

AGREEMENT

between

BAY CITY PUBLIC SCHOOLS

and

BAY CITY FOOD SERVICE UNION

July 1, 2024

to

June 30, 2027

Bay City Public Schools
601 Blend Street
Bay City, MI 48706

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

Introduction

THIS AGREEMENT entered into this 6th day of May 2024 to be effective as of the date as set forth in Section 23.0 hereof by and between the Board of Education of the City of Bay City, Michigan, hereafter called the "Board" and the Bay City Food Service Union, hereafter called the "Union".

WITNESSETH

WHEREAS, the Board has a statutory obligation pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, to bargain with the Union as the representative of its Food Service employees with respect to hours, wages, terms and conditions of employment.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1.0 **Exclusive Recognition**

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

Section 1.1 **Exclusive Representation**

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

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

Section 1.2 Legal Rights

Nothing contained herein shall be construed to deny or restrict to any employee rights they may have under the Michigan General School Laws or other laws of Michigan or the Constitutions of Michigan and the United States. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II **RIGHTS OF THE UNION**

Section 2.0 Right to Organize

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

Section 2.1 M.E.R.C. Assistance

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

Section 2.2 Facility Utilization

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

Section 2.3 Freedom of Information

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

Section 2.4 District Budget

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

Section 2.5 Contract Maintenance Meetings

The District agrees to hold contract maintenance meetings with the Association up to three (3) times during each school year to address concerns and issues associated with the terms and conditions of the contract. Both parties agree to set dates for the three (3) meetings at the beginning of the school year. An agenda will be set for meetings at least one (1) day in advance of the meeting by either party. A meeting may be canceled if neither parties have areas of concern to discuss.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

Section 3.0 Board Powers

It is recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States. These rights shall include, but will not be limited to, the right to determine the number of jobs, nature of the work available, and when, where, and how the work is to be performed, and when equipment shall be used.

Section 3.1

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this agreement because it is legally required by state law. It is noted the Union does not agree or acknowledge this provision as binding and reserves all rights to assert this clause as unenforceable.

ARTICLE IV PAYROLL DEDUCTIONS

Section 4.0 Payroll Deduction

Upon appropriate written authorization from the employee the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, insurance programs or any other plans or programs jointly approved by the Union and the Board, to the extent allowable by law.

ARTICLE V JOB CLASSIFICATION/DESCRIPTIONS

Section 5.0 Job Titles

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

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

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

Section 5.1 New Positions

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

Section 5.2 Evaluation Procedures

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

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

The evaluations will be completed by June 1 of every school year. Copies will be placed in the employee's personnel file.

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

The evaluation has been added as an appendix in the back of the contract for reference purposes only.

ARTICLE VI **HOURS OF WORK**

Section 6.0 Hours

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

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

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

Section 6.1

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

Section 6.2 Overtime

Once the total kitchen hours have been assigned by the Director of Nutrition Services, Food Service Supervisors cannot work or assign any overtime hours without written permission by the Director of Nutrition Services. Emergency hours may be verbally authorized by the Director of Nutrition Services or the Department of Human Resources & Employee Relations.

Section 6.3 Call Back

Call backs shall be hours worked, not attached to the regular daily work schedule. The minimum time block shall be two (2) hours. Said call backs shall be paid at time and one-half. Call backs are used for emergency-type situations when staff have to return to the worksite to secure the area after a bomb threat, for example.

Section 6.4 Extension of Assigned Time

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

Section 6.5 Catering

The District and the Association agree to collaborate on the catering language through a mutually agreed upon committee. Catering will be an agenda item on each of the three (3) Contract Maintenance Meetings scheduled throughout the school year. Both parties agree to set realistic guidelines for accepted catering orders.

A. Beyond Regular Scheduled Work Time

Catering is defined as events that are not standard duties to provide meals to all students including GSRP. For catering requests taking place beyond regular work hours duties shall be assigned based on a rotating basis on seniority and ability of individuals at the preparation site. All special events will first be offered to building employees where the event takes place.

Catering work distributed to bargaining unit members on a rotational basis shall work as follows: starting with the most senior bargaining unit member, the work

opportunities will be offered and each member will be afforded the opportunity to accept or reject such work. Upon acceptance or rejection of such work, the bargaining unit member will move to the bottom of the list until all other bargaining unit members have been offered catering work. In the event that the catering opportunity has been rejected by the bargaining unit members in the appropriate classification, the District has the discretion of offering the catering opportunity to a bargaining unit member of their choice.

The minimum time block shall be one (1) hours. Overtime rate of time and one-half (1.5) will apply to those staff whose hours exceed eight (8) hours per day or forty (40) hours per week.

B. Student Related

Student related catering may include providing meals/snacks/refreshments/supplies to any program/event such as GSRP, NEMSCA, ISD Center-based programs, and non public schools where students are receiving the product being provided by the employees. Such caterings will be considered part of the regular assigned work time duties unless catering is needed beyond regular school hours. For student related caterings beyond the normal work day, advanced notice of a minimum of two (2) weeks must be given in order to accommodate the requirements to complete the catering order.

C. During Regular Scheduled Work Time

The District and the Association agree that no catering will happen during regularly scheduled work time unless an agreement has been reached between both parties for compensation for the additional workload/assignment. Catering during regularly scheduled work time is defined as events that are not standard duties to provide meals to all students such as but not limited to banquets, outside school functions, adult/staff meal preparation, or special activities requested to or by the District.

