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6/30/99

AGREEMENT

between the

ONAWAY AREA COMMUNITY SCHOOLS

and the

ONAWAY FEDERATION OF SCHOOL RELATED PERSONNEL

1996-1999

Onaway Area Community Schools

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SECTION I BASIC CONTRACTUAL PROVISIONS

Article 1.1 Preamble

This agreement is entered into, effective July 1, 1996, between the Onaway Board of Education, Onaway, Michigan, hereinafter, called the "Board", and the Onaway Federation of School Related Personnel, hereinafter called the "Federation".

Whereas, The Board has a statutory obligation pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Federation as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

Whereas, The parties have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, In consideration of the following mutual covenants, the parties hereby agree as follows:

Article 1.2 Recognition

- A. The Board hereby recognizes the Federation as the sole and exclusive bargaining representative of all regularly employed teacher aids, secretaries, cooks, custodians and bus drivers. The Board agrees not to negotiate with or recognize any organization other than the Federation for the duration of this Agreement.
- B. Provisions of this contract shall exclude the head bookkeeper, superintendent's secretary, head dietician, director of maintenance, director of transportation and any substitute employees.
- C. All personnel represented by the Federation in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members". The term "employee(s)" when used hereinafter in this agreement, shall refer to all employees represented by the Federation in the bargaining unit.

Article 1.3 Payroll Deduction

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Federation/Union, or (2) pay a Service Fee to the Federation, pursuant to the Federation's "Policy Regarding Objections to Political - Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of the federation dues collected from federation members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Federation, deduct the Service Fee from the bargaining unit member's wages and remit same to the Federation. Payroll deductions may pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Money so deducted shall be remitted to the Federation, or its designee, no later than thirty (30) days following deduction.
- B. The Federation shall notify the Board thirty (30) days prior to any change in its dues or fees. The Federation shall only be allowed to change the dues structure once a year and any such changes shall be during the first semester.
- C. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so and make appropriate remittance for annuities, local credit union (Onaway Community Federal Credit Union), a local bank (Citizens National Bank - Onaway Branch), savings bonds, charitable donations or any other plan(s) or program(s) approved by the Superintendent.
- D. All pay will be retroactive to July 1, 1996 except for 9 - 10 month employees which will be retroactive to September 1, 1996.

Article 1.4 Service Personnel Policy Book

All bargaining unit members shall abide by the Service Personnel Policy Book. A violation of the Service Personnel Policy Book by a bargaining unit member may be a violation of this agreement.

If necessary, a committee composed of two Association representatives, two Board members and Superintendent will meet to discuss and resolve the problem.

Article 1.5 Grievance Procedure

- A. A "grievance" is a complaint based upon an alleged violation of the express provisions of this agreement.
- B. The Primary purpose of this procedure is to secure at the lowest level possible equitable solutions to the problems of those concerned.
- C. Should any complaint by a bargaining unit member be raised in connection with this agreement, the procedure here set forth shall be followed.
 - 1. The person with the problem shall first consult with his/her immediate supervisor, (Head Dietician for cooks, Director of Maintenance or Transportation for custodian and transportation personnel respectively; Elementary Principal for teacher aids, and the appropriate principal for clerical).
 - 2. When this person has sought a solution by discussion with his/her immediate supervisor but believes that a satisfactory solution to his/her concern has not been found, he/she shall then carry said complaint in writing to the superintendent.
 - 3. Should the concern still remain, the problem shall be placed within one week before a Service Personnel Problem committee. This committee shall be composed of the superintendent and three members of the Board of Education and three service Personnel members (grievant cannot be one of three members).
- D. See attached Grievance Form

Section II EMPLOYMENT RELATIONSHIPS

Article 2.1 Residency

All employees must live within the geographic boundaries of Onaway Area Community Schools to be employed and remain employed. Emergency or unforeseen circumstances will be dealt with on an individual basis (committee of Service Personnel and Board to make recommendation).

