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AGREEMENT

Between

THE GIBRALTAR BOARD OF EDUCATION

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 547, 547A, 547B, and 547C AFL-CIO

CAFETERIA EMPLOYEES

SEPTEMBER 1, 1989

TO

AUGUST 31, 1992

*Gibraltar School District*

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Agreement.....	1
I	Recognition.....	1
II	Rights of the Board.....	1
III	Discrimination.....	1
IV	Union Rights.....	2
V	Agency Shop.....	3
VI	Grievance & Arbitration Procedure.....	4
VII	Discipline/Discharge.....	6
VIII	Seniority.....	7
IX	Layoff & Recall.....	8
X	Vacancies & Newly Created Positions.....	8
XI	Contractual Work.....	11
XII	Jurisdiction.....	11
XIII	Safety Practices.....	11
XIV	General Provisions.....	12
XV	Holidays.....	12
XVI	Leaves.....	13
XVII	No Strike or Lockout Clause.....	15
XVIII	Miscellaneous Provisions.....	15
XIX	Waiver & Scope of Agreement.....	18
XX	Termination/Modification.....	19
	Appendix A/Wage Schedule/Life Insurance.....	20
	Appendix B/Sample Bid Form.....	21
	Grievance Form.....	22

## AGREEMENT

This AGREEMENT is entered into by and between the BOARD OF EDUCATION of the GIBRALTAR SCHOOL DISTRICT, Wayne County, Michigan hereinafter called the BOARD, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 547, 547A, 547B, 547C, AFL-CIO, hereinafter referred to as the UNION.

### ARTICLE I RECOGNITION

The BOARD recognizes the UNION as the sole and exclusive bargaining representative for ALL FULL-TIME AND REGULAR PART-TIME COOKS, CASHIERS, AND KITCHEN HELPERS, excluding SUPERVISORS, as defined in the act, SUBSTITUTES, AND ALL OTHER EMPLOYEES.

### ARTICLE II RIGHTS OF THE BOARD

1. The BOARD retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of the AGREEMENT. It is further understood and agreed that the Employer (BOARD) has all customary and usual rights, powers, functions and authority of management not specifically abridged or modified by this AGREEMENT.
2. The UNION recognizes the Employer's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the School District in the County of Wayne as efficiently and at the lowest possible cost consistent with fair labor standards.

### ARTICLE III DISCRIMINATION

The BOARD and the UNION both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices. Accordingly, both parties affirm the commitment not to discriminate against any person or persons because of race, color, religion, sex, age, or national origin.

The UNION agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, sex, national origin or age.

The BOARD will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the UNION during the term of this AGREEMENT.

**ARTICLE IV**  
**UNION RIGHTS**

1. VISITATION. Upon request by the UNION, and the presentation of proper credentials, officers or accredited representatives of the UNION shall be admitted onto the BOARD'S premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided that said visitation shall not disrupt orderly operations and is cleared through the Supervisor of Cafeteria operations. The UNION shall attempt to observe the work schedule needs of the cafeteria operations.
  
2. STEWARDS. The UNION shall be represented by a Chief and Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the UNION, and whose names shall be furnished in writing by the UNION to the BOARD within seven (7) calendar days of their election or appointment.

The stewards shall be allowed time to investigate and present grievances to the Employer during his/her scheduled working hours without loss of time or pay. Should it become necessary for a steward to leave his/her place of work in order to investigate a grievance, the steward shall request permission of the supervisor and give the name of the employee he/she is going to see. The steward shall notify the supervisor upon his/her return to work. The above privilege is extended to the steward with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused and every attempt shall be made to hold investigations outside business hours.

During the stewards' term of office, they shall be deemed to have super-seniority for purposes of layoff and recall only, provided they are fully qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.

3. Bulletin Boards

- a. The Employer shall provide a bulletin board within each of the buildings of the Employer in which there are employees covered by this AGREEMENT, who are employed within those buildings, with such bulletin board to be used for the following notices:
  - 1) Recreational and social affairs of the UNION.
  - 2) UNION meetings.
  - 3) UNION elections.
  - 4) Reports of the UNION.
  - 5) Rulings or policies of the Local or International UNION.

