

**AGREEMENT**

*between*

**WESTWOOD HEIGHTS SCHOOLS  
BOARD OF EDUCATION**

*and the*

**INTERNATIONAL UNION  
of  
OPERATING ENGINEERS  
LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO**

**CAFETERIA EMPLOYEES  
BARGAINING UNIT**



**JULY 1, 2007 - JUNE 30, 2010**

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## **AGREEMENT**

between

**Westwood Heights Schools**, hereinafter referred to as the "**Employer**", or "**Board**",

and

**The International Union of Operating Engineers, Local 547 -A, B, C, E, G, H, P - AFL-CIO**, hereinafter referred to as the "**Union**".

### **ARTICLE I**

#### **PURPOSE**

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

### **ARTICLE II**

#### **UNION RECOGNITION, AGENCY SHOP AND CHECK-OFF**

##### **Section 1: Union Recognition**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Cafeteria employees, including Elementary Cafeteria Monitors, as listed in "Appendix A".

##### **Section 2: Agency Shop**

A. It shall be a condition of employment that all employees of the Board covered by this Agreement:

1. Become members of the Union on or before the ninety-first (91st) calendar day following the effective date of the Agreement; on or before the ninety-first (91st) calendar day following the beginning of their employment with the Board; or

If an employee seeks redress in any other form, other than the Grievance Procedure incorporated into this Agreement, said employee forfeits the right to file a grievance or continuance of a grievance already in the procedure.

#### **ARTICLE IV**

##### **VISITATION**

After presentation of proper credentials to the Board's representative, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

#### **ARTICLE V**

##### **STEWARDS**

A. The employees will be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be known to the Board in writing.

B. Arrangements may be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon approval being granted by the immediate supervisor.

C. During their terms of office, the Chief and Alternate Steward shall be deemed to head the seniority list for the purposes of shift preference and lay-off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

D. The Chief Steward shall be supplied the following information on a newly hired employee two (2) weeks prior to completion of the employee's probationary period: name, date of hire, classification, social security number, address, rate of pay and job location.

## ARTICLE X

### SENIORITY

A. For purposes of this Agreement, and the employees it covers, seniority shall be defined as length of service to the school district cafeteria and/or lunch program, beginning on the first day that the employee received wages from the school district for services performed in the cafeteria and/or lunch program, regardless of the nature or classification of the work performed. The burden of proof for verifying an initial employment date rests with the employee. Substitution work and work outside of the employee cafeteria unit shall not qualify under this Section. Employees shall retain and continue to accrue seniority during: (1) lay-off; and, (2) approved leaves of absence which are one [1] year or less in duration. Any employee from the unit who assumes a supervisory position (director or supervisor) shall retain and continue to accrue seniority with the unit throughout such time as they remain in the position.

B. New employees will be considered as probationary employees for ninety (90) calendar days. After completion of the probationary period, employees will be considered as seniority employees, and the employee's seniority will start as of the first work day.

C. Seniority shall be broken for any of the following reasons:

1. If the employee quits;
2. If the employee is discharged;
3. If the employee is absent for three (3) consecutive days without properly notifying their immediate supervisor;
4. If the employee retires, or is retired by the Board;
5. If the employee absents himself/herself from work on an approved leave of absence for more than one (1) calendar year;
6. If the employee was laid off and then turns down a regular position, comparable to the one from which he/she was laid off, in the cafeteria program;
7. An employee who is laid off and placed on the sub list shall be called as needed to fill schedule of food service. When the employee refuses hours available five (5) consecutive times, the employee shall terminate employment, and be notified in writing by the Food Service Director.

C. Whenever a current employee is afforded the opportunity to assume a new position or assignment, he/she shall be given up to a ten (10) day training and probationary period. The probationary period may be extended at the discretion of the Cafeteria Manager. If at the end of the probationary period the performance of the employee is unsatisfactory, as determined by the Cafeteria Director, the employee must return to his/her assignment. In such instances, the applicant of next highest seniority will be given a ten (10) day probationary period in which to display his/her capability to perform the assignment. The decision of the Cafeteria Director, regarding whether or not the new assignment is satisfactory, shall be final and not subject to the grievance process. A competency test will be developed for applicants applying for skilled job positions in Food Service (Cook, Baker, Manager and Cook's Helper). The test will be developed by the Director and approved by an administrator, and the negotiating people from the Cafeteria Union.

D. Any employee, regardless of job level, may apply for any job level, may apply for any job vacancy that is posted. Where seniority is equal, selection will be made on qualifications, ability, merit, state-wide training, and the needs of the school district.

E. It is mutually agreed that while an individual is serving a probationary period for a new assignment, the Cafeteria Director may temporarily adjust other personnel, and/or employ substitute personnel to temporarily cover the employee's previous assignment.