ARTICLE VII
COMPENSATION

Section 7.0 Salary Chart

The salaries of employees covered by this Agreement are set forth in Appendix "A" which is attached to, and incorporated in this Agreement. Members shall be paid on a bi-weekly basis. All staff to be compensated through Direct Deposit.

Section 7.1 Holidays

In order to be eligible for holiday pay, the employee must work either the last scheduled day prior to the holiday or the first scheduled day following the holiday. When school is not in session the following days will not be worked and will be paid for at the employee's regular rate of pay and hours: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Day, New Year's Day, Good Friday, and Memorial Day. If Unit members are employed in a summer program during the week of the 4th of July, said day shall be included in the above paid days.

Employees eligible for holiday pay will receive a rate of pay according to their bid position hours unless their average of actual hours worked in the past thirty (30) work days is greater than their bid position hours. In that situation, eligible employees will receive a rate of pay according to their average of actual hours worked in the past thirty (30) work days.

Section 7.2 Saturdays/Sundays

Unit employees who work on Saturday and/or Sunday shall receive time and one-half (1 ½) for all hours worked. Employees who are required to work on a holiday shall receive, in addition to holiday pay, time and one-half (1 ½) for all hours worked.

Section 7.3 Vacation

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

Section 7.4 Release

An employee whose presence is necessary at a grievance hearing, negotiations, mediation, arbitration, court hearing or any event which bears upon mandatory subjects of bargaining (i.e. wages, hours, working conditions) shall be released without loss of wages.

Section 7.5 Food Service Conferences

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

Section 7.6 Uniform Allowance

There shall be a two hundred seventy-five (\$275) dollars 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.

Section 7.7 Classification Change

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

Section 7.8 Change of Unit

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

Section 7.9 Longevity Formula

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

Upon accumulation of 10 years of service, members will be paid an additional three percent (3%) of the individual's base hourly rate.

Upon accumulation of 15 years of service, members will be paid an additional four percent (4%) of the individual's base hourly rate.

Upon accumulation of 20 years of service, the member will be paid an additional five percent (5%) of the individual's base hourly rate.

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

The 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 longevity/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 three percent (3%), four percent (4%), and five percent (5%) factor is included, if the employee meets the eligibility.

EXAMPLE:

Longevity Date	July 1, 2005	July 1, 2005	July 1, 2005
Add.....	<u>9</u>	<u>14</u>	<u>19</u>
Longevity Begins:	July 1, 2014	July 1, 2019	July 1, 2024

Section 7.10 **Work Performance**

An Employee whose past overall work performance meets or exceeds expectations shall be paid an additional one percent (1%) work performance payment on their twentieth (20th) year of service and thereafter. If the Administration wishes to deny an employee the one percent (1%) job performance, the Administration shall provide written notification to the Employee before March 1 prior to the Employee's twentieth (20th) year of service. Any denial shall be based upon recorded evidence in the Employee's personnel file that the Employee's overall work performance does not meet the expected quality of work performance.

An Employee whose one percent (1%) work performance denial has been upheld but whose past five (5) years work performance prior to the Employee's twenty-fifth (25th) year of service indicate that the Employee's overall quality of work performance meets or exceeds expectations shall be paid an additional one percent (1%) work performance payment on their twenty-fifth (25th) year of service and thereafter. If the Administration wishes to deny an Employee the one percent (1%) job performance, the Administration shall provide written notification to the Employee before March 1 prior to the Employee's twenty-fifth (25th) year of service. Any denial shall be based upon recorded evidence in the Employee's personnel file that the Employee's overall work performance does not meet the expected quality of work performance.

Twentieth (20th) and Twenty-fifth (25th) years of service shall be as determined according to the formula in Section 7.9.

Section 7.11 **Safety and Sanitation Certification**

Bargaining unit members classified as General Cooks shall be offered, at District expense, the opportunity to obtain and maintain certification in "Serv Safe."

Those General Cooks with current "Serv Safe" certification, shall be paid an additional one (1%) percent for as long as that certification remains valid.

ARTICLE VIII

FRINGE BENEFITS

Section 8.0 Insurance

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

Section 8.1 Life - AD/D

Group term life insurance in the amount of forty thousand dollars (\$40,000) plus AD & D shall be fully funded by the Board for each employee in the Unit. Said coverage may be bid in the commercial market to provide the lowest cost to the District. All employees must be actively at work on the effective date of any changes in coverage. Any changes in coverage will be effective the first (1st) of the month following ratification of the contract by all parties with the exception of employees not actively at work. Insurance coverage changes for those not actively at work will take place the first (1st) of the month following their first day back to work.

Section 8.2 Health Insurance

The District will contribute one hundred percent (100%) of the hard cap limits (through PA 152) for medical premiums and maintain the medical benefit plan coverage year from January 1 through December 31. The Association may select other products annually for the duration of this contract.

Should the medical benefit premium cost fall under one hundred percent (100%) of the State hard cap rates, the District will pay the difference in premium cost and hard cap contribution to the employee through an HSA contribution no later than the first regularly scheduled payroll in January if enrolled in the HSA plan.

