



WESTWOOD HEIGHTS SCHOOLS

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ENCLOSED FIND COLLECTIVE BARGAINING AGREEMENTS FOR WESTWOOD HEIGHTS SCHOOLS.

WE HAVE INCLUDED CAFETERIA, ALTHOUGH THEY ARE STILL OPERATING UNDER THE OLD CONTRACT; NEGOTIATIONS ARE ON-GOING WITH THIS GROUP.

RECEIVED
NOV 19 2007

KEELY P. MOUNGER
Superintendent

JEFF YORKE
Director Of Student Services

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Trustee - CHEREATHE HOLLINGER
Trustee - HAROLD MCINTYRE

AGREEMENT

between

**WESTWOOD HEIGHTS SCHOOLS
BOARD OF EDUCATION**

and the

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

CAFETERIA EMPLOYEES BARGAINING UNIT



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JULY 1, 2004 - JUNE 30, 2007

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WESTWOOD HEIGHTS SCHOOLS BOARD OF EDUCATION

and

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

CAFETERIA EMPLOYEES

JULY 1, 2004 - JUNE 30, 2007

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AGREEMENT

between

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

and

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

ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION, AGENCY SHOP AND CHECK-OFF

Section 1: Union Recognition

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

Section 2: Agency Shop

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

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

2. Execute an authorization for the deduction of a service fee equivalent to the monthly dues of the Union on or before the ninety-first (91st) calendar day following the effective date of this Agreement, or on or before the ninety-first (91st) calendar day following the beginning of their employment with the Board.

B. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section 2(A), of this Article.

C. In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.

D. Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) calendar days from the date of such legal determination.

E. The Union agrees to indemnify the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of action taken by or against the Board for the purpose of complying with the provisions of Article II, Section 2.

Section 3: Check-Off

A. The Employer agrees to deduct from the wages of employees covered by this Agreement all monthly dues, initiation fees and service fees of the Union and pay such amount deducted to the Union for the employees who so request such dues deductions provided, however, that the Union presents to the Employer authorization signed by such employees allowing such deductions and payments. The Union will notify the Employer thirty (30) calendar days prior to any change in such dues or fees.

B. A change in dues will not take place because of any temporary change in assignment or classification for an employee.

ARTICLE III

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 person or persons because of race, color, religion, national origin, age and sex.

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

ARTICLE IV

VISITATION

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

ARTICLE V

STEWARDS

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

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

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

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

ARTICLE VI

SAFETY

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their place of work. Employees are required to report any and all unsafe working conditions to their supervisor immediately.

ARTICLE VII

JURISDICTION

A. 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 cases of emergency.

B. The Employer reserves the right to hire students on a co-op, work study or job training basis which is a part of our regular instructional program. Student labor will not be used to permanently replace or displace bargaining unit employees.

ARTICLE VIII

CONTRACT

When a Contract is reached, it shall be reduced to writing. When it is ratified and signed by both parties, it shall become part of the official minutes of the Board of Education.

ARTICLE IX

MEDIATION

The Board or the Union may request the services of the State Labor Mediation Board.

ARTICLE X

SENIORITY

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

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

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

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

ARTICLE XI

RETIREMENT

An employee who has reached the age of retirement before completing the service requirements as established by law or by Board policy, and who wishes to continue in the employment of the Board in order to complete the service requirement, may make written application on a year-to-year basis for the necessary extension of the employment period. The Board of Education shall consider the application and take such action as it deems best.

The Board of Education shall honor retiring employees who have given extensive and valuable service to the schools with an appropriate resolution setting forth its appreciation of the service rendered.

ARTICLE XII

WORKING CONDITIONS

A. The Board recognizes its responsibilities to provide adequate equipment for all cafeteria personnel.

B. Relief Period

1. One (1) fifteen (15) minute relief period will be provided for any employee working at least three (3), but less than five (5) hours per day.

2. Two (2) fifteen (15) minute relief periods will be provided each working day for all employees working five (5) hours or more.

ARTICLE XIII

TRANSFERS

A. All job vacancies and new positions shall be posted in each school cafeteria as soon as any vacancies or new positions within the Union occur.

