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ARTICLE III

RECOGNITION

A. The employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all personnel, including those on leave, on a per diem, hourly or class rate basis, and personnel assigned to newly created positions.

B. Excluded from the bargaining unit are:

1. Confidential positions which are defined as the Superintendent's secretary and the bookkeeper; and
2. Supervisory/administrative positions which are defined as the principals, the Superintendent; and
3. Those employees represented by the bargaining agent N.M.E.A./M.E.A./N.E.A.

C. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

Wolverine Community Schools

APPENDIX B

- A. For the 1981-82, 1982-83, 1983-84, and 1984-85 school years, all employees shall receive the same scheduled salary per their appropriate step as set forth in Schedule A, which shall be the 1980-81 schedule. No vertical movement on steps shall occur during these years; horizontal movements shall be permitted.
- B. On or before October 1, 1983, and October 1, 1984, and October 1, 1985, each employee shall, if a surplus exists, receive a lump sum payment as supplemental compensation for the school year ending on the preceding June 30 as determined by this paragraph. An employee's lump sum payment shall be equal in amount to the employee's salary multiplied by the percentage derived from the rates of the sum of all school district employee's scheduled salaries for the fiscal year ending the prior June 30 to the amount of the surplus remaining, if any, for the fiscal year ending the prior June 30 as computed per paragraph E. The amount of the lump sum payment shall not exceed an amount equal to 5.0% of each employee's scheduled salary plus the percentage differential between the amount of the employee's salary step and the salary amount of the next higher salary step.
- C. For each year after the 1981-82 school year, each of the amounts set forth in Schedule A shall be adjusted by an amount equal to the lesser of the percentage amount of the lump sum payment made in paragraph B, or 5.0%. The amount as computed shall not be applied for the payment of actual scheduled salary during the 1981-82, 1982-83, 1983-84, or 1984-85 school years.
- D. For the 1985-86 school year, each of the step amounts as set forth in Schedule A shall be adjusted to reflect the percentage increases computed per paragraph C, if any, for the 1982-83, 1983-84, and 1984-85 school years; the resulting 1984-85 salary schedule shall then be adjusted per the following schedule:

If the sum total of % increases of the salary schedule for the 1982-83, 1983-84, and 1984-85 school years is:

The 1984-85 salary schedule shall be increased by \_\_\_\_\_ for 1985-86

15% or more	5%	7	5700
14%	6%		
13%	7%		
10%	10%		
6%	14%		
5% or less	15%		

E. Surplus

1. A year-end surplus shall be defined as an amount, if any, equal to the total school fiscal year's General and School Services Fund, operational revenue allocated from all sources minus the total school fiscal year's expenditures which include interest on loans for operational and school services purposes and including the principal payments to the Gaylord State Bank for the State Aid/Re-payment program as follows:

1982-83	\$52,453.33
1983-84	52,453.33
1984-85	52.453,34

2. The Board hereby agrees that until its debt to the Gaylord State Bank identified above is repaid, it shall limit its operational expenditures to those items which are absolutely necessary to maintain the educational program in effect at the time this agreement was reached, including necessary maintenance and/or replacement of plant and equipment related thereto. This limitation shall not be construed to preclude the implementation of any additional educational programs which are fully funded by earmarked revenue obtained from agencies, grants, fundraising and/or donations. Both parties agree that repayment of the debt, implementation of the current educational program, payment of the possible lump sum payments identified above and maximization of district revenue are the number one priorities of the district.

Examples of expenditures which are deemed absolutely necessary to maintain program and maximize revenues of the district include:

- a. Implementation of staffing or program mandated by state or federal law;
- b. Utilizing funds earmarked for specific purposes which are obtained from agencies, grants, fundraising and/or donations;
- c. Expending funds to obtain specific grants of revenue, which require the school district to contribute a participating share, for purposes other than expanding current educational program;
- d. Expending funds for legal defense of law suits and other forms of litigation before administrative agencies and arbitration of grievances.

Examples of expenditures which are deemed not absolutely necessary to maintain program and maximize revenues of the district include:

- a. Expansion of the current curriculum, support staff, teaching staff, or administration from the general operating revenue received from all sources, unless fully funded from earmarked revenue obtained from agencies, grants, fundraising and/or donations;
- b. Transfers to debt retirement or building and site funds or trust and agency funds.

3. The Board shall submit to the President of the Association a monthly itemization of all operational and trust fund expenses incurred during the previous month, throughout the 1982-83, 1983-84, and 1984-85 school years.

SCHEDULE A

PAY RATES - 1980-81

Department	Step 1	Step 2	Step 3	Step 4	Step 5
High School Secretary (hr) <del>MS</del>	5.40	5.55	5.70	5.85	6.00
Bus Drivers					
Regular (yr) } TIX	3,520	3,620	3,720	3,820	3,920
Gaylord (yr)	5,000	5,100	5,200	5,300	5,400
Kindergarten, Headstart TIX					
or Kindergarten/Headstart (yr)	1,914	2,014	2,114	2,214	2,314
Extra Trips (hr) †	4.00	4.10	4.15	4.20	4.25
Head Cook (hr) <del>MS</del>	3.83	3.98	4.13	4.28	4.43
Kitchen Helper (hr) <del>MS</del>	3.56	3.71	3.86	4.01	4.16
Head Custodian-Elem. (hr) <del>MS</del>	4.38	4.53	4.63	4.73	4.88
Custodian (hr) <del>MS</del>	3.30	3.45	3.60	3.75	3.90
Maintenance-Bldg. (hr) <del>MS</del>	5.29	5.44	5.59	5.74	5.89
Bus Maintenance (hr) <del>MS</del>	4.33	4.48	4.63	4.78	4.93
Aides					
Teacher (hr) <del>MS</del>	3.33	3.48	3.63	3.78	3.93
Library (hr) <del>MS</del>	3.98	4.13	4.28	4.43	4.82

F. An employee presently receiving more pay than the above schedule allows will be frozen at his/her higher rate until such time as the schedule catches up to him/her.

G. The Bargaining Unit member employed in the position set forth on the above salary schedule shall be paid the rate set forth therein during the term of this Agreement, subject to modifications per sections A through E of this article.

H. The increment shall be an increase in salary applicable on the Bargaining Unit Member's anniversary date, which is the date of hire in the School District, and subject to paragraph A through E of this article.

I. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the Board.

J. Beginning the tenth (10th) year of employment, an employee will receive a \$225.00 longevity payment, in addition to his/her above rate of pay.

K. The above extra trip hourly rate will be paid for all driving time. Waiting time will be at \$3.20 per hour excluding sleeping time. Meals and room expenses will be reimbursed upon receipt if prior arrangements have been made with the Superintendent.

L. A minimum of two (2) hours pay will be given for each extra trip.

M. Bus drivers will be paid \$4.00 per hour for each hour needed to attend driver training school for certification.