

12/31/91

AGREEMENT

between

GROSSE ILE BOARD OF EDUCATION

and

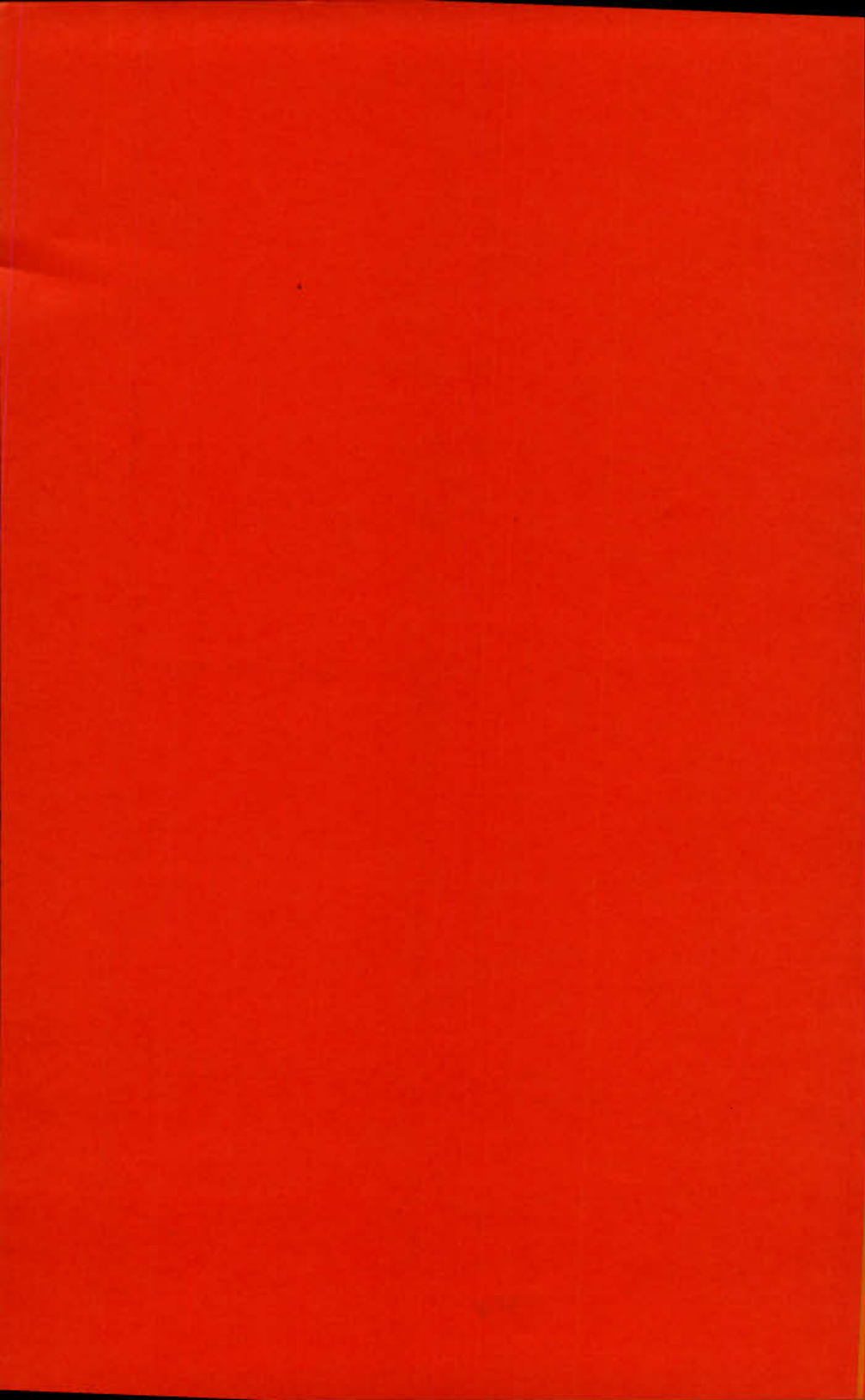
GROSSE ILE CAFETERIA ASSOCIATION

Effective

JANUARY 1, 1989

Grosse Ile Township Schools

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**



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GROSSE ILE TOWNSHIP SCHOOLS
Grosse Ile, Michigan

1989 INTRODUCTION

All Cafeteria Personnel working for the Grosse Ile Township Schools system are employed primarily to promote pupil welfare. It is for this purpose the Agreement following is set forth. Policies governing the jobs and working conditions are written to create a better understanding between employee and administration. It is through this mutual understanding that pupil welfare can be foremost in our endeavors.