- b. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of it's employees, or any other labor organizations among it's employees. No materials or notices of announcements which violate the provisions of this Article shall be posted. The posting of all such notices shall be done solely by the Union Officers, Representatives or the Chief or Alternate Steward.

**ARTICLE V**  
**AGENCY SHOP**

1. Any employee who is a member of the UNION, or who has applied for membership, shall sign and deliver to the BOARD, an assignment authorizing deduction of monthly dues in the UNION which sum shall be designated by the UNION in writing. Such authorization shall continue in effect from year to year unless revoked in writing thirty (30) calendar days prior to the termination date of this AGREEMENT. Pursuant to such authorization, the BOARD shall deduct such dues from the first regular salary check of the employee each month.
2. Any employee who is not a member of the UNION or who does not make application for membership within fifteen (15) calendar days from the date of receiving permanent employee status from the BOARD shall, as a condition of employment pay as service charge to the UNION, an amount equal to the monthly dues of the UNION. In the event that an employee shall not pay such service charge directly to the UNION or authorize payment through payroll deductions, as provided in the preceding paragraph, the BOARD shall cause the termination of employment of such employee provided all procedures required by this Article and by applicable law are fulfilled.
3. The procedure in all cases of discharge for violation of this provision shall be in conformity and compliance with the paragraphs hereinafter cited.
  - a) The UNION shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the BOARD in the event compliance is not effected.
  - b) If the employee fails to comply, the UNION may file charges in writing, with the BOARD, and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  - c) The BOARD only upon receipt of said charges and request for termination, shall conduct an investigation of said charges,

and if all requirements are met, then termination notice will be given.

4. Remittance of dues or service fees to Financial Secretary: Deductions for any calendar month shall be remitted to the designated financial secretary of the local UNION with a list from whom dues have been deducted, including Social Security number, as soon as possible after the 15th day of the current month, following the month in which said deductions were made. The UNION agrees to hold the BOARD harmless and without liability from any claims of erroneous deductions for any amount of dues or fees deducted by the BOARD and paid to the UNION.
5. The UNION agrees to assume the legal defense of any suit or action brought against the BOARD regarding paragraphs 2 through 5 of this Article. The Union further agrees to indemnify the BOARD for any costs or damages which may be assessed against the BOARD as the result of said suit or action including reimbursement to the BOARD for any Unemployment Compensation paid by reason of action taken by the BOARD for the purpose of complying with this Article subject to the following conditions:
  - a) The damages have not resulted from the negligence, misfeasance or malfeasance of the BOARD or its agents.
  - b) The UNION after consideration with the BOARD, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article or the damages and costs which may be assessed against the BOARD by the Court of Tribunal.
  - c) The UNION shall have the right to compromise or settle any claim made against the BOARD under this Article.

#### ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE

1. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Any employee having a grievance shall first take up the matter with his immediate supervisor informally within ten (10) working days following the alleged contract violation or it shall be considered invalid. The UNION Steward may be present if so requested by the employee. The Supervisor shall have a maximum of seven (7) working days to resolve the issue.

The UNION shall have the right to initiate a grievance on its behalf at the second step of this grievance procedure for disagreements which cannot be resolved by the individual employee procedure.

STEP 1. In the event the grievance is not resolved informally the grievance shall be signed by the employee and Union steward and presented in writing specifying the Article and Section of the AGREEMENT from which the alleged grievance arises, to the Cafeteria Supervisor within seven (7) working days following the Supervisor's informal disposition. The Supervisor shall attempt to adjust the matter and shall respond to the steward or employee in writing within seven (7) working days.

STEP 2. If the grievance has not been settled at STEP 1, it shall be presented in writing as in STEP 1 by the UNION to the Business Manager within seven (7) working days after response of Supervisor is due. The Business Manager shall attempt to adjust the matter and shall respond to the UNION within seven (7) working days.