The annual Employer paid amounts shall adjust at the beginning of each MESSA plan year (January 1 through December 31), at one hundred percent (100%) 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 one hundred percent (100%) 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 an HSA plan. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by Federal Law.

Employees shall have the following MESSA medical plans available:

A. Option 1:

MESSA Choices II

\$500/\$1,000 In-Network Deductible

\$20/\$20/\$20 On-Line/Office Visit/Specialist Visit Copay

\$25/\$50 Urgent Care/Emergency Room Copay

Saver Rx

B. Option 2:

MESSA Choices II

\$500/\$1,000 In-Network Deductible

\$20/\$20/\$20 On-Line/Office Visit/Specialist Visit Copay

\$25/\$50 Urgent Care/Emergency Room Copay

10% Co-insurance

Saver Rx

C. Option 3:

MESSA ABC Plan 1

\$1,600/\$3,200 In-Network Deductible (set by IRS*)

\$0/\$0/\$0 On-Line/Office Visit/Specialist Visit Copay

\$0/\$0 Urgent Care/Emergency Room Copay

ABC Rx

Health Equity Account

Employees who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred dollars (\$1,600) for self only and three thousand two hundred dollars (\$3,200) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the HSA eligible medical plan. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).

If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.

**In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

D. Option 4:

MESSA Balance+

\$1,600/\$3,200 In-Network Deductible

\$25/\$50 Office Visit/Specialist Visit Copay

\$50/\$2000 Urgent Care/Emergency Room Copay

20% Co-insurance

Balance+ Rx

Health Equity Account

Employees who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred dollars (\$1,600) for self only and three thousand two hundred dollars (\$3,200) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the HSA eligible medical plan. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).

If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.

**In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

E. Option 5: Cash in-lieu of \$100 per month

Section 8.3 Dental Insurance

The Board shall provide fully funded dental insurance for all unit members assigned five (5) or more hours per day for a full twelve (12) month period through MESSA Dental Insurance Program. Options available are full family, single, or two person levels of benefits. The program coverage shall be:

- Diagnosis & Prevention = 100% (2 cleanings per year)
- Basic Services = 80% (X-Rays)
- Major Services = 80% (Annual Max = \$1,500)
- Orthodontics = 80% (Lifetime Max = \$1,500)

For those unit members assigned less than five (5) hours per day, the Board shall provide a fully funded employee-only dental insurance as outlined above. At the employee's option, full family or two-person coverage may be purchased by the employee (employee paying one hundred percent (100%) of the differential in cost through a Section 125 plan.

Section 8.4 Compensation Benefits

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

Section 8.5 Employee Vision Care

The Board shall provide fully funded full family vision insurance for all unit members assigned five (5) or more hours per day for a full twelve (12) month period through MESSA VSP 3 G. For bargaining unit members assigned to less than five (5) hours per day, the Board shall provide a fully funded employee-only vision insurance through MESSA VSP 3 G. At the employee's option full family coverage may be purchased by the employee (employee paying one hundred percent (100%) of the differential in cost through Section 125).

Section 8.6 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. An employee may only be eligible for cash in lieu if they 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. The member will need to complete a declination from 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.

Section 8.7 Long Term Disability

Beginning on January 1, 2025, the Board shall provide fully funded long term disability insurance for all unit members for a full twelve (12) month period through MESSA.

Benefits shall be paid at sixty percent (60%) of salary up to a monthly maximum of three thousand dollars (\$3,000) as negotiated between both parties.

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

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

Section 8.8 Flexible Spending Account

A Flexible Spending Account will be available for employee contribution outlined by federal regulations.

Section 8.9 Insurance Bargaining

It is understood that the Board and/or Association may open this Agreement for the express purpose of reviewing Medical and/or Ancillary Benefits insurance bids. Change will be subject to the negotiation process between the Board and Association.

ARTICLE IX **SENIORITY**

Section 9.0 Seniority

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

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

Section 9.1 Probationary Employees

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

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

Prior to the fiftieth day (50th) of probation, Administration shall provide the probationer with an evaluation.

Upon completion of probation, the ninety first (91st) working day of employment, the employee shall be placed on the seniority list. The seniority date shall be from the first (1st) day worked.

Administration shall assign seniority numbers based upon start dates. When two (2) or more employees are hired on the same start date, the employee with the earliest birthdate will be assigned the lowest seniority number and the employee with the latest birthdate shall be assigned the highest number.

Section 9.2 Loss of Seniority

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

1. Employee quits.
2. Employee is discharged for just cause and is not reversed through the grievance procedure.
3. The refusal of a person returning from leave or lay-off to accept a position on recall.
4. Employees who are laid off for a period of twelve (12) months. During that twelve (12) month period, the employee shall continue to accumulate seniority.
5. Failure to report for work for three (3) consecutive scheduled work days without, by the end of the third (3rd) day, notifying the Director of Nutrition Services of a reasonable excuse for the absences, plans for returning, with the excuse subject to verification.
6. The employee retires.
7. Employee fails to return to work on the date specified by Administration following the expiration of leave.
8. Employee fails to report to work on the day designated following a recall from lay-off.

Section 9.3 Seniority List

An up-to-date seniority list shall be provided for each employee during the first (1st) thirty (30) days of the new school year and during the first (1st) thirty (30) days of the second (2nd) semester if changes have occurred.