ARTICLE 1
Recognition

Section 1.1 — The Board hereby recognizes the Grosse Ile Cafeteria Association (hereinafter referred to as GICA) as the exclusive bargaining representative for all cafeteria personnel including:

Food Preparation Personnel
Full-Time Cafeteria Helpers (30 hrs. or more per week)
Part-Time Cafeteria Helpers (less than 30 hrs. per week)

Section 1.2 — The term "Cafeteria Personnel" when used hereinafter in this Agreement, shall refer to all employees represented by the GICA in the work classifications listed above, but shall exclude supervisory personnel, and reference to female employees shall include male employees.

ARTICLE II
Management Rights

Section 2.1 — The Board retains the right in accordance with applicable laws and regulations (a) to direct employees of the school (b) to hire, promote, transfer, assign and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employees (c) to relieve employees from duties because of lack of performance or for other legitimate reasons (d) to maintain the efficiency of the school operations entrusted to them (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of Grosse Ile. No action by the Board, in the performance of the rights and responsibilities, shall be in conflict with any of the terms of the Agreement.

**ARTICLE III
Association Rights**

Section 3.1 — Both parties agree to meet upon reasonable request to discuss matters of common concern and mutually pledge to cooperate in arranging meetings, furnishing information and constructively considering and attempting to resolve such matters as may be relevant to student welfare and operations of the school.

Section 3.2 — The Board agrees to furnish to the Association in response to reasonable request by the Association's president, any available financial information which is normally considered public, Board minutes and agenda.

Section 3.3 — The Board agrees to make available at the request by the Association president the Board's Policy Manual.

**ARTICLE IV
Employee Rights**

Section 4.1 — Pursuant to Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights and conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee by reason of his/her membership in the Association.

Section 4.2 — Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not interfere with the employee's responsibilities and the acceptable performance of his/her duties.

Section 4.3 — The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.

Section 4.4 — No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Should any employee feel that action taken against

him/her by the Board or by any agent representative thereof was not for just cause, he/she may resort to the procedure provided in this Agreement for the resolving of differences.

Section 4.5 — Any case of assault upon an employee during a working situation shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render necessary assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

ARTICLE V Physical Examination

Section 5.1 — At the time of employment, each employee is required to pass a physical examination and also a tuberculin test. Every third year thereafter all employees are required to have a tuberculin test.

Section 5.2 — The physical examination and tuberculin test are given by the school designated physician at no cost to the employee. The employee may choose to receive his/her physical examination and tuberculin test from his/her own physician in which event the employee must pay the fee.

Section 5.3 — Any employee failing to file satisfactory tuberculin test within the time specified may be placed on involuntary leave of absence without pay, after having been notified of his/her delinquency.

ARTICLE VI Employee Evaluation

Section 6.1 — New employees will be placed on a 90 day probationary period. During the 90 day period, the new employee will be trained to the job requirements and evaluated as to his/her progress on the job. If the employee proves to be successful after 90 days, he/she will acquire regular status.

Section 6.2 — Once each year each employee will be evaluated by his/her immediate supervisor. Employees shall be evaluated during the month of April and receive a written evaluation by the first of May. The objective of the annual evaluation is to better the team effort through individual growth. It will be geared to constructive criticism and to air views for both the administration and the employee.

Section 6.3 — All observations of the work performance of an employee shall be conducted openly and in a professional manner. It is

agreed that any written evaluation of an employee's performance shall be discussed with the employee and signed by the employee. Should the employee disagree with the conclusion drawn by the observer, the disagreement should be noted in writing and signed by the employee. The employee shall have the right to an Association representative present during any evaluation or complaint conference.

Section 6.4 — Each employee upon request to the Assistant Superintendent/Business shall have access to review his/her personnel file. Those records marked for confidential examination originating in agencies outside the school system shall be considered outside the scope of this article unless released by the outside agency.

ARTICLE VII Working Hours

Full-Time Employees:

Work Day: 7:30 a.m. to 2:00 p.m.

Coffee Break: 9:00 a.m. to 9:15 a.m.

Part-Time Employees:

Hours assigned by Cafeteria Manager according to need.

