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June 30, 1975

CAFETERIA

EMPLOYEES

CONTRACT

Eaton Rapids

I.U.O.E.
13020 Puritan
Detroit 48227

CAFETERIA

EMPLOYEES

CONTRACT

CAFETERIA & LAUNDRY WORKERS' AGREEMENT

between

Eaton Rapids Public Schools, hereinafter referred to as the Employer,

and

The International Union of Operating Engineers, Local #547

AFL-CIO hereinafter referred to as the Union.

ARTICLE 1

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE 11

NON DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, state and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion or national origin.

ARTICLE 111

UNION RECOGNITION

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.

(b) The term "employee" as used herein shall include all full time and part time Head Cooks, Head Bakers, Cooks, Bakers, Head Salad Makers, Salad Makers, and Cafeteria Helpers employees of the Employer.

ARTICLE 1V

UNION SECURITY

(a) It shall be a condition of employment that all permanent employees of the Employer covered by this Agreement who are members of the Union in good standing, shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement, who do not join the Union, shall as a condition of employment pay to the Union a service charge as a contribution toward the administration of this Agreement in an amount equal to initiation fee and dues as charged all other respective members of the Union.

(b) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(c) Either party to the Agreement shall have the right to re-open negotiations pertaining to Union Security when the laws applicable thereto have been changed by gining the other party thirty (30) days written notice.

(d) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

(e) Savings Clause: The Union will protect and save harmless the Board (Employer) from any and all claims, demands, suits and other forms of liability, including attorney fees, incurred therewith, by reason of action taken or not taken by the Employer for the purpose of complying with this section.

ARTICLE V

CHECK-OFF

(a) The Employer shall deduct from the wages of Employees covered by this Agreement and remit to the Union, on or before the 15th day of each month, following that which deductions were made, dues uniformaly required as a condition of membership in the Union only in such cases as the Employee files with the Employer the proper written authorization to do so.

(b) Such dues, as and when deducted, shall be kept separate from the Employer's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

(c) SAVING CLAUSE: The Union will protect and save harmless the Board (Employer) from any and all claims, demands, suits, and other forms of liability, including attorney fees, incurred therewith, by reason of action taken or not taken by the Employer for the purpose of complying with this section.

ARTICLE VI

MANAGEMENT RIGHTS

The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause subject, however to the employee's right to bring a grievance if any provision of this agreement is violated by the exercise of such management function.

All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

The Employer will take reasonable measures in order to:

1. Provide heat, light and ventilation to employees at their place of work; and
2. Control drafts, noise, toxic fumes, dust, dirt, grease, and job hazards to which employees are subject at their places of work.

ARTICLE V11

NEW JOBS

(a) The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification the Employer has the right to develop and establish such new or revised job descriptions, specification and classification, rates of pay and to place them into effect. Whenever new building or a job is made operational the Employer shall establish the job description.

(b) The Employer will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to discuss the rate and classification.

ARTICLE V111

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered under this Agreement only for this purpose of instructional training, experimentation or in cases of emergency.

ARTICLE 1X

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. 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 X

DISCIPLINE DISCHARGE

Dismissal, Suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of agreed upon rules, as appear in the employee handbook.

ARTICLE X1

TRANSFERS AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one pay period from the date of vacancy, and the employees shall be given five (5) days time in which to make written application. The senior employee making application shall be transferred to fill the vacancy or new position proveded, she is best qualified to perfom the duties of the job involved. Newly created position or vacancies are to be posted in the following manner: the type of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(b) Temporary transfers to a higher classification are not to exceed ten (10) working days during which period of time there shall be no difference in the rate of pay. If the transfer exceeds the (10) working days then the employee shall receive the rate of pay for that classification for all hours worked in that classification.

(c) Temporary transfers shall be for a period of no longer than thirty (30) days of transfer (except extensions by agreement) shall be considered an open position and be posted.

(d) An agreed to seniority list shall be made available to each employee covered

by this Agreement on or about July 1 of each year, such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE X11

SENIORITY

(a) Employees shall be regarded as probationary employees for the first ninety (90) days of active employment. Lay off or discharged probationary employees shall not have recourse to the terms of this Agreement.

(b) Probationary employees eompleting their probationary period satisfactorily shall be granted seniority to date of hire. Employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer.

(c) Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled lay off shall have the right to displace a lesser seniority employee who is on a classification previously held by the employee; provided, the senior employee is qualified to hold the position held by the least seniority employee.

(d) An employee will lose her seniority for the following reasons:

(1) She resigns

(2) She is discharged for cause

(3) She is absent for one (1) working day withour notifying the Employer and/or withour a good and sufficient reason.

(e) Any employee in the bargaining unit elected or appointed to full time office in the Union whose duties require her absence from her work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during her term of office and at the end of such term shall be entitled to resume her regular seniority status and all job and recall rights.

