

A G R E E M E N T

between

JEFFERSON SCHOOLS

2400 N. Dixie Highway
Monroe, MI 48161-5213

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO

500 Hulet Drive
Bloomfield Township, MI 48302

CAFETERIA
BARGAINING UNIT

July 1, 2011 through June 30, 2013

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1 Article I

2 Purpose

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

7 The terms "employee" and "bargaining unit member" as used herein shall include all
8 personnel included in Article 2. Wherever in this Agreement the masculine pronoun or the feminine
9 pronoun is used, the reference is to all bargaining unit members, regardless of gender.

10
11 Article II

12 Union Recognition, Agency Shop, Check Off

13 **Section 1. Union Recognition**

14 (a) The Board hereby recognizes the International Union of Operating Engineers, Local 324,
15 AFL-CIO, hereinafter called the Union, as the sole and exclusive bargaining agent of the
16 employees covered by this Agreement for the purposes of collective bargaining with respect to
17 rates of pay, wages, hours of employment and other conditions of employment.

18 (b) The term "employee" as used herein shall include all Kitchen Heads, Cooks and Cafeteria
19 Helpers, excluding Supervisors, per diem substitutes, and all other employees.

20 **Section 2. Agency Shop**

21 (a) All employees employed in the bargaining unit, or who become employees in the bargaining
22 unit, who are not already members of the Union, shall within forty-five (45) working days of
23 this provision, or within forty-five (45) working days of their hire by the Board, whichever is
24 later, become members, or in the alternative, shall within forty-five (45) working days of their
25 hire by the Board, as a condition of employment, pay the Union a service charge in an amount
26 equal to the regular monthly dues uniformly required of employees of the Board who are
27 members.

28 (b) An employee who shall tender or authorize the deduction of membership dues (or service
29 fees) uniformly required as a condition of acquiring or obtaining membership in the Union,
30 shall be deemed to meet the conditions of this Article so long as the employee is not more
31 than sixty (60) calendar days in arrears in payment of such dues (or fees).

- 1 (c) Employees who fail to comply with the provisions of this Article shall be discharged by the
2 Board within thirty (30) calendar days after receipt of written notice of such default is
3 delivered to the Board by the Union.
- 4 (d) If any provision of this Article is deemed invalid under Federal or State law, said provision
5 shall be modified to comply with the provision of the law.
- 6 (e) The Union agrees that it will make membership in the Union available to all employees
7 covered by this Agreement on the same terms and conditions as are generally applicable to
8 other members of the Union.
- 9 (f) In the event that the Union refuses to accept any person so hired as a member, said person
10 may continue in employment by paying the monthly fees.

11

12 **Section 3. Check-Off**

- 13 (a) The Board shall deduct the initiation fee and Union dues or service fees from each employee's
14 pay and transmit the total deductions to the Financial Secretary of the Union on or before the
15 fifteenth (15th) day of the month following that month which said deductions were made
16 together with a listing of each employee's identification number, and the amount that is
17 deducted each month, provided however, that the employee shall have submitted to the Board
18 an authorization card signed by the employee from whose pay said deductions are to be made.
- 19 b) Such initiation fees, dues or service fees, as and when deducted shall be kept separate from the
20 Board's general funds, shall be deemed trust funds, and shall be forwarded to the Union
21 forthwith.

22

23 **Article III**

24 **Visitation**

25 Upon request by the Union and approval of the Building Principal or Director of Business &
26 Finance, and the presentation of proper credentials, officers or accredited representatives of the
27 Union shall be admitted onto the Board's premises during working hours for the purpose of
28 ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the
29 adjusting of grievances, provided, said visitation shall not disrupt orderly operations.

1 **Article IV**

2 **Stewards**

- 3 (a) The employees will be represented by a Chief and an Alternate Steward, who shall be chosen
4 or selected in a manner determined by the Union, and whose names shall be made known to
5 the Board in writing.
- 6 (b) Reasonable arrangements may be made to allow the Chief or Alternate Steward released time
7 for the purpose of investigating grievances and to attend grievance and negotiating meetings.
8 Such arrangements must be made with the Director of Business & Finance as to the time and
9 reimbursement for such time off, should the time off fall within the working hours of the
10 affected employee.
- 11 (c) The Chief Steward shall be supplied the following information within a newly hired
12 employee's first week of employment: name, address, date of hire, identification number,
13 classification and job location.

14 **Article V**

15 **Rights of the Board of Education**

- 16 (a) The Board shall have the right to exercise customary and regular functions of management,
17 including the right to hire, promote, transfer, or to suspend, discharge, or demote employees
18 for just cause, subject however, to the employee's right to bring a grievance if any provision of
19 this Agreement is violated by the exercise of such management function.
- 20 (b) All rights, powers and interests which have not been expressly granted to the Union by the
21 provisions of this Agreement are reserved to the Board.

22
23 **Article VI**

24 **Safety**

25 The Board will take reasonable measures in order to prevent and eliminate any present or
26 potential job hazards which the employees encounter at their places of work in accordance with the
27 provisions of the Occupational Safety and Health Act, State and Local regulations.

