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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE FACT
FINDING BETWEEN:

MERC CASE NO. L88- G-616

STANDISH-STERLING COMMUNITY
SCHOOLS,

Respondent,

FACT FINDER: Robert F. Browning

and

STANDISH-STERLING ESP/MEA-NEA,
(Non-Certified Personnel),

Petitioner.

FACT FINDER'S REPORT AND
RECOMMENDATIONS

APPEARANCES

For the Standish-Sterling Community Schools

Claude L. Inch, Superintendent and Chief Negotiator
Patricia Swartz, Board President
Benjamin Brummer, Board Treasurer
Michael Schwab, Board Trustee
Dennis Haut, Negotiating Team Member
Roger Anderson, Negotiating Team Member

For the Standish-Sterling ESP/MEA-NEA

Floyd J. Fitch, MEA 12-D Uniserv Director and Chief Negotiator
Pat Warden, President of Support Personnel
Winn Olepa, Negotiator Support Personnel
Bryan Sullivan, Negotiator Custodians
David Lucka, Vice President

2/26/90

FACT FINDER'S REPORT AND RECOMMENDATIONS

I. INTRODUCTION

The parties were unable to arrive at a new collective bargaining agreement. The last contract between the parties was by and between the Standish-Sterling Community School District and the Standish-Sterling Non-Certified Personnel Association (SSNCPA), which ran until June 30, 1988.

The present parties, namely, the Standish-Sterling Community Schools and successor union collective bargaining group, the Standish-Sterling ESP/MEA-NEA, have so far continued to work under the old agreement on a day-to-day basis.

For approximately twenty years (1966-1988), the non-certified employees had been represented by SSNCPA.

On May 24, 1988, the employees voted 38-34 to affiliate with the Michigan Education Association. This election was certified by the Michigan Employment Relations Commission (MERC) on June 6, 1988.

This is the first collective bargaining negotiations by and between the new bargaining representative Standish-Sterling ESP/MEA-NEA and the continuing Employer, the Standish-Sterling Community Schools.

Several negotiating sessions between the parties were unsuccessful. The Union eventually requested state mediation. On January 19, 1989, the State Mediator, Judith Rhodes, met with the parties. On February 10, 1989, the Mediator met with the Union.

On February 20, 1989, there was a lengthy meeting between the Mediator and the parties. Despite the best efforts of the Mediator and the participation of the parties, the disputed matters remain unresolved.

Subsequently, the Union petitioned for Fact Finding on March 6, 1989. On May 10, 1989, the Michigan Employment Relations Commission appointed Robert F. Browning as Fact Finder in this case.

Contact by the Fact Finder with the parties established a Pre-Hearing which was held on June 14, 1989, at the Administration Offices of the Standish-Sterling Community Schools, Standish, Michigan.

At the Pre-Hearing, the Fact Finder was concerned, upon the parties confirming, that the unresolved issues between the parties are not several, but the unresolved language and economic terms of a new contract.

The issues identified by the partes as being unresolved were:

- I. Recognition
- II. Association Rights and Security
- III. Rights of the Board of Education
- IV. Dues, Service Fees, and Payroll Deductions
- V. Seniority
- VI. Workyear, Workweek, Workday
- VII. Vacancies, Promotions, and Transfers
- IX. Grievance Procedure
- X. Working Conditions

- XI. Sick Leave
- XII. Paid Leaves of Absence
- XIII. Unpaid Leaves of Absence
- XIV. Compensation
- XV. Insurance Protection
- XVII. Maintenance of Standards
- XX. Duration of Agreement

The above issues in dispute are identical with those submitted by the Union in its Petition for Fact Finding.

The parties requested time, approximately thirty days, to gather their exhibits and prepare their presentation on the issues.

Hearings were held on July 18 and July 20, 1989, at meeting rooms in the Courthouse at Standish, Michigan.

The parties did not choose to submit post-hearing briefs. The Fact Finder requested that the parties prepare and submit further information to the Fact Finder upon the wage and fringe costs for employees under the old agreement and for the costs of the proposed wage and fringe increases as proposed by the Union and as offered by the Employer. The last of this information was received by the Fact Finder on September 11, 1989.

II. BACKGROUND

The Standish-Sterling Community School District is approximately 260 square miles in area comprised of the City of Standish, the Village of Sterling, and the surrounding areas.

The District has three buildings. Standish-Sterling Central High School serves the junior and senior high population. Standish Elementary School and Sterling Elementary School serve the elementary school population.

The non-certified personnel employees, represented by the Standish-Sterling ESP/MEA-NEA in collective bargaining and involved in this fact finding, are seventy-six (76) persons and include custodial, clerical, paraprofessional, food service, and transportation employees.

III. FACT FINDER'S POWERS

The Fact Finder's recommendations are non-binding upon the parties as provided in the statutory powers granted to the Fact Finder in accordance with Section 25(1) of the Michigan Labor Relations and Mediation Act (Act 187 of the Public Act of 1939, as amended).

IV. DISCUSSION OF THE ISSUES AND FACT FINDER'S RECOMMENDATIONS

ISSUE 1: I. RECOGNITION

The Association (Union) proposes to add "miscellaneous" personnel to the bargaining unit. Such miscellaneous employees were described as a copy operator, hot lunch cashier, delivery boy, and crossing guard. The Association stated it was trying, by this request, to protect an erosion of the bargaining unit.

The Board (Employer) argues that "miscellaneous" employees were excluded in the prior contracts and were not covered in the Consent Agreement with respect to unit classification which excluded miscellaneous employees (such as those described above) which were not covered by the prior collective bargaining agreement. (Joint Exhibit 1).

The Consent Agreement with respect to classification and the election occurred in June of 1988. This is the first agreement, which is yet to be negotiated, between the parties. The proposed addition of "miscellaneous" by the Association is in the area of "permissive" bargaining. The Fact Finder is not inclined to impose this addition in my recommendation, because the past bargaining history between the parties did not include "miscellaneous" and it as not included by the present parties in the employer and union Consent Agreement just prior to the MERC election.

The language proposed by the Association and the language proposed by the Board is not significantly different, other than the inclusion or exclusion of "miscellaneous" employees.

