

3959

STEPHENSON AREA PUBLIC SCHOOLS  
OFFICE OF SUPERINTENDENT  
W526 DIVISION ST - PO BOX 509  
STEPHENSON MI 49887

**AUXILIARY STAFF NEGOTIATED AGREEMENT  
1996-1997/1997-1998/1998-1999**

6/99

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*Stephenson Area Public Schools*

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1 C. The listing of specific rights in this Collective Bargaining Agreement is not  
2 intended to be nor shall be restrictive of, or a waiver of, the rights of the employer not listed  
3 unless specifically limited by the terms of this agreement.

4 D. Except as expressly prohibited or limited in this Collective Bargaining Agreement,  
5 the determination and administration of school policy, and the operation and management of  
6 the schools, is vested in the Board.

7 ARTICLE II

8 Board Rights

9 A. The Board, on its own behalf and on behalf of the electors of the district, hereby  
10 retains and reserves unto itself, without limitation, all powers, rights, authority, duties and  
11 responsibilities conferred upon and vested in it by the laws and the constitution of the State  
12 of Michigan and of the United States.

13 B. The exercise of its powers, rights, authority, duties and responsibilities by the  
14 Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and  
15 the use of judgment and discretion in connection therewith shall be limited only to the extent  
16 such specific and express terms are in conformance with the constitution and laws of the  
17 State of Michigan and the constitution and laws of the United States.

18 C. Such rights shall include the following:

- 19 1. The executive management and administrative control of the  
20 school system.  
21  
22 2. The establishment and enforcement of district rules not in  
23 conflict with this Agreement.  
24

- 1           3.    **The assignment of work to employees, and the scheduling of hours.**
- 2
- 3           4.    **To hire all employees and to promote, lay off, transfer, discipline or**
- 4               **discharge and recall all such employees.**
- 5
- 6           5.    **To determine the number, location, or closing of its facilities.**
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- 8           6.    **To determine the financial policies, including all accounting**
- 9               **procedures.**
- 10

### 11                                   **ARTICLE III**

#### 12                                   **Deductions for Dues**

14           **A.    The Board agrees to deduct from Union members salaries union organization dues**  
15 **for the Michigan Education Association as the employees individually and voluntarily**  
16 **authorize the Business Office to deduct, and to transmit the amount deducted to such**  
17 **recipients as may be authorized by the above respective organization.**

18           **B.    The Union shall certify to the Business Office in writing the current rate of its**  
19 **membership dues.**

20           **C.    Each employee who desires to authorize such deduction shall file with the Business**  
21 **Office a signed and dated "Continuing Membership Form".**

22           **D.    Such authorization shall continue in effect during the period of this contract and**  
23 **may be revoked only by written notice given during the period thirty(30) days prior to the**  
24 **expiration of this contract, and copies thereof are delivered to the Union and the Board.**

25           **E.    The deduction of membership dues shall be made from one regular paycheck each**  
26 **month, and the Board agrees promptly to remit to the Union or its designee, all monies so**  
27 **deducted, accompanied by a list of employees from whom the deductions have been made if**

1 the employee has executed and delivered, in advance, the appropriate deduction form. All  
2 employees, regular and temporary, shall complete deduction authorization form noted in  
3 paragraph C, and deduction shall be made from date of hire. Adjustments in deduction  
4 form shall be made by employee at any time hours of employment are adjusted retroactive to  
5 the date the adjustment was made.

6 F. In the event the Board has a claim filed against it, the Union shall assume all costs,  
7 indemnify and save harmless the Board, each individual Board member and agents of the  
8 Board against any and all claims, demands, suits, expenses, or other forms of liability,  
9 including back pay of whatever kind and nature that shall arise out of action taken by the  
10 Board for the purpose of complying with the provisions of this Article subject to the  
11 following:

- 12 1. That the Union shall have the right to choose competent legal counsel  
13 to defend any said suit or action, and to compromise or settle any  
14 claim made against the Board under this section.  
15
- 16 2. That the Board agrees to notify the Union of such suit in a timely  
17 fashion, and cooperate in the defense or settlement of any claim made under  
18 this section.

#### 19 ARTICLE IV

##### 20 Agency Shop

21 A. Each bargaining unit member shall, as a condition of employment, on or before  
22 sixty(60) days from the date of commencement of duties or the effective date of this  
23 agreement, whichever is later, either:

- 24 1. Become members of the union, or  
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2. Pay to the Union an amount of money established in accordance with Union procedures as a service fee related to the expenses of negotiation and administration of the Agreement on behalf of the employees. This service fee, as established by the Union, shall be verified in writing from the Union to the Board on an annual basis.
  3. Temporary, and/or part-time employees on a day-to-day basis shall not be required to join the Union or pay a service fee.
  4. Notwithstanding the provisions of this Article, any employee who evidences to the Union that he is a member of a church whose longstanding teachings have historically forbidden joining or supporting a labor union or similar organization, and that the member has such personal religious convictions shall, so as to show good faith, agrees to make a contribution as hereinafter provided. The sum of the contribution shall be equivalent to the dues uniformly required to be paid by members of the MESPA and shall be made to a nonunion, nonreligious, charitable or nonprofit organization mutually agreed upon by the Union and the employee, such organization to be located within the boundaries of the school district. Failure to make such payment or authorize payment through payroll deduction shall, at the request of the Union, cause the Board to terminate the employment of such employee.

25       **B. In the event an employee shall not pay the required amount as scheduled,**  
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27 **the Union shall:**

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1. Notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail noncompliance and shall provide 10 days for compliance and shall further advise such employee that a request for discharge may be filed with the Board in the event compliance is not effected.
  2. If the employee fails to comply, the Union may file charges in writing with the Board and may request termination of the employee's employment.
  3. If the bargaining unit member in question denies that he/she has failed to pay the service fee then, he/she may request a hearing before the employer limited to the question of whether he/she has failed to pay the service fee. In the event of compliance at any time prior to

1 discharge, charges may be withdrawn.

