

AGREEMENT

THIS AGREEMENT, made and concluded this 11th day of October, 2010, by and between the CHEBOYGAN AREA SCHOOLS BOARD OF EDUCATION, CHEBOYGAN, MICHIGAN, a public employer, and the UNITED STEELWORKERS. The Board of Education hereinafter called the "EMPLOYER" and the United Steelworkers is hereinafter called the "UNION."

WITNESSETH, that in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

The term "employee" as used in this Agreement, shall be understood to mean all full-time and part-time food service workers.

ARTICLE II - MANAGEMENT RIGHTS

The Board, on its own behalf and on the behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without 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 for such purposes, the appointment of executive, administrative and supervisory personnel and the delegation of their respective duties.
- B. To hire all employees and subject to the provisions of the law, to determine their qualification and the conditions for their continued employment, of their dismissal or demotion, and to promote and transfer all such employees.
- C. To determine work schedules and the duties, responsibilities and assignments of district employees with respect, thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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 of this Agreement and then only to the extent such specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

ARTICLE III - DUES CHECKOFF, UNION MEMBERSHIP

- A. All persons employed in the bargaining unit, or who become employees in the bargaining unit, shall, after thirty (30) workdays at full-time employment of the date of hire shall as a condition of employment pay either union membership dues or a service fee in an amount established by the Union.
- B. The School District and Union agree that the payroll deduction of union membership dues and/or service fees is required as a condition of the collective bargaining agreement. The School District will accordingly deduct the amounts designated by the Union through payroll deduction pursuant to the authority set forth in MCLU 408.477.
- C. Service Fee Payers: Bargaining unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the Union policy and procedures regarding objections to political-ideological expenditures. The remedies and procedures for contesting the level of service fee set forth in this policy shall be exclusive, and unless and until procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- D. In the event of any legal action against the employer because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel and agrees to indemnify and save the School District, individual board members and administration harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation and enforcement of this Article.
 - 1) The School District shall deduct union dues, initiation fees and assessment or agency shop fees in accordance with procedures allowed by current data processing system and remit same to the International Treasurer of the Union each month for all employees.

- E. The Union shall notify the School District in writing of the amount of dues and initiation fees to be deducted and fifteen (15) days in advance whenever they are changed thereafter.
- F. A list of the employees' names from whom dues and initiation fees have been deducted shall be furnished the International Treasurer and the Local Union Financial Secretary at the time that the dues and initiation fees are remitted. This shall be done following the last pay of each month.
- G. The School District shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deduction made from employee wages earned.

ARTICLE IV - SENIORITY

Section 1. A seniority list will be maintained by the Board and updated as needed. A copy of the seniority list shall be provided to the Local Union President on or by October 1st of each year. The seniority list will be used when determining layoff from work or recall to work. It is understood that in an application of seniority, the employee must be qualified and be able to perform the available work.

Reduction of employees under this contract will occur by starting with the least senior bargaining unit member. Cooks would bump the least senior person in their classification, then the least senior cook would bump the least senior five (5) hour position, and so on down. The Employer will give thirty (30) calendar days notice to employees who are going to be laid off, except in the case of sudden financial changes that may occur in the School District's federal, state and/or local funding sources.

- a) Recall of persons under this contact will be by seniority, starting by recalling the most senior person from layoff status.
- b) Recall rights will last for the equivalent years of employment as a food service worker at the Cheboygan Area Schools, or a maximum of five (5) years whichever occurs first. After the recall years have been exhausted, the employee will lose all rights towards any further employment as a food service worker with the Cheboygan Area Schools.

Section 2. Employees shall lose seniority because of a voluntary quit, a discharge for just cause, or a failure to return to work within ten (10) work days of receipt of a notice of recall as hereinafter outlined.

Section 3. In the event of a permanent vacancy in a position covered by this contract, a notice shall be posted for five (5) work days outlining the vacancy. It will be awarded to the employee with the most seniority that is qualified and able to perform the available work. If the position is filled, the transfer will become effective within five (5) days after termination of posting. All internal transfers will have a ten (10) work day probationary period. If minimal routine training is necessary to fully inform the employee as to the job, such training will be given the employee.

