

**AGREEMENT**

**BETWEEN  
THE**

**GIBRALTAR  
BOARD OF EDUCATION**

**AND THE**

**INTERNATIONAL UNION  
OF  
OPERATING ENGINEERS  
LOCAL 547 – A, B, C, E, G, H – AFL – CIO**

**CAFETERIA EMPLOYEES  
BARGAINING UNIT**

***SEPTEMBER 1, 2007– AUGUST 31, 2010***

## **AGREEMENT**

This Agreement is entered into by and between the Board of Education of the Gibraltar School District, Wayne County, Michigan, hereinafter called the "Board," and the International Union of Operating Engineers, Local 547 – A, B, C, E, G, H – AFL-CIO, hereinafter referred to as the "Union."

### **ARTICLE I**

#### **RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time Cooks, Cashiers, and Kitchen Helpers, excluding supervisors, as defined in the Act, substitutes and all other employees.

### **ARTICLE II**

#### **RIGHTS OF THE BOARD**

1. The Board retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan, subject only to the condition that it shall not do so in any manner which constitutes an express violation of the Agreement.

It is further understood and agreed that the Employer has all customary and usual rights, powers, functions and authority of management not specifically abridged or modified by this Agreement.

2. The Union recognizes the employer's right to manage its affairs and direct its work force, and within the existing framework of the statutes of the State of Michigan, to maintain the school district in the County of Wayne as efficiently and at the lowest possible cost consistent with fair labor standards.
3. A list shall be maintained of all employees wishing to have an extra work assignment, and in the event the employee signs up for said extra work assignment, the proffered work shall be rotated in order to ensure that the extra work is equally distributed among the members of the Bargaining Unit. In the event an employee passes up the opportunity to work, the employee shall be treated, for the purpose of work assignment, as if the employee had requested the opportunity to work the extra job assignment.

## ARTICLE III

### DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties affirm their commitment not to discriminate against any person or persons because of race, color, religion, sex, age, national origin or a handicap as defined by the Michigan Handicappers' Civil Rights or Americans with Disabilities Act. In the event an employee or former employee alleges the Employer violated one or more of the above stated State or Federal laws, said charge shall be subject to the arbitration procedure of this Contract.

The Union agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, sex, national origin, age or handicap.

The Board 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 during the term of this Agreement.

## ARTICLE IV

### UNION RIGHTS

#### 1. Visitation

Upon request by the Union and the presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted onto the Board's premises 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 visitation shall not disrupt orderly operations and is cleared through the Supervisor of Cafeteria operations. The Union shall attempt to observe the work schedule needs of the cafeteria operations.

#### 2. Stewards

The Union shall be represented by a Chief and Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished in writing by the Union to the Board within seven (7) calendar days of their election or appointment.

The Stewards shall be allowed time to investigate and present grievances to the Employer during his/her scheduled working hours, without loss of time or

pay. Should it become necessary for a Steward to leave his/her place of work in order to investigate a grievance, the Steward shall request permission of the supervisor and give the name of the employee he/she is going to see. The Steward shall notify the supervisor upon his/her return to work. The above privilege is extended to the Steward with the understanding that such time will be devoted solely to the prompt handling of grievances, and will not be abused, and every attempt shall be made to hold investigations outside business hours.

During the Stewards' terms of office, they shall be deemed to have super-seniority for purposes of lay-off and recall only, provided they are fully qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.

### 3. Bulletin Boards

a. The Employer shall provide a bulletin board within each of the buildings of the Employer in which there are employees covered by this Agreement, who are employed within those buildings, with such bulletin board to be used for the following notices:

1. Recreational and social affairs of the Union;
2. Union meetings;
3. Union elections;
4. Reports of the Union;
5. Ruling or policies of the Local or International Union.

b. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its employees, or any other labor organization among its employees. No materials or notices or announcements which violate the provisions of this Article shall be posted. The posting of all such notices shall be done solely by the Union Officers, Representatives, or the Chief or Alternate Stewards.

## ARTICLE V

### AGENCY SHOP

1. Any employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Board an assignment, authorizing deduction of monthly dues in the Union, which sum shall be designated by the Union in writing. Such authorization shall continue in effect from year to year unless revoked in writing thirty (30) calendar days prior to the termination date

of this Agreement. Pursuant to such authorization, the Board shall deduct such dues from the first regular salary check of the employee each month.

2. Any employee who is not a member of the Union, or who does not make application for membership within fifteen (15) calendar days from the date of receiving permanent employee status from the Board shall, as a condition of employment, pay a service charge to the Union in an amount equal to the monthly dues of the Union. In the event that an employee shall not pay such service charge directly to the Union, or authorize payment through payroll deductions as provided in the preceding paragraphs, the Board shall cause the termination of employment of such employee, provided all procedures required by this Article and by applicable laws are fulfilled.
3. The procedure in all cases of discharge for violation of this provision shall be in conformity and compliance with the paragraphs hereinafter cited.
  - a. The Union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
  - b. If the employee fails to comply, the Union may file charges in writing with the Board, and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  - c. The Board, only upon receipt of said charges and request for termination, shall conduct an investigation of said charges and if all requirements are met, then termination notice will be given.