STEP 3. If the grievance still remains unadjusted it shall be presented by the UNION to the Director of Personnel in writing as in STEP 2 within seven (7) working days after response of the Business Manager is due. Either party may request and shall be granted a meeting at STEP 3. The grievant, grievance committee and representative of the UNION may attend meetings at STEP 3. The Director of Personnel shall attempt to adjust the matter and shall respond in writing to the UNION within ten (10) working days from the date of the meeting with the UNION.

STEP 4. If the grievance is still unsettled, the UNION may within thirty (30) calendar days after the reply of the Director of Personnel is due, by written notice to the other party, request arbitration. The parties shall attempt to mutually agree upon the arbitrator within fifteen (15) calendar days, after notice has been received. If the parties are unable to mutually agree upon an arbitrator within fifteen (15) days, then the arbitrator shall be selected in accordance with the rules of A.A.A. (American Arbitration Association). Expenses for the arbitrator's service and the proceedings shall be borne 100% by the losing party. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record. Copies shall be made available to the other party provided the other party bears half the cost.

The arbitrator will not have the power to add to, subtract from, change or amend any of the terms of this contract, but shall concern himself only with the interpretations and application of the terms of this AGREEMENT; nor will he insert his judgement for that of the employer. If the arbitrator's decision is within the scope of his authority, it will be binding on the UNION, its members and the employee or employees involved and the BOARD.

The arbitrator must render his decision on the matter before him not later than thirty (30) calendar days from the final day of the hearing (s). Upon mutual agreement of the parties, an arbitrator

may issue his decision verbally, immediately following conclusion of the hearing (s).

2. The time limits of this procedure may be extended by mutual consent in writing.
3. No decision on or adjustment of a grievance shall be contrary to any provision of this AGREEMENT.
4. Failure at any STEP of this procedure by the BOARD to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of this procedure. Failure to file a grievance or appeal a decision at any step within the specified time limit shall be deemed a withdrawal of the grievance and it shall not be reinstated.

#### ARTICLE VII DISCIPLINE & DISCHARGE

The BOARD shall not discipline any member of the bargaining unit without just cause. Discipline shall be defined as any verbal or written reprimand, verbal or written warning, suspension, disciplinary layoff or discharge. A copy of any written discipline shall be furnished the affected employee and the chief steward.

When the BOARD feels that it is necessary to take disciplinary action, such disciplinary action must be initiated within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date that it is reasonable to assume that the employer first became fully aware of the conditions giving rise to the discipline.

When disciplinary action involves discharge, the employee and his/her chief steward will be notified in writing that the employee has been discharged at the time of discharge. The UNION shall have the right to take up the discharge as a grievance at STEP 2 of the grievance procedure.

Any employee found to be unjustly discharged shall be reinstated with full compensation and recoverable benefits for all lost time. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate, unless overtime was involved in the case.

#### ARTICLE VIII SENIORITY

1. As of the effective date of this AGREEMENT, seniority ranking shall be as mutually agreed to by the parties in the seniority list dated 6-16-83 for all existing personnel in the Bargaining Unit. From that date forward seniority shall be determined by the provisions of this Article.

In the event of conflicts arising due to identical employment starting dates, ranking shall occur by the last four digits of the



respective Social Security numbers, the one with the higher number being a higher seniority rank.

e.g.	Person #1	9-1-76	SS# 367-20-6000
	Person #2	9-1-76	SS# 558-30-5999

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day of the employee. Seniority shall be determined by the employee's continuous service with the BOARD in the bargaining unit, subject to the provisions of this Article.

Seniority shall be retained for an employee who transfers to either a supervisory or a confidential position outside of the bargaining unit, with that employee having the right to exercise the seniority that they had earned while they were a member of the bargaining unit, in the event that such employee vacates supervisory or confidential position and returns to the bargaining unit.

2. Seniority Lists. An updated seniority listing shall be furnished to the Union Steward and any employee so requesting by approximately November 1st of each year. Such listing shall contain each employee's name, classification, district seniority date, classification seniority date and social security number. Seniority in classification shall be as of date of entry into the classification.
  
