

6/30/75

MASTER AGREEMENT

BETWEEN THE

ROCHESTER BOARD OF EDUCATION

AND THE

ROCHESTER CAFETERIA ASSOCIATION

1973-74 . . . 1974-75

*Rochester Board of Education*

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PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, between the Rochester Board of Education, hereinafter referred to as the "Board", and the Rochester Cafeteria Association, hereinafter referred to as the "Association".

WITNESSETH: 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 Board and cafeteria employees and the school children of the Rochester Community Schools.

The parties recognize that the interest of the school children and employees and the job security of the cafeteria employees depend upon the Board's and cafeteria employee's success in establishing a solvent operation.

It is understood and expressly agreed that the general purpose of this Agreement is to promote the mutual interest of the Board and its employees and to provide for the operation of the Board's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of work, cleanliness, protection of property and avoidance of work interruption. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

To these ends, the Board and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives of the Board and the Association at all levels and among the cafeteria employees, we hereby declare:

WHEREAS, The Board under law, has the responsibility for establishing the policies for the district, and

WHEREAS, The administrative staff has the responsibility for carrying out the policies established, and

WHEREAS, The parties to this Agreement have the responsibility for providing services, and conduct consistent with all policies established by the Board, and

WHEREAS, The Board is required by law, pursuant to the Public Employment Relations Act 379 of the Michigan Public Acts of 1965, to negotiate with the Association on wages, hours, and the terms and conditions of employment, and

WHEREAS, All parties recognize that the fiscal capacity of the School District is predicated solely upon taxes and other public funds which could require the Board to extend or curtail any or all services presently provided, and

WHEREAS, The parties through negotiation in good faith have reached agreement on all such matters and desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I  
RECOGNITION - EMPLOYEES COVERED

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Association 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 terms of this Agreement. The bargaining unit includes all cafeteria employees excluding but not limited to: the Director of Cafeterias, any temporary, part-time, or substitute employee, all other supervisory and/or executive personnel, as well as any other non-certified and certified personnel not herein named.
- B. The term "employee" when used herein, shall refer to employees included in the unit for bargaining as set forth in the paragraph above and references to male employees shall include female employees. The term "Board" or "employer" when used herein shall refer to the Board of Education, Superintendent, or his designee(s).

ARTICLE II  
AID TO OTHER UNIONS

- A. The Employer will not 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 Association.

ARTICLE III  
SPECIAL CONFERENCES

- A. There may be established under this Article a closed forum, hereinafter called "special conference". It is understood by the parties that the special conferences are not to be construed or utilized as a grievance hearing or "gripe" session. It is not to be considered as negotiations.
- B. Special conferences for important matters will be arranged by the Association President and/or the Board by mutual consent of the parties. The Association may appoint not more than six (6) members to represent their organization and the Board may have a like number if it so desired.
- C. Arrangements for the conference shall be made in advance (at least one week) and an agenda provided, in writing, prepared by the party requesting the conference; the agenda shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those matters included in the agenda. The names of the persons to be present shall be submitted prior to the conference. Special conferences will be scheduled during non-working hours.

ARTICLE IV  
SENIORITY

- A. New employees hired, other than substitutes, part-time, and temporary help, shall be considered as probationary employees for the first sixty (60) working days of their employment in one school. When a full-time, permanently assigned employee finishes the probationary period, she shall be entered on the seniority list and shall rank for seniority sixty (60) working days prior to the day she completed the probationary period. The sixty (60) working days probationary period may be extended for any absences during that period, by the amount of said absences. There shall be no seniority among probationary employees.
- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Board will have the right to discharge and to take any disciplinary action other than for Association activities involving a probationary employee without a grievance filed or processed.
- C. Probationary employees shall be eligible for fringe benefits provided for in this Agreement only at the successful completion of their probationary period.
- D. The Board retains exclusive right to take any disciplinary action, including discharge, involving a probationary employee and such action as deemed appropriate by the Board shall not be subject to the grievance procedure.
- E. An employee who is hired for only a limited period of time to substitute for one or more permanent, full-time employees or permanent, part-time employees during their absences, because of illness or while on leaves or vacation, or for a job which is of limited duration, etc., shall be considered a temporary employee. She shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts.
- F. Probation in one classification or department does not count towards probation in another classification or department.