4. Remittance of Dues or Service Fees to the Financial Secretary

Deductions for any calendar month shall be remitted to the designated Financial Secretary of the Local Union, with a list from whom dues have been deducted, including Social Security numbers, as soon as possible after the fifteenth (15<sup>th</sup>) day of the current month, following the month in which said deductions were made. The Union agrees to hold the Board harmless and without liability from any claims of erroneous deductions for any amount of dues or fees deducted by the Board and paid to the Union.

5. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding paragraphs 2 through 5 of this Article. The Union further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, including reimbursement to the Board for any Unemployment Compensation paid by

reason of action taken by the Board for the purpose of complying with this Article, subject to the following conditions:

- a. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
- b. The Union, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article, or the damages and costs which may be assessed against the Board by the court or tribunal.
- c. The Union shall have the right to compromise or settle any claim made against the Board under this Article.

## ARTICLE VI

### GRIEVANCE AND ARBITRATION PROCEDURE

1. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Any employee having a grievance shall first take up the matter with his immediate supervisor informally within ten (10) working days following the alleged Contract violation, or it shall be considered invalid. The Union Steward may be present if so requested by the employee. The supervisor shall have a maximum of seven (7) working days to resolve the issue.

The Union shall have the right to initiate a grievance on its behalf at the Second Step of this Grievance Procedure for disagreements which cannot be resolved by the individual employee procedure.

#### Step One

In the event the grievance is not resolved informally, the grievance shall be signed by the employee and Union Steward and presented in writing, specifying the Article and Section of this Agreement from which the alleged grievance arises, to the Cafeteria Supervisor within seven (7) working days following the supervisor's informal disposition. The supervisor shall attempt to adjust the matter and shall respond to the Steward or employee in writing within seven (7) working days.

#### Step Two

If the grievance has not been settled at Step One, it shall be presented in writing, as in Step One, by the Union to the Business Manager within seven (7) working days after the response of the supervisor is due. The Business Manager shall attempt to adjust the matter and shall respond to the Union within seven (7) working days.

### Step Three

If the grievance still remains unadjusted, it shall be presented by the Union to the Superintendent or his designee in writing, as in Step Two, within seven (7) working days after the response of the Business Manager is due. Either party may request, and shall be granted, a meeting at Step Three. The grievant, Grievance Committee, and a Representative of the Union may attend meetings at Step Three. The Superintendent or his designee shall attempt to adjust the matter and shall respond in writing to the Union within ten (10) working days from the date of the meeting with the Union.

### Step Four

If the grievance is still unsettled, the Union may, within thirty (30) calendar days after the reply of the Superintendent or his designee is due, by written notice to the other party, request arbitration. The parties shall attempt to mutually agree upon the arbitrator within fifteen (15) calendar days after notice has been received. If the parties are unable to mutually agree upon an arbitrator within fifteen (15) days, then the arbitrator shall be selected in accordance with the rules of the American Arbitration Association (AAA). Expenses for the arbitrator's services and the proceedings shall be borne one hundred percent (100%) by the losing party. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record. Copies shall be made available to the other party provided the other party bears half the cost.

The arbitrator will not have the power to add to, subtract from, change or amend any of the terms of this Contract, but shall concern himself only with the interpretation and application of the terms of this Agreement; nor will he insert his judgment for that of the Employer. If the arbitrator's decision is within the scope of his authority, it will be binding on the Union, its members, the employee or employees involved, and the Board.

The arbitrator must render his decision on the matter before him not later than thirty (30) calendar days from the final day of the hearing(s). Upon mutual agreement of the parties, an arbitrator may issue his decision verbally, immediately following conclusion of the hearing(s).

2. The time limits of this procedure may be extended by mutual consent in writing.

3. No decision on, or adjustment of, a grievance shall be contrary to any provision of this Agreement.
4. Failure at any Step of this procedure by the Board to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next Step of this procedure. Failure to file a grievance or appeal a decision at any Step within the specified time limit shall be deemed a withdrawal of the grievance and it shall not be reinstated.

## **ARTICLE VII**

### **DISCIPLINE AND DISCHARGE**

The Board shall not discipline any member of the Bargaining Unit without just cause. Discipline shall be defined as any verbal or written reprimand, verbal or written warning, suspension, disciplinary lay-off or discharge. A copy of any written discipline shall be furnished to the affected employee and the Chief Steward.

When the Board feels that it is necessary to take disciplinary action, such disciplinary action must be initiated within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date that it is reasonable to assume that the employer first became fully aware of the conditions giving rise to the discipline.