ARTICLE VIII Overtime Pay

Section 8.1 — All hours of overtime work an employee receives in one (1) seven-day period, beginning with Monday as the first day, shall be paid as follows: under 40 hours at regular rate, and over 40 hours at time and one-half the employee's regular hourly rate.

Section 8.2 — Employees working more than one (1) job at different rates will be paid at time and one-half for hours over a combined 40 hours work. The rate of the overtime will be determined by what job the overtime was charged.

Section 8.3 — All overtime must be authorized by the immediate supervisor. The supervisor will maintain the overtime board and make every effort to spread the overtime providing all Cafeteria employees an opportunity to work. The person with the lowest hours, if possible, will be called, if qualified.

Section 8.4 — It is agreed that those employees who are scheduled to work banquets shall be paid an additional 50 cents per hour during the banquet hours.

**ARTICLE IX
Absentee**

Section 9.1 — All employees shall notify their immediate supervisor in sufficient time to have their place filled so that the regular operations of schools will not be disrupted. It is the employee's responsibility to see that such notification is made, such notification to be at least one (1) hour before his/her shift begins.

**ARTICLE X
Substitutes**

Section 10.1 — When an employee is off work for any reason, it shall be the responsibility of the supervisor to determine if a substitute is needed.

Section 10.2 — When a regular employee substitutes on a job with a higher hourly rate, the employee will be paid at the higher rate. All other substitutes will be paid at Probationary Step classification. After 60 consecutive days, the substitute will be paid at the rate of the classification he/she is working and will also be eligible for benefits.

Section 10.3 — If it is known by the immediate supervisor that a six-hour employee will be off three (3) or more days, the supervisor will fill the position as per Section 8.3.

**ARTICLE XI
Holidays**

Section 11.1 — All Cafeteria employees will be paid for days worked according to the approved school calendar. If school is called off for any reason on a date school is scheduled according to the approved calendar, the Cafeteria employees will be paid. In addition, the Cafeteria employees will be paid eight (8) holidays as follows:

Thanksgiving
Day following Thanksgiving
Semester
Good Friday
Easter Monday
Memorial Day
Christmas Day
New Year's Day

Section 11.2 — Should the school calendar dictate that Cafeteria personnel report for work prior to Labor Day of a given year, that Labor Day shall be treated as a holiday.

Section 11.3 — All regular employees scheduled to work during the pay period in which a holiday falls will be paid for the above holidays when they occur during the normal work week, provided they work on the day previous to and the day following the holiday, unless they are on sick leave. When one (1) of the holidays fall during an employee's paid vacation period, or on a weekend, the employee shall be granted an extra day off with pay in lieu of pay for the holiday.

ARTICLE XII Sick Leave

Section 12.1 — All employees hired on a full-time basis shall be granted an annual sick leave allowance of one (1) sick day per month. Employees hired on a part-time basis shall be granted proportional sick leave allowance. Unused sick leave shall be allowed to accumulate to a maximum of 187 days. Sick leave is to be used for illness or disability injuries resulting from accidents. A doctor's statement in writing providing specific disability must be provided by the employee.

Section 12.2 — After five (5) or more consecutive days of illness or a pattern of continuous absence because illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section.

Section 12.3 — An annual audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous absence. If deemed necessary, the Board may require a complete physical examination. Should it be determined that sick leave privileges have been abused, the Board shall notify the employee in writing indicating the expected correction. Should correction not be made, disciplinary action will be taken.

Section 12.4 — An employee absent from work because of mumps, scarlet fever, measles, chicken pox or lice shall suffer no loss of salary and shall not be charged with loss of accumulated sick leave days if incidences of these diseases have occurred in the school environment.

Section 12.5 — The administration shall furnish each employee by October 1st each year a written statement showing the employee's total sick leave accumulation.

**ARTICLE XIII
Personal Business**

Section 13.1 — Two days of the annual sick leave allowance may be used for personal business upon approval of the supervisor. Such leave must be arranged with the supervisor at least two (2) days prior to its use, except in an emergency situation. During the course of a year, extenuating circumstances may require additional personal business days. Additional days may be granted by the Board and deducted from the employee's sick leave. Personal business is defined as that which is legally obligatory and cannot be accomplished at any other time, or that which requires the employee's presence as a serious personal obligation.

