

7/1/80

ST. IGNACE AREA SCHOOLS
NON-INSTRUCTIONAL EMPLOYEES AGREEMENT

This Agreement is entered into this first day of July 1979, by and between the BOARD OF EDUCATION OF THE ST. IGNACE AREA SCHOOLS, hereinafter called the BOARD and the ST. IGNACE AREA SCHOOLS NON-INSTRUCTIONAL EMPLOYEES ASSOCIATION, herinafter called the ASSOCIATION.

Article I
Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative for all non-instructional permanent personnel in the association.

Article II
Employee's Rights

A. The Association and its members shall have the right to use school facilities for meetings, outside of regular school hours with such use to be cleared through the principal of the building involved. Office equipment and duplicating machines shall be made available to the Association and its members for Association business (such costs not to exceed \$10.00 per year). It shall be clearly understood that none of the above facilities shall be used for posting or transmitting materials of a political nature, supporting a political party or candidate, or a political issue.

B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint, insofar as it does not invade upon the privacy of the personnel files.

St. Ignace Area Schools

*St. Ignace Schools
Portage Rd.
St. Ignace, MI 49782 (2)*

MICHIGAN STATE UNIVERSITY
LABOR AND INDUSTRY RELATIONS LIBRARY

Article III
Management Rights

A. The Board shall require that each non-instructional employee shall be evaluated by his or her immediate supervisor at least once a year in regard to performance of duties. A copy of evaluation must be entered in employee's personnel file and one copy delivered to employee.

B. The Board shall have the right to make the decision as to which employees shall be retained in the event that a reduction in personnel becomes necessary due to a decreased enrollment, financial necessity, or elimination of any positions. Seniority and qualification will be a major factor in determining which personnel shall be retained, providing evaluation mentioned in paragraph A above is satisfactory. Ability, training and job requirements will also be considered.

C. In the event of an increase in staff, those people whose positions have been eliminated will be given the first consideration in filling the position.

D. The Board shall have the right to require employees to obtain a mental or physical examination, within thirty days, at Board expense, when there exists a reasonable doubt as to his or her effectiveness due to health problems. The examining physician or physicians to be designated by the Board. The results of the examination are to be filed with the Board for action to retention or forced leave of absence. If the employee is not satisfied with the results of the first examination, he or she may request a second examination from a qualified physician at his or her expense. The results of the examination are to be filed with the Board for their action. If the employee refuses Board recommended examination by an appropriate physician, the decision of the Board concerning leave or retirement shall be final.

Article IV

Compensation

A. The salaries of employees are set forth in Schedules attached to and incorporated in this Agreement. Salary schedules shall include classification, wage rates, and hours of work.

B. Overtime in excess of the regular forty hours in any one week shall be paid for at the rate of $1\frac{1}{2}$ times the regular rate of pay.

C. No overtime shall be worked by any employee without prior authorization by their superior to whom they are normally responsible.

D. The following days which are not worked by employees shall be considered as paid days: Labor Day, Thanksgiving Holidays, Good Friday and Easter Monday, Christmas Day, New Years Day, Memorial Day and Fourth of July. A paid day for the Fourth of July and Labor Day shall apply to twelve month employees only, or any employee whose employment has been extended to and including such holiday, other than on a temporary basis. In addition to these stated days of paid vacation, whenever Christmas, New Year's or Fourth of July fall on a Tuesday, Wednesday, Thursday or Friday, the afternoon of the preceeding day shall be allowed.

E. Employees will be released from work on days when school is dismissed early, when, in the judgment of their immediate superior, conditions are such as to make driving hazardous. Such released time will not be charged against salary or sick leave. Any employee shall have the right to raise the question of early dismissal with his or her superior without redress. On days when school is not in session due to storms and the roads are unsafe for travel, (snow days), employees, except custodians and maintenance, will not be required to report to work and the day shall be a paid day and not chargeable against sick leave. Custodians and maintenance are to report as soon as conditions permit and work as long as necessary up to eight hours perday to insure the opening of school on the following day.

F. Employees shall be paid at the rate of 18 cents per mile for personal vehicles used on authorized school travel upon submitting a travel voucher.

G. The Board agrees to furnish medical insurance under SET, the rates to be in accordance with teachers' master agreement in effect for the present school year, subject to the following:

1. Employees shall be responsible for applying for this benefit on forms provided prior to October 15. Any employee who does not return the form by the above date shall not receive coverage until the next re-opening date of the policy and shall forfeit their monthly entitlement for insurance for those months which were missed. Employees not presently covered by the above group must also have their enrollment form in by October 15 or within thirty days of date of employment.