2  
3 4. The employment of any employee whose employment may be  
4 terminated, shall be continued in normal function until the time when  
5 there is a final decision upholding such termination of employment.  
6

7 5. In the event the Board, acting on the request of the Union,  
8 discharges or attempts to discharge an employee for failure to comply  
9 with these conditions, the Union shall assume all costs, indemnify and  
10 save harmless the Board, each individual Board member and agents  
11 of the Board, against any and all claims, demands, suits, expenses or  
12 other forms of liability, including back pay of whatever kind and  
13 nature that shall arise out of action taken by the Board for the  
14 purpose of complying with the provisions of this Agreement subject to  
15 the following:  
16

17 a. That the Union shall have the right to choose competent legal counsel to  
18 defend any said suit or action, and to compromise or settle any claim made  
19 against the Board under this section.  
20

21 6. Union membership shall not infringe on the Board's right to  
22 terminate or re-employ probationary employees.

23 **ARTICLE V**

24 **Seniority**

25 A. Seniority shall be defined as the length of service within the district measured from  
26 the date of hire. Accumulation of seniority shall begin from the bargaining unit member's  
27 first working day. A paid holiday shall be counted as the first working day in applicable  
28 situations. In the event that more than one individual bargaining unit member has the same  
29 starting date of work, position on the seniority list shall be determined by the Union, with  
30 results conveyed, in writing, to the Superintendent.

31 B. Probationary bargaining unit members shall have no seniority until the completion  
32 of the probationary period, one(1) year, at which time their seniority shall revert to their first

1 day of work. All current employees, at the execution of this Agreement, shall maintain  
2 existing seniority and shall not be required to complete an additional probationary period.  
3 Probationary employees, at the beginning of this Agreement, must complete a one-year  
4 probationary period from their date of hire.

5 C. For purposes of this Agreement, all bargaining unit members shall be placed in one  
6 of the following classifications based on their current assignments:

- 7 1. Custodial
- 8 2. Maintenance
- 9 3. Clerical Office
- 10 4. Aides
- 11 5. Bus Drivers
- 12 6. Food Service

13  
14 D. The Employer shall prepare, maintain, and post the seniority list. The initial  
15 seniority list shall be prepared and posted conspicuously in all buildings of the district  
16 within sixty(60) workdays after the effective date of this Agreement with revisions and  
17 updates prepared and posted annually thereafter. A copy of the seniority list and  
18 subsequent revisions will be furnished to the Union.

19 E. Seniority shall be permanently lost by a bargaining unit member upon termination,  
20 resignation, retirement, transfer to a nonbargaining unit position (subject to Article VI  
21 Vacancies, Transfers & Promotions), or failure to return from an authorized leave of  
22 absence.

23 F. After 7/01/96, any employee who takes a different position within one of the six  
24 seniority classifications in which they are currently working, will not be reduced in their  
25 hourly pay rate. The employee shall be paid at the rate of his/her summed seniority within



1 the classification in which he/she is currently working.

2 EXAMPLE 1: As an example, look at an employee in the Food Service Classification. If a  
3 person had five(5) years seniority as an Assistant Cook and took a Head Cook position, they  
4 would get credit for the five(5) years and would not be returned to zero for purposes of their  
5 rate of pay.

6 EXAMPLE 2: As another example, look at an employee who has served in two(2) different  
7 classifications. Assume this employee had five(5) years seniority as an Assistant Cook and  
8 three(3) years as a classroom aide and then applies for and receives the Head Cook position,  
9 the employee would get credit for the five(5) years as an Assistant Cook only and would not  
10 be returned to zero for purposes of rate of pay.

## 11 ARTICLE VI

### 12 Vacancies, Transfers, and Promotions

13 A. A vacancy shall be defined as a newly created bargaining unit position or a present  
14 bargaining unit position that is not filled.

15 B. All vacancies shall be posted in a conspicuous place in each building of the district  
16 for a period of fifteen(15) workdays. Said posting shall contain the following information:

- 17 1. Classification
- 18 2. Minimum requirements
- 19 3. Qualifications
- 20 4. Job title
- 21 5. Rate of entry level pay
- 22 6. Location of vacancy

23 C. Interested bargaining unit members may apply in writing to the Superintendent, or  
24 designee, within the fifteen(15) working day posting period. The Employer shall notify the

1 bargaining unit officers of vacancies occurring during the summer months (June, July,  
2 August) by sending notice of same to each bargaining unit officer by U.S. mail, to their last  
3 known address. When an employee is absent for fifteen consecutive calendar days on an  
4 approved leave or sick leave; that position shall be posted in accordance with this Article.  
5 The most senioreed and qualified union applicant shall be granted the position. In the event  
6 the person on an extended leave returns, he/she shall return to their original position, and the  
7 person filling the vacancy shall return to the position he/she held prior to the vacancy.

8 D. Vacancies shall be filled with the most qualified applicant from within the affected  
9 classification. If qualifications of two or more applicants are equal, seniority shall determine  
10 the awarding of the position. Should no bargaining unit member from the affected  
11 classification apply, the vacancy may then be filled by an applicant from other classifications  
12 with the most seniority. In the event of any vacancy or opportunity for extra work (for  
13 employees not currently working forty[40] hours per week), including promotions and  
14 transfers from one classification to another, bargaining unit members shall be given  
15 preference in the filling of such positions, vacancies, or in having the opportunity to perform  
16 the work over all other applicants, provided they have previously performed such work in a  
17 satisfactory manner as indicated in prior evaluations. The most senior applicant for a  
18 vacancy when it occurs within the classification he/she works, shall be awarded that position.

19 E. Within fifteen(15) workdays after the expiration of the posting period, the  
20 Employer shall make known its decision as to which applicant has been selected to fill a  
21 posted position, with a copy provided to the Union.

1 F. In the event of promotion in or transfer from one classification to another, the  
2 bargaining unit member shall be given a thirty(30) workday trial in which to show his/her  
3 ability to perform on the new job. The Employer may give the promoted or transferred  
4 bargaining unit member reasonable assistance to enable him/her to perform up to the  
5 Employer's standards on the new job. If the bargaining unit member is unable to  
6 demonstrate ability to perform the work required during the trial period or at the option of  
7 the affected bargaining unit member, the bargaining unit member shall be returned to  
8 his/her previous assignment.

9 G. A bargaining unit member shall not be placed on a lower step (salary schedule,  
10 wage scale) due to an involuntary transfer.

11 H. The parties agree that whenever possible, involuntary transfers of bargaining unit  
12 members are to be effected only for reasonable and just cause.

13 I. Any bargaining unit member who temporarily assumes the duties of another  
14 MESPA bargaining unit member will be paid the regular rate for those duties. A bargaining  
15 unit member's pay rate shall not be reduced as the result of any temporary change in duties.