1 Article VII

2 Jurisdiction

- 3 (a) Persons not covered by the terms of this Agreement shall not perform work covered by this
4 Agreement, except for the purpose of instructional training, experimentation or in cases of
5 emergency.
- 6 (b) A bargaining unit member shall be present, and assist as needed, whenever District-sponsored
7 school groups use District kitchen facilities (excluding concession stand areas) for the cooking
8 of food. This provision does not apply to events that require only the preparation and serving
9 of pre-packaged foods.
- 10 1. When employees are required to be present and assist at District-sponsored events
11 that meet the above criteria, such work is offered initially to bargaining unit members
12 assigned to the building in which the event is being held. If all bargaining unit
13 members within the building decline the offered work, the work shall be offered to
14 other bargaining unit members on a rotating basis.
- 15 2. When such work as described above creates an overtime opportunity, the overtime
16 will be compensated in accordance with Article XV, Section 5 of this Agreement.

17
18 Article VIII

19 Contractual Work

20 The right of contracting or subcontracting is vested in the Board. The right to contract or
21 subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against
22 any of its members.

23
24 Article IX

25 Seniority

- 26 (a) A newly hired employee shall be on probationary status for a period of ninety (90) working
27 days, taken from and including the first day of employment. In the event that two or more
28 new employees share the same first day of employment, seniority among the new employees
29 will be determined by to the last four digits of the employees' Social Security Number, with
30 the higher numbers prevailing for greater seniority. If at any time prior to the completion of
31 the ninety (90) working days probationary period, the employee's work performance is
32 unsatisfactory, the employee may be dismissed by the Board during this period without appeal

1 by the Union. Probationary employees who are absent during the first ninety (90) working
2 days of employment, shall work additional days equal to the number of days absent and said
3 employee shall not have completed his/her probationary period until these additional days
4 have been worked.

5 (b) Upon satisfactory completion of the probationary period, the employee's seniority date shall
6 be retroactive to the employee's date of unit hire. Seniority shall be determined by the
7 employee's continuous service with the Board, subject to the provisions stated in this Article.

8 (c) Employees shall be laid off and recalled according to their seniority in their classification.

9 1. Employees in the unit may be on layoff status for a period not to exceed two (2)
10 consecutive years, or their length of seniority, whichever is less. After that time,
11 employment with Jefferson Schools will be terminated.

12 2. Necessary employee layoffs will begin with Class II personnel. In the event it is
13 necessary to lay-off a Class I employee, only the least senior Class I employee who is laid
14 off is eligible to bump the least senior Class II employee. If a Class I employee bumps
15 down to a Class II position, he/she will carry his/her unit seniority to the Class II unit
16 position.

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

- 18 1. The employee resigns.
- 19 2. The employee is discharged for cause.
- 20 3. The employee retires.
- 21 4. The employee transfers to a different unit.

22 (e) Seniority shall continue to accumulate within the bargaining unit for an employee who is
23 transferred to a supervisory position with that employee having the right to exercise his/her
24 seniority and return to the bargaining unit in the event that the employee vacates his/her
25 supervisory position provided there is a vacancy.

26 (f) An updated seniority list shall be furnished to each employee covered by this Agreement on or
27 about October 1st of each year. Such list shall contain each employee's name, date of hire, job
28 classification, scheduled number of hours worked per week, and the monthly dues amount to
29 be collected (as provided by the Union). Objections to the list shall be filed by October 31st.
30 Thereafter, the list shall be considered final and conclusive for the subsequent twelve (12)
31 months, at which time an updated seniority list will be developed.

1 (g) All employees shall be classified as Class I or Class II. Class I shall include only Kitchen
2 Heads. Class II shall include all other employees.

3
4 **Article X**

5 **Transfer and Promotional Procedure**

6 **Section 1. Vacancies and New Positions**

7 (a) **General** Notice of all vacancies and newly created positions within the bargaining unit, with
8 the exception of Kitchen Heads, shall be posted on employee bulletin boards within one (1) pay
9 period from the date of the vacancy, and the employees shall be given five (5) working days time in
10 which to make application to fill the vacancy or the new position. The senior employee making
11 application shall be transferred to fill the vacancy or new position, provided the employee has the
12 necessary qualifications to perform the duties of the job involved. Newly created positions or
13 vacancies are to be posted in the following manner: the type of work, the starting date, the rate of
14 pay, the hours to be worked, and the classification. Kitchen Head positions shall be posted and
15 contain the same information as above. However, management reserves the right to select from all
16 applicants without regard to seniority.

17 (b) **Bump/Bid** In the event that the assigned hours of a job are either increased or decreased by
18 one (1) hour or more, the Administration will schedule a bump/bid meeting within five (5) working
19 days after the change of assigned hours has taken place. In the event that the assigned hours have
20 been increased or decreased by less than one (1) hour, the Administration will schedule a bump/bid
21 meeting after the end of the school year, but not later than August 21st.

22 **Section 2. Probationary Period**

23 A transferred or promoted employee shall serve a trial period of sixty (60) working days at
24 the base rate of pay for that position. During the sixty (60) working days trial period, the employee
25 may request to return to his/her former position and the Board shall honor such request, or in the
26 event that the employee's work performance is unsatisfactory, the Board shall have the right to
27 return the employee to his/her former position. In the event that the Employer returns the
28 employee to his/her former position, the Board shall give the affected employee the written reason
29 or reasons why his/her work performance was not satisfactory. During the time period that the
30 employee is serving the sixty (60) working days trial period, the Board may fill the vacated position
31 with a substitute employee. Upon satisfactory completion of the sixty (60) working days trial period,

1 the vacated position shall then be posted for bidding and filled as specified under Section 1,
2 paragraphs (a) and (b) of this Article.