3. Probationary Employees. Newly hired employees shall be on a probationary status for sixty (60) calendar days commencing the first work day of regular employment. If at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the BOARD during this period without appeal by the UNION. Probationary employees who are absent on scheduled work days, or who serve their probationary period during a time in which their job is not operative, shall work additional days equal to the number of days that the employee was absent, or equal to the number of days that the employee's job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked. During the probationary period, the probationary employee shall not have recourse to the grievance procedure for the purposes of discipline or discharge.

The probationary employee shall receive no fringe benefits during their probationary period, but shall receive any holiday pay and sick and personal days accrual the employee would have otherwise earned during that period. Retroactive to their first working day, after the employee satisfactorily completes their probationary period, and is formally hired by the BOARD.

On completion of the probationary period and with formal BOARD hiring, the employee's seniority date shall be retroactive to the

employee's first working day. Seniority shall be determined by the employee's continuous service with the BOARD, subject to the provisions stated in the Article.

#### ARTICLE IX LAYOFF & RECALL

In the event that the BOARD determines that it is necessary to reduce the number of employees through the layoff procedure, the BOARD shall furnish the affected employee or employees a minimum of two (2) weeks written notice prior to the date of the scheduled layoff.

The EMPLOYER shall first determine the positions to be eliminated. The affected employees shall have the right to bump first within classification by seniority and then to a lower classification by seniority provided the senior employee is qualified to perform the job of the lower classification. The employee no longer able to bump according to seniority and qualification shall then be laid off.

Recall from layoff shall be made based on seniority in classification in which opening has occurred.

An employee shall lose their seniority for the following reasons:

- 1) The employee resigns.
- 2) The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
- 3) The employee retires.
- 4) The employee is absent for three (3) consecutive working days without notifying the appropriate supervisor.
- 5) The employee fails to return from an authorized leave on the date specified.
- 6) The employee is laid off for two (2) years, or for a period in excess of the employee's accumulated seniority at the time of layoff, whichever is greater.

#### ARTICLE X VACANCIES & NEWLY CREATED POSITIONS

1. Permanent Vacancies/Opening. If a permanent opening or a new job occurs in the bargaining unit, and if the BOARD determines to fill such position, the position shall be posted for five (5) working days during which period seniority employees may make a written application for such job to the Department Supervisor and Personnel Office. The bid notice will contain: the classification, the place of work, the starting date, the rate of pay and hours to be worked. Employees failing to submit a written application within the posting period, shall be considered to have waived their rights to apply for such vacancy.

Openings shall be filled on the basis of the applicant meeting minimum ability and job experience requirements. When minimum

ability and job experience are equal, seniority shall prevail. Notice of the successful bidder will be given to the employee who was awarded the opening. Should no written bids be received by the BOARD from the bargaining unit employees during the posting period, the BOARD may fill the opening by the hiring of a new employee.

2. Probationary Period For Vacancies and Newly Created Positions.  
The successful bidder to a classification not previously held in accordance with the procedure set forth above shall undergo a trial period of up to sixty (60) calendar days. If it is found that such employee does not meet the requirements or responsibilities of the position to which the employee bid during the trial period, then such employee shall be notified in writing and shall be restored to their former position. The BOARD, in such case, shall have the right to require the employee to remain on the job until such time as the job is again posted and filled but not in excess of thirty (30) calendar days. If the employee's former position has been discontinued, the employee shall bump back to their former classification or lower classification in accordance with the seniority provisions of this AGREEMENT. During the trial period, the successful bidder will receive the rate of pay for the job that the employee is performing.
3.
  - a) Temporary Vacancies (30 days or Less). Any employee in the bargaining unit who desires to be placed on a separate seniority list for the purpose of working during the time that an employee in the bargaining unit is absent from the job for any time of less than thirty (30) calendar days, shall submit such written request to the Cafeteria Supervisor by no later than two (2) weeks after the start of the school calendar year. When those applications are received by the Cafeteria Supervisor, those names shall then be placed on a separate seniority list for that purpose.
  - b) If an absence does occur in a position of four (4) hours or more at either the Junior High School or Senior High School for a duration of less than thirty (30) calendar days, the Cafeteria Supervisor shall offer reassignment to employees in those buildings permanently holding positions of four (4) hours or more, by seniority, to fill the vacancy. The remaining vacancy shall be offered to those on the temporary vacancy list, separate seniority list, as provided in Paragraph 3a., on a rotating basis.
  - c) Any subsequent vacancy created by employee placement as provided in subsection 3.b. herein may be filled by a substitute employee.
  - d) The Junior High School and Senior High School are to be treated as separate buildings for purposes of this Section.

