

**BCFSU Negotiations
Tentative Agreement
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Section 7.9 Longevity/Merit Pay Formula

A longevity/merit factor shall be credited to paid for years of service to members of the Food Service Union that will accumulate after each year of service with no disciplinary suspensions for the work year according to the following schedule:

Upon accumulation of 10 credits, During the tenth (10th) through the fourteenth (14th) years of service members will be paid an additional three percent (3%) of the individual's base hourly rate.

Upon accumulation of 15 credits, During the fifteenth (15th) through the nineteenth (19th) years of service members will be paid an additional a four percent (4%) of the individual's base hourly rate.

Upon accumulation of 20 credits, During the twentieth (20th) and all succeeding years of service the member will be paid an additional five percent (5%) of the individual's base hourly rate.

Eligibility for the above credits shall be determined as follows: If an employee is hired between July 1st and January 31st, the employee is eligible for a credit. If the employee is hired between February 1st and June 30th, the employee is not eligible for a credit until the following fiscal year.

The above employee's longevity/years of service shall be determined as follows: If an employee is hired between July 1st and January 31st, the employee's longevity/years of service 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/years of service 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 credit/years 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, if the employee meets the eligibility.

EXAMPLE:

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

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Section 8.5 Pre-Paid Legal

~~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, and 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.~~

NOTE: Strike this article. Distribute the dollars that are in this account equally among the employees who are members of the bargaining unit as of the ratification date.

Section 7.6 Uniform Allowance

There shall be a two hundred sixty dollar (\$260) twenty-five-dollar (\$225) annual allowance for uniforms, fifty percent (50%) of which shall be paid at the beginning of the work year and fifty percent (50%) of which shall be paid at the end of the first semester. Should an employee utilize an unpaid leave of absence per Article Xvii, sections 17.3, 17.5, 17.6, 17.7, 17.8, 17.9, and 17.10, or leave employment during the work year, the uniform allowance shall be pro-rated and any overpayment paid back to the District.

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WAGES

Year 1: Eliminate "Old Hire" FS Aide Scale. \$0.40 on-scale increase. Eligible members shall move one step on the wage scale. Members at Step 2 of the scale shall be given a \$100 off-schedule payment, less applicable withholdings. One level of longevity/merit pay credit provided, if eligible.

Year 2: \$0.40 on-scale increase, Eliminate Step 1 of the wage scale and modify educational improvement to require two years in the position before eligibility for educational improvement. \$0.50 increase upon attainment of the educational improvement. One level of longevity/merit pay credit provided, if eligible.

APPENDIX A

Grade	Classification	Step	2017/2018	2018/2019	2019/2020
1	FS Aide	1	9.25	9.65	
		2	9.25	9.85	10.25
	Ed Imp	3	9.25	10.15	10.75
2	Service Tech	1	10.91	11.31	
		2	11.06	11.46	11.86
	Ed Imp	3	11.23	11.63	12.36
3	Asst. Cook / Van Driver	1	11.27	11.67	
		2	11.45	11.85	12.25
	Ed. Imp.	3	11.63	12.03	12.75
4	Gen Cook	1	11.86	12.26	
		2	12.01	12.41	12.81
	Ed. Imp.	3	12.25	12.65	13.31

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Introduction

THIS AGREEMENT entered into this 1st day of March, 2017, 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".

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, 2018, ~~March 1, 2017~~, and shall continue in full force and effect and be legally binding on the parties hereto, through June 30, 2020, ~~2018~~, 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 the 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 28th day of _____ February 2017.

BAY CITY PUBLIC SCHOOLS
FOOD SERVICE UNION

BAY CITY BOARD OF EDUCATION

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MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and

THE BAY CITY FOOD SERVICE UNION

Educational Improvement Program

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

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

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

1. To have completed at least two years in 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.

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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

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Section 8.2 – Health Insurance

The District will contribute 90% of the hard cap limits (through PA 152) for Medical, Dental and Vision plans and maintain the medical benefit plan coverage year at July 1 to June 30. The Association may select other products annually for the duration of this contract. Should the medical benefit premium cost fall under 90% of the State hard cap rates, the District will pay the difference in premium cost and hard cap contribution to the employee either through a HSA contribution (if enrolled in the CDHP HSA plan).