- a) Any position that will be temporarily vacant for more than thirty (30) calendar days, the position will be filled according to seniority, skills and ability to perform the work. On the 20th work day of the temporarily vacant position, bargaining unit members will be notified that the position is still vacant. When the food service worker returns, everyone moves back to his or her original position.
- b) The parties recognize that it is necessary to employ substitute workers at times. Any worker who is hired on a temporary basis shall not be employed for a period longer than ninety (90) calendar days. After that period, the position shall be discontinued or declared vacant and advertised as set forth in the paragraph on vacant postings (section 3).

Section 4. Any employee, who is in the bargaining unit and becomes a part-time supervising cook or works in that capacity to cover illness or other absences, shall be permitted to retain their accumulated seniority and to accrue further seniority upon mutual agreement of the Union and the Superintendent. The written agreement will spell out the exact conditions of this Agreement and the condition for termination of this special arrangement. The employee working as a part-time supervising cook will receive the current wage equal to the supervisory cook after the eleventh (11) consecutive day in that position.

Any employee promoted from the bargaining unit to a full-time supervisory position not covered by this Agreement shall be permitted to retain seniority accumulated while in the bargaining unit and shall accrue further seniority for a period up to ninety (90) work days. At the end of the ninety (90) work day period, if the employee remains as a supervisor, he/she will no longer accrue seniority, but will have recall rights for an additional two (2) years.

Section 5. When an employee is to be recalled from layoff, a certified letter will be sent by the employer to the employee's last known address. The employee shall have eight (8) days to report for work, or to make arrangements which are satisfactory to the employer to report to work, within ten (10) days of receipt of the notice to report. Failure to report, or make suitable arrangements to report, within the ten (10) days will result in removal from the seniority list and loss of recall rights.

ARTICLE V- PROBATIONARY PERIOD

New employees shall be on probation for a minimum of ninety (90) working days. During this period, the employee may be released from employment for any reason and without recourse to any provisions of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire.

ARTICLE VI - DISCHARGE OR SUSPENSION

Section 1. An employee discharged or suspended who considers such discharge or suspension without good cause, shall present a grievance within three (3) working days of such action as provided in Article VII, Step No. 2. The Employer will notify the Union orally within twenty-four (24) hours and then, in writing, within forty-eight (48) hours of such suspension or discharge.

Any discharge or suspension not questioned, in writing, in three (3) days of such action shall be considered final.

ARTICLE VII- REPRESENTATION AND GRIEVANCE PROCEDURES

Section 1. The parties agree that in the interest of harmony on the job, any grievance arising from interpretations or application of any portion of this Agreement, should be handled as quickly as possible and exclusively under the following procedures:

For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee of two employees in the unit. This investigation of or discussion will normally be performed during non-working time; but it is understood by the parties that there will be occasions when that is not possible, then it will be permitted by the Employer for the Union to be able to investigate or discuss any grievance on employer time.

Step No. 1: When an employee has a possible grievance, it will first be discussed orally between the supervisor and employee(s) involved, with or without a committee member, within ten (10) work days after occurrence of incident or within ten (10) work days after the employee became, or should have become, aware of the incident giving rise to the grievance. The Supervisor shall have ten (10) work days in which to give an answer.

Step No. 2: In the event the grievance is not settled in Step No. 1, it shall be reduced to writing on the standard grievance form and presented to the Superintendent of Schools. It shall be discussed at a meeting with the Superintendent and the grievance committee to be held within ten (10) working days after the Supervisor gives his/her answer in the first step. A written answer will be given within ten (10) work days after the meeting is held or such longer period as may be agreed upon by the Superintendent and the committee.

Step No. 3: In the event no settlement is reached in Step No. 2, it shall be turned over to a representative of the International Union, who accompanied by the committee, shall meet with the Board of Education, accompanied by such other management staff as the Board of Education may elect to have present. This meeting shall be held as soon as a mutually agreeable date can be arranged. A written answer will be given within ten (10) work days after the meeting is held or such longer period as may be agreed upon by the Board of Education and the committee.

Step No. 4: In the event the matter is not resolved in Step No. 3, the grieving party shall have the right to submit the matter to the State of Michigan, Department of Consumer and Industry Services, Employment Relations Commission, requesting the assistance of a mediator, providing that notice of the grieving party's intent is given to the Superintendent within ten (10) working days from receipt of the written answer to Step 3. Failure to do so within the time allotted above will result in the grievance being abandoned.

Section 2. If the Union fails to advance a grievance to the next higher step within the time limits set forth above, the grievance will be considered to be void. If the Employer fails to give answer within the time limits listed in Step No. 3, the grievance shall be automatically moved to the next grievance step.

