

**PROFESSIONAL AGREEMENT  
BETWEEN THE  
MADISON BOARD OF EDUCATION  
AND THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547  
(MADISON COOKS)**

**20011-2013**

## **AGREEMENT**

between

THE MADISON SCHOOL DISTRICT, hereinafter referred to as the "Employer",

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, 547A, 547B, AND 547C 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**

- A. The Employer hereby recognizes that the Union shall be the exclusive representative of all the public employees in such unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.
- B. The term "employee" as used herein shall include all first cooks and cooks, who are employees of the Employer.

### **ARTICLE III AGENCY SHOP**

- A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within ninety (90) calendar days of the effective date of this Agreement, or within ninety (90) calendar days of their hire by the Employer, whichever is later, become members, or in the alternative, shall as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.
- B. Any employee who shall tender or authorize the deduction of membership dues or service fee uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60)

calendar days in arrears of payment of such dues or fees.

C. Employees who fail to comply with the conditions of this article shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice of such default is delivered to the Employer by the Union.

D. If any provision of this article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.

E. 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.

F. The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and social security number of the new employee.

G. In the event that the Union refuses to accept any person so hired as a member, said person may continue employment by paying the regular monthly service fee.

#### **ARTICLE IV** **CHECK-OFF**

A. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues or Service Fee hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct initiation fees, Union Membership Dues or Service Fees from the pay of such employees for whom it has on file an "Authorization for Check-Off of Dues or Service Fees" form.

B. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues or Service Fees together with the provisions of this Agreement. The Employer shall have no responsibility for collection of any other assessments or deductions in accordance with this provision.

C. A properly executed copy of such Authorization for Check-Off of Dues or Service Fees form for each Union employee for whom membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues or Service Fees forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues or Service Fees form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

D. Check-Off deductions under all properly executed Authorization for Check-Off of Dues or

Service Fees forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

E. The Union will provide to the Employer any additional signed Authorization for Check-Off of Dues or Service Fees forms under which Union Membership dues are to be deducted.

F. Refunds - In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

G. Deductions for a calendar month shall be remitted to the Financial Officer of the Local Union as soon as possible after the fifteenth (15th) day of the following month. The Employer shall furnish the designated Financial Officer of the Local Union monthly with a list of those for whom the Union Local Union monthly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues or Service Fees forms but for whom no deductions have been made.

H. Any Authorization for Check-Off deduction which has been duly executed and delivered to the Employer shall be irrevocable for the duration of this Agreement and may be revoked as of the expiration of this Agreement.

I. Any dispute between the Union and the employees which may arise as to whether or not an Employer properly executed or properly revoked an Authorization for Check-Off of Dues or Service Fees form shall be reviewed with the employee by a representative of the Employer. Until the matter is disposed of, no further deductions shall be made. The Employer assumes no liability for the authenticity, execution, or revocation of the authorization form.

J. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

**ARTICLE V**  
**NON-DISCRIMINATION**

The Employer and the Union both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any persons because of race, creed, color, religion, national origin, sex or age.

**ARTICLE VI**

## **MANAGEMENT RIGHTS**

The Employer, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees:
  
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE VII JURISDICTION**

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement, except for the purposes of instructional training, experimentation or in the cases of emergency.

## **ARTICLE VIII CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members nor shall it result in the reduction of the present work force as outlined in Schedule A nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

## **ARTICLE IX SAFETY PRACTICES**

The Employer will take reasonable measures in order to prevent and/or eliminate any hazards which the employee's may encounter at their places of work, in accordance with the provisions of the Occupational Safety and Health Act, and State and Local regulations.

