

AGREEMENT BETWEEN
BOARD OF EDUCATION
of
SAULT STE. MARIE AREA PUBLIC SCHOOLS

And

LU 13569-03
COOK BARGAINING UNIT
of
UNITED STEEL WORKERS, AFL-CIO

July 1, 2011 to June 30, 2014

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**SAULT STE. MARIE AREA PUBLIC SCHOOLS
SAULT STE. MARIE, MICHIGAN**

SCHOOL LUNCH PERSONNEL AGREEMENT

July 1, 2011 to June 30, 2014

THIS AGREEMENT, effective July 1, 2011 by and between the BOARD OF EDUCATION, Sault Ste. Marie, Michigan, hereinafter called the "EMPLOYER" and the UNITED STEEL WORKERS, AFL-CIO, on behalf of the Local Union 13569, hereinafter called the "UNION".

WITNESSETH: WHEREAS, The parties hereto have reached an agreement for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promoting harmony and efficiency to the end that the parties hereto may mutually benefit, the parties hereto covenant and agree as follows:

ARTICLE I

MANAGEMENT RIGHTS

SECTION 1 - Management Rights - The Board, on its own behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities, and the work-related activities of its employees; 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; and the exclusive right to plan the work, direct the work force, determine qualifications as referred to in this Agreement, hire new employees, and discipline employees for just cause.

The Employer agrees not to use their management rights for the purpose of discrimination and any grievance arising out of the exercise of this right and responsibility shall be subject to the grievance procedure. This section is not to conflict or disagree with the Agreement between the parties or any State or Federal Law.

ARTICLE II
RECOGNITION

SECTION 1 - Recognition - The Union shall be and is hereby recognized as the sole and exclusive collective bargaining agency for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the employees of the Employer as defined in this paragraph. The term Employees, as used in this Agreement, shall mean all school lunchroom employees with the exception of supervisors as defined in ACT 379. The District shall not negotiate individually with any bargaining unit member concerning wages, hours, terms or conditions of employment.

SECTION 2 - Non-Discrimination - The employer recognizes and will not directly or indirectly interfere with the rights of employees to be members of the Union and will not discriminate against employees on account of Union membership or activity. Neither the Union nor any of its members will intimidate or coerce any employee or interfere with his/her right to work because of his/her refusal to participate in Union membership or activity. However, the Employer and Union agree to any agency shop provision whereby all employees presently in the bargaining unit and all new employees upon completion of probation will be required as a condition of employment to remit to the Union monthly the amount of the regular monthly dues and initiation fee or a service fee established by the Union.

SECTION 3 - Union Dues - Where so authorized or directed by the employee in writing on a mutually agreed upon form, the Employer will deduct each month the sum of the employee's dues, initiation fees and legal assessments, if any, in amounts designated by the Union, or a service fee established by the Union, and remit the same to the International Treasurer at the address which he authorizes for this purpose. The check shall be accompanied by a list of names showing dues, etc., deducted or the reason for no deduction. A copy of said list shall be furnished to the financial secretary of the local Union.

SECTION 4 - School Facilities - The Union shall have the right to use school facilities, as approved by the administration, for union-related meetings. Telephones and inter-school mail will

be available for legitimate union business. Any costs associated with the use of the Employer's telephones will be reimbursed by the Union.

SECTION 5 – Staff Performance Recognition - The Board of Education will recognize employees who have demonstrated outstanding individual and/or team performance. The district shall establish a Board Policy and Administrative Guideline for such staff recognition.

ARTICLE III

REPRESENTATION AND GRIEVANCE PROCEDURE

SECTION 1 – Definition -

- a. A grievance is an oral and/or written complaint upon an event or condition, which is allegedly in violation of this Agreement.
- b. The grievant is the person or persons making this claim.
- c. The term days mean working days.

SECTION 2 - Grievance Committee - 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 consisting of three members, all of whom shall be employees of the Employer. The Union shall furnish the Employer with the names of the grievance committee members and the Employer agrees to deal with these representatives of the union in settling grievances and in bargaining under this Agreement.

SECTION 3 - Grievances - Employees attending mutually arranged grievance meetings will not lose any regular pay nor be paid extra for time spent outside of the regularly scheduled hours.

Any step of the grievance procedure may be extended by mutual written agreement between the parties.

A matter involving two or more employees and the same issue, may be submitted by the Union as a class action grievance in writing within ten (10) working days of the event giving rise to the

grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employees involved.

SECTION 4 - Grievance Procedure - Grievances shall be taken up for adjustment in each case as necessary as follows:

In order to be considered in the grievance procedure, a grievance must be filed not later than ten (10) working days after the event giving rise to the grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved.

STEP # 1:

An employee who has a grievance concerning his/her employment should promptly, and in no event later than ten (10) working days after occurrence, inform orally his/her immediate supervisor. The Supervisor shall then set a place and time within the next two (2) working days for an oral presentation of the grievance. If the aggrieved employee wishes, a grievance committee member may assist the employee in the oral presentation.