Article 2.2 Part-time, Temporary and Substitute Personnel

In the event that it becomes necessary to retain part-time temporary or substitute personnel, it shall be the policy of this school that any employee in any of these categories not accrue any benefits nor will they accrue any seniority. However, should any vacancy arise in an area where any of the above categorized personnel may be qualified to fill, then these persons will be given consideration. The school administration does, however, reserve the right to notify by appropriate means all persons in our school district that there is a vacancy in the school system, and that applications are being accepted. This will ensure that the administration will have the opportunity to make the best selection possible.

The assignment of substitute workers shall be sole responsibility of the superintendent and the supervisor directly involved.

Article 2.3 Probation

- A. All new employees shall be hired for a probationary period of six months. If the employee shows on or before this time that he/she does not have the ability to perform his/her duties correctly and/or the disposition to fit into the Onaway Area Schools situation, he/she will be released.
- B. Dismissal of an employee in probationary period shall not be grievable.

Article 2.4 Dismissal

Employees shall be given one week's notice (and shall give one week's notice) in case of dismissal (resignation - per form) except when the employee has used, during contract time, an alcoholic beverage, drugs or committed theft. They may then be discharged immediately. When dismissal of an employee is being considered, except for the use of liquor, drugs or theft, the employee shall be given a written warning and placed on a plan of improvement status. If after a reasonable amount of time the noted deficiencies are not corrected, the employee shall be notified in writing of their dismissal.

Article 2.5 Continuing Employment

- A. All personnel, if not notified to the contrary on or before June 1st of each school year shall be guaranteed a job for the following contract year except in case of financial hardship as provided by school regulations.
- B. The preceding does not rule out the release of any employee under Article 2.3 (Probation) or Article 2.4 (Dismissal) of this agreement or for any other serious contract violation at any time.

Article 2.6 Posting

All openings (jobs) will be posted for fourteen consecutive calendar days. However, the Board may ask for written permission from the Federation President or designee to waive the 14 day posting requirement when situations call for a sooner response.

Article 2.7 Seniority

- A. Any job opening, excepting unclassified, will be filled on a seniority basis, provided the person applying is capable of performing the job and is approved by the supervisor directly involved. (If any employee refuses or passes an opening he becomes by-passed for that job at that time and the next person in seniority will be offered the job.) Seniority applies to all schools, job and or promotions. Seniority is defined as related to only years in the Onaway and annexed systems and only within the same general job category. If a person resigns from the system and then later is re-employed by the system, he loses his former seniority and starts again at the bottom of the seniority scale. However, if a person changes classifications with the same category they retain seniority and step (if already eligible for step). Their seniority is frozen in that classification and they start at the bottom in the new classification.
- B. A seniority list will be provided to the Federation President and posted in the work areas by September 30 each year listing: name, date of hire, years in classification.
- C. An employee shall lose her/his seniority for the following reasons:
 - 1. She/he quits/resigns.
 - 2. She/he is dismissed.
 - 3. If she/he does not return to work when recalled from lay-off as set forth in the recall procedure.

- D. Seniority shall be established by the date a contract is signed between the new employee and the Onaway Area Community Schools. In case of two or more contracts are signed on the same day (ties), seniority will then be established by a joint drawing between representatives of the Association and the Board.

Article 2.8 Layoff and Recall

- A. Employees to be laid off, will receive at least fourteen (14) calendar days' advance notice of the layoff.
- B. In the event of a reduction in force which necessitates the layoff of any employee from the system, the employees with the least seniority in a job classification where the reduction is made will be the first to be laid off, keeping in mind that the remaining employee must be qualified to perform the work.
- C. When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee within the classification on layoff being recalled first. Notice of recall shall be sent to the employee at this last known address by registered or certified mail.

Article 2.3 Transfer/Promotion to Supervisory Position

Any employee who shall be transferred or promoted to a supervisory or executive position and shall later return to that classification as an unit member shall be entitled to retain their frozen level of seniority and other such rights as they may have had under this agreement prior to such transfer to supervisory or executive status.