## **ARTICLE X**

## SENIORITY

- A. A newly hired employee shall be on a probationary status for ninety (90) work days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) work day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the Union. Probationary employees who are absent on scheduled work days during their probationary period, shall serve additional days equal to the number of days that their job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.
- B. Upon satisfactory completion of the probationary period the employee's seniority date shall be retroactive to date of hire.
- C. Employees shall be laid off and recalled according to their seniority. An employee on scheduled lay-off shall have the right to displace a less senior employee in any classification, except Head Cook, provided the senior employee is qualified to hold the position held by the less senior employee.
- D. The least senior employee normally scheduled to work at that time shall be the employee whose hours are reduced when such a reduction is necessary. When additional work is required, the most senior employee available shall be granted the work (up to 8 hours per day).
- E. An employee will lose his 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 is absent for one (1) consecutive working day without notifying the Employer and/or without good and sufficient reason.
  4. The employee falsifies his/her job application.
  5. The employee retires.
- F. Seniority shall continue to accumulate within the bargaining unit for an employee who transfers to a supervisory position, with that employee having the right to exercise his/her seniority and return to the bargaining unit in the event that the employee vacates his/her supervisory position.
- G. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain each employee's name, date of hire, employee's location, and classification.

**ARTICLE XI**  
**TRANSFER AND PROMOTIONAL PROCEDURE**

A. Notice of all vacancies and newly created positions covered by this Agreement shall be posted on employee bulletin boards within one (1) pay period from date of vacancy, and the employees shall be given three (3) working days time in which to make application to fill the vacancy or new positions. The senior employee making application shall be transferred to fill the vacancy or new position provided the employee has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the starting date, the rate of pay, the hours to be worked, the classification, and the length of probation to be served.

B. Newly promoted employees shall serve a probationary period of thirty (30) work days in the employee's new position. An employee promoted prior to the completion of the initial ninety (90) work day probationary period (Article X. A.) shall complete that initial probationary period and serve a total of thirty (30) work days on probation in the position to which the employee was promoted. The employee may voluntarily return to his/her former position at any time during the thirty (30) work day probationary period. Prior to the end of the probation, the Employer shall determine whether to retain the employee in the new position or to return the employee to the former position. Probationary employees who are absent during their probationary period shall serve additional days equal to the number of days absent to complete the probationary period.

C. Any employee covered by this Agreement who is temporarily transferred from his/her classification to another classification covered by this Agreement, shall be paid either the rate of the position from which the employee was transferred, or the new classification, whichever is higher.

D. Temporary transfers shall be for a period of no longer than ninety (90) calendar days, except in the event that both parties mutually agree to extend the temporary transfer beyond the ninety (90) calendar days. In the event that it is not mutually agreeable to extend the temporary transfer beyond the ninety (90) calendar days, the position shall then be considered to be vacant, and shall then be posted for bidding from interested employees.

**ARTICLE XII**  
**NEW JOBS**

A. The employer shall notify the Union in writing, when new or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as such temporary job which has been placed into effect upon the institution of such job.

B. The new classification and pay rate shall be considered as temporary for a period of thirty

(30) calendar days following the date of written notification to the Union. During this thirty (30) day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

### **ARTICLE XIII** **DISCIPLINE DISCHARGE**

A. Dismissal, suspension, and/or any disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union. When the Employer feels disciplinary action is warranted, such action must be initiated within ten (10) working days of the occurrence of the condition giving rise to the action, or within ten (10) 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. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:

1. Unauthorized or excessive absence from work.
2. Commitment or conviction of any criminal act.
3. Conduct unbecoming any employee in the public service.
4. Disorderly or immoral conduct.
5. Drunkenness.
6. Dishonesty and falsification of employment application.
7. Insubordination and willful violation of employer's policies, rules, and procedures.

B. An employee may be dismissed, suspended or disciplined pending investigation, and if the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken.



C. The Union, with specific written consent of the employee, shall have the right to review the contents of the personnel file of any employee within the bargaining unit, upon making the request to the administration of the school district. An employee, upon making request, shall have the right to review the contents of his/her own personnel file maintained by the Employer. Such review of personnel files must be done in the Board of Education Offices under the supervision of a designated school employee.

#### **ARTICLE XIV** **STEWARDS**

A. The employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union.

B. Arrangements may be made to allow the Chief Steward time off with pay for the purpose of investigating grievances, time to attend grievance and negotiation meetings after arrangements have been made with his or her immediate supervisor.

