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6/30/99

UNION AGREEMENT
BOARD OF EDUCATION
NORWAY-VULCAN AREA SCHOOLS

AND

MICHIGAN EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION

1996-97

1997-98

1998-99

Norway-Vulcan Area Schools

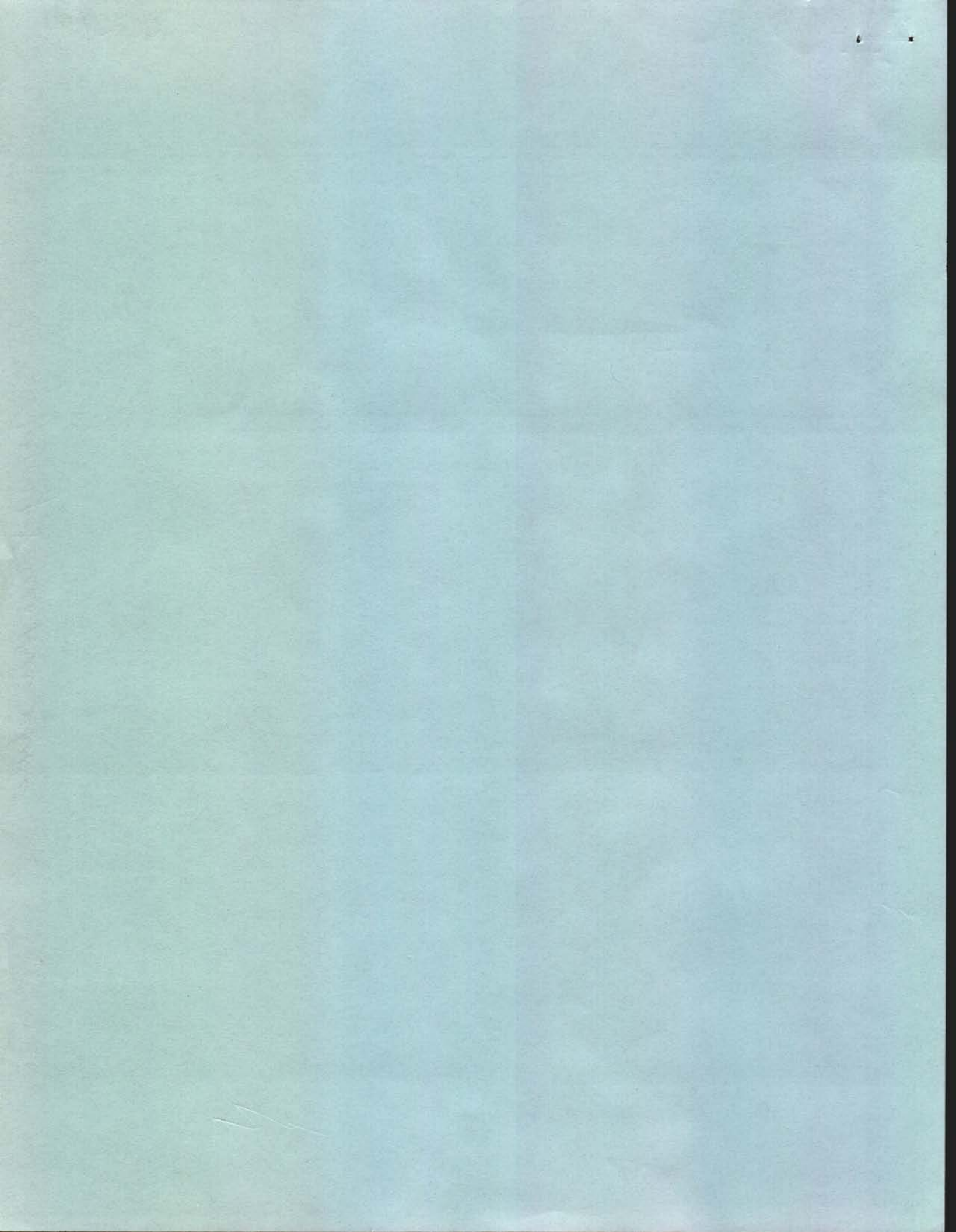
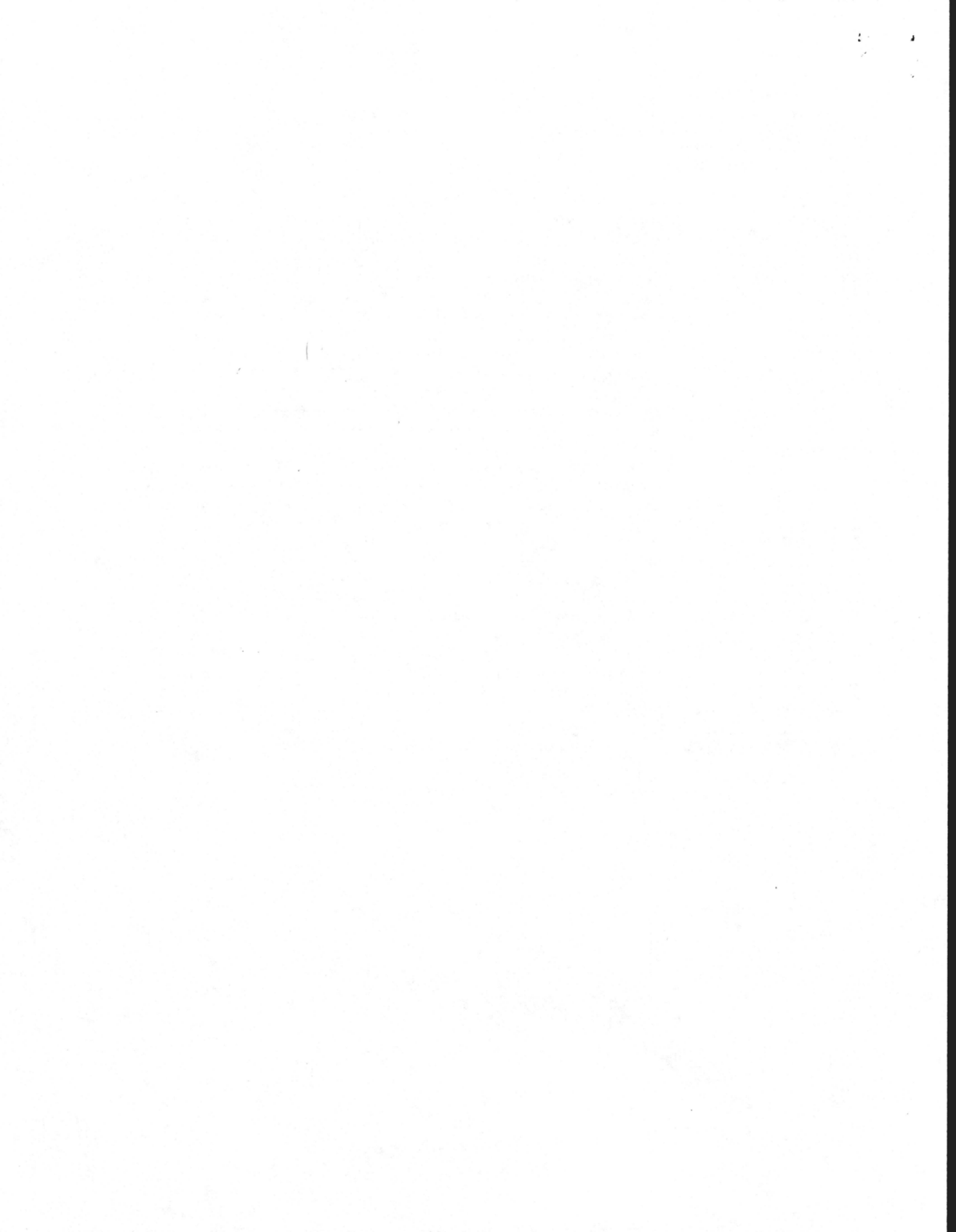