**ARTICLE XIV
Sickness and Death in Immediate Family**

Section 14.1 — In addition to personal illness and personal business, sick leave allowances may properly be used for absences caused by the following:

- a. Death or serious illness in the immediate family;
- b. Death or serious illness of any person living in the household.

Section 14.2 — Extent of leave for this purpose shall not exceed time necessary to arrange proper care for those affected.

**ARTICLE XV
Other Leaves**

Section 15.1 — Any employee whose personal illness or disability extends beyond the period compensated under sick leave shall be granted a medical leave of absence without salary for such time as is necessary for complete recovery. The Board reserves the right to require satisfactory medical evidence of recovery. Upon return from leave, the employee shall be assigned to the same position, if available, or a substantially equivalent position when available, providing the employee is qualified as determined by his/her credentials and past experience.

Section 15.2 — Leave of absence without pay for reasons other than sickness, accident, or military may, upon proper application, be granted up to a period of one (1) year to employees who have two (2) or more years of service. It shall be the responsibility of the Association to advise members as to the provisions of this article. The Board shall notify the Association when an employee applies for such leave. Employees returning from unpaid leave shall be assigned to the same position, or a substantially equivalent position, providing the employee is qualified as determined by his/her credentials. Employees on leave must submit by

March 15th a written request to return from a leave in the following September. Any employee who does not submit a written request shall be considered terminated, and the Board shall have no obligation to said employee.

Section 15.3.1 — Pregnancy Disability Leave shall be granted by the Board to any regularly employed staff member upon written request after pregnancy has been determined.

Section 15.3.2 — Employees on Pregnancy Disability Leave would be covered under and qualify for sick leave pay like any other disability or illness. The use of sick leave for reasons of pregnancy shall be governed by the attending physicians who shall indicate when the employee is unable to perform assigned duties for personal medical reasons.

Section 15.3.3 — Upon termination of pregnancy disability, employees may request Maternity Leave without pay. Maternity Leave shall be granted for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective. The Board may grant a year's extension upon written request by the employee. Should the leave exceed three (3) months, the employee shall be assigned to the same position if available, or a substantially equivalent position, when available, providing the employee is qualified as determined by the employee's credentials. Employees taking Maternity Leave of less than three (3) months shall be granted their same position.

Section 15.4.1 — The Board of Education may grant a leave of absence for adoption, without pay, to any regularly employed staff member upon written request for such leave. Request for Adoption Leave must be submitted in writing immediately after formal adoption request has been made to an agency.

Section 15.4.2 — Such leave of absence shall be for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective provided, however, that the Board may grant a year's extension upon written request by the employee.

Section 15.4.3 — Leave, if approved, may commence on the awarding of the custody of the child by order of the Probate Court.

Section 15.4.4 — Employees on Adoption Leave may request reinstatement any time within one (1) year following the adoption of a child. Should the leave exceed three (3) months the employee shall be assigned to the same position if available, or a substantially equivalent position when available, providing the employee is qualified as determined by his/her credentials. Employees taking Adoption Leave of less than three (3) months shall be granted their same position.

Section 15.5 — Military Leave of Absence shall be granted without pay to any employee who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Employees given such leave shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States, and be granted step adjustments on the salary schedule.

Section 15.6 — Upon request, the administration shall furnish to the Association president a list of all employees on leave and the effective date the leave was granted.

Section 15.7 — Employees who are granted leaves of absence without pay may elect to continue insurance coverages at the group rate, providing arrangements are made with the Business Office and payment of premium is made to the Board.

ARTICLE XVI Jury Duty

Section 16.1 — Any employee called upon to serve on jury duty will be paid the difference between his/her regular take-home pay and the amount received from jury duty less expenses. The days are not to be deducted from the employee's sick leave.

Section 16.2 — Any employee who is called or subpoenaed to testify during work hours in any Grosse Ile school-related judicial or administrative matter shall be paid his/her full compensation for such time.

ARTICLE XVII New Positions/Vacancies/Transfers

Section 17.1 — A vacancy shall be defined, for purposes of this Agreement, as a position previously held by an employee, or a newly created position within the bargaining unit.

Section 17.2 — Whenever the initial vacancy occurs, the Business Office shall notify the GICA and post the position within three (3) days. No vacancy shall be filled until it has been posted for ten (10) work days and the position shall be filled within twenty (20) work days of the original posting, unless there are extenuating circumstances. Notice of such vacancy shall be sent to all employees including those on layoff and vacation. Also, the vacancy shall be posted in all work areas.