III WORKING CONDITIONS

Article 3.1 General

- A. General working conditions such as hours, workload and assignments are set forth in Article 1.4 and in the Service Personnel Policy Book. Bargaining Unit Members shall work their assigned hours and perform the duties as established by their immediate supervisors. Every attempt will be made not to schedule custodians for midnight shift work or weekends.
- B. All Bargaining Unit Members except bus drivers and aides and the Millersburg cook shall be allowed two (2) - 15 minute coffee breaks, one in the AM and one in the PM. Aides shall be allowed two (2) - 10 minute coffee breaks, one in the AM and one in the PM. The Millersburg cook shall be allowed one (1) 15 minute break in the AM. Variations may be allowed if mutually agreed upon.
- C. The Superintendent or his designee may, at their discretion, assign custodians to take bus routes. When a custodian is permanently assigned a bus route, the time on the bus route(s) shall be paid regular bus driver pay rate at the level of experience step during time involved on bus route(s). Cost effectiveness of assigning custodians to drive bus will be reviewed annually in May.
- D. Any bargaining unit member who is temporarily assigned to perform duties in a different classification shall be considered as though he/she were performing his/her regular duties and shall be paid his/her regular pay rate.
- E. Substitutes will be assigned all absent employees as needed (except for emergencies and/or short time periods).
- F. No employee shall work with community service youth unless they so desire.
- G. Classes, certificates, CDL license cost over and above the regular operators license and physicals to meet requirements of employment shall be paid by the Board.
- H. Buses for runs to begin in Millersburg may be housed at Onaway, if it more convenient for the driver. However, the district will not pay mileage or time for that run between Onaway and Millersburg. The official starting point is still in Millersburg.
- I. Bus runs are planned in May. The runs will be adjusted in October, and this will be considered the final plan for the remainder of that school year. If a change in a run would

make a \$500, or more, difference; then all runs would be redrawn. If a driver retires after the draw for runs, any drivers below that driver in seniority would have the right to redraw.

- J. When special events (non-school related) are held in the school, the custodian will be hired by that organization. The organization will be expected to pay the custodian directly. Cooks will be paid at their hourly rate, or at least \$20 for all events.
- K. Comp time will be used at the discretion of the supervisor. Comp time is not vacation time. The supervisor has sole discretion when comp time may be granted and used. Comp time is accumulated one hour for each extra hour worked. Comp time may not be carried from one year to the next.

Article 3.2 Dock Pay

An employee pay reduction because of "DOCK" pay will be computed as follows for each day of "DOCK" pay.

- a. Gross annual salary will be divided by total contracted days to establish amount of wages to be "DOCKED" per day.
- b. Total fringe benefits (H-D-O-L-A)* per year will be divided by total contracted days to establish amount of fringed benefits to be docked per day.
- c. Fractional dock moneys may be calculated for 1/2 day rate for all employee's except kindergarten drivers who shall be calculated at 1/3 or per run basis.
- d. Total dock wage reduction will be the summation of a. and b.

*H-health insurance, D-dental insurance, O-optical benefits, L-term life insurance and A-annuity benefits because of insurance option for some employees.

Article 3.3 Make-up Days

Other than 52 week employees, those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of the school authorities such as inclement weather, fires, epidemics, mechanical breakdown or health conditions will remain on contracted pay. Such employees shall work on any re-scheduled days of student instruction which are established by the Board of Education at no additional cost to the school system.

Article 3.4 Retirement

1. Retirement Severance:
A severance allowance at retirement will be paid to retiring service personnel with 15 or more years in the system who qualify for retirement and become eligible for retirement benefits under the Michigan Public School Employee's Retirement Fund. Of the 15 years of service in the Onaway system, the last 5 must be consecutive. Criteria for computation of this allowance for any of the above shall be as follows: - An Employee who retires at the end of the 96-97 school year shall be reimbursed at the rate of \$25 for every day of accumulated, unused sick leave. Any employee who retires at the end of the 97-98 school year shall be reimbursed at the rate of \$20 for every day of accumulated, unused sick leave. If the employee retires at the end of the 98-99 school year, they will be reimbursed at a rate of \$15 for every day of accumulated, unused sick leave.