If the aggrieved employee does not receive a satisfactory answer within two (2) working days after the oral presentation, the grievance may be submitted in written form to the immediate supervisor to be submitted to the Superintendent or his/her designee at Step #2, provided the submission is made within five (5) working days following an unsatisfactory answer at Step #1 or lack of answer thereof.

STEP #2:

Upon receipt of the written grievance, the Superintendent or his/her designee shall set a hearing to be held within ten (10) working days from the date the written grievance is submitted. The aggrieved employee may have the assistance of the Grievance Committee represent them at the hearing.

If the aggrieved employee does not receive a satisfactory answer or no answer within five (5)

working days after the written grievance is heard in Step #2 by the Superintendent or his/her designee, the union may request that the written grievance be submitted to Step 3.

STEP #3:

Upon receipt of the appeal from Step 2, the Superintendent or his/her designee shall schedule a Step 3 meeting to be held within ten (10) working days. The aggrieved employee shall have the assistance of the Grievance Committee at the hearing as well as a representative of the International Union.

If the aggrieved employee does not receive a satisfactory answer or no answer within ten (10) working days after the written grievance is heard in Step 3 by the Superintendent or his/her designee, the Union may give written notice to the Superintendent of its intentions to go to arbitration.

STEP #4:

Within ten (10) working days from receipt of the Step #3 answer, or lack of answer thereof, either party may request the Michigan Employment Relations Commission to assign a Mediator to assist in resolving the grievance.

In the event that neither party requests mediation, or if mediation services are unavailable or unsuccessful, either party may file for arbitration to the Michigan Employment Relations Commission with a copy of the notice sent to the other party.

Either party desiring to arbitrate will notify the other party in writing setting forth the matter or matters to be arbitrated. The arbitrator shall be selected in accordance with the rules of the Michigan Employment Relations Commission, except each party shall have the right to peremptorily strike not more than three names from the list of arbitrators. The Union shall strike the first name; the District shall then strike one name. This process shall be repeated three times.

The decision of the arbitrator will be final and binding on the parties. The arbitrator will have no power to add to, detract from, or modify the Agreement, and the subject of a general wage increase shall not be subject to arbitration. The expense of the arbitrator will be borne equally by the parties

hereto. A grievance, to be subject to arbitration, must involve the meaning or application of the Agreement or an alleged violation thereof. Employees attending grievance meetings shall not be paid extra nor lose time while attending such meetings.

The Committee shall have the right to call in a Representative of the International Union at any time. The Chairman of the Grievance Committee will be permitted a reasonable amount of time away from his/her work with pay to assist in the adjudication or investigation of grievances or complaints. He/she shall attempt to perform such duties at such times as will have a minimal effect on his/her work and will secure the consent of the Supervisor before leaving his/her job. Such consent shall not be arbitrarily withheld.

Expedited arbitration may be utilized by mutual agreement of both parties.

ARTICLE IV

DISCHARGE AND SUSPENSION

SECTION 1 - Discharge and Suspension - An employee discharged or suspended, who considers such discharge or suspension without good cause may present a grievance within ten (10) working days of such action, as provided in Article III, Section 3, to the Third step in the grievance procedure.

ARTICLE V

SENIORITY, PROMOTIONS AND LAYOFFS

SECTION 1 - Seniority and Qualifications - The parties recognize that job opportunity and security should increase in proportion to the ability to perform the work and to the length of service of the employee within the bargaining unit. The parties agree that in all cases of promotion, demotion, transfer, recall, layoff, and the filling of vacancies, the following factors will be considered:

- a. ability (qualifications) to perform the available work
- b. seniority
- c. physical fitness for the work.

Factor (a), ability or qualifications, will be determined by the Employer as well as (c) physical fitness to perform the work. In the event that (a) and (c) factors are relatively equal, (b) seniority will be their determining factor in all cases of promotion, demotion, transfer, recall, layoff, and filling of vacancies. When a tie in seniority occurs, the employee eldest in age will be given seniority preference.

Employees who feel that discrimination has occurred relative to the selection of a person to fill a vacancy on the basis of qualifications will have the right to file a grievance within the framework of the grievance procedure as outlined in Article III.

In the event of a reduction in the force that necessitates the layoff of any employee from the system, the employee(s) with the least seniority in a job classification will be the first to be laid off, keeping in mind that the remaining employees must be qualified to perform the work.

An employee released under the above who has seniority enough to avoid layoff by displacing another person with less seniority, and who has held a position in higher classification within the district will be permitted to exercise seniority rights into the classification previously held, provided she/he is qualified to perform the work of the employee she/he seeks to displace.

Any employee placed in a new position in accordance with procedures of Section 1 above shall be afforded a four week qualification and training period. Any employee awarded a position or bumping into a position will have the option of returning to their previous job within twenty (20) working days if they find they are not suited for the job.