3
4 **Section 3. Temporary Transfers**

5 (a) An employee temporarily transferred from his/her classification to another classification
6 within the bargaining unit shall be paid the higher rate of the two (2) positions.

7 (b) Temporary transfers shall be for a period of no longer than sixty (60) calendar days except in
8 the event that both parties mutually agree to extend the temporary transfer beyond the sixty
9 (60) calendar days. In the event that it is not mutually agreeable to extend the temporary
10 transfer beyond the sixty (60) calendar days, the position shall then be considered an open
11 position and posted for bidding from interested employees.

12
13 **Section 4. Temporary Vacancy**

14 In the event of a temporary vacancy within the bargaining unit and such temporary vacancy
15 shall be for a minimum of six (6) months, that vacancy shall be posted as a temporary vacancy. All
16 employees in that kitchen who work a lesser number of hours may bid on the vacancy and the
17 Board shall award the temporary vacancy to the senior employee making application, provided the
18 employee has the necessary qualifications to perform the duties of the job. A temporary vacancy is
19 deemed to be a temporary vacancy provided that it is for a minimum of six (6) months duration and
20 shall be for as long as the regular employee is off the job but is due or scheduled to report back to
21 his/her regular work assignment. All/any openings created by transfers may be filled by a substitute
22 employee. Management shall not be bound to fill the temporary vacancy. Benefit rights are in no
23 way extended to any employee who is a temporary transfer.

24 Section 1 of this Article shall prevail if the vacancy involves the Kitchen Head. In the event
25 that the employee on temporary leave does not return, the position shall be filled under parts (a) and
26 (b) of Section 1 of this Article.

27
28 **Article XI**

29 **New Jobs**

30 (a) The Board shall notify the Union, in writing, when new or revised job duties are required
31 during the term of this Agreement. In the event they cannot be properly placed into an
32 existing classification by mutual agreement between the parties, the Board shall place into

1 effect a new classification and a rate of pay for the job in question, and shall designate the
2 classification and pay rate as temporary. The Board shall notify the Union in writing of any
3 such temporary job, which has been placed into effect upon the institution of such job.

- 4 (b) The new classification and rate of pay shall be considered as temporary for a period of thirty
5 (30) calendar days following the date of written notification to the Union. During this thirty
6 (30) calendar day period, but not thereafter during the life of this Agreement, the Union may
7 request, in writing, that the Board negotiate the classification and rate of pay. The negotiated
8 rate, if higher than the temporary rate, shall be applied to the date the employee first began
9 working in the temporary classification, except as otherwise mutually agreed. In a case where
10 the parties are unable to agree on the classification and/or the rate of pay, the issue may be
11 submitted to the grievance procedure. When a new classification has been assigned a
12 permanent rate of pay, either as a result of the Union not requesting negotiations for the
13 temporary classification during the specified period of time, or as a result of final negotiations,
14 or upon resolving the matter through the grievance procedure, the classification shall be added
15 to and become a part of Schedule A of this Agreement.

16 17 Article XII

18 Discipline/Discharge

19 Dismissal, suspension and/or any other disciplinary action shall be only for just and stated
20 cause(s), which shall be given to the employee in writing, and a copy shall be sent to the Union. The
21 employee shall have the right to defend himself/herself against any and all charges. When the
22 Administration feels disciplinary action is warranted, such action must be initiated within five (5)
23 working days of the date it is reasonable to assume that the Administration became fully aware of
24 the conditions giving rise to the discipline. Among the causes which shall be deemed sufficient for
25 dismissal, suspension, demotion and/or other disciplinary action include but are not limited to:
26 drunkenness, dishonesty, insubordination, moral turpitude, sexual harassment, or willful violation of
27 agreed upon Board rules.

28 An employee may be dismissed, suspended, or disciplined pending investigation, and if the
29 dismissal, suspension, and/or disciplinary action is found to be without justification, the employee
30 shall be reinstated with full back pay, full seniority rights, and all fringe benefits that the employee
31 would have earned during the dismissal or suspension period. If the dismissal is sustained, or the

1 suspended employee is not reinstated through the grievance procedure, the employee shall be
2 deemed dismissed as of the date such action was taken.

3 All disciplinary records will remain in an employee's personnel file. However, after a period
4 of four (4) years from the date of the occurrence which initiated the disciplinary action, it shall not
5 be used or referenced for purposes of future disciplinary action.

6 7 Article XIII

8 Leave of Absence

9 (a) An employee who because of illness or disability which is non-compensable under the
10 Worker's Compensation Law, is physically unable to report to work and has exhausted all
11 means of allowable compensation from the Board, shall be granted a leave of absence
12 provided the employee promptly notifies the Board of the necessity thereof, and provided
13 further, that the employee supplies the Board with a statement from his/her medical or
14 osteopathic doctor of the necessity and length of time for such absence and for the
15 continuation of such absence when the same is requested by the Board. Length of such leave
16 shall be governed by Paragraph (h) of this Article. However, failure to request such leave of
17 the Board within three (3) working days following the last paid day shall be cause for
18 termination unless the employee can show just cause for such failure.