2. Employees not desiring medical insurance will be entitled to a monthly annuity in accordance with the Teachers' master agreement in effect for the present school year.

3. The Board agrees to furnish life insurance in accordance with the Teachers' agreement.

Article V

Transfers or New Positions

A. In the event of a vacancy or the creation of a new position the superintendent will give due consideration in filling a vacancy or new position to all present employees. Factors such as ability, training, and job requirements will be recognized in this selection of persons to fill vacancies. The superintendent will notify the secretary of the Association of such vacancies or new positions as soon as practical and will post notice in each of the three schools. Any employee desirous of ^{consideration} ~~conderation~~ for such transfer may place on file with superintendent a statement indicating an interest in transfer within one week after notice to secretary of the Association.

Article VI

Discharge and Suspension

A. An employee discharged or suspended who considers such discharge or suspension without good cause may present a grievance within ten (10) days of such action as provided in Article XII. Excluded from this provision shall be an employee who is released from employment due to reduction in personnel.

B. Any discharge or suspension not questioned in writing within ten (10) days of such action shall be considered final.

C. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he or she shall be reinstated with full reimbursement of all compensation lost.

Article VII

Reduction of Employees

A. If for any reason, it becomes necessary to reduce the number of employees, the Board will determine which employees shall be laid off and recalled in the event subsequent vacancies occur, in order to make the best possible adjustment of personnel to the reduced program and to insure fair employment practices. In the event such reduction in employees becomes necessary, the following factors will be considered in retention and re-employment of personnel:

1. Upon the basis of qualification and seniority.
2. Seniority is defined as length of continuous service within the district as of the last day of hire
3. An employee shall lose seniority rights if he or she retires, resigns, is discharged for cause, or if laid off for three years.
4. If for any reason the Board anticipates a reduction in staff, it shall, prior to taking any formal action, inform non-instructional employees of its intention.
5. Any employee on lay off will be recalled in inverse order of lay off, provided he is qualified for the position being recalled.
6. In the circumstance of more than one individual being equal in qualification and seniority, all individuals so affected will participate in a drawing to determine his position as to lay off and recall.

Article VIII

Resignations

A. Any employee desiring to resign shall give notice in writing to the superintendent with a copy to his or her immediate supervisor at least two weeks prior to termination of employment, unless unusual circumstances warrant a shorter length of time for such action.

B. Any employee who discontinues his or her service does not forfeit rights to earned vacation time up to that date.

Article IX

Leave of Absence

A. Sick Leave - Employees will be granted one day sick leave per month worked with full pay cumulative to 125 days (9 days per year for nine month employees, 10 days per year for ten month employees, and 12 days per year for twelve month employees.) Leaves of absence with pay chargeable against the employee's sick leave allowance shall be granted for the following reasons:

1. Sick leave, which shall include: Personal dental appointments, doctor appointments, personal illness which makes it unwise for the employee to be at school: serious illness in the immediate family, and quarantine. After five days absence the Board may demand verification by a doctor's certificate. Up to five days sick leave will be granted for death in the immediate family when taken within ten calendar days. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparents, or a dependent in the immediate household.
2. Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance, up to a period of three days.
3. Employees must report their inability to perform their duty, personally, if possible, prior to 7:30 a.m. to their immediate supervisor or the superintendent.

B. Personal Business - Employees will be granted two days per year for nine or ten month employees, three days per year for twelve month employees, for the conduct of personal business. Employees shall request a personal business day from their superior at least two days in advance, except in case of emergency. Personal business days cannot be taken one day prior to or following school vacations. Personal days shall not be accumulated from year to year. Any days unused at the end of the year will accumulate as sick leave days.

C, Jury Duty - Persons called for jury duty will be paid the difference between their pay as a juror and their regular salary and must report to the payroll department the amount of compensation received from the court. Such jury duty will not be charged against employee's sick leave. It is understood that if the court dismisses the employee prior to noon he or she shall return to work.

D. After five (5) years service in the St. Ignace Area Schools, an employee, upon termination of services, shall receive one-half ~~percent~~ ^{present} daily rate of pay for accumulated sick leave to a maximum of 125 days. In case of death, the payment shall be made to heirs or beneficiaries.

E. Extended Leave of Absence- Any employee whose personal illness extends beyond the allotted period of compensation shall be granted a leave of absence without pay for such time as it is necessary to completely recover from such illness up to a period of six calendar months. Such leave is to^e requested in writing within one calendar month of the first day lost because of illness. Upon return from leave, an employee shall be assigned to the same or similar position. Employee may request in writing an extension of the six months leave of absence, such request to be considered by the Board.