Section 3. In the event that either party decides that further meetings in Step No. 4 will not lead to a settlement of the dispute, the dispute may be submitted to an impartial arbitrator chosen by the parties. The party desiring to arbitrate shall so notify the other, in writing, not later than thirty (30) calendar days after the last meeting in Step No. 4. Within ten (10) work days of receipt of such notice (or further period as may be agreed to), the parties shall meet for the purpose of choosing an arbitrator. In the event the parties are unable to agree on the choice of an arbitrator, the Michigan Employment Relations Commission will be asked to submit a pool of possible arbitrators and one will be chosen according to Commission rules. All expenses of an arbitrator shall be borne equally by both parties. In order to be submitted to arbitration, the dispute must be either a disciplinary action resulting in loss of more than three (3) days paid or wrongful discharge. All other submissions to arbitration shall be by mutual agreement.

ARTICLE VIII - PAID LEAVE OF ABSENCE

Section 1. Employees will receive the following paid leave days:

| | <u>Personal Business Days</u> | <u>Sick Days</u> |
|--------------------------|-------------------------------|------------------|
| Five (5) or more hours | 3 | 9 |
| Less than five (5) hours | 3 | 9 |

- A. The above paid leave days will be granted each year for illness and personal business. Personal business days for all employees shall be earned on a one (1) day per trimester basis. Sick days shall be earned at one (1) per month. The above paid leave days will equal the normal number of hours that an employee works each day. They will also be prorated if an employee fails to complete a full school year of work.
- B. Any employee covered under this contract who has at least seventeen (17) accumulated sick days at the end of the previous year and who did not use any sick days for the entire prior school year can use three (3) consecutive days at the current school year salary and the current scheduled hours of work in order to receive pay on non-scheduled work days.
- C. An employee planning to use a personal business day(s) shall request, in writing, permission from his/her supervisor at least one (1) week in advance except in case of emergency. The purpose of a personal business day is to take care of important matters which cannot reasonably be scheduled outside of the normal work day.
- D. Personal business days shall specifically not be used for the following purposes:
 - 1) Picketing or demonstrating of any sort.
 - 2) Any absence on the first or last days of any student school year.
 - 3) Any absence on any one (1) or more days immediately prior to or following a holiday, school break or school vacation.
- E. It is recognized that there may be unusual circumstances which would justify the use of a personal business day(s) on a date which is specifically excluded. The Superintendent may grant exceptions to the above restrictions on a very limited basis.

- F. Two (2) unused personal business day may be carried to the following school year. The maximum number of personal business days shall never exceed five (5) days, for those employees who work five (5) hours or more per day and four(4) days for those employees who work less than five (5) hours per day. Two (2) carried over personal days may be used for non-student days or act of God days. If more than one (1) employee per building applies for a personal day on any given work day, the request bearing the earliest date will be approved.
- G. All leave days, with the exception of bereavement, will be deducted from the accumulated paid leave of the employee.
- H. In the event of Act of God Day(s), unexpected school closings, late start or early release, it is at the discretion of the Administration to send people home or not have them report to work as normally scheduled without financial penalty. If the Cheboygan Area Schools makes up any of these days or hours, these days or hours shall be worked without pay.
- I. Sick leave policy shall include a maximum accumulation of one hundred-twenty (120) days. Employee will continue to receive all fringe benefits while on paid sick leave.
- J. Any employee called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial or administrative matter relating to their school responsibilities (but not when brought to the hearing by themselves) shall be paid his/her full salary for such time, but not to exceed, one (1) day's normal work schedule for each day required to be in attendance or appearance. Any compensation received by the employee less any reimbursable expenses shall be immediately paid to the School District upon receipt by the employee.
- K. Employees shall be allowed up to three (3) days for bereavement leave. Such bereavement leave shall be used in connection with the death of a member of the bargaining unit member's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law. This applies to all "step" relations, (i.e., stepbrother, stepmother, etc.). Bereavement leave is paid leave and is not deducted from sick days. The supervisor, at his/her discretion and under unusual circumstances may grant additional time or apply this provision in the case of the death of a person other than those listed who may have a special relationship to the employee.

- L. The employee may use his/her leave to recover from his/her own illness or disability or for illness in the immediate family. Immediate family shall be defined as in Paragraph I in Article VII.