2. Sick Leave Bonus:
This yearly bonus is only in effect during the regularly scheduled school year and does not include summer vacation. Any employee, who has not used much sick leave, will be paid the following bonus:
 - 0 Days Missed = \$100
 - 1 Day Missed = \$ 80
 - 2 Days Missed = \$ 60
 - 3 Days Missed = \$ 40
 - 4 Days Missed = \$ 20

3. The sick leave bonus will be paid at the end of the school year. The retirement severance will be paid in one lump sum in the employee's last paycheck.

IV LEAVES OF ABSENCE

Article 4.1 Paid Leaves

- A. Sick leave -
 1. Sick leave will be granted for:
 - a. personal illness, quarantine, or certified disability.
 - b. illness or death: as determined by immediate supervisor or Superintendent.
 - c. sick leave will be granted for personal doctor and personal dental appointments not to exceed two (2) days per year.
 - d. if requested by the involved supervisor, a doctor's permit shall be required.

- e. after three consecutive days or six combined total "ordinary" sick leave days, a doctor's slip may be required of all school employees at the time additional sick leave is requested. (Example: hospitalized time will not count as a part of these five instances).
 - f. on days immediately prior to, or following, school vacations, a doctor's slip may be required of all school employees.
2. All bargaining unit members shall notify the appropriate administrator/supervisor no later than early morning of each day's illness (the night before if possible).
 3. Any transportation employee who fails to notify the transportation supervisor of return to work at least one hour prior to the start of a run (except in case of emergency), and then shows up to drive, shall be docked the regular pay for that run.
 4. All bargaining unit members will receive fifteen (15) sick days per year, accumulative to 180 days total, by the end of the school year. At any time, a doctor's excuse may be required if deemed necessary.
 5. Any bargaining unit member who exceeds 180 sick days will be paid \$20 for each day over that limit. Payment will be made at the end of the school year.
EXAMPLE: An employee has 177 days to start the school year, and that employee receives their 15 day allotment. They have a total of 192 sick days to work with. During the year they use 6 sick days, and have a balance of 186 days left. They will be paid \$120 for the days over the limit, and they now have 180 days.
- B. In the event a Bargaining Unit Member is absent and drawing compensation under the Workmen's Compensation Laws of the State of Michigan, accumulated sick leave shall be utilized to the extent necessary to supplement Worker's Compensation benefits so that they equate to the Bargaining Unit Member's regular bi-weekly gross earnings.
- C. Personal Business Days
1. Three (3) personal days are allowed for ten (10) to twelve (12) month employees.
 2. Two (2) personal days are allowed for all other employees.
 3. Personal days may accumulate to five (5).
 4. More than one employee per category may be granted such leave on any single day, except in case of emergency.
 5. No personal leave will be allowed during the first and last week of school, except in case of emergency.

6. Notice must be given to the superintendent or his designee at least 24 hours in advance, except in case of emergency.

D. Court Duty

Leave of absence with pay not charged against the employee's sick leave allowance shall be granted for the following reasons:

- a. Absence when an employee is called for jury duty. Notice must be given as soon as possible. (The difference between fee allowed and daily salary based on contracted days).
- b. Court appearances as a witness in any case connected with the employee's employment or the school or whenever an employee is subpoenaed to attend non-school related proceedings, employees may use personal or sick days. Notice must be given as soon as possible. (The difference between fee allowed and daily salary based on contracted days of work).

