

# **AGREEMENT**

*between*

**PITTSFORD AREA SCHOOLS**

*and the*

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO**

**CAFETERIA BARGAINING UNIT**

**JULY 1, 2009 - JUNE 30, 2012**

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**PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Pittsford Area Schools 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 1**

**UNION RECOGNITION**

A. The Pittsford Area Schools hereby recognize the Union as the sole and exclusive bargaining agent of the permanent employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.

B. The term "employee" as used herein shall include the Cooks and Cafeteria Aides.

**ARTICLE 2**

**BOARD RIGHTS**

A. The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities covered upon it by the laws of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof that are in conformance with the laws of the State of Michigan and the United States.

C. Any decisions of the Employer which are contrary to or in violation of this Agreement shall be subject to the Grievance Procedure.

### **ARTICLE 3**

#### **UNION SECURITY**

A. As a condition of employment, employees shall commence payment of either membership dues or service fees to the Union, on or before the thirty-first (31<sup>st</sup>) day of employment.

B. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

C. Either party to the Agreement shall have the right to re-open negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

D. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

E. The Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this Article, the Union shall co-defend and identify and hold harmless the Employer, its agents or employees for any monetary award arising out of such litigation.

F. If any or all of Article 3 is found to be in conflict with the law, the entire Article becomes null and void until future negotiations address any legal questions.

G. Enforcement of Article 3, by the Union, shall be through small claims court.

## **ARTICLE 4**

### **CHECK-OFF**

A. The Employer shall deduct from the wages of employees covered by this Agreement and remit to the Union, on or before the fifteenth (15th) day of each month, dues uniformly required as a condition of membership in the Union, or fees equivalent to the dues paid by members, only in such cases as the employee files with the Employer proper written authorization to do so.

B. It is agreed that there will be no liability to the Employer from mistakes incurred in the check-off, and no liability shall arise from any use of the monies by the Union.

## **ARTICLE 5**

### **NEW JOBS**

A. The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of the job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Employer shall establish the job description.

B. The Employer will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

## **ARTICLE 6**

### **JURISDICTION**

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency. This Article is not meant to interfere with the long standing practice of the use of a working supervisor or student aides. Student aide is defined as a person who regularly attends Pittsford Area Schools.

## ARTICLE 7

### DISCIPLINE/DISCHARGE

A. When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline, provided however, the time line may be extended by the parties where the investigation is incomplete.

B. Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union Steward shall be furnished a copy of all such notices.

C. Employees shall be subject to immediate dismissal for being under the influence of or in possession of alcohol or controlled substances, dishonesty, insubordination, willful violation of agreed upon Employer's rules, or conduct unbecoming to an employee in public service.

## ARTICLE 8

### NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person because of race, creed, color, religion, national origin, sex, or age.

## ARTICLE 9

### GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of the terms and conditions of this Agreement.

B. An employee having a grievance shall present it orally to his supervisor.

C. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the supervisor to call the Steward.

D. **Step One**

1. The Steward shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired.

2. The aggrieved employee and his supervisor shall sign the grievance.
3. The grievance shall be submitted to the Superintendent within five (5) working days from the date of Step One, (B), above.

***Step Two***

1. The Steward shall meet with the Superintendent to discuss the grievance within five (5) days of its written submission to the Superintendent.
2. The Superintendent shall give his decision, in writing, relative to the grievance within ten (10) working days of his meeting with the Steward.
3. If the decision of the Superintendent is not appealed within five (5) working days, his decision shall be considered settlement of the grievance.

***Step Three***

When any appeal of a decision rendered by the Superintendent is made, the Superintendent, within five (5) working days of this appeal, shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent was not satisfactory.

***Step Four***

1. If the Union is not satisfied with the disposition of the grievance by the Superintendent, then within thirty (30) calendar days from the date of receipt of the answer given by the Superintendent, the grievance may be submitted to arbitration. If the parties cannot agree as to the selection of an arbitrator within five (5) days of notification that arbitration will be pursued, he shall then be selected from a list provided by the Federal Mediation and Conciliation Service.
2. The Arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing.
3. Each party shall be responsible for the expense of any witness that they may call.
4. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto. The arbitrator shall have no powers to interpret state or federal law.



5. The fees and expenses of the arbitrator shall be paid by the non-prevailing party. In the event that the arbitrator does not make an award which clearly grants either party the decision on the arbitration award, the fees and expenses of the arbitrator then shall be borne by the party who moved the grievance to arbitration.