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The annual Employer paid amounts shall adjust at the beginning of each plan year (July 1 through June 30), at 90% of the maximum State Hard Cap permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

Any premium, or deductible above the 90% of Hard Cap will be the responsibility of the employee and will be contributed through payroll deduction in equal bi-weekly amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ if enrolled in a CDHP plan. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by Federal Law.

If selected, employees who enroll in a BCBS Simply Blue PPO Medical plan shall have the employer's contribution paid towards the medical plan premium, and the Dental and Vision plans (as outlined above).

If selected, employees who enroll in a BCBS Simply Blue HSA plan shall have the employer's contribution paid as outlined above. Should the premiums be less than 90% of the Hard Cap, the difference will be deposited into the employee's HSA account in equal amounts on a monthly basis.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by federal law.

For the 18/19 medical benefit plan coverage year, employees shall have the following BCBS medical plans available:

1. BCBS Simply Blue PPO, \$250/ 500, \$20 OV, 10/40/80 Rx
2. BCBS Simply Blue PPO, \$1000 / 2000, \$30 OV, 10/40/80 Rx

For the 19/20 medical benefit plan coverage year, employees shall have the following BCBS medical plans available:

1. BCBS Simply Blue PPO, \$250/ 500, \$20 OV, 10/40/80 Rx
2. BCBS Simply Blue PPO, \$1000 / 2000, \$30 OV, 10/40/80 Rx

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3. BCBS Simply Blue HSA, \$1350/\$2700

Section 8.3 Dental Insurance

The Board shall provide dental insurance for all unit members assigned five (5) or more hours per day as follows: The Board shall provide dental insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. ~~The monthly Board paid premium for dental insurance has been identified above. The dental coverage levels of Co insurance as described in the summary of benefits are 100% the responsibility of the member. The dental insurance plan is included in the Appendix "C" of the contract.~~

~~Bi-weekly payments for the employee's portion of dental 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.~~

For those unit members assigned less than five (5) hours per day, the Board shall provide employee-only dental insurance ~~as stated above under the same provisions. At the employee's option, full family coverage may be purchased by the employee (employee paying 100% of the differential in cost through a Section 125 plan).~~

Section 8.6 – Employee Vision Care

The Board shall provide full family vision insurance for all unit members assigned five (5) or more hours per day through either a fully-insured or self-insured program for a full twelve month period. For bargaining unit members assigned to less than five (5) hours per day, the Board shall provide employee-only vision insurance. At the employee's option full family coverage may be purchased by the employee (employee paying 100% of the differential in cost (through Section 125). ~~The monthly Board paid premium for vision insurance has been identified above. The vision coverage levels of Co insurance as described in the summary of benefits are 100% the responsibility of the member. The vision insurance plan is included in the Appendix "C" of the contract. The member will need to complete a declination form when making a decision not selecting insurance coverage.~~

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~~Bi-weekly payments for the employee's portion of vision 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.~~

Section 8.7 Cash/Annuity In Lieu

~~Bargaining unit members who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive an annuity of one hundred dollars (\$100.00) per month under Section 125 of the Internal Revenue Code toward a plan currently payroll deducted by the Board or a cash option payment of one hundred dollars (\$100.00) per month. In addition a fund will be established to share savings related to an employee's decision to select an annuity payment in lieu of selecting District provided health insurance coverage. An employee may only be eligible for cash in lieu if he/she presents documentation to the Business Office that they already have health insurance that meets the minimal standards of the Affordable Care Act to the extent required by the ACA.~~

~~An amount equal to 40% of the District's portion of the health insurance premium relinquished by the employee will be added to a fund for any individual that selects the annuity option over the number of individuals (based upon the current census of June 1, 2016) that had selected the annuity option (See attached illustrated example in Appendix "D")~~

~~Furthermore, the level of health insurance premium used for this calculation will be based on the employee's previous choice of coverage prior to selecting the annuity option, single coverage, two person coverage, or full family coverage as defined in the "Base Plan".~~

~~Payment of any savings over the fixed monthly annuity payment of \$100 dollars per month will be paid in a lump sum amount no later than June 30th of the fiscal year in which the annuity option was selected in a separate check.~~

~~If an employee selects the annuity option or requests a change in coverage at a time other than open enrollment, the amount added to the annuity fund will be adjusted to reflect this change.~~

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~~In the event an individual who has a spouse employed by the district (and who is currently primary insurance holder) moves from the primary insurance holder to the annuity option, this individual will not be included in the annuity savings calculation.~~

~~The amount of cash option payment may be applied by the employee toward an annuity plan under Section 125 of the Internal Revenue code currently payroll deducted by the Board.~~

The member will need to complete a declination form when making a decision not selecting insurance coverage.

