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MASTER CONTRACT

Between

IRONWOOD AREA SCHOOLS

and

SCHOOL LUNCH EMPLOYEES

1974-75 and 1975-76

Affiliated with

COUNCIL 55

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

September 16, 1974

Richard R. Rohde, Supt.
Ironwood Area Schools
Ironwood, Mich. 49938

Ironwood Area Schools

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IRONWOOD AREA SCHOOLS
IRONWOOD, MICHIGAN

This Agreement entered into on this 16th day of September, 1974, between the Ironwood Area Schools of Gogebic County (hereinafter referred to as the "Employer") and the School Lunch Employees, affiliated with the International Union of the American Federation of State, County and Municipal Employees, Council 55 AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. **RECOGNITION. Employees Covered.**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit which is described as follows: all full-time and regular part-time cafeteria employees of the Ironwood Area Schools, excluding supervisors as determined by the Commission.

2. **AID TO OTHER UNIONS.**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

3. **BOARD'S RIGHTS CLAUSE.**

(a) The Board on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and constitution of the State of Michigan, and of the United States.

(b) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with provisions of P.A. 379 of 1965, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

(b) When Deductions begin.

Check-off deductions under all properly executed Authorization for Check-off of dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the second pay of the month that the employee has earnings.

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the second pay day of the month.

(d) Termination of Check-off.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local Union, and if not resolved may be decided at the final step of the grievance procedure.

6. STEWARDS AND ALTERNATE STEWARDS.

Chapter Chairman _____

Chief Steward _____

Steward _____

(1) The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer provided it is so urgent that it cannot be done during off hours.

7. SPECIAL CONFERENCES.

(a) Special conferences for important matters outside the scope of this agreement and not covered by the grievance procedure will be arranged between the chapter chairman and the Employer or its designated representative upon request of either party. Such meetings shall be attended by at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9 A.M. and 9 P.M. by mutual agreement. The members of the union shall not lose time or be paid overtime for time spent in such special conferences nor shall time be paid if conference falls after work hours. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representative may meet at a place designated by the Employee on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which written request has been made.

8. GRIEVANCE PROCEDURE.

An employee having a grievance in connection with his employment shall present it to the employer as follows:

Step 1. He shall state the facts constituting the claimed grievance in writing in duplicate on forms to be supplied by the employer and signed by him and delivered to the school office in the building where he works within three working days of its occurrence. The clerk shall place date and time of delivery on both copies returning one to the employee. The employer through the Assistant Superintendent shall answer the grievance in writing within three working days.

Step 2. If the grievance is not satisfactorily resolved in Step 1, the employee or the Union may submit the grievance in writing to the Superintendent within three working days after the answer of the Assistant Superintendent is received. He shall answer the grievance within three working days after he received the same unless he is out of town on school business or on vacation when he shall answer within three working days after his return.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the Chapter President shall designate three Chapter Union members, who may include himself, as an Ad Hoc Committee to represent the Union and within 10 working days after receipt of the Superintendent's answer meet with him in an effort to arrive at an equitable solution.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the Council may within thirty (30) calendar days thereafter notify the Employer that it is submitting the matter to an Arbitration Panel. The Panel shall consist of one (1) member elected by the Union and one (1) member selected by the Employer, who shall meet within ten (10) working days and attempt to select a third arbitrator to resolve the grievance. If they are unable to agree upon a third arbitrator the arbitrator shall then be selected from a list of five (5) submitted by the Michigan Employment Relation Commission. Each party shall strike two (2) names and the remaining shall be the third arbitrator. The decision of the Arbitration Panel shall be final and binding on the Employee, Union and Employer. If the panel cannot reach a majority opinion, the third arbitrator shall decide the case and the decision shall be binding as indicated above. The cost of fees and expense shall be shared equally by the parties.

9. PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an employee work to which his seniority entitles him, a written notice of his claim is filed within three working days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

10. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

11. DISCHARGE AND DISCIPLINE.

(a) Notice of discharge or discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify, in writing, the Steward in the district of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the school district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within three (3) regularly scheduled working days of the discharge or discipline. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at step 2.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

12. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first one hundred twenty (120) work days of their employment. The one hundred twenty (120) work days probationary period shall be accumulated within not more than one hundred eighty (180) calendar days. When an employee finishes the probationary period, by accumulating one hundred twenty (120) work days of employment within not more than one hundred eighty (180) calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day one hundred twenty (120) calendar days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire. This date will be the date the employee was hired by the original district before consolidation.

13. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies.

14. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent without notifying the Employer. In proper cases, exceptions shall be made. The Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absences will be treated the same as (c) above.

15. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) working days following the conclusion of negotiations.

16. LAYOFF DEFINED.

(a) In the event reduction of working force is necessary for any reason, the Board shall retain personnel on a seniority basis within classification. However, no "bumping" will be allowed and an employee whose job has been eliminated will be given a position available as near as possible to the one held prior to such reduction.

(b) Employees to be laid off for an indefinite period of time will have at least five (5) working days notice of layoff. The local union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

17. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 12 (c) 13 and 14. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) working days from date of mailing of notice of recall he shall be considered a quit.

18. TRANSFERS.

(a) Transfer of Employees. If an employee is transferred to a position outside the bargaining unit and is thereafter transferred back to the bargaining unit, he shall accumulate seniority while working in the position to which he is transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority and classification. In such cases, all vacancies and newly created positions shall be posted on the union bulletin board at each building in the District at least seven (7) calendar days prior to filling such vacancy or newly created position.

19 PROMOTIONS.

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position on union bulletin board in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's chief steward, in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) An employee who is substituting for the supervisor will be paid an additional \$3.00 per day.

20. VETERANS.

(a) Reinstatement of Seniority Employees.

Any employee who has requested a leave of absence for the purpose of entering into active service in the armed forces of the United States upon the termination of such service, shall be offered reemployment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within one hundred twenty (120) calendar days of the date of such discharge or one hundred twenty (120) calendar days after hospitalization continuing after discharge.

(b) A probationary employee who enters the armed forces and meets the foregoing requirements, must complete his probationary period and upon completing it will have seniority equal to the time he spent in the armed forces, plus thirty (30) days.

21. VETERANS LAW.

Except as hereinbefore provided the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

22. LEAVE OF ABSENCE.

Leaves of absence without pay for reasonable periods not to exceed one year will be granted without loss of seniority for:

1. Maternity leave.
2. Illness leave (physical or mental)
3. Serving in an appointed position with the Council or International Union.
4. Prolonged illness in immediate family.

23. LEAVE FOR UNION BUSINESS.

(a) Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.

(b) Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off with loss of time and pay to attend such conferences and/or conventions.

24. SICK LEAVE.

All members covered by this Agreement shall accumulate one (1) sick leave day per month worked with one hundred (100) days' accumulation. An employee while on sick leave will be deemed to be on a continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Any employee covered by this Contract and employed by the District ten (10) or more years in the Ironwood Area Schools (formerly the Ironwood City School District, Ironwood Township and Erwin Township School Districts) shall receive upon termination of his services from the said system \$2.50 for each unused sick leave day, but not exceeding a total of \$250.00.

25. FUNERAL LEAVE.

An employee shall be allowed three (3) calendar days as funeral days and any number of the three days falling on a work day shall not be deducted from sick leave for a death in the immediate family. The immediate family is defined as: mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandparents. One day will be allowed for a sister-in-law and brother-in-law. In the event the employee is responsible for the arrangements for the emergency caused by the death, or in case of distant travel, the superintendent may allow one (1) or two (2) additional days under the same conditions as given in the first sentence of this section.

26. PERSONAL BUSINESS LEAVE.

(a) One (1) day annually for personal business chargeable to sick leave. Employees must give one day notice, except in case of extreme emergency.

(b) Snow days - workers will be paid for time they would have worked in case school is closed for a snow storm.

27. WORKING HOURS.

(a) There is one shift in the lunch program and the employer reserves the right to establish working hours within that shift.

(b) Employees may take a coffee break not to exceed 10 minutes providing it does not interfere with work.

(c) An employee reporting for overtime on a special call-out will be allowed at least one full hour of time and one-half pay.

28. TIME AND ONE-HALF.

Time and one-half will be paid as follows:

(a) For hours in excess of 8 hours in one day or 40 hours in one week. Overtime cannot be pyramided.

29. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as:

Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Labor Day--except if Labor Day falls before the opening of school	

Employees will be paid their current rate based on the number of hours worked in the pay period preceding the holiday.