- e) Upon notice of no less than thirty (30) calendar days prior to the end of either the first semester or second semester of the 1992-93 school year, either party may exercise a right to reopen negotiations on this Section.

4. Temporary Vacancies (Thirty (30) Days or More). In the event of a temporary vacancy known by the BOARD to be of thirty (30) days or more which is a result of an employee on extended sick leave, or a leave of absence due to health or maternity or other reasons, requiring approval of the Board of Education, and if the BOARD determines to fill such job it will be available for temporary bidding in accordance with the following procedures:

The job will be posted as a temporary bid for five (5) working days. Seniority employees in the bargaining unit may submit their written bid for such temporary vacancy, and must submit their bid within the five (5) working day posting. It is understood that for the interim period including the five (5) working day posting period and as a replacement for the successful applicant, the School District may assign the least senior qualified employee to fill the vacancy occurring.

The successful applicant will fill the temporary opening until such time as the employee originally assigned to the job returns from the authorized absence. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to return back to their regular work assignment. At the time of return, the successful applicant for the temporary opening will be replaced by the original employee on the job, and the successful applicant will return to the job that the employee was performing prior to the temporary transfer. In the event that the regular employee does not return to their position from their absence, then, as of the date that the determination is made that the employee will not be returning to that former position, the position will be considered vacant and will be filled as specified under the terms of this Article.

5. Definition of Transfer. A Transfer of assignment is defined as a lateral movement within the bargaining unit classifications from one location to another location.

The BOARD may temporarily assign employees for thirty (30) calendar days to locations within classifications within the school district as deemed necessary for the efficient and/or economical operation of the school district.

6. Temporary Transfers/Wage Scale. Any employee temporarily transferred from one classification to another classification within the bargaining unit, shall be paid either the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.

Both parties can mutually agree to an extension of the thirty (30) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days time period, the position shall then be considered to be vacant, and shall be posted for bidding.

Other temporary openings occurring shall be filled by assignment of the least senior qualified employee or by a temporary substitute.

7. Newly Created Positions. Whenever a new cafeteria position not cited in this agreement is established by the BOARD, and it falls within the scope of the recognition clause, the BOARD SHALL designate the job classification and wage scale.

Should the UNION disagree with the established rate of pay, the UNION may request to negotiate a different wage scale.

The negotiated rate, if higher than the rate established by the BOARD, shall be applied retroactively to anyone working in the new position.

#### ARTICLE XI CONTRACTUAL WORK

The right of contracting or subcontracting is vested solely with the Board. The right to contract or subcontract shall not be used for the purpose of undermining the UNION, nor to discriminate against any of its members.

#### ARTICLE XII JURISDICTION

Persons not covered by the terms of this Agreement are, in principle, not to perform the general work duties of the classifications stated except for the purposes of instructional training, experimentation, or in cases of emergency. This is not to be construed to abrogate the rights of Supervision to deal with menial daily occurrences.

#### ARTICLE XIII SAFETY PRACTICES

The BOARD will take all reasonable measures to comply with the provisions of the Michigan Occupational Safety & Health Act, State and local regulations.