ARTICLE X VACANCY

Section 10.0 Non-Interview Vacancy Notification

All non-interview bargaining unit vacancies shall be filled during a bid process as described in Section 12.2.

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

Each bargaining unit member shall be notified of the bid date and a list of open positions electronically seven (7) calendar days prior to the bid date.

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.

Section 10.1 Interview Vacancy Notification

All interview bargaining unit vacancies shall be filled by the interview process. The interview vacancies shall be posted within twenty (20) work days of when a position becomes vacant or is known to become vacant. Each bargaining unit member shall be notified of the open positions electronically seven (7) calendar days prior to the deadline for application.

The posting information shall include:

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

Section 10.2 Temporary Information

1. Whenever vacancies occur in the job classification of 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 their 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 they are 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.

Section 10.3 Temporary Vacancy

1. Should a temporary vacancy occur within a kitchen known to be of five (5) calendar days or less, the food service supervisor may assign the duties of the person to a substitute. The Supervisor has the option to assign to an existing food service employee who the food service supervisor feels, based upon the seniority and ability, can do the job, if they choose this option.
2. In the event all bargaining unit members in a kitchen have refused an open position, a substitute may be employed for more hours than is a bargaining unit member.
3. Bargaining unit members are permitted to refuse to accept additional hours or a temporary assignment that lasts longer than three (3) calendar days. It is the right of management, in the event of an employee's refusal, to require a written statement verifying that refusal.

4. Any violation of these practices should be promptly brought to the attention of the Director of Nutrition Services

Section 10.4 Substituting in a Different Classification

1. **Higher Classification:** A regular employee substituting in a higher classification shall receive the minimum rate of pay for the classification in which they are substituting for another regular employee who is in a higher classification. Fringe benefits will remain the same unless it is known that the substituting will be for at least twenty (20) working days.
2. **Lower Classification:** A regular employee substituting in a lower classification shall receive their regular rate of pay when substituting for another regular employee who is in a lower classification. Fringe benefits will remain the same unless it is known that the substituting will be for at least twenty (20) working days.
3. **General Cook substituting for a Food Service Supervisor:** When a General Cook is required to sub for a Food Service Supervisor, the General Cook will receive an additional four dollars and thirty-two cents (\$4.32) for the 2024-2025 school year and four dollars and forty-five cents (\$4.45) for the 2025-2026 school year an hour added to their current rate of pay. The additional rate of pay for the 2026-2027 will be determined during the wage reopener.

Section 10.5 Non-Interview Vacancy

Non-interview positions shall be posted as a vacancy during the bid process when they meet the following criteria:

- Position reflects a classification change
- Position reflects a change in number of paid hours (increase of one-half (½) hour or more)
- Position duties/responsibilities reflect a change of fifty percent (50%) or more
- Locations/Serving sites serviced by the position change by fifty percent (50%) or more
- Position changes from a split shift to a straight shift or changes from a straight shift to a split shift

ARTICLE XI

LAYOFF/RECALL/DISPLACEMENT

Section 11.0 Layoff

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

- A. All probationary employees shall be laid off first.
- B. Thereafter, employees shall be laid off in line with their seniority. Employees with seniority who are qualified and willing to do the work of an employee to be laid off in a lower classification may do so at the current rate for the job thus vacated.
- C. When an employee, other than a probationary employee is laid off for an indefinite period, they will be given a ten (10) working day notice of such layoff. If they are laid off less than ten (10) days after such notice has been given, they will be paid at the usual rate for that part of the ten (10) working days which they have not worked.
- D. When there is a recall in working forces, after a layoff, employees shall be offered employment in order of seniority if they are willing and able with reasonable accommodations to do the work available at the prevailing rate for such work.
- E. If a layoff occurs due to the closing of a production kitchen, all positions will become open positions. (A production kitchen is a kitchen where food is produced and distributed to satellite sites). Positions will be filled according to Article X, Vacancy and Article XII, Bidding.

Section 11.1 Displacement

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

ARTICLE XII

BIDDING

Section 12.0 Food Service Supervisor Selection

1. The position shall be posted as described in Article X, VACANCY.

2. When Administration has received an application(s) for the vacant food service supervisor(s) position(s), an interview with the Food Service Supervisor Selection Committee shall then be scheduled by the Administration.
3. The decision of the Food Service Supervisor Selection Committee shall be based upon criteria described in Article X, VACANCY.
4. Any position vacated by the successful applicant shall be filled by either the General Cook selection process or the Open Bid Process.

Section 12.1 General Cook Selection

1. The position shall be posted as described in Article X, VACANCY.
2. To be considered for a General Cook position, a candidate must:
 - A. Obtain from, complete and then submit an application for the position to the Department of Human Resources & 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 two calendar years.
3. When Administration has received an application(s) for the vacant General Cook(s) position(s) and the applicant(s) has/have satisfactorily completed a test of abilities, an interview with the General Cook Selection Committee shall then be scheduled by the Administration.
4. The decision of the General Cook Selection Committee shall be based upon criteria described in Article X, VACANCY.
5. Any position vacated by the successful applicant shall be filled by the Open Bid Process.