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AGREEMENT

THIS AGREEMENT entered into on this 8th. day of July, 1996, between the BOARD OF EDUCATION of the NORWAY-VULCAN AREA SCHOOLS (hereinafter referred to as the "BOARD") and the MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (hereinafter referred to as the "UNION").

WHEREAS, the general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, the employees, and the Union; and

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing a proper service to the Community;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I -- RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all custodial employees, including janitresses, maintenance employees, food service employees, teacher aide employee, playground aide employees, office-clerical employees, school van drivers, school bus drivers, excluding the confidential secretary to the superintendent, supervisors, independent bus contractors, and all other employees.
- B. For the purpose of this Agreement, the term "employee" shall mean all full-time and part-time custodial, including janitress, maintenance, cafeteria, teacher aide, playground aide, office-clerical employees, school van driver and school bus drivers.

ARTICLE II -- UNION SECURITY

- A. All employees shall be free to join or not join the Union. Provided, however, employees who choose not to join the Union shall, as a condition of continued employment by the Board, cause to be paid to the Union a sum equivalent to the regular periodic dues of the Union. In the event that such sum shall remain unpaid for a period of sixty (60) days following notification by the Union, the Board shall discontinue the services of said employee. The refusal of the employee to contribute to the costs of negotiation and the administration of this Agreement as herein required is recognized by the parties as reasonable and just cause for termination of employment.

B. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of any action or step taken by the employer pursuant to A above. Such indemnification shall expressly include any and all costs and expenses of litigation, as well as reasonable attorney's fees. Such indemnification shall also include any back pay or damage awards, including exemplary damages awarded by any Board, agency, or Court.

C. Employees electing to join the Union shall, as a condition of continued employment, maintain their membership in the Union to the extent of paying the regular, periodic dues, or, upon written notification to the Board and the Union, withdraw their membership from the Union and become a subject to the provisions of Section A above.

D. Dues Check Off:

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, or service fee equivalent to dues for non-union members, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph "c" of this section), provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the Local Union, regarding the amounts of Union dues and/or initiation fees for union members and service fee equivalent to dues for others.

(c) Authorization Form:

CONTINUING MEMBERSHIP APPLICATION

Local-NEA-NEA
Michigan NEA-R Membership Application
NEA-PAC and NEA-PAC Voluntary Contribution Authorization

PLEASE TYPE OR PRINT FULLY WITH A BALL POINT PEN.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMPLOYER: _____

EMPLOYEE ID: _____

DATE: _____

MEMBERSHIP TYPE: Regular Life Associate Student Young Professional

CONTRIBUTION TYPE: Regular Life Associate Student Young Professional

NEA-PAC AND NEA-PAC VOLUNTARY CONTRIBUTION AUTHORIZATION

I, the undersigned, do hereby authorize the Employer to deduct from my wages the amount of my regular, periodic dues and/or initiation fees for the Local Union, as certified by the Secretary-Treasurer of the Local Union, and to honor certification by the Secretary-Treasurer of the Local Union, regarding the amounts of Union dues and/or initiation fees for union members and service fee equivalent to dues for others.