30. VACATION.

No vacations will be allowed.

31. PAYDAYS

Paydays for all employees of the bargaining unit shall be every other Friday during the time the school lunch program is in operation.

32. UNION BULLETIN BOARDS.

(a) The Employer will provide a bulletin board in each building which may be used by the union for posting notices of the following types:

1. All notices of union interest and those required by this contract and legal notices.

33. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

34. SAFETY COMMITTEE.

A Safety Committee of employees and the Employer representatives is hereby established. This Committee will include the Steward and alternates and shall meet at such times as problems appear at a time and place mutually agreeable to the committee, for the purpose of making recommendations to the employer.

35. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. A list will be made and workers will be called from the top of the list. A refusal will place the individual at the bottom of the list. Exchanges with others any place on the list will be permitted.

36. HOSPITALIZATION MEDICAL COVERAGE.

The Employer agrees to pay a pro-rated amount of the full premium for hospitalization medical coverage for head of family or single subscriber coverage based on the number of hours worked per day, one day being 8 hours in length. EXAMPLE: A five hour employee will earn $5/8$ of the full premium based on the average number of hours worked per day within the pay period. This will be in effect from September 1 to August 30 inclusive, coverage to be the Blue Cross-Blue Shield now in force. Workers who will not be covered by this policy because of other coverage will receive payment in an amount equal to $1/2$ of the premium to which they would otherwise be entitled. Balance of hospitalization payments for the summer months will be deducted if requested.

37. WORKMEN'S COMPENSATION. On-the-Job Injury.

The parties do hereby agree that an employee will receive, from the Board of Education, his regular pay provided he is eligible and is receiving Workmen's Compensation benefits.

Any such employee may choose to award his Workmen's Compensation check to the Board of Education. Upon doing so the Board of Education shall deduct from his sick leave accrual the sufficient number of days to cover the actual additional cost to the Board, or the difference between the Workmen's Compensation payment and the amount of his weekly salary.

The above mentioned difference between Workmen's Compensation and the employees regular weekly pay shall continue only so long as the employee has sick leave credits. When the sick leave credits are exhausted, employees shall receive only his workmen's Compensation benefits.

38. CLASSIFICATION AND RATE STRUCTURE.

(a) All employees classed as Food Service Workers. All workers must accept and perform any duties in the operation of the central kitchen. The Employer reserves the right to assign custodial staff who are not members of the Lunch Workers Union to duties in the operation of the lunch program so that such individuals may be employed on a full time basis.

(b) Employees of the custodial unit will perform duties which they have performed in the past in the cafeterias.

(c) Rate Structure:

	1974-75			1975-76		
	Cash Pay	Meal Allow.	Total	Cash Pay	Meal Allow.	Total
School Lunch Worker I (Central Kitchen) 5 or more years experience in local district or former township districts	\$2.62	.05	\$2.67	\$2.82	.05	\$2.87
School Lunch Worker II (Central Kitchen) Less than 5 years Experience	\$2.55	.05	\$2.60	\$2.75	.05	\$2.80
School Lunch Worker III (Other than Central Kitchen) 5 or more years experience in local district or former township districts	\$2.42	.05	\$2.47	\$2.62	.05	\$2.67
School Lunch Worker IV (Other than Central Kitchen) Less than 5 years experience	\$2.35	.05	\$2.40	\$2.55	.05	\$2.60
School Lunch Worker V Probationary or substitute in any classification	\$2.15	.05	\$2.20	\$2.35	.05	\$2.40

39. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until August 27, 1976.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to termination by either party on sixty (60) calendar days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying

or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed if to the Union, to 1034 N. Washington Avenue, Lansing, Michigan 48906, and if to the Employer, addressed to Board of Education, Ironwood Area Schools of Gogebic County, Ironwood, Michigan, or to any such address as the Union or the Employer may make available to each other.

40. MISCELLANEOUS PROVISION.

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

41. EFFECTIVE DATE.

This Agreement shall become effective September 1, 1974, to August 27, 1976.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

SCHOOL LUNCH WORKERS CHAPTER
COUNCIL 55
AFSCME - AFL-CIO

IRONWOOD AREA PUBLIC SCHOOLS OF
GOGEBIC COUNTY, BOARD OF EDUCATION

Staff Representative