Since the Fact Finder is not recommending the inclusion of "miscellaneous" in the Recognition Clause, the Fact Finder recommends the adoption by the parties of the following language proposed by the Board:

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, including all non-probationary, non-certificated personnel, but excluding all supervisory, miscellaneous and executive personnel as defined in MERC election L-88-G 616-2. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise

indicated, hereinafter be referred to as "Employees" and reference to male personnel shall include female personnel.

B. The Board agrees not to negotiate with any non-certificated personnel organization, other than the Association, for the duration of the Agreement. All members of the negotiation team of the Association must be present for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

The Fact Finding points out that Section A is basically the language of the 1985-88 Agreement (21), except for the added term "non-probationary" and the reference to the recent MERC election. Section B is the exact language of the prior agreement, except for the exclusion of a sentence pertaining to "grievances", which the Union asserted did not belong in the recognition clause.

ISSUE 2: II. ASSOCIATION RIGHTS AND SECURITY

At the Hearing, the Association states that its proposal is proposing new language which is similar to the teacher's contract language with the Board. There was no Association Rights language in the old contract.

The Association proposal on Association Rights and Security is as follows:

ARTICLE II. ASSOCIATION RIGHTS AND SECURITY

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to organize, join and support the Association for the purposes of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment

of any of the rights conferred by Act 379 or any other law of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievances, complaint, or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.

- B. The Board specifically recognizes the rights of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- C. The Association and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the Principal. No bargaining unit member shall be prevented from wearing insignias, pins, or other identification of membership in the Association, either on or off school premises. Faculty bulletin boards, school mail, and other established media of communications shall be made available to the Association and its members with the exception of political issues.
- D. The Board agrees to furnish to the Association, in response to reasonable requests from time-to-time, all available public 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 bargaining unit members, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The Association shall be advised by the Board of any new or modified millage, bond or tax programs which are proposed or under consideration, and the Association shall be given reasonable opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.
- F. Any case of assault upon an employee in school-connected business shall be promptly reported to the Board or its designated representative. Time lost by an employee in connection with any incident heretofore mentioned shall not be charged against the employee.

The Board argues that much of the proposed Union language is redundant and that in much of the language it is a restatement of the law.

The Board has proposed that "The Association and its members shall have the right to use school building facilities at reasonable hours for meetings, subject to scheduling by the Principal." Further, the Board has agreed to provide bulletin board space as follows: "The Association shall be provided in each building bulletin board space for the express purpose of posting notices to carry on Association business."

The Union and Board proposals are not in conflict regarding meeting facilities and bulletin board space.

As observed, most of the proposed Association language is the same or similar to the Teacher's Association contract with the Board on Association Rights.

The Fact Finder is of the opinion that mention of Association Rights and Security should be a part of the Agreement.

The Fact Finder recommends the Association's proposal to the parties for inclusion in the new Agreement, as follows: Sections A, B, C, D. For Section E, the Fact Finder proposes "The Association shall be advised of any new or modified millage, bond, or tax programs which are proposed. The Fact Finder is not persuaded that the Board has the obligation nor that the Association has a right or to expect a contractual requirement that the Association be given reasonable opportunity to consult with the Board with respect

to the proposed annual budget prior to its adoption and general publication.

The proposed Article F is not in the teachers' contract. Matters of time lost by an employee and reporting of assaults, in the opinion of the Fact Finder, do not belong in an Association Rights clause and it is not recommended.

ISSUE 3: III. RIGHTS OF THE BOARD OF EDUCATION

The prior Agreement (Joint Exhibit 1) did not contain a Management Rights clause.

The Association proposed the following Management Rights clause, which is the same language as presently exists in the contract between the teachers and the Board (Union Exhibit 5) 1988-1991 contract.

The proposed language offered by the Association is as follows:

ARTICLE III. RIGHTS OF THE BOARD OF EDUCATION

- A. It is recognized by all parties hereto that 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 of the Constitution of the State of Michigan and the United States. It is further recognized that the exercise of aid powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.
- B. The Association specifically recognizes the rights of the Board appropriately to invoke the assistance of the Michigan

Employment Relations Commission, or a mediator from such public agency.

The Board has offered language which not only embraces paragraph A as proposed by the Union but would offer in addition, by way of illustration and not by way of limitation, eleven, detailed in many instances and in other broad, statements of employer rights.

The Fact Finder is not of the opinion that the Agreement should be a place to set forth every favorable example of employer rights culled from other bargaining agreement management rights clauses and labor cases.

The proposal offered by the Union is a broad management rights clause which this Board has already found acceptable in the teachers' contract. The Fact Finder recommends the adoption of the Union proposal, since it would not hamper or restrict management in the exercise of its rights.

ISSUE 4: IV. DUES, SERVICE FEES, AND PAYROLL DEDUCTIONS

The Association proposes an Agency Shop provision, which would require as a condition of continued employment that a member of the bargaining unit either become a union member or pay a service fee to the Union equal to membership dues.

The Union, in its position, stated that it is requesting Teachers' Contract language in this area. However, the language in the Teacher's Contract (U5) is permissive and not mandatory "may" versus "shall" in the Association's request. Failure to pay

union representation fees would require the Board, upon written notification from the Association, to terminate the employee. The Teacher's Contract does not contain the mandatory termination presented by this Association in its demand.

The Union wants all members in the bargaining unit to be in the Association as a member and pay union dues, or, in the alternative, pay a service fee, or be terminated from employment.

The Board is opposed to the mandatory agency shop request, and is in favor of allowing the individual in the bargaining unit to choose whether or not to pay a representation fee. Contracts with the prior Association, involving many of the same employees in the bargaining unit, did not have an agency shop provision.

The Fact Finder finds it significant that of the seventy-six (76) employees in the bargaining unit on May 24, 1988, the election vote was 38-34. A number of these employees have yet to join and/or financially support the bargaining unit. The Fact Finder recognizes the Association's concern that non-members of the Union, who are in the bargaining unit, are not contributing to the cost of negotiation and administration of the proposed agreement.

The Fact Finder is not persuaded that this alone should merit the adoption of the Union's proposal when weighed against the number of employees who did not vote for the Union in the election. The Union does not have this clause with the Employer in the Teacher's Contract.