19 (b) Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in
20 the employee's immediate family, which includes husband, wife, children or parents of the
21 employee.

22 (c) Leaves of absence shall be granted for a specified period of time for training related to an
23 employee's regular duties in an approved educational institution.

24 (d) The reinstatement rights of any employee who enters the military service of the United States
25 by reason of an Act or law enacted by the Congress of the United States, or who may
26 voluntarily enlist during the effective period of such law, shall be determined in accordance
27 with the provisions of the law granting such rights.

28 (e) Unpaid leaves of absence will be granted to employees who are active in the National Guard
29 or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field
30 training obligations, or in the event the employees are ordered to active duty for the purpose
31 of handling a Civil Disorder, provided such employees make written request for such leave of
32 absence immediately upon receiving their orders to report for such duty.

- 1 (f) Any employee in the bargaining unit who is either elected or appointed to a full time position
2 or office in the Union, whose duties require his/her absence for one (1) term of office or three
3 (3) years for such office or position shall be granted an unpaid leave of absence for that period.
- 4 (g) All requests for leaves of absence shall be in writing, stating the reason for the request and the
5 approximate length of leave requested, with a copy of the request to be maintained by the
6 Board, a copy furnished to the employee, and a copy sent to the Union.
- 7 (h) An employee who meets all of the requirements as herein before specified in the above
8 provisions (parts (a) through (g)) shall be granted a leave of absence without pay, and shall
9 accumulate seniority during the leave of absence, and the employee shall be entitled to resume
10 his/her regular seniority status and all job and recall rights. Leaves of absence may be granted
11 at the discretion of the Board for reasons other than those listed above when they are deemed
12 beneficial to the employee and the Board. Such leaves may be granted for a period not to
13 exceed one (1) year, with such request to be made prior to July 15 to the Director of Business
14 & Finance.
- 15 (j) Any employee on leave not notifying the Board in writing of his/her status by July 15 shall be
16 deemed a quit. Such notification shall be in the form of a request for additional leave if
17 permissible by contract or a desire to return to active status.

18
19 **Article XIV**

20 **Grievance Procedure**

21 **Definition:**

- 22 (a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the
23 express terms of this Agreement.
- 24 (b) For the purpose of processing grievances, working days shall be defined as Monday through
25 Friday, excluding all days school is not in session. If the grievance process extends into the
26 Summer break period, the terms "working days" and "business days" shall be used
27 synonymously to establish timing requirements for all steps of the grievance process.
- 28 (c) The time elements in the steps may be shortened, extended or waived but only upon written
29 mutual agreement between the parties.
- 30 (d) Any employee or Union grievance not presented for disposition through the grievance
31 procedure within five (5) working days of the occurrence of the condition giving rise to the
32 grievance, or within five (5) working days of the date that it is reasonable to assume the

1 employee or the Union, as the case may be, first became aware of the conditions giving rise to
2 the grievance, unless the circumstances made it impossible for the employee or the Union, as
3 the case may be, to know prior to that date, that there were grounds for such a claim, the
4 grievance shall not hereafter be considered a grievance under this Agreement.

- 5 (e) The failure of the Board, at any step level of the grievance procedure, to communicate the
6 decision on the grievance in writing to the Union within the prescribed time limits set forth in
7 that step level of the grievance procedure, shall permit the union to file an appeal of the
8 grievance at the next higher step of the grievance procedure, but shall not be deemed to be an
9 admission as to the substantive merits of said grievance. The time for filing such an appeal
10 shall be measured from the date on which the response to the grievance was due.

11 **Step 1:**

- 12 (a) Any employee having a grievance shall discuss the grievance with the Building Administrator
13 and then if the grievance is not settled orally, the employee may request to meet with the Chief
14 Steward to discuss the grievance.
15 (b) The Chief Steward then may submit the grievance in writing to the Building Administrator
16 stating the remedy or correction requested plus the facts upon which the grievance is based
17 and the alleged contract violation. The employee and the Steward shall sign the grievance.

18 **Step 2:**

- 19 (a) The Chief Steward shall meet with the Building Administrator to discuss the grievance within
20 five (5) working days of his/her meeting with the employee.
21 (b) The Building Administrator shall give his/her decision in writing relative to the grievance
22 within five (5) working days of his/her meeting with the Chief Steward.

23 **Step 3:**

- 24 (a) In the event that the decision of the Building Administrator is not satisfactory, the grievance
25 shall be appealed to the Director of Business & Finance within five (5) working days from the
26 date of receipt of the decision of the Building Administrator, and the Director of Business &
27 Finance shall meet with the Business Representative of the Union at a time mutually agreeable
28 to them.
29 (b) The Director of Business & Finance shall give his/her decision in writing within five (5)
30 working days of the meeting with the Business Representative of the Union.