Section 12.2 Open Bid Process

1. Whenever vacancies occur in the positions of Technician, Van Driver, or Assistant Cook they shall be filled by a process where all Bargaining Unit Members are eligible to attend a bid process and to select vacant positions based solely upon the seniority of the member, unless the Administration has notified the Union President and member of the member's ineligibility to bid a job.
2. The bid process shall take place up to one (1) time per month 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 unless mutually agreed upon by both parties.

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.
4. It is the duty of Administration to conduct the Open Bid Process. The Union's role is as observers.
5. All bargaining unit members, including those on lay-off and leave, are eligible to participate if they are present at the Open Bid Process.
6. A Bargaining Unit Member need not be present to bid at the Open Bid Process if they have designated another person, in writing, as their representative (proxy), with the power to make their bid.
7. The Open Bid Process shall be conducted in the following manner:
 - i. All vacant positions shall be posted for all to see.
 - ii. Bargaining Unit Member may, at any time, stop the process to ask a question regarding the process or about any posted position.
 - iii. Bidding shall reflect the order of seniority. That is, from the most senior to the least senior Bargaining Unit Member.
 - iv. 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.
 - v. The process shall be considered complete when no Member present wishes to bid on any remaining posted position(s).
8. Any position left unfilled in the Open Bid Process shall be filled by the Administration.
9. A Bargaining Unit Member is considered to have committed to filling a position if they have not withdrawn their bid or the bid by their representative (proxy) by the adjournment of the Open Bid Process.
10. All filled positions shall be occupied the first (1st) Monday following the Open Bid Process unless the Union and Administration agree to another time.
11. When a Bargaining Unit Member is assigned to a new position, they shall be given a period of time, to not exceed thirty (30) working days, to demonstrate their ability to perform in this new position. The amount of time may be, however, extended by the Director of Nutrition Services.

12. If the Bargaining Unit Member is unable to perform the duties of their position, they shall be relieved of the position and temporarily reassigned by the Director of Nutrition Services. The position shall be declared vacant.

13. 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.

Section 12.3 Award Letter

When a Bargaining Unit Member is awarded a position the Department of Human Resources & Employee Relations shall issue the Member a letter of award upon the recommendation of the Director of Nutrition Services.

The award letter shall contain:

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

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

Section 12.4 Filling Vacant Positions

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

ARTICLE XIII **TRANSFERS**

Section 13.0 Transfers

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

Section 13.1 Temporary Transfers

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

Section 13.2 Permanent Transfer

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

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

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

ARTICLE XIV **DISCIPLINE**

Section 14.0 Work Rules

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

Section 14.1 Discipline for Cause

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

The Board shall not take into account any discipline or infraction of rules or regulations which have occurred more than two (2) years prior to the date of the current infraction.

Section 14.2 Written Discipline

Written warnings, reprimands, or suspensions will be given in the form of a formal letter from the administrator taking the action copied to the bargaining unit member and the Association.

Section 14.3 Response to Discipline

Any employee who wished to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to their appropriate administrator. Such response shall be placed in the employee's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board.

Section 14.4 Representation

An employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Board. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

Section 14.5 Discipline System

The District will follow a progressive discipline system whenever possible. It is agreed and understood that the nature of the disciplinary action may vary depending on the violation.

An example of a progressive disciplinary action is outlined below:

1. Verbal warning to be documented in writing.
2. Written warning.
3. Written reprimand.
4. Suspension without pay up to five (5) days.
5. Up to and including termination.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.0 Definitions

A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by misinterpretation or inequitable application of this Agreement. It is expressly understood that a claim based upon an event arising out of the executive management and administrative control of the school system its properties and facilities not otherwise restricted by policy shall not constitute a grievance. The Union and employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission or any other state or federal judicial or quasi-judicial body.

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

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

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

Section 15.1 Purpose

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

Section 15.2 Grievance Procedure

The Grievance procedure shall be:

Level One – Informal

The grievant(s) shall first (1st) discuss the problem with their Food Service Supervisor or the Director of Nutrition Services in an effort to resolve the issue(s). This level must be commenced within thirty (30) working days of the occurrence of the alleged violation or its discovery by the grievant(s).

Should the grievant(s) find the response by administration to be unsatisfactory at the informal level, they may then proceed to Level Two, if done so within ten (10) working days.

Level Two – Formal

Unit member(s) having an alleged grievance shall then discuss the issue with the Union President, Vice President, Secretary, Treasurer or Executive Director. If an official of the Union agrees with the member(s) that a grievance does exist, the grievance shall be placed in a written form which shall include the following:

1. Name of the grievant(s).
2. Date of the filing of the grievance.
3. Date of the occurrence or the discovery of the alleged violation(s).

4. A statement outlining the nature of the alleged violations.
5. A listing of contract article(s), Board of Education policy, past practice, laws, etc. that the grievant(s) allege have been violated by the administration.
6. A statement of relief sought by the grievant(s).
7. The signature of one of the above listed Union Officials.
8. The signature of the grievant(s).

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

The information, when completed, shall be filed with the Director of Nutrition Services or, in their absence, the Director of Human Resources & Employee Relations. Administration shall have ten (10) working days to respond, in writing, to the grievance.

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

Level Three – Appeal

The grievant(s) may address an appeal to the Director of Human Resources & Employee Relations. Included in this appeal should be a statement by the grievant(s) stating the reason for the appeal. The person receiving the appeal or their designee shall have ten (10) working days to respond, in writing, to this appeal.