16 J. The employer retains the right to determine the qualifications of applicants for the  
17 purpose of filling vacancies, transfers, or promotions.

18 K. In the event a bargaining unit member is promoted to a nonbargaining unit  
19 position, he/she shall have a thirty(30) workday period in which they may return to a  
20 bargaining unit position within the classification from which they left, with the same  
21 seniority they held at the time they left that classification. For a period of up to one(1) year

1 from the date of leaving a bargaining unit position, he/she may return to their former  
2 bargaining unit classification with their former seniority, but only if an opening exists within  
3 that classification. No seniority shall accrue during nonbargaining unit periods of  
4 employment.

5 **ARTICLE VII**

6 **Reduction in Personnel, Layoff, and Recall**

7 **A. Layoff shall be defined as a necessary reduction in the work force beyond normal**  
8 **attrition.**

9 **B. No bargaining unit member shall be laid off pursuant to a necessary reduction in**  
10 **the work force unless said bargaining unit member shall have been notified of said layoff at**  
11 **least thirty(30) days prior to the effective date of layoff. The Board reserves the right to pay**  
12 **the employee for the 30 days in lieu of giving advance notice of lay off. In the event of a**  
13 **necessary reduction in work force the Employer shall identify the specific position(s) to be**  
14 **eliminated and shall notify the bargaining unit member(s) in those positions. Bargaining**  
15 **unit members whose positions have been eliminated due to reduction in work force or who**  
16 **have been affected by a layoff/elimination of position, shall have the right to assume a**  
17 **position in their classification(s) for which they are qualified, which is held by a less senior**  
18 **bargaining unit member. In no case shall a new employee be employed by the Employer**  
19 **while there are laid off bargaining unit members who are qualified for a vacant or newly-**  
20 **created position.**

21 **C. In the event of a layoff, the Employer and Union may mutually agree to allow**

1 individual bargaining unit members to waive their seniority rights for the purpose of  
2 voluntary layoff. With the approval of the Employer and the Union, bargaining unit  
3 members may, at their option, without prejudice to seniority and other rights under the  
4 Agreement, waive their seniority in the instance of the Employer instituting a layoff during  
5 the period of this Agreement. Such waiver, if authorized by the bargaining unit member,  
6 shall not be construed to be a waiver of seniority or any other right under the contract  
7 including the bargaining unit member's right to be recalled from such layoff. Seniority shall  
8 not accumulate during periods of layoff. Whenever possible, there shall not be reduction in  
9 the normal work hours provided for any bargaining unit member or position without prior  
10 agreement of the Union. In the event of a reduction in the work hours in a department,  
11 bargaining unit members with the greater qualifications and seniority may use same to  
12 maintain his/her normal work schedule by displacing bargaining unit members with less  
13 seniority on the work schedule. In no case shall a reduction of any bargaining unit member's  
14 work hours take effect until ten(10) work days after written notice to the affected bargaining  
15 unit member(s) is given by the Employer.

16 D. A laid off bargaining unit member shall, upon application be granted priority  
17 status on the substitute list according to his/her seniority. Laid off bargaining unit members  
18 may continue their health, dental, and life insurance benefits by paying the regular monthly  
19 per subscriber group rate premium for such benefits to the Employer, in compliance with  
20 the COBRA provisions. Laid off bargaining unit members shall be recalled in order of  
21 seniority, with the most senior being recalled first, to a position for which they are qualified.

1 Any bargaining unit member who has served more than thirty(30) working days in a  
2 classification, shall be deemed qualified for that position in that classification. Notices of  
3 recall shall be sent by certified or registered mail to the last known address as shown on the  
4 Employer's records. The recall notice shall state the time and date on which the bargaining  
5 unit member is to report back to work. It shall be the bargaining unit member's  
6 responsibility to keep the Employer notified as to his/her current mailing address. A recalled  
7 bargaining unit member shall be given five(5) calendar days from receipt of notice, excluding  
8 Saturday, Sunday, and holidays, to report to work. The Employer may fill the position on a  
9 temporary basis until the recalled bargaining unit member can report to work providing the  
10 bargaining unit member reports within the five(5) day period. Bargaining unit members  
11 who decline recall to full-time work for which he/she is qualified shall forfeit his/her recall  
12 and seniority rights. Employees shall be entitled to recall for up to two(2) years or the length  
13 of their seniority, whichever is longer.

#### 14 ARTICLE VIII

#### 15 Subcontracting

16 A. The Board agrees that generally, supervisors or non-unit personnel will not be used  
17 to displace bargaining unit members regularly employed by the district. The Board reserves  
18 the right to subcontracting in any and all work performed by bargaining unit members when,  
19 in the opinion of the Board, it is deemed necessary to do so. Reasons for subcontracting  
20 would include, but are not limited to, the following: Inadequate equipment, personnel,  
21 and/or skills needed to perform the work; or an economic necessity.

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**ARTICLE IX**

**Maintenance of Standards**

**A. All terms and conditions of employment, including wages, hours of work, extra compensation for duties outside regular hours of work, break periods, leaves, and general conditions of employment of all bargaining unit members shall be maintained as negotiated. This contract shall be the entire agreement between the parties, and shall supersede any and all past practices not specifically addressed in this Agreement.**

**ARTICLE X**

**Negotiation Procedures**

**A. The parties intend this Master Agreement to cover any and all problems and questions arising between them. Once executed, this Agreement shall not require any mandatory reopener unless specifically agreed to in writing by both parties. In all such instances, no new area shall be bargained or negotiated upon, until this Agreement shall have been lawfully terminated or has expired, or until there shall be mutual, written agreement by and between the parties.**

**B. In the event the salary schedule is reopened for negotiations by either party, as provided in Article X of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement covering wages, hours, terms, and conditions of employment with MESPA members employed by the Board.**

**C. The Board, through its authorized representative, may employ individuals to fill vacancies for the subsequent school year under the provisions of the Agreement in force.**

1 However, individuals so hired will be subject to the Agreement approved subsequent to the  
2 date of employment.

3 D. In any negotiations described in this Article, each party shall have control over the  
4 selection of its negotiation or bargaining representatives from within or outside the school  
5 district. It is recognized that no final agreement between the parties may be executed  
6 without ratification by a majority of the Board of Education and by a majority of the  
7 membership of the Union, but the parties mutually pledge that representatives selected by  
8 each shall be clothed with all necessary power and authority to make proposals, consider  
9 proposals, and make concessions in the course of negotiations or bargaining, subject only to  
10 such ultimate ratification.

