

AGREEMENT
between
BENTLEY COMMUNITY SCHOOLS
and
LOCAL 1918 CHAPTER Q
COUNCIL #25, AFSCME, AFL-CIO
(Food Service)

July 1, 2019-June 30, 2022



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AGREEMENT
between
BENTLEY COMMUNITY SCHOOLS
and
LOCAL 1918-Q, COUNCIL #25, AFSCME, AFL-CIO

Preamble

This agreement is made this 21st day of June, 2019, between the Board of Education of the Bentley Community Schools of Genesee County, Michigan, hereinafter referred to as the “Board” and the Bentley School Employees, Chapter Q of Local Union No. 1918, affiliated with Council #25 and chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.”

The Union recognizes the responsibilities impose upon it as the exclusive bargaining agent for the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the Board must, within the existing framework of the statutes of the State of Michigan, maintain the schools within the Bentley Community School District as efficiently and at the lowest possible cost consistent with fair labor standards. The Union undertakes that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

The parties ascribe to the principle of equal opportunities and share equally the responsibility for applying the provisions of this Agreement equally and without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

Article I: Recognition

- A. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement. The employees of the Board that are a part of this bargaining unit are as follows: Regular full-time and regular part-time employees that are employed by the Board as: cooks, and head cooks; all other employees and substitutes of the Board are specifically excluded.
- B. If at any future date a new position is created, the parties will meet to discuss the position's appropriateness for inclusion in the bargaining unit and the placement of the position in the proper classification.
- C. If at any time in the future a new position is created in the bargaining unit, the parties will meet to negotiate wages, hours and conditions of employment.
- D. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above and reference to male employees shall include female employees. The term "Board" and "Employer" when used herein shall refer to the Board of Education and its designated representative.
- E. In the event the Bentley Community Schools should merge or consolidate with another school district, the Board of Education agrees, at least sixty (60) days prior to any public vote on a merger or consolidation, to discuss the matter with the Union.

Article 2: Board Rights

- A. The Union recognizes that the Board has the responsibility and authority to manage and direct, in the behalf of the public, all the operations and activities of the School District to the full extent authorized by the law.
- B. The Union further recognizes that all such lawful operations and activities as exercised by the Board shall be in conformity with this Agreement.

Article 3: Definitions

- A. Regular full-time employees are:
 - 1. Cafeteria employees who work thirty (30) hours per week.
- B. Regular part-time employees are:
 - 1. Cafeteria employees who work less than thirty (30) hours a week.
- C. Temporary employees are employees who are hired for and work less than thirty (30).
 - 1. Temporary employees are employees who are hired for and work less than thirty (30) working days. The Board will not hire consecutive temporary employees, thereby eroding the bargaining unit.
 - 2. The Board will notify the Chapter Chairperson of temporary employees employed within the classification of the bargaining unit. Temporary employees will not exceed thirty (30) working days of employment.
 - 3. Temporary employees are not bargaining unit members.
- D. Student employees are Bentley students hired on a part-time basis to perform non-bargaining unit work as mutually agreed between the Board and the Union.
- E. Substitute employees are hired for and work on a day-to-day basis to replace regular employees for short periods of time. Substitute employees may fill in as a regular employee until the regular leave status is terminated as outlined in Article 12.C.

Article 4: Representation

- A. The Union shall be represented by a committee of four (4) stewards, four (4) alternate stewards and the Chapter Chairperson. The designated steward shall represent all employees working in a particular job classification (dietary, transportation).
- B. The Union will furnish the Board with the names of its officers, stewards and alternates, and such changes as may occur from time to time in such personnel.
- C. In the handling of a grievance, if it becomes necessary for the steward to leave their work, they shall first notify their supervisor or principal. The steward leaving their work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; this will be done as expediently and with as little interruption of work as possible. An abuse will be grounds for disciplinary action.
- D. If the steward is required to go to another building other than their own in handling of a grievance, the principal at both buildings (or all buildings involved) must be notified. Stewards will check in and out of the respective buildings.

- E. Except as set forth above, no steward or any other employees shall be granted time off for the purpose of handling Union matters, affairs or grievances unless specific permission has been granted by the Supervisor or Building Principal.