Bargaining Unit members hired after June 30, 2011 and who work less than a six (6) hour day do not qualify for health insurance coverage; thus, they are not eligible for the annuity in lieu of health insurance.

The employee during the first thirty (30) days of the new school year and during the first thirty (30) days of the second semester if changes have occurred.

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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 & Employee 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.

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Section 16.1 Allowance

~~The amount of sick leave shall accumulated at the rate of one (1) day for every fifteen (15) days worked. Accumulation shall be unlimited for bargaining unit members employed in this unit prior to -September 1, 2018-. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the Food Service office.~~

Bargaining unit members hired into this unit on or after September 1, 2018 shall accumulate no more than 125 sick days.

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Section 17.6 Childrearing

A child rearing leave of up to ~~one (1)~~ six (6) months year shall be granted without pay. A request for an additional six (6) month extension may be made, in writing, to the Director of Human Resources and Employee Relations. 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.

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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 Nutrition 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 Nutrition 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.
- G.) Employees shall be paid at their "normal" rate of pay for the first ~~two (2)~~ three (3) school closings per school year. The "normal rate" would either be for the position awarded to the member by the bid process or by notification of management to the member of its intent to have that member substitute in another position, prior to the closing notice, whichever is the greater in amount of pay.

In the event the District is closed beyond ~~two (2)~~ three (3) days, for any days not rescheduled by the district, employees may elect to use sick leave days provided the employee has a balance of twenty (20) or more accumulated days. Payment for such school closings beyond the initial ~~two (2)~~ three (3) shall be paid at the employee's bid position rate of pay at the end of the employee's work year. Employees must notify the Food Service Office by May 15 to qualify for the lost day's pay.

— The practice for paying bargaining unit members by the Board for days that are rescheduled in order to comply with the "State Aid" Act that are due to "acts of God" or for "acts of man" that close school facilities, shall be:

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Sharon Castaneda

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~~1. For the first two (2) days that schools are closed in a school year, bargaining unit members shall be paid at their normal rate of pay for that day. The "normal rate" would either be for the position awarded to the member by the bid process or by notification of management to the member of its intent to have that member substitute in another position, prior to the closing notice. Whichever is the greater in amount of pay.~~

~~2. For all subsequent days for which schools are closed on scheduled days during the school year, the members shall now be paid at the appropriate rate of pay for the number of hours worked, at the negotiated rate of pay as determined by the master agreement between the parties. The pay shall occur at the appropriate pay day after the days are actually worked by the bargaining unit member.~~

~~The following is an example of how this agreement would be implemented:~~

~~"Should the District close its buildings due to excessive snow fall in December, and that closing was the third scheduled calendar day of the school year in which the buildings had been closed, the procedure shall be:~~

~~1. Bargaining unit members shall NOT be paid for that "snow day", when it occurs.~~

~~2. In June, or whenever the missed day is made up, bargaining unit members shall be paid for the hours, position and all other factors~~

~~as are described for the work that they performed, on the day that the work was accomplished. That pay shall come to the bargaining unit member in the appropriate pay at that time.~~

H.) In the event of a delay in the starting time for school, members shall arrive as soon as possible depending on the conditions from their home to the work site, but no later than the revised starting time beyond a member's normal start time.

The following is an example of how this would be implemented.

If a two-hour delay is announced, the member shall arrive as soon as possible (as designated above), but no later than two hours beyond their normal start time for their position.

In the event the School Aid Act requires the scheduling of additional days/hours of student instruction because of school district closings or delays caused by conditions not within the control of school authorities, such additional days/hours will be rescheduled. Members shall be paid for days/hours when the school district is closed or delayed in accordance with

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past practice but shall not receive additional pay for the additional rescheduled days/hours.

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Section 21.0 — Death Benefits – Incorporate into Section 21.1

~~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) 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 as a death benefit.~~

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

Section 21.04 Retirement Benefits / Death Benefits *BB* *SO*

Upon the retirement or death 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:

For all employees hired on or before ^{aug 31st BB} ~~June 30th, 2018~~, One (1) day's pay shall be granted for each day of accumulated sick leave, not to exceed ninety-six (96) days. For all accumulated sick leave beyond ninety-six (96), 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.