E. Pregnancy Related Disability

1. An employee may continue to work during the term of her pregnancy provided said employee is capable of performing the required duties of the assignment and further provided the employee's personal physician certifies as to her fitness to continue employment at least sixty (60) days prior to the anticipated birth of the child. Such certification shall be sent to the superintendent or his designee.
2. The employee shall provide to the superintendent or his designee at least sixty (60) days prior to the anticipated birth of the child the following information:
 - a. anticipated date of birth of the child.
 - b. date disability is to begin as certified by a medical doctor;
3. An employee may utilize accumulated sick leave during that period the employee's doctor certifies the employee to be medically unable to work because of pregnancy or complications arising therefrom. The employee agrees to provide the superintendent or his designee weekly certification of her continued disability. An employee utilizing accumulated days shall upon termination of the certified disability immediately return to work.

F. Dock Pay

If neither the superintendent or the supervisor directly involved is notified of either an absence or return to work, the person involved will receive a dock-in-pay for the time involved (except in case of emergency as defined). Dock-in-pay includes salary and fringe benefits.

Article 4.2 Unpaid Leaves

- A. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to:
1. Eight (8) - Ten (10) month employees - one half year (6 months).
 2. Eleven (11) or Twelve (12) month employees - one year (12 months).
- B. Dock Pay
Service employees may be allowed "dock pay" leave as approved by the immediate supervisor not to exceed a total of 15 days per year, non-accumulative, except in cases of emergency, providing a qualified substitute is available. Any excess or violation of this may be grounds of immediate dismissal. Further "dock" leave may be requested from the Board of Education at a regular meeting at least 30 days in advance. (Co-curricular bus runs will not be counted in this 15 day limitation).
- C. Military Leave
1. Any person who is drafted into the armed services of the United States will be afforded a military leave of absence without pay if said person makes a written application for such leave to the superintendent.
 2. Upon honorable discharge the person will have four weeks in which to notify in writing the superintendent to his availability and interest. If no word is received within this time period the person will be permanently discharged from the position formerly held and the position opening will be advertised per policy.
 3. A physical examination will be required as a condition of the re-employment. Experience (time credit) and/or raises will be computed and allowed during or on the time missed.

Article 4.3 Holidays

- A. No Bargaining Unit Member will be required to work on:

Labor Day
Thanksgiving
Friday After Thanksgiving
Afternoon of Christmas Eve
Christmas Day
Day After Christmas
Afternoon of New Year's Eve
New Year's Day
School Vacation for deer season if it falls on a weekday
Memorial Day
4th of July

If Christmas falls on a weekend, employees will not be expected to work Friday (Holiday) or Monday (day after Holiday). If New Years falls on a weekend, employees will not be required to work on Thursday PM or Friday (Holiday).

- B. If the 4th of July falls on Saturday or Sunday, then no employee will be required to work the last day prior to the 4th of July weekend.
- C. No two hundred and ten (210) day employee will be required to work for the following days:

Labor Day
Thanksgiving
Friday After Thanksgiving
Christmas Day
New Year's Day
School Vacation for deer season if it falls on a weekday
Memorial Day

- D. All other employees covered by 181 day contracts and 210 day contracts shall have days off as set in the adopted school calendar.

Article 4.4 Vacation

A. Twelve (12) month Bargaining Unit Members shall receive paid vacations as follows:

1. First two (2) years of service (.5 to 2.9 years) - 5 days
2. Three (3) to Seven (7) years of service (3 - 6.9 years) - 10 days
3. Seven (7) to Fourteen (14) years of service (7 - 13.9 years) - 15 days
4. Fourteen (14) years plus of service (14.0 + years) - 20 days

Vacation years credit are counted as July 1st with 5.9 months or less not counting as a credit year and 6.0 months plus counting as a full credit year.