Section 17.3 — The Board declares its support of a policy to fill vacancies from within the bargaining unit. Therefore, applicants from the

bargaining unit will receive first consideration over applicants qualified from outside the bargaining unit. Vacancies filled from within the bargaining unit shall be based on seniority and qualifications (as per job description mutually agreed upon by the GICA and the Board).

Section 17.4 — The secondary vacancies are to be filled through the transfer file. Any employee wishing transfer to another building or established position for which he/she is qualified must notify the Assistant Superintendent/Business in writing to make his/her desires known by January 31st of each year.

ARTICLE XVIII Severance Pay/Retirement Pay

Section 18.1 — After completing five (5) years of service and failing to qualify for retirement, part-time regular employees when leaving the employment of Grosse Ile Schools will receive full pay for 50 percent of their accumulated sick leave.

Section 18.2 — Those employees vested under the provisions of the Michigan Public School Employees Retirement Act and leaving Grosse Ile Township Schools shall receive \$100 per year for each year of service for the Grosse Ile Township Schools.

Section 18.3 — In the event a full time employee with ten (10) years or more service to the Grosse Ile Township Schools fails to qualify for vesting under the Michigan School Employees Retirement Act, he/she shall qualify for the benefits under Section 18.1 not to exceed the benefit he/she would have received under 18.2 if he/she had been vested.

ARTICLE XIX Insurance Benefits

Section 19.1 — The Board shall provide without cost to full-time employees, Comprehensive Sick and Accident Insurance on a Long Term Disability policy assuring payment to the employee in the event of illness at the following rate:

- (a) Weekly benefits will commence with the 31st day of disability and benefits will be payable to age 65 at 65 percent of employee's salary according to the insurance policy in effect. If the employee has days of accumulated sick leave beyond the 31st day of disability, he/she shall be guaranteed full take-home pay for the number of days. He/she shall receive from the Board the difference between the allowance under the insurance and his/her regular salary (after taxes) to

the extent and until such time as such employee shall have used up any sick leave time.

(b) Accidents and sickness are covered during the employee's contract or salary period.

Section 19.2 — The Board will provide to employees who are under contract and working a minimum of six hours per day, hospitalization coverage equivalent to Blue Cross and Blue Shield, M-VF II, including Master Medical, \$2.00 Drug Rider, and Semi-Private Service at no cost for the employee and his/her family. Special riders are to be paid by the employee. Should the Board choose to change carriers, the Association membership shall be notified at least two weeks prior to effective date of change-over.

Section 19.3 — The Board agrees to provide for each employee who is under contract and working a minimum of six (6) hours per day, life insurance in the amount of \$26,000 and Accidental Death and Dismemberment protection in the amount of \$26,000 without cost to the employee. The Board also agrees to payroll deduction for employees wishing to purchase additional life insurance from the same carrier.

Section 19.4 — Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary to the extent and until such time as such employee shall have used up his/her accumulated sick leave. For each day off under Worker's Compensation, one-half day will be deducted from the employee's sick leave. If the employee so chooses, he/she may elect not to use accumulated sick leave and receive Worker's Compensation benefits only.

Section 19.5 — The Board agrees to pay for Group Dental Insurance for all employees under contract and working a minimum of six (6) hours per day. The insurance will provide the following benefits:

Co-insurance percentage (Based on reasonable and customary fee) for:

Routine Treatment	100%
Major Treatment	60%
Orthodontic Treatment	50%
Routine and Major Annual	
Maximum	\$1,000

Selection of the company shall be the decision of the Board.

Section 19.6 — The Board agrees to pay for Group Vision Care Insurance for employees who are under contract and working a minimum of six (6) hours per day. This insurance will provide the following benefits:

Eye Examination (once a year)	\$30
Lenses (per pair) (once a year)	
Single Vision	\$35
Bifocal	\$45
Trifocal	\$55
Lenticular	\$65
Frames (once every 24 months)	\$30

Contact Lenses:	
Special Conditions	\$65
Selected in place of Spectacle Lenses and Frames	\$35

Selection of the company shall be the decision of the Board.

Section 19.7 — The Board will provide life insurance in the amount of \$7,000 and accidental death and dismemberment protection in the amount of \$7,000 to less than six (6) hour employees after they have completed their third year of service.