6. The arbitrator shall render his decision within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

7. The decision of the arbitrator shall be final and binding upon all employees, the Employer and the Union, subject to the applicable standards for judicial review.

## **ARTICLE 10**

### **SENIORITY**

A. Employees shall be regarded as probationary employees for the first ninety (90) days of active employment. Laid off, disciplined, or discharged probationary employees shall not have recourse to the grievance procedure or recall provisions of this Agreement.

B. Probationary employees completing their probationary period, and employees transferring into the bargaining unit shall acquire seniority from the date of hire.

C. Employees shall be laid off, recalled or demoted according to their seniority within their classification (see Article 22). An employee scheduled for lay-off within a classification shall have the right to displace a lesser seniority employee who is in another classification previously to which the employee was previously assigned.

D. An employee will lose his seniority for the following reasons:

1. He resigns;

2. He is discharged for cause;

3. He is absent for one (1) day without notifying the Employer and/or without good and sufficient reason.

E. Any employee in the bargaining unit elected or appointed to full-time office in the Union, whose duties require his absence from his work, shall be granted a leave of absence without pay and benefits for the term of such office. Seniority shall accumulate during his term of office. At the end of such term, the employee shall be entitled to resume his regular seniority status and all job and recall rights.

F. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.

G. During his term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

The Union agrees to save the Employer, including each individual Board member and administrator, harmless against any and all claims (i.e. back pay, court costs, administrative agency costs, etc.) that may arise out of or by reason of action taken for purpose of complying with the terms of this section.

H. Seniority shall be calculated on a pro-rata basis for part-time employees.

## **ARTICLE 11**

### **TRANSFERS AND PROMOTIONAL PROCEDURE**

A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) days, and the employee shall be given five (5) days time in which to make application to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. The postings of newly created positions and vacancies will include a description of the type of work, the place of work, the starting date, the rate of pay, the hours to be worked, the classification, and qualifications.

B. Any employee temporarily transferred shall be paid either the rate of the position from which he is transferred, or the rate of the position to which he is transferred, whichever is higher.

C. Temporary transfers shall be for a period of no longer than thirty (30) days. Extensions may be given by mutual agreement.

D. Any position that requires more than thirty (30) days of temporary transfer (except extensions by agreement) shall be considered an open position and be posted.

## ARTICLE 12

### HOURS AND WORK WEEK

A. The regularly scheduled work week shall consist of thirty-two and one-half (32.5) hours beginning at 12:01 a.m. Monday, and ending one hundred twenty (120) hours thereafter.

B. The normal workday shall be six and one-half (6.5) consecutive hours, which shall include a paid lunch period.

C. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, all time worked in excess of forty (40) hours in one (1) work week for which overtime has not already been earned.

D. Two times (2X) the base rate will be paid for all hours worked on a Sunday and designated holidays.

E. The minimum two (2) hours of pay will be allowed for employees reporting for work, unless the employee has been notified prior to the regular starting time of his shift.

F. When there is an activity in the cafeteria scheduled outside of the regular working hours, there shall be a cafeteria employee assigned to the activity, and the employee shall work the necessary hours to cover such activity only if the kitchen is used to prepare or service food from the serving line.

G. 1. When an employee in a classification with more hours is absent, or an employee in a higher paying classification is absent for the entire day, employees in the classification will be given the opportunity to substitute the entire schedule in order to acquire more hours. In the event no employee in the classification elects to accept the entire assignment, the work will be offered to employees in the next lower paying classification. The assignment of work under this section will be based upon seniority. Employees working in a higher paying classification will be paid at the rate of the higher paying classification.

2. When an employee in a classification with more hours is absent, or an employee in a higher paying classification is absent for a portion of a day, the procedures set forth in G(1) will be followed. The employees will only receive the higher pay for the hours worked in the higher paying classification.

H. All full-time employees shall be guaranteed a minimum of the number of student days plus two (2).

## **ARTICLE 13**

### **DISTRIBUTION OF OVERTIME**

Overtime shall be divided and rotated as equally as possible, according to seniority within the affected classification.

## **ARTICLE 14**

### **HOLIDAYS**

Employees required to work on any of the following holidays shall receive two times (2X) the base rate of pay for all hours worked: New Year's Eve, New Year's Day, Memorial Day, July Fourth, Friday before Labor Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve, Christmas Day, and Good Friday (unless school is in session).