ARTICLE V  
SENIORITY LISTS

- A. Seniority shall not be affected by 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 Board will keep the seniority list up-to-date and will provide the Association President with a list of changes periodically.

ARTICLE VI  
LOSS OF SENIORITY

A. A seniority employee shall lose her seniority and terminate her employment with the Board for the following reasons:

1. Employee quits.
2. Employee is discharged and the discharge is not reversed.
3. Employee is absent for three (3) consecutive working days without notifying the Board.
4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure provided herein, unless an extension has been granted.
5. If the employee overstays by three (3) days a leave granted for any reason, as hereinafter provided, unless an extension has been granted, she shall lose her seniority.
6. Involuntary layoff for one (1) year or length of service, whichever is shorter.
7. Mandatory retirement at the age of 65.
8. If the employee gives a false reason for a leave of absence or engages in other employment during such leave, she will automatically be terminated unless permission to the contrary is granted.
9. If the employee falsified information on her application for employment even if the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority, said employee will automatically be subject to discharge.

B. The Superintendent or his designee may at his discretion make exception to the above-stated rules. The decision of the Superintendent or his designee shall be final and binding upon all parties concerned.

ARTICLE VII  
LAYOFF AND RECALL

- A. In a reduction of employees for economic or other conditions which in the opinion of the Board requires a reduction of the cafeteria personnel, the Board reserves the right to lay off or reduce the number of employees at any time it deems necessary.
- B. If it becomes necessary for a layoff, probationary employees within the affected classification will be laid off first. Seniority employees will be laid off within the affected group classification of Manager, Cook-Baker, or Helper according to seniority as defined in Article IV.
- C. Employees laid off shall not lose or increase their seniority when they are laid off.
- D. Employees laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of one (1) year and shall be recalled in reverse order of layoff; that is, a laid-off employee with greater seniority within the affected classification will be given priority of work over a laid-off employee with less seniority, providing he is capable of performing the work.
- E. 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 seven (7) working days from the date of mailing of recall notice, he shall be considered as having quit.
- F. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he fails to receive recall notice because of his own failure to advise the employer in writing of his change of address.

ARTICLE VIII  
VACANCIES AND TRANSFERS

- A. A transfer is a lateral change within a job classification where there is no additional, or increase in compensation. For example, a movement to another building or to another job within the salary classification falls into the definition of a transfer.
- B. Employees desiring a job transfer to another building shall submit such a request in writing stating the reasons for desiring a change. This request shall be submitted to the Director of Cafeterias. Transfer shall be based on ability to perform the job, qualifications, and seniority. In all cases, the decision of the Director of Cafeterias shall be the final decision regarding all transfers.
- C. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- D. In any transfer, there shall be a thirty (30) working day probationary period and the Board shall have the right if the employee's work is unsatisfactory in the new position to revert him back to his previous position without loss of seniority.
- E. Vacancies arising during the year will be posted for a period of seven (7) calendar days on the Cafeteria Bulletin Board. Employees interested in such vacancies shall apply in writing within the posting period to the Director of Cafeterias.
- F. Since the frequent transfer of employees from one school to another is disruptive of the work process and interferes with optimum employee performance, the parties hereby agree that transfers of employees are to be minimized and avoided whenever possible.
- G. Transfer requests can only be made for posted vacancies. If any employee is not selected for the posted vacancy, said individual's transfer request will no longer remain active. A new request must be filed for each posted vacancy if they wish to be considered for said vacancy.
- H. The parties agree that the decision of the Board regarding any and all transfers is final.