F. Maternity Leave- A maternity leave shall be granted without pay, for maximum of one year, upon written request to the Board. Seniority rights would be retained during this one year period.

Article X
Vacations

A. Twelve month employees shall receive five (5) vacation days per year after one year, ten (10) days after two years, fifteen (15) days after ten years, and twenty (20) days after fifteen years. Vacation time for the first two years shall be pro-rated on the basis of 5/12 of a day per month for a twelve month employee who does not work an entire year. All vacation time must be taken prior to June 30 of the following year. Vacation schedules shall be made with the employee and the immediate supervisor with the approval of the superintendent. Employees must work six months to be entitled to vacation time.

B. All other employees who do not work twelve months but do work for the full school year, shall be paid for four (4) days vacation after one year, eight (8) days after two years, twelve (12) days after ten years, and sixteen (16) days after fifteen years. Vacation time to computed at 5/12 of a day per month for any staff member who is not employed for the full school year. Such vacation pay shall be paid on the final check for the school year. Employees must work six months to be entitled to vacation time.

Article XI

Retirement

- A. The retirement age is sixty-five. Notice of intention to retire should be made in writing to the Board at least three months in advance.
- B. The Board may extend the retirement age for an employee.
1. At least six (6) months before reaching retirement age, the employee shall present to the superintendent a written request to continue employment for another year: this request to be accompanied by a report of a physical examination by a competent doctor.
 2. An administrator shall submit to the Board a written recommendation for extending or not extending the retirement age of an employee.
 3. The Board, or its designated representative, shall answer in writing the request of the employee within sixty days after the request has been submitted.
 4. The Board shall grant a hearing, if so desired, to an employee if the request for the extension of the retirement age is denied.
 5. The Board shall not grant an extension of the retirement age to an employee longer than one year at a time.

Article XII

Deductions

- A. Upon written authorization, an employee may have deducted from his or her salary any amount to be invested in tax deferred annuities with the insurance companies, credit unions and banks approved by the Board. These deductions authorizations to be turned in no later than November 1 and not to be changed for the duration of the year, except in extreme cases upon written request of the Superintendent.

Article XIII

Grievance Procedure

A. Definitions:

1. A grievance shall mean a complaint by the employee in the bargaining unit that there has been a violation of one or more of the provisions of this Agreement.
2. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

B. Adjustment of Grievances: Grievances of employees within the bargaining unit shall be presented in the following

1. Level One: The employee with a grievance shall discuss the matter with his or her immediate supervisor or principal within ten (10) days of the occurrence; with the object of resolving the matter informally; or the grievance shall be considered waived.
2. Level Two: In the event the employee is not satisfied with the disposition of his or her grievance at level one, he or she shall within five (5) days, file the grievance in writing to the superintendent who shall issue a decision within five (5) days of receipt.
3. Level Three: In the event the employee is not satisfied with the disposition of his or her grievance at level two, he or she shall, within five (5) days after the decision of level two, file the grievance in writing with the Board. Within five (5) days after the next regular meeting of the Board from receipt of the grievance, the Board shall act upon the grievance. The grievant may be accompanied by two members of the Association.
4. Level Four: In case the Board and the employees are unable to reach a decision, either party has the right to invoke the mediation Board. Any cost of arbitration by the Labor Mediation Board or arbitrators to be borne equally by the Association and the Board. Any decision by the State Labor Mediation Board shall not be binding on either party.

Article XIV

Miscellaneous Provisions

A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. The Association and Board recognize that it is necessary to employ temporary employees at times. A temporary employee shall be defined as one who is hired for a specific project or a specific time with out intent on the part of the Board to re-employ such person after the temporary job is completed.

C. All newly hired employees shall serve the first three months on a probationary basis. The right to release such probationary employees shall be vested exclusively in the employer regardless of other provisions of the Agreement. Anniversary date of hire will be retroactive to the beginning of the probationary period. At the end of the probationary period any prior experience will be evaluated by the Board and said employee may be placed at any point on the salary scale up to and including the third step. Probationary employees will be entitled to any and all benefits of this agreement at the date of hire and shall be working under salary schedules attached.

D. All employees shall be required to present evidence of negative TB skin test or X-ray as per law.

E. Pay periods to be on a bi-weekly basis.

Article XV

Duration of Agreement

This Agreement shall be effective as of July 1, 1979 and shall continue to be in effect until July 1, 1980. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ST. IGNACE AREA SCHOOLS
BOARD OF EDUCATION

By _____
President

Secretary

Date: _____

ST. IGNACE AREA SCHOOLS
NON-INSTRUCTIONAL EMP. ASSOC.