Article 5: Grievance Procedure

- A. Grievance
 - 1. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.
 - 2. Grievances may be processed during working hours, provided immediate necessary functions are maintained.
- B. Step One: Within ten (10) working days (days affected employee(s) actually worked) of the time a grievance occurs, the employee(s) and the Steward shall present the grievance to their immediate supervisor. Grievances filed by cooks, head cooks, the immediate supervisor shall be defined as the Shared Time Food Service Director, with the object of resolving the matter informally. Within five (5) working days after presentation of the grievance, the immediate supervisor shall give their answer orally to the employee(s).
- C. Step Two: If the grievance is not resolved in Step One, the employee(s) must, within five (5) working days of the receipt of the Administrator's answer, submit to the immediate supervisor a signed written "Report of Grievance." The "Report of Grievance" shall contain the following:
 - 1. The name of the grieving employee or group of employees.
 - 2. Nature of grievance, including contract provisions violated and persons violating them, if possible.
 - 3. The specific relief that is requested.
 - 4. The signature of the employee or employees involved.
 - 5. The immediate supervisor shall give the employee(s) an answer, in writing, no later than five (5) working days after receipt of the written grievance.
- D. Step Three: If the grievance is not resolved in Step Two, it must be submitted within ten (10) working days to the Superintendent. The Superintendent shall meet with the involved parties within ten (10) working days of receipt of the grievance in an attempt to resolve the matter. The Superintendent shall give the employee(s) an answer, in writing, within five (5) working days of the conference with the employee(s).
- E. Step Four: If the grievant(s) is not satisfied with the disposition by the administrator in D. above, the grievance shall be submitted to the Board of Education's Review Committee within ten (10) working days of the Employer's answer at Step 3. This Committee shall be composed solely of members of the Board of Education. Within ten (10) working days from receipt of the written referral to the Board, its Review Committee shall meet with the grievant(s), or grievant'(s) Steward

and/or a Representative of the Union. A decision shall be rendered within five (5) working days of the above-mentioned meeting.

- F. Step Five: If the grievant(s) is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within five (5) working days of the meeting outlined in E. above, the grievant may, within thirty (30) working days of the meeting, refer the grievance to arbitration.
1. The grievance shall be forwarded to the American Arbitration Association and the parties shall proceed under procedure of the American Arbitration Association until resolution.
 2. The decision of the arbitrator shall be final and binding on both parties.
- G. It shall be the function of the arbitrator and he/she shall be empowered, except as their powers are limited below, to make a decision in cases of alleged violation, misinterpretation or misapplication of the specific articles and sections of this Agreement. A decision shall be rendered within thirty (30) calendar days.
1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the part incurring them and neither party shall be responsible for the expense of witnesses called by the other.
 3. A grievance which is not referred to the next step by either party in the grievance procedure within the time limits provided herein shall automatically be judged as accepted, unless mutually extended in writing by both parties.
 4. The time limits provided in this section shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the time limits may be reduced by mutual agreement of both parties in order to effect a solution prior to the end of the school year or as soon thereafter as is possible.
 5. Notwithstanding the expiration of this Agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.
 6. Paid leave shall be provided any member of the bargaining unit who is called by the Board to testify at an arbitration hearing during normal working hours. Leave shall be provided any employees of the Board that is called by the Union to testify at an arbitration hearing that is held during the employee's normal working hours, the cost of a substitute shall be reimbursed to the Board by the Union.
 7. Nothing contained herein shall be construed to prevent any individual member of the bargaining unit from presenting and processing a grievance and having said grievance adjusted without intervention of the Union, providing said adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at such adjustment.

In the event that a grievance is filed that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may by mutual consent, in writing, send the grievance directly to binding arbitration.

8. An individual's grievance may be withdrawn at any step without prejudice, but that individual's same grievance shall not be filed a second time.
9. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

Article 6: Special Conference Clause

Special conferences on important and urgent matters relating to the interpretation and application of this Agreement will be arranged at mutually agreed times, between the Union and the Board (or its representatives), upon the request of either party. At least two (2) representatives of the Union and two (2) representatives of the Board will attend these meetings. Arrangements for such meeting shall be made in advance and an agenda of matters to be discussed shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda. These conferences shall not be intended as meetings for the purpose of negotiating changes in this Agreement or the resolving of grievances that have been filed.

Article 7: Discharge and Discipline

- A. Discharge
 1. The Board shall not discharge or discipline any non-probationary employee without cause. Disciplinary action taken by the employer will be dependent upon the nature and seriousness of the offense or infraction. Disciplinary action assessed in instances of minor offenses or infractions shall be progressive in nature, i.e., oral counseling, written reprimands, suspension, and discharge.
 2. The Board agrees to notify the Union, in writing, in the case of suspension or discharge.
- B. The discharged or disciplined employee will be allowed to discuss their discharge or discipline with their steward and the Board will make available an area where they may do so before they are required to leave the property of the Board. Upon request, the Board or their designated representatives will discuss the discharge or discipline with the employee and the steward.
- C. Should the employee consider the discharge or discipline to be improper, the Union's complaint shall be presented, in writing, to the Superintendent or designee within three (3) regularly scheduled working days after the discharge or discipline is received by the Union. The Superintendent or designees shall give an answer to the Union within five (5) regularly scheduled

working days after receiving the complaint. If the answer is not satisfactory to the Union, the matter may be referred to the grievance procedure commencing at Step 4 (Board Committee) level. If a grievance is not filed within five (5) regular working days by the employee or the Union, it shall be assumed that the answer was accepted and the right to use the grievance procedure is waived.