Signature: _____ Date: _____

E. Remittance of Dues to Financial Officer:

(a) Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Educational Support Personnel Association, with an alphabetical list of names and address of all employees from whom deductions have been made no later than the fifteenth (15th) day of the month following the month in which they were deducted.

(b) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Association of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

F. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Union for the purpose of payroll deduction of dues. Such indemnification shall include all costs and expenses of litigation, as well as reasonable attorney's fees.

ARTICLE III -- BOARD RIGHTS

All Board rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain under the exclusive control of the Board. It is expressly recognized that such rights and functions include but are not limited to:

- A. Full and exclusive control of the management of the school district, the supervision of all operations and methods, processes, means, and personnel by which any and all work will be performed, the control of the property, and the composition, assignment, direction and determination of the size and type of the working force.
- B. The right to change or introduce new or improved operations, methods, procedures, means or facilities, and the right to determine whether and to what extent work shall be performed by employees.
- C. The right to determine the work to be done and the standards to be met by employees covered by this Agreement.
- D. The right to hire, establish, and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release and lay off employees.
- E. The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause, and otherwise to maintain an orderly and efficient operation.

ARTICLE IV -- REPRESENTATION

- A. For the handling of grievances in its behalf, the employees will elect a steward who shall be a regular seniority employee of the Board. The Union shall have the right to have an alternate steward to serve in the place of the steward when the steward is absent for reasons such as layoff, vacation, or days off, who shall also be a

regular seniority employee of the Board. The Union shall notify the Board in writing of the names of such persons.

- B. Union representatives who are not employees of the district who desire to transact official Union business on school premises shall notify the superintendent or his designated representative of their presence upon entry and indicate the nature of their business.
- C. The steward shall be permitted to leave his work on the last half-hour of his shift on those days that it is necessary for him to handle a grievance, pursuant to the grievance procedure, as follows:

The steward shall request permission from his supervisor; and such permission will be granted, provided that his work schedule can be maintained without additional help. However, this privilege is subject to the understanding that the time will be devoted to the proper handling of a grievance and will not be abused. In the event the Board feels this privilege is being abused, it shall notify the Union, and if the matter is not corrected immediately, the privilege shall be withdrawn.

ARTICLE V -- SPECIAL CONFERENCES

The parties may, by mutual agreement, arrange special conferences for important matters. Such conferences shall be arranged between the Union representative and the Board or its designated representative. Arrangements for such conferences shall be made in advance and an agenda of the matters taken up at said conference shall be presented at the time said conference is requested. Matters taken up in such conferences shall be confined to those included in the agenda.

ARTICLE VI -- GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific Article and Section of the Agreement. If any such grievance arises, there shall be no stoppage or suspensions of work because of such grievance, but such grievance shall be submitted to the following grievance procedure.

An employee who has a grievance shall first take it up with his immediate supervisor in an effort to resolve the matter informally.

- B. Step One. In the event the matter is not resolved informally, the employee may, following the discussion of the grievance with his immediate supervisor, request his supervisor to call the steward to discuss the matter with the supervisor and the employee, or proceed to Step Two.

Step Two. If the grievance is not resolved in Step One, it shall be reduced to writing, within two (2) working days of the meeting at Step One, on a grievance form provided by the Board and presented to the superintendent for his written answer. In any event, all grievances must be filed in writing within fifteen (15) days of the alleged violation. The written grievance shall name the employee(s) involved, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall indicate the relief requested, and shall be signed by the employee. The superintendent shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance, with a copy to the steward.

Step Three. If the grievance is not resolved in Step Two, the Union, within three (3) working days after receipt of the answer in Step Two, may appeal the grievance to the Board of Education through the superintendent. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the superintendent's decision in Step Two.

The appeal shall be heard at the next regularly scheduled Board meeting, and, in any event, within twenty (20) days after receipt of the appeal. The Board, or its Review Committee, shall investigate the grievance, including giving the aggrieved employee and/or the Union a reasonable opportunity to be heard. The Board shall render its decision in writing within twenty (20) days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the employee involved, to the Union, and to the superintendent.

Step Four. If the grievance is not satisfactorily resolved in Step Three, the grievance may, within twenty (20) days, be appealed to mediation under Act 379 of the Public Acts of 1965. Such appeal shall be made in writing, with copies to all parties.

- C. Any grievance not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective authority.
- D. School days, for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.
- E. The Board shall not be required to pay back pay for any period fifteen (15) days prior to the date of the filing of a written grievance.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate. Any settlement of back pay claim shall be limited to the amount of wages the employee would otherwise have earned from his employment with the company, less any wages earned during the time he is off work.

ARTICLE VII -- DISCIPLINE AND DISCHARGE

- A. The Board shall have the right to establish, adopt, publish, change, amend, and enforce reasonable rules for employees to follow. New or amended rules shall be published five (5) work days prior to their effective date.
- B. In the event an employee is suspended for a period in excess of ten (10) working days or discharged, the Board shall promptly notify the Union in writing of the action. If the employee or the Union feels the suspension or discharge is improper, a grievance shall be filed in writing within two (2) working days of the suspension or discharge at Step Two of the grievance procedure.
- C. An employee ordered to leave his work for disciplinary reasons shall before leaving the Board's premises have the right to consult his steward at a place and for a reasonable length of time provided by the Board. Exception may be made to this provision if the Board took immediate action to remove the employee from the premises in cases involving drunkenness, violence, or willful destruction of property.