Except as set forth herein, employees must work the last scheduled workday before and after the holiday in order to qualify for overtime pay. Employees who are absent on paid leave time on the day preceding or following the holiday, may be asked for verification for the day of absence before payment is made. Employees absent on an unpaid basis will not be eligible for holiday pay.

## **ARTICLE 15**

### **PAID LEAVE TIME**

A. Each employee covered by this Agreement will be entitled to sick leave accumulated at the rate of thirteen (13) days per year with one hundred (100) days limit.

B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatment.

Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to contagious disease, the presence of the employee at his employment position would jeopardize the health of others. Up to four (4) days per year will be allowed for the care of others. If additional days are required for the care of others, it shall be only with the approval of the Superintendent or designee.

In the event an employee is absent due to a compensable injury under the Worker's Compensation Act, the employee's accumulated sick leave will be deducted on a pro-rata basis to maintain the employee's regular daily wages. When the employee's sick leave accumulation is exhausted, the employee will only be eligible for the payments afforded by law.

C. All employees covered by this Agreement shall be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, grandchildren, brother-in-law or sister-in-law. Additional time off will be granted for necessary time to travel to distant States for funeral services.

D. A maximum of four (4) personal leave days will be allowed per year. In all cases of personal leave, the request for approval must be for a sound, pressing and unavoidable reason. Personal leave days, if unused, may be either redeemed for thirty dollars (\$30.00) per unused day, payable at the June Board Meeting, or alternatively, at the option of the employee, will be added to the employee's sick leave accumulation, if the employee's accumulation is below the accumulation maximum number set forth in section A above. This amount will be pro-rated for employees that work less than six (6) hours per day.

E. Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days. The Employer reserves the right to ask judicial authority to excuse the employee in case of hardship.

F. Probationary employees will not be eligible for benefits under Article 15.

## **ARTICLE 16**

### **FAMILY AND MEDICAL LEAVE ACT**

A. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) and Board policy, for a total period of up to twelve (12) weeks per year.

A rolling twelve (12) month period will be utilized in all cases by the Employer in assessing the amount of time an eligible employee has available for qualified leaves under the Act.

The Employer may require an employee to utilize available paid leave time (e.g., sick leave, etc.), and such time will be utilized in computing available time off under the Act.

In general, intermittent and reduced schedules will not be approved absent mutual agreement between the employee and the Employer. Proper consideration when medically necessary will be given as required by law in such instances, and alternate assignment(s) may be instituted by the Employer.

In the event an employee and his/her spouse are employed by the district, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the Act.

Insurance benefit payments will continue for an employee absent on a qualified leave under this section.

Employees returning from such leaves will be returned to the same or an equivalent position.

In the event this Article or other portions of this Agreement extend greater benefits to an eligible employee in relationship to qualified leaves, the provisions of the Agreement shall prevail.

B. The following general provisions will apply to all leaves of absence under this Article:

1. Except as set forth in section A above, the leaves of absence under this Article shall be without pay and benefits.
2. Seniority shall accrue while on leave under this Article.
3. The position of an employee absent on an unpaid leave of absence may be filled with a substitute.
4. Employees may be required to provide periodic status reports while on leave under this Article, and will be required to provide medical verification or other certification in support of an initial request for leave.
5. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation, and the Board may require the employee to repay insurance premiums paid on behalf of the employee during the leave.

6. All requests for leaves are to be directed to the Superintendent's Office. Where leaves of absence are foreseeable, employees are required to provide at least thirty (30) calendar days notice. Where not foreseeable, employees are required to provide notice as soon as practicable.

## **ARTICLE 17**

### **HANDICAPPED EMPLOYEES**

Notwithstanding any of the provisions of this Agreement, the Employer reserves the right to take any steps that may be necessary to comply with the Americans with Disabilities Act (ADA), or other similar federal or state legislation, including the steps needed in order to reasonably accommodate an employee's disability, to the extent required by law.

Action will not be initiated by the Employer under this provision without notifying the Union, and permitting the Union to be present during any discussions on accommodation with the employee that impact on the terms of this Agreement.