- B. Vacation days must be taken when regular school is not in session except with prior approval of immediate supervisor.
- C. Vacation days must be arranged at least one week in advance with the Director of Maintenance or Superintendent. If a custodian desires special arrangements, (such as one day/ per week off) then this must be scheduled at the beginning of the summer break. This schedule would not be permitted until the major projects are near completion, at the beginning of the summer break. Special vacation may be denied for special work projects, or if the supervisor cannot accomplish certain tasks that require more help.
- D. Vacation days are not cumulative. They must be used by June 30th of the school year in which they are earned or they will be lost.

SECTION V COMPENSATION AND BENEFITS

Article 5.1 Insurance Protection

- A. The Board shall provide without cost to each bargaining unit member the following MEBS Three Star L.A. health insurance.
- B. Health insurance is available for all new full-time employees who are hired after June 30, 1996. No annuity will be paid, by the board, for employees hired after June 30, 1996.
- C. Present employees that are currently receiving an "in-lieu of" annuity will receive the following amounts per month with the following exceptions:

<u>Health rates for calculations of annuities paid</u>	<u>Change in Annuity Paid</u>
- full family - \$334.76	\$334.76 without insurance
- 2 person - \$323.36	\$ 11.40 with insurance
- single subscriber - \$143.66	\$191.10 with insurance

Employees presently not receiving health insurance and receiving an annuity at the single subscriber rate of \$143.66 per month will remain the same.

- D. The above "in lieu of" rates will remain frozen throughout the length of this contract.
- E. The board shall provide, without cost, to each bargaining unit member a term life insurance of \$5000.
- F. The board shall provide, without cost, to each bargaining unit member a dental and vision insurance plan proposed by SET/SEG. See attached sheets.
- G. The district has the right to bid all health care benefits providing the coverage is at least equal to or better than the present agreed upon plans.

Article 5.2 Wage Rate Schedules

1. Clerical Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>
1	8.25
2	8.65
3	8.85
4	9.10
5	9.45
6	9.70

2. a. Cooks Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>
1	7.25
2	7.70
3	8.05
4	8.45
5	8.85
6	9.20

b. Lunchroom Clerk Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>
1	5.95
2	6.15
3	6.35
4	6.55
5	6.75
6	6.95

3. Custodians Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>
1	9.00
2	9.45
3	9.70
4	9.95
5	10.20
6	10.60

4. Teacher Aides Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>
1	7.50
2	7.95
3	8.30
4	8.70
5	9.10
6	9.50

5. Transportation Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>
1	8.95
2	9.65
3	10.25
4	11.00
5	11.60
6	12.15

6. Pay Raise for 97-98 & 98-99

All employees shall receive a 20 cents per hour raise for the 97-98 school year. This raise will be added to their hourly rate of the preceding year. All employees shall receive a 20 cents per hour raise for the 98-99 school year. This will be added to their hourly rate from the 97-98 school year.

7. Any substitute, service personnel, shall be paid the hourly rate of the first year categorical position they are working in. Substitutes are not eligible for fringe benefits.
8. Any new employee, hired in the 97-98 or 98-99 school years will have a starting pay rate based on the 96-97 categorical, first year, rate.
9. Special education drivers will receive fringes. Special education drivers are not guaranteed seniority as bus drivers, but may be considered for bus driver openings. Pay rate for the 96-97 school year is \$8.88 per hour. New drivers will start at \$7.88 per hour.
10. Co-curricular and vocational education drivers pay rate for the 96-97 school year is \$8.50 per hour.
11. Co-curricular and vocational education trips will be paid portal to portal including waiting time. No fringe benefits shall be paid to kindergarten or co-curricular drivers.