B. Whenever a new position or vacancy occurs, currently employed cafeteria personnel will have first opportunity to fill the vacancy, with the employee of greatest seniority having first priority.

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

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

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

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

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

ARTICLE XIV

RESIGNATIONS

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

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

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

ARTICLE XV

GRIEVANCE PROCEDURE

Definitions:

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms of this Agreement.
- B. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- C. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- D. A grievance concerning alleged safety hazards may be processed directly to Step Four (4) of the Grievance Procedure upon the grievance being discussed with the immediate supervisor prior to the grievance being submitted in writing to Step Four (4) of the Grievance Procedure.
- 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 level. If the answer to a grievance is not given within the specified time limits of that Step level, the appealing party may automatically appeal the grievance to the next Step level of the Grievance Procedure.
- F. Any employee or Union grievance not presented for in writing in Step One(B) of the Grievance Procedure, for disposition through the Grievance Procedure, within five (5) working days of the date it is reasonable to assume that the employee or the Union, as the case may be, 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 thereafter 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 grievant and the Chief Steward shall sign the grievance.

Step Two

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

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

Step Three

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

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

Step Four

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

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

Step Five

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

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

- C. Neither party shall be permitted to assert in any arbitration hearing any ground, or to rely on any evidence not previously disclosed to the other party at any of the preceding Step levels.
- D. The arbitrator, the Union or the Board may call any relative person as a witness in any arbitration hearing.
- E. Each party shall be responsible for the expenses of the witnesses that they may call.
- F. 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 unless otherwise specified, or to substitute his/her discretion for that of the parties hereto.
- G. The filing fees and expenses of the arbitrator shall be shared equally by the parties.
- H. The arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- I. The decision of the arbitrator shall be final, conclusive and binding upon all employees and the Board and the Union.

ARTICLE XVI

SUSPENSION AND DISMISSAL

Cafeteria employees may be suspended without pay by the employee's supervisory officer, subject to the approval of the Superintendent of Schools. The supervisory officer shall file reasons for suspension of any employee with the Superintendent of Schools. The suspended employee may file a written request for a hearing with the Superintendent within ten (10) calendar days of the suspension. If such request is not filed with the Superintendent, the suspension becomes a dismissal at the expiration of ten (10) calendar days. Any employee who has been dismissed for a cause shall be ineligible to apply for re-employment. Any person whose employment is terminated for any reason other than for leave of absence, as provided in this Contract, forfeits all accrued rights and privileges. Frequent tardiness or absenteeism can lead to suspension or dismissal.

Verbal reprimands shall be removed from employees' files after twenty-four (24) months; written reprimands shall be removed from employees' files after thirty-three (33) months; suspensions shall be removed from employees' files after forty-two (42) months.

ARTICLE XVII

WORKING HOURS

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

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

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

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

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

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

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

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

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

ARTICLE XVIII

MILEAGE

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

ARTICLE XIX

JOB DESCRIPTIONS

A job outline shall be on file in the Superintendent's office for each Cafeteria position covered by this Contract.

ARTICLE XX

SICK/PERSONAL LEAVE

A. Employees will be granted ten (10) sick/personal leave days per school year (starting in September each year, and accumulating one [1] per month.) Such days are only to be used due to illness on the part of the employee. These days may be accumulated from year to year to a maximum of fifty (50) days. The amount of pay received for sick days will be based on the average number of hours the employee works. If, at the close of a school year, an employee has any unused sick days in excess of fifty (50), he/she will receive fifteen dollars (\$15.00) if they work less than six (6) hours, and twenty-five dollars (\$25.00) if they work six (6) hours or more, per unused day in excess of fifty (50), which will be payable in December of the following school year.

B. To schedule sick/personal leave days to attend to personal business, the employee must apply for use of such days at least three (3) days in advance of the date requested. Such days are subject to the approval of the Cafeteria Director, or in his/her absence, the Superintendent. The purpose of such personal leave is to transact business which cannot be handled at any other time. All requests for personal leave days must be made in writing on the form provided by the Board, except in cases of emergencies; and in those cases, the three (3) days advance notice may be waived at the discretion of the Director or Superintendent. Cafeteria workers shall use the same sick and personal leave request form currently being used by Hamady Middle/High School staff.