31 **Step 4:**

- 1 (a) Any appeal of a decision rendered by Director of Business & Finance shall be presented in
2 writing to the Superintendent of Schools within five (5) working days from the date of receipt
3 of the answer given by the Director of Business & Finance, and the Superintendent of Schools
4 shall meet with the Business Representative of the Union at a time mutually agreeable to them.
- 5 (b) The Superintendent of Schools shall give his/her decision in writing relative to the grievance
6 within five (5) working days of the meeting with the Business Representative of the Union.

7 **Step 5:**

- 8 (a) Prior to arbitration the parties agree to utilize non-binding grievance mediation. This will be
9 facilitated by a mediator from the Michigan Department of Labor or the Federal Mediation
10 and Conciliation Service. The mediator's recommendation is non-binding. If the Union and
11 the Employer do not reach a voluntary settlement the Union may appeal the grievance to
12 arbitration within ten (10) working days after the completion of the mediation.

13 **Step 6:**

- 14 (a) If the appealing party is not satisfied with the recommendation of the mediator, then within
15 ten (10) working days from the date of receipt of the mediator's recommendation, the
16 grievance may be submitted to arbitration.
- 17 (b) The appealing party shall request the Federal Mediation and Conciliation Services to submit a
18 list of five (5) persons to both parties. The representatives of the Board and the Union shall
19 return the submitted list of five (5) persons to the designated mailing address of the Federal
20 Mediation and Conciliation Services within the specified time period, as is furnished to the
21 parties by the Federal Mediation and Conciliation Services, and shall indicate as to their
22 individual preference of the arbitrator, by numbering of said arbitrators one (1 - high) through
23 five (5 - low). The Federal Mediation and Conciliation Services, upon receipt of the returned
24 list by the parties, shall assign the arbitrator based on the highest preference given by both
25 parties of the persons on said list. That person shall be accepted by both parties as the
26 arbitrator.
- 27 (c) In the event that neither party returns the listing of the arbitrators within the specified time
28 period, the Federal Mediation and Conciliation Services shall assign a person as an arbitrator,
29 or in the event that one (1) of the parties fails to return their listing within such time period,
30 the Federal Mediation and Conciliation Services shall assign the arbitrator based on the top
31 preference of the party who did return their listing within the specified time period. In either
32 of these cases, both parties shall accept that person as the Arbitrator.

- 1 (d) The Arbitrator, the Union or the Board may call any relevant person as a witness in any
2 arbitration hearing.
- 3 (e) Each party shall be responsible for the expenses of the witnesses that they call.
- 4 (f) The Arbitrator shall not have jurisdiction to subtract from, or modify any of the terms of this
5 Agreement, or any written amendments hereof, or to specify the terms of a new Agreement,
6 or to substitute his/her discretion for that of the parties hereto.
- 7 (g) The fees and expenses of the Arbitrator shall be borne equally by the parties.
- 8 (h) The Arbitrator shall render his/her decision, in writing, not later than thirty (30) calendar days
9 from the date of the conclusion of the arbitration hearing.
- 10 (i) The decision of the Arbitrator shall be final, conclusive, and binding upon all Employees, the
11 Board and the Union.

12
13 **Article XV**

14 **Hours and Work Week**

15 **Section 1. Work Week and Work Day**

- 16 (a) The regularly scheduled workweek shall consist of forty (40) hours, beginning at 12:01 a.m.
17 Monday and ending one hundred twenty (120) hours thereafter.
- 18 (b) The normal work day shall be eight (8) consecutive hours.

19
20 **Section 2. Overtime Rates Will be Paid as Follows:**

- 21 (a) Time and one-half (1.5) will be paid for all time worked in excess of forty (40) hours in one (1)
22 week for which overtime has not already been earned.
- 23 (b) Time and one-half (1.5) will be paid for all hours worked on Saturday.
- 24 (c) Double time (2) will be paid for all hours worked on Sunday.

25
26 **Section 3. Call Back**

27 Whenever an employee is called back to work after the completion of the employee's
28 regularly scheduled working hours, the employee shall receive pay for the actual time worked at the
29 appropriate rate of pay, or a minimum of two (2) hours pay at the employee's straight time hourly
30 rate, whichever is the greater. The provision shall not apply when an employee is requested to
31 substitute due to the absence of any employee covered by this Agreement, or to situations where the
32 employee voluntarily accepts work in accordance with Article VII(b).

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Section 4. Reporting Pay

On days when school is closed due to an Act of God, employees called to work shall receive a minimum of two (2) hours pay in addition to their regular pay. The decision to call employees to work will be made by the Kitchen Head.

Section 5. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible according to seniority within the building, and among those employees who regularly perform such work.

Section 6. Hours and Work Week

All employees will be paid according to Schedule A of this contract. The number of hours assigned to each employee will be made on a weekly basis and may vary from day to day. Such assignments will be made by the Kitchen Heads through the Food Services Director.

Employees will be given a fifteen (15) minute break for every four (4) consecutive hours worked. A fifteen (15) minute unpaid lunch will also be provided if so requested by the employee.

Class I employees shall be assigned a minimum of thirty-five (35) hours per week. The above minimum is based upon a five (5) day work week. The minimum will be prorated for weeks with less than five (5) scheduled work days.