**ARTICLE XIV**  
**GENERAL PROVISIONS**

1. The BOARD agrees within limits of available resources to provide parking for employees and local phone usage for emergency situations.
2. The employee agrees to give a two (2) week minimum notice in cases of resignations. Any employee who resigns from a position with the BOARD in the manner herein described maintains the right to any earned allowable benefits which are provided for in this Agreement.
3. When the BOARD mandates an employee to attend job related educational activities, classes, workshops, etc., the BOARD shall incur the necessary expenses of such mandates.
4. The BOARD agrees to pay the cost of BOARD required medical examinations at facilities of the BOARD's choice.
5. Mileage reimbursements shall be paid to employees pursuant to the BOARD established rate but not less than .17/mile, when the BOARD mandates usage of personal transportation for carrying out job responsibilities. Reimbursement requests must be submitted monthly, with reimbursement in accordance with Board Policy.
6. In the event of an emergency or a major problem, and when the Supervisor is not available, the employee (always under the jurisdiction of the Building Principal) shall consult with a Supervisor designee, or in an emergency, the Building Principal.
7. All employees are to be notified of assignments for the school year prior to the start of school.
8. Employees shall not be held responsible for first aid functions or dispensing medication. It is not acceptable to abandon an injured or seriously sick person. Employees shall seek the aid of an Administrator in charge immediately.
9. The BOARD agrees to make available payroll Credit Union deductions as well as the other deductions as agreed to in this Agreement.
10. The BOARD agrees to deduct the premiums for a BOARD approved Tax Sheltered Annuity, solely paid for by the employee and to remit such premium to the designated insurance company.

**ARTICLE XV**  
**HOLIDAYS**

The following days shall constitute paid holidays for permanent cafeteria employees of the Bargaining Unit. Pay shall be based on normally scheduled hours of the permanent assignment.

New Years Eve	Thanksgiving Day
New Years Day	Friday after Thanksgiving
Christmas Eve Day	Memorial Day
Christmas Day	Good Friday

\* Labor Day shall be considered a paid holiday for eligible employees only if school commences prior to the holiday.

In the event that any of the designated holidays fall other than during the regular work week, the following rules shall apply:

- 1) Should the holiday fall on Saturday, Friday shall be considered the holiday.
- 2) Should the holiday fall on Sunday, Monday shall be considered the holiday.
- 3) Both 1 and 2 above are subject to the provision that no day when school is in session shall ever be considered a holiday. In the event either 1 or 2 would result in placing observance of the holiday on a day when school is in session, then the following would apply:

Employees shall receive either an extra day's pay or be given the equivalent amount of released time as determined by the administration. The administration shall consider the wishes of the employees in this matter, to the extent of polling the employees and discussing the matter with the representatives of the Union, but the final decision will rest with the administration.

All regular employees will be paid for the above holidays provided they work on the scheduled work days previous to and following the holiday, unless vacation or sick leave is taken or absence is previously excused by the Supervisor.

#### ARTICLE XVI LEAVES

##### 1. Paid Leaves/(Short-Term)

- a) Jury Duty Leaves. All employees who are called to jury duty shall notify the Superintendent or his designee as soon as notice is received. The employee shall request the Court to defer jury duty whenever possible to the summer months. The Personnel Office will confirm and support any such requests when necessary.

Employees who cannot obtain a deferment shall be released for jury duty. Such employees shall receive the difference between their regular daily wages and pay received for jury duty on those days when they are in session by Court Rule or local custom.

An employee required to appear in Court either as principal or subpoenaed witness shall suffer no loss of pay or leave days.

- b) Funeral Leaves. In the event of death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) days for funerals held within 300 miles of the school district.
- 1) Should the funeral be held beyond a distance of 300 miles from the district, up to two (2) additional days may be requested without loss of pay.
  - 2) The immediate family is defined as:  
Mother/Father, Husband, Children, Sister/Brother, Mother/Father-in-Law, Grandparents, Grandchildren, or dependant living in the household of the employee.

In the event of the death of an employee of the Board in this bargaining unit, funeral leave shall be restricted to a representative number of employees within the bargaining unit to attend the funeral, with that number to be mutually agreed upon between the Director of Personnel and the Chief Steward.

- c) Primary Sick Time will remain in effect. It will be the sick time accumulated prior to September 1, 1989.

Each day allotted shall be based on hours scheduled for the employee at the time they are allotted. If the employee changes positions resulting in more or less hours, sick day hours shall be prorated accordingly. In regards to temporary assignments, employees shall be allowed to utilize their sick bank in accordance with the hours of assignments if it exceeds five (5) working days. Existing banks at the commencement of the Agreement shall be converted to hours in accordance with the process mentioned above.