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Article 5.2 Wage Rate Schedules

1. Clerical Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
1	8.25	8.25	8.25
2	8.65	8.58	8.62
3	8.85	8.91	8.99
4	9.10	9.24	9.36
5	9.45	9.57	9.73
6	9.70	9.90	10.10

2. a. Cooks Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
1	7.25	7.25	7.25
2	7.70	7.68	7.72
3	8.05	8.11	8.19
4	8.45	8.54	8.66
5	8.85	8.97	9.13
6	9.20	9.40	9.60

b. Lunchroom Clerk Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
1	5.95	5.95	5.95
2	6.15	6.19	6.23
3	6.35	6.43	6.51
4	6.55	6.67	6.79
5	6.75	6.91	7.07
6	6.95	7.15	7.35

3. Custodians Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
1	9.00	9.00	9.00
2	9.45	9.36	9.40
3	9.70	9.72	9.80
4	9.95	10.08	10.20
5	10.20	10.44	10.60
6	10.60	10.80	11.00

4. Teacher Aides Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
1	7.50	7.50	7.50
2	7.95	7.94	7.98
3	8.30	8.38	8.46
4	8.70	8.82	8.94
5	9.10	9.26	9.42
6	9.50	9.70	9.90

5. Transportation Pay Scale

<u>Yrs. Exp.</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
1	8.95	8.95	8.95
2	9.65	9.63	9.67
3	10.25	10.31	10.39
4	11.00	10.99	11.11
5	11.60	11.67	11.83
6	12.15	12.35	12.55

12. Kindergarten route pay will be determined by the bus driver's base hourly rate multiplied by the number of school instructional days. Kindergarten runs shall be given .16 hour for loading and .16 hour for unloading at Onaway Area Community School where appropriate.
13. Meal reimbursement for co-curricular runs shall not exceed \$6.00 any mealtime. The total will not exceed \$15.00 per 12 hour period.
14. Waiting time on co-curricular trips shall be limited to 8 hours maximum per day. Meals and lodging shall be paid per the school limits. Payment for C.M.U. classes shall be \$3.00 per hour. Substitute drivers are paid for attending only if they drive more than 15 days during the school year.

SECTION VI OTHER

Article 6.1 General

The Federation recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and Constitutions of Michigan and the United States of America.

Article 6.2 Board Rights and Responsibilities

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing.
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine their qualifications and the conditions of continued employment.
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision.
11. The right to contract or sub-contract is vested in the employer.

B. Employees may be evaluated on a yearly basis.

NOTATION: Both parties agreed that the present Service Personnel Policy Book needs to be updated by Association Representative and Board Representatives and is to be used as a guideline for which it was intended. The unfinished Service Personnel Policy Book will not hinder the ratification of the master contract agreement.

Article 6.3 Duration of Agreement

- A. This Agreement shall be effective as of July 1, 1996 and shall continue in effect through June 30, 1999.
- B. Negotiations between the parties shall begin at least sixty (60) days prior to the Contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date until it is extended by the Board of Education.
- C. In Witness whereof the parties hereto have caused this agreement to be signed by their representatives on this 9th day of September, 1996.

Federation

Thomas Schell
President

Betty Coules
Vice President

Ruth Kersten
Secretary

Ruth Kersten
Treasurer

Board of Education

Jerry Holsen
President

Dennis Willey
Vice President

David C. Brown
Secretary

John Malina
Treasurer

Ruth S. Chimner
Trustee

[Signature]
Trustee

Marsha L. Tower
Trustee

GRIEVANCE REPORT FORM

Grievance # _____ School District _____

Distribution of Form: Superintendent, Principal, Federation and Teacher

Building: _____ Assignment: _____

Name of Grievant: _____ Date Filed: _____

STEP 1

A. Date cause of Grievance occurred _____

B. 1. Statement of Grievance (page, article, section and line)

2. Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature Date

D. Position of Grievant and/or Federation _____

Signature Date

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

(If additional space is needed in reporting Sections B1 & 2 or Step 1, attach an additional sheet)

C. Position of Grievant and/or Federation _____

Signature Date

STEP III

A. Date received by Board of Education or Designee _____

B. Disposition by Board: _____

Signature Date

C. Position of Grievant and/or Federation _____

Signature Date

Note: All provisions of Article ___ of the Agreement dated ____, 199__ , will be strictly observed in the settlement of grievance.

STEP IN ARBITRATION

A. Date Submitted _____

B. Disposition _____

Signature Date