11 E. If the parties fail to reach an agreement in such negotiations, either party may  
12 invoke the mediation machinery of the State Labor Mediation Board or take any other lawful  
13 measure it may deem necessary.

14 F. Letters of intent to negotiate shall be delivered not later than March 1 of the  
15 calendar year in which this Agreement expires.

## 16 ARTICLE XI

### 17 Grievance Procedure

#### 18 A. Definitions

19 1. A grievance is a claim based upon an event or condition or circumstance  
20 under which a union member works caused by misinterpretation  
21 or inequitable application of alleged violation of the specific terms  
22 and conditions of this Agreement. The district agrees that this is the  
23 sole Agreement between the parties and that management and  
24 board policy shall comply with the intent of Public Law 379 of



1                   Public Act 1965 amended.  
2

3                   2. A "party of interest" is the person or persons making the claim  
4                   and any person or persons who might be required to take  
5                   action or against whom action might be taken in order to  
6                   resolve the problem.  
7

8                   3. The term "days" when used in this section shall, except  
9                   where otherwise indicated, mean days in which the school  
10                  business office is open.  
11

12                  B. Purpose

13                  The primary purpose of the procedure set forth in the Section is to secure, at the  
14                  lowest level possible, equitable solution to the problems of the parties. Both parties agree  
15                  that these proceedings shall be kept as confidential as may be appropriate at any level of  
16                  such procedure. Nothing contained herein shall be construed as limiting the right of any  
17                  union member having a grievance to discuss the matter informally with any appropriate  
18                  member of the administration.

19                  C. When a cause for grievance occurs, the affected bargaining unit member(s) and/or  
20                  the Union shall file a grievance in an attempt to resolve the problem.

21                  D. Union representatives shall be appointed and/or elected according to Union policy.  
22                  The Board hereby designates the immediate supervisor to act as its representative at Level  
23                  One as hereinafter described and the superintendent or his designated representative to act  
24                  at Level Two or during expedited grievances as hereinafter described.

25                  1. Termination of or failure to re-employ a probationary  
26                  employee shall not be a subject of the grievance procedure.  
27

28                  E. Written grievances as required herein shall contain the following:  
29

- 1           1. It shall be signed by the grievant(s) or at least one Union member.
- 2
- 3           2. It shall contain a synopsis of the facts giving rise to the alleged
- 4           violation.
- 5
- 6           3. It shall cite the Article or subsections of the contract alleged
- 7           to have been violated.
- 8
- 9           4. It shall contain the date of the alleged violation.
- 10
- 11          5. It shall specify the relief requested.
- 12

13   **LEVEL ONE**

14           A. Within twenty(20) days of the alleged violation or when the alleged violation should  
15 reasonably have been discovered, the individual member(s) and/or the Union shall first meet  
16 with the immediate supervisor concerned and informally discuss the problem. A record of  
17 the subject of the discussion shall be made and signed and dated by the administrator, the  
18 grievant, and/or the Union. Within five(5) days of the oral discussion, the administrator shall  
19 give his signed, dated, and written allowed or disallowed status of the grievance to the  
20 employee and/or the Union. If the employee/Union is not satisfied with the answer of the  
21 administrator, the grievance shall be formally reduced to writing and advanced to the next  
22 level.

23   **LEVEL TWO**

24           A. If the complaint is not resolved in the conference between the affected bargaining  
25 unit member(s) and/or the Union and the administration, a formalized grievance shall be  
26 advanced and submitted in writing to the Superintendent at Level Two within ten(10) days  
27 from the initial discussion. If a grievance affects more than one member or is filed by the

1 Union in defense of the contract rather than a specific individual(s), the grievance may be  
2 expedited and begin in writing at the Superintendent's level rather than with the immediate  
3 supervisor's level without there being any claim of technical failure to follow the grievance  
4 procedure by either party.

5 B. The Superintendent shall answer in writing within five(5) days of receipt of the  
6 grievance. The written answer shall specifically state whether or not the Superintendent  
7 sustains or denies the grievance and the grounds for that answer and it shall be signed and  
8 dated, a copy to be transmitted to the grievant, the Union secretary, the immediate  
9 supervisor concerned, and a copy to be placed in a permanent grievance file in his office.  
10 Within five(5) days of receipt of a Superintendent's denial, the Union and/or grievant may  
11 advance the grievance to Level Three.

### 12 LEVEL THREE

13 A. If the answer of the Superintendent is unsatisfactory, the matter shall be heard by  
14 the Board. Within twenty(20) days of the filing of the grievance at Level Three, the Board  
15 shall hear and render its decision in writing. The Board may hold future hearings therein or  
16 otherwise investigate the grievance provided, however, that in no event except with the  
17 express written consent of the Union, shall final determination of the grievance be made by  
18 the Board more than twenty(20) days after the filing of the grievance at Level Three. The  
19 response shall specifically state the Board's resolution to the grievance and give reasons for  
20 that resolution and shall, if sustained, include the relief requested decided upon by the  
21 Board and be signed and dated by the Secretary of the Board.

1   **LEVEL FOUR**

2           **A. If the bargaining unit members(s) and/or the Union is/are not satisfied with the**  
3 **resolution of the grievance at Level Three, the Union may elect to proceed to binding**  
4 **arbitration except that any claim or complaint for which there is another remedial procedure**  
5 **established by law shall not be subject to arbitration. If the Union advances the grievance to**  
6 **binding arbitration before an impartial arbitrator, it shall mail a copy of the Demand for**  
7 **Arbitration within twenty(20) days following receipt of the written denial of the Board to the**  
8 **Superintendent's office. The arbitrator shall be selected by the American Arbitration**  
9 **Association in accord with its rules which shall likewise govern the arbitration proceedings.**  
10 **Both parties agree to be bound by the award of the arbitrator and the fees and expenses of**  
11 **the arbitrator shall be shared equally by the Union and the Board.**

12           **B. The powers of the arbitrator shall be subject to the following:**

- 13           1. **He shall have no power to alter, add to, subtract from,**  
14           **disregard, or modify the specific terms of this Agreement.**  
15  
16           2. **More than one grievance may not be considered by the**  
17           **arbitrator at the same time except upon express written**  
18           **mutual consent of the parties.**  
19  
20           3. **Where no financial loss has been caused by the action of**  
21           **the Board, the Board shall be under no obligation to make**  
22           **monetary adjustments and the arbitrator shall have no**  
23           **power to order one.**

24           **C. Any party in interest may be represented at all meetings and hearings at all steps**  
25 **and stages of the grievance procedure by another union member or another person.**  
26 **Provided, however: That any Union member may in no event be represented by an officer,**

1 agent or other representative of any Union organization other than the Union. Provided,  
2 further: When a Union member is not represented by the Union, the Union shall have the  
3 right to be present and to state its views at all stages of grievance processing.