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

Level Four – Arbitration

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

Agreement or an alleged breach thereof. The award of the Arbitrator shall be final and binding on both parties.

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

Section 15.3 Representation

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

ARTICLE XVI **SICK LEAVE**

Section 16.0 Purpose

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

Section 16.1 Allowance

Sick leave shall accumulate at the rate of six (6) days per semester (prorated if a full semester is not worked). Accumulation shall be unlimited for those employed in this bargaining 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 one hundred twenty-five (125) sick days.

Section 16.2 Summer Assignment/Special Program Sick Time

For a bargaining unit member who is scheduled to work in summer or special programs that extend the member's schedule by at least twenty (20) working days in a school year, one (1) additional sick day shall be granted effective July 1 of the subsequent school year.

Section 16.3 Documentation

If there is a question or doubt regarding the illness of an employee, the Superintendent or their designee may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination by a Board designated doctor before sick leave pay is allowed or before the employee may return to work. This sick leave plan applies to all regular employees working in an awarded position.

Section 16.4 Compensation/Illness

Any regular employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance given under the Worker's Compensation Law and the regular salary for the duration of the illness, and the difference shall be charged against sick leave. The employee shall receive their 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.

ARTICLE XVII **LEAVE OF ABSENCE**

Section 17.0

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

- A. Bereavement – A maximum of three (3) days for a death in the immediate family: spouse, father, step-father, mother, step-mother, father-in-law, mother-in-law, children, step-children, brother, step-brother, sister, step-sister, grandchildren, step-grandchildren, grandparents and step-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.

Section 17.1

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

- A. Critical Illness –A maximum of ten (10) days for critical illness in the immediate family living in the same household. A maximum of five (5) days for critical illness

in the immediate family not living in the same household may be granted by the Director of Human Resources & Employee Relations at their discretion.

- B. Business Day – One (1) business day to conduct business (not social or recreational in nature) when the employee, through no fault of their own, is unable to transact such business except during their business hours. Extra days may be granted by the Director of Human Resources & Employee Relations. The decision on the justification of extra days will be final and not subject to the grievance procedure.
- C. Funeral Day – One (1) day for attendance at the funeral service of a person whose relationship to the employee warrants such attendance. Extension may be granted by the Director of Human Resources & Employee Relations.
- D. Emergency Days – Emergency days may be granted by the Director of Nutrition Services. The Food Service Union may appeal the decision of the Director of Nutrition Services to the Director of Human Resources & Employee Relations. The decision of the Director of Human Resources & Employee Relations will be final and binding and will not be subject to the grievance procedure.

When an emergency arises, the affected employee will contact the Director of Nutrition Services to inform them of said emergency. The Director of Nutrition Services will then inform the Food Service Supervisor of the affected kitchen. If the employee is unable to contact the Director of Nutrition Services, the employee will contact the Director of Human Resources & Employee Relations. The Director of Human Resources & Employee Relations will then inform the Food Service Supervisor of the affected kitchen.

Section 17.2 Court Appearance

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

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

Section 17.3 Leave of Absence Without Pay

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

As a transition from Sick Leave Back to Long-Term Disability additional details are as follows:

1. A bargaining unit member, who is granted a Leave of Absence per Article XVII Section 17.3, shall retain all contractual medical benefits (if eligible) for the first one hundred eighty (180) unpaid work days. The bargaining unit member is responsible for their contractual benefit costs. Benefits will end the last day of the month in which the one hundred eighty (180) unpaid work days expire.
2. Bargaining unit members who remain on a Leave of Absence beyond the first (1st) one hundred eighty (180) unpaid work days may purchase medical benefits at the established COBRA rates.
3. The bargaining unit member's position shall not be declared vacant under Article XVII Section 17.4 and Section 17.5 until the expiration one hundred eighty (180) unpaid work days.
4. The bargaining unit member shall not lose seniority days during the one hundred eighty (180) unpaid work days.

Section 17.4 Returning Rights

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

Additionally, as related to section 17.3, the bargaining unit member's position shall not be declared vacant under Article XVII Section 17.4 and Section 17.5 until the expiration of one hundred eighty (180) unpaid work days.

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

Any such leave in excess of sixty (60) consecutive calendar days shall (unless covered under provisions of section 17.3):

1. Reduce the person's seniority date by the number of days away from the job.
2. The newly established seniority date may require adjustment in the individual's longevity date.
3. Should a leave extend into the beginning of a new school year, the vacated position shall be posted.
4. A leave may be cancelled if the employee chooses to return to work before a new Unit Member is hired.

5. Written requests to return to work must be filed with the Department of Human Resources & Employee Relations at least thirty (30) days prior to the termination date of said leave.
6. Leave of absence without pay shall not be granted to take other employment.
7. If leave of absence extends beyond sixty (60) days, position will be declared vacant.
8. Upon returning from leave, an employee shall be assigned the same, or similar, position if available or replace the least senior regular Unit employee.
9. Employees on leave of absence without pay lose fringe benefits at the end of the first month of the leave of absence (on the last day of each month).

Section 17.6 Childrearing

A child rearing leave of up to six (6) months 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 & 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 they had been working.