Article 8: Seniority

- A. New employees hired, other than substitutes and temporary help, shall be considered as probationary employees for sixty (60) calendar days, excluding holiday and summer shutdowns where applicable. There shall be no seniority among probationary employees. When a probationary employee finishes the probationary period, they shall be entered on the seniority list and shall rank for seniority sixty (60) calendar days prior to the day they completed the probationary period. The sixty (60) day probationary period shall be extended for any absences totaling more than five (5) days during that period by the amount of said absences. Probationary employees may be discharged with or without cause or hearing provided that discharge is not due to union activity.
- B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Board will have the right to discharge and take disciplinary action involving a probationary employee without a grievance filed or processed, except for Union activity or affiliation. Probationary employees shall be eligible for fringe benefits provided for in this Agreement on the first day of the month after ninety (90) days after commencement of work.
- C. Payment for fringe benefits provided for in this Contract shall be terminated on the date of termination for those employees who are properly discharged or who voluntarily quit.
- D. The seniority list shall show the names and job titles of all employees in the unit entitled to seniority in the classification and in the bargaining unit as of the employee's most recent date of hire.
- E. Seniority lists will be provided to the Union and posted by November 1st each school year. The Union/Employees will file any objections to the list within fifteen (15) days; thereafter the list shall be final and conclusive.
- F. Seniority shall be applicable for layoff and recall within the job classification. Seniority shall also be applicable for vacation preference with twelve-month employees.
- G. Seniority shall not be affected by the race, sex, age, creed, national origin, political or Union affiliation or marital status of the employee, but no employee shall be entitled to promotion to a job or status for which they are not qualified.
- H. When more than one (1) employee is hired on the same day, the last four digits of the social security number of those employees who are tied shall be utilized and the employee with the lowest number shall be deemed the most senior employee.

- I. An employee shall lose seniority and terminate employment with the Board for any of the following reasons:
 1. Employee quits or retires.
 2. Employee is discharged and the discharge is not reversed.
 3. Employee is absent for more than two (2) consecutive working days without notification (may be waived by Superintendent).
 4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
 5. If the employee overstays by more than two (2) days leave of absence granted for any reason unless an extension has been granted. This may be waived by the Superintendent.
 6. The employee is transferred to a position or job classification outside of the bargaining unit, except for transfer mandated by layoffs or cutbacks.
 7. If the employee gives a false reason for a leave of absence or paid leave or engages in other employment during such leaves.
 8. If a settlement with an employee has been made for total disability.
 9. If the employee falsifies information on their application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority).
 10. Is convicted or commits any felony or misdemeanor.
 11. Is convicted or commits any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the employer.
 12. Is under the influence of intoxicants or drugs.
 13. Steals Board property.
 14. Excessive absenteeism.

Article 9: Vacancies and Transfers

A. Transfers

1. Transfers for justifiable and legitimate reasons may be made by the Board or upon request of the employee, provided that such transfer does not result in a demotion or a reduction of pay rate.

2. A transfer is a lateral change within a job classification where there is no increase in pay rate: for example, a movement to another building or to another job within the same classification.
3. A transfer can be made at the following times:
 - a. At the start of the employee's regular work year.
 - b. Within ten (10) working days of receipt of a notice of an increase or decrease in working hours. The transfer to be made within fifteen (15) working days of notice in change of working hours.

B. Posting

1. Openings

- a. All job openings within the bargaining unit shall be posted for ten (10) working days in the office of each building setting forth requirements for the position, on applicable bulletin boards. A copy of the posting will be forwarded to the Union president at the time of posting. Interested employees shall apply, in writing, within the posting period. Openings shall be filled on a seniority basis, within the job classification, provided the applicant meets the qualifications of the position.
- b. If there are no applicants within the job classification, then the most senior qualified employee shall be awarded the position and shall be given a four (4) week trial period as outlined in B.2 below.
- c. If a bargaining unit employee is given a position in another bargaining unit job classification, they must surrender their employment in the previous job classification if the combined positions would require that they work more than eight (8) hours per day or forty (40) hours per week.
- d. When there is a job opening in the bargaining unit, prior to the Board exercising their right to privatize said opening, as outlined in Public Act 112, the opening will be posted as outlined in the above Sections 1.a-c.

2. Trial Period

- a. During the four (4) week trial period, the employee shall have the opportunity to revert back to their former position.
- b. In the event an employee is unsatisfactory in the new position, they shall be returned to their previous position, and reasons shall be submitted by the employee in writing. The matter may then become a proper subject for the grievance procedure.
- c. During the trial period, employees shall be paid the rate of the job they are performing.
- d. Employees required to work in a higher classification shall be paid the rate of the higher classification.