- D. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation.

ARTICLE VIII -- SENIORITY

- A. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the Board from his last permanent hiring date. Seniority for employees hired on the same date shall be determined by a lottery system. Seniority based on classification status, service time in classification multiplied by hours served in the district. An employee that transfers to another position shall carry their seniority for salary purposes.
- B. Employees shall be subject to a probationary period of ninety (90) working days of employment, during which time the Board shall have the sole right to discharge, discipline, transfer, demote, or layoff employees for any reason except Union activities, without regard to the provisions of this Agreement, and no grievance shall arise therefrom. At the end of the probationary period, employees shall be placed on the seniority list as of their date of hire.

A laid-off employee shall not be required to serve a second probationary period when returning to the same job classification from which they were laid off.

- C. Upon the execution of this Agreement, the Board and the Union will initial an up-to-date seniority list. The Board will post copies of the seniority list. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and if not so requested, the list shall become final at the end of such period. In no event shall the Board be required to pay back wages by reason of the correction of an error on such list.
- D. Employees shall be laid off or recalled by classification according to their classification seniority, providing the remaining employees have the ability to perform the available work. When an employee is removed from a classification as a result of a layoff, he shall be allowed to apply his date-of entry seniority in a lower rated job in which he has date-of entry seniority. In the event he is unable to apply his classification seniority elsewhere, and a vacancy exists in a position within the unit which the Board desires to fill, he shall be placed in said vacancy, providing he has the ability to perform the work.

It is further understood that temporary adjustments of the work force due to such things as emergencies, breakdown of equipment, fire, flood, labor disputes, civil disorder, and conditions beyond the control of the Board, may be made without application to the above provisions. However, if such temporary adjustment continues for more than five (5) working days, the Union may request that the Board adjust the work force according to the above provisions and such adjustment will be made within three (3) working days thereafter.

Where practicable, the Board shall notify the Union steward at least ten (10) days in advance of any lay-off.

- E. For the purpose of lay off and recall only, the Union steward shall head the seniority list for his respective classification.

- F. An employee who is transferred to a job outside the bargaining unit shall retain the accumulate seniority, whether such transfer was made before or after the Union was first recognized as bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits.
- G. An employee shall be terminated and lose his seniority rights if he:
1. Quits
 2. Is discharged for cause and not reinstated through the grievance procedure.
 3. Is laid off for a period of eighteen (18) months or length of his seniority, whichever is less.
 4. Fails to report for work within three (3) days following recall from lay off. Notification shall be by registered letter.
 5. Is absent without a reasonable excuse for two (2) consecutive working days. Employees shall notify the Board of their absence and the reasons therefore at least three hours prior to the scheduled time to commence work for the day.
 6. Fails to return from a leave of absence at the designated time.
 7. Retires.
 8. Is gainfully employed while on a leave of absence, unless the leave of absence is granted for this purpose.
- H. It shall be the responsibility of each employee to notify the Board of any change of address or telephone number. The employee's address and telephone number as they appear on the Board's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

ARTICLE IX -- FILLING VACANCIES

- A. Vacancies/new positions shall be posted for a period of five (5) work days, with a copy of same mailed to any member on lay-off. During the summer months, the district shall mail all postings to all bargaining unit members that are not a part of the summer work force. If the position is not filled within a reasonable time the position shall be reposted. The posting shall set forth a description of the job, the qualifications required for the job, the shift during which the work is to be performed and the rate of compensation. Employees may bid on such job during the five (5) working days during which the said notice is posted on the employees bulletin board and no bid made after the expiration of these five (5) days will be considered in filling the job vacancy. Employees bidding for such job or vacancy must have the qualifications required for that particular job. The employee shall be allowed a reasonable length of time to demonstrate that he is capable of performing the work, but not to exceed one (1) month.

In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final. Any candidate who applies for a vacancy and does not receive it may discuss (or request in writing) the reason for the Board's action with the Superintendent.

- B. When a new job is created, which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different, skills and responsibilities are required, the management will, after written notice to the steward, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the steward.

During this period, the Union may request in writing that the Board meet with the Union and negotiate the matter, including the proposed rate of pay.

ARTICLE X -- NO STRIKE CLAUSE

- A. The Union will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind. Strike and work stoppage shall be deemed to include, but not be limited to, slow-downs, stoppages of any kind, sit-ins, or blu-flu or any other type of interference of any kind whatsoever with the operations at any of the facilities, buildings, or locations of the employer, and shall expressly include picketing or demonstrating of any kind at any time.
- B. The Union agrees that during the term of this agreement it shall not direct, instigate, participate in, encourage, or support any strike as defined in (A) above, against the employer by any employee whatsoever.
- C. The employer shall have the right to discipline, including discharge all employees for taking part in any violation of this article.

ARTICLE XI -- HOURS OF WORK

- A. The Board shall retain the right to schedule the work hours of employees according to the needs of the system. In the event the Board desires to change the normal work schedule of any group of employees, it will notify the Local unit chairman and Union in advance.
- B. All work performed by employees in excess of eight (8) hours per day or forty (40) hours in any one (1) workweek will be paid at the rate of one-and-one-half (1 & 1/2) times their regular rate. All authorized time worked over the normally scheduled hours/week will be paid at their current rate for employees less than 40 hours.
- C. The allowance of an overtime premium or any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payments.
- D. Overtime shall be divided among employees within each classification. Overtime shall first be offered to the employee in the classification having the greatest seniority and rotate down the seniority list.
- E. Wage rates are shown in Appendix A attached to this Agreement.