**ARTICLE XX
Procedure for Resolving Differences**

Section 20.1 — **STEP I** — A regular employee believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, will first discuss the complaint with his/her supervisor, either directly, or accompanied by his/her Association representative if the employee desires, with the objective of resolving it informally.

STEP II — In the event the complaint is not resolved informally, it may be reduced to writing, signed by the employee, and presented to the supervisor within one (1) week for his/her answer in writing.

STEP III — If the supervisor's answer does not resolve the complaint within one (1) week, it may be referred within two (2) weeks to the Superintendent or his/her designated representative by the Association's Negotiations Committee Chairperson.

STEP IV — If the Superintendent fails to resolve the complaint within

two (2) weeks, the Chairperson may transmit the question to the Board within two (2) weeks with a written statement of facts pertaining to the issue.

STEP V — Question submitted for Board consideration if given to the Superintendent at least one (1) week prior to the date of the next regular Board meeting, will be considered by the Board at such meeting and the Board's answer will be given to the Chairperson within three (3) weeks.

STEP VI — If the Board's answer fails to resolve the alleged violation and the alleged violation involves a specific article or section of this Agreement, the Chairperson may, within three (3) weeks, submit the issue to arbitration. The arbitrator shall be chosen from people living in the Grosse Ile community as per the procedure below. The arbitrator shall hear a presentation by each side and shall render a decision which shall be binding on each side.

Arbitrator selection procedure:

- A. The Board and the Association shall each, within one (1) week, submit the names of three (3) Grosse Ile residents as prospective arbitrators.
- B. If there is no Agreement from those names, the Board and the Association shall meet and discuss possible choices within forty-eight (48) hours. Following discussion, the Board and Association shall each submit three (3) more names. If there is no agreement, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
- C. If there is agreement between the Board and the Association, that person shall be the arbitrator. If there is agreement on more than one (1) person, the arbitrator shall be selected by a random drawing of those similar names.

Section 20.2 — The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. He/she shall have no power to establish salary scales or change salary.

Section 20.3 — The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Section 20.4 — Failure on the part of an employee or appropriate Association representatives to appeal a decision within the specified time limits at any of the steps of the procedure shall be considered acceptance of the decision and the difference shall be considered resolved.

Section 20.5 — Failure on the part of the administration to answer within the specified time limits at any of the steps of the procedure shall permit the employee(s) to proceed to the next step within the time limits allowed, unless extended by mutual agreement in writing.

**ARTICLE XXI
Miscellaneous Provisions**

Section 21.1 — This Agreement shall supersede any established rule, regulation or practice of the Board which shall be contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms agreed to with any individual employee heretofore in effect. All future new hires shall be subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 21.2 — If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 21.3 — Copies of this Agreement shall be printed in booklet form at the expense of the Board and presented to all employees now employed or hereafter employed by the Board. The Board shall also furnish ten (10) copies of the Master Agreement to the Association for its use.

Section 21.4 — The Board shall give employees preference for work they have customarily performed. The Board agrees that during the life of this Agreement no duties normally provided by members of this bargaining unit will be subcontracted.

Section 21.5 — Summer clean up of Cafeteria tables shall be part of the summer custodial clean up. Should Cafeteria employees be asked to perform this work, they shall be compensated at the Custodial rate.

**ARTICLE XXII
Uniforms**

Section 22.1 — Suitable work clothes will be provided all regular employees under the conditions hereinafter provided.

Section 22.2 — Two (2) uniforms will be provided for each new employee upon completion of his/her probationary period with the understanding that they will be worn during working hours.

Section 22.3 — All employees shall wear no less than two (2) clean uniforms during the week. All uniforms are the property of the employee and shall be carefully laundered and taken care of by the employee.

Section 22.4 — The Board will replace a maximum of three (3) uniforms selected by the majority of Cafeteris employees every twelve (12) months, if needed, at no cost to the employee, providing the cost of uniforms does not exceed a total of \$100.

ARTICLE XXIII Reduction of Hours/Personnel and Recall

Section 23.1 — In the event it is necessary to reduce personnel, the Association shall be notified, in writing, at least fifteen (15) days in advance of the scheduled notification regarding reduction. The purpose of the notification is to provide the opportunity, at the request of the Association, to meet on the scheduled reduction.