C. Promotions

1. Promotions within each job classification will be made on the basis of ability and seniority. A promotion is an upward change in an open job classification within each department which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime or premium pay.
2. Employees will be promoted into the new position within ten (10) working days after they have been given notice that they have been accepted for the new position.
3. In the event that more than one (1) opening exists at any one time, all openings may be posted at the same time for the ten (10) working day period. Employees interested in applying shall submit their application, in writing, stipulating 1st, 2nd, 3rd, etc., preferences.

D. Resignation

Employees shall notify the Superintendent, in writing, of their intent to resign as soon as possible, but preferably no later than two (2) weeks before the effective date of the resignation. Openings shall be posted in advance, when practical, and if not, within five (5) working days after an opening that is to be filled occurs.

E. Elimination of Position

The Board will notify the Chapter Chairperson within five (5) working days when a bargaining unit position becomes vacant and the Board does not plan to fill the position with another person.

Article 10: Layoff and Recall

- A. Nothing in this Agreement shall prevent the Board from reducing its work force when conditions of workload, school attendance, and physical condition of premises or economics of the School District dictate. The School District alone shall have the right to determine when and if any of its employees are to be the subject of any layoff and shall be the sole judge of how long such conditions shall continue. In the handling of any such reduction of work force, the following conditions shall prevail:
1. As used in this Article, the term "layoff" shall mean a reduction in working force of the School District due to any of the causes mentioned above or any other comparable cause which would dictate, in the course of sound business management, a reduction in the work force.
 2. When reduction of staff is necessary within the classification, layoffs shall be as follows:
 - a. Substitute employees.
 - b. Temporary employees.

- c. All probationary employees.
 - d. All part-time employees.
 - e. Full-time employees, in accordance with seniority within the classification. The employees may then exercise their seniority rights and bump less senior employees **within their classification**, providing they are qualified and able to perform the work.
3. In the event the School District anticipates the layoff of any one or more employees, the Union and each employee to be laid off for such an extended period shall receive at least ten (10) working days' notice in advance of such layoff.
- B. When the working force is increased after a layoff, employees shall be recalled according to seniority within their classification. Notice of recall shall be sent to the employee, at their last known address, by registered or certified mail. Within five (5) working days after receipt of the recall notice, the employee shall notify the Board of their intention to return to work or they shall be considered to have voluntarily quit their employment. Exceptions may be granted for cause at the discretion of the Board.
- C. Employees on layoff status shall be eligible to recall equal to his/her seniority or up to a maximum of three (3) years, whichever may apply. In the event a member of the bargaining unit is recalled for at least fifteen (15) consecutive working days, the recall period shall be extended.
- D. Recall
- 1. Laid-off employees will be called first when there is a need for a substitute on a seniority basis.
 - 2. A substitute, laid-off employee may fill in for a regular employee until the employee returns to work or until the leave status is terminated as outlined in Article 12.C. Substitute laid-off employees shall be paid at the experience level rate they had attained at the time of layoff. The Board will not hire consecutive substitute employees unless there are no laid-off employees in the work classification available.
 - 3. Notice of substitute employment, ten (10) consecutive scheduled work days or more, shall be sent to laid-off employees, at their last known address, by registered or certified mail. Within three (3) days of receipt of notice, the laid-off employee shall notify the administration office of his/her intention to work. Laid-off employees who refuse work shall not be entitled to work until other laid-off employees with less seniority have been offered work for the same vacancy.
 - 4. This section shall apply to laid-off employees in classification for work within the same classification.

Article 11: Union Security

A. Coercion

1. The Union, its agents, officers and representatives, shall not intimidate or coerce employees to join the Union. If a dispute arises as to whether an employee was a member of the Union on a vital date or whether an employee was intimidated or coerced into joining the Union, the dispute may be submitted to the grievance procedure.
2. The parties to this Agreement hereby affirm their adherence to the democratic principles of free un-coerced choice and agree that they shall not discriminate against any employee covered by this Agreement because of membership or non-membership in the Union.

B. The Union agrees to indemnify and save the Board, each individual School Board member, and all administrators harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

C. If at any time during the duration of this Contract, the Union authorizes, causes or engages in, or sanctions any strike or work stoppage of any kind, or pickets or if there is a refusal to perform the duties of employment by employee or employees, then this Article shall become null and void for the duration of the work stoppage.

Article 12: Leaves of Absence

A. Leave of Absence

1. The Board may grant a leave of absence, without pay or longevity, where good cause is shown for a period not to exceed thirty (30) calendar days. The leave may be extended or renewed by the Superintendent for additional periods of thirty (30) calendar days for reasons which, in the opinion of the Superintendent, are satisfactory. No leave under this Section shall exceed six (6) calendar months from the date of the initial request.
2. All requests for leaves of absence must be in writing and signed by the employee. All responses to requests for leaves of absence must be answered, in writing, within five (5) working days of receipt of request.
3. An employee who works for another employer during this leave who gives false reason for leave or fails to comply with A.1 above shall be disciplined up to and including discharge.