(f) Seniority shall continue to accumulate for an employee who is transferred to a supervisory employee.

(g) During her term of office the Chief Stweard shall be deemed to head the seniority lists for the purpose of shift preferance, lay off and recall rights, provided, she is qualified to do the required work. Upon termination of her term, she shall be returned to her regular seniority status.

ARTICLE X111

VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the building of the schools system 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 grievance; provided, that said observation shall not be in areas which would be detrimental to the management and function of the school system and its students.

ARTICLE X1V

GRIEVANCE PROCEDURE

A grievance shall be a direct or an alleged violation of this contract.

Step One

A. An employee having a grievance shall present it orally to the cafeteria manager.

B. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the supervisor to call the steward.

Step Two

A. The steward shall reduce the grievance to writing and indicate the alleged contract violation and the remedy desired.

B. The aggrieved employee and her supervisor shall sign the grievance.

C. The grievance shall be submitted to the Business Manager with-in five (5) working days from the date of Step One, A. above.

Step Three

A. The steward shall meet with the Business Manager to discuss the grievance within five (5) days of its written submission to the Business Manager.

B. The Business Manager shall give his decision in writing relative to the grievance within ten (10) days of her meeting with the steward.

Step Four

A. Any appeal of a decision rendered by the Business Manager shall be presented to the Superintendent of Schools within five (5) working days and the Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the Business Manager was not satisfactory.

Step Five

A. Any appeal of a decision rendered by the Superintendent shall be presented to the Secretary of the Board of Education within five (5) working days and the Board shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons why the decision of the Superintendent was not satisfactory.

Step Six ARBITRATION OF GRIEVANCES

A. Within fifteen (15) days after notice of intent to appeal the grievance to arbitration, the party appealing shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one remains. The remaining person shall there-upon be accepted by both parties as the Arbitrator.

B. The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.

C. Each party shall be responsible for the expenses of the witnesses that they may call.

D. The Arbitrator shall not have jurisdiction to subtract or modify any terms of this Agreement or any written amendments hereof or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

E. The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

F. The fees and expenses of the Arbitrator shall be shared equally by both parties.

ARTICLE XV

A. Leaves of absence without pay shall be granted for reasonable periods of time for the purposes listed below:

1. Physical or mental illness.
2. Maternity
3. Training related to an employee's regular duties in an approved educational institution.
4. Prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

B. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union.

C. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer Maternity leaves shall not exceed nine (9) months. Probationary employees shall not be eligible for leaves of absence.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1.

A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.

B. The normal work day shall be eight (8) consecutive hours which shall include a one-half (½) hour paid lunch period.

C. All employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first half of their work day and one (1) fifteen (15) minute rest period during the second half of their regularly scheduled work day, providing the rest period does not interfer with the normal operation of the cafeteria.

Section 2.

A. Overtime rates will be paid as follows:

1. Time and one-half (1½) will be paid for all time worked in excess of eight (8) hours in a twenty-four hour period; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.

Section 3. Distribution of Overtime

A. Overtime shall be divided and rotated as equally as possible withing the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

ARTICLE XV11

ACT OF GOD DAYS

A. Whenever a Act of God day would be declared by the Employer because of conditions beyond the Employer's control, the Employee would receive a minimum of four (4) hours pay if she reports for work before being notified otherwise.

B. Each employee covered by the terms of this Agreement shall be eligible to receive pay, up to a maximum of two days, for those days declared by the School Administration or Board of Education that as an Act of God there will be no school in session.

ARTICLE XV111

UNIFORM ALLOWANCE

All employees covered by this Agreement shall receive a uniform allowance of one hundred ($100) dollars per school year, to be pro-rated on the bases of 1/180th of the sum for the year, paid for each day worked during the year.

Payment shall be made twice per year at the end of each semester.

All absences that are beyond the control of the employee shall not effect the Uniform Allowance.

ARTICLE X1X

JURY DUTY

A. Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service. up to a period of sixty (60) days.

ARTICLE XX

SICK LEAVE AND FUNERAL LEAVE

A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month worked with a limit of 66. It is understood that part time employees shall be entitled to a pro rata portion of all benefits provided under this paragraph and other paragraphs of this Agreement.

B. Sick leave shall be granted to an employee when she is incapacitated from the performance of her duties by sickness, pregnancy, injury or for medical, dental or optical treatment; provided, that an employee must immediately notify the Employer in the case of pregnancy and shall then be granted a leave of absence immediately. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to contagious disease, the presence of the employee at their employment position would jeopardize the health of others.

C. A cash bonus of five (5.00) dollars for each unused sick day will be paid to the employee upon their retirement in accordance with the Retirement Article of this Agreement.

D. Funeral Leave

1. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one of the following: spouse, children, parents, mother-in-law, father-in-law, brother or sister.