4 **D. Miscellaneous**

- 5 1. During the pendency of any proceedings and until final  
6 determination has been reached, all proceedings shall be  
7 private and preliminary dispositions will not be made  
8 public without the agreements of all parties, subject to  
9 provisions of the Open Meetings Act.  
10  
11 2. There shall be no reprisals of any kind by administrative  
12 personnel taken against any party in interest of his Union  
13 Representative, any member of the Grievance Committee,  
14 Appeal Committee, or Ad Hoc Committee, or any other parti-  
15 cipants in the procedure set forth herein by reason of  
16 such participation.  
17  
18 3. All documents, communications, and records dealing with  
19 the processing of a grievance shall be filed separately  
20 from the personnel files of the participants.  
21  
22 4. Timelines as to filing and to advance or respond to a  
23 grievance within this procedure shall be strictly adhered  
24 to by all parties unless mutual written agreement to  
25 extend a timeline has been reached and signed by the  
26 parties involved.  
27  
28 5. Any grievance arising hereunder shall be processed until  
29 resolution. In the event this Agreement shall have  
30 expired, the parties agree that this procedure shall  
31 continue in full force and effect during the negotiations  
32 of a successor Agreement and that all grievances shall be  
33 processed by this procedure until a successor Agreement  
34 has been ratified and signed by the parties at which  
35 time the terms of the new contract shall take effect  
36 and a new procedure, if any, shall be used.  
37  
38 6. Any Agreement reached between the Union and the employer

1 is binding on all individuals concerned and cannot be  
2 changed by any individual.  
3

- 4 7. All preparation, filing, presentation, or consideration  
5 of a grievance shall be held at times other than when an  
6 employee or participating Union representative are to be  
7 at their assigned duty stations unless mutual consent  
8 has been obtained beforehand.  
9

10 **ARTICLE XII**

11 **Retirement**

12 A. Mandatory retirement will be in accordance with federal and state law. In the  
13 event an employee would like to continue working beyond the legal retirement age, each case  
14 shall be individually decided at the Board's discretion.

15 B. Nothing contained herein shall be construed to deny or restrict to any union  
16 member the rights they have under the Michigan PERA or applicable civil services laws and  
17 regulations. The rights granted to union members hereunder shall be deemed to be in  
18 addition to those provided elsewhere.

19 **ARTICLE XIII**

20 **Employee Rights**

21 A. The Union and its members shall have the right to use school building facilities for  
22 meetings at a time mutually agreed upon by the Union and the administration as scheduled  
23 by the Community Schools office. No Union member shall be prevented from wearing  
24 insignia, pins, or other identification of membership in the Union either on or off school  
25 premises. Bulletin boards and other established media of communication shall be made  
26 available to the Union and its members in a designated area of each building.



1 agreed on by the Employer and bargaining unit member prior to the  
2  
3 performance of such work. Comp time may accumulate to a maximum of 40  
4  
5 hours per fiscal year. Unused accrued hours shall be paid at the end of each fiscal  
6  
7 year (June 30). Compensatory time shall accrue at time and one-half.

- 8  
9 1. The bargaining unit member requesting use of compensatory  
10 leave shall provide notice to the Employer for use of up to  
11 forty(40) hours of compensatory leave (at one time), except in  
12 cases of emergency when no notice is possible. Requests  
13 for compensatory time shall be filed at least ten(10) days prior  
14 to the use of such time, if a substitute is needed. Three(3)  
15 days if a substitute is not needed.  
16

17 D. Overtime shall be distributed starting in order of seniority, and then as equally as  
18 possible to all employees within the classification in which the overtime work is  
19 needed/desired.

20 E. Employees called in to work prior to the beginning of their scheduled shift may  
21 complete their scheduled shift if school is in session, with students attending. If school is not  
22 in session, with students attending, the employee shall complete only the total number of  
23 hours scheduled to work that day.

24 F. Custodians called in for work, other than regularly scheduled work, shall receive a  
25 \$8.00 flat fee in the event there is no work to be performed.

26 G. Bus drivers, who are to drive extra trips, which have been canceled, and report  
27 because they have not been notified of the cancellation, shall receive credit for one hour  
28 worked, and pay for actual waiting time prior to receiving notice of cancellation.

29 H. At the start of each semester, the union will provide the employer with a list of



1 drivers willing to make extra trips. Assignment to all such extra trips shall be by seniority  
2 rotation from the most senior down to the least senior driver on that list. If a driver declines  
3 to accept an extra trip, that trip shall then be offered to the next driver of lower seniority. If  
4 all drivers decline an extra trip, it will be assigned to the least senior driver on a rotation  
5 basis up the list. In the event a driver has accepted an extra trip and is unable to make that  
6 trip for any reason, that driver may trade places for an extra trip with another driver  
7 provided that the employer has been given at least forty-eight(48) hours advance notification  
8 that such a switch has been made or with administrative approval if there is less than forty-  
9 eight(48) hours advance notice. Drivers shall be notified of all extra trip assignments as soon  
10 as they are received by the administration but will be given at least forty-eight(48) hours  
11 advance notification of extra trip assignments (except in situations where the administration  
12 has not received advance notification). Drivers exceeding forty(40) hours in any one work  
13 week shall be excluded from the extra trip list for that week only.

## 14 ARTICLE XV

### 15 Specific Pay Provisions

16 A. All auxiliary personnel salaries should be spread over twenty-one(21) or twenty-  
17 six(26) pay periods at the bargaining unit member's option on a biweekly basis. The  
18 bargaining unit member shall notify the district on the appropriate form during the first  
19 week of school of the school year in which the change is to take effect. Once the 21 or 26 pay  
20 periods has been elected by the bargaining unit member he/she shall continue with the option  
21 selected for the remainder of the year unless administrative approval has been obtained to

1 change it. Newly hired employees shall select the option upon being hired.