- F. The Board agrees that non-unit personnel shall not be used at any time to displace employees regularly employed in the District. The Board will continue its established policy and practice of giving employees preference for work they have customarily performed. In accordance therewith, the Board will not subcontract work unless (a) the skills and equipment needed to perform the work are unavailable to the District; (b) the employer does not have adequate manpower. This provision will apply to all classifications except transportation.

ARTICLE XII -- LEAVES OF ABSENCE

A. Sick Leave:

1. All regular full-time employees and all regular part-time employees working three (3) hours or more a day who are absent from duty because of personal illness shall be entitled to sick leave accumulated at the rate of one (1) day per month worked. For the purposes of this section, a day of such leave is defined by the number of hours said employee is normally scheduled to work. Unused sick leave may accumulate from year to year, up to a maximum of one hundred fifty (150) days. All requests for sick leave must be submitted to and approved by the superintendent or his designated representative. Proof of illness, signed by a physician and approved by the superintendent, may be required at any time. Employees whose illness extends for more than three (3) work days must submit proof of illness signed by a physician. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period.
2. In the event of absence of an employee for illness in excess of five (5) consecutive working days, or upon suspicion of abuse of sick leave, the Board may, at its expense, require an examination by an independent physician.
3. In any one year, an employee may use, from his accumulated sick leave, not to exceed 10 days, for death or critical illness in the immediate family. Critical illness means illness which the attending physician considers sufficiently serious to require the persons presence at the bedside. Immediate family means, husband, wife, children, father, mother, brother, sister, grandfather, grandmother, father-in-law, and mother-in-law.

B. Personal Business

1. All regular full-time seniority employees and regular part-time employees working three (3) hours or more a day shall be granted two (2) days of personal business leave per year with pay to transact personal business pursuant to the following:
2. There may be personal conditions or circumstances which may require an employee absenteeism for other reasons that heretofore mentioned. Such leave may be accumulated up to four (4) regularly scheduled work days and if not used shall be placed in their sick leave accumulation.
 - a. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekend, after work hours or during vacation periods.

- b. Those desiring to use such leave shall submit their request on the application form (provided by the Board) at least two (2) working days in advance of the anticipated absence except in cases of emergency. In such case, the employee shall apply as soon as possible. This form must be filed with the principal, or superintendent. The general reason shall be briefly explained on the form.
- c. Such leave shall not be used for seeking other employment, rendering services, for working either with or without remuneration for themselves or for anyone else, for religious purposes, for hunting, for fishing or other recreational activities.
- d. Charges for the use of personal business shall be at the minimum rate of one-half (1/2) day per time used.
- C. Military leaves of absence without pay or fringe benefits shall be granted to employees who are inducted or enlist for one (1) period of enlistment for military duty in any branch of the Armed Forces of the United States. Employees on military leave shall be reinstated in accordance with applicable laws and upon re-employment by the Board, they shall be credited with any unused sick leave held at the start of the leave.
- D. A leave of absence may be granted a regular, full-time seniority employee called for jury service provided the Board shall only be obligated to pay an amount equal to the difference between the employee's salary as computed on a normal daily basis (i.e., his regular straight time rate times his normal straight time hours of work) and the daily jury duty fee paid by the court for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work, and provided further that the Board shall only be obligated to pay said difference when the employee cooperates with the administration in seeking to be excused from such service.

ARTICLE XIII -- HOLIDAY PAY

- A. Regular full-time seniority employees and regular part-time employees working three (3) hours a day or more will receive holiday pay calculated at the rate of their regular straight time rate (exclusive of any premiums) as determined on a normal daily basis for Good Friday, Easter, July 4th, Memorial Day, Labor Day, Thanksgiving, day after Thanksgiving, the day before Christmas, Christmas Day, the day before New Years, and New Years Day, providing they meet all the following eligibility rules:
1. The employee has seniority as of the date of the holiday;
 2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday and the holiday otherwise falls within the employee's regular work year;
 3. The employee worked the last scheduled student day prior to and the next scheduled student day after such holiday.

It is understood that Good Friday shall only be a holiday in the event school is not in session on said day.

- B. When one or more of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, his vacation shall be extended a corresponding amount of days.
- C. An employee who is assigned to work on a holiday and fails to report for the assignment shall not be eligible for holiday pay unless he has an excuse acceptable to the Board for not working. Holiday work assignments will be with the consent of the employee, if possible. However, the Board reserves the right to assign said work if no one consents.

ARTICLE XIV -- INSURANCE

- A. The Board shall pay one hundred percent (100%) of the cost of premiums to provide basic medical hospitalization, dental coverage and vision coverage with the Board approved carrier subject to the terms and conditions specified in the existing insurance policies and contracts for full-time seniority employees working 1760 or more hours a year. No matter concerning this article shall be subject to the grievance procedure. Regular, part-time seniority employees will be eligible to participate in basic medical hospitalization insurance program only in accordance with the terms and conditions specified above with the Board paying a pro-rata portion of the premiums for those who elect to participate. The pro-ration will be determined as provided below and any employee working less than one thousand forty hours (1040) in a given fiscal year (July 1 through June 30) shall not receive the pro-ration insurance benefit. The percentage of premium is determined on number of hours normally worked on the first day school is in session.