ARTICLE IX  
LEAVES OF ABSENCE

- A. Leaves of absence for reasonable period not to exceed one (1) year, upon written request to the Board/designee(s), may be granted to employees who are on seniority status without loss of seniority for good cause; and such leave may be cancelled if the employee is employed during the leave, unless the employee has received prior approval from the Superintendent of Schools. No benefits shall be paid during the leave of absence. The employee does not accrue any seniority during any leave of absence.
- B. An employee granted a leave of absence by the Board/designee(s) may be given a position upon her return provided there is an opening in her job classification and/or job assignment (the position held immediately prior to granted leave). No employee shall be laid off in order to create a position for an employee wishing to return from an approved leave.
- C. An employee is required to notify their appropriate supervisor in writing at least thirty (30) days preceding the expiration date of a leave indicating her desire to return, request an extension, or resignation. Otherwise, the employee will be considered as terminating her employment within the time limit specified and if the employee does not provide such notice, she shall be deemed to have terminated her employment with the Board unless an exception to this rule has been granted by the Superintendent/designee(s).
- D. Re-employment of an employee on a leave of absence will be conditioned by the availability of a vacancy existing within the employee's job classification and assignment as indicated at the time the leave was granted. The Board's obligation to re-employ an employee shall end after two (2) school semesters or one hundred eighty (180) days, whichever shall occur first.
- E. At the expiration of a leave and as stated in Section C above, if an employee does not return and no extension is granted, her removal and termination of employment with the Board becomes final.
- F. The notice of intention to return to duty after a health or maternity leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill the full responsibilities and duties of their assignments.

ARTICLE X  
CONFERENCES

- A. The Board supports the concept of conferences, workshops, and appropriate in-service work training sessions. Expenses may be paid for all employees if written request is approved by the Superintendent/designee. The decision regarding conferences, workshops, or in-service training sessions, mileage and salary payment by the Board shall be final.

ARTICLE XI  
EMPLOYEE LUNCH RATIO

- A. The number of employees hired at each individual school will be pro-rated on the basis of one seven (7)-hour employee for every 80-110 students and adult lunches served, computed on monthly averages. The Board reserves the right to adjust and modify the employee lunch ratio (80-110) depending upon equipment and facilities to operate individual school lunch programs. The Rochester Cafeteria Association will be notified whenever any changes are initiated by Board action on the above-mentioned ratios.
  
- B. The ratios that are indicated above shall be operative except in situations where in the judgment of the administration it is advisable to modify said ratios for the benefit of cafeteria operation as well as in any new technological, mechanical, and/or innovative approaches to the efficient and economical operation of the cafeteria program.
  
- C. In the event the financial conditions of the District would affect the ratios (increase or decrease) as stated above, the Board may at its option re-open discussion with the Association on this issue. The discussion would relate only to the affected ratio count as set forth in this Article.

ARTICLE XII  
RESIGNATION

- A. A cafeteria employee who resigns and later wishes to be placed on the substitute list shall receive substitute pay when employed as a substitute.

ARTICLE XIII  
DISCHARGE

- A. The Board may not discharge any seniority employee without just cause. The Board agrees promptly upon the discharge of a seniority employee to notify in writing the Association President of the discharge.
- B. If the Association President so desires, she may discuss the discharge with the Superintendent/designee(s) within three (3) days of the Board's action.

ARTICLE XIV  
HOSPITALIZATION

- A. All permanent, full-time, seniority employees employed on a full-time basis (6 hours per day or more) will be eligible for hospital medical hospitalization coverage to a maximum Blue Cross-Blue Shield coverage or equivalent (as indicated in Section B of this Article) fully paid by the School District. All permanent, full-time, seniority employees working three (3) hours or more will be eligible to one-half (1/2) premium payment (benefit to cover full twelve [12] months). If the eligible employee's spouse has, or is eligible for, any type of fully paid, full-family hospitalization insurance coverage which is equal to or better in coverage than that offered by the Rochester Community Schools, the employee involved will not be eligible for full-family or single subscriber hospitalization coverage with the Rochester Community Schools. All eligible employees who are not covered on their spouse's hospitalization plan will be provided with the below-listed coverage on a single subscriber basis. It is understood double coverage is prohibited.
- B. The Board agrees to provide, upon request by the employee, the following type of Blue Cross-Blue Shield insurance or its equivalent beginning on the insurance company's enrollment date: Comprehensive Hospital with riders, D45NM, IMB; semi-private only, MFV-1 with riders OB, MC, Master Medical; Medicare option; exact full.
- C. The Board will provide hospitalization insurance for all eligible employees who have satisfactorily completed their probationary period on the following basis:
  - 1. If the employee or his spouse is covered under other hospitalization insurance coverage, the employee involved will not be eligible for hospitalization coverage with the Rochester Community Schools. It is understood that double coverage is prohibited.
  - 2. For the appropriate coverage, the employee shall certify in writing that he or she is entitled to such insurance coverage. Violation of this certification may require the employee to reimburse the Board for all payments made in his or her behalf. In addition, it is firmly understood that such employee may be disciplined.