2 B. Union members engaged during their work day in any grievance procedure,  
3 including arbitration, shall be released from regular duties without loss of salary.

4 C. Union President or designee shall be released from regular duties without loss of  
5 pay for the purpose of participating in area, regional, or state meetings of the Michigan  
6 Education Association, not to exceed a total of five(5) days for all union personnel in any one  
7 calendar year. These days shall be used at the discretion of the MESPA President for the  
8 purposes intended upon five(5) days notification, except in case of emergency. Use of these  
9 days shall be dependent on the availability of qualified substitutes. A "qualified" substitute  
10 shall be defined as a classified auxiliary substitute on the school's classified auxiliary  
11 substitute list. Not more than three(3) days shall be taken consecutively by any one person  
12 without the prior approval of the superintendent.

## 13 ARTICLE XVI

### 14 Classification of Auxiliary Employees

#### 15 A. Full-time Employees (52 weeks)

- 16 1. High School Secretary
- 17 2. Central Office Receptionist
- 18 3. Community School Secretary
- 19 4. Mellen School Custodian
- 20 5. Stephenson School Custodian
- 21 6. Daggett School Custodian
- 22 7. Maintenance Assistant
- 23 8. High School Custodians
- 24 9. Community School Custodian
- 25 10. Forestry aide/transportation/custodial assistant

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**B. Part-time Employees (less than 52 weeks and/or less than 8 hours/day).**

1. All Bus Drivers including kindergarten run only
2. All Head and Assistant Cooks
3. All Elementary School Secretaries
4. All Special Program Aides (Chapter 1 & Special Education)
5. All Regular Classroom Aides
6. Part-time Classroom Instructor vocationally certified only
7. All Noon Hour Aides
8. Newsletter/Yearbook Editor

**C. Temporary Employees (Time Sheets)**

**ARTICLE XVII**

**Employee Benefits  
(As Negotiated See Specific Provisions)**

**A. Full-time Employees**

1. Sick leave
2. Paid vacation days
3. Paid personal days
4. Full insurance protection

**B. Part-time Employees**

1. Sick leave
2. Partial insurance protection

**C. Temporary Employees**

1. Paid personal day(1)

**ARTICLE XVIII**

**Sick Leave**

- A. All full-time employees shall earn twelve(12) days per year; all full-time and part-time employees shall earn sick leave credit at the rate of one day per month worked. It shall**

1 become available to the employee as it is earned. Deduction for such time used shall be at  
2 the minimum rate of one-half(1/2) day per time used.

3 B. Unused sick leave shall be cumulative to 125 days. When such an employee  
4 qualifies for retirement under the Michigan State Employees Retirement System, the Board  
5 shall pay upon retirement to the employee twenty dollars (\$20.00) per day. Any employee  
6 who starts his/her last year of employment with the maximum number of accumulated sick  
7 leave days shall be allowed to earn and use the full twelve(12) days during his/her retirement  
8 year under the normal use of sick day rules.

9 C. Employees shall be given written notice of sick days available at the beginning of  
10 each school year. The employee shall be responsible for keeping a running account of sick  
11 leave throughout the balance of the school year.

12 D. Any employee who is absent because of an injury or disease compensable under the  
13 Michigan Workman's Compensation Law, shall receive from the Board, upon written  
14 request, the difference between the above insurance benefit and the employee's pay for the  
15 number of days the employee is absent from job duties up to the limit of the employee's  
16 accumulative sick leave.

17 E. The Board reserves the right to request a statement from a physician in cases of  
18 chronic, intermittent absences, or mass absences. Any expense of such statement shall be  
19 borne by the Board.

20 F. Sick leave with pay chargeable against the employee's allowance shall be granted  
21 for:

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1. A maximum of twelve days per school year for a critical illness in the immediate family. A critical illness is one that requires the attention of a physician. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse. Three(3) days shall be granted for brother, sister, grandchild, grandparents, or a dependent in the immediate household.
  2. Two days of the allowed twelve days sick leave may be used when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care.
  3. Death in the immediate family shall have a limitation of three days for each bereavement. Additional time may be granted by the Board of Education for extenuating circumstances. Immediate family shall refer to the husband, the wife, or the child and the mother, father, brother, brother-in-law or the sister, sister-in-law, grandfather and grandmother of the employee or of the spouse. Not more than one day of Sick Leave shall be granted by the Board of Education for the death of an uncle, aunt, nieces or nephews, grandchildren, stepgrandchildren, stepbrother or stepsister of the employee or of the spouse. Special consideration may be granted to the employee for non-relatives who reside with the family.
  4. Other requests for being absent from work:
    - a. Jury duty - an employee called for jury duty, and/or who is being subpoenaed for a court appearance, will be paid the difference between their pay as a juror and their regular salary.\* Such time spent in jury duty will not be charged against personal business or sick leave.
    - b. Dental work scheduled during the normal working day will not be considered under sick leave unless a signed statement by the dentist is presented to the central office five days prior to taking leave from work indicating it is impossible for the dentist to make appointments at times other than the school day. Exceptions will be considered for emergencies on a case by case basis.

40 \*Employees are expected to turn in a statement for what they received from the court. Any  
41 mileage fees paid by the court to the employees may be retained by the employee.  
42

1 c. Medical checkups scheduled during the normal working  
2 day will not be accepted for sick leave. Exceptions will  
3 be considered for emergencies, and mandated physical  
4 exams.

5  
6 5. Report of absence forms must be completed by the end of the  
7 second school day after the employee returns to duty. All  
8 payments will be withheld until properly completed forms are  
9 received.

10  
11 G. When unable to report to work, employees shall call the Superintendent's  
12 designee one(1) hour prior to their regularly scheduled reporting time.

13 **ARTICLE XIX**

14 **Vacation Days**

15 **A. Full-time Employees**

16  
17 **1. Vacation**

- 18 a. One week (five working days) after one full year,  
19 measured after July 1  
20 b. Two weeks (ten working days) after two full years, measured after July 1  
21 c. Three weeks (fifteen working days) after seven full years, measured after  
22 July 1.