Employees on layoff will be placed at the top of the substitute list and given priority status and will be paid the regular union rate of pay for the job they are performing. Employees who are collecting unemployment compensation benefits agree to forfeit their eligibility for such benefits for the day(s) they are called to work and do not report for work.

SECTION 2 - New Employees - New employees shall be on probation for a period of one hundred twenty (120) working days before they accrue any seniority rights. The right to release such

employees during this period shall be vested exclusively in the Employer regardless of other provisions of this Agreement. Probationary employees retained in excess of one hundred twenty (120) working days shall have seniority from the day of hire. If a vacancy is posted within the bargaining unit during an employee's probationary period, the employee will be permitted to bid providing they meet the prescribed qualifications, however, their selection shall be at the sole discretion of the District without recourse to the grievance procedure. If the employee is selected for the promotion, a new one hundred twenty (120) day probationary period will be required.

SECTION 3 - Permanent Vacancy - Jobs will be posted for six (6) working days, and within ten working days after the actual occurrence of a permanent vacancy, a notice will be electronically mailed to all members of the bargaining unit and sent electronically to building secretaries to print and place in member's mailboxes indicating the vacancy. A paper copy will be sent by U.S. mail during the summer months or when an employee is on vacation to the address on file. The notice will contain the position description, its location, and hours when less than full time. All positions will be abolished and re-bid that have a minimum change of any minutes or hours per day in assignment, and when there is a change in primary duties. The senior employee with the necessary qualifications who bids the job will be awarded the position. When awarded a bid, employees will be moved within twenty (20) working days.

When temporary vacancies occur because of vacations, illness, etc., the qualified senior employee will be advanced to fill the position from the shift or building where it occurs.

Should the position remain vacant after the bidding process, a new employee will be hired in a reasonable amount of time.

SECTION 4 - Seniority - Seniority when referred to in this Agreement shall be either district seniority or unit seniority. District seniority shall mean the amount of seniority accumulated by the employee as a regular employee of the school district, whether outside or within the bargaining unit. Unit seniority shall mean the amount of seniority accumulated by the employee within the bargaining unit.

For employees hired on the same date, the employee's birth date will determine seniority with the oldest being senior.

SECTION 5 - Loss of Seniority - Seniority shall be broken only by discharge, voluntary quit, retirement, or layoff for more than two (2) years or not returning from a leave of absence within two (2) years. In the event of recall, a laid off employee shall be given one week's notice of recall by certified mail to the employee's last known address. In the event the employee fails to make him/herself available for work at the end of said one (1) week without just cause, all seniority rights shall be lost under this Agreement.

If the employee is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence, if it was possible for such notice to be given, the employee shall lose all seniority rights under this Agreement.

A bargaining unit member who accepts a position with the Employer in another bargaining unit of the United Steel Workers, AFL-CIO, will have their seniority in the bargaining unit frozen as of the first day they accept the position in the other bargaining unit. An employee who transfers to an excluded position with the Employer has one (1) year to indicate in writing to the employer of their wishes to return to their former position in the bargaining unit and must return within such one (1) year period. Without this notification the employee shall be severed from the union.

SECTION 6 - Temporary Workers - The parties recognize that it is necessary to employ temporary workers at times. A temporary worker shall be defined as one who is hired for a specific project not to exceed sixty (60) calendar days without the intent on the part of the employer to reemploy her/him after the temporary job is completed. Such temporary workers shall accrue no seniority, but if later hired permanently, will be given a retroactive seniority date computed by counting back from the permanent hiring date the actual number of days worked as a temporary employee during the year preceding the date of permanent hire in a capacity of work covered by this Agreement.

SECTION 7 - Substitute Workers - The parties recognize that it is necessary to employ substitute workers at times. A substitute worker shall be defined as one who is hired to replace Union members who are absent from work because of an approved leave or due to illnesses, vacations, resignation, or dismissal. Such substitute worker shall accrue no seniority but, if later hired permanently, will be given a retroactive seniority date computed by counting back from the permanent hiring date the actual number of days worked as a substitute employee during the year preceding the date of permanent hire in a capacity of work covered by this Agreement.

SECTION 8 - Handicapped - The parties agree that employees handicapped by physical impairment in manner or degree to restrict their ability to perform assigned work should receive special consideration under the seniority provision. An employee asking for such consideration shall produce satisfactory medical evidence as to the disability.

Seniority provisions may be altered or waived with respect to such employees as mutually agreed upon between the Employer and the Union. The provisions hereunder shall not be applicable to employees eligible for retirement.

ARTICLE VI

HOURS OF WORK

SECTION - 1 Hours of Work - The hours of work are as shown in Appendix "D". The administration will continue to work out a system to place vacation and sick leave balance on paycheck stubs. The employees shall have one (1) fifteen (15) minute break for each four (4) hours worked. The Employer will continue to provide a paid thirty (30) minute lunch period for the employees. However, if employees eat meals produced by the school, they will be expected to pay the full adult lunch or breakfast charge for such meals.