- d) Secondary Sick Bank will be hours earned after September 1, 1989:
- a. Seven (7) Special Purpose Days.
  - b. Six (6) Sick Days.
  - c. These Special Purpose Days and Sick Days may be used on days when there are one-half (1/2) days.
  - d. These days which are unused during the school year may be reimbursed on the last payroll in June at the employee's option. The reimbursement is on the following basis:



13 days @ 110% of rate  
5-12 days @ 100% of rate  
1-4 days @ 90% of rate

2. Personal Leaves of Absence. Personal leaves of absence with seniority accumulation, but without pay and benefits, for up to one (1) year may be granted by the Board of Education or its designee to employees who have completed one (1) year of service to the Gibraltar School District and request same in writing. Any member of the bargaining unit taking a personal leave of absence may return from the leave of absence to a job to which he/she can bump in accordance with his/her seniority.

All employees returning to employment from such leave shall receive all pay raises and benefits applicable during the period of absence but this provision shall not be interpreted to infer any payment of wages or fringes during said leave.

**ARTICLE XVII**  
**NO STRIKE OR LOCKOUT CLAUSE**

The parties recognize that strikes (as defined by P.A. 336 of 1947, as amended, of Michigan Public Employees Relations Act) are contrary to law and public policy. The BOARD and the employees subscribe to the principle that differences should be resolved by good-faith bargaining in keeping with the highest standards of Municipal government without interruption of essential government services. Accordingly, the UNION agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage or support any such strike or any interference with the operation of the school district.

No lockout of employees shall be instituted by the BOARD during the term of this Agreement.

**ARTICLE XVIII**  
**MISCELLANEOUS PROVISIONS**

1. Hours/Work Week-Miscellaneous Other Economic Provisions.
- a) Work Week/Day/Year. The work week is defined as commencing at 12:01 a.m. on Monday and ending 120 hours hereafter. The work year is defined as those days the cafeteria is operational to serve students.
  - b) The Normal Work Day. The normal work day generally shall be constructed in consecutive hours, excluding lunch period. If the BOARD finds it necessary to establish split shifts, the assignment to such shall be voluntary through the bid procedure. In the absence of any bidders, the BOARD shall have the right to assign existing employees to a portion of a

shift that is consecutive and hire additional personnel to fill the balance.

c) Overtime.

- 1) All work time over 8 hours per day = Rate of pay-time and one-half (1-1/2).
- 2) All work time over 40 hours per week = Rate of pay-time and one-half (1-1/2).
- 3) All work time on Sundays or Holidays = Rate of pay-double time (2).
- 4) All work time on Saturday = Rate of pay-time and one half (1-1/2).
- 5) Employees will not be required to bypass work on a normal work day in favor of working a Saturday or Sunday to eliminate the time and one-half (1-1/2) pay scale, unless that employee is on a regular assignment which includes regular Saturday or Sunday work as part of the work week schedule.
- 6) For purposes of computing overtime pay, all hours worked shall be counted in a given day or week.

d) Distribution Of Overtime/Extra Work Hours. Overtime/extra hours shall be rotated according to seniority and qualification by building. When a sufficient number of employees within a building complex are not available to perform added work hours or overtime, the Cafeteria Supervisor shall then rotate overtime/added hours from the master seniority list. For purposes of this section, Carlson and Shumate are considered as one complex.

e) Relief Periods. Employees covered by this Agreement shall receive a daily relief period to be scheduled in a manner which does not detract from the efficient operation of the daily program. Such relief periods are to be scheduled in accordance to hours worked daily.

8 hours or more = two (2) 15 minute relief periods.  
Over 4 to 8 hours = one (1) 15 minute relief period.

f) Call-In Pay. Whenever an employee is called back to work from home after completion of, or prior to the start of, a regularly scheduled working day, the employee shall receive pay for the actual hours worked, or a minimum of one-half (1/2) their normally scheduled daily hours at the straight time hourly rate, whichever is greater.