The Fact Finder does not recommend the adoption of the Association proposal, which would require that the bargaining unit

employee shall pay union dues and/or service fees and that the Board shall terminate upon demand by the Association, any bargaining unit employee who does not comply.

ISSUE 5: V. SENIORITY

Both parties have offered a combination of old and new language on seniority. With comments, the Fact Finder recommends the following language to the parties:

ARTICLE V. SENIORITY

- A. Seniority shall prevail in the Standish-Sterling Community School district.

Comment: Both parties accepted this old contract language.

- B. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Upon completion of the probationary period, accumulation of seniority shall begin from the employee's initial date of hire. In the event that more than one (1) employee has the same date of hire, position on the seniority list shall be determined by drawing lots by those affected. A paid holiday shall be counted as the first working day in applicable situations.

Comment: This language was proposed by the Union. The Employer agrees that drawing of lots is a reasonable procedure for dealing with same hiring dates. The Fact Finder offers the probationary period language as a modification of the definition of Seniority. The Union offered this language as a clarification and as a result of some earlier experience with the seniority clause and its application. The Fact Finder believes the language offered by the Union is fair to both parties and seems to reflect the intention of the parties.

- C. Seniority in position does not carry from one classification to another. The following non-interchangeable occupational groups are agreed to: Custodian, Cafeteria, Bus Drivers, Special Education Drivers, Aides, Clerical, and Mechanics.

Comment: The parties are in agreement on this clause with the exception that the Union offers Paraprofessionals rather than Aides. Aides was the descriptive classification in the old Agreement. The Fact Finder recommends Aides as the proper classification, because it was in the old Agreement and in the bargaining unit. However, the parties may find that Paraprofessionals is a better classification term.

- D. Probationary period: New employees shall be on probation during the first ninety (90) days worked. During this period, they have no seniority and may be discharged. Upon completion of the probationary period, their names shall be placed on the seniority list retroactive to their date of hire.

Comment: The Union proposes a sixty (60) day probationary period. The prior agreement contained a ninety (90) day period. The Association, at the Hearing, did not cite any abuse by the employer of the probationary period toward employees. The Board argued that 90 working days probationary period provides the employer time to observe and review the performance of the employee in a range of conditions. The Fact Finder recommends the continuation of the 90 days.

- E. Termination of seniority: An employee's seniority shall terminate upon the occurrence of any of the following:
- (a) Voluntary quit.
 - (b) Discharge for just cause.
 - (c) Retirement.
 - (d) If leave of absence is granted, seniority is frozen for the length of time the leave was allowed. Upon return to position, seniority will resume as of the last date the employee worked before taking the leave.
 - (e) Failure to return from a leave of absence or layoff as scheduled without permission of the Board.

Comment: Items (a), (b), and (c) are in agreement by the parties. The Fact Finder does not find a significant arbitral distinction between cause and just cause. In item (d), frozen is a more apt term than terminated. Item (e) is a new clause which appears to conform with the overall agreement.

- F. The Board shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) workdays after the effective date of this Agreement and updates prepared and posted semi-annually thereafter. A copy of the

seniority list and subsequent revisions shall be furnished to the Association.

Comment: This is a new clause proposed by the Association. The Board does not object to posting a list annually. Semi-annually does not appear to be much of an imposition, since little would likely change. Both parties may want to observe the existing seniority list, prepared by the employees and concurred in by the District.

- G. For the purpose of reduction in personnel, layoff or recall of a bargaining unit member working in more than one (1) classification shall be deemed to be assigned to all appropriate classifications.

Comment: This is a new clause proposed by the Association. This does not seem to conflict with (c), because here is a bargaining unit member who is working in more than one (1) classification.

ISSUE 6: VI. WORKYEAR, WORKWEEK, WORKDAY

A. The language of the old contract provides, in part, as follows:

All employees working six (6) hours or more are required to have a one-half (1/2) hour uninterrupted lunch break. (They may leave the building if they so desire). . . .

Both parties agree on the above language.

The old contract provided that "all employees working more than 4 hours but less than 6 are entitled to a twelve (12) minute break. Employees that work more than 6 hours are entitled to a fifteen (15) minute break." The Board recommends that this language remain unchanged.

The Association proposes a fifteen (15) minute break for all employees working more than four hours and that employees who work eight (8) hours are entitled to two (2) fifteen (15) minute breaks.

Neither side has offered the Fact Finder comparables on the break time. The Fact Finder recommends a twelve (12) minute break for all employees who work more than 4 hours but less than 6 hours, and that employees who work eight hours are entitled to two (2) twelve (12) minute breaks.

The old agreement provides that "If an employee is asked to work extra time by their supervisor, they shall be paid their individual regular wage.

Both parties agree on that language. The Union proposes that the employee be paid for hours over eight in a shift at 1-1/2 times for the excess hours. The Board opposes this added cost.

Many of the employees do not work eight hours in a day. They would not be affected. Those who work eight hours per day regularly are not often called on for overtime. Under the law, hours in excess of forty hours in a week are to be paid at 1-1/2 times. The Fact Finder does not recommend the payment of 1-1/2 over eight hours in a day.

- B. The minimum call-in for emergency situations shall be two (2) hours at the employee's appropriate rate of pay.

This is new language proposed by the Union. The Board opposes. No examples were presented to the Fact Finder. The Fact Finder recommends that the minimum call-in for emergency situations shall be a two-hour minimum. During the two hours the employee shall perform work. The Fact Finder does not recommend that any portion of the two hour minimum be interpreted as show-up time.

C. The Union proposes "Employees working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.

The Fact Finder believes that in most overtime situations, it will not exceed two hours. If the employee works more than four hours of overtime, the Fact Finder recommends a fifteen minute break.

The Union further proposes:

Overtime shall be divided among employees within each classification as follows:

1. Overtime shall first be offered to the employee who is qualified to do the activity having the greatest seniority in the affected classification. If all employees in the affected classification refuse the overtime following a second offer, the least senioreed employee who is qualified to perform the work may then be required by the Board to perform the overtime work.
2. Overtime will be recorded by the use of an "Overtime Equalization Chart" and will be offered to each employee in rotation based on seniority. Overtime that is refused by an employee will be charged on the chart for the purpose of balancing the overtime.
3. Overtime that is unused by an employee who has suffered injury on the job will not be charged against him/her on the Overtime Equalization Chart for up to one (1) calendar year. Upon his/her return, every effort shall be made to adjust this loss by giving him/her first assignment of overtime.