SECTION - 2 Non-school Lunch Activities - Assignments for banquets, meals, receptions, in-services, or similar functions that require additional hours will be based on seniority, but will not cause overtime. If overtime must occur, the overtime hours will be offered based on seniority. No changes in regularly scheduled hours will be made to prevent overtime from occurring for these activities.

ARTICLE VII

WAGES

SECTION 1 - Wage Rates - The wage rates for all job classifications covered hereunder are shown on the Wage Schedule attached hereto and made a part hereof as Appendix "C". The Board of Education will pay the employer's contribution to the Michigan Public School Retirement Fund.

All unit members will receive their payroll compensation by direct deposit.

SECTION 2 - Overtime - Time and one-half will be paid for all hours worked in excess of forty (40) hours per week. Employees called back to work shall be entitled to a minimum of two (2) hours of pay either regular or overtime as necessitated by the forty (40) hour week limit. Overtime assignments will be based on seniority in each building.

SECTION 3 – Compensatory Time – Bargaining unit members may be granted time off with pay rather than receiving overtime pay. All hours granted as time off with pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek are to be considered as compensatory time and scheduled as one and one-half (1½) hours for each overtime hour worked. An employee may not accrue more than 100 hours of compensatory time. There shall be a uniform method of recording the earning and usage of compensatory time.

The use of compensatory time must be arranged by mutual agreement between the employer and the employee and used when school is not in session or when mutually agreeable with the supervisor.

An employee who has accrued compensatory time shall upon termination of employment, be paid for the unused compensatory time at the regular rate earned by the employee at the time the employee received such payment.

SECTION 4 - Shift Differential - Employees assigned to first shift at the high school will be receiving a shift differential of thirty-five (35) cents per hour worked until 9:30 a.m. If hours of the

first shift are substantially varied, the parties involved will promptly review the shift differential. The thirty-five (35) cents per hour shift differential applies only to those hours that do not overlay the day shift.

SECTION 5 - Temporary Transfers - An employee temporarily transferred to a higher rated position for a temporary period for vacation relief, sick relief, et cetera, herein shall be paid at the higher rate while so employed. An employee temporarily transferred to a lower rated position for the convenience of the Employer shall receive his/her regular wage.

SECTION 6 - Cook Coordinators - Should the Cook Coordinator be required to fill in for the Food Service Director on a temporary basis, the Cook Coordinator will be paid 20 cents (\$.20) per hour in excess of the hourly rate for up to eight (8) hours per day. This provision will be invoked only when the Food Service Director is unavailable for one day or more.

If overtime is required, it will be authorized in advance by the Food Service Director or in her absence, by the Director of Personnel and will be paid based on her regular rate.

SECTION 7 - Inclement Weather - If due to inclement weather or other emergency conditions, the school district is closed down by order of the Superintendent, bargaining unit members will not lose time or pay providing they are in pay status and are scheduled to work. Employees who report for work because of essential services requirements, shall be compensated at one and one-half times their regular rate of pay, or at the employee's option, with the approval of the supervisor, equivalent time off work at the rate of time and one-half, with pay at a later date. At the beginning of the school year, the Employer shall inform employees who are assigned to "essential service positions." When a delay is called for inclement weather, first shift cooks who are present and working will receive overtime pay for the actual hours they work during the delay. A two (2) hour delay during and eight (8) hour shift would result in six (6) regular hours and two (2) overtime hours.

ARTICLE VIII
HOLIDAYS AND VACATIONS

SECTION 1 – Vacation - Employees will be granted vacation days at the rate of one advanced day per month worked within a given year. A Vacation day will consist of the number of hours paid for a regular workday.

First year through fourth year	11 days
Beginning with fifth year through ninth year	12 days
Beginning with the tenth year through fourteenth year	15 days
Beginning with fifteenth year	16 days

- a. Vacation days shall not be granted for the first or last day of the school.
- b. An employee may take unused vacation time during the school year based on availability of subs and special permission of immediate supervisor and the Director of Personnel on a limited basis, with five (5) days prior notification in advance of anticipated leave time. All unused days will be paid on June 30.
- c. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
- d. The vacation day will consist of the number of hours paid for a regular workday for each employee.

SECTION 2 – Vacation Proration - Upon resignation, termination of services, or transfer to a position requiring fewer hours or weeks of employment, employees shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance was earned.

SECTION 3 - Holidays - The employees will be entitled to the following holidays off at straight time pay for the number of hours they are scheduled to work on a normal working day for the following days only if normally scheduled to work the week of the holiday: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, and July 4th. Holidays occurring during Christmas and spring break are not subject to this limitation. Should

any of the holidays fall on a Saturday or Sunday, the employees will be granted a compensatory day when not scheduled to work.

ARTICLE IX
LEAVE OF ABSENCE

SECTION 1 - Sick Leave - Employees will be granted 1.22 days of sick leave for each month of employment for personal illness, with a maximum of fifteen (15) days per year. Sick leave for these persons is subject to unlimited accumulation. All members should make every effort to schedule dental and doctor appointments during non-working hours.