By _____
President

Secretary

Date: _____

SALARY SCHEDULE
NON-CERTIFIED EMPLOYEES

- A. Each salary step of the 1978-79 salary schedule shall be increased by 2.0 percent with the addition of a 16th step. This calculation shall determine a temporary salary schedule which will be utilized to determine bi-weekly pay amounts throughout the 1979-80 school year.
- B. Each employee covered under this contract with the exception of the Home School Visitor and the Cultural Technician, shall receive a cost of living adjustment (COLA) as a deferred salary increase based upon the percentage rise in "the change in all items seasonal adjusted rates", U.S. Department of Labor, Office of Information, Washington, D.C. in their bulletin named "News".

The amount of the deferred salary increases shall be the dollar equivalent of the percentage increase-rounded to the nearest one-tenth-of one percent of the CPI multiplied by the appropriate salary steps as listed in the salary schedule. This percentage shall be determined by subtracting the CPI of April 1979 (prior year) from the CPI of April 1980. The remainder shall be divided by the CPI of April 1979. The resulting amount of money shall then be paid rounded to the nearest dollar to each non-certified employee, with the above noted exceptions, rounded to the nearest dollar in two payments. One payment to be received no later than January 30, 1980 and one payment no later than June 30, 1980. Such payment shall be made a part of the employee's regular 1979-80 salary, but shall be paid by check separate from the employees regular paycheck.

The increases in salary due to COLA payments shall be limited to 4% to employees on steps 1-10, 5% for 11-15 and 4% for step 16.

- C. In no event shall a reduction in salary occur in a result of an application of the CPI percentage.
- D. If the Consumer Price Index is its present form and calculated on the same basis shall be revised therefrom or discontinued, the parties shall use the revised index to determine COLA as above described except that the current index will be used if publication of same is continued.

SCHEDULE A

Secretaries, Clerks, Typists, Bookkeepers

1. Employees shall work a 40 hour week with daily working hours to conform with the efficiency of the office operation. An uninterrupted lunch hour of 30 minutes to one hour shall be allowed, but not to be included in the 40 hours worked, and also a 15 minute relief time in the morning and afternoon.

2. Employees' salaries set forth below who work twelve months shall be figured to a yearly salary, minus deductions for Christmas and Easter vacation and any other vacation days as designated on the school calendar (other than those set forth in Article IV, paragraph D). This salary to be divided into 26 equal installments. Any of said employees requested to work during said vacations will be paid at their regular established rate for those days worked. Only those employees approved by administration will work during any vacation period. Vacations shall be the same as that established by teachers in the school calendar.

CLASS I - High School Secretaries, Guidance Sec., Supt. Office Gen. Sec., Comm. Ed. Sec., Elem. Sec.

CLASS II- Supt. Office, Hot Lunch, Payroll Clerk

CLASS III - Supt. Office Sec. & Bookkeeper

<u>Year</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
1.	\$3.08	\$3.97	\$4.52
2.	3.30	4.18	4.73
3.	3.53	4.41	4.96
4.	3.74	4.63	5.18
5.	3.97	4.85	5.40
6.	4.18	5.07	5.62
7.	4.41	5.28	5.83
8.	4.63	5.51	6.06
9.	4.85	5.73	6.28
10.	5.07	5.95	6.50
11-15.	5.17	6.07	6.63
16-Up	5.50	6.42	6.99

SCHEDULE B

Teachers' Aides and Library Aides

1. Aides shall work the number of days as established in the regular school calendar, with a possible extension as requested by their immediate supervisor with the approval of the superintendent.
2. If the school calendar is changed during the school year, aides shall be paid for any time lost.
3. The working day shall coincide with the regular school hours and shall be subject to change from year to year. A 30 minute uninterrupted lunch hour shall be allowed and a 15 minute relief time in the morning and in the afternoon, said lunch hour not included in hours worked.
4. Sub-aides to be paid at the rate of \$2.98 per hour.

Salary Schedule

<u>Year</u>	
1.	\$2.98
2.	3.19
3.	3.42
4.	3.63
5.	3.86
6.	4.08
7.	4.29
8.	4.52
9.	4.73
10.	4.96
11-15.	5.06
16-Up	5.39

SCHEDULE C

Custodians

1. Employees shall work a 40 hour week with the daily working hours to be determined by the superintendent, upon recommendation of the head custodian.
2. A one hour lunch hour shall be allowed, not included in the 40 hours worked, with a 15 minute relief period in the morning and afternoon.