B. Union Work

1. Members of the Union elected to union positions or appointed by the Union to perform work which takes them from their employment with the Board shall, at their request, receive a temporary leave of absence up to a period not to exceed one (1) year and said unpaid leave shall be renewable for an additional year for like cause. Employees desiring leaves under this Section shall notify the Superintendent at least sixty (60) days in advance of the date on which

such leave is to become effective and shall specify the facts giving rise to the request for such leave. No more than two (2) employees shall be off on leave under this Section at any one time. No seniority shall accumulate during the leave.

2. Unpaid leaves of absence for Union business up to one (1) week shall be granted upon receipt of a written notice two (2) weeks prior to the date of the leave requested. No more than two (2) employees shall be off on leave under this Section at any one time.
- C. A non-probationary employee, who worked a minimum 1,250 hours in the previous year, may be granted up to twelve (12) weeks leave in accordance with the Federal Family and Medical Leave Act (FMLA). The employee may use accumulated sick leave, if any, combined with unpaid leave. Nothing shall preclude an employee from exhausting accumulated sick leave even if it exceeds twelve (12) weeks.
1. If the employee is on a reduced schedule or intermittent schedule, the Employer may transfer the employee to maintain efficiency.
 2. The Employer may require the employee to provide medical verification of the employee's or family member's illness, pursuant to FMLA.
 3. The Employer shall continue all health benefits for up to twelve (12) weeks for those employees receiving such benefits of the leave or until the employee's sick leave is exhausted whichever is greater.
 4. If the employee fails to voluntarily return from leave at its expiration, the Board shall have the right to recover all premium payments.
 5. This provision shall be administered consistent with the Federal Family and Medical Leave Act.
- D. The position of an employee on leave of absence will be held open under the following conditions:
1. An employee on an authorized unpaid personal leave of absence not exceeding three (3) months shall return to his/her former position.
 2. An employee on a sick leave of absence not exceeding six (6) months shall return to his/her former position.
 3. An employee on a leave of absence extending beyond the specified time limits in 1 and 2 above shall be placed on the top of the re-employment list for a vacancy for his/her respective classification for an additional period of time equal to the limits of the leaves listed in 1 and 2 above.
 4. Exceptions to the above may be granted for cause at the discretion of the Superintendent.
 5. Substitute employees hired to replace employees on leave under 1 and 2 above shall not accrue seniority for this employment nor shall they be counted as regular employees.
 6. If an employee does not return to employment from a leave listed in 1 and 2 above, then this position shall be considered vacant and shall be filled as prescribed elsewhere in this Contract.

E. Jury Duty

1. The employee who received a jury duty interview and appearance notice will notify the Superintendent or designee as soon as possible prior to their appearance date. It is understood and agreed that an employee shall be required to report for work any days when they are not sitting as a juror.
2. Employees complying with the above provision may, at their option, be compensated at their regular rate of pay for their hours lost while serving on jury duty, plus reasonable travel and clothes change time after turning in their jury duty pay.

F. Time spent by employees in Court under a subpoena as a result of their employment shall be considered as time worked. All subpoena fees and mileage received shall be submitted to the Superintendent. This Section shall not apply to suits against the Board by or for the employee.

G. Cooks

1. All regular full-time cooks shall be entitled to eight (8) leave days and all regular part-time cooks shall be entitled to two (2) leave days each July 1 for the ensuing fiscal year, provided that the employee works a minimum of 50% of the hours scheduled in each work month. Note that part-time designation is for those employees working less than 30 hours per week.
 - a. Employee sickness
 - b. Personal reasons. In the event an employee wants off for a personal reason (other than prior to holidays or immediately following), they must notify their immediate supervisor, in writing, at least forty-eight (48) hours prior to the date of the leave. Maximum number of days is four (4).
 - c. Emergency and funeral leave.
 - d. Vacation.
 - e. Cooks hired before January 1, 1992: All unused leave days at the end of the school year may be paid in cash at the employee's daily wage rate and shall be paid in his/her last pay in June. All unused leave days at the end of the school year may be paid in cash at the employee's daily wage rate and shall be paid in his/her last pay in June.
2. Unused leave days up to a maximum of twenty (20) days may be carried over to the next school year.
3. Personal leave days with pay or without pay may not be taken prior to and immediately following school holidays with the following exceptions:
 - a. Attending a funeral, emergency or illness.
 - b. By giving two (2) weeks written notice in advance of using leave prior to or immediately following a holiday, providing a qualified substitute is available.

