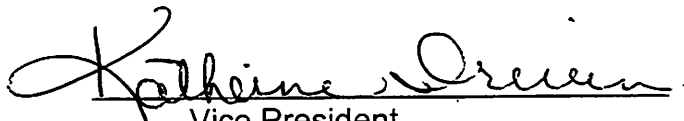
In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement 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 11th day of September, 2000.

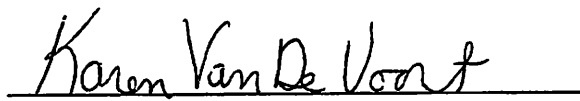
BAY CITY PUBLIC SCHOOLS
FOOD SERVICE UNION

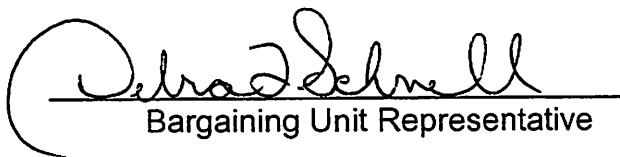
BY: 
President


Chief Negotiator

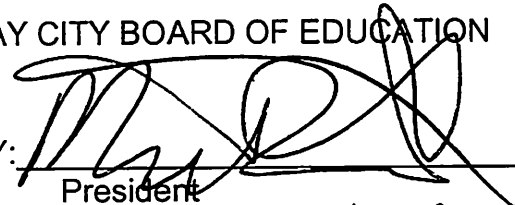

Vice President

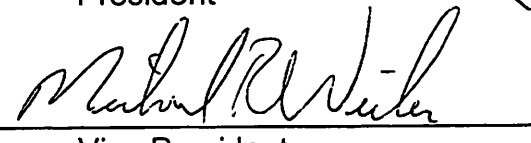

Treasurer



Bargaining Unit Representative

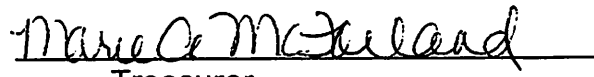

Bargaining Unit Representative

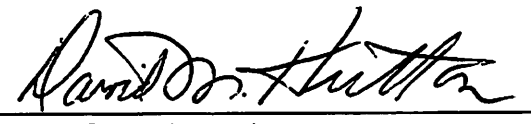
BAY CITY BOARD OF EDUCATION

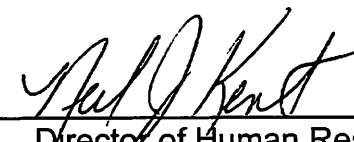
BY: 
President


Vice President


Secretary


Treasurer


Superintendent


Director of Human Resources/
Labor Relations

APPENDIX "A"
BAY CITY FOOD SERVICE UNION
Salary Schedule

GRADE CLASSIFICATION	STEP	2000-01
I Food Service Aide * (New Hire)	1	\$ 6.27
	2	\$ 6.39
	3	\$ 6.52
Educational Improvement	1	\$ 8.59
	2	\$ 8.75
	3	\$ 8.90
II Service Technician	1	\$ 8.93
	2	\$ 9.07
	3	\$ 9.23
III Assistant Cook/ Van Dr.	1	\$ 9.27
	2	\$ 9.41
	3	\$ 9.57
IV General Cook	1	\$ 9.78
	2	\$ 9.89
	3	\$10.11
Supervisor		\$ 11.16

Note #1: * 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.

Note #2: This salary schedule is subject to the adjustments described in the Memorandum of Understanding dated August 14, 2000.

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 Food Service Supervisor

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

Food Service Supervisor Rate (Step 1) \$5.37

\$4.60

\$0.77 (Differential)

Normal Rate + Differential = Sub Food Service Supervisor 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

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

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

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


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.

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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. Food Service Supervisors 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 Food Service Supervisor who must clear them with the Director of Food Service.
- L. All nails must be natural (not artificial), clean, and free of painting/decoration.

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and

THE BAY CITY FOOD SERVICE UNION

The parties agree that for the life of the present contract, July 1, 2000 to June 30, 2005, that the implementation of a "total compensation" approach shall be used.