ARTICLE IX- UNPAID LEAVES OF ABSENCE

- A. A leave of absence without pay for one (1) year may be granted by the Superintendent upon written request. During such leaves of absence, the employee shall not advance on the salary schedule over where he/she would have been when the leave of absence began. The Superintendent shall take into consideration the following factors in deciding whether or not to approve such a request.
 - 1) Reason for the leave of absence
 - 2) Effect of the absence upon the operation
 - 3) Availability of a suitable temporary placement
- B. At least sixty (60) days prior to the expiration of a leave of absence, the employee shall notify the Employer of his/her intent to return or submit a request for an extension. The Superintendent may, at his/her discretion, grant one (1) extension of a leave of absence. No more than one (1) extension shall be granted, except for unusual circumstances. Failure to properly notify the Employer or failure to return at the completion of a leave of absence shall be considered a resignation.

ARTICLE X- SHORT TERM LEAVES OF ABSENCE

A short-term leave of absence may be granted by the Superintendent. The employee shall apply to the Superintendent for said leave of one (1) week in advance, where possible.

The following policy will apply to unpaid leave requests for vacation purposes:

- 1) The employee must have been performing his/her job satisfactorily
- 2) The request must be a rare occurrence. This is something that could not be done during normal vacation periods and not more frequently than once every five (5) years.
- 3) The maximum number of days approved in any one year is:

| | | |
|-------------------------------|---|--------|
| 1 year of experience | - | 1 day |
| 2 years of experience | - | 2 days |
| 3 years of experience | - | 3 days |
| 4 years of experience | - | 4 days |
| 5 or more years of experience | - | 5 days |

- 4) The employee must have approval from the Food Service Director prior to the request going to the Superintendent.
- 5) The request must be made thirty (30) days in advance.

ARTICLE XI- HOURS OF WORK

- A. The normal work week for the food service workers covered by this Agreement shall be set by the School District.
- B. Temporary deviations from the normal work schedule shall be approved by both the Superintendent and the Supervisor.
- C. Employees will be provided a free lunch to eat before or after the shift or at scheduled breaks. Employees who work four (4) or more hours per day shall be allowed one fifteen (15) minute paid break to be scheduled as work permits.
- D. Any employee who works over forty (40) hours per week will receive one and one-half (1½) time their regular hourly rate and on Sunday and holidays two (2) times their regular hourly rate. For purposes of computing overtime, vacation, sick pay, jury duty, bereavement leave, i.e. paid leaves, shall be counted as days worked.
- E. Employees working assignments for non-school groups in the School District outside their assigned hours or days will be paid time and a half (1½) of their hourly rate.

ARTICLE XII-FRINGE BENEFITS

- A. Health Insurance

Beginning on January 1, 2011, the Board and employee agree to a Health Savings Account (HSA) Insurance plan that provides \$1,250.00 for single and \$2,500 for two (2) or more family members for use in paying the co-pays for prescription and medical co-pays.

It is understood that either party to this contract may ask to review and/or renegotiate the health insurance plan and salary due to dissatisfaction with the high deductible policy and/or lack of savings to the school district.

It shall be agreed that the school district's financial obligation shall not exceed the current 2010-2011 school year rate; \$549.01 single, \$1,317.63 two (2) person, \$1,646.98 family. Any rate increase above the stated rates shall be split 50/50 until a new contract is reached.

Each employee is eligible to have a bi-annual physical examination paid for by the insurance policy.

A full-time employee may elect to receive, in lieu of payments towards the cost of health insurance coverage, a monthly cash payment in the amount of three-hundred seventy five dollars (\$375.00).

B. Dental Insurance.

These employees shall receive, fully paid by the Board, a dental insurance plan substantially equivalent to the present SET plan.

C. Vision Insurance.

These employees shall receive, fully paid by the Board, a vision plan substantially equivalent to the current SET plan.

D. Long Term Disability Insurance.

The Board of Education will pay 100% of the premium for a long term disability insurance program. The plan shall be the same as in the district administrator's contract in effect for the duration of this contract.

E. Life Insurance.

The Board of Education agrees to provide a Life Insurance in the amount of \$20,000.00 to all employees.