- H. All regular full-time employees shall be granted up to three (3) consecutive working days, with pay, in case of the death of a member of the immediate family, which shall include: spouse, children, parents, grandparents, grandchildren, brother, sister and in-laws.
- I. Use of sick days for improper reasons shall result in discipline as described in Article 7.
- J. Employees working less than a full year shall have days prorated on the basis of the days worked.
- K. The Board may, at its discretion, require that employees provide medical data from the employee's doctor for any illness or injury that requires an employee to be absent from work for three (3) consecutive days or after six (6) separate absences in any fiscal year.
- L. Regular Part-Time Employees
 - 1. Regular part-time employees as defined in Article 3.B. shall be entitled to two (2) personal leave days per school year at the employee's average daily wage rate.
 - 2. Personal leave days with pay must be taken upon the approval of the immediate supervisor. The request must be submitted forty-eight (48) hours prior to the date of the leave, except in emergency.

Article 13: Vacations and Holidays

- A. Cooks – Holidays: All regular cooks shall be entitled to the following holidays with pay:
 - 1. New Year's Day
 - 2. President's Day
 - 3. Good Friday
 - 4. Memorial Day
 - 5. Labor Day
 - 6. Thanksgiving Day
 - 7. Day after Thanksgiving—if requested to work, will be given a compensatory day off at a date mutually agreed upon.
 - 8. Christmas Day
 - 9. Christmas Eve Day
 - 10. New Year's Eve Day

- B. In order to be eligible for holiday pay, all employees must be paid for the last full work day scheduled prior to the holiday and the first full work day scheduled after the holiday.

Article 14: Hours of Work

- A. The hours of work for each employee shall be assigned on a regular shift basis as determined by the Board. Employees shall be notified one (1) week in advance of any variance, unless mutually agreed upon by both parties.
- B. A one-half (½) hour lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department and as close to the middle of the shift as practical. Such lunch hour will not be considered part of the regularly assigned work day.
- C. Employees working an eight (8) hour shift shall be provided two (2) fifteen (15) minute relief periods or one (1) thirty (30) minute relief period in each eight (8) hour shift; employees working a seven (7) hour shift shall be provided two (2) ten minute relief periods in each shift; employees working a shift of six (6) hours or less shall be provided one (1) fifteen (15) minute relief period. Relief times will be assigned not to interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in lengthening of the lunch period or a shortening of the regular working day as scheduled unless specifically authorized by the immediate supervisor to cover unusual situations.
- D. The statements in this Article shall not be construed as a guarantee of hours per day or week.
- E. Time and one-half shall be paid for all time worked over eight (8) hours per day or forty (40) hours per week, when approved by the immediate supervisor. For the purpose of this Agreement, time paid shall be considered as time worked.
- F. Overtime pay shall not be pyramided. The regular work week shall be Monday through Friday, inclusive. Premium pay for Saturdays, Sundays and holidays will be paid as follows:
 - 1. Saturdays - Time and one-half
 - 2. Sundays - Double time
 - 3. Holidays - Double time in addition to regular holiday pay as defined in Article 13.
- G. Distribution
 - 1. Overtime work shall be distributed equally, insofar as practical, among those employees qualified to do the work available on such occasion. The opportunity to work shall be afforded to the employee who has the least number of overtime hours. Employees who refuse overtime shall be charged the number of hours as though they had accepted the assignment. A record of overtime hours shall be maintained and made available to the Union on request.

- a. Emergency overtime, when necessary to provide essential services, shall be mandatory. Otherwise, overtime shall be on a voluntary basis.
 - 2. Extra hours of work, less than overtime, shall be distributed equally, insofar as practical within each building, among those employees in each job classification.
 - 3. Cooks hired after January 1, 1992 can volunteer for additional hours as they become available but will still receive the benefits that a part-time employee would be otherwise eligible for.
 - 4. If and when it becomes necessary to call an employee back to work after they have ended their regular shift, they shall be called back for a minimum of two (2) hours pay at one and one-half (1 ½) times their regular hourly rate of pay. All call-back times must be authorized by an administrator.
- H. If an employee is knowingly going to be late, they shall notify their supervisor within one-half (½) hour of their starting time. Exceptions to this may be made in case of an emergency.
 - I. Cooks will be notified of after-school functions which involve the use of the kitchen and whether a cook in that building should be present.
 - 1. The cook shall be paid time and one-half (1 ½) their hourly rate for this work, with a two (2) hour minimum.
 - 2. Cooks shall be called on a seniority by building basis.
 - J. The following method shall be utilized when filling vacancies by the absence of the employee normally assigned to do the work:
 - 1. In the event of a vacancy of five (5) working days or less, the position shall be filled on a seniority basis from Cooks within the affected building.
 - 2. In the event of a vacancy or anticipated vacancy of greater than five (5) working days a Cook may request to substitute from one building to another, provided the move results in an increase of hours or wages. Such request shall be filled on a seniority basis.
 - K. Cafeteria employees will be paid for attending workshops and conferences provided that written approval has been received, prior to attending, from the Superintendent's office. Payment for attending will be at the cafeteria employee's regular hourly rate.