ARTICLE XIV, HOSPITALIZATION (cont.)

- C.
3. All eligible employees shall not be entitled to the above-mentioned coverage until they have satisfactorily completed the probationary period.
  4. Employees on leaves of absence in excess of three weeks shall be required to pay for the insurance or else it will be terminated.
  5. There shall be no duplication of insurance. The employee must notify the Payroll Office of any duplicate coverage - either through personal coverage or coverage from the spouse's or family's insurance plan. If the employee is covered by any duplicated hospitalization insurance, the Board's obligations under this provision shall be waived.
  6. The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.
  7. Upon request, the employee may be required to submit proof that no hospitalization coverage is available to their spouse. Refusal or failure to submit proof shall mean the suspension of the insurance coverage to such employee.
- D. Once an employee is off the payroll, the school district's contribution for hospitalization coverage will automatically cease.
- E. The benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.
- F. Upon termination or lay-off of employment with the Board, the employee's benefits as described above will cease to be paid by the Board.
- G. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.
- H. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by an insurance company hereunder shall be controlling in all matters concerning benefits, eligibility and termination of coverage, and other related matters.
- I. In the event of any violation of the no-strike clause, this provision shall be immediately terminated and discontinued for the duration of the strike and the employer shall be reimbursed for any premium paid.

ARTICLE XV  
LONGEVITY

A. Employees shall be eligible to receive longevity benefits at the end of the fiscal year on the basis of their gross annual earnings, provided their services have been on a continuous basis with the Rochester Community Schools. Longevity will be paid according to the table listed below:

1.5% after nine (9) continuous years

2.5% after fourteen (14) continuous years

3.5% after nineteen (19) continuous years

ARTICLE XVI  
UNIFORM ALLOTMENT

A. Employees working five to seven (5 to 7) hours per day will be reimbursed \$3.75 per month and employees working two to four (2 to 4) hours per day will be reimbursed \$2.75 per month for the 1973-74 school year at the end of the year or termination of employment for the purchase of the required uniform which includes white uniforms, white shoes, rubber gloves, and hair nets, provided each individual's services have been continuous and permanently assigned as part of the work force.

Employees working five to seven (5 to 7) hours per day will be reimbursed \$4.00 per month and employees working two to four (2 to 4) hours per day will be reimbursed \$3.00 per month for the 1974-75 school year at the end of the year or termination of employment for the purchase of the required uniform which includes white uniforms, white shoes, rubber gloves, and hair nets, provided each individual's services have been continuous and permanently assigned as part of the work force.

ARTICLE XVII  
HOURS OF WORK--PAID DAYS

- A. All cafeteria employees working under this Agreement shall be paid on the basis of rate per hour, hours per day, days school is in session when lunch is served, plus one day before school opens and one day after school closes for equipment preparation and care.
- B. The paid holidays for the years 1973-75 shall be:
- |                               |                |
|-------------------------------|----------------|
| Labor Day                     | New Year's Day |
| Thanksgiving Day              | Good Friday    |
| Friday following Thanksgiving | Memorial Day   |
| Christmas                     |                |
- C. The employee must have been employed (hired) before and after the above days to be eligible for holiday payment.
- D. Salary for a holiday shall be paid when the school day preceding and succeeding the holiday is worked. If the employee indicates that illness was the cause of such absence then the employee shall furnish a doctor's statement certifying the illness within three (3) days after such absence. An exception to this rule may be granted by the Superintendent/designee.
- E. Employees will be paid their current rate based upon their regularly scheduled work day for said holidays.
- F. When school is closed due to adverse weather conditions, employees will be expected to report to work. Employees not reporting for their regularly scheduled work day will have deducted that day's salary. Employees reporting for part of a work day will be paid for that portion of the day worked.

ARTICLE XVIII  
VACATION

A. An employee shall earn credits toward vacation with pay in accordance with the following schedule based on their hourly service during the fiscal year, July 1 to June 30.