C. During his/her term of office the Chief Steward shall be deemed to head the seniority list for the purposes of shift preference, lay-off, and recall only; provided, he/she is qualified to do the required work. Upon termination of his/her term he/she shall be returned to his/her regular seniority status.

D. Any newly hired employee shall be introduced to the Chief Steward before starting to work, in order that such newly hired employees may be added to the Chief Steward's record, or the Chief Steward shall be supplied the following information within the employee's first week of employment: name, date of hire, address, social security number, classification, job location, and shift assignment.

#### **ARTICLE XV** **LEAVE OF ABSENCE**

A. An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the employer, shall be granted a leave of absence up to one (1) year, which may be extended beyond one (1) year upon mutual agreement of the parties, provided such employee promptly notifies the Employer of the necessity therefore, and provided further that the employee supplies the Employer with a written statement from a medical or cateopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

B. Leaves of Absence shall be granted up to one (1) year for physical or mental illness, or a prolonged serious illness which effects the employee, or the employee's spouse, children,

grandchildren, or parents.

C. Employees disabled because of pregnancy may use sick leave for the period of time of actual disability. Further, it is understood that an employee opting to take a maternity leave as hereinafter provided without pay is not eligible for sick leave payment during the period of the unpaid leave of absence.

D. Anticipated Prolonged Disability - Any employee who can anticipate a prolonged disability (such as surgery, other confinement to home or hospital including maternity) shall notify his/her supervisor in writing at least thirty (30) calendar days in advance of the projected period of confinement. The notification shall contain the projected dates of confinement. It is understood that use of sick leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification and/or consultation with or from a physician.

E. Maternity Leave - A maternity leave shall be available to female employees who are pregnant upon the following conditions:

1. At least sixty (60) calendar days prior to the beginning of the leave, the employee shall apply to the Board if she wishes an unpaid leave.
2. Leaves of Absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
3. The Board reserves the right to specify the beginning and ending date of the leave except the same shall not be in conflict with the doctor's statement of health.
4. The Board may grant up to one (1) school year of maternity leave renewable at the discretion of the Board.
5. Any maternity leave granted will be without pay, however, the employee, upon return from the leave, shall have all previous benefits of this Agreement restored to her, but shall not accumulate any benefits while on such a leave.
6. The provisions of a maternity leave shall not exempt an employee from the provisions of the lay-off procedure contained in this Agreement except the Board shall not be required to give notice of lay-off for the duration of the maternity leave.
7. If the employee does not return upon the expiration of the maternity leave, she shall conclusively be deemed to have resigned unless mutually agreed upon by the Board and the employee prior to said date.
8. Employees returning from a maternity leave shall furnish medical evidence of their ability to perform their normal work assignments.
9. Employees may make written application for extension of the maternity leave

subject to the provisions of the initial request.

10. An employee may make written application to the superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of maternity leaves on the basis of each individual case. The reasonable right of the Board of Education will be grievable.

11. An employee on maternity leave must have her current address on file in the superintendent's office.

F. Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

G. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

H. Leaves of Absence will be granted to employees who are active in the National Guard or branch of the Armed Forces Reserves for the purpose of fulfilling his/her annual field training obligations, provided such employee makes a written request for such a leave of absence immediately upon receiving his/her orders to report for such duty.

I. Any employee in the bargaining unit who is either elected or appointed to a full-time position or office in the Union whose duties require his/her absence from work, shall be granted a leave of absence for the term of such office or position.

J. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of the leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union.

K. An employee who meets all of the requirements as hereinbefore specified, shall be granted a leave of absence without pay except for a pregnancy disability leave shall be with pay, and the employee shall accumulate seniority during his/her leave of absence, and the employee shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than these listed above when they are deemed beneficial to the employee and the Employer.