Article XVI

Sick Leave and Funeral Leave

Section 1. Sick Leave

(a) Each employee covered by this Agreement shall earn sick leave at the rate of one (1) day per month worked; up to ten (10) days leave per year. Employees may accumulate unused sick leave in an individual sick leave bank with a maximum accumulation of sixty five (65) days. These days shall be posted by bookkeeping on an hourly basis as determined by the Employee's Classification as of the first (1st) day of school each year. Optionally, employee may be paid for up to ten (10) earned sick days annually at one-half (50%) of their current compensation rate. Payment for annual accumulated sick leave must be requested by the employee in writing prior to December 1 following the work year within which the sick days were earned.

- 1 (b) Sick leave shall be granted to an employee when he/she is unable to perform his/her normal
2 duties due to illness or disability. Sick leave shall also be granted when a member of the
3 immediate family of the employee requires the care and attendance of the employee due to
4 illness or injury up to a maximum of three (3) days. Immediate family for this Article shall
5 include spouse, mother, father, and children.
- 6 (c) Employees who are unable to perform their duties because of illness or disabilities should
7 notify their Supervisor before or at the start of the work day. If an illness or disability extends
8 beyond the first work day, the employee and the immediate supervisor(s) may make
9 arrangements as to the frequency of notification of the continued illness or disability. If the
10 employee is absent because of illness or disability for more than five (5) days, the employee
11 must submit to the Board a statement from a physician indicating the nature of the illness or
12 disability and that the employee is able to return to work according to health standards. The
13 Board reserves the right to refer the employee to the School Physician for verification of
14 illness or disability, and to determine if the employee is able to return to work.
- 15 (d) Records of sick leave accumulated and taken shall be furnished to the employees on or about
16 October 1st of each year.

17
18 **Section 2. Funeral Leave**

19 All employees covered by this Agreement shall be granted funeral leave, with earned
20 compensation for days the employee was scheduled to work, deductible from the employee's earned
21 allowable sick leave. The days must be consecutive with and include the day of the funeral. Funeral
22 leave with earned compensation shall be granted as follows:

- 23 1. A maximum of five (5) consecutive work days in the event of the death of the employee's
24 spouse, children, step-children, mother, father, step-mother, step-father, brother, or sister.
- 25 2. A maximum of three (3) consecutive work days in the event of the death of the employee's
26 mother-in-law, father-in-law, grandparents, or grandchildren.
- 27 3. One (1) work day in the event of the death of the employee's aunt, uncle, sister-in-law, or
28 brother-in-law.

29 Additional time, when required, to a maximum of five (5) work days, shall also be granted and such
30 additional time shall be charged to the employee's earned allowable sick leave.

1 In the event of the death of an employee of the Board, funeral leave shall be restricted to a
2 representative number of employees within each building to attend the funeral, with that number to
3 be mutually agreed upon between the Superintendent of Schools and the Chief Steward.
4

5 **Section 3. Personal Business Leave.**

6 1. The parties agree there may be personal conditions or circumstances which may require
7 employee absenteeism for reasons other than heretofore mentioned. The Board agrees that
8 such leave, which is not to be deducted from sick leave, may be used under the following
9 conditions:

10 a. Days Granted. All employees are granted two (2) leave days per year for personal
11 business.

12 b. Leave Condition. This leave shall be used only in situations of urgency for the purpose
13 of conducting personal business which cannot normally be transacted on the weekend,
14 after school hours, or during vacation periods.

15 c. Request Procedure. Employees desiring to use such a leave will submit their requests on
16 the application at least three (3) days in advance of the anticipated absence except in
17 cases of emergency; in such case, the employee shall apply as soon as possible. This
18 form must be filed with the Food Services Director.

19 d. Exclusions. Such leave shall not be used for non-essential affairs such as: working at a
20 part-time job, or working for themselves in a commercial enterprise, for hunting, for
21 fishing, for shopping, or other forms of recreation. Such days of absence shall not occur
22 immediately preceding or following a vacation period or holiday if avoidable.

23 e. Authorization. The request form shall be signed by the Superintendent or his/her
24 designee and returned to the employee requesting the leave at least one (1) day prior to
25 the requested date. Approval or rejection will be so indicated on the form.

26 2. Additional Leave. The Superintendent may grant two (2) additional days chargeable to sick
27 leave if an emergency exists. All requests shall be channeled through the Food Services
28 Director.

29 3. Unused personal business days do not accumulate, but are paid at the employee's per diem
30 rate by June 30th each year.
31
32

1 Section 4. Family Medical Leave Act (FMLA).

2 1. The Family and Medical Leave Act of 1993 (FMLA) provides that an eligible employee shall
3 be entitled to a total of twelve (12) work weeks of unpaid leave during any 12-month period
4 for one or more of the following:

5 a. Because of the birth of a son or daughter of the employee and in order to care
6 for such son or daughter.

7 b. Because of the placement of a son or daughter with the employee for adoption
8 or foster care.

9 c. In order to care for the spouse, or a son, daughter, or parent, of the employee, if
10 such spouse, son, daughter, or parent has a serious health condition.

11 d. Because of a serious health condition that makes the employee unable to
12 perform the functions of the position of such employee.

13 e. Other qualifying reasons, as specified under federal FMLA legislation.

14 2. For a serious health condition, an eligible employee may elect or the employer may require to
15 substitute to substitute any of the accrued sick leave of the employee for leave. Paid leave
16 time, where applicable, shall count toward FMLA.