Full-time employees (1760 hours and above) PAK Plan containing the following provisions:

Plan A

- (1) Super Care 1
- (2) Delta Dental: 100:80/80/80 \$1,200 Rider
- (3) Life: \$20,000 AD & D
- (4) Vision: VSP-2

Plan B

- (1) Delta Dental: 100:80/80/80 \$1,500 Rider
- (2) Vision: VSP-3
- (3) Life: \$40,000 AD & D
- (4) Dependent Life: \$2,000 Spouse and Children

- B. Insurance coverage for part-time employees shall be Super Care 1 payable as follows:

1650	-	1759	hours	-	80% of full family coverage
1040	-	1649	hours	-	Member only rate
0	-	1039	hours	-	No health benefit

- C. The Board will pay for the duration of this contract all premiums for a \$20,000 term life insurance policy on all part-time employees of the union.
- D. Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the School District's group insurance policy and any claim by any employee shall not be the basis of a grievance or subject to arbitration.

The Board, by payment of any premium required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this agreement. The failure of any insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Union, nor shall such failure be considered a breach by either of them or any obligation under this agreement.

ARTICLE XV -- VACATION

- A. Regular full-time, 52 week employees only who are in the Board's employ shall receive the following vacation calculated at the employee's normal straight time hourly rate:

<u>YEARS OF SERVICE</u>	<u>STEPS</u>	<u>VACATION</u>
Less than 1 year	= 1	= No Vacation
1 year	= 2	= 1 week
2 - 6 years	= 3 - 7	= 2 weeks
7 - 11 years	= 8 - 12	= 3 weeks
12 - 16 years	= 13 - 17	= 4 weeks
17 - 19 years	= 18 - 20	= 4 weeks + 1 day
20 years	= 21	= 4 weeks + 2 day
21 years	= 22	= 4 weeks + 3 days
22 - 24 years	= 23 - 25	= 5 weeks
25 - 26 years	= 26 - 27	= 5 weeks + 2 days
27 + years	= 28 +	= 5 weeks + 3 days

- B. Credit will be earned only for those months in which an employee works eighty percent (80%) of the scheduled working days.
- C. Vacation will be granted at such times during the year as are suitable, concerning the wishes of the employees and the needs of the school system. In case of conflict, the Board reserves the right to assign vacations.
- D. Regular part-time employees will receive a pro-rated vacation in accordance with the following table based on the number of hours normally worked on the first day school is in session.

<u>NORMAL DAILY HOURS</u>	<u>1-5</u>	<u>6-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20+</u>
8 hrs/48 weeks	9.0	10.0	17.5	19.5	20.5
8 hrs/44 weeks	8.5	9.5	16.0	18.0	19.0
7 1/2 hrs	6.5	7.5	13.0	14.0	15.0
7 hrs	6.0	7.0	12.0	13.0	14.0
6 1/2 hrs	5.5	6.5	11.0	12.5	13.0
6 hrs	5.0	6.0	10.5	11.5	12.0
5 1/2 hrs	5.0	6.0	9.5	10.5	11.0
5 hrs	4.5	5.5	9.0	9.5	10.0
4 1/2 hrs	4.0	5.0	8.0	9.0	9.0
4 hrs	3.5	4.5	7.5	8.0	8.5
3 1/2 hrs	3.0	4.0	6.5	7.0	7.5
3 hrs	2.5	3.5	5.5	6.0	6.5
4 hrs/52 weeks	5.0	6.0	10.0	11.0	11.5
4 hrs/48 weeks	4.5	5.5	9.0	10.0	10.5
4 hrs/42 weeks	4.0	5.0	8.5	9.0	9.5

Regular part-time employees will receive pro-rated benefits based on the following percentages:

<u>Normal Daily Hours</u> <u>Regular Part-Time Employee</u>	<u>% of Time</u>
8 hrs/48 wks	92.31
8 hrs/44 wks	84.62
7 1/2 hrs	65.24
7 hrs	60.91
6 1/2 hrs	56.56
6 hrs	52.21
5 1/2 hrs	47.84
5 hrs	43.50
4 1/2 hrs	39.16
4 hrs	34.81
3 1/2	30.05
3 hrs	26.11
4 hrs/52 wks	50.00
4 hrs/48 wks	46.15
4 hrs/42 wks	40.38

- E. Vacation schedules of custodial staff are to be worked out by the employee and lead custodian and approved by the Superintendent of schools.
- F. In the event of death to an employee, his vacation time and pay due shall be pro-rated and payment made to his next of kin.

ARTICLE XVI -- RETIREMENT

Upon retirement an employee with at least ten (10) years of service to the District will be provided with the following benefits: all employees shall be paid \$7.00 for each unused sick day to a maximum of 100 days prorated according to hours worked (\$700 for a full-time employee, \$350 for a half time employee). All employees shall be paid \$5.00 for each unused sick day over 100 days to a maximum of 150 days prorated as above (\$250 for a full-time employee, \$125 for a half time employee).

With the attainment of 20 years of service with the Norway-Vulcan School District, the retiree will be eligible for \$15 per year for each year of service upon retirement.

ARTICLE XVII -- SNOW DAYS

Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, emergencies, mechanical breakdowns, or health conditions as defined by city, county, or state health authorities, will receive 1/2 of a day's rate of pay for up to 2 days a year. There will be no compensation for any days beyond 2. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay for all such hours actually worked. Employees required to work on days when school is not in session shall be paid a full day's rate of pay for 1/2 day worked for up to 2 days a year. Beyond 2 days, they shall be paid their regular rate of pay for such days or portions thereof actually worked.