1 day pro-rated	- less than one complete year
1 day	- One continuous and complete school year or more
2 days	- Two complete school years or more
3 days	- Three complete school years or more
4 days	- Four complete school years or more
5 days	- Five complete school years or more
6 days	- Six complete school years or more
7 days	- Seven complete school years or more
8 days	- After ten complete school years or more
10 days	- After fifteen complete school years or more

B. Vacations are to be taken during days when work days are not scheduled and paid to the employees at the end of the school year.

C. All cafeteria employees working under this Agreement shall be paid vacation days on the basis of their rate per hour and hours per day of their regularly scheduled work day.

D. If an employee is laid off, quits, or retires, vacation pay will be pro-rated for the months worked during that fiscal year.

ARTICLE XIX  
SICK LEAVE

The parties mutually recognize the requirement of security for the employee in time of sickness, matters of emergency or other circumstances beyond the control of the employee. Therefore, the following provisions are hereby established and each employee shall observe the spirit of these provisions in the use of any of the leave days provided herein.

A. Each seniority employee, after working one full pay period, shall accumulate and be credited with twelve (12) days per year for sick leave at the beginning of each year. At the end of each fiscal year all such unused leave shall be placed in the employee's sick leave bank. Accumulation of sick leave days not used shall be unlimited. The following conditions shall apply to this type of leave with pay:

ARTICLE XIX, Sick Leave (cont.)

- A.
1. Personal illness.
  2. Emergency illness in the immediate family (mother, father, spouse, son, daughter, or dependents) not to exceed five (5) days. A maximum of five (5) sick leave days may be granted under the provision of this Article for illness in the immediate family which will be charged against the employee's sick leave.
  3. Death in the immediate family not to exceed five (5) days.
  4. Death of any other member of the family not to exceed one (1) day.
- B. As a part of the sick leave benefit, two (2) days per year may be used upon prior approval of the Superintendent/designee for approved leave days. Use of approved leave days shall be deducted from sick leave allowance. Approved leave shall be interpreted as that which requires the presence of the employee at affairs that cannot be arranged for outside of business hours.
- C. Upon approval of the Superintendent/designee, no more than two (2) days of accumulated sick leave (approved leave) may be used annually for the following reasons:
1. Attendance at a ceremony awarding a degree to a person in the immediate family.
  2. Attendance at the school graduation of a person in the immediate family.
  3. Conducting affairs which cannot normally be handled outside school hours is the type of activity that requires the employee's presence during school hours and is of such a nature that it cannot be attended to at a time when school is not in session:
    - a. medical and dental appointments.
    - b. business or legal transactions.
    - c. urgent family matters.
    - d. attendance at a funeral service of a person whose relationship to the employee warrants such attendance, not to exceed one (1) day.
- D. An approved leave day will not be granted the last scheduled work day immediately before and the first scheduled work day immediately after any holiday or vacation period as well as the first or last week of the school year. An exception to this rule may be granted by the Superintendent.
- E. After working one full pay period, a seniority employee may draw on his anticipated sick leave days for the balance of the current fiscal year, for a period not to exceed ten (10) calendar months, provided that he shall execute a promissory note payable to the Board for all such borrowed leave and repayment shall be made within the ten (10) month period from the time of borrowing. If repayment is not made in days accrued, the sick days will be deducted from the employee's final pay check. Sick days shall be credited or returned on the basis of 1.2 days per employed month.

ARTICLE XIX, Sick Leave (cont.)

- F. It is agreed that use of leave days will be strictly confined to legitimate purposes only. The parties agree that abuses which defeat the purpose for which sick leave days and approved leave days exist are in violation of proper and ethical standards and shall be subject to discipline as deemed appropriate by the Board. Any employee shall be subject to discipline because of improper and unethical behavior and have no recourse to the grievance procedure.