When disciplinary action involves discharge, the employee and his/her Chief Steward will be notified in writing that the employee has been discharged at the time of discharge. The Union shall have the right to take up the discharge as a grievance at Step Two of the Grievance Procedure.

Any employee found to be unjustly discharged shall be reinstated with full compensation and recoverable benefits for all lost time. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate, unless overtime was involved in the case.

## **ARTICLE VIII**

### **SENIORITY**

1. As of the effective date of this Agreement, seniority ranking shall be as mutually agreed to by the parties by a seniority list for all personnel in the Bargaining Unit. Seniority shall be determined by the provisions of this Article.



Seniority for new hires, as of September 1, 2007, will be determined in the following manner:

Upon satisfactory completion of the probationary period of forty (40) actual work days and is formally hired by the Board of Education, the seniority date of the individual will be retroactive from the completion of probationary period less 40 work days. (For example, if a person starts on October 1<sup>st</sup> and works the next 40 work days without missing a day and then is formally hired by the Board, the seniority date will be October 1<sup>st</sup>. If a second individual starts on October 1<sup>st</sup> and then misses two days due to illness, she must work two additional days to complete her probation and then is formally hired by the Board—this individual's seniority date going back 40 work days would now be October 3<sup>rd</sup>.) Although both individuals started the same day, their seniority dates would be different.

In the event of conflicts arising due to identical employment seniority dates, ranking shall occur by the last four (4) digits of the respective Social Security numbers, the one with the higher number being a higher seniority rank, e.g.:

Person #1	9/01/76	SS#	367-20-6000
Person #2	9/01/76	SS#	558-30-5999

Seniority shall be determined by the employee's continuous service with the Board in the Bargaining Unit, subject to the provisions of this Article.

For new hires prior to September 1<sup>st</sup>, 2007, conflicts in identical seniority dates will be determined based on the last four (4) digits of the respective Social Security numbers as noted above.

Seniority shall be retained for an employee who transfers to either a supervisory or a confidential position outside of the Bargaining Unit, with that employee having the right to exercise the seniority that they had earned while they were a member of the Bargaining Unit, in the event that such employee vacates supervisory or confidential position and returns to the Bargaining Unit.

## 2. Seniority Lists

An updated seniority listing shall be furnished to the Union Steward and any employee so requesting by approximately November 1st of each year. Such listing shall contain each employee's name, classification, district seniority date, classification seniority date and Social Security number. Seniority in classification shall be as date of entry into the classification.

### 3. Probationary Employees

Newly hired employees shall be on a probationary status for forty (40) work days commencing the first (1<sup>st</sup>) workday of regular employment. If at any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during a time in which their job is not operative, shall work additional days equal to the number of days that the employee was absent, or equal to the number of days that the employee's job was not operative, and such employees shall not have completed their probationary periods until these additional days have been worked. During the probationary period, the probationary employee shall not have recourse to the Grievance Procedure for the purposes of discipline or discharge.

The probationary employee shall receive no fringe benefits during their probationary period, but shall receive any holiday pay and sick and personal days accrual the employee would have otherwise earned during that period retroactive to their seniority date, after the employee satisfactorily completes their probationary period, and is formally hired by the Board.

On completion of the probationary period and with formal Board hiring, the employee's seniority date shall be retroactive as determined above. Seniority shall be determined by the employee's continuous service with the Board, subject to the provisions stated in the Article.

## ARTICLE IX

### LAY-OFF AND RECALL

In the event that the Board determines that it is necessary to reduce the number of employees through the lay-off procedure, the Board shall furnish the affected employee or employees a minimum of two (2) weeks written notice prior to the date of the scheduled lay-off.

The Employer shall first determine the positions to be eliminated. The affected employees shall have the right to bump first within classification by seniority and then to a lower classification by seniority, provided the senior employee is qualified to perform the job of the lower classification. The employee no longer able to bump according to seniority and qualification shall then be laid off.

Recall from lay-off shall be made based on seniority in classification in which openings have occurred. During those periods of time when employees are on lay-off, the Board shall continue to use on-call employees under the following conditions:

1. If the vacant position to be filled is for a period of one (1) week or more, then the laid off employee shall be contacted and offered the position.
2. In the event the position to be filled is for a period of less than one (1) week, then the position shall be filled by rotation between the laid off employee and the employee who normally performs on-call services to the school district. The rotation shall be for the length of the vacancy, with each employee being offered the job assignment on the date the vacancy occurs, by rotating the job assignment among the employees on lay-off, and regular substitute employees.

An employee shall lose their seniority for the following reasons:

1. The employee resigns;
2. The employee is discharged for cause, and such discharge is not reversed through the Grievance Procedure;
3. The employee retires;
4. The employee is absent for three (3) consecutive working days without notifying the appropriate supervisor;
5. The employee fails to return from an authorized leave on the date specified;
6. The employee is laid off for two (2) years, or for a period in excess of the employee's accumulated seniority at the time of lay-off, whichever is greater.