Section 23.2 — Where there is a reduction of one (1) hour or more in the hours worked in a department, an employee may claim seniority over any other employee for the purpose of maintaining one's normal work schedule, provided he/she is qualified and has more department seniority than the employee he/she seeks to replace. No reduction in hours of one (1) hour or more shall take effect until the department supervisor gives 15 days written notice to the employee involved.

Section 23.3 — In the event it is necessary to lay off personnel, the administration will notify the Association and the individuals involved, in writing, at least thirty (30) calendar days in advance of the scheduled layoff. Reduction of personnel shall be conducted on a department seniority basis, providing qualified employees are available for the operation of the department.

Section 23.4 — If a reduction is made, an equal number of positions shall be made vacant by displacing an equal number of the least senior employees. The higher seniority employees who are displaced shall select from the vacated positions in department seniority order providing they are qualified until all such personnel are assigned.

Section 23.5 — Employees laid off through the procedures above shall be maintained on a seniority recall list and shall be recalled in the order of their seniority to openings as they occur and for which they are qualified. An employee having two (2) years seniority or more, who waives his/her right to other departments in the system, shall maintain his/her right of recall within the department from which he/she was laid off or bumped.

Section 23.6 — Should an employee be offered a position in accordance with the above for which he/she is qualified and refuses such appointment, he/she will lose his/her rights to recall.

Section 23.7 — No new employee will be hired by the Board until all laid off employees eligible and qualified under the provision of this article for that position have been recalled or declined the opening.

Section 23.8 — In the event of a reduction in hours of full-time employees reducing their hours below the minimum six (6) hours qualifying for benefits, their benefits are to remain in effect for the duration of this Agreement.

ARTICLE XXIV Negotiation Procedures

Section 24.1 — At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours and conditions of employment of those regular employees employed by the Board.

Section 24.2 — In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section 24.3 — If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

ARTICLE XXV Professional Compensation

Section 25.1 — The compensation of employees covered by this contract shall be determined by the Salary Schedule which appears in Appendix A of this Agreement.

ARTICLE XXVI
Strikes

Section 26.1 — The GICA shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any employee covered under this Agreement and no employee covered under this Agreement shall cause, or participate in any strike or refusal to perform the duties of his/her employment.

Section 26.2 — Any employee who causes or participates in any strike or refusal to perform the duties of his/her employment shall be subject to disciplinary action including discharge.

ARTICLE XXVII
Duration of Agreement

Section 27.1 — This Agreement shall be effective January 1, 1989, and shall continue in effect until December 31, 1991, when it shall terminate. If either party desires to modify or amend this Agreement, that party shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to November 1, 1991.

IN WITNESS WHEREOF, the parties agree that all terms, benefits and conditions of this Agreement are to become effective January 1, 1989, and have duly executed this Amendment on this 15th day of December, 1988.

GROSSE ILE
BOARD OF EDUCATION

GROSSE ILE
CAFETERIA ASSOCIATION

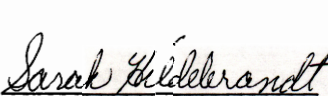

<u><i>Vincent J. [Signature]</i></u>	<u><i>Sarah Hildebrandt</i></u>
<u><i>[Signature]</i></u>	<u><i>Maxlene J. Coerts</i></u>
<u><i>[Signature]</i></u>	_____
<u><i>[Signature]</i></u>	_____
_____	_____
_____	_____

LETTER OF INTENT

This Letter of Intent is to be made a part of the contract effective January 1, 1989 between the Grosse Ile Cafeteria Association and the Grosse Ile Board of Education.

Insurance benefits under Article XIX will be subject to modification should recommendations be forthcoming from the Insurance Committee.

The Insurance Committee is a Committee made up of employee representatives to review the health insurance programs provided the Grosse Ile employee groups. The objective is cost containment in view of rising cost of health insurance. If the Committee is successful in providing cost saving recommendations, they are to become a part of this contract.