**ARTICLE XVI**  
**GRIEVANCE PROCEDURE**

## **DEFINITIONS**

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.
- C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all non-session school days.
- D. A grievance pertaining to alleged safety hazards may be processed directly to Step Three (3) of the grievance procedure, upon the employee having orally discussed the grievance with his/her immediate supervisor.
- E. Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous step level. The failure of the Employer, at any step level of the grievance procedure, to communicate the decision on the grievance in writing, to the Union within the prescribed time limits set forth in that step level of the grievance procedure, shall require that the relief requested by the Union be granted.
- F. Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within two (2) calendar weeks of the close of a school year (whichever is shorter) or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

## **STEP ONE**

- A. Any employee having a grievance shall discuss the grievance with his/her immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.
- B. The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

## **STEP TWO**

- A. The Chief Steward shall meet with the immediate supervisor to discuss the grievance within

five (5) working days of its written submission to the immediate supervisor.

B. The immediate supervisor shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Chief Steward.

C. If the decision of the working supervisor is not appealed within five (5) working days, his decision shall be considered settlement of the grievance.

### **STEP THREE**

A. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent of Schools within five (5) working days and the Superintendent of Schools 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 immediate supervisor was not satisfactory, and the grounds for the appeal.

B. The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days 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 to the Board of Education within five (5) working days and the Board 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 of Schools was not satisfactory.

B. The Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the business representative's meeting with the Board of Education.

### **STEP FIVE**

A. If the Union so requests, the Board or its representative will meet further with the Union to consider fairly and in good faith any other methods of settlement.

B. The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State Law.

## **ARTICLE XVII GENERAL**

### **SECTION 1 - TAX SHELTERED ANNUITIES**

The Employer agrees to deduct the premiums for variable tax deferred annuities solely paid for by the employee, and to remit such premiums to the Board designated insurance company.

## SECTION 2 - DEDUCTIONS

The Employer agrees to make available to all of the employees covered by this Agreement, any payroll deduction services which are available through the school district such as savings bonds, credit unions and etc.

## SECTION 3 - CONTINUING EDUCATION

The Employer agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other job related training which is of such a nature specifically designed to provide on the job improvement.

## SECTION 4 - PHYSICAL EXAMINATIONS

The employees shall annually be given a physical examination at times, dates and places to be determined by the Employer, and conducted by a physician appointed by the Employer, which shall also include all T.B. tests, and the employer shall pay the full cost of all examinations that are required by law.

## SECTION 5 - FOOD HANDLERS CARD

The Employer shall pay the full cost of the food handlers card for each employee covered by this Agreement.

## SECTION 6 - UNIFORMS

Any employee covered by this Agreement regularly scheduled to work 3 hours or more per day shall receive a uniform allowance of one hundred twenty-five dollars (\$125.00) per year; part-time employees normally scheduled to work less than 3 hours per day shall receive sixty dollars (\$60.00). The allowance shall be paid on the first pay day in September. A pro-rated deduction shall be made from the final pay of an employee that receives this allowance and fails to work the entire school year.

Employees hired as a cook assistant, ala-carte/server after the effective date of this contract shall not receive a uniform allowance unless they are regularly scheduled to work 3 hours or more per day.

## SECTION 7 - GUARANTEED WORKDAYS

The Employer will guarantee employment for all six hour employees on each full day of student instruction. The student instruction/work days shall be determined by the Employer.

## SECTION 8 - LONGEVITY PAY

The employees covered by this Agreement shall receive longevity payments as follows:

### Head Cook, Cooks, Cook Assistants

After five (5) years of service a longevity payment of .05 per hour.

After ten (10) years of service a total longevity payment of .10 per hour.

After fifteen (15) years of service a total longevity payment of .15 per hour.

After twenty (20) years of service a total longevity payment of .20 per hour.

When moving from Assistant Cook to Cook, one-half (1/2) of the years worked shall be credited towards longevity. An employee must notify the employer within 30 days of the date the employee becomes eligible for longevity or that employee will forfeit any retroactive longevity that might be due the employee. No longevity shall be paid for ala-carte/serve Employees.

## SECTION 9 - PENSION

The Employer agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

## SECTION 10 - IRS SECTION 125 - CAFETERIA PLAN

Employees covered by this Agreement shall be eligible to participate in the Section 125 Cafeteria Plan provided by the Employer.