## ARTICLE X

### VACANCIES AND NEWLY CREATED POSITIONS

#### 1. Permanent Vacancies/Openings

If a permanent opening or a new job occurs in the Bargaining Unit, and if the Board determines to fill such position, the position shall be posted for five (5) working days, during which period seniority employees may make a written application for such job to the department supervisor and personnel office. The bid notice will contain: the classification, the place of work, the starting date, and the rate of pay and hours to be worked. Employees failing to submit a written application within the posting period shall be considered to have waived their rights to apply for such vacancy.

Openings shall be filled on the basis of the applicant meeting ability and job experience requirements. When ability and job experience are equal, seniority shall prevail. Notice of the successful bidder will be given to the

employee who was awarded the opening. Should no written bids be received by the Board from the Bargaining Unit employees during the posting period, the Board may fill the opening by the hiring of a new employee.

2. Probationary Periods for Vacancies and Newly Created Positions

The successful bidder to a classification not previously held, in accordance with the procedures set forth above, shall undergo a trial period of forty (40) working days. If it is found that such employee does not meet the requirements or responsibilities of the position to which the employee was hired into, or bid for, during the trial period, then such employee shall be notified in writing, and restored to their former position. The Board, in such cases, shall have the right to require the employee to remain on the job until such time as the job is again posted and filled, but not in excess of thirty (30) calendar days.

If the employee's former position has been discontinued, the employee shall bump back to their former classification, or lower classification, in accordance with the seniority provisions of this Agreement. During the trial period, the successful bidder will receive the rate of pay for the job that the employee is performing.

After the twentieth (20<sup>th</sup>) working day, the district shall give the employee and the Union a written evaluation of the job performance to date. The employee may respond to said written job performance by submitting their written request to the school district's designated representative.

3. Temporary Vacancies (Thirty [30] Days or Less)

a. Any employee in the Bargaining Unit who desires to be placed on a separate seniority list for the purpose of working during the time that an employee in the Bargaining Unit is absent from the job for any time of less than thirty (30) calendar days, shall submit such written request to the Cafeteria Supervisor by no later than two (2) weeks after the start of the school calendar year. When those applications are received by the Cafeteria Supervisor, those names shall then be placed on a separate seniority list for that purpose.

b. The Middle School and Senior High School are to be treated as separate buildings for purposes of this Section.

4. Temporary Vacancies (Thirty [30] Days or More)

In the event of a temporary vacancy known by the Board to be of thirty (30) days or more, which is a result of an employee on extended sick leave, or a leave of absence due to health or maternity or other reasons, requiring

approval of the Board of Education, and if the Board determines to fill such job, it will be available for temporary bidding in accordance with the following procedures:

The job will be posted as a temporary bid for five (5) working days. Seniority employees in the Bargaining Unit may submit their written bid for such temporary vacancy, and must submit their bid within the five (5) working day posting. It is understood that for the interim period, including the five (5) working day posting period, and as a replacement for the successful applicant, the school district may assign the least senior qualified employee to fill the vacancy occurring.

The successful applicant will fill the temporary opening until such time as the employee originally assigned to the job returns from the authorized absence. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to return back to their regular work assignment. At the time of return, the successful applicant for the temporary opening will be replaced by the original employee on the job, and the successful applicant will return to the job that the employee was performing prior to the temporary transfer. In the event that the regular employee does not return to their position from their absence, then, as of the date that the determination is made that the employee will not be returning to that former position, the position will be considered vacant and will be filled as specified under the terms of this Article.

#### 5. Definition of Transfer

A transfer of assignment is defined as a lateral movement, within the Bargaining Unit classifications, from one location to another location.

The Board may temporarily assign employees for thirty (30) calendar days to locations within classifications within the school district as deemed necessary for the efficient and/or economical operation of the school district.

#### 6. Temporary Transfers/Wage Scale

Any employee temporarily transferred from one classification to another classification within the Bargaining Unit, shall be paid either the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.

Both parties can mutually agree to an extension of the thirty (30) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days time period, the position shall then be considered to be vacant, and shall be posted for bidding.

Other temporary openings occurring shall be filled by assignment of the last senior qualified employee, or by a temporary substitute.

7. Newly Created Positions

Whenever a new cafeteria position not cited in this Agreement is established by the Board, and it falls within the scope of the recognition clause, the Board shall designate the job classification and wage scale.

Should the Union disagree with the established rate of pay, the Union may request to negotiate a different wage scale.

The negotiated rate, if higher than the rate established by the Board, shall be applied retroactively to anyone working in the new position.

Whenever a job increases or decreases by fifteen (15) minutes or more, it shall be considered a new job with bidding rights for the entire Bargaining Unit according to seniority. This shall also apply whenever the starting time and/or the ending time of a job changes by one (1) hour or more. These new jobs will be scheduled for an arena bid two (2) times per year only, in October and February.