C. The days immediately preceding or immediately following a legal holiday, all school recess periods such as Christmas and Memorial Day, or the first (1st) and last day of school cannot be used as paid personal leave days.

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

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

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

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

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

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

ARTICLE XXI

LEAVES OF ABSENCE

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

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

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

3. Court appearances as a witness in any case connected with employment, or the school, or whenever the Cafeteria worker is subpoenaed to attend any proceeding;

4. Unused bank of fifty (50) sick days will be paid at the rate of twenty-five dollars (\$25.00) for six (6) hour or more employees. Technician I will be paid at fifteen dollars (\$15.00) per day upon state-qualified retirement from Food Service.

B. A maternity leave shall be granted without pay for up to sixty (60) calendar days after termination of pregnancy. An employee's maternity leave shall begin when the employee, the employee's doctor, or the administration feel the employee is no longer able to perform the job. Upon termination of leave, the employee will be returned to the employee's normal job.

C. Employees may request a leave of absence without pay or benefits for no more than two (2) weeks in any year for recreational purposes. The Cafeteria Director may approve or disapprove such leave depending upon the potential affect of such leave upon the Cafeteria program. The availability of a qualified substitute and the number of other persons absent will be considered in this regard. Persons must submit a written request for such leave at least two (2) weeks in advance of the intended absence.

D. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed to be beneficial to the employee and the school district.

E. Employees will accrue seniority during leaves of absence which are no longer than one (1) year in duration. Seniority will be frozen and will not continue to accrue when the leave commences to exceed one (1) year.

F. **Family & Medical Leave Act**

Employees will be allowed to take up to twelve (12) weeks leave under provisions of the Family and Medical Leave Act of 1993. The employee may choose to take the total time as unpaid leave, or the employee may use sick or personal days for this leave. However, the leave will be unpaid once sick or personal days have been exhausted. The employee's health, dental, vision and life insurances will remain intact during the leave. Upon return from the leave, the employee is entitled to the same position he/she held before the leave.

Leaves under the Family and Medical Leave Act include:

1. The birth of a son or daughter and/or in order to care for the child (the right to this expires twelve [12] months after the birth);

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

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

4. The serious health condition of the employee.

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

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

ARTICLE XXII

HOLIDAY PAY

A. All employees will receive the following paid holidays during the life of this Contract: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's Day, Good Friday, Memorial Day and one (1) Floating Holiday (Friday before Labor Day). If State law changes regarding the Friday before Labor Day, the parties will meet to set a mutually agreeable date.

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

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

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

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

ARTICLE XXIII

FRINGE BENEFITS

A. Short term self-insured disability (wage continuation) insurance, and five thousand dollars (\$5,000.00) life insurance shall be provided to all employees, subject to a combined maximum cost of fifteen dollars (\$15.00) per month.

B. The Board agrees to furnish to six (6) hour employees with fifteen (15) years seniority at Technician 2, 3 and 4, a hospitalization program (semi-private) for the head of household. (Head of household defined as one [1] single adult.)

C. Employees at Technician 2, 3 and 4 will be furnished dental insurance (50% Class I and II benefits, excluding internal and external coordination of benefits) for the head of household. Employees with fifteen (15) or more years seniority, employee only - no full family coverage paid by the Employer. (Head of household defined as one [1] single adult.)

D. Employees at Technician 2, 3 and 4 will be furnished with vision coverage insurance, with full family coverage, only if the individual is without any vision insurance via another family member.

E. Insurance benefits will be discontinued on the last day of the month the employee terminates employment with the school district.

F. All insurance coverages will be provided by insurance carriers designated by the Board.

Note: Insurances provided for by this Agreement shall become effective the first (1st) day of the month following ratification of this Agreement by the Union and the Board.

G. Employees receiving new insurance coverages for the first time as a result of this Agreement will have their benefits commence during the first (1st) full month after ratification of this Agreement.

H. Allowance of seventy-five dollars (\$75.00) shall be paid to each employee at the beginning of each school year for purchase of approved uniforms, shoes, etc., only with proof of purchase once employees have completed probation period.