23  
24 Vacation dates must be approved by the Superintendent or his designee  
25 five(5) working days prior to starting vacation. Unused vacation days  
26 may be carried over to the next fiscal year; however, these days must be  
27 taken within that fiscal year or be lost. This rule started with fiscal year  
28 1986-87; all unused vacation time earned prior to July 1, 1986, must  
29 either be compensable for at appropriate rates or wiped clean by June 30,  
30 1987. Vacation may be scheduled throughout the school year upon  
31 ten(10) business days notice, and upon availability of a substitute, if  
32 needed.

33  
34 A vacation sign-up calendar will be made available July 1 through July  
35 31. Employees may sign up for a portion or all of vacation time to be  
36 used from August 1 through July 31 of the following year. Once the  
37 employee's reserved dates are confirmed by the immediate supervisor,  
38 only the employee who reserved the dates may apply for a change of those

1 dates on the calendar. In the event more employees sign up for a date  
2 that there are substitutes available, vacation time will be assigned by the  
3 immediate supervisor on a seniority basis.  
4

- 5 2. Paid Holidays - if the holiday falls on Saturday, the employee shall take the  
6 previous Friday as the day off. If the holiday falls on Sunday, the employee  
7 shall take the following Monday as the day off.  
8 a. New Year's Day  
9 b. Good Friday  
10 c. Memorial Day  
11 d. July 4th  
12 e. Labor Day  
13 f. Thanksgiving Day  
14 g. Friday after Thanksgiving, OR, opening day of deer season (must notify  
15 immediate supervisor at least five(5) days in advance of choice)  
16 h. Christmas Day  
17 i. Birthday or extra day at Easter  
18 j. One-half day on Christmas Eve and New Year's Eve when those days fall  
19 on a week day  
20

21 B. If it is necessary for the auxiliary employee to work on a holiday, approved or  
22 ordered in advance by the Superintendent of Schools, a replacement vacation day will be  
23 granted, and the above rules will apply.

24 ARTICLE XX

25 Paid Days

26 A. An employee shall be entitled to paid personal days. Deduction for discretionary  
27 days shall be at the minimum rate of one-half(1/2) day per time used. An application form is  
28 due five(5) working days in advance of requested leave date, except in the case of an  
29 emergency.

30 B. Full-time employees shall receive three(3), noncumulative, personal days per year  
31 to be used at the employee's discretion with proper notification.

1 C. Part-time and temporary employees shall receive two(2), noncumulative  
2 personal day per year to be used at the employees discretion with proper notification.

3 D. An employee will not be charged for sick days(s) or discretionary leave applied for  
4 in the event school is canceled on those days unless the employee is expected to report to  
5 work on a day when school is canceled.

6 ARTICLE XXI

7 Insurance

8 A. The Board of Education shall pay the premiums for MESSA Super Care I health  
9 insurance as follows:

10 1996-1997

11	1. Full-time Employees	<u>Health</u>	<u>Vision</u>	<u>Life</u>
12	a. Insured only .....	\$ 204.90/mo.	\$13.73/mo.	\$3.75/mo.
13	b. Insured & spouse or			
14	Insured & child .....	458.40/mo.	13.73/mo.	3.75/mo.
15	c. Full family.....	509.24/mo.	13.73/mo.	3.75/mo.

16  
17 2. Part-time Employees

18 a. The Board shall pay the premium of health insurance  
19 for the "insured only" coverage, indicated below:

20  
21 Employees working 0-700 hours shall receive 65%  
22 premium paid by the Board

23 701-1000 - 75%

24 1001-1300 - 85%

25 1301-1400 - 95%

26 1400-2079 - 100%

27 Total hours are to be used for insurance calculation regardless of  
28 classification worked in. Adjustments in hours will be made up or down  
29 as determined by hours worked at any time during the current year.

30  
31 3. The district agrees to pay 100% of all increases in dental  
32 insurance with no change in coverage. Part-time employees



1 working more than 17.5 hours shall be entitled to a full  
2 100% of single subscriber or full family coverage at the  
3 employee's option for a full twelve month period. Employees  
4 working 17.5 or less hours shall be entitled to a full 100% of  
5 single subscriber coverage only for a full twelve month period  
6 or have the option of selecting full family coverage (FF)  
7 provided the employee pays the difference in premium  
8 between the single subscriber rate and the full family rate  
9 and provided such deduction is allowable under the policies  
10 of the insurance carrier.  
11

- 12 4. The district agrees to pay 100% of the premiums for every  
13 employee in the bargaining unit for MESSA negotiated term  
14 insurance in the amount of \$15,000 with the AD & D rider.  
15  
16 5. The district agrees to pay 100% of the premiums for every  
17 employee in the bargaining unit for MESSA negotiated VSP  
18 2 vision insurance.  
19

20 All salaries and fringe benefit premiums shall be retroactive to July 1, 1996.

21 B. The Board shall provide 100% of the cost of SET 50/50 Ultra-dent dental  
22 insurance, with \$50 lifetime deductible and "Incentive Feature" for all employees, full and  
23 part time as follows:

- 24 1. Insured only.....\$ 12.83/month  
25 2. Family ..... 31.57/month  
26

27 1997-1999

- 28  
29 1. Full-time Employees  
30 a. Insured only.....\$  
31 b. Insured & spouse or  
32 Insured & child.....  
33 c. Full family.....  
34  
35 2. Part-time Employees  
36 a. The Board shall pay 65% of the premium of health  
37 insurance for the "insured only" coverage, indicated  
38 below:

1 Employees working 0-700 hours shall receive 65% premium  
2 paid by the Board

3 701-1000 - 75%

4 1001-1300 - 85%

5 1301-1400 - 95%

6 1400-2079 - 100%

7 Total hours are to be used for insurance calculation  
8 regardless of classification worked in. Adjustments in  
9 hours will be made up or down as determined by hours  
10 worked at any time during the current year.

11  
12 3. Fully paid continuance of all other coverage in the  
13 contract (life, vision, etc.)  
14

15 C. If the cost of the insurance premiums should increase by more than 10%, the  
16 union member shall assume the extra cost above the 10% level, and the Board shall have no  
17 obligation in such regard. The Employer shall sign an Employer Participation Agreement  
18 with MESSA.

19 D. At the beginning of each school year each employee shall provide a signed  
20 statement that he or she, spouse, and/or family is or is not covered by any other health  
21 insurance.