	
Sarah Hildebrandt President, Grosse Ile Cafeteria Association	Vincent J. Pizzymant Ass't. Supt./Business Grosse Ile Township Schools

APPENDIX A

Cafeteria Salary Schedule

January 1, 1989–December 31, 1989

Job Title	Probationary Rate	Hourly Rate
Cafeteria Helper	6.90	7.10
Food Preparation	7.00	7.20

January 1, 1990–December 31, 1990

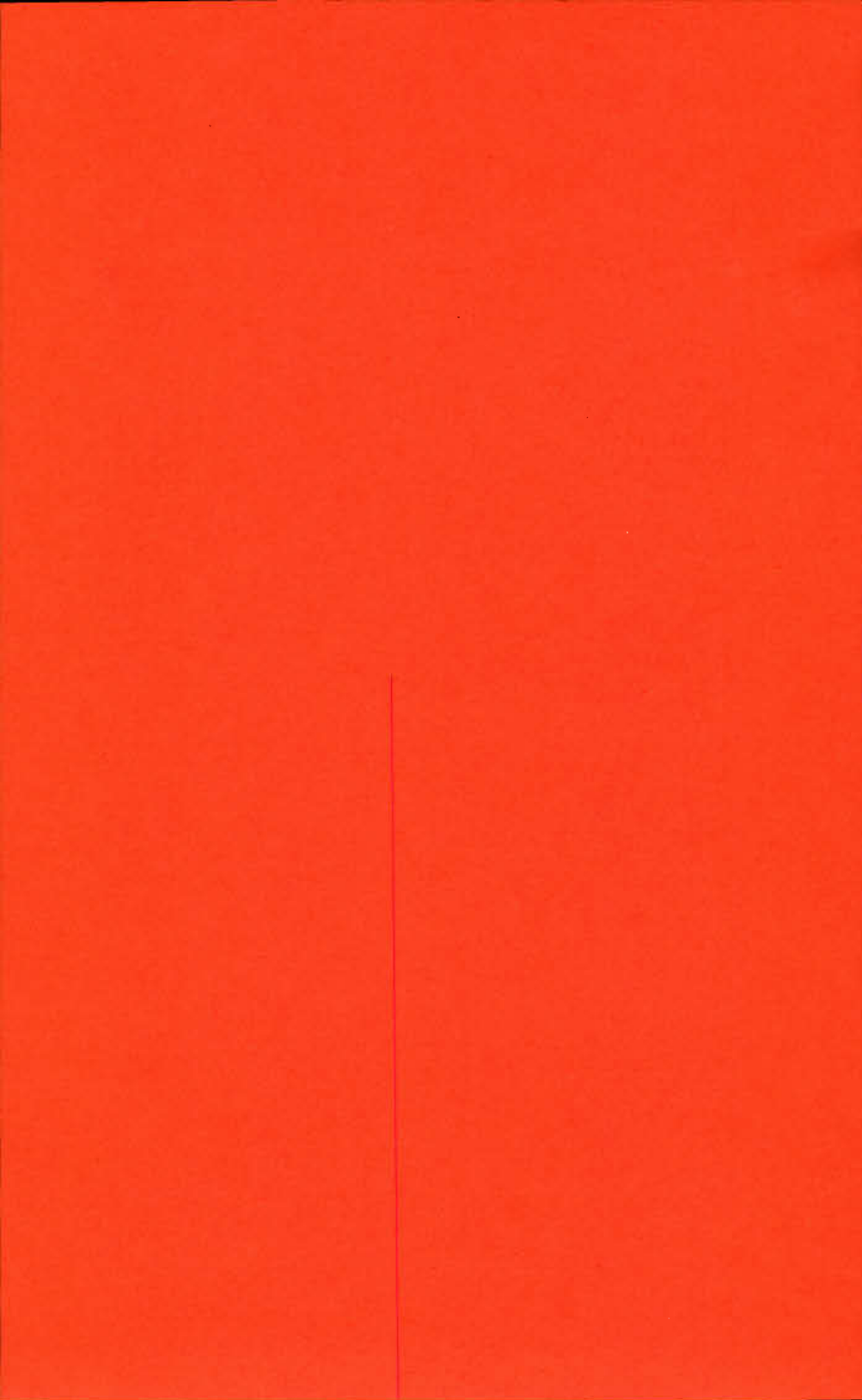
Job Title	Probationary Rate	Hourly Rate
Cafeteria Helper	7.25	7.45
Food Preparation	7.35	7.55

January 1, 1991–December 31, 1991

Job Title	Probationary Rate	Hourly Rate
Cafeteria Helper	7.55	7.75
Food Preparation	7.65	7.85

Pay increases are granted according to time of continuous service and are made annually. Time of continuous service is only used because it assumes that having time on the job, the individual develops certain skills and abilities, increasing his/her value to the system.

NOTE: After completion of five (5) years of service, Cafeteria Helpers are to be paid the maximum Food Preparation rate starting the sixth (6th) year.



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