For all bargaining unit members hired into this unit on or ^{Sept 1 2018} ~~after July 1, 2018~~ and who retire under MPERS with at least 15 years of service (or upon their death while employed), a payment will be made of \$30 per day for each accumulated sick leave day, up to 125 days.

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

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

For a member not qualifying for retirement, the Employer will, on behalf of the member, use Severance plan dollar amounts to purchase pay off monies owed towards a service credit purchase in order to qualify for retirement under the guidelines and conditions as established by the Michigan Public School Employees Retirement System (MPERS). No additional years of service credit beyond the qualifying amount will be purchased.

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Each individual member's Severance Employer-paid, non-elective funds as outlined in paragraph 1 above will be deposited into a Paradigm Equity 403(b) plan account set up for the individual member at the time payment is due. There is no cash option.

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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 Department of Human Resources & Employee Relations:

- 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 & Employee Relations.~~

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Jennifer Weiss

Sharon Castaneda
6-15-18

**BCFSU Tentative Agreement
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Section 10.0 Non-Interview Vacancy Notification

All non-interview bargaining unit vacancies shall be filled during a bid process.

The non-interview vacancies shall be posted and the bid shall be held within twenty (20) work days of when a position becomes vacant or is known to become vacant. If the twentieth day is a holiday, the bid shall occur on the next regular work day.

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

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 Department of Human Resources & Employee Relations at the Administration Building. Following the posting of vacancies at each food service production kitchen by the Director of Nutrition Services 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 no later than the first (1st) Wednesday of June.

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Jennifer Davis

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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. If the license is not obtained within two (2) weeks from the award date, the position will be offered to the next person on the seniority list.
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 Department of Human Resources & Employee Relations.
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 Nutrition Services and the Director of Human Resources & Employee Relations 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 Article X and XII.

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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.
- 1-2. The bid process shall take place during the even months of the year at a place and time that is mutually agreed upon by the Union and the Director of Human Resources and Employee Relations.
- 2-3. The time and place for the Open Bid Process shall be determined by Article X, VACANCY. This information shall be included in the job posting.
- 3-4. It is the duty of Administration to conduct the Open Bid Process. The Union's role is as observers.
- 4-5. All bargaining unit members, including those on lay-off and leave, are eligible to participate if she is present at the Open Bid Process.
- 5-6. 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.
- 6-7. 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).
- 7-8. Any position left unfilled in the Open Bid Process shall be filled by the Administration.

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~~8-9.~~ 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.

~~9-10.~~ All filled positions shall be occupied the first Monday following the Open Bid Process unless the Union and Administration agree to another time.

~~10-11.~~ 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 Nutrition Services.

a. 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 Nutrition Services. Her position shall be declared vacant.

~~11-12.~~ A Bargaining Unit Member, when assigned to a new and unfamiliar position, may request, and at the discretion of the Director of Nutrition 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.

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6-15-18

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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, not to exceed regular net pay.

TA 6/15/18
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6-15-18

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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.~~

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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.~~

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Quinn Stutz

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6-15-18

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 of white or black slacks of washable poly/cotton blend fabric (no jersey knits).
- C. The employee will choose a uniform top of washable fabric from the following options:
 - 1. A uniform top selected and agreed upon by the parties and in the colors agreed upon by the parties (currently: Black, Bright Blue, Bright Green, and /or Fuchsia).
 - 2. A long, close fitting sleeve may be worn in cold weather underneath the uniform shirt.
 - 3. Employees may wear school pride shirts on spirit days identified by the building principal, and on school pride Fridays, consistent with that allowed for other employees in a particular building.
- 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.
- F. 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.
- G. When subbing for a Food Service Supervisor 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
- H. The employee name badge is considered a part of the uniform and should be worn when on duty.
- I. Jewelry is to be kept to a minimum, i.e. small, post-type (non dangle) earrings, wedding rings.

*Sharon
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Jennifer Guss*

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- J. Any deviations must be discussed with the employee's Food Service Supervisor who must clear them with the Director of Nutrition Services.
- K. All nails must be natural (not artificial), clean, free of painting/decoration and no longer than the fingertip.
- ~~K.~~L. 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 meet and review the uniform shirt options every other year beginning with the 2018-19 school year. The Committee will make a decision prior to June 30 for implementation the following year.

Sharon
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6-15-18

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