17 3. Leaves of absence, up to a maximum of twelve work weeks as provided by FMLA, without
18 pay, will be granted by the Board upon application for a serious health condition of the
19 employee, of a spouse, son or daughter, or parent.

20 4. During this twelve work week absence, insurance-eligible employees will be entitled to Board
21 paid insurance protection as if the employee was currently working. If the employee fails to
22 return upon completion of the leave and the employee fails to return to work for a reason
23 other than the continuation, reoccurrence, or onset of a serious health condition that entitles
24 the employee to leave under subparagraphs (C) or (D) of Section 2612 (a)(1) of the FMLA –
25 or other circumstances beyond the control of the employee, the employee shall reimburse the
26 District health insurance premiums paid by the employer.

27 5. “Parent” means the biological parent or an individual who stood in *loco parentis* to an employee.
28 The term “son or daughter” is defined as biological, adopted, or foster child, a stepchild, legal
29 ward, or a child of a person standing in *loco parentis*.

30 6. “Serious health condition” means in injury, illness, impairment, or physical or mental
31 condition that involves either inpatient care in a hospital, hospice, or residential medical care
32 facility, or continuing treatment by a health care provider.

1 7. All provisions or procedures contained within Section 4 of this Article will conform to the
2 statutory requirements provided under the federal FMLA.

3 8. Seniority shall accrue for up to 60 days during an FMLA leave of absence.
4

5 Article XVII

6 Group Insurance Protection

7 **Section 1. Hospitalization**

8 (a) Coverage - The Board shall provide insurance protection to all employees as described below:

9 (b) Carrier Plan Provisions - The Board shall choose an adequate carrier subject to review by the
10 Union. The plan provided shall be MESSA Choices II or comparable insurance. Only one
11 person of a family employed by the Board may enroll for hospitalization. The un-enrolled
12 spouse or child (if employed) may elect, in lieu thereof, one of the specified insurance options
13 named below, subject to the conditions stated.

14 (c) The Board shall pay the full cost of Blue Cross/Blue Shield PPO or comparable insurance for
15 Class I employees and their dependents. Enrolled employees shall contribute seventy-five
16 (\$75.00) per month toward the cost of the monthly health insurance premium. The annual
17 value of the premium contributions will be deducted on a pro rata basis each pay period. At
18 the employees election, contributions may be deducted on a pre-tax basis as may be allowed
19 pursuant to §125 of the I.R.S. Code as amended from time to time.

20 (d) The Board shall pay the full cost of vision and dental insurance for Class I employees and their
21 dependents, as described below:

22 ○ Vision – VSP3 Plus or comparable

23 ○ Dental – Class I (100%), Class II (90%), Class III (90%), Class IV (90%), Annual
24 Max (\$1,000), Lifetime Max (\$3,000), Riders (2 Cleanings)

25 (e) Continuity – At any time during the effective dates of this Agreement, health insurance riders
26 approved and adopted by the teacher’s group (Jefferson Education Association, JEA) will also
27 be adopted for insurance-eligible Class I employees, concurrent with the effective date of the
28 riders for JEA members. Such riders may include, but may not be limited to, alternative
29 prescription programs or co-pays, insurance plan deductibles, and revised office or emergency
30 room co-pays

31 (f) The Employer shall have the option of selecting an alternative health care insurance plan,
32 provided the benefits are substantially equivalent to the current plan. The Employer will

1 review the alternative health care plan(s) with the Union sixty (60) days in advance of any
2 changes.

3
4 **Section 2. Long Term Disability**

5 The Board shall pay the full premium for a long-term disability insurance plan for each
6 employee covered by this Agreement.

7
8 **Section 3. Life Insurance**

9 The Board shall pay the full premium for a \$15,000.00 with AD&D term life insurance plan
10 for each employee covered by this Agreement.

11
12 **Section 4. Premium Payments**

13 The Board shall make payment of insurance premiums for each full time employee to assure
14 insurance coverage for the full twelve (12) month period. When necessary, premiums on behalf of
15 the employee shall be made retroactively to assure uninterrupted participation and coverage.

16
17 **Section 5. Unpaid Leave/Resignation**

18 If an employee is on an unpaid leave any part of the school year, the school will carry the
19 insurance for the remainder of the month in which the leave began and the employee shall then
20 assume the responsibility through the month in which he/she returns, unless the employee is
21 receiving FMLA benefits during that period of time. Employees returning on or before the seventh
22 (7th) day of the month shall have their premiums paid for the month. An employee who resigns
23 shall have his/her insurance premiums paid through the month in which the resignation becomes
24 effective.

25
26 **Article XVIII**

27 **General**

28 **Section 1. Deductions**

29 The Board agrees to make available to the employees covered by this Agreement any payroll
30 deduction services which are available through the School District such as Savings Bonds, Credit
31 Union, Tax Sheltered Annuities, etc. The District shall have no liability arising from or relating to
32 making such deductions.

1 **Section 2. Continuing Education**

2 The Board agrees to pay the full tuition fee for any employee it so designates to attend a
3 workshop, in-service training seminar, self-improvement course or other related job training which
4 is specifically designed to provide on the job improvement, and/or training to enhance performance
5 of required duties as delineated in the job description. In addition, CPI/CPR training will be
6 provided periodically.