The formula to be used for calculating the amount of monies that are available for the Union's share of the total compensation fund shall be:

1. The amount of state aid increase received by the District shall be the actual dollar amount on Student Foundation Grant after adjusting for change in per pupil amount and change in the number of students based on final totals used by the State of Michigan.
2. The change to the state aid increase, either raising or lowering, caused by changes in student count or by the use of vouchers.
3. Seventy five percent (75%) of this adjusted amount shall be set aside by the District for total employee compensation increases.
4. The percentage that the Food Service employees are entitled to from the adjusted amount above shall be determined by taking the total amount of the District's salaries from the previous school year (neither overtime nor stipends included) and to divide the total of the Food Service bargaining unit's salaries from the previous year into that number. The percentage thus derived shall be then used to determine the amount of the Union's entitlement from the adjusted total described above.
5. Deductions made from the amount available to the Union shall first be made for:
 - A. Health care (Health, Dental and Vision) insurance cost increases.
 - B. Retirement and FICA (Social Security) cost increases.
6. The amount remaining in the Union's total compensation fund shall then be used for salary increases.

For the year 2000-2001, the computations are:

Expected State Aid increase	\$3,123,296
75% of State Aid increase	\$2,342,472
Food Service 1999-2000 base salaries	\$494,354
Total 1999-2000 base salaries	\$43,241,293
Food Service percentage of salaries to total salaries	1.143%
Amount available to Food Service for total compensation	\$26,775
Health care increases bases on current membership	\$10,673
Amount available to Food Service for salaries, retirement, FICA	\$16,102
Less: Retirement rate increase on base salary from 11.66% to 12.16%	\$2,471
Less: Retirement @ 12.16% and FICA @ 7.65% on salary increase	\$2,254
Increase in salary percentage	2.3%

The parties further agree that salary schedules will be constructed, based upon the best information available, at the beginning of each school year. Should, however, adjustments need to be made to the salary schedule due to the changes in enrollment, vouchers, healthcare costs, retirement costs or FICA, the Board shall notify the Union as soon as the information is available and all necessary adjustments will be implemented so as to cause the least disruption to the bargaining unit membership.

Bay City Public Schools

Bay City Food Service Union

Date

Date

MEMORANDUM OF UNDERSTANDING

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THE BAY CITY FOOD SERVICE UNION

The parties agree that the Bay City Food Service Union bargaining unit members shall, hereforth, be paid on a bi-weekly basis and by electronic deposit at the institutions of their choice.

This agreement shall not be implemented unless and until the Bay City Public Schools has successfully negotiated the same agreement with the Bay City Association of Educational Support Personnel and the Mechanics, Teamsters Local Union #486 to both bi-weekly and electronic deposit.

Bay City Public Schools

Bay City Food Service Union

Date

Date

MEMORANDUM OF UNDERSTANDING

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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 FOOD SERVICE UNION
Grievance Form
Level Two - Formal

Filing Date: _____

1. Name of Grievant(s)

A. Name _____ Home Phone _____

Work Site _____

B. Name _____ Home Phone _____

Work Site _____

C. Name _____ Home Phone _____

Work Site _____

If there are additional grievant(s) to this filing, please list her/their name(s), home phone(s) and work sites(s) on a separate piece of paper and attach to this form.

2. When did the alleged violation occur? _____

3. When did you become aware of the alleged violation? _____

4. Explain what either has or has not happened to cause you to file this grievance:

If there is insufficient space here, please attach the remainder of your statement to this form.

5. What do you believe are the contract article(s), Board of Education policies, past practice(s), Laws or other things that have been violated by the Administration?

If there is insufficient space here, please attach the remainder of your statement to this form.

- 6. The grievance procedure requires that before a "formal" grievance may be filed that the problem shall first be discussed with the grievant's Supervisor or the Director of Food Services in order to attempt to resolve the issue.

With whom of these have you discussed this issue? When did the discussion take place?

A. Name _____ Title _____

When? _____

B. Name _____ Title _____

When? _____

- 7. Should the Administration grant your grievance, what relief are you seeking?

Signature(s) of the Grievant(s):

Date: _____

Date: _____

Date: _____

Signature of Union Official:

Title: _____

Date: _____

Filing: 1 copy - Office of Human Resources/Labor Relations
 1 copy - Food Service Department Office
 1 copy - Union President