General Custodians

<u>Year</u>	
1.	\$3.69
2.	3.91
3.	4.13
4.	4.36
5.	4.57.
6.	4.79
7.	5.01
8.	5.23
9.	5.46
10.	5.67
11-15.	5.78
16-Up.	6.12

Master Custodians

<u>Year</u>	
1.	\$4.13
2.	4.36
3.	4.57
4.	4.79
5.	5.01
6.	5.23
7.	5.46
8.	5.67
9.	5.90
10.	6.11
11-15.	6.23
16-Up.	6.58

SCHEDULE D

Maintenance

1. Employees shall work a 40 hour week with the daily working hours to be determined by the superintendent.
2. A one hour uninterrupted lunch hour shall be allowed, not included in the 40 hours worked, and a 15 minute relief time in the morning and afternoon.

Salary Schedule

Year

1.	\$3.97
2.	4.18
3.	4.41
4.	4.63
5.	4.85
6.	5.07
7.	5.28
8.	5.51
9.	5.73
10.	5.95
11-15.	6.07
16-Up.	6.42

SCHEDULE E

Cafeteria Workers

1. The length of employment shall consist of 182 working days.
2. The hours worked per day shall be as required by designated school lunch hour and shall be subject to change from year to year.
3. A 30 minute uninterrupted lunch hour shall be allowed and a 15 minute relief time in the morning and afternoon.
4. Subs to be paid at the rate of \$2.98 per hour.
5. One cook at the elementary school (designated by superintendent) to be paid at regular step in salary plus \$2.00 per day to act as supervisor.
6. Any regularly employed cafeteria worker who is only requested to work three hours per day will advance on the salary at the rate of one-half step per year.

General Cafeteria

Head Cook

<u>Year</u>		<u>Year</u>	
1.	\$2.98	1.	\$3.42
2.	3.19	2.	3.63
3.	3.42	3.	3.86
4.	3.63	4.	4.08
5.	3.86	5.	4.29
6.	4.08	6.	4.52
7.	4.29	7.	4.73
8.	4.52	8.	4.96
9.	4.73	9.	5.18
10.	4.96	10.	5.40
11-15.	5.06	11-15.	5.51
16-Up.	5.39	16-Up.	5.84

SCHEDULE F

Bus Drivers

1. The length of employment shall consist of 180 days according to the school calendar and any additional days requested. All bus routes shall be timed in a fair and equitable manner in order to establish daily time allowance for each driver.
2. In addition to the daily time allowances for regular morning and afternoon trips, 30 minutes per day shall be allowed for normal maintenance checks, fueling, warm-up and cleaning the bus. This applies only if the trip takes the whole two hours allowed, otherwise this 30 minutes to be included in the two hours.
3. A minimum of two hours' pay will be allowed for the first daily run required and a minimum of one and one-half hours' pay for subsequent trips made during that day. Any other trips during normal school day will be added into minimum hours unless time taken is over and above actual driving time.
4. A minimum of two hours' pay will be allowed for any extra trips required after normal school day.

Salary Schedule

<u>Year</u>	
1.	\$3.88
2.	4.08
3.	4.28.
4.	4.49
5.	4.69
6.	4.90
7.	5.10
8.	5.30
9.	5.51
10..	5.71
11-15.	5.82
16-Up.	6.16

SCHEDULE G

CULTURALTECHNICIAN AND HOME SCHOOL VISITOR.

1. Cultural Technician and Home School Visitor shall work the number of days as established in the regular school calendar, with the possible extension as requested by their immediate supervisor with the approval of the Superintendent.
2. If the school calendar is changed during the school year the above named employees will be compensated for any time lost.
3. The working day shall coincide with the regular school hours and shall be subject to change from year to year. A 30 minute uninterrupted lunch period shall be allowed and a 15 minute relief time in the morning and afternoon with said lunch hour not to be included in hours worked.

SALARY SCHEDULE

<u>CULTURAL TECHNICIAN</u>		<u>HOME SCHOOL VISITOR</u>	
1.	\$4.85	1.	\$6.27
2.	5.06	2.	6.48
3.	5.29	3.	6.71
4.	5.50	4.	6.92
5.	5.73	5.	7.15
6.	5.95	6.	7.36
7.	6.16	7.	7.59
8.	6.39	8.	7.70
9.	6.60	9.	7.92
10.	6.82	10.	8.14
11-15.	6.92	11-15.	8.30
16-Up.	7.28	16-Up.	8.63