SECTION 2 - Business Leave - Two days personal business leave (non-accumulative) are available to employees. Personal business leave requests must be in writing and submitted at least five (5) working days in advance of the anticipated absence and are not deducted from earned sick leave. In cases of emergency, the employee shall inform the Personnel Office as soon as possible.

10 and 11 month employees - Sick leave and personal leave may only be taken when an employee is actually at work or scheduled to work and not on leave or vacation except that:

- a. Sick leave will be granted to employees on vacation upon presentation of a doctor's certificate.
- b. Personal leave may be used by 10 month employees to cover time off during scheduled school calendar breaks if the employee has not earned enough vacation to be paid for the days.

SECTION 3 - Family Illness - Employees shall be allowed five (5) days for illness in the immediate family, three (3) days are non-accumulative, and two (2) days may be deducted from sick leave. Immediate family shall be interpreted as husband, wife, mother, father, sister, brother, children, grandchildren, father and mother-in-law, and grandparents of member or spouse, this also includes a dependent living in the immediate household. The term household is interpreted as those who dwell under the same roof and comprise a family or domestic establishment.

SECTION 4 - Funeral Leave - An employee shall be allowed up to five (5) days with pay as funeral leave, not deducted from sick leave and non-accumulative, for a death in the immediate family. Immediate family is defined as spouse, parent, parent of spouse, brother or sister, child or his spouse, step child, grandchild, grandparent of employee or spouse, or dependent relative living in the employee's household.

Employees shall be allowed up to three (3) days with pay as funeral leave, not deducted from sick leave, for the death of a brother-in-law, sister-in-law, aunt or uncle of employee or spouse. An employee may be allowed to use accumulated vacation days, with approval of the District, if additional days are needed.

SECTION 5 - Jury Duty or Witness - An employee who serves on jury duty or witness will be paid the difference between their pay for jury or witness duty and their regular pay. Employees shall furnish a written statement from the court showing the day and time of jury or witness duty and the amount of fees they were eligible to receive for each day.

SECTION 6 - Maternity/Child Care Leave - An employee desiring sick leave for maternity purposes will submit a written request accompanied by a doctor certificate. The member shall be eligible to return to work upon filing a physician's statement that the member is physically fit for regular employment.

Child care leave without pay will be granted at a time requested in writing by the employee for a period not more than one (1) year subsequent to the birth/adoption of said child.

SECTION 7 - Worker Compensation - All lunch room employees are covered under the Michigan Worker Compensation Act. An employee suffering disability as a result of employment with the Employer shall be paid wages by the Employer by the amount that the total Worker Compensation plus wages will equal the employee's normal earnings. Such payment shall commence with the day the employee is unable to work and shall continue for the period of disability or until the Employer has paid in an amount equal to the employee's accumulated sick leave, whichever is the lesser. If the employee subsequently received Worker Compensation for

time lost during the first week of disability, as provided in the Act, he shall promptly reimburse the Employer for the amount received as compensation for this first week of work. The accumulated sick leave credited to the employee will be reduced by the amount paid hereunder.

SECTION 8 - Leave of Absence - The Board of Education may consider a leave of absence without pay for one (1) year with the possibility of one extension for a second year. An employee desiring a leave of absence shall file a written request for such leave with the Director of Personnel outlining the reason for such request and the duration of the leave requested and a copy of said request shall be sent to the recording secretary of the Local Union.

Leave of Absence will only be granted for good cause and no leave will be granted for the purpose of working elsewhere. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for a pre-determined time period and the employee will either:

- a. return to work at the expiration of a leave
- b. request and receive an extension of such leave
- c. terminate his employment on the date the leave expires.

An employee on leave of absence will forfeit any right to bid on vacancies that may occur during such leave and will have no inherent right to any promotions that occur during such leave upon return to work.

During any authorized leave of absence without pay of more than fifteen (15) consecutive calendar days, a member will not accrue sick leave nor be eligible for any fringe benefits paid by the Board including but not limited to hospitalization.

An employee shall not accumulate seniority while on an unpaid leave of absence.

Upon return to work after a leave of four (4) months or less, the employee will be returned to the job last held before such leave. An employee returning from a leave of four (4) months or longer

will be placed in the job formerly held if possible or as an alternative, may be placed on another position at equal pay.

SECTION 9 - Medical Leave of Absence – The Board of Education may consider a medical leave of absence without pay for one (1) year with the possibility of one extension for a second year for an employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick leave and vacation leave.

An employee desiring a medical leave of absence shall file a written request for such leave with the Director of Personnel including evidence of disability satisfactory to the District. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for the period of continuing disability, but not to exceed one (1) year, and the employee will either:

- a. return to work at the expiration of a leave
- b. request and receive an extension of such leave
- c. terminate his/her employment on the date the leave expires.