ARTICLE XXIV

SALARY SCHEDULE

(Wages Per Hour)

A.	<u>Title</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
	Technician 4	\$11.45	\$11.68	\$11.91
	Technician 3	\$10.72	\$10.94	\$11.16
	Technician 2	\$10.67	\$10.88	\$11.10
	Technician 1	\$9.73	\$9.93	\$10.13
	Food Service Driver	\$10.92	\$11.14	\$11.36

B. Driver

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

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

D. Longevity Wage Increments

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

	<u>Wage Increment</u> <u>Per Hour</u>
After Five (5) Years*	\$.05
After Ten (10) Years	\$.10
After Fifteen (15) Years	\$.15
After Twenty (20) Years	\$.20

* Five (5) years step applies only to employees hired prior to July 1, 1994.

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

F. Cafeteria employees who work throughout the summer months for the purpose of preparing and serving food at the M.C.I.C., shall receive, after the second full year of seniority: (1) ten [10] days paid vacation at a rate equal to the average number of hours normally worked after the second full year of seniority, if, and only if five (5) of said vacation days can be taken during a scheduled one [1] week recess at the M.C.I.C.; (2) the five [5] vacation days not taken during the one [1] week M.C.I.C. recess must be approved three [3] weeks in advance by the Cafeteria Director. No two [2] persons may take the same day; and, (3) one [1] paid sick day, non-accumulative, for each of the two [2] months of July and August; and July 4th as an additional paid holiday.

G. 1. In the event that school is closed on a school session day due to inclement weather, the employees covered by this Agreement will not be required to report to work for the day, and the employees will be paid their normal day's pay, even though no work is performed by the employee. Such employees will be paid for no more than two (2) such inclement weather days per school year.

2. If a utility failure causes the school district to close one (1) or more school buildings for the school day, the Cafeteria Director may direct a number of employees to not report to work on such day, depending upon the extent to which the production load is expected to be reduced on that day. Such employees may elect to use one (1) of their two (2) inclement weather paid days on such days.

3. The Board agrees to reimburse certified employees the registration fees for state-wide training classes, after completion, per state standards. The Board agrees to recognize employees who successfully complete each fifty (50) hours of state-wide training, with a five cents (\$.05) per hour bonus for each fifty (50) hours completed.

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth in Article XXV, attached hereto and made a part hereof by reference.

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

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

Section 2

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

Section 3

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

ARTICLE XXVIII

TERMINATION AND MODIFICATION

A. This Agreement shall continue in full force and effect until **June 30, 2007**.

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

C. If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219 and if to the Employer, addressed to Westwood Heights Schools, 3484 North Jennings Road, Flint, Michigan 48504-1724, 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 **July 1, 2004**.

ARTICLE XXIX

MANAGEMENT RIGHTS

The Union recognizes that within the structure and concept of government, the Federal Constitution leaves to the state the responsibility for providing public education. The state, by statute, delegates specific permissive rights of control and jurisdiction to local Boards of Education which are by law reserved to the state. The Union acknowledges the matters of Board jurisdiction not specifically structured in this Agreement remain the jurisdiction of the Board of Education. The Union agrees that its members shall comply promptly with all administrative requests of the Board, relative to reports, records, recordkeeping, and administrative regulations pertaining to the sound, efficient and effective management of the school plan and program.

ARTICLE XXX

STRIKES

The Union and the Board subscribe to the principle that differences shall be resolved in good faith by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees not to honor, encourage or promote the action of strikes, work stoppage, or other refusals to perform work by employees covered by this Agreement.

ARTICLE XXXI

LAY-OFF AND RECALL

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

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

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

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

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

ARTICLE XXXII

LEGAL PROTECTION

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

ARTICLE XXXIII

CERTIFICATION

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

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

**WESTWOOD HEIGHTS
SCHOOL DISTRICT**

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

Brenda Taylor 8-11-05
Board President

Ry's Sells
Business Manager

Sue Warren 8-11-05
Chairperson
Board Negotiating Committee

Jennifer L. Pudea
President

Jan Lynn Wilkins
Superintendent of Schools

[Signature]
Recording/Corresponding Secretary