Article 15: Compensation

- A. Effective July 1, 2019 is the establishment of a two-tier pay scale.
 - 1. Tier 1: Head Cooks -- \$13.88/hour
 - 2. Tier 2: Cooks -- \$13.55/hour

- B. This reflects a wage increase of 5% for Head Cooks and 2.5% for Cooks.
- C. Longevity—Payments for continuous years of service as a cook or head cook in the School District shall be on the following schedule and paid with the first December paycheck:
 - 1. One year to less than 10 years \$100
 - 2. 10 years to less than 20 years \$200
 - 3. 20 years or more \$300
- D. Severance Pay: All regular full-time employees who have been employed by the Bentley Community Schools for ten (10) consecutive years or more, shall be paid, upon retirement, \$50.00 per year for each year over ten (10) employed. Effective July 1, 1988, they shall be paid \$100.00/year for those years accumulated after July 1, 1988. The first ten (10) years of employment shall be deducted from the total number of years for computing payment upon retirement (i.e., 20 years of service - 20 less 10 x \$50.00/year = \$500.00 severance pay upon retirement).

Article 16: Insurance Benefits

- A. Health Care
 - 1. The Board agrees to provide regular full-time employees with SET SEG health insurance. Employees will pay the cost of the health care premium over the hard cap limits.
 - a. Full-time employees” include only those employees defined as a “full-time employee” pursuant to the Patient Protection and Affordable Care Act. This definition includes, but is not limited to, the provisions contained in Section 4980H(c)(4) of the Internal Revenue Code, which currently provides that “the term ‘full-time employee’ means, with respect to any month, an employee who is employed on average at least 30 hours of service per week.
 - b. Employees who remain eligible for health care, if not working 30 hours per week, will be allowed to purchase it on a pro-rated basis with 30 hours equating to 100 percent.
 - c. If a husband and wife are both members of the bargaining unit, either, but not both, may elect medical insurance and one may select the annuity or cash provided in (2) below.
 - d. Employees may voluntarily elect not to take the health insurance outlined in 1.a above. Employees not electing this health insurance shall be eligible to receive \$145.00 per month, provided that a minimum of 50% of the members of the bargaining unit elect the option. If in the event that the number of bargaining unit members electing the option falls below 50%, the contribution shall be \$125.00 per month.

- e. Employees who have hospital/medical coverage through another paid source shall be given the option of retaining such alternative coverage or being covered under the existing Bentley School hospital/medical insurance program on the first day of the month immediately following the employee's completion of 90 calendar days of employment. In no event, however, will an employee be allowed to maintain dual hospital/medical coverage through Bentley Schools and through an alternate source.
2. Notwithstanding any other obligations in this Agreement, the Board reserves the right to, in its sole discretion, select a health insurance carrier to offer a "bronze" plan that provides "minimum value" pursuant to 26 USC § 36B(c)(2)(C)(ii). The Board shall not be obligated to select the same health insurance carrier for the "bronze" plan as the health insurance carriers providing health insurance to other bargaining unit members.
 3. Dental Insurance: Delta
 4. Term Life Insurance protection in the amount of \$45,000.00 shall be provided.
 - a. The amount of term life insurance shall be offset by the life insurance coverage included in health insurance provided in 1.a above.
 - b. Employees who have Board approved term life insurance have a 31-day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 31 days of their last day of employment.
 5. Vision Insurance. Provided by VSP.
 6. The Board agrees to provide all full-time employees long term disability insurance by SET SEG with benefits to be coordinated after utilization of the sick and personal leave provided in Article 12, Sections G and H.

B. Maintenance of Insurance

1. The Board agrees to maintain the insurance benefit listed above for an employee on sick leave for a period of three (3) months, except life insurance which shall be continued for six (6) months if a non-paid leave. Employees on any kind of leave other than sick leave, insurance premium payments by the Board will terminate with the end of the month the leave begins.
2. The Board agrees to maintain the insurance benefits listed above for an employee that does not normally work during the summer recess.
3. The insurance benefits listed above shall include employee, spouse of employee and eligible children of the employee, as defined by the carrier of the insurance.
4. In the event an employee's insurance benefits are terminated, they may continue, if desired, to go on a direct pay basis to the insurance carrier, at no cost to the Board, under the terms and conditions set forth by the carrier.