An employee on leave of absence may bid on vacancies, which occur during such leave; however, they must be able to assume the position within ninety (90) calendar days of the award date.

During any authorized leave of absence without pay of more than fifteen (15) consecutive calendar days, a member will not accrue sick leave.

During any medical leave of absence granted, the employee shall continue to accumulate seniority.

Upon return to work after a leave of four (4) months or less, the employee will be returned to the job last held before such leave. An employee returning from a leave of four (4) months or longer

will be placed in the job formerly held if possible or as an alternative, may be placed on another position at equal pay.

SECTION 10 - Retirement - Employees hired prior to July 1, 1995, upon completion of fifteen (15) years consecutive service with the Employer, and who are eligible for Michigan Public Schools Retirement benefits, will be entitled to one (1) month's pay at his/her established rate, upon actual retirement under the retirement plan payable into the deferred compensation plan agreed to by the Group and Administration each Fall.

SECTION 11 - Unused Sick Leave - Those employees who have accumulated unused sick days in excess of 100 days will receive upon retirement, a one-time payment for the number of unused sick days accumulated during their last six (6) years of employment payable into the deferred compensation plan agreed to by the Group and Administration each Fall according to the following procedure:

\$40.00 per day for those employed at least five (5) hours or more per day.

\$25.00 per day for those employed for four (4) hours per day.

\$20.00 per day for those employed for three (3) hours per day.

\$15.00 per day for those employed for two (2) hours per day.

\$10.00 per day for those employed for one (1) hour per day.

ARTICLE X

INSURANCE

SECTION 1 - Insurance – The Union in conjunction with the other USWA groups reserves the right to modify the insurance coverage or change carriers subject to the insurance caps listed in Section 11. Insurances will start the beginning of the month after the first day of work.

SECTION 2 - Health Insurance - The Board of Education will provide United Steelworkers Medical Insurance coverage. Coverage is available for twelve (12) months to all employees working the full school calendar. Any person whose employment terminated prior to a contractual

period will receive prorated benefits for the time worked. In such cases coverage shall be for the months of employment.

SECTION 3 – Insurance Coverage for Part-Time Employees - Employees, except those hired after March 1, 1999, as in Section 10, who work less than thirty (30) hours per week, shall be eligible to receive the insurances defined in this article on a prorated basis.

SECTION 4 - Life Insurance - The Employer will provide Life Insurance coverage, including double indemnity for accidental death and dismemberment, in the amount of \$20,000.00 covering each employee during the length of this contract.

SECTION 5 - Dental Insurance - The Employer will provide full family subscriber incentive plan dental insurance.

SECTION 6 - Prescription Drug Plan - The Board of Education will provide United Steelworkers Premier Prescription Drug Program Insurance coverage for all employees eligible for fringe benefits.

SECTION 7 - Vision Insurance - The Board of Education will provide United Steelworkers Vision Plan insurance coverage for members of the bargaining unit.

SECTION 8 – Long Term Disability – The District agrees to provide a Long Term Disability insurance plan for all bargaining unit members, such coverage starting after 180 calendar days of disability, at the rate of sixty percent (60%) of the employees monthly salary at the date of disability, up to a maximum monthly benefit of \$2,500.00 with a modified fill. Monthly benefits shall continue until death, age 65, or recovery, and for a maximum of two (2) years for alcoholism/drug addiction or mental/nervous reasons. All claims are subject to the provisions of the insurance underwriter. Any and all disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

SECTION 9 - Annuity or Payment in Lieu of Insurance Coverage - Any employee eligible for health insurance at the District's expense, but who elects not to be covered by said insurance, shall be entitled to a payment or annuity of \$160.00 per month for any month during which health insurance is not provided for said employee at the District's expense. Any employee eligible for dental and vision insurance at the District's expense, but who elects not to be covered by said insurances, shall be entitled to a payment or annuity of \$10.00 per month for any month during which dental and vision insurance is not provided for said employee at the District's expense.

SECTION 10 - Insurance Coverage – Part-time employees hired after March 1, 1999 who elect coverage, are eligible for coverage based on the following participation rate

Employees scheduled to work 6.00 hours to 6.69 hours per day may elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 70% of the insurance caps toward such coverage.

Employees scheduled to work 6.70 hours to 7.79 hours per day could elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 80% of the insurance caps toward such coverage.

Employees scheduled to work 7.80 hours to 7.99 hours per day could elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 90% of the insurance caps toward such coverage.

<u>SECTION 11 - Insurance Caps -</u>	<u>Hired prior to 7/1/11</u>	<u>Hired after 7/1/11</u>
Health, Vision & Dental	1 Person \$ 536.00 (monthly)	\$430 (monthly)
	2 Person 1,300.00	\$916
	Family 1,495.00	\$1,250

It is agreed that everyone taking insurance will pay at least ten percent (10%) in school year 2011-2012 for the best practice legislation.