## ARTICLE XI

### JURISDICTION

Persons not covered by the terms of this Agreement are, in principle, not to perform the general work duties of the classifications stated, except for the purposes of instructional training, experimentation, or in cases of emergency. This is not to be construed to abrogate the rights of supervision to deal with menial daily occurrences.

## ARTICLE XII

### SAFETY PRACTICES

The Board will take all reasonable measures to comply with the provisions of the Michigan Occupational Safety & Health Act, State and local regulations.

## ARTICLE XIII

### GENERAL PROVISIONS

1. The Board agrees, within limits of available resources, to provide parking for employees and local telephone usage for emergency situations.
2. The employee agrees to give a two (2) week minimum notice in cases of resignations. Any employee who resigns from a position with the Board in the manner herein described maintains the right to any earned allowable benefits which are provided for in this Agreement.
3. When the Board mandates an employee to attend job related educational activities, classes, workshops, etc., the Board shall incur the necessary expenses of such mandates. Whenever possible, the Board shall schedule training during normal work hours (sanitation, etc.). The employee shall be paid her normal rate of pay to attend training classes, if pre-approved by supervisor.
4. The Board agrees to pay the cost of Board required medical examinations at facilities of the Board's choice.
5. Mileage reimbursements shall be paid to employees pursuant to the Board established rate, but not less than twenty cents (\$.20) per mile, when the Board mandates usage of personal transportation for carrying out job responsibilities. Reimbursement requests must be submitted monthly, with reimbursement in accordance with Board policy.
6. In the event of an emergency or a major problem, and when the supervisor is not available, the employee (always under the jurisdiction of the Building Principal) shall consult with a supervisor designee, or in an emergency, the Building Principal.
7. All employees are to be notified of assignments for the school year prior to the start of school.
8. Employees shall not be held responsible for first aid functions or dispensing medication. It is not acceptable to abandon an injured or seriously sick person. Employees shall seek the aid of an administrator in charge immediately.
9. The Board agrees to make available payroll Credit Union deductions, as well as other deductions agreed to in this Agreement.

10. The Board agrees to deduct the premiums for a Board approved tax sheltered annuity, solely paid for by the employee, and to remit such premiums to the designated insurance company.
11. The Board shall pay fifty (50%) percent of the cost for state-mandated fingerprinting for all employees, active as of January 1, 2006. (Current employees shall be reimbursed 50% if they already paid.) If the State of Michigan reimburses the district for the cost of employee's fingerprinting, the district will reimburse the portion paid by the employee. New employees will pay full cost of state-mandated fingerprinting as a condition of employment.

## ARTICLE XIV

### HOLIDAYS

The following days shall constitute paid holidays for permanent cafeteria employees of the Bargaining Unit. Pay shall be based on normally scheduled hours of the permanent assignment.

New Year's Eve Day	Thanksgiving Day
New Year's Day	Friday after Thanksgiving
Christmas Eve Day	Memorial Day
Christmas Day	Good Friday

- \* Labor Day shall be considered a paid holiday for eligible employees only if school commences prior to the holiday.

In the event that any of the designated holidays fall other than during the regular work week, the following rules shall apply:

1. Should the holiday fall on Saturday, Friday shall be considered the holiday.
2. Should the holiday fall on Sunday, Monday shall be considered the holiday.
3. Both #1 and #2 above are subject to the provision that no day when school is in session shall ever be considered a holiday. In the event either #1 or #2 would result in placing observance of the holiday on a day when school is in session, then the following would apply:

Employees shall receive either an extra day's pay or be given the equivalent amount of released time as determined by the administration. The administration shall consider the wishes of the employees in this matter, to the extent of polling the employees and discussing the matter with the Representatives of the Union, but the final decision will rest with the administration.



All regular employees will be paid for the above holidays provided they work on the scheduled work days previous to and following the holidays, unless vacation or sick leave is taken, or the absence is previously excused by the supervisor.

## ARTICLE XV

### LEAVES

#### 1. Paid Leaves (Short Term)

##### a. Jury Duty Leaves

All employees who are called to jury duty shall notify the Superintendent or his designee as soon as notice is received. The employee shall request the court to defer jury duty whenever possible to the summer months. The personnel office will confirm and support any such requests when necessary.

Employees who cannot obtain a deferment shall be released for jury duty. Such employees shall receive the difference between their regular daily wages and pay received for jury duty on those days when they are in session by court rule or local custom.

An employee required to appear in court either as principal or subpoenaed witness shall suffer no loss of pay or leave days.

##### b. Funeral Leaves

In the event of death in the immediate family of an employee, the employee shall be entitled to leave, without loss of pay, for a period not to exceed three (3) days for funerals held within three hundred (300) miles of the school district.

1. Should the funeral be held beyond a distance of three hundred (300) miles from the district, up to two (2) additional days may be requested without loss of pay.

2. The immediate family is defined as:

Mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, or dependent living in the household of the employee.