The testimony at the Hearing offered by the Employer stated the Employer does not pay on an average of over twenty-five hours of overtime in a year. The language offered by the Union appears cumbersome for the amount of overtime involved. The Board stated there have been no problems in the overtime area of which the employer is aware either through consultation with employees or grievances. The Fact Finder does not recommend the Union's

language, believing it to be too complicated a system to be imposed for the few hours of overtime. Certainly, the Employer should give consideration to seniority and in addition, where applicable, a fair balancing of overtime among the employees within a classification.

- D. All bargaining unit members shall abide by the law governing snow days. If there is a change in the law, this Section of the Contract shall be reopened and renegotiated. In the event school is closed early due to weather, employees will be paid for time worked.

The law governs snow days. The Fact Finder recommends the adoption of the clause. The parties have abided by the law governing snow days. The clause is the same as Article V of the old contract "Emergency School Closing."

Secretaries will work all days that school is in session and the Parent-Teacher Conferences and Marking Days. (See Salary Schedule). Total yearly time of each office employee is included in the Salary Schedule.

The parties are in agreement and the Fact Finder recommends.

Aides will work all days school is in session.

The Association proposes "Paraprofessionals." The Fact Finder is recommending "Aides" as being the classification description in the former agreement and in the bargaining unit election.

Cooks will work each day school is in session.

No change -- parties are in agreement. Fact Finder recommends.

Custodians and Mechanics will work a regular five (5) day week (forty [40] hours) with the exception of the following holidays: Independence Day, Labor Day, Thanksgiving and the following Friday, the day before Christmas and Christmas Day, the day before New Year's and New Year's Day, Good Friday afternoon and Memorial Day. Custodians will work on Saturday when needed for a special function. The Custodians and Mechanics will have the following time:

- 1 week after the first year
- 2 weeks after the second year
- 3 weeks after ten years
- 4 weeks after twenty years

No change -- parties are in agreement. Fact Finder recommends.

Bus Drivers will work each day school is in session.

No change -- parties are in agreement. Fact Finder recommends.

- F. Any bargaining unit member in the Standish-Sterling system who works the one hundred-eighty (180) day school year shall be discouraged from taking any extended time off during the school year.

No change -- parties are in agreement. Fact Finder recommends.

ISSUE 7: VII. VACANCIES, PROMOTIONS, AND TRANSFERS

The Union's position is as stated in its Counter-Proposal (Joint Exhibit 2). The Board's position is the language contained in Article II of the 1985-1988 Agreement (Joint Exhibit 1). The Board rejects the use of seniority as being the sole factor. It advocates that the filling of any position will be governed by the principle providing the best person for the position with seniority preference.

The Fact Finder recommends a blend of the two positions (Union and Board).

- A. A vacancy shall be defined as a newly created position or a present position that is not filled and that the Board intends to fill.

This definition proposed by the Union is recommended by the Fact Finder. The old agreement did not contain a definition of vacancy.

- B. All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) workdays.* Said posting shall contain the following information:
1. Type of work.
 2. Location of work.
 3. Starting date.
 4. Rate of pay.

This is language proposed by the Association. The Fact Finder recommends this language. It notifies all employees. The Fact Finder finds this preferable to the old contract language, which required the Board to notify the President of the Association who then became responsible to notify all non-certificated personnel concerned.

The Fact Finder further recommends that a paragraph be added to (B) above which the Board offers and was contained in the old agreement, as follows:

It is understood by both parties that any opening may be filled temporarily for the first fifteen (15) days, thereby giving any employee time to apply for said position or opening.

- C. Interested employees shall apply in writing to the Superintendent or designee, within the ten (10) day posting period.** The Board shall notify the Association President of vacancies occurring during the summer months (June, July, August).

The Fact Finder recommends this C, with the recommendation that, for conformity, it shall be a fifteen (15) day posting period.

* The Fact Finder recommends a posting period of 15 workdays.

** For purposes of conformity, the Fact Finder recommends a fifteen (15) day posting period.

D. The Fact Finder recommends the following language:

Within ten (10) workdays after the expiration of the posting period, the Board shall notify the applicant selected to fill the posted position and shall also notify the President of the Association of the applicant selected.

1. Vacancies shall be filled with the most senioreed applicant from within the affected classification.

The Fact Finder recommends that this be a qualified applicant with the most seniority.

2. Should no employee from the affected classification apply, the vacancy shall then be filled by a qualified applicant from the other classifications with the most seniority.

The Fact Finder recommends this.

E. The Union proposes a thirty (30) workday trial and a thirty (30) day option by the employee to decide.

The old agreement provided a ninety (90) working day period. The Fact Finder recommends a continuation of the ninety (90) day period.

The Fact Finder recommends the following clause to the parties (which is the Board's proposed clause, and is more encompassing than the Union's proposed clause:

In the event an employee is promoted or changes positions or buildings, within the school system, the employer shall have up to ninety (90) days probation period to decide if that employee is capable of such a position, or if employee decides against remaining in the new position nor building. If not, the employee may return to the previous position or building without loss of seniority.

F. Employees shall not be placed on a lower step of the salary schedule due to transfers.

The Fact Finder does not recommend this clause. The transfer might be the only job available and be at a lesser rate.

G. The parties agree that involuntary transfers of employees are to be effected only for reasonable and just cause.

The Fact Finder recommends this language, proposed by the Association, but recognizes that it can, by its nature, cause grievances.

- H. Any employee who temporarily assumes the duties of another employee will be paid the regular appropriate rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.

This is a new proposed clause offered by the Union. It was not in the old contract. The Fact Finder is impressed that this language is fair and recommends it.

NOTE: The Board has offered the following paragraph:

In the event an employee's job is discontinued and at a later date re-opened as full or sub, that position shall be offered to the employee who previously held that position, providing their work has been satisfactory and they remain in our school system. Seniority shall be resumed.