The employee co-pay will be equal to any costs over the above rates and will be deducted from the bargaining unit member's pay by payroll deduction. The Board agrees to maintain a qualified IRS Section 125 *Cafeteria* Plan that the bargaining unit member may enter into; employee portions will be deducted by a salary reduction agreement. In the event the said options become taxable, the Board shall not be liable for said taxes.

Should the cost of insurance for the group fall below this amount, the savings will be divided among all the United Steelworkers eligible for insurance (the group). The actual insurance costs will be computed in June as soon as the June bill is final and compared to what the total would have been for the group for the year. The savings will then be divided equally among the members eligible for insurance. The year shall be considered July 1 – June 30, the same as the district's fiscal year. The savings will be calculated and paid, if savings exist, each year of this contract. Any and all taxes and retirement costs associated with the payment shall be the responsibility of the employee. The savings shall be paid to the employees through the payment plan agreed upon by the group and the administration each Fall. Any member who leaves employment prior to June or who starts employment after July shall be entitled to a pro-rated amount for this payment based on the months the member was employed.

For example, should the yearly savings for the group amount to \$336,600 and there are 99 members in June that are eligible for insurance, each would receive \$3,400 less any and all taxes and retirement costs.

ARTICLE XI

MISCELLANEOUS

SECTION 1 - Safety - The Employer agrees to furnish rubber gloves and hairnets and other necessary devices to provide for the health and safety of the employees while at work.

SECTION 2 - Non-Discrimination - The Employer and the Union agree that they will in no way

discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or disability, or place of residence. Provisions of this Agreement will be administered without discrimination towards bargaining unit members by either party. It is understood that each bargaining unit member is entitled to full rights of citizenship in employment.

In compliance with the Civil Rights Act of 1964 and 1972, and the Rehabilitation Act of 1973, as amended, there shall be no discrimination in any of the bargaining unit positions because of race, religion, sex, age, national origin, or handicap. The selection of individuals for transfer, promotion or hire will be based on equal experience, ability and seniority to perform all duties and responsibilities of the positions as required by the job descriptions.

SECTION 3 - Invalidation - In the event that any portion of this Agreement shall become invalid because of a change in any applicable statute, enactment of a new statute, or a decision of any court of competent jurisdiction, that portion of the Agreement shall be invalid but other portions of the Agreement shall remain in full force and effect. The parties agree to confer for the purpose of replacing the invalid portion, keeping in mind the original intent of the parties.

SECTION 4 – Emergency Manager – An Emergency Manager appointed by law may reject, modify or terminate the Agreement as provided by law. This clause is included in this Agreement because it is legally required by state law. By signing this Agreement, the Union does not waive any right it may have to challenge whether this clause is binding upon the union or the employer. The Union reserves all rights to assert that this clause is unenforceable.

ARTICLE XII

TENURE


THIS AGREEMENT shall be in full force and effect from July 1, 2011, until June 30, 2014, and shall renew itself for annual periods thereafter unless either party shall notify the other of a desire to modify or terminate the agreement.

Such notice shall be given no less than ninety (90) days prior to any anniversary date or expiration date by Registered or Certified Mail and if by the Union be addressed to Board of Education, 876 Marquette Avenue, Sault Ste. Marie, Michigan 49783, and if by the Employer, to the USW Sub-District Office, Suite 10, 503 N. Euclid Avenue, Bay City, MI 48706-2965. Either Party, by like written notice, may change the address to which notice is sent.

The following language will be Effective July 2011 with the next agreement. **This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. This includes any letters of agreement not attached hereto. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.**

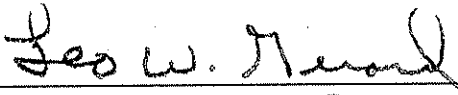
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

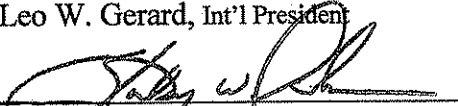
Sault Ste. Marie Board of Education

BY 
Superintendent of Schools

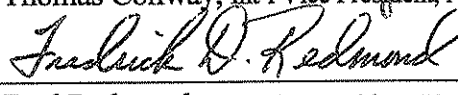
BY 
Director of HR & Operations

United Steelworkers, AFL-CIO-CLC

BY 
Leo W. Gerard, Int'l President

BY 
Stanley W. Johnson, Int'l Secretary-Treasurer

BY 
Thomas Conway, Int'l Vice President, Administration

BY 
Fred Redmond, Int'l Vice President, Human Affairs

BY 
Michael Bolton, Director, District 2

BY 
Al Firby, Sub-District Director

By Local Union 13569 Committee:

BY Marjorie Mitchell
Marjorie Mitchell, Local Union President

BY Carla R. Cooper
Carla Cooper, Local Unit Representative

BY Mary Herschell
Mary Herschell, Local Unit Representative

BY Kim Killips
Kim Killips, Local Unit Representative

APPENDIX A
COST OF LIVING ALLOWANCE

All employees covered by this Agreement shall be covered by the provisions for a Cost of Living Allowance as set forth in this section:

A. For the purpose of this Section:

1. "Consumer Price Index" refers to the "Consumer Price Index for Urban Wage Earners and Clerical Workers - United States - (All Items - 1967 = 100)" published by the Bureau of Labor Statistics, U.S. Department of Labor.
2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of June 1986 (published in July 1986, as 323.4).
3. Adjustment dates October 1, January 1, April 1, and so forth in three month increments.
4. Change in the Consumer Price Index is defined as the difference between (i) the Consumer Price Index base and (ii) the Consumer Price Index base for the second calendar month next preceding the month in which the applicable adjustment date falls.
5. Cost of Living Adjustment provisions will be suspended and be inapplicable during the terms of this Agreement.