ARTICLE XX  
COMPENSATION

- A. The acting manager will receive an additional \$.30 per hour when performing in the capacity of manager for each day of the manager's absence. In absences of five (5) consecutive days or more, the acting manager will receive the first year manager's rate. This rate will commence as of the sixth day.
1. The duties of each classification will be defined as the Director of Cafeterias deems necessary.
  2. A helper transferring to the Cook/Baker Classification shall begin at the first (1st) year level unless training and/or experience justifies placement on the salary schedule higher than the first (1st) year level with a maximum of up to four (4) years granted as determined by the Director of Cafeterias.
  3. Anyone transferring to a manager's position shall begin at the first (1st) year step regardless of present number years of service in a former classification.
- B. Banquet Schedule (lunches, breakfasts, pot lucks)
1. Cooks - \$3.50 for 1973-74; \$4.00 for 1974-75. (Monday through Saturday) for banquet work. No minimum daily hours of regular assigned work required for banquet assignment and wages.
  2. Managers - \$4.50 for 1973-74; \$5.00 for 1974-75. (Monday through Saturday) for banquet preparation and supervision. A supervisor will be required to be present for entire operation. Single person supervision required for use of kitchen in food preparation shall be assigned from the cafeteria staff at \$4.50 per hour for the 1973-74 year and \$5.00 per hour for the 1974-75 year.

ARTICLE XX, Compensation (cont.)

3. Sunday banquet rates shall be \$1.00 per hour in addition to the above banquet rates.
  
- C. All employees will be paid a minimum of two hours at their regular hourly rates for any required reporting back to the building.
  
- D. To be eligible for annual increments effective July 1st of each year, the employee must have been employed on record as of the first (1st) working day of the preceding February.
  
- E. Any time over 40 hours per week will be paid at one and one-half (1 1/2) the regular salary schedule itemized in the attached supplement.
  
- F. Life insurance policies will be extended to all three (3) to six (6) hour seniority employees in the amount of \$2,000.00 for the 1973-74 year and \$2,500.00 for the 1974-75 year. Three thousand dollar (\$3,000.00) policies will be extended to six (6) hour or more seniority employees for the 1973-74 year and \$3,500.00 for the 1974-75 year. It should be noted that the hours worked on banquets are not included in qualifying for the above-stated insurance benefits. This group life insurance shall begin when the employee has: (1) properly completed all the required forms, and (2) has completed the probationary period; as well as in accordance with the governing rules of the contracted companies.
  
- G. In recognition of service to the School District, a terminal leave payment of ten (10) dollars per year will be paid to the retiring employee upon her retirement, provided the employee shall have been employed in the School District for at least fifteen (15) complete years. The benefits of this provision shall be consistent with the policies and regulations of the Michigan Public School Employees Retirement Fund. This benefit will be implemented during the 1974-75 contract year. An employee must qualify for and draw retirement benefits to be eligible for the above-stated terminal leave payment.
  
- H. Upon termination of employment with the Rochester Community School District, all fringe benefit coverages will cease on the effective date of their termination of employment. Employees may by cash payment pre-pay her insurance for those months between employment.
  
- I. Employees on leave of absence will have fringe benefits cease effective beginning immediately with the date of their leave. However, the opportunity can be extended to persons on leave to pick up said policy on their own subject to the governing rules of individual companies.
  
- J. The benefits stated in this Agreement shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for said coverage.

SALARY SCHEDULE

Years	Managers		Cook/Baker		Helper	
	1973-74	1974-75	1973-74	1974-75	1973-74	1974-75
Probation			2.20	2.33	2.08	2.21
1st year	3.12	3.31	2.43	2.58	2.30	2.44
2nd year	3.18	3.37	2.49	2.64	2.36	2.51
3rd year	3.24	3.43	2.55	2.70	2.43	2.58
4th year	3.31	3.51	2.62	2.78		
5th year	3.37	3.57	2.68	2.84		
6th year	3.43	3.64	2.75	2.92		
7th year	3.50	3.71				
8th year	3.56	3.77				

The above salary schedule will be the same for the full term of this Master Agreement.

ARTICLE XXI  
GRIEVANCE PROCEDURE

A. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance. Such grievance shall be submitted to the following grievance procedure:

An individual employee may present a grievance to the Board or its designated representative without the intervention of the Association or its representatives, as long as any adjustments are not inconsistent with the terms of this Agreement.

Any issue (as defined above) that may present itself as a grievance should first be discussed with the Cafeteria Manager with the hopes of resolving said issue before being presented as a grievance as outlined below.

STEP ONE: Within five (5) working days of the time a grievance occurs, the employee will present the grievance to the appropriate supervisor during non-working hours with the objective of resolving the matter informally. Within ten (10) working days after presentation of grievance, the appropriate supervisor shall give her answer orally to the employee.