Section 17.7 Military

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

Section 17.8 Public Office

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

Section 17.9 Personal Leave

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

Section 17.10 Dock Days

Dock days shall be requested through the Food Services Director and the Director of Human Resources & Employee Relations at least five (5) working days in advance. Members shall be granted no more than five (5) dock days every three (3) school years. Application shall be made, in writing, to the Director of Human Resources & Employee Relations. A maximum of three (3) Bargaining Unit Members district-wide will be granted dock days at the same time. No more than ten (10) percent of the Food Service Staff at one (1) building will be approved for such leave at the same period of time. These requests shall be honored in the order in which they are received in the office of the Director of Human Resources & Employee Relations.

Additional dock days beyond the five (5) dock days may be granted at the discretion of the Director of Human Resources & Employee Relations for:

- A. Emergency circumstances beyond leaves provided in this Article,
- B. Extra-ordinary opportunities

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

ARTICLE XVIII **SCHOOL CLOSINGS**

Section 18.0 Public Announcement

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

- A. When a public statement is required, every attempt will be made to get the public announcement on the radio and TV by 5:00 a.m.
- B. When schools are closed by conditions not within the control of school authorities, days shall be rescheduled to meet the State requirements.

- C. Should all schools be closed during a school day, the food service staff shall complete their tasks, secure the kitchen, and then be released by the Food Service Supervisor.
- D. If a building is closed, the staff may complete their day, if possible, or be reassigned to another kitchen for that day by the Director of 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 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 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 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.

- 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 (2) hour delay is announced, the member shall arrive as soon as possible (as designated above), but no later than two (2) 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 past practice but shall not receive additional pay for the additional rescheduled days/hours.

ARTICLE XIX ABSENCES

Section 19.0 Reporting

Unit members shall contact the Bay City Public School's designee to report any absences at least one (1) hour before their designated start time.

ARTICLE XX SUMMER AND SPECIAL PROGRAMS

Section 20.0 Summer Assignments

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

If an employee becomes ill after they have started the summer assignment and is unable to return, non-interview positions will be filled by the most senior summer applicant who is interested in that position. Summer interview positions open due to illness will be offered to the summer applicant employee with the next highest interview score for that position.

Section 20.1 Special Programs

Whenever the District implements or establishes programs, that operate on days that are either within or outside of the established school calendar, the following shall take place:

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

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

- C. The determination of which Food Preparation Center shall be opened to meet the needs of special programs that operate on days that fall outside of the regular school calendar lies with the District Administration.

- D. When General Cooks are scheduled to work on special programs on days that are outside of the regular school calendar, they shall be employed for no fewer than four (4) hours.

ARTICLE XXI SEVERANCE

Section 21.0 Retirement Benefits/Death Benefits

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

- A. For all employees hired on or before August 31st, 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.
- B. In addition, the School District shall pay seventy-five (\$75.00) dollars per year for each year of service in this School District after ten (10) years, but not to exceed one thousand (\$1,000) dollars.

For bargaining unit members hired into this unit on or after September 1, 2018, who retire under MPERS or pass away while employed by the School District with a minimum of 15 years of service, a payment will be provided. The payment amounts of thirty dollars (\$30) per day for each accrued sick leave day, up to a maximum of one hundred twenty-five days (125).

The District shall provide a form on which the employee shall designate their 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 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.

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.

ARTICLE XXII

STRIKES AND RESPONSIBILITIES

Section 22.0 No Strike Clause

The Union agrees, on its own behalf that:

During the life of this Agreement, neither the Union nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike that is, the concerted failure to report for work, or willful absence of an employee from their position, or stoppage of work, or abstinence, in whole or part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 22.1 Disclaimer

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

Section 22.2 Remedies

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

Section 22.3 Unit Exclusion

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

Section 22.4 Waiver Clause

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

ARTICLE XXIII
DURATION OF AGREEMENT

Section 23.0 Contract Dates

This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement and shall become effective as of July 1, 2024, and shall continue in full force and effect and be legally binding on the parties hereto, through June 30, 2027, and from year to year thereafter unless either party serves notice, in writing, upon the other party at least one hundred twenty (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 6th day of May 2024.

BAY CITY PUBLIC SCHOOLS
FOOD SERVICE UNION

LORI OFFENBECHER

Lori Offenbecher, Co-President

SHARON CASTANEDA

Sharon Castaneda, Co-President

BAY CITY BOARD OF EDUCATION

Matt Felan

Matthew D. Felan, President

Cynthia K. Marchese

Cynthia Marchese, HR & Employee Relations

Appendix "A"

FOOD SERVICE EMPLOYEE'S SALARY SCHEDULE

Service Tech	2024-2025	2025-2026
1	\$ 14.11	\$ 14.53
2	\$ 14.41	\$ 14.84
3	\$ 14.71	\$ 15.15
Ass. Cook/Van Driver	2024-2025	2025-2026
1	\$ 14.50	\$ 14.94
2	\$ 14.80	\$ 15.24
3	\$ 15.10	\$ 15.55
General Cook	2024-2025	2025-2026
1	\$ 15.06	\$ 15.51
2	\$ 15.36	\$ 15.82
3	\$ 15.66	\$ 16.13
Additional amount for General Cook when subbing for FS Supervisor	\$ 4.32	\$ 4.45

Employees with a start date of February 1 or after, will not be eligible to step on the salary schedule for the subsequent year. The next step increase will begin following the completion of the first full school year. For example: If an Employee A started employment on February 1, 2025, the employee would advance to the next step on the salary schedule starting with the 2026-2027 school year.