F. The employee may be subject to a physical before allowed to try a specific job.

G. An employee who has the qualifications and skills required to fill in for a higher classification absent employee shall receive the wage rate of the higher classification for time worked in that classification.

#### **ARTICLE XIV**

#### **RESIGNATIONS**

A. Cafeteria personnel shall notify in writing the Superintendent of Schools, or his/her designated agent, two (2) weeks prior to leaving their position.

B. The final paycheck will be held until all responsibilities are current and/or completed.

C. Failure to abide by the above shall result in the forfeiture of all benefits.



## **Step Two**

A. The Chief Steward shall meet with the immediate supervisor and the grievant to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.

B. The immediate supervisor shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the Chief Steward and the grievant.

## **Step Three**

A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent of Schools within five (5) working days from the date of receipt of the decision rendered by the immediate supervisor, and the Superintendent of Schools or his designee shall meet with a Business Representative of the Union at a time mutually agreeable to them.

B. The Superintendent of Schools or his designee shall give his/her decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Business Representative of the Union.

## **Step Four**

A. Any appeal of a decision rendered by the Superintendent of Schools shall be presented in writing to the Board of Education within five (5) working days of the date of the receipt of the decision rendered by the Superintendent of Schools, and a committee designated by the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them.

B. A committee designated by the Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the date of their meeting with the Business Representative of the Union.

## **Step Five**

A. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration.

B. The appealing party shall notify the Michigan Employment Relations Commission to submit a list of arbitrators to both parties. The rules of the American Arbitration Association shall govern the proceedings.

**ARTICLE XVII**

**WORKING HOURS**

A. Working hours shall be determined by the Cafeteria Director with the approval of the Superintendent.

B. All overtime must be approved by the Cafeteria Director.

C. The regular working hours per day for each employee will be as follows below. The parties recognize and agree that on any given day an employee's hours may be adjusted if production needs are significantly reduced due to occurrences such as a school closing or a low purchase count (low participation).

|  |                          |
|--|--------------------------|
| Technician 4 Kitchen Manager                           | 4 to 7 Hours Per Day     |
| Technician 3 Bakers/Cooks                              | 4 to 6-1/2 Hours Per Day |
| Technician 2 Second Cook                               | 4 to 6-1/2 Hours Per Day |
| Technician 1 Dishwashers/Servers/<br>Cashiers/Monitors | 2 to 5 Hours Per Day     |

D. No employee will be paid for hours worked in excess of his/her regularly scheduled working hours, unless such hours are approved in advance by the Cafeteria Director.

E. All hours worked over forty (40) in one (1) week, or eight (8) in one (1) day will be paid at a rate of time and one-half (1-1/2).

F. Any time an employee is called in during the regular school day, the employee will be guaranteed two (2) hours pay at the employee's regular hourly pay rate.

G. The Cafeteria Director will attempt to rotate any reduction of hours, with consideration being given to the qualifications of the employees and the capabilities required of the assignment.

H. When staying over to do dishes, employee shall receive pay for actual time worked up to one (1) hour.

**ARTICLE XVIII**

**MILEAGE**

Cafeteria personnel who are directed to utilize their own automobile shall be reimbursed at the rate afforded to all other employees.

D. A maximum of five (5) days may be deducted from the sick leave allowance of Cafeteria employees to attend the funerals of those people in the employee's immediate family. Immediate family is to be defined as spouse, son, daughter, brother or sister, parents, grandchildren, grandparents, and the following in-laws: father, mother, brother, sister, son and daughter. In the event of the death of a person not specified under this Section, the employee shall be granted one (1) day deducted from the employee's allowable sick leave. All types of leave days shall be considered whole days, unless alternate arrangements are made with the Cafeteria Director prior to the absence from work.

E. Employees may not receive sick pay for days for which they receive compensation from an Employer-paid short term, or long term disability (wage continuation) program. They may receive such sick pay when they receive compensation from a program for which they have paid the premiums.

F. Any employee whose personal illness extends beyond the period of the employee's accumulated sick leave days shall be granted a leave of absence without pay for up to one (1) year to recover from such illness. Upon return from the leave, the employee shall be assigned to the same position. The Board may require the employee to submit to a physical examination by a physician selected by the Board before allowing the employee to return to work.

G. All requests for sick leave must be made in writing to the Board's designated representative.

H. New employees will qualify for sick leave days after ninety (90) calendar days, which will consist of one (1) sick leave day per each full calendar month worked for the remainder of the employee's first (1st) school year.