The Fact Finder recommends that this clause be included in the contract.

The Union has requested a "Substitute" clause. The Board objects in that "substitutes" are not in the bargaining unit. This is an area of permissive bargaining. The Fact Finder does not recommend the "Substitutes" clause.

Bus Drivers. The Bus Driver language is that of the old Agreement, except that on student trips, the bus drivers want the trip rat to be increased from \$5.50 in the present agreement to \$6.00 per hour.

The Fact Finder is of the opinion that the \$.50 increase is not unreasonable and recommends it. The parties are in agreement

on the rest of the bus driver language. The Fact Finder recommends its continuation.

VIII. REDUCTION IN PERSONNEL LAYOFF AND RECALL

The Fact Finder was advised by both parties during the Hearing that this article on layoff and recall has been agreed to by the parties. The language to be included in the new agreement, when reached, is the Board proposed language to Association regarding layoff-recall dated December 5, 1988 (Exhibit G). The Fact Finder so recognized as recommends.

ISSUE 8: IX. GRIEVANCE PROCEDURE

The Association wants a binding arbitration clause. Where the grievance is processed through the steps and unresolved, the Association proposes that it may be referred to an impartial arbitrator upon the request of either party. The arbitrator's decision would be final and binding on all parties, including the employees involved. The binding arbitration procedure regarding the arbitrator, as proposed by the Association, is the language that exists in the teacher's contract with the Board.

The Board is opposed to binding arbitration and proposes grievance procedure language which is the same as in the 1985-1988 Agreement between the Board and the former Non-Certificated Personnel Association (SSNCPA).

The Association feels strongly on "binding arbitration," believing that a number of grievances were not resolved under the old contract grievance language.

The Board wants a "no strike" clause in the Agreement, stating the law prohibits public employees from striking.

It is a fair demand by the Union that a binding arbitration clause be placed in the new agreement. In like manner, it is a fair demand by the board that there be a no strike clause. However, in most collective bargaining agreements, the no strike clause is given by the Union in return for the Employer's consent to a binding arbitration clause, in effect, a "quid pro quo."

With the present attitudes and positions of the parties on these two clauses, the Fact Finder does not recommend a binding arbitration clause or a no strike clause, but does therefore recommend the grievance procedure language of the old agreement and as presently offered by the Employer for inclusion in the new Agreement.

ISSUE 9: X. WORKING CONDITIONS

The working condition language is new language demanded by the Association. The Board position is to reject the language. The Board proposes that the Board's existing policies and procedure and the law provide adequate protection for the employees and that many of the items in the Association proposal are already covered under the Rights of the Board of Education.

The Fact Finder will set forth Article X, Working Conditions as presented by the Union. The Fact Finder will offer its comments and recommendations on the paragraphs A through H as follows:

X. WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

The Fact Finder finds this to be a reasonable clause for the safeguarding of the employees and does not impose an unfair obligation on the Employer. The clause is recommended by the Fact Finder for inclusion in the new agreement.

- B. No employee shall be required to enter a building alone as to be left alone in a building.

The Association stresses this as a safety clause. The Board is concerned with the increased cost if an employee cannot enter a building alone. With most of the classifications and their work hours, other employees would be in the building. It would appear that a custodian or mechanic might, by the nature of his or her job, at times be alone in a building. The Fact Finder is not persuaded that this proposed clause is necessary and does not recommend it.

- C. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.

The Board states it has a policy with regard to disruptive students. The Fact Finder recommends the inclusion of clause C in the new contract believing it does not impose any added responsibility upon the Board.

1. The Board shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.

The Fact Finder does not recommend C(1) above, believing that at time the employee cannot be relieved of responsibilities with a disruptive or non-conforming student. Paragraph C reflects already that the Board shall assist an employee. It does not state it will relieve the employee of responsibilities.

2. Employees may use such physical force with a student as is necessary to protect themselves, a fellow employee, teacher, administrator, or another student from attack,

physical abuse, or injury, or to prevent damage to District property.

The Fact Finder does not recommend the inclusion of C(2). The law itself and the facts will determine the right or wrong use of force by an employee in the above situations. the proposed language does not add anything to the employee's legal rights. It would give the employee a false sense of self-assurance.

- D. No employee shall be required to dispense or administer medication.

The Board argues that, at times, for the well-being of the student, medication is to be given to a student during school hours. In this instance, the liability, if any, is on the employer who directs the employee to give the medication to the student. The Fact Finder believes clause D, as proposed, is one hundred percent restrictive and may not be in the best interests of the student. The Fact Finder does not recommend the clause. The Fact Finder suggests that the Board be given some authority or disclaimer and release from the parent, if the school is to administer medication to a student.

- E. An employee shall be responsible to only one (1) supervisor, said supervisor to be designated by the Board at the beginning of each school year with written notification provided to each employee. In the absence of a building supervisor or designee, employees shall not be held accountable or make responsible for the administration or supervision of the building.

The testimony at the Hearing by the Board indicates that on some shifts, day or afternoon, there are no supervisors, but there are administrative staff. The Fact Finder does not recommend this clause.

- F. The Board shall provide reimbursement for the cost of licenses, or the renewal of licenses required for the employee to perform his/her job or assignment.

The current and past practice of the Board for the past ten years is to pay for the bus drivers' licenses. No other evidence was offered at the Hearing of other types of licenses being paid. The language, as proposed, is open-ended. The Fact Finder recommends that the clause state "bus drivers'" licenses, which reflects the practice of the Board.

- G. The duties of any employee or the responsibilities of any position in the bargaining unit shall not be increased or transferred to persons not covered by this Agreement without the prior written agreement of the Association.

Areas mentioned in the above clause are treated in the Management Rights and Transfer sections of the Agreement. The Fact finder does not recommend clause G.

- H. The Board agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit.

The Fact Finder does not find that this proposed clause infringes upon management rights. The Fact Finder does not believe that either party should regard an "emergency use" as a displacement. The Association is concerned that "miscellaneous employees" who are not in the bargaining unit may be used to displace employees in the bargaining unit. The Fact Finder recommends clause H.