2024-2025:

- New salary schedule built with three (3) steps.
- The salary schedule starts from the "Educational Improvement" salary for each classification from the 2023-2024 school year.
- There is a thirty (\$0.30) cents increase from step one to two and from step two to three for each classification.
- One (1) step of service credit/years of service/longevity will be added for each employee and applied for longevity/merit pay if eligible.
- The "Educational Improvement" language will be removed from the contract.

2025-2026:

- There will be three (3%) percent on scale increase for step one of each classification.
- There is a thirty (\$0.30) cents increase from step one to two and from step two to three for each clasification.
- One (1) step of service credit/years of service/longevity will be added for each employee and applied for longevity/merit pay if eligible.

2026-2027:

- There will be a wage reopener for the 2026-2027 school year.
- The salary negotiation will happen on or before June 30, 2026.
- The salary increase will be zero (0%) or higher.

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

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

Appendix "B"
THE BAY CITY FOOD SERVICE UNION
Grievance Form
Level Two – Formal

Filing Date: _____

1. Name of Grievant(s)

- A. Name _____ Phone _____
Work Site _____
- B. Name _____ Phone _____
Work Site _____
- C. Name _____ Phone _____
Work Site _____

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

2. When did the alleged violation occur? _____
3. When did you become aware of the alleged violation? _____
4. Explain what either has or has not happened to cause you to file this grievance:

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

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

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

BAY CITY FOOD SERVICE UNION Grievance Form continued
Level Two – Formal

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

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

A. Name _____ Title _____

When? _____

B. Name _____ Title _____

When? _____

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

Signature (s) of the Grievant (s):

Date: _____

Date: _____

Date: _____

Signature of Union Official:

Title: _____

Date: _____

*Filing: 1 copy – Department of Human Resources & Employee Relations
1 copy – Food Service Department Office
1 copy – Union President*

Appendix "C"

*The following evaluation is included in the appendix of the contract for informational purposes only. It is not included in the bargaining process.

FOOD SERVICE EVALUATION*

Date: _____

Employee's Name: _____

Supervisor's Name: _____

Please rate the following attributes from 1 to 5 (5 being the highest, 1 being the lowest).

JOB KNOWLEDGE & COMPETENCE:

1) 2) 3) 4) 5)

ORGANIZATION SKILLS (CLEAN WORK AREA):

1) 2) 3) 4) 5)

RELIABILITY/ DEPENDABILITY/ ATTENDANCE & PUNCTUALITY:

1) 2) 3) 4) 5)

INITIATIVE ON THE JOB:

1) 2) 3) 4) 5)

QUALITY OF WORK PERFORMED:

1) 2) 3) 4) 5)

APPEARANCE/ FOLLOWS DRESS CODE:

1) 2) 3) 4) 5)

GENERAL ATTITUDE W/DISTRICT STAFF-CO WORKERS, & PUBLIC:

1) 2) 3) 4) 5)

GENERAL ATTITUDE W/STUDENTS:

1) 2) 3) 4) 5)

COMPLETED BY: _____ DATE: _____

(A copy of this report has been given to me and has been discussed with me)

EMPLOYEE'S SIGNATURE: _____ DATE: _____

(Any score of 1 or 2 will include an individualized improvement plan)

Revised 5/7/08

Signature Certificate

Reference number: YFSXH-TE8QH-KU8IR-TTS33

Signer

Timestamp

Signature

SHARON CASTANEDA

Email: castanedas@bcschools.net

Sent: 05 Jun 2024 20:48:33 UTC
Viewed: 05 Jun 2024 21:30:51 UTC
Signed: 05 Jun 2024 21:31:11 UTC

SHARON CASTANEDA

Recipient Verification:

✓ Email verified 05 Jun 2024 21:30:51 UTC

IP address: 174.84.36.92
Location: Bay City, United States

LORI OFFENBECHER

Email: offenbecherl@bcschools.net

Sent: 05 Jun 2024 20:48:33 UTC
Viewed: 05 Jun 2024 21:32:33 UTC
Signed: 05 Jun 2024 21:35:19 UTC

LORI OFFENBECHER

Recipient Verification:

✓ Email verified 05 Jun 2024 21:32:33 UTC

IP address: 24.236.188.95
Location: Bay City, United States

Cynthia Marchese

Email: marchesec@bcschools.net

Sent: 05 Jun 2024 20:48:33 UTC
Viewed: 05 Jun 2024 21:17:02 UTC
Signed: 10 Jun 2024 21:53:58 UTC

Cynthia K. Marchese

Recipient Verification:

✓ Email verified 05 Jun 2024 21:17:02 UTC

IP address: 136.228.49.44
Location: Essexville, United States

Document completed by all parties on:

11 Jun 2024 02:53:17 UTC

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Matt Felan

Email: felanm@bcschools.net

Sent:

05 Jun 2024 20:48:33 UTC

Viewed:

11 Jun 2024 02:53:02 UTC

Signed:

11 Jun 2024 02:53:17 UTC



Recipient Verification:

✓ Email verified

11 Jun 2024 02:53:02 UTC

IP address: 96.42.191.35

Location: Midland, United States

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