In the event of the death of an employee of the Board in this Bargaining Unit, funeral leave shall be restricted to a representative number of employees within the Bargaining Unit to attend the funeral, with that number to be mutually agreed upon between the Director of Personnel and the Chief Steward.

c. Primary Sick Time

Primary sick time will remain in effect. It will be the sick time accumulated prior to September 1, 1989.

Each day allotted shall be based on hours scheduled for the employee at the time they are allotted. If the employee changes positions resulting in more or less hours, sick day hours shall be prorated accordingly. In regards to temporary assignments, employees shall be allowed to utilize their sick bank, in accordance with the hours of assignment, if it exceeds five (5) working days. Existing banks at the commencement of the Agreement shall be converted to hours in accordance with the process mentioned above.

There are four current members: Joan Hamilton, Sharon Masserant, Rosemary Mulvin and Chris Pehote with Primary Sick Time. If these hours as not used as sick time and are asked to be paid off as unused sick time, they will be paid off at the 2006-2007 hourly rates. (Head Cook/Kitchen Manager \$13.15, Helper/Cashier \$12.48)

d. Secondary Sick Bank

Secondary sick bank will be hours earned after September 1, 1989: Fifty percent (50%) of sick days and personal purpose days shall be granted on the first day of the first semester and fifty percent (50%) on the first day of the second semester for the coming year (no longer to be accrued by the month).

1. Seven (7) Special Purpose Days;
2. Six (6) Sick Days;
3. In the event students attend one-half days and the cafeteria for that school does not serve lunch, at the discretion of the employer, cafeteria employees may be offered other work (i.e., cleaning or inventory). In the event that the employer does not offer other work, the employee may utilize special purpose days or sick days.

4. These days which are unused during the school year shall be reimbursed on the last payroll in June. The reimbursement will be paid at 100% of scheduled hours.
5. Both sick days and special purpose days will be prorated for time worked if employee does not complete entire school year.

## 2. Personal Leaves of Absence

Personal leaves of absence without seniority accumulation and medical leaves with seniority accumulation, but without pay and benefits, for up to one (1) year, may be granted by the Board of Education, or its designee, to employees who have completed one (1) year of service to the Gibraltar School District and request same in writing. Any member of the Bargaining Unit taking a personal or medical leave of absence may return from the leave of absence to the position held prior to the leave or if the position is eliminated or changed to a job to which he/she can bump in accordance with his/her seniority.

All employees returning to employment from such leaves shall receive all pay raises and benefits applicable during the period of absence, but this provision shall not be interpreted to infer any payment of wages or fringes during said leave.

3. Leaves eligible under the Family Medical Leave Act will run concurrently with use of eligible special purpose and/or sick days. When leave is due to a reason other than personal illness, special purpose days must be used concurrently but not sick days.
4. Union Business – The union shall be provided two (2) days release time for use to attend steward training class each year without loss of pay.

## ARTICLE XVI

### NO STRIKE OR LOCKOUT CLAUSE

The parties recognize that strikes (as defined by Public Act 336 of 1947, as amended, of the Michigan Public Employees Relations Act) are contrary to law and public policy. The Board and the employees subscribe to the principle that differences should be resolved by good faith bargaining, in keeping with the highest standards of municipal government, without interruption of essential government services. Accordingly, the Union agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage or support any such strike or any interference with the operation of the school district.

No lockout of employees shall be instituted by the Board during the term of this Agreement.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

#### 1. Hours/Work Week – Miscellaneous Other Economic Provisions

##### a. Work Week/Day/Year

The work week is defined as commencing at 12:01 a.m. on Monday and ending one hundred twenty (120) hours thereafter. The work year is defined as those days the cafeteria is operational to serve students.

##### b. The Normal Work Day

The normal work day generally shall be constructed in consecutive hours, excluding the lunch period. If the Board finds it necessary to establish split shifts, the assignment to such shall be voluntary through the bid procedure. In the absence of any bidders, the Board shall have the right to assign existing employees to a portion of a shift that is consecutive and hire additional personnel to fill the balance.

##### c. Overtime

1. All work time over eight (8) hours per day = rate of pay – time and one-half (1-1/2);
2. All work time over forty (40) hours per week = rate of pay – time and one-half (1-1/2);
3. All work time on Sundays or holidays = rate of pay – double time (2X);
4. All work time on Saturday = rate of pay – time and one-half (1-1/2);
5. Employees will not be required to bypass work on a normal work day in favor of working a Saturday or Sunday to eliminate the time and one-half (1-1/2) pay scale, unless that employee is on a regular assignment which includes regular Saturday or Sunday work as part of the work week schedule;
6. For purposes of computing overtime pay, all hours worked shall be counted in a given day or week. This provision shall not

apply to work performed under Article II, Section 3, "Extracurricular Catering."