STEP TWO: If the grievance is not resolved in STEP ONE, the employee must, within three (3) working days of receipt of the administrator's answer, submit to the appropriate supervisor a signed, written "Statement of Grievance". The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved.

The appropriate supervisor shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance.

STEP THREE: If the grievance is not resolved in STEP TWO, it must be submitted within five (5) days of the Step Two answer to the Superintendent or his designee. The Superintendent or his designee and the aggrieved employee (representation of the Association if the employee so desires) shall meet within a reasonable time, not to exceed two (2) weeks, in an attempt to resolve the matter.

STEP FOUR: If a satisfactory disposition of the grievance is not made as a result of the meeting provided in Step Three above, either party shall have the right to file said grievance with the Secretary of the Board within five (5) working days of the meeting provided in Step Three.

The Board will have twenty (20) working days to resolve and render its decision, in writing, to the aggrieved employee and to the Association.

ARTICLE XXI, Grievance Procedure (cont.)

- B. It is understood that, following the decision of the Board, either party reserves the right to invoke the mediation machinery of the Michigan Labor Mediation Board as provided by statute.
- C. The number of days indicated at each step of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.
- D. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- E. The failure of an Administrator to communicate his decision to the employee within the specified time limits shall permit the employee to proceed to the next step in the Grievance Procedure if they so desire.
- F. It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the employee's work program. Release time shall be granted only upon mutual consent of the aggrieved person, and the Superintendent/designee. Such released time shall be without loss of pay to the extent required for such participation in actual meetings with the Board or its designated representatives. If the grievant and his grievance is not upheld or sustained, then his absence will be charged as absence without pay.
- G. A grievance may be withdrawn at any step but that same grievance shall not be filed again a second time by the same grievant.
- H. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- I. The Association is prohibited from processing a grievance in behalf of an employee or group of employees.
- J. The following matters shall not be the basis of any grievance filed and/or processed under the Grievance Procedure of this Agreement:
  - 1. The termination of services or failure to re-employ any probationary employee.
  - 2. Assigning to any probationary employee an additional period of probation.
  - 3. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.

ARTICLE XXI, Grievance Procedure (cont.)

- K. If the Board and/or its representative believes there has been a violation of a specific Article or Section of this Agreement, it may file a grievance with the Association. Such grievance shall be in writing and shall set forth the issue involved. Representatives of the parties shall meet within five (5) school days after receipt of such grievance and work towards the resolution of the issue.

ARTICLE XXII  
ENTIRE AGREEMENT CLAUSE

- A. This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXIII  
WAIVER CLAUSE

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIV  
STRIKE CLAUSE

- A. The Association and the Board recognize that the cessation or interruption of services by employees is contrary to law and public policy. The Board and the Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the employees agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i. e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, by any employee or group of employees) and pledge themselves to the purpose of insuring continuation of the work program. Accordingly, the Board agrees to see that there will be no lock-out initiated against employees.
- B. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or Board members of the District regarding the administration of this contract or any grievance filed thereunder.
- C. Violation of this Article by any employee or group of employees will constitute just cause for the imposition of discipline or penalties. The Board of Education, in the event of violation of this Article, will have the right in addition to the foregoing and any other remedies available at law, to demand injunctive relief and damages against the Association. Further, any employee involved may be subject to disciplinary action without recourse to the grievance procedure.
- D. In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible by:
1. The Association will take prompt, affirmative action to prevent strikes and picketing, or any other action as described above by notifying the employees and public that the Association disavows their actions.
  2. Delivery immediately to the Board of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and to return to work.
  3. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
- E. No employee shall willfully absent himself from his position, abstain from the faithful performance of his duties, interfere with the rights and the privileges or obligations of employment, nor resort to a strike, tie-up, or slow-down as set forth in this Article and by law as provided elsewhere and as stated in Act 379.

ARTICLE XXIV, Strike Clause (cont.)

- F. There shall be no liability for damages on the part of the Association if it promptly takes such action as indicated herein.
- G. In the event the Association does not adhere to or abide by this provision, it shall be liable for any and all damages, injuries, and costs incurred by the Board as well as causing this total Master Agreement to become null and void.