I. Sick leave accumulation shall be listed on each employee's pay.

## **ARTICLE XXI**

### **LEAVES OF ABSENCE**

A. Leaves of absence with pay, and not chargeable against the sick leave allowance, may be granted for the following reasons:

1. Absence when a Cafeteria employee is called for jury service. The Board will pay the make-up portion of the salary for a maximum of thirty (30) days per year;

2. Approved visitation at other schools, or for attending conferences or conventions, when approved in advance by the administration;

2. The employee's adoption of a son or daughter or the placement of a foster child in the employee's home (the right to this expires twelve [12] months after the placement);

3. To care for a spouse, son, daughter, or parent of employee, if the relative has a serious health condition;

4. The serious health condition of the employee.

The Board will develop a form to apply for leave and may require documentation to substantiate the application.

Nothing in this Section prohibits an employee from taking other leaves of absence as provided in other Sections of this Contract.

## **ARTICLE XXII**

### **HOLIDAY PAY**

A. All employees will receive the following paid holidays during the life of this Contract: Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day and one (1) Floating Holiday.

B. Holiday pay will be paid at the rate of the average number of hours the employee works.

C. The employee must work the day before and after the holiday to be paid for the holiday, except in case of death in immediate family, jury duty, and/or required court appearance with required proof to school district.

D. Leave days cannot be used to qualify for paid holidays.

E. Employees absent on approved paid sick days shall qualify for holiday pay, but not those receiving compensation from an Employer-paid short term disability (wage continuation) program.

**ARTICLE XXIV**

**SALARY SCHEDULE**

**(Wages Per Hour)**

| A. <u>Title</u>     | <u>2007-08</u><br>(1.5%) | <u>2008-09</u><br>(1.5%) | <u>2009-10</u><br>(1.75%) |
|---------------------|--------------------------|--------------------------|---------------------------|
| Technician 4        | \$12.09                  | \$12.27                  | \$12.48                   |
| Technician 3        | \$11.33                  | \$11.50                  | \$11.70                   |
| Technician 2        | \$11.27                  | \$11.44                  | \$11.64                   |
| Technician 1        | \$10.28                  | \$10.44                  | \$10.62                   |
| Food Service Driver | \$11.53                  | \$11.70                  | \$11.91                   |

Pay to be retroactive to July 1, 2007, or first day of employment for each employee hired after July 1, 2007.

**B. Driver**

Food Service Driver substitutes will receive seven dollars fifty cents (\$7.50) per hour, unless the substitute is a laid off employee, and the rate of pay will be at the rate last earned as an employee.

C. M.C.I.C. employees, because of the type of diets required, will receive ten cents (\$.10) per hour more the first year of the Contract; and if student lunches increase to over one hundred eighty (180) per day, ten cents (\$.10) more the second year of the Contract.

**D. Longevity Wage Increments**

All Cafeteria employees will receive longevity wage increments, concurrent with their years of continuous seniority Cafeteria service with the school district, as follows:

|                          | <u>Wage Increment</u><br><u>Per Hour</u> |
|--------------------------|--|
| After Ten (10) Years     | \$.10                                    |
| After Fifteen (15) Years | \$.15                                    |
| After Twenty (20) Years  | \$.20                                    |

E. If an employee attends a conference at the request of the Cafeteria Manager, the employee will be paid for all regular work days based on the average hours normally worked.

## ARTICLE XXVII

### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

#### Section 1

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

#### Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

#### Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE XXVIII

### TERMINATION AND MODIFICATION

A. This Agreement shall continue in full force and effect until **June 30, 2010**.

B. If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

## **ARTICLE XXXI**

### **LAY-OFF AND RECALL**

A. The parties acknowledge the school district's prerogative to reduce the size of the Cafeteria employee staff whenever it deems it appropriate to do so. All employees subject to lay-off shall receive notification in writing two (2) weeks prior to the date of scheduled lay-off.

B. Whenever the Board proceeds to lay-off Cafeteria employees, it will do so on the basis of reverse order of seniority in the unit, beginning with the individual possessing the least seniority.

C. Whenever the Board has a vacancy in the Cafeteria program, or proceeds to expand the size of the Cafeteria staff, it will first offer such positions to members of the staff who were previously laid off. Such job offers will be made on the basis of seniority, beginning with the person of greater seniority.

D. Employees who are laid off shall be placed on a substitute list and offered such work in order of seniority and job capability. Such persons will be considered recalled into regular employment status after twenty (20) consecutive work days in the same job assignment, at which time fringe benefits will be made available.

E. When the lay-off of an employee creates a vacancy on the staff, such vacancy will be posted and all other employees may apply for such position.

## **ARTICLE XXXII**

### **LEGAL PROTECTION**

If a Cafeteria employee, acting in good judgment within the policies, rules and regulations of the Board, and state and Federal statutes, is complained against or sued, the Board will provide counsel and render assistance to the employee in his/her defense.

## **ARTICLE XXXIII**

### **CERTIFICATION**

Cafeteria employees must be certified. Failure to maintain certification could result in termination of employment. Newly hired employees have two (2) calendar years to fulfill this requirement.