7. A Bargaining Unit member shall be present whenever any group uses kitchen facilities (excluding concession stand areas) for the cooking of food. This does not include service of prepackaged food. A separate overtime/seniority list shall be used for after school and weekend kitchen activities.

d. Distribution of Overtime/Extra Work Hours

Regular overtime/extra hours, as part of a substitute position when the increase will be thirty (30) minutes or longer for kitchen helper, shall be rotated according to seniority and qualifications, district wide. Management will contact the next person on the separate seniority list for the original absence only. All subsequent absences will be filled by a non-union substitute employee. There will be two separate seniority lists—one for head cook/kitchen manager and one for helper/cashier.

This new language will supersede the language in the Letter of Understanding from February, 2006 (document attached at end of contract). All other provisions shall remain in full force and effect for the duration of the agreement.

e. Relief Periods

Employees covered by this Agreement shall receive a daily relief period to be scheduled in a manner which does not detract from the efficient operation of the daily program. Such relief periods are to be scheduled in accordance to hours worked daily:

Eight (8) hours or more – two (2) fifteen (15) minute relief periods.

Over four (4) to eight (8) hours = one (1) fifteen (15) minute relief period.

f. Call-In Pay

Whenever an employee is called back to work from home after completion of, or prior to the start of, a regularly scheduled working day, the employee shall receive pay for the actual hours worked, or a minimum of one-half (1/2) their normally scheduled daily hours at the straight time hourly rate, whichever is greater.

g. Reporting Pay

Any employee permitted to come to work at the normal reporting time without being notified by the Cafeteria Supervisor that there will be no work, shall receive one-half (1/2) their normally scheduled daily hours.

h. Act of God Days

Cafeteria employees will be paid normal pay for Act of God days.

An Act of God day is defined as a school day that counts for State Aid on which school is cancelled by the Superintendent of Schools, or his designee, due to weather or any other circumstance beyond the control of the Board of Education. This shall be limited to five (5) paid days per year.

i. Uniform Allowance

Regular employees covered by this Agreement shall receive a uniform allowance of \$220 per year for the duration of this contract. The full amount shall be paid regardless of month hired (for new hires).

1. There will be receipts required within sixty (60) days of payment;
2. There will be agreement as to the style and color of uniforms.

The Board shall pay employees for such allowance in the first (1<sup>st</sup>) pay period after the commencement of school or, in regard to new employees, following completion of the probationary period. Such allowance shall be shown as a separate check.

j. Medical Requirement

All employees shall be obligated to conform to Board requirements on matters relating to medical examinations, TB testing, at the Board's expense. The Board shall designate the doctor/agency of its choice for examinations to be taken.

k. Optional Group Hospitalization Coverage

Employees may participate in the same group health coverage as provided to members of the Secretarial Bargaining Unit, at their own expense, by making arrangements for scheduled pre-payment of premiums via payroll deductions.

I. Cancelled Days

Employees in this Bargaining Unit shall be made whole for pay lost due to the cancellation of the hot lunch program on days not so scheduled in the school calendar beyond one (1) such occurrence. These days shall not include Act of God days or shutdowns caused by labor strife such as strikes. The parties agree that employees who refuse assignments on such days at a different location are not entitled to this compensation.

**ARTICLE XVIII**

**WAIVER AND SCOPE OF AGREEMENT**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or covenants contained herein shall be made by any employee or groups of employees with the Board unless executed in writing between the parties hereto.

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

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

**ARTICLE XIX**

**TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until August 31, 2010. If either party desires to terminate or amend this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination or amendment. If neither party gives notice or both withdraw same prior to the termination date of this Agreement, it shall automatically renew itself year to year.

Notice of termination or modification shall be sufficient if sent by certified mail to the recognized mailing address of the other party. If such notice is sent to the Union:

International Union of Operating Engineers  
Local 547 – A, B, C, E, G, H - AFL-CIO

24270 West Seven Mile Road  
Detroit, Michigan 48219

And, if to the Board, addressed to:

Gibraltar School District  
19370 Vreeland Road  
Woodhaven, Michigan 48183

Or, to any other address the parties may make available to each other.

The effective date of this Agreement is September 1, 2007.

*This contract was ratified by the union on August 29, 2007 and the Board of Education on September 12, 2007.*

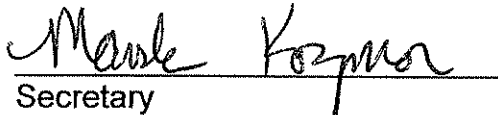
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

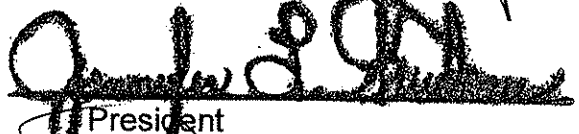
GIBRALTAR BOARD OF EDUCATION

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 547, AFL-CIO

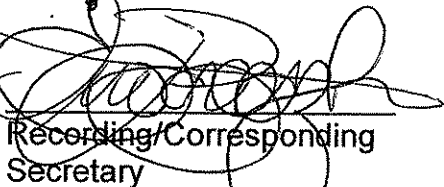
  
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President

  
\_\_\_\_\_  
Business Manager

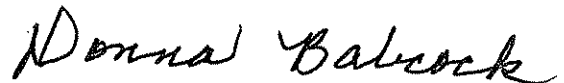
  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