In the event an employee received unemployment compensation benefits of any nature during the school year associated with his or her regular work assignment due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his or her pay adjusted, such that his or her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he or she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.

ARTICLE XVIII -- GENERAL

- A. The Board will provide a bulletin board which may be used by the Union for posting notices of the following types:
1. Notices of recreational and social events.
 2. Notice of Union elections.
 3. Notices of results of elections.
 4. Notices of meetings.
- B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged Board practices, between the Board and its employees or the Union and constitutes the entire agreement between the parties.
- C. If any article or section of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.
- Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- E. Drug-Free and Alcohol-Free workplace. See Board Policy GBE.
- F. If any employee is directed to assist handicapped students in the performance of his/her regular duties and if special training is needed as deemed by the Administration, the District will arrange for such training.

- G. The Board reserves the right to hire probationary employees at the rate of not more than twenty (20) cents per hour below the normal rate. Employees who have completed a probationary period with the district shall receive full pay for substitute work performed in a job classification with a higher rate of pay.
- H. The Board will pay the retirement payment to the Michigan Public School Employees Retirement Fund.
- I. Call in Time - A minimum of two hours shall be credited to an employee called in to work, even if less time is worked by the employee.
- J. Each non-instructional staff member of the district is to be covered by insurance under the provisions of the Michigan Worker's Compensation Act, as provided by law.

An employee, injured on the job, no matter how slight the injury may be, is expected to report the injury to the Central Office and complete an injury report form. A employee may lose his right to Worker's Compensation benefits, under Michigan law, if he fails to report the accident within time specified by law. Employees should report any injury as soon as possible.

An employee, injured on the job, and receiving compensation under the provisions of the Worker's Compensation Act, shall be paid the difference between his regular daily salary and what he is receiving from compensation provisions, provided that he has sick leave time accumulated which can be used for such payments. Sick leave deductions will be made from the employee's accumulation, if any, pro-rated to the daily salary benefits received from the district.

At the termination of sick leave accumulation, the employee will receive the Worker's Compensation benefits only.

- K.
 - 1. Van and bus drivers qualify for vacation days and holiday benefits throughout the length of this agreement.
 - 2. Extra curricular runs will be paid at the bus/van drivers normal hourly rate for actual driving time (bus rate when driving bus van rate when driving van). Waiting time shall be paid at the rate of \$6.00 per hour. Buses/vans will remain at the assigned location except with permission from the administrator responsible for arranging the trip.
 - 3. All time earned on extra-curricular runs does not count toward increased insurance premiums, benefits, or overtime.
 - 4. The regular bus driver will be offered schedule extra-curricular runs if such runs do not interfere with his/her normally scheduled runs (unless approved by the Superintendent). If the bus driver refuses extra runs, then the District shall provide a substitute.
 - 5. The district will pay for the yearly physical exam required of all bus/van drivers.

ARTICLE XIX -- TERMINATION

1. Expiration date: This agreement shall continue in full force and effect up to and including June 30, 1999.
2. Notice to Modify, Amend, or Terminate, Automatic Renewal

This Agreement shall continue in effect for successive yearly periods after June 30, 1999, unless notice is given in writing by either the Union or the Board to the other party at least sixty (60) days prior to June 30, 1999, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment, or termination as such notice may indicate, on June 30, 1999, or the subsequent anniversary date, as the case may be. In the event that one of the parties gives the sixty (60) day notice to modify, or amend, as set forth above either party may give subsequent notice to terminate on or after June 30, 1999, or the subsequent anniversary date, as the case may be, by giving the other party a ten (10) day notice in writing.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and date first above written.

BOARD OF EDUCATION
NORWAY-VULCAN AREA SCHOOLS

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

BY *Thomas J. McCarthy*

BY *Sheryl Baciak*

BY *William Burkholder*

BY *Lynn C. Polka*

DATE 8-12-96

DATE 8-14-96

APPENDIX A
SALARY SCHEDULES

1996-97

STEP	1	2	3	4	5	6	7-10	11-14	15-19	20+
Custodian	10.34	10.95	11.25	11.56	11.87	12.16	12.46	12.58	12.71	12.83
Sec/Payroll	9.73	9.98	10.22	10.46	10.70	10.95	11.07	11.20	11.32	11.43
Sec/Book.	9.49	9.73	9.98	10.22	10.34	10.46	10.59	10.70	10.84	10.95
Sec/ComEd/AD	9.04	9.27	9.49	9.71	9.93	10.16	10.37	10.49	10.56	10.67
Secretary	9.00	9.19	9.37	9.55	9.73	9.86	9.98	10.10	10.22	10.40
Teach. Aides	7.30	7.60	7.91	8.22	8.52	8.82	9.06	9.19	9.30	9.43
Play. Aides	7.06	7.12	7.18	7.24	7.30	7.35	7.43	7.54	7.67	7.79
Cook	8.52	8.76	9.00	9.25	9.49	9.73	9.98	10.22	10.46	10.59
Asst. Cook	8.16	8.39	8.64	8.89	9.13	9.37	9.49	9.62	9.73	9.86
Food Serv.	6.94	7.30	7.67	7.84	8.03	8.22	8.27	8.33	8.40	8.52
Cust. Asst.	6.94	7.30	7.67	7.84	8.03	8.22	8.27	8.33	8.40	8.52
Van Driver	7.06	7.13	7.18	7.24	7.30	7.35	7.43	7.54	7.67	7.79
Bus Driver	9.67	9.73	9.79	9.86	9.92	9.98	10.03	10.16	10.28	10.40