F. Part-time employees (who work less than six (6) hours a day) will receive an annual one-hundred and seventy-five dollars (\$175.00) in the 2010-2011 year to be used towards vision, dental, or hospital medical bills. This annual amount will increase to two-hundred dollars (\$200.00) in the contract year 2011-2012. This annual amount will increase to two-hundred and twenty-five dollars (\$225.00) in the contract year 2012-2013. If this amount is not used in the calendar year, it shall be carried over to the next year, as long as the employee continues to be an employee of the school district. The employees shall be allowed to submit their reimbursement at any time to the third party administrator.

ARTICLE XIII- MISCELLANEOUS

A. Those employees with ten (10) or more years of service who resign from the Cheboygan Area Schools for the purpose of retirement (MPSERS) shall receive a one-time payment of forty dollars (\$40.00) per day for sick days to a maximum of one-hundred twenty (120) days. Employees who work less than full-time (six (6) hours per day), one-hundred eighty (180) days per year) shall receive a prorated dollar amount per day (i.e., three (3) hours a day receives twenty dollars (\$20.00) a day.

B. Longevity pay for six (6) or more hours per day employees will be:

- After 5 years - \$125
- After 10 years - \$300
- After 15 years - \$525
- After 20 years - \$800

The longevity payment for employees working six (6) or more hours per day shall receive their payment the first pay period in January following their anniversary date. If the employee leaves the district prior to their anniversary date, the longevity shall be prorated.

Longevity pay for less than six (6) hours per day employees will be:

- After 5 years - 15 cents additional pay per hour
- After 10 years - 30 cents additional pay per hour
- After 15 years - 45 cents additional pay per hour
- After 20 years - 60 cents additional pay per hour

C. When an employee moves to a job that has longevity, the longevity amount to be paid to the employee will be determined by the employee's years of service with the School District and by the longevity rate of the unit the employee is moving to.

D. Two (2) uniform tops and one apron will be provided each year for all food service employees except for probationary employees. Probationary employees shall receive two (2) uniform tops and one apron after completion of the ninety (90) day probationary period. The clothing allowance spent shall not be more than seventy-five dollars (\$75.00) for all cafeteria employees. Each individual employee will determine how the clothing allowance each year will be spent within the areas of white or khaki slacks, aprons, or shoes with approval of the Food Service Director.

- E. All cafeteria employees that work in the kitchen must wear white or khaki slacks and white shoes. Cashiers must dress appropriately. No blue jeans are to be worn, or open-toed shoes.
- F. The School District will provide a clearly designated area in each school. The use of this space is restricted to non-controversial matters such as notices of meetings or announcements concerning Union activities. There shall be one area for each building.
- G. The Local Union may have the right to conduct Union elections and meetings at schools providing prior arrangements are made in accordance with the Building Use Policy of the School District. For such purposes the Union shall be considered a "School Related Activity."
- H. Employees who are elected to a political office in the municipal, county, state or federal government or appointed to public office will be granted a leave of absence, without pay, fringe benefits and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the School District at the conclusion of each term of office and prior to commencing another term of office. This shall not apply to short leaves of absence in which case there shall be only loss of pay. This language shall only apply for two (2) terms in office.
- I. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.
- J. The School District will pay for any continuing education or schooling that is required of employees and have in-service training as needed. Any special training, such as Homeland Security, that involves the safety of the employees and the students shall be made to all employees with pay.
- K. The Board also agrees to provide for payroll deductions for the United Fund, the Credit Union, annuities, and other programs mutually agreed upon by the parties when ten (10) or more employees of the School District sign forms for payroll deduction from the same company (vendor). Current payroll deductions will be honored regardless of the number of current participants.
- L. A bargaining unit employee who is notified of layoff at the conclusion of the regularly scheduled school work year and is subsequently recalled for work in the next regularly scheduled school work year or a bargaining unit employee who is not laid off at the end of the school year and continues his/her position at the beginning of the next school year, and who is paid unemployment compensation benefits during the summer recess period

between the two (2) school work years shall be paid at an hourly wage rate during the school year immediately following such that the amount of wage compensation earned for the scheduled school work year of the employee plus the unemployment compensation the employee received will not be more than the wage compensation the employee would have earned for the scheduled school work year had the employee not received unemployment compensation.

- M. The attached "Consent Form for Drug Screening" will be completed by each bargaining unit member.

The Board may require that a bargaining unit member have an immediate blood alcohol test or other substance abuse test by a physician chosen by the Board at the Board's expense if there is reasonable suspicion. The results would be given to the Board administrator and the employee.