11/14/07  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Recording/Corresponding  
Secretary

11/6/07  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Union Steward



## APPENDIX A

### 1. Wage Schedule

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
<u>Probationary</u>			
Head Cook/ Kitchen Manager	\$12.38	\$12.58	\$12.78
Helper/Cashier	\$12.06	\$12.26	\$12.46
<u>Permanent</u>			
Head Cook/ Kitchen Manager	\$13.35	\$13.55	\$13.75
Helper/Cashier	\$12.68	\$12.88	\$13.08

### 2. Life Insurance

Within the provisions of the insurance carrier, the Board will supply to employees who apply, the following coverage:

Life AD&D	September 1, 2007	\$40,000
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### 3. Vision Insurance

Within the provisions of the insurance carrier, the Board will supply to all regular employees covered by this Agreement the vision care plan equal to Trustmark Vision Plan B listed below:

#### Vision Care

Eye Exam	
By a Licensed Ophthalmologist	\$45
By a Licensed Optometrist	\$35

Lenses Per Pair	<u>Clear</u>	<u>Tinted/Coated</u>	<u>Polaroid</u>
Single Vision	\$38	\$42	\$ 56
Bifocal	\$60	\$70	\$ 90
Trifocal	\$72	\$84	\$110
Lenticular	\$84	\$98	\$128

Contacts (after cataract surgery  
Or if vision cannot be corrected  
To 20/70 without such lenses) \$200 per pair, including the  
examination

Contacts (not required as a result  
Of cataract surgery, or if vision  
Can be corrected to 20/70  
Without such lenses) \$115 per pair, including the  
examination

Frames per pair \$40

4. Longevity

5 years by December 1 \$50

10 years by December 1 \$100

15 years by December 1 \$150

20 years by December 1 \$200

25 + years by December 1 \$250

Longevity will be paid to all members eligible during year of contract  
agreement settlement (2007-2008).

The following years, it would be paid only to those members who reach the  
5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, or 25+ year of work in the bargaining unit. The lump sum  
payment will be paid on the first pay in December.

**Appendix B**

**GIBRALTAR SCHOOL DISTRICT  
SAMPLE BID FORM**

TO: All Cafeteria Bargaining Unit Employees  
FROM: Director of Personnel  
DATE: Date Written  
RE: Cafeteria Position Posting

I. Preface:

Bids will be accepted for five (5) working days, commencing (month, day, year) to 4:00 p.m. on (month, day, year) as defined in the Master Cafeteria Workers Contract. Bids should be submitted to the Director of Personnel, typewritten and signed, with a copy to the Cafeteria Supervisor.

II. Type of Work, Classification and Job Location

---

---

III. Qualifications For This Position

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

IV. Other Pertinent Data

(Starting Time, Hours, Special Conditions, if any)

cc: Superintendent  
Business Manager  
Cafeteria Supervisor  
Union Steward (2 copies)  
Building Posting  
Personnel File



Letter of Understanding  
between  
Gibraltar School District  
and the  
International Union of Operating Engineers  
Local 547 – A, B, C, E, G, H, P – AFL-CIO

It is agreed between the parties that Article XVII (d) be modified to read "Regular overtime/extra hours, as part of a substitute position, shall be rotated according to seniority and qualifications."

This shall be interpreted to mean that if an employee places herself on the separate seniority list referred to in Article X (3-a), she will be called in a rotating order to fill positions that have not been filled by someone within the building.

Routinely, almost every employee works extra hours within their own position (due to inventory, computer problems, participation increase, etc). Extra hours as a part of an employee's job will not be rotated.

Article XVII (d) goes on to say "within a building..." meaning if the six (6) hour position at the elementary is off, the three-and-one-half (3 ½) hour position will always have the first opportunity to fill in (as has always been done). The two three-and-one-half (3 ½) hour employees at Carlson will now rotate and have the first opportunity to fill in at Carlson if a six (6) hour position is open. The Shumate/Carlson position is considered a Carlson position. Absences at Shumate will be filled with all employees on a rotating basis from the separate overtime seniority list.

Head Cook and Kitchen Manager positions are filled from within the building on a rotating basis from the separate overtime seniority list as well.

All other portions of the Agreement will remain in full force and effect.

GIBRALTAR SCHOOL DISTRICT

*Elton Lewis Jr.*  
President

*Tim Deem*  
Secretary

3-14-06  
Date

DF:mjc/opeiu#42aflcio  
February 17, 2006

I.U.O.E. LOCAL 547

*Dyl Zyl*  
Business Representative

*Juan M. Agony*  
Chief Steward

*Donna Balcock*  
Alternate Steward

2/15/06  
Date

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