

AGREEMENT BETWEEN

BOARD OF EDUCATION

of

SAULT STE. MARIE AREA PUBLIC SCHOOLS

and

LU 13569-05

FOOD SERVER/CASHIER UNIT

of

UNITED STEEL WORKERS, AFL-CIO

July 9, 2019 to June 30, 2020

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

FOOD SERVER/CASHIER AGREEMENT

July 9, 2019 to June 30, 2020

THIS AGREEMENT, effective July 9, 2019 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, the Food Servers/Cashiers Unit, hereafter called the "UNION".

WITNESSETH: WHEREAS, The parties 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.

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 Food Server positions and/or Cashier positions as defined in representation election agreement and such additional positions within this classification as the Board may from time to time create. The following are excluded from the bargaining unit: Supervisors, as defined in ACT 379, employees belonging to any other existing bargaining unit and any other employees.

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 refusal to participate in Union membership or activity.

SECTION 3 - 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 4 - 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.

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) workdays 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 shall have a member 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 satisfied 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 request that the written grievance be submitted to Step 4.

STEP #4:

Upon receipt of the appeal of the grievance to Step 4, a meeting shall be scheduled within twenty (20) working days between the Union and the Board of Education.

The Board shall respond to the Union in writing within ten (10) working days after the meeting. If the answer is unsatisfactory to the Union, or is not answered within ten (10) working days, the Union may give written notice to the Superintendent of its intention to go to arbitration.

STEP #5:

Within twenty (20) working days from receipt of the Board's answer, or lack of answer thereof, 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. Not later than five (5) working days after receipt of a notice of a desire to arbitrate, the parties will 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 choose one and hearings will commence as soon as they can be arranged. 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 work and will secure the consent of the Supervisor before leaving his job. Such consent shall not be arbitrarily withheld.

ARTICLE IV

DISCHARGE AND SUSPENSION

SECTION 1 - Discharge and Suspension - An employee discharged or suspended for three days or more, and, who considers such discharge or suspension without just cause may present a grievance within five (5) 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.

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, where the reduction is made 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 training period.

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. Probationary employees do not have the right to bid during their probationary period. They must remain in position until successfully completing the probationary period upon which time they are entitled to rights and responsibilities according to the agreement. Within two weeks following the end of the probationary period, the employer will notify the Union Secretary of the status of the employee.

SECTION 3 - Permanent Vacancy - Vacancies within the group will be opened to the bidding process before opening the position to the public. 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. The notice will contain the position, its location, and hours when less than full time. All positions will be abolished and rebid that have a minimum change of two hours 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. A copy of the job description will be attached to this agreement.

Jobs may be posted for fewer working days upon mutual agreement of the Union and District. The District may run the internal and external posting concurrently if they are aware that no internal candidate possesses the qualifications to be awarded the position. Should an internal candidate present the District with evidence of meeting the qualifications during the internal bid process, the existing employee with highest Unit seniority will be awarded the position.

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.

SECTION 4 - Loss of Seniority - Seniority shall be broken only by discharge, voluntary quit, retirement, or layoff for more than 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 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 two (2) consecutive working days without notifying the Employer prior to or within such two (2) 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 Food Server/Cashier 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 four weeks 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 four week period. Without this notification the employee shall be severed from the union.

SECTION 5 - 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.

SECTION 6 - 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.

ARTICLE VI
HOURS OF WORK

SECTION 1 - Hours of Work - The hours of work shall be as established from time to time by the Food Service Director based upon the director's determination of needs of the program, economic costs, and such other variables as deemed appropriate. Generally a Food Server/Cashier will not average greater than three (3) hours per day nor less than one (1) hour per day. A breakfast Food Server/Cashier will not average greater than two (2) hours per day nor less than one (1) hour per day. Employees shall comply fully with any rules or procedures that may be from time to time adopted by the Food Service Director for reporting hours worked. If employees eat meals produced by the school, they will be expected to pay the full adult lunch or breakfast charge for such meals.

ARTICLE VII
WAGES AND WORKING CONDITIONS

SECTION 1 - Wage Rates - The wage rates for this job classification are covered hereunder as set forth in Appendix A.

The Board of Education will pay the employees' contribution to the Michigan Public School Retirement Fund.

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 - Temporary Transfers - A Food Server/Cashier who is temporarily transferred to a position in another bargaining unit which carries a higher rate of pay than the employee's regular position shall receive the higher rate of pay while so assigned. Provided, however, that the Food Service Director retain absolute discretion as to whether or not to fill such temporary vacancies in other bargaining units by transferring a Food Server/Cashier.

If a server within the building is absent for any reason and works more hours than other servers in the building, the other servers will be offered the additional hours before an outside substitute is called.

SECTION 4 - Inclement Weather - If inclement weather causes the Administration to cancel school for the day, Food Servers/Cashiers shall not be required to report for duty and shall lose no pay for such days.

SECTION 5 – New Positions -- Whenever the Employer establishes a new position different and distinct from those now in existence or makes a substantive change in an existing position, the Employer will immediately notify the Union, giving all pertinent information relative to the new or changed job. The parties will then meet promptly to attempt to agree on a rate of pay for such job. If the parties agree on a new rate of pay, it becomes effective with the institution of the new job.

If the parties are unable to agree on a new rate or if they are unable to agree on whether or not a job change is substantive enough to warrant a rate change, the Employer may institute the rate proposed by the Employer and the Union shall have twenty (20) working days in which to file a grievance protesting the equity of such rate and the matter will be processed through the grievance procedure,

including arbitration. In the event a grievance is filed hereunder, the Employer shall not be liable for more than up to twenty (20) days back pay prior to the date the grievance was filed.

Any rate adjustments made hereunder shall be kept equitable with already existing rates in so far as possible.