- g) Reporting Pay. Any employee permitted to come to work at the normal reporting time without being notified by the Cafeteria Supervisor that there will be no work, shall receive one-half (1/2) their normally scheduled daily hours.
- h) Act of God Days. Cafeteria employees will be paid normal pay for Act of God days.

An Act of God day is defined as any of the 180 days which count for State Aid on which school is cancelled by the Superintendent of Schools, or his designee, due to weather or any other circumstance beyond the control of the Board of Education.

- i) Uniform Allowance. Regular employees covered by this Agreement shall receive a uniform allowance as follows:

	<u>1987-88</u>	<u>1988-89</u>
8 Hour Employees	\$135.00	\$140.00
Greater than 4 but less than 8 Hour Employees	\$125.00	\$130.00
Under 4 Hour Employees	\$105.00	\$110.00

1. The uniform allowance will be increased by a \$25.00 one-time increase.
2. There will be receipts required within thirty (30) days of payment.
3. There will be agreement as to style and color of uniforms.

The BOARD shall pay employees for such allowance in the first pay period after the commencement of school or, in regard to new employees, following completion of the probationary period. Such allowances shall be shown as separate figure on the paycheck.

- j) Medical Requirement. All employees shall be obligated to conform to BOARD requirements on matters relating to medical examinations, TB testing, at the BOARD's expense. The BOARD shall designate the Doctor/Agency of it's choice for examinations to be taken.
- k) Optional Group Hospitalization Coverage. Employees may participate in the same group health coverage as provided to members of the Secretarial Bargaining Unit, at their own expense, by making arrangements for scheduled pre-payment of premiums via payroll deductions.

- 1) Cancelled Days. Employees in this bargaining unit shall be made whole for pay lost due to the cancellation of the hot lunch program on days not so scheduled in the school calendar beyond two (2) such occurrences. These days shall not include Act of God days or shut downs caused by labor strife such as strikes.

**ARTICLE XIX**  
**WAIVER & SCOPE OF AGREEMENT**

No agreement, alternation, understanding, variation, waiver or modification of any of the terms or covenants contained herein shall be made by any employee or group of employees with the BOARD, unless executed in writing between the parties hereto.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of Law or by any Court of competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such Court or Tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XX  
TERMINATION AND MODIFICATION

2  
This Agreement shall continue in full force and effect until August 31, 1993. If either party desires to terminate or amend this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination or amendment. If neither party gives notice or both withdraw same prior to the termination date of this Agreement, it shall automatically renew itself year to year.

Notice of termination or modification shall be sufficient if sent by Certified Mail to the recognized mailing address of the other party. If such notice is sent to the UNION:

The International Union of Operating Engineers  
Local #547, AFL-CIO  
13020 Puritan Avenue  
Detroit, Michigan 48227

and, if the BOARD, addressed to:

Gibraltar School District  
33494 West Jefferson  
Rockwood, Michigan 48173

or to any other address the parties may make available to each other.

The effective date of this Agreement is September 1, 1989.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

FOR GIBRALTAR BOARD OF EDUCATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

FOR THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 547  
AFL/CIO

By: \_\_\_\_\_  
Business Manager

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Recording/Corresponding Secretary

\_\_\_\_\_  
Date

APPENDIX ACC  
1131SALARY SCALE

1. Will be increased by five (5%) percent at each level each of the three (3) years.

2. WAGE SCHEDULE

		<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Head Cook	<u>Probationary Rate</u>	\$7.47	\$7.84	\$8.23
	<u>Permanent Rate</u>	8.15	8.56	8.98
Helper/ Cashier	<u>Probationary Rate</u>	\$7.26	\$7.62	\$8.00
	<u>Permanent Rate</u>	7.68	8.06	8.46

II. LIFE INSURANCE

Within the provisions of the insurance carrier, the BOARD will supply to employees who apply, the following coverage:

Life AD & D                      September 1, 1989      \$22,500

VISION INSURANCE

Within the provisions of the Insurance Carrier, the BOARD will supply to all regular employees covered by the Agreement the Vision Care Program in effect on 7/8/87.