## **ARTICLE XVIII** **JURY DUTY**

Employees requested to appear for jury qualification or service or subpoenaed as a witness in any case connected with the employee's employment of the school district, shall receive his/her pay from the Employer for such time lost as a result of such appearance or service less any compensation received for such jury service minus mileage.

## **ARTICLE XIX** **STRIKE PROHIBITION**

A. There shall be no strikes, lockouts, slowdowns, or other cessation of work nor shall there be any sympathy strikes, secondary boycotts, or political strikes during the term of this Agreement.

B. Insofar as may be permitted by law, the employer hereby waives any right that it may have to sue the Local Union or the International Union with which it is affiliated for damages resulting

from any strike, boycott, slowdown, or cessation of work occurring during the period of this Agreement, which is participated in by any employees of the Employer.

1. If such strike has not been officially authorized by the Local Union or said International Union, in any such case, the Employer shall have the right to take disciplinary action against the employees involved, but the Union shall have the right, in its discretion, to subject such action to as the Employer may take to the grievance procedure.

2. If such strike, boycott, slowdown, or cessation of work was caused by an act of the Employer, its agents, or of the supervisor, or supervisors of the employees involved, which act was deliberate and intentionally designed to provide such strike, boycott, slowdown, or cessation of work; then the Employer shall reinstate all employees discharged as a result thereof and reimburse all employees for any wage loss by reason of said foregoing strike, boycott, slowdown, or cessation of work.

## **ARTICLE XX** **CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

## **ARTICLE XXI** **BINDING EFFECTIVE AGREEMENT**

The Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

## **ARTICLE XXII** **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 or any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms 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 effected 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.

### SECTION 4

The parties, upon mutual agreement, may amend this Agreement during the life of same, but neither party shall be obligated to consent to such an amendment.

### SECTION 5

The written policies of the Board which apply to wages, hours, or working conditions shall remain in effect and, except as they may be superseded by express provisions of this contract, shall govern the employment of the employees with like effect as the express provisions of this Agreement except the Board reserves the right to promulgate new policies or modify existing policies but not in conflict with the express provisions of this Agreement.

## **ARTICLE XXIII TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until July 31, 2013, with wages only subject to negotiations for the second year of the Agreement.
- B. If either party desires to terminate this Agreement it shall, ninety (90) calendar 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 this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination, or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of this amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by

certified mail to the Union: International Union of Operating Engineers, Local #547, AFL-CIO, 1320 Puritan Ave., Detroit, MI 48227, and if to the employer addressed to: Madison School District, 3498 Treat Hwy., Adrian, MI 49221, or to any other such address the Union or the Employer may make available to each other.

E. The effective date of this Agreement is August 1, 2011.

## **SCHEDULE A**

### **SECTION 1 - COOKS AND CAFETERIA HELPERS**

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday, and ending 120 hours thereafter.
- B. The normal work day shall be eight (8) consecutive hours which shall include a one-half (1/2) hour paid lunch period.
- C. All employees covered by this Agreement shall receive one (1) ten (10) minute rest period during the first half of their work day and one (1) ten (10) minute rest period during the second half of their regularly scheduled work day.

### **SECTION 2 - OVERTIME RATES**

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 work week, for which overtime has not already been earned.

### **SECTION 3 - SICK LEAVE AND FUNERAL LEAVE**

- A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of ten (10) days per year accumulated to forty-five (45) days maximum, and days accumulated over forty-five (45) will be reimbursed at a rate of forty percent (40%) of the employee's normal daily wages with the maximum of ten (10) days reimbursable at the end of each school year. No employee with excess of forty-five (45) days will lose them except by use. It is understood that part-time employees shall be entitled to a pro-rated portion of all benefits provided under this paragraph and other paragraphs of this Agreement.
- B. After five (5) consecutive days of illness, the employee must present a doctor's written permission slip of good health to be able to return to work. The Employer may require a doctor's written verification of illness or disability for an employee that is absent from work more than one (1) day per month.
- C. Sick leave shall be granted to an employee when he/she is incapacitated from the

performance of his/her 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 requires the care and attendance of the employee due to illness or injury.