ISSUE 10: XI. SICK LEAVE

The sick leave clause, as existed in the old agreement, has been proposed for change by both the Union and Employer.

In the petition, the Association asked for five additional days accumulation over the old agreement -- Secretaries, Custodians, and Mechanics from 65 to 70 days; Cooks and Aides from 52 to 57 days; and Bus Drivers and Special Education Drivers from 52 to 57 days. The Board opposed the five additional days accumulation proposed.

The old agreement language did not provide absence for illness in the immediate family. The Union proposes four days; the Board proposes three days.

The Fact Finder believes that the present accumulation policy of sick days is generous, and does not recommend the five-day accumulation increase in the several classifications.

The three-day deduction in one year for illness in the immediate family is also recommended by the Fact Finder.

The Fact Finder recommends the sick leave language proposed by the Board. This proposal is a blend of existing language plus changes discussed by the parties. The Fact Finder recognizes the parties did not reach final agreement on the language proposed by the Board, but the Fact Finder is persuaded that it is equitable to the employees and recommends it. (For the specific language, see Article MM presented to the Fact Finder and the Association at the second day of Hearing, July 20, 1989.)

ISSUE 11: XII. PAID LEAVES OF ABSENCE

The Fact Finder's record and notes of the Hearing on July 20, 1989, established that the parties are in agreement on this clause which basically is a continuation of the old contract language, plus a jury duty clause agreed upon by the parties. The employee shall be compensated for jury time.

ISSUE 12: XIII. UNPAID LEAVES OF ABSENCE

The Association proposes the language of the old agreement plus an unpaid leave of absence for military leave.

The old language states that "upon return from leave, the employee shall be assigned to the same position. The Association wants the retention of this "same position" language.

The Board argues that it cannot obligate itself to return an employee to work if it does not exist. The Board proposes the following language:

- B. Upon return from a leave of absence, such employee shall be re-employed at work generally similar to that which the employee last performed and at the prevailing rate of pay for that job, if available.

The Fact Finder believes both parties to be well intentioned on this issue, and recommends the following language to the parties:

Any employee whose personal illness extends beyond the period compensated under Article _____ Paid Leaves of Absence, may be granted a leave of absence without pay for such time as it is necessary for complete recovery from such illness. Upon return from leave, the employee shall be assigned to the same position, if available, otherwise to a similar position and at the prevailing rate of pay for that job, if available.

(Underscored language offered by Fact Finder.)

The Fact Finder recommends the military leave absence addition as proposed by the Union and to which the Fact Finder understands that the Board agrees. The language is:

- B. An unpaid leave of absence may be taken for the following purpose:
 - 1. Military Leave - A leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve.

The Fact Finder is aware that the Board's proposal (OO) which was submitted at the last day of Hearing, contains a number of paragraphs regarding unpaid leaves of absence, which was not discussed at the Hearing by the Board with the Fact Finder or the Association. The Fact Finder's recommendation is based on discussion of the parties at the Hearing, wherein the point of contention was the return to the exact same position, versus a similar position.

ISSUE 13: XIV. COMPENSATION

Simply stated, the Association proposal of a 6% increase across the board over the existing 1987-1988 wage schedule would, on that basis, amount to a \$43,200 salary increase for the 1988-89 school year only. The Union wants this wage increase retroactively from July 1, 1988 to June 30, 1989. A 1% increase in salary over the old salary schedule, both parties agree, amounts to approximately \$7,200 to \$7,500. The Association projected a \$7,200 figure.

Basically, the Board proposes a 4% salary increase over the existing 1987-88 wage schedule. The Board would apply the proposed increase only prospectively upon ratification of the new Agreement. This figure, at a 4% increase, approximates \$28,800, based 1% at \$7,200.

The wage offers are further complicated in that presently there are two Custodian rates. The Association wants to have one Custodian rate, an adjustment upwards for the lower rated cus-

todians, and also upward adjustments for Library Coordinator and Library Supervisor rates. The Board also, with respect to custodial salaries, has proposed restructuring the rates, but leaving two rates.

Attached to the Fact Finder's Report is a copy of the Union's wage proposal (U6) and the Board's wage proposal Article PP. Also attached is a wage list of comparable wages for the classifications from school area employers. (Exhibit B) The Standish-Sterling data represents wages paid during 1988-89 School Year based on 1987-88 Schedule. The wage data for other districts represents wages paid for 1988-89 School Year contracts.

The Fact Finder is impressed in reviewing Exhibit B, that in looking at the rural districts, the wage figures for Standish-Sterling shown for 1987-1988 (which were also paid for 1988-89, compare favorably to the similar district 1988-89 wage figures. It should be pointed out, though, that the Association bargaining unit performed their work in 1988-89 without any increase in salary and did not strike or disrupt the 1988-89 contract work year period, for which a contract has yet to be arrived at by the parties.

The Fact Finder also notes from the record that the bargaining unit employees are from this area and there is little turnover. New hires are also from the Standish-Sterling Area. The Employer does not need to recruit employees from outside this District from the Non-Certificated Employees.

The State Equalized Valuation for FY89 is \$108,064.274. The district is in-formula according to the Michigan School Aid Act. The current operational millage is 26.9 mills of which 18.3 mills is extra-voted millage approved by the taxpayers. Debt retirement millage is 1.6. The current operational retirement millage is 1.6. The current operational budget for FY89 is \$6,122,393. (Exhibit A). Revenue losses have occurred because of declining enrollment (approximately 53 students), causing a revenue reduction of \$130,000. The projected operating deficit for FY89 is \$170,000.

The Standish-Sterling School District may be the largest employer in the community. There is no concentration of small industry or manufacturing jobs in the area. There is employment in tourism (seasonal) and in agriculture. Approximately one-third of the families receive some form of assistance per the Department of Social Services. This is not overall a prosperous community.

The most recent millage passed was 2.3 mills in 1987, after four prior unsuccessful attempts.

The current millage will require renewal in the Spring of 1990. The FY88 fund equity was \$501,490.