7 **Section 3. Physical Examinations**

8 The Board agrees to pay the full cost of any physical examinations which are required of the
9 employee in the performance of his/her job duties at a rate agreed to between the School District
10 and physician. All additional costs shall be paid by the employee.

11 **Section 4. Meal Allowance**

12 Employees are entitled to one student equivalent meal per working day.

13 **Section 5. Inclement Weather Days**

14 Whenever the schools are closed due to severe weather or other emergencies, the employees
15 covered by this Agreement shall not be required to report to work on all such days, and the
16 employees shall be paid their normal pay even though no work is performed by the employees. This
17 will apply to the first two (2) closings only.

18 **Section 6. Early Dismissal**

19 When students are dismissed early for the purpose of parent-teacher conferences, open
20 house programs, record days, or teacher in-service days, employees assigned to those kitchens where
21 no lunch is to be served will receive one-half (.5) of their minimum day's pay. Such employees may
22 be required to report for work for related job duties.

23 **Section 7. Holiday Pay**

24 Employees shall be entitled to holiday pay at their regular daily rate of pay. The holiday
25 schedule is included in Schedule B, Holidays. In order to receive the holiday pay, the employee
26 must work the day prior to and the day after the holiday or be on paid leave that day.

27 **Section 8. Labor Relations Committee**

28 A committee, consisting of two (2) members of the bargaining unit selected by the Union,
29 and two (2) members of the Administration selected by the District, shall meet, as needed, for the
30 purpose of addressing mutual concerns and problems that may arise.

31 **Section 9. Wearing Apparel & Personal Protection Items**

1 June 30th will be eligible to receive a Food Service profitability bonus. Employees who retire on or
2 after June 30th will be eligible for the bonus, while employees who retire prior to June 30th will not
3 be eligible. Bonuses will not be pro-rated.

4 The bonus will be based upon the Total Profit (i.e. Excess Revenues over Expenditures) in
5 the Food Service Fund for the fiscal year, as reported in the District's annual financial statements.
6 One-time bonuses will be based upon the District's Food Service Fund profit for the period July 1st,
7 2011 – June 30th, 2012 and for the period July 1st, 2012 – June 30th, 2013 according to the following
8 table:

9

10	<u>Total Profits</u>	<u>Bonus Amount per Employee</u>
11	\$60,000 or more	\$800
12	\$45,000 - \$59,999	\$600
13	\$30,000 - \$44,999	\$400
14	\$15,000 - \$29,999	\$200

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16 Awards will be payable by September 30th of the following school year.

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Article XXI
Binding Effective Agreement

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

Article XXII
Scope, Waiver and Alteration of Agreement

Section 1.

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

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 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 competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such 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 XXIII
Termination and Modification

- (a) This Agreement shall continue in full force and effect until June 30, 2013.
- (b) If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination

1 by either party in ninety (90) calendar days written notice prior to the current year of
2 termination.

3 (c) If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days
4 prior to the termination date, or any subsequent termination date, give written notice of
5 amendment, in which the notice of amendment shall set forth the nature of the amendments
6 desired. If notice of amendment has been given in accordance with this paragraph, this
7 Agreement may be terminated by either party on ten (10) calendar days written notice of
8 termination. Any amendments that may be agreed upon shall become and be a part of this
9 Agreement without modifying or changing any of the other terms of this Agreement.

10 (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by
11 Certified Mail to the Union, International Union of Operating Engineers, Local 324, AFL-
12 CIO, 500 Hulet Drive, Bloomfield Township, MI 48302, and if to the Board, addressed to the
13 Jefferson Schools, 2400 North Dixie Hwy., Monroe, Michigan 48162, or to any other address
14 the Union or the Board may make available to each other.

15 (e) The effective date of this Agreement is July 1, 2011.

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Schedule A - 1
Hourly Wage Schedule

<u>Classification</u>	<u>7/1/11 - 6/30/13</u>
Class I Employee	\$14.60
Class II Employee	\$11.96

Schedule B

Holidays

- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas
- Good Friday
- Monday after Easter

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


2


3 **JEFFERSON SCHOOLS**

**INTERNATIONAL UNION OPERATING
ENGINEERS, LOCAL 324, AFL-CIO**


4

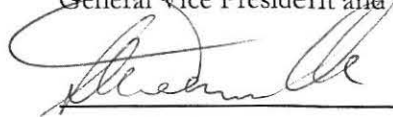
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6 
7 Mark Wahlie, President



John Hamilton,
General Vice President and Business Manager


8

9 
10 Rick Kull, Vice-President


Steve Minella, President

11


12 
13 Judy Campbell, Treasurer


Thomas Scott,
Recording-Corresponding Secretary

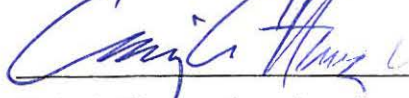
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15 
16 Ruth Flynn, Secretary

17 
18 Dail Prucka, Parliamentarian

19 
20 Russ Terrasi, Trustee

21 
22 Brian Russell, Trustee

23 
24 Craig A. Haugen, Superintendent

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33 Craig A. Haugen, Superintendent

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DO/mrb