B. Effective on each adjustment date, a cost of living adjustment equal to one (1) cent per hour for each full .4 of a point change in the Consumer Price Index shall become payable for all hours actually worked and for any reporting allowance credited before the next adjustment date.

1. Payments for each adjustment date are cumulative for one (1) year.
2. The total cumulative rate of COLA payments will be rolled into the base hourly rate on July 1 of the year following
3. The COLA shall then be calculated on the basis of the CPI base for June of the year preceding.

C. The Cost of Living adjustment shall be an "add on" and shall not be a part of the employee's

wage rate or salary and shall not be used in the calculation of overtime or call-in pay but shall be used in the calculated pay for vacation, sick leave, and other types of pay or benefits.

- D. Should the Consumer price Index schedule for Urban Wage Earners and Clerical Workers, All Items 1967 = 100, as published by the Bureau of Labor Statistics (BLS), U.S. Department of Labor, become unavailable the parties shall attempt to adjust this Section, or if agreement is not reached, request the Bureau of Labor Statistics to provide the appropriate conversion or adjustment which shall be applicable as to the appropriate adjustment date and thereafter. The purpose of such conversion shall be to produce, as nearly as possible, the same result as would have been achieved using the index in its present form.

APPENDIX "B"
COST OF LIVING SCHEDULE

382.1 = 0 cents	386.5 = 11 cents	390.5 = 21 cents
382.5 = 1	386.9 = 12	390.9 = 22
382.9 = 2	387.3 = 13	391.3 = 23
383.3 = 3	387.7 = 14	391.7 = 24
383.7 = 4	388.1 = 15	392.1 = 25
384.1 = 5	388.5 = 16	392.5 = 26
384.5 = 6	388.9 = 17	392.9 = 27
384.9 = 7	389.3 = 18	393.3 = 28
385.3 = 8	389.7 = 19	393.7 = 29
385.7 = 9	390.1 = 20	394.1 = 30
386.1 = 10		

For the three month period commencing with each adjustment date, the Cost of Living adjustment is determined by the above schedule, using the CPI index for the applicable month as specified in the following list:

<u>ADJUSTMENT DATE</u>	<u>PERIOD COVERED</u>
October 1	July, August, September
January 1	October, November, December
April 1	January, February, March
July 1	April, May, June

APPENDIX "C"
SALARY SCHEDULES

Effective July 1, 2011, the 2011-14 salary schedule shall be frozen with no steps:

	<u>Step</u>	<u>Employees Hired Before 7-1-95</u>	<u>Employees Hired After 7-1-95</u>	<u>New Hires After 7-1-11</u>
COOK I	0	16.32	12.63	11.19
	1	16.45	12.75	
	2	16.58	12.83	
COOK II	0	15.86	12.28	10.84
	1	16.04	12.41	
	2	16.21	12.55	
COOK III	0	15.82	12.25	11.00
LEAD COOK	0	18.99	14.64	13.20

On June 30, 2014, all cooks employed as of June 24, 2011 will move to the Step 2 Rate. It is agreed that the contract will potentially be re-opened July 2012 and July 2013 for wages only.

Longevity Pay – Longevity pay amounts are based on the length of total service to the Sault Area Public Schools and a percentage of the employee’s annual rate of base pay on the date of eligibility. The employee shall request Longevity Pay by contacting the Personnel Office in writing. Longevity Pay shall be for a period of consecutive years not to exceed 3 years and shall not be renewable. Longevity pay amounts are computed by multiplying the employee’s base pay rate by the appropriate percentage from the following table based on years of service completed:

Years of Total Sault District Service	Longevity Pay Rate
14 but less than 20 years	2.75 percent
20 but less than 25 years	3.25 percent
25 or more years	3.75 percent

APPENDIX "D"
HOURS OF WORK

<u>HIGH SCHOOL CENTRAL KITCHEN</u>	<u>HOURS PER WEEK</u>
A. 6:00 a.m. to 2:00 p.m.	
Lead Cook	40
Cook I	40
Cook II – Roving	40
B. 6:00 a.m. to 2:00 p.m.	
Cook II	40
C. 10:30 a.m. - 3:30 p.m.	
Cook II	25

The above is representative of hours and may change during the duration of this agreement as needed for district operation.