ARTICLE XXV  
BOARD'S RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board's School District.
  - 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
  - 3. Direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.

ARTICLE XXV, Board's Rights (cont.)

- B.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations.
  6. Determine the qualifications of employees, including physical conditions.
  7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  8. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.
  12. Continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.
  13. Executive management and administrative control of the school system and its properties and facilities and the activities of its employees during working hours.
  14. Hire all employees, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

ARTICLE XXV, Board's Rights (cont.)

15. Establish hiring procedures and qualifications.
16. Establish course of instruction and in-service training program for employees.
17. Adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.

The above are not to be interpreted as abridging or conflicting with any specific provisions in this Agreement.

- C. 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 hereof are in conformance with the Laws and Constitution of the State of Michigan and the Laws and Constitution of the United States.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.
- E. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE XXVI  
MISCELLANEOUS SECTION

- A. The authority for effecting all reduction in staff, promotions, transfers, and category re-classification shall rest with the Superintendent or his designee.
- B. 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 full force and effect.
- C. The Board may, at its discretion, require that employees provide medical data from the employee's doctor for any illness or injury which has resulted in the loss of three (3) or more work days or any other type of absence(s) that the Board deems necessary.
- D. Present Board policies or any future policies governing working conditions will continue in effect unless modified by the provisions of this Agreement.
- E. This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- F. Nothing in this Agreement shall limit in any way the right of supervisors and/or managers to perform bargaining unit work.
- G. The Association recognizes that each employee must assume the responsibility for filing an annual T. B. (tuberculosis) report to the Director of Cafeterias within fifteen (15) days after the first day of school. Failure to file the T. B. report may result in withholding pay until such filing has been completed. The T. B. exam shall have been taken within nine (9) months preceding the opening of school. All employees shall be given the choice of an annual skin test or x-ray to determine their freedom from tuberculosis. In the event a skin test is positive, the Board shall require the employee to submit to an x-ray examination and present evidence either negative or positive result to the representative of the Board.
- H. The retirement age shall be sixty-five (65) years. After sixty-five (65) years of age, an employee may apply for employment on a day-to-day basis, subject to approval by the Board. The Superintendent or his designee is authorized to make final determination of the feasibility of recommending any request for extension of employment to the Board.

ARTICLE XXVII  
MEMORANDUM OF AGREEMENT

It is acknowledged, understood, and accepted by both parties that any provisions of this Agreement covered by the Presidential Executive Order of August 15, 1971, or any date thereafter, shall be effective to the extent that it conforms with said order or subsequent directives applicable thereto. This Agreement shall be implemented in complete conformity with the Federal Wage Price Freeze, the rules and regulations of the United States Cost of Living Council, and any and all other laws, regulations, and rules that currently apply and may apply during the term of this Agreement. The parties further agree there shall be no retroactivity in salaries or benefits for the period from the effective date of this Agreement through the termination of the Federal Wage Price Freeze Order unless judicial ruling declares such retroactivity legal. The terms of any legal retroactivity will be subject to further negotiation by the Board and Association representatives.

ARTICLE XXVIII  
DURATION OF AGREEMENT

This Agreement represents the entire Agreement between the Board and the Association and supersedes all prior Agreements and cancels all previous Agreements, verbal or written or based on alleged past practices, between the parties and shall become of full force and effect from July 1, 1973 and shall continue in full force and effect until midnight, June 30, 1975, and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 11th day of June, 1973.

ROCHESTER CAFETERIA ASSOCIATION

By Mary Bellairs  
President, Rochester Cafeteria Assoc.

By I. Neva Springett  
Secretary, Rochester Cafeteria Assoc.

By Mary Bellairs  
Chairman, Negotiating Committee

Members of R. C. A. Negotiating Team:

Mary Bellairs  
Grace Beach  
Betty Popa  
I. Neva Springett

ROCHESTER BOARD OF EDUCATION

By [Signature]  
President, Board of Education

By Dorothy A. Beardmore  
Secretary, Board of Education

By Edward C. Skowneski  
Chairman, Negotiating Committee

Members of District Negotiating Team:

E. C. Skowneski, Chief Spokesman  
Dolores Crosier