In that the Employer and Union are subject to the ADA and other similar statutes, any adjustments necessary in the contract to accommodate a bonafide handicap will be submitted to writing and executed by the parties without undue delay. In the event any provision of this Agreement or application of the Agreement conflicts with the ADA or similar state or federal legislation, the legislative requirements shall prevail. In the event of a claim by the Union alleging that this provision violates the master contract, shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar federal and state legislation.

## **ARTICLE 18**

### **HOSPITALIZATION INSURANCE**

A. 1. The Employer will provide premium payments for single subscriber MEBS Star L.A. High (active) PPO, or equivalent coverage, with a ten dollar (\$10.00)/twenty dollar (\$20.00) drug card, for cafeteria employees scheduled to work six (6) or more hours per day.

Except as set forth in section C below, employees working less than six (6) hours per day, the single subscriber rate will be pro-rated.

2. Eligible employees not electing health insurance as described above will receive three hundred dollars (\$300.00) per year in cash, which can be retained or alternatively utilized to purchase tax-sheltered annuities and/or additional insurance options. Effective July 1, 2006, the benefit shall be increased to four hundred dollars (\$400.00). Effective July 1, 2007, the benefit shall be increased to five hundred dollars (\$500.00). Effective July 1, 2008, the benefit shall be increased to six hundred dollars (\$600.00).

Except as set forth in section C below, employees scheduled to work less than six (6) hours per day will receive a pro-rated portion of the above amounts per year.

B. Employees who do not enroll in health insurance under Section A(1) above, will be provided with premium payment toward the purchase of ten thousand dollars (\$10,000.00) in group term life insurance.

C. Probationary employees and employees hired after June 30, 1994, who are scheduled to work less than twenty (20) hours per week, will not be eligible for benefits under either Article 16 or Article 18.

D. Employees able to receive equivalent coverage through their spouse must take the spouse's plan.

## **ARTICLE 19**

### **PART-TIME EMPLOYEES**

Except as may be provided elsewhere in this Agreement, all employees who work less than thirty (30) hours per week shall be considered part-time employees, and shall receive a pro-rata portion of all benefits provided by this Agreement.

## **ARTICLE 20**

### **MISCELLANEOUS PROVISIONS**

A. After presentation of proper credentials, officers or accredited representatives of the Union shall (upon request by the Union) be admitted 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.

B. Each employee will receive an allowance of two hundred dollars (\$200.00) per year for the purchase of uniforms and work shoes on a pro-rata basis, payable on their January 10<sup>th</sup> payroll check.



**ARTICLE 21**

**SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

A. 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.

B. 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.

C. If any 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 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 action.

**ARTICLE 22**

**WAGES**

	<b>2006-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
Cooks	\$11.91	To Be	To Be
Aides	\$7.47	Reopened	Reopened

**ARTICLE 23**

**TERMINATION, CHANGE OR AMENDMENT**

A. This Agreement shall become effective July 1, 2009, and shall remain in full force and effect until June 30, 2012.

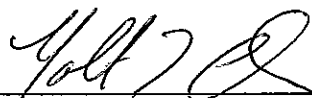
B. If either party desires to negotiate a successor Agreement it shall, ninety (90) days prior to the expiration date, give written notice. If neither party gives notice, or withdraws the same prior to the expiration date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to ninety (90) days written notice by either party the next year.

C. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged practice between the parties. Any amendment(s) or supplemental agreement(s) hereto shall not be binding upon either party, unless executed in writing by the parties hereto.

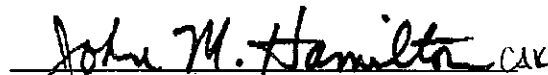
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 1<sup>st</sup> day of July, 2009.

**PITTSFORD AREA SCHOOLS**

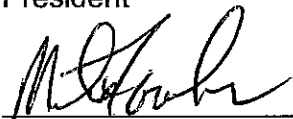
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 324, AFL-CIO**



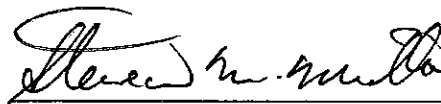
Robert Clarke  
President



John M. Hamilton  
Business Manager



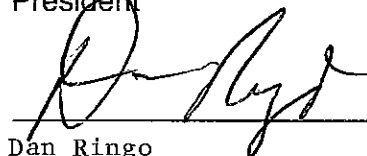
Mike Fowler  
Vice President



Steven M. Minella  
President



Denese Belson  
Secretary



Dan Ringo  
Recording-Corresponding Secretary