1997-98

STEP	1	2	3	4	5	6	7-10	11-14	15-19	20+
Custodian	10.60	11.22	11.53	11.85	12.17	12.46	12.77	12.89	13.03	13.15
Sec/Payroll	9.97	10.23	10.48	10.72	10.97	11.22	11.35	11.48	11.60	11.72
Sec/Book.	9.73	9.97	10.23	10.48	10.60	10.72	10.85	10.97	11.11	11.22
Sec/ComEd/AD	9.27	9.50	9.73	9.95	10.18	10.41	10.63	10.75	10.82	10.94
Secretary	9.23	9.42	9.60	9.79	9.97	10.11	10.23	10.35	10.48	10.66
Teach. Aides	7.48	7.79	8.11	8.43	8.73	9.04	9.29	9.42	9.53	9.67
Play Aides	7.24	7.30	7.36	7.42	7.48	7.53	7.62	7.73	7.86	7.98
Cook	8.73	8.98	9.23	9.48	9.73	9.97	10.23	10.48	10.72	10.85
Asst. Cook	8.36	8.60	8.86	9.11	9.36	9.60	9.73	9.86	9.97	10.11
Food Serv.	7.11	7.48	7.86	8.04	8.23	8.43	8.48	8.54	8.61	8.73
Cust. Asst.	7.11	7.48	7.86	8.04	8.23	8.43	8.48	8.54	8.61	8.73
Van Driver	7.24	7.31	7.36	7.42	7.48	7.53	7.62	7.73	7.86	7.98
Bus Driver	9.91	9.97	10.03	10.11	10.17	10.23	10.28	10.41	10.54	10.66

1998-99

STEP	1	2	3	4	5	6	7-10	11-14	15-19	20+
Custodian	10.89	11.53	11.85	12.18	12.50	12.80	13.12	13.24	13.39	13.51
Sec/Payroll	10.24	10.51	10.77	11.01	11.27	11.53	11.66	11.80	11.92	12.04
Sec/Book.	10.00	10.24	10.51	10.77	10.89	11.01	11.15	11.27	11.42	11.53
Sec/ComEd/AD	9.52	9.76	10.00	10.22	10.46	10.70	10.92	11.05	11.12	11.24
Secretary	9.48	9.68	9.86	10.06	10.24	10.39	10.51	10.63	10.77	10.95
Teach. Aides	7.69	8.00	8.33	8.66	8.97	9.29	9.55	9.68	9.79	9.94
Play. Aides	7.44	7.50	7.56	7.62	7.69	7.74	7.83	7.94	8.08	8.20
Cook	8.97	9.23	9.48	9.74	10.00	10.24	10.51	10.77	11.01	11.15
Asst. Cook	8.59	8.84	9.10	9.36	9.62	9.86	10.00	10.13	10.24	10.39
Food Serv.	7.31	7.69	8.08	8.26	8.46	8.66	8.71	8.77	8.85	8.97
Cust. Asst.	7.31	7.69	8.08	8.26	8.46	8.66	8.71	8.77	8.85	8.97
Van Driver	7.44	7.51	7.56	7.62	7.69	7.74	7.83	7.94	8.08	8.20
Bus Driver	10.18	10.24	10.31	10.39	10.45	10.51	10.56	10.70	10.83	10.95

1. Designated night shift employees receive additional ten (10) cents per hour.
2. Lead custodian receives seventy-five (75) cents additional per hour.
3. \$500 longevity bonus upon attainment of 20 years of service with the Norway-Vulcan Area Schools.
\$750 longevity bonus upon attainment of 25 years of service with the Norway-Vulcan Area Schools.

NORWAY-VULCAN AREA SCHOOLS

JULY, 1996

SENIORITY LIST

1.	Rozine, Edward -----	6/05/72
2.	Bublioni, Arthur -----	6/26/72
3.	Menghini, Barbara -----	8/28/72
4.	Miller, Robert -----	9/03/74
5.	Bal, Betty -----	11/06/74
6.	Corrigan, Jan -----	9/22/75
7.	Bray, Shirley -----	8/29/77
8.	Adams, Gerald -----	10/02/78
9.	Baciak, Sheryl -----	8/20/84
10.	Sauld, Dennis * -----	8/09/85
11.	VanEynde, Christine -----	9/03/85
12.	Anderson, Diane -----	3/11/86
13.	Hogberg, Janis -----	8/24/87
14.	Skoglund, Rose -----	10/12/87
15.	Gendron, Joanne -----	8/27/90
16.	Bray, Beth -----	8/27/90
17.	Opolka, Lynn -----	9/03/91
18.	Johnson, Lynda -----	10/03/91
19.	Farrell, Colleen -----	6/01/92
20.	Neeley, Kenneth -----	7/01/92
21.	Broden, Sally -----	9/08/92
22.	Adams, Ann -----	11/09/92
23.	Langin, Linda -----	8/29/94
24.	Adams, Josie -----	9/26/94
25.	Thoreson, Mary Beth -----	1/17/95
26.	Temple, Pat -----	8/26/96

* Dennis Sauld - 4/28/92 - 3/31-95 Leave