#### SECTION 4 - IMMEDIATE FAMILY FUNERAL LEAVE

All employees 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 be one of the following: husband, wife, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, or father-in-law. Additional time off for traveling shall be granted and such additional time shall be charged to sick leave. In addition to the above, one (1) day of paid leave time shall be provided for the death of a sibling-in-law.

#### SECTION 5 - PERSONAL BUSINESS DAYS

A. All employees covered by this Agreement shall be granted two (2) personal business days per year, not deductible from the employee's allowable earned sick leave. Personal business days are not accumulative. Unused personal business days shall be added to the sick leave bank and shall be reimbursed as agreed to in Section 4 of this article.

B. Personal Emergency and/or Business Days shall be defined as events that cannot be accomplished after the regular work day or on weekends. Also, the employee will make every effort to complete his/her personal business on his/her own time. Personal business days may not be taken prior to or after a school recess except in an emergency.

C. Requests for personal business days must be submitted to the Superintendent of Schools at least three (3) working days prior to the date requested: notification may be shortened if necessitated by an emergency. Each request for a personal business day must state the exact reason for the request.

#### SECTION 6 - INCLEMENT WEATHER DAYS

Employees shall receive their regular compensation for the first two (2) scheduled work days which are canceled because of conditions beyond the control of school authorities, or other Acts of God. If an Act of God causes school to be cancelled, any employee that has reported to work prior to the announcement of the cancellation shall be allowed to work for a minimum of two (2) hours and shall be paid for the actual time worked on an Act of God day.

#### SECTION 7 - FULL-TIME/PART-TIME EMPLOYEES

A. Full-Time Employees: A Cook is defined as a full-time employee who works the established hours in the department, or averages not less than six (6) hours per day.

B. Part-Time Employees: A Cook Assistant is defined as a part-time employee who works less than the established hours in the department on a regular daily schedule, or less than six (6) hours per day.

SECTION 8 - SALARY SCHEDULE - SCHEDULE A

<u>CLASSIFICATION</u>	<u>BASE RATE</u>	
	<u>2011-12</u>	<u>2012-13</u>
First Cook	\$14.44	(To Be Negotiated)
Cook	\$13.64	(To Be Negotiated)
Cook Assistant/Cashier	\$11.96	(To Be Negotiated)
Ala-Carte/Server	\$ 9.09	(To Be Negotiated)

During an employee's first year of employment, he/she shall be paid at a rate forty cents (.40) per hour below the above wages. During the second year of employment, the employee shall be paid at a rate twenty eight cents (.28) per hour below the above wages. During the third year of employment, the employee shall be paid at a rate fourteen cents (.14) per hour below the above wages.

Both parties to this Agreement agree to renegotiate wages for the first year of this Agreement if the base salary of Madison teachers increases during that period. The Employee may also request that wages be renegotiated if less than 180 days of student instruction are scheduled in the third year of this Agreement.

On a day an employee is in charge of the breakfast program the employee shall be paid an additional .05 per hour for all hours worked.

If an employee is promoted to a higher classification, the employee shall be paid the wages that were in effect for that position, in the prior year, at the employees experience level. Starting with their second year in the new position, the employee shall be paid the wages for that position at the employee's then current step on the salary schedule.

When it becomes necessary for an employee to substitute for the Cafeteria Manager the employee will receive an additional twenty-five cents (.25) per hour for all such substitute hours.

When a cook substitutes for the first cook, the cook will receive the first cook's salary for all such substitute hours.

Substitutes that are not a member of this Union shall be paid at a rate established by the Employer and less than that paid to the Cook Assistants.

SECTION 9 - HOLIDAYS

The employees covered by this Agreement shall be paid for the following holidays:

Labor Day, Thanksgiving and the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Good Friday, and Memorial Day.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed:

BOARD OF EDUCATION  
MADISON SCHOOL DISTRICT  
LENAWEE, MICHIGAN

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
#547, AFL-CIO

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