- N. During the school year, any activity that requires the use of kitchen equipment (i.e., oven, stove, mixer, dishwasher) shall require the hiring of a cook from that particular school building. If no cook is available, a cook from another building shall be hired using the seniority list for the rotation. This activity may be at a corresponding school building or off school premises. This clause shall not apply for any out of school year activities.

ARTICLE XIIV-WAGES

SUPERVISING COOK

- A. Five-hundred fifty dollars (\$550.00) stipend for sub calling each year. The calling is to be done out side normal working hours except in the case of an emergency.
- B. The supervising cook and building cooks will receive an additional fifteen (15) minutes of scheduled work per day at the end of their current work schedule to complete the "order of food" paperwork. However, if technology software is used to eliminate this paperwork, the additional fifteen (15) minutes of work per day will be eliminated.

C. SUPERVISING COOKS

| <u>BASE</u> | <u>1.5%</u> <u>2010-2011</u> | <u>1.5%</u> <u>2011-2012</u> | <u>2%</u> <u>2012-2013</u> |
|-------------|---------------------------------|---------------------------------|-------------------------------|
| \$12.66 | \$12.85 | \$13.04 | \$13.30 |

D. BUILDING COOKS

| <u>EXP STEPS</u> | <u>BASE</u> | <u>1.5%</u> <u>2010-2011</u> | <u>1.5%</u> <u>2011-2012</u> | <u>2%</u> <u>2012-2013</u> |
|------------------|-------------|---------------------------------|---------------------------------|-------------------------------|
| 0 | \$11.32 | \$11.49 | \$11.66 | \$11.90 |
| 1 | \$11.62 | \$11.79 | \$11.97 | \$12.21 |
| 2 | \$11.93 | \$12.11 | \$12.29 | \$12.54 |

E. CAFETERIA, ASSISTANT/CASHIERS/DISHWASHERS/STOCK PERSON

| <u>EXP STEPS</u> | <u>BASE</u> | <u>1.5%</u> <u>2010-2011</u> | <u>1.5%</u> <u>2011-2012</u> | <u>2%</u> <u>2012-2013</u> |
|------------------|-------------|---------------------------------|---------------------------------|-------------------------------|
| 0 | \$9.14 | \$9.28 | \$9.42 | \$9.60 |
| 1 | \$9.31 | \$9.45 | \$9.59 | \$9.78 |
| 2 | \$9.36 | \$9.50 | \$9.64 | \$9.84 |

ARTICLE XV- DURATION

Section 1. The terms of this Agreement will become effective July 1, 2010, and will continue through and including June 30, 2013. The Agreement will then be automatically renewed, for additional periods of one (1) year, unless either party notifies the other party at least sixty (60) days before any expiration date of its desire to terminate the Agreement.

Section 2. Any notice required by this Agreement must be by certified mail, and will be considered completed at the time of mailing, if by the Employer to the United Steelworkers, 13233 Hancock Drive, Taylor, Michigan 48180-4766, and if by the Union to Cheboygan Area Schools Board of Education, P.O. Box 100, Cheboygan, Michigan 49721. Either party may, by like notice, change the address to which notice to it must be given.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and representatives, have subscribed their names as of the effective date provided above.

CHEBOYGAN AREA SCHOOLS

UNITED STEELWORKERS,
Cheboygan, Michigan AFL-CIO-CLC

Eric R. Becks, President

Leo W. Gerard, President

Keith A. Moore, Vice President

Stanley Johnson, Secretary-Treasurer

Annette M. Eustice, Treasurer

Thomas Conway, Int'l V.P., Administration

Robert J. Merrick, Secretary

Fred Redmond, Int'l V.P., Human Affairs

George N. Pike, Trustee

Michael Bolton, District 2 Director

Craig A. Duncan, Trustee

Al Firby, USW Staff Representative
LOCAL UNION # 9998

Roger Cronk, Trustee

Roxann Dean, President

Mark Dombroski, Superintendent

William Jones, Vice President

Sue Engstrom, Food Service Manager

Susan Robydek Committee

Sharone Jewell, Committee

Mary Boyea, Committee

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APPROVED BY BOARD 10/11/10

FOOD SERVICE WORKERS

**CONTRACT BETWEEN THE
CHEBOYGAN AREA SCHOOLS BOARD OF EDUCATION**

AND

**THE UNITED STEELWORKERS AFL-CIO-CLC
ON BEHALF OF LOCAL #9998**

JULY 1, 2010-JUNE 30, 2013