The Fact Finder believes that the employees are entitled to a wage increase. From comparable data on wages and considering that the interval being considered is for the one year period July 1, 1988, to June 30, 1989, and that wage settlements by the Board in that period as testified to by the Board at the Hearing was 4%, the Fact Finder recommends a 4% wage increase retroactive to July

1, 1988. The Fact Finder recommends retroactivity for the wages, recognizing that the employees in the non-certified unit have performed the work for that period conscientiously and without interruption. The Fact Finder believes that the Board, the students and the citizens have benefitted from the work performed by the non-certified employees, and they should be compensated retroactively for the 4% wage increase which the Board, to date, has only offered prospectively. The Fact Finder is not recommending the 6% wage proposal of the Association, which on an across-the-board basis would be an added \$15,400. The figure might be better considered by the parties when they consider the future and formidable task of negotiating the 1989-90 year wages. For clarification, the Fact Finder recommends the Board's 4% proposal (Article PP), but that this be retroactive.

ISSUE 14: XV. INSURANCE PROTECTION

The Board offers a 10% increase at each benefit level. The Board estimates that the 10% increase in health care benefits would represent about a 1.5%-2% increase in wages considering all health care options elected by employees. The Board proposal language is attached to this Fact Finding Petition and is identified as Article QQ.

In prior agreements, the employees exercised the option of what percent of the increase they wanted in wages and what percent of the increase in fringes. Currently, about 25% of the employees participate in health care. The others had elected to take the

percent in wages. Health care insurance presently is provided by the Board for Custodians -- single subscriber only; also mechanic -- single subscriber only; and two secretaries -- single subscriber only. For the employee who has dependents, he/she must pay for additional insurance coverage.

The Association is proposing health insurance and dental coverage as follows for all employees:

6 or more hours per day, 180 days (or school year) employees receive Board-paid full family health insurance (\$341.43 per month).

3 or more hours per day, but less than 6, 180 days (or school year) employees receive 1/2 Board-paid full family health insurance (\$170.72 per month).

Below is the cost proposal submitted by the Association as to what their health proposal would cost as proposed.

	<u>Current</u>	<u>Proposed</u>	<u>New Cost</u>
Paraprofessionals	\$ 8,751.96*	\$ 86,040.36	\$ 77,288.40
Cooks	5,032.80*	43,020.36	37,987.56
Secretaries			
3 Dental only	4,609.08	6,212.52	10,821.60
2 Single health only			
Bus Drivers	9,917.64*	35,478.00	45,395.64
Mechanic	1,569.60	957.96	2,527.56
Custodians	<u>15,696.00</u>	<u>9,579.60</u>	<u>25,275.60</u>
TOTAL:	\$ 45,577.08	\$202,435.56	\$248,012.64
*Dental insurance only			

The Union proposal would cover health costs, full family coverage and for those who heretofore had not elected any health coverage. The proposed increase figure is \$202,435.56, as presented by the Association.

This is such a sizeable demand by the Association for full coverage health costs that the Fact Finder cannot recommend it and is of the opinion that the Union health proposal would be beyond the Employer's ability to pay.

The Fact Finder does prospectively recommend the Board's proposal QQ as attached with this report.

ISSUE 15: XVII. MAINTENANCE OF STANDARDS

The Association proposes a "Maintenance of Standards" clause. The Board objects to it as interfering with the rights of the Board.

The Fact Finder notes that this is the first attempt at arriving at an agreement between the new bargaining representative Association and the Board. The chief negotiators for each party did not participate in the old 1985-88 Agreement. Both parties have attempted, without success to date, to arrive at a new agreement. The Fact Finder has been confronted with many new language proposals by both parties.

The Fact Finder believes the parties are best served, when they arrive at a new Agreement, to say that this Agreement as negotiated and submitted in its written form and ratified, constitutes the agreement between the parties for its term.

The Fact Finder does not recommend the Maintenance of Standards clause.

ISSUE 16: XX. DURATION OF AGREEMENT


This is not in dispute by the parties, who have agreed that it shall be a one year agreement from July 1, 1988 to June 30, 1989.

The evidence, testimony, and exhibits by the parties at the Hearings were presented on a one-year basis.

The Fact Finder has nothing to consider regarding a succeeding year. Until this first year is settled, it is difficult for the parties to approach and consider the 1989-90 contract year or beyond.

The Fact Finder recognizes the agreement of the parties on a one-year contract and recommends it.

Issued at Lansing, Michigan
September 29, 1989


Robert F. Browning
Fact Finder
Atrium Building, Suite B
215 S. Washington Square
Lansing, MI 48933

APPENDIX A

1988-89 Salary Schedule

*Association
Wage Proposal*

U6

A. CUSTODIANS	1988-89 \$ 9.57
2nd Shift Premium	.23
3rd Shift Premium	.28

Coaches and sponsors are responsible for their students at evening activities.

B. SECRETARIES

Elementary & High School	\$ 9.21
High School Coordinator	\$ 9.86

Elementary Secretaries: 7 hours per day, 185 days + 5 days before and after school = 1365 hours (phoning subs + 1/2 hour per day, 180 days).

High School Coordinator: 7½ hours per day, 225 days = 1687.5 hours

High School Secretary: 7½ hours per day, 185 days + ten (10) days before and ten

Jr. High Secretary: 8 hours per day, 180 days; and 7½ hour day at 45 days = 1777½ hours

Additional time to be worked as needed.

C. PARAPROFESSIONALS \$ 7.80

Elementary: 180 days at 6.75 hours per day = 1215

TITLE I PARAPROFESSIONAL	\$ 7.80
CHAPTER III PARAPROFESSIONAL	\$ 7.80
TRANSPORTATION AIDE	\$ 7.80
DETENTION ROOM AIDE	\$ 7.80

LIBRARY COORDINATOR (190 days) \$ ~~8.02~~ 8.53

HIGH SCHOOL STUDY HALL SUPERVISOR \$ 9.68
6.25 hours per day, 180 days

D. FOOD SERVICE PERSONNEL

HEAD COOK - 6 hrs, 180 days = 1080 \$ 9.33

GENERAL COOK - 6 hrs, 180 days = 1080 \$ 7.96

COOK'S HELPER \$ 5.30

General Cook replacing Head Cook, one (1) hour extra pay per day. After five (5) consecutive days will be paid regular Head Cook wage.