2. Employees may be granted, by the Business Manager, one day, with pay, to attend funerals of others. The decision of the Business Manager, in such case, shall not be subject to the grievance procedure.

ARTICLE XXI

HOLIDAYS

A. The Employer shall pay the normal days pay for the following holidays, even though no work is performed by the employee:

New Years Day	December 24th
Good Friday	Christmas Day
Memorial Day	December 31st
Thanksgiving Day	Labor Day - provided the employee is called to work previous to Labor Day
Day after Thanksgiving	

B. Whenever one of the above holidays is generally observed on a day other than the calendar date of such holiday; the same observance of such holiday shall apply to this contract for the purpose of determining time off and holiday pay.

ARTICLE XXII

FULL TIME PART TIME EMPLOYEES

Section 1. Full Time Employees. A full time employee is defined as an employee who works the established hours in the department, or averages not less than six (6) hours per day.

Section 2. Part Time Employees: A part time employee is defined as one who works less than the established hours in the department on a regular daily schedule, or less than six (6) hours per day but more than three (3) hours per day.

ARTICLE XXIII

RETIREMENT

Cafeteria personnel shall retire at age 62 unless an extension is approved by the Board of Education. Requests for extensions, up to one year at a time, should be accompanied by a doctors statement of physical health.

ARTICLE XXIV

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, viriation waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless the same has been ratified by the Union and executed in writing by the parties hereto.

Section 2.

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 of and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements 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 XXVI

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXVII

TERMINATION, CHANGE OR AMENDMENT

This Agreement shall become effective as of July 1, 1972 and remain in full force and effect until June 30, 1975. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such written notice shall be sent by registered mail to the recognized address of the other and shall be deposited at least ninety (90) days prior to the anniversary of this Agreement.

BOARD OF EDUCATION OF
EATON RAPIDS PUBLIC SCHOOLS

BY J. Dean Winter
(President)

BY Henry Benjamin
(~~Secretary~~)

INTERNATIONAL UNION OF OPERATING
ENGINEER, LOCAL # 547 AFL-CIO

BY Richard Rammel
(President)

BY Robert B. Ross
(Business Manager)

BY J. O. Jordan
(Recording-Corresponding Secretary)

WAGE SCHEDULE

EATON RAPIDS PUBLIC SCHOOLS
EATON RAPIDS, MICHIGAN

1972-1973

Classification	Probationary Rate	Base Rate
Director of Cafeteria	-	$3.45
Head Cook	$2.55	2.80
Head Baker	2.55	2.80
Cook	2.35	2.60
Baker	2.35	2.60
Head Salad Maker	2.35	2.60
Salad Maker	2.20	2.45
Cafeteria Helper	2.15	2.40

1973-1974

Classification	Probationary Rate	Base Rate
Director of Cafeteria	-	$3.66
Head Cook	$2.70	2.97
Head Baker	2.70	2.97
Cook	2.49	2.76
Baker	2.49	2.76
Head Salad Maker	2.49	2.76
Salad Maker	2.33	2.60
Cafeteria Helper	2.28	2.54

1974-1975

Classification	Probationary Rate	Base Rate
Director of Cafeteria	-	$3.88
Head Cook	$2.86	3.15
Head Baker	2.86	3.15
Cook	2.64	2.93
Baker	2.64	2.93
Head Salad Maker	2.64	2.93
Salad Maker	2.47	2.76
Cafeteria Helper	2.42	2.69

Longevity Pay

An Additional 10¢ per hour after 5 years of service
An additional 10¢ per hour after 10 years of service
An additional 10¢ per hour after 15 years of service
An additional 10¢ per hour after 20 years of service
An additional 10¢ per hour after 25 years of service
An additional 10¢ per hour after 30 years of service

LETTER OF AGREEMENT

between

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, AFL-CIO

and

THE EATON RAPIDS PUBLIC SCHOOLS

It is hereby agreed between the parties hereto that the below listed Salary Schedule shall replace the Salary Schedule in the Agreement for the Cafeteria Employees dated July 1, 1972 through June 30, 1975.

EFFECTIVE September 1, 1974

CLASSIFICATION	PROBATIONARY RATE	BASE RATE
Director of Cafeteria	[illegible]	$3.93
Head Cook	$2.90	3.19
Head Baker	2.90	3.19
Cook	2.68	2.97
Baker	2.68	2.97
Head Salad Maker	2.68	2.97
Salad Maker	2.51	2.80
Cafeteria Helper	2.45	2.72

BOARD OF EDUCATION
EATON RAPIDS PUBLIC
SCHOOLS.

By Lawrence S. Zeller

By Marine Lapeiff

By J. Andrew Warner

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
#547 - AFL-CIO

By Robert B. Ross
Business Manager

By Richard Rammel
President

By J. O. Jordan
Secretary

Eaton Rapids Public Schools

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