ARTICLE VIII

LEAVES OF ABSENCE

SECTION 1 - Sick Leave - Food Servers/Cashiers will be granted one and one-half (1.5) days of sick leave for each semester of employment, accumulate to a maximum of sixty (60) days. All members should make every effort to schedule dental and doctor appointments during non-working hours.

SECTION 2 - Business Leave - One day per school year of personal business leave (non-accumulative) will be available to Food Servers/Cashiers. Personal business leave requests must be in writing and submitted at least five (5) working days in advance of the anticipated leave. This personal leave day will not be deducted from sick leave. In case of emergency, the employee shall inform the Personnel office as soon as possible. A second personal business day may be granted, but, if used, shall be deducted from sick leave.

SECTION 3 - Family Illness - Each employee shall be allowed five (5) days for illness in the immediate family, three (3) days are non-accumulative and two (2) days are to 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. Employees will be permitted to use sick leave for a catastrophic illness subject to Superintendent or his/her designee approval and not subject to the grievance procedure.

SECTION 4 – Funeral Leave - Each employee will be allowed up to four (4) days with pay, non-accumulative and not deducted from sick leave, for each death in the immediate family. Immediate family is interpreted to mean parent, parent of spouse, spouse, child or spouse of a child, brother, sister, step-child, grandparents of member or spouse, grandchildren and dependent relative living in the employee's household.

Employees shall be allowed up to two (2) days with pay as funeral leave, non-accumulative and not deducted from sick leave, for the death of a brother-in-law, sister-in-law, aunt and 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 or Witness Duty - 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 Food Server/Cashier employees are covered under the Michigan Worker Compensation Act. A Food Server/Cashier 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 - An employee desiring a leave of absence shall file a written request for such leave with the Superintendent or designee outlining the reason for such request and the duration of leave requested and a copy of said request shall be sent the Recording Secretary of the Local Union. The Superintendent or his/her designee may consider a leave of absence without pay for one (1) year with the possibility of one extension for a second year.

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.

Leaves 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 predetermined 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/her 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 leave granted hereunder, the employee shall continue to accumulate seniority. Upon return to work after a short term leave the employee will be returned to the job last held before such leave.

An employee returning from a leave of four months or longer will be placed in the job he formerly held if possible or as an alternative may be placed on another position at equal pay.

No leave of absence hereunder shall be necessary in case of illness or injury to the employees.

ARTICLE IX
INSURANCE

SECTION 1 - Life Insurance - The Employer will provide Life Insurance including double indemnity for accidental death and dismemberment, in the amount of \$20,000.00 covering each employee during the life of this Agreement.

ARTICLE X
HOLIDAYS

SECTION 1 – Holidays – Each employee will be entitled to two (3) holidays: Thanksgiving Day, Christmas, and Good Friday.

ARTICLE XI
MISCELLANEOUS

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

SECTION 2 - Non-Discrimination - The parties hereto agree that there shall be no discrimination based on race, creed, color, sex, or national origin in the administration of this Agreement or in the hiring of or admission to the Union or any employee.

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

SECTION 5 – 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.

ARTICLE XII

TENURE

THIS AGREEMENT shall be in full force and effect from July 9, 2019, until June 30, 2020, unless either party shall notify the other of a desire to modify or terminate the agreement.

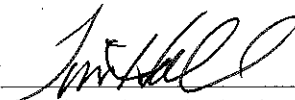
Such notice shall be given no less than ninety (90) days prior to any anniversary date or expiration date by Registered or Certified Mail and if by the Union be addressed to Board of Education, 876 Marquette Avenue, Sault Ste. Marie, Michigan 49783, and if by the Employer, to the Sub District Office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

In the event of such notification, negotiations shall commence as soon as a mutually acceptable date can be arranged, but no later than May 15th.

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  8/30/19
Superintendent of Schools

United Steelworkers AFL-CIO

BY _____
Thomas Conway, International President

BY _____
John Shinn, International Secretary-Treasurer

BY _____
David McCall, Int'l Vice President, Administration


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

BY _____
Michael Bolton, Director District 2

BY _____
Steve Meyer, Staff Representative

By Local Union 13569 Committee:

BY  8-30-19
Scott McKenzie, Local Union President

BY 
Kathy McGahey, Food Servers Unit Representative

APPENDIX "A"
SALARY SCHEDULE

Effective July 9, 2019, the 2019-2020 salary schedule shall be:

	<u>Hired Before</u> <u>7-1-11</u>	<u>Hired After</u> <u>7-1-11</u>
FOOD SERVER/CASHIER	\$11.20	\$10.25

A lead Food Server/Cashier position, when needed, will be paid an additional \$.40 per hour.

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	2.50 percent
20 but less than 25 years	3.00 percent
25 or more years	3.50 percent



SAULT STE. MARIE AREA PUBLIC SCHOOLS

876 Marquette Avenue / Sault Ste. Marie, MI 49783

Phone (906) 635-6609 – Fax (906) 635-6642

Dr. Timothy D. Hall, Superintendent

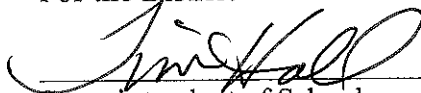
Letter of Agreement Between Sault Ste. Marie Area Public Schools And Food Servers – United Steel Workers

It is hereby agreed between the Food Servers – United Steel Workers (Food Servers) and the Sault Ste. Marie Area Public Schools (District) that for the 2020 – 2021 school year, the following adjustments to the salary schedule and insurance coverage will occur.

1. Increase salary one (1) percent.

This Letter of Agreement shall not create a past practice or establish precedence.

For the District


Superintendent of Schools

Date: 8/14/2020

For the Food Servers


Food Servers Group Representative

Date: 8-14-2020