- C. Full-time employees who are returning from layoff or unpaid leave of absence, shall be eligible for Board paid insurance benefits upon submission of written applications. Coverage to be effective on the first day of the month following the month work commenced.
- D. Changes in family status shall be reported by the employee to the Superintendent's office within thirty (30) days of such change. The employee shall be responsible for any overpayment or underpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

Article 17: Miscellaneous

- A. Any amendment or agreement supplement to this Agreement shall not be binding on either party unless executed, in writing, and signed by both parties hereto.
- B. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or other established or to be established governmental administrative board, such invalidation shall not affect the remaining portions of this Agreement. Upon issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Sections or portions thereof.
- C. Conditions not specifically covered by the terms of this Agreement shall be maintained at their present level or higher for the duration of this Agreement.
- D. School Closing due to Unnatural Causes
 - 1. When the Bentley School(s) are closed due to natural causes, or acts of God, head employees covered by this Agreement will be paid for these days and may be called in to work. If employees are called into work and does not report they will not be paid for the day.
 - 2. Employees on a leave of absence or vacation as outlined in Articles 2 and 13, shall not be eligible for payment.
 - 3. School closing information will be carried on Flint radio stations.
 - 4. In the event a building(s) in the Bentley Schools are closed due to natural causes, acts of God, etc., and the Bentley Schools are open, head cooks and cooks may be called in to work at a building other than the one they are normally assigned. If they are called in and do not report for work, they will not be paid for the day. If they are not called in to work in another building, they will be paid for the day.
 - 5. Nothing in this Agreement shall limit in any way the right of supervisors and/or work leaders to perform emergency bargaining unit work providing it does not deprive bargaining unit employees of an opportunity to work.

- E. Resignations automatically forfeit all accrued rights and, in the event less than fourteen (14) days' notice, all benefits. In the event of re-employment, such employees shall be considered as a new employee.
- F. New work rules, or proposed changes in existing work rules, shall be posted on bulletin boards at least five (5) days prior to their effective date. Any unresolved complaint as to the reasonableness of any new or existing rules, shall be resolved through the grievance procedure at either the time the rule is established or applied. The Union may request a conference on a change in an existing work rule or a new work rule, said conference to be held within a fourteen (14) day period.
- G. Time lost by any unauthorized absences from duty will result in proportionate salary reduction.
- H. No employee shall be required to maintain or establish residency as a condition of employment nor shall any discrimination be exercised due to location of residency.
- I. Summer Work
 - 1. The Board and the Union agree that available summer work will be offered to school year employees. The employees interested shall submit, in writing, to the Superintendent his/her desire for temporary summer employment prior to April 30 of each year. Seniority shall prevail in the selection of applicants provided the employee is qualified to do the work. If no member of the bargaining unit who is eligible for the summer employment applies, then the Board may employ from any source.
 - 2. It is understood these summer positions are separate from the regularly scheduled school year employment. Bargaining unit employees that accept these summer positions shall not accrue any seniority for this summer employment.
 - 3. It is understood that employment for these summer positions is temporary and does not guarantee any such similar employment in subsequent years.
 - 4. Nothing in this Section shall prevent the Board from employing students in summer programs funded by outside funds nor shall such action abrogate the Board's right under Article 17F and Article 17.I.1. The number of students in this Section shall be no greater than the number of bargaining unit employees working during this period.
 - 5. If at any time a member of the bargaining unit that has accepted this summer employment qualified for or received unemployment compensation benefits as a result of this summer employment, this Section shall automatically become null and void.
 - 6. The wage rate to be paid for this summer employment shall be that wage rate as shown in this Contract for the starting wage of a custodial employee.
- J. The Board shall provide cooks upon ratification of contract, five (5) uniform shirts and five (5) aprons each school year. Cooks shall wear the shirts during all work hours.
- K. The employer will give the Union advance notice of upgrading in any job qualifications as they occur from time to time. Prior to implementing any proposed revisions in the content of existing job

descriptions, the Employer will provide the Union with a copy of the proposed revisions. The Union may schedule a special conference within five (5) working days of receipt of revisions.

- L. Team Leaders may/may not be assigned depending upon the needs of the District and the financial status of the budget. When Team Leader positions become vacant, Administration will post the position and candidates will interview for the position. The Administration will choose the best qualified candidate to fill the position. The Administration reserves the right to eliminate the position of Team Leader at any time. It is also agreed that past practices that are contrary to this contract, or are not addressed in the language of this contract, will no longer be considered past practices.

Article 18: Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 19: Duration of Agreement

- A. This Agreement shall be effective on the date that both parties have ratified it, and shall continue until the last day of June 2022, and from year to year thereafter unless either party shall notify the other, in writing, at least ninety (90) days prior to its initial expiration date, or any anniversary thereafter, that such party desires to terminate this Agreement. In the event that such notice is given, negotiations shall begin not less than sixty (60) days prior to the expiration or anniversary date.
- B. This contract allows for a wage re-opener in years 2 and 3 (2020 and 2021 respectively).
- C. This Agreement may be extended by mutual agreement on a day to day basis after termination.
- D. This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessees or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.