Extra work after school hours:

School activity \$ 7.90

Outside activity \$ 7.90

If complete meal is prepared by cooks, they will get their regular wage.

E. BUS DRIVERS

First 25 miles of A.M. route \$14.80

First 25 miles of P.M. route \$15.68

Total base pay per day \$30.48

First 25 miles of K route \$14.80

Mileage over first 25 miles per run \$.50 per mile

Extra Trips (minimum 1 hour driving time)

Driving time: \$ 9.67

Waiting time: \$ 5.91

Skill Center per day: \$43.84

Special Education Drivers:

(Excluding Bay City driver)

First 25 miles of A.M. route \$10.93

First 25 miles of P.M. route \$10.93

Total base pay per day \$21.86

Mileage over first 25 miles per run \$.25 per mile

First 25 miles of noon run \$11.00

F. MECHANIC

Based on 40 hours per week: \$11.05

After 40 hours will get time
and one-half.

1/19/89

Article PP

Compensation

Union Position -- Six percent (6%) increase.

Board Position -- The Board proposes that compensation continue to be listed as Appendix A. Language as follows:

Appendix A

Salary Schedule

A. Custodians

* J-1	8.48
* J-2	6.96

B. Secretaries

Elementary & High School

Third Year	9.04
Second Year	8.14
First Year	7.55

* High School Coordinator

Third Year	9.67
Second Year	8.87
First Year	8.16

C. Paraprofessionals

Paraprofessionals	7.62
Library Supervisor	7.86
High School Study Supervisor	9.50
Detention Room Aide	5.40

D. Food Service

Head Cook	9.15
Assistant Cook	7.80
Cook's Helper	5.20
Extra Activity	7.10

E. Bus Drivers

First 25 miles of a.m. route	14.41
First 25 miles of p.m. route	15.38
Total Base pay per day	29.80
First 25 miles of Kdg route	14.46
Mileage over first 25 per run (per mile)	.47
Extra Trips: Driving Time	9.47
Waiting Time	5.58
Skill Center (per day)	43.01

Special Ed

First 25 miles of a.m. route	10.72
First 25 miles of p.m. route	10.71
Total Base per day	21.43
Mileage over first 25 per run (per mile)	.23
First 25 miles of noon run	10.80

F. Mechanic 9.83

* Compensation includes medical benefit increase.

Unless otherwise specified, persons new to a position will be paid \$.45 under scale for the first ninety (90) days and \$.23 under scale for the next ninety (90) days.

Standish-Sterling Community School District
Standish, Michigan 48658
Claude L. Inch, Superintendent

Exhibit B

Wage Data from Area Employers

	Custodians		Cooks		Parapro		Clerical		Bus Drivers	
	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min
Arenac-Eastern	7.39	6.61	7.13	5.44	6.77	5.42	--	--	--	--
Atlanta	7.56	7.25	7.77	5.99	6.62	4.83	--	--	--	--
Au Gres-Sims	7.72	--	6.14	--	5.81	4.74	6.80	6.06	--	--
Bay City	11.83	9.68	8.72	6.52	9.42	7.33	11.18	8.27	9.01	8.58
Essexville-Hampton	10.68	10.68	7.39	7.19	7.16	6.45	9.14	6.36	10.10	10.10
Gladwin	7.39	3.87	6.84	3.84	6.84	3.84	8.94	4.62	--	--
Hale	7.24	7.03	5.92	5.02	5.92	5.30	6.73	--	7.61	7.61
Mio-Au Sable	7.03	4.00	5.80	5.02	5.97	4.00	--	--	--	--
Pinconning	8.75	--	8.23	--	--	--	8.75	--	8.91	--
Posen	7.70	7.70	6.50	5.65	5.24	4.25	--	--	--	--
Standish-Sterling	9.31	6.21	8.80	5.00	7.56	6.83	9.30	7.26	11.35	11.35
Tawas	7.74	6.74	5.93	4.93	6.22	5.22	7.13	6.13	8.30	7.30
Whittemore-Prescott	8.01	6.75	6.37	5.71	6.28	5.51	7.21	5.65	--	--

** Standish-Sterling data represents wages paid during 1988-89 School Year based on 1987-88 Salary Schedules.

** Wage data for other districts represents wages paid for 1988-89 School Year contracts.

** Standish-Sterling Bus Driver wage is average of total wages and total hours. This is used for comparison only.

** Data compiled from survey conducted by Bay-Arenac Intermediate School District.

Article 99
Insurance

Board Position -- The Board team proposes a 10% increase in employer contribution for insurance. The following language represents the offer:

A. The Board shall pay the amount stipulated below per month for health care coverage carried with the Standish-Sterling Community School District for which payroll deductions are made by the district.

1. Medical Insurance Coverage

- * 1. Full Time Custodial -- Full Medical Insurance Coverage
- * 2. Full Time Mechanic -- Full Medical Insurance Coverage
- * 3. Full Time Secretaries (225 Day) -- Full Single Subscriber Premium
- 4. Secretaries Less than 225 days -- \$44.91 per month
- 5. Cooks -- \$38.44 per month
- 6. Custodial Less than 8 hours -- \$44.91 per month
- 7. Drivers -- \$33.67 per month
- 8. Paraprofessionals -- \$38.20 per month
- * By prior agreement, medical coverage and \$5,000 term life insurance is provided for these employees.

2. Option Program

Employees not electing to receive medical insurance may receive up to the amount prescribed for less-than-full-time employees in their classification toward options such as dental, vision, life, or other available options.

3. Annuity Option

Employees not electing medical coverage or the option program described in section 2 (above) may elect to have the Board place

\$375 per year in a tax-sheltered annuity program currently serviced by the district.

B. General Provisions

1. The Board shall select and change carriers at its discretion and shall be entitled to receive any dividend, refunds, or rebates without condition.
2. Employees working less than four (4) hours per day are not eligible for benefits stated in section A.
3. Benefits for all employees will become effective on the first day of the month after they have achieved seniority.
4. When employment is interrupted, coverage for eligible employees will continue until the end of the current month or until the next premium is due, whichever is later.
5. The Board shall have no obligation to pay more than the amounts stipulated in section A.
6. All benefits shall be subject to the standard provisions set forth in the policy or policies.