22 E. The Board's health insurance contributions shall begin in August, 1988 for full-  
23 time and part-time employees of each year and continue for twelve(12) full months for all of  
24 the full-time and part-time employees, except that the board's contribution will cease when  
25 and at the specific time an employee is no longer employed by the school district.

26 F. SET Ultra-Dent, as described above, requires 100% defined group participation.  
27 Employees eligible to add family members to the defined dental insurance group may only  
28 do so during open enrollment periods.

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**ARTICLE XXII**

**Evaluation**

A. The Superintendent of Schools or his designee shall be responsible for the evaluation of all auxiliary employees.

B. Said Employees will be provided with a copy of any formal evaluation of their services. Any employee shall have the right to respond, in writing, to the formal evaluation. This response shall be limited to the formal, written evaluation and be placed in the employee's personnel file. The written response shall be attached to the appropriate evaluation.

**ARTICLE XXIII**

**Continuity of Operation**

A. All employees recognize the desirability of continuous and uninterrupted operation of the educational program during the normal school day and the avoidance of disputes which threaten to interfere with such operations. During the period of this Agreement, the auxiliary employees agree not to directly or indirectly engage in or assist in any work stoppage or strike. The Board and the Union agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices in this district as defined by the Public Employment Relations Act.

**ARTICLE XXIV**

**Copies of Master Agreement**

A. All present auxiliary employees umbrellaed under this Master Agreement shall be

1 provided one copy complete with cover by the Board at no cost to the employee as soon as  
2 it is available. Newly hired auxiliary employees shall be provided a copy in the Central  
3 Office when he/she completes all the necessary paperwork associated with a new hire.

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ARTICLE XXV

AUXILIARY EMPLOYEES COMPENSATION SCHEDULE

1996-1997

<u>Position</u>	<u>Years of Experience</u>	<u>Hourly Rate</u>	<u>Position</u>	<u>Years of Experience</u>	<u>Hourly Rate</u>
<b>FULL-TIME SECRETARY</b>			<b>PART-TIME SECRETARY</b>		
	0	\$7.00		0	\$7.00
	1	7.59		1	7.42
	2-4	8.50		2-4	8.08
	5-10	9.40		5-10	8.41
	11-15	10.30		11-15	8.74
	16-20	11.21		16-20	9.07
	21+	12.12		21+	9.39
<b>CUSTODIANS</b>			<b>HEAD COOKS/ASSISTANT COOKS</b>		
Maintenance ass't will receive	0	\$7.10		0	\$6.12
\$\$.50/hr. in addition to regular hourly rate;	.25	7.42		1	6.76
add \$.20/hr. for night shift (5 p.m.- 1 a.m.)	.50	7.77		2-4	7.76
	.75	8.09		5-10	8.08
	1	8.42		11-15	8.41
	2	9.74		16-20	8.74
				21+	9.07
0 experience may advance quarterly depending on each 3 month evaluation during first year					
<b>NOON HOUR AIDES</b>			<b>ALL OTHER AIDES</b>		
	0-2	\$7.09		0	\$6.44
	3-10	8.08		1	6.76
	11+	8.41		2-4	7.09
				5-10	7.42
				11-15	7.76
				16-20	8.08
				21+	8.41

**DRIVERS**

1		
2	0	\$11.46
3	1	11.66
4	2-4	11.88
5	5-10	11.99
6	11-15	12.29
7	16-20	12.50
8	21+	12.72

**Classifications of employees have been combined in the wages scales for pay purposes only and such combined listing is not meant to eliminate any classification from the union, or seniority list.**

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**AUXILIARY EMPLOYEES COMPENSATION SCHEDULE**

1997-1998

<u>Position</u>	<u>Years of Experience</u>	<u>Hourly Rate</u>	<u>Position</u>	<u>Years of Experience</u>	<u>Hourly Rate</u>
<b>FULL-TIME SECRETARY</b>			<b>PART-TIME SECRETARY</b>		
	0	\$7.21		0	\$7.21
	1	7.82		1	7.64
	2-4	8.76		2-4	8.32
	5-10	9.68		5-10	8.67
	11-15	10.61		11-15	9.00
	16-20	11.55		16-20	9.34
	21+	12.48		21+	9.67
<b>CUSTODIANS</b>			<b>HEAD COOKS/ASSISTANT COOKS</b>		
Maintenance ass't will receive	0	\$7.32		0	\$6.30
\$.50/hr. in addition to regular hourly rate;	.25	7.64		1	6.97
add \$.20/hr. for night shift (5 p.m.- 1 a.m.)	.50	8.00		2-4	7.99
	.75	8.33		5-10	8.32
	1	8.68		11-15	8.67
	2	10.03		16-20	9.00
				21+	9.34
0 experience may advance quarterly depending on each 3 month evaluation during first year					
<b>NOON HOUR AIDES</b>			<b>ALL OTHER AIDES</b>		
	0-2	\$7.30		0	\$6.63
	3-10	8.32		1	6.97
	11+	8.67		2-4	7.30
				5-10	7.64
				11-15	7.99
				16-20	8.32
				21+	8.67

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**DRIVERS**

0	\$11.81
1	12.01
2-4	12.23
5-10	12.35
11-15	12.66
16-20	12.88
21+	13.10



1                   **AUXILIARY EMPLOYEES COMPENSATION SCHEDULE**

2  
3   **1998-1999**

4  
5                   **Years of**   **Hourly**                   **Years of**   **Hourly**  
6                   **Position**       **Experience**   **Rate**       **Position**       **Experience**   **Rate**

7  
8                   **FULL-TIME SECRETARY**

**PART-TIME SECRETARY**

9					
10		0	\$7.43	0	\$7.43
11		1	8.06	1	7.87
12		2-4	9.02	2-4	8.57
13		5-10	9.97	5-10	8.93
14		11-15	10.93	11-15	9.27
15		16-20	11.89	16-20	9.62
16		21+	12.86	21+	9.96

17  
18                   **CUSTODIANS**

**HEAD COOKS/ASSISTANT COOKS**

19                   **Maintenance ass't**

20	will receive	0	\$7.54	0	\$6.49
21	\$.50/hr. in	.25	7.87	1	7.18
22	addition to reg-	.50	8.24	2-4	8.23
23	ular hourly rate;	.75	8.58	5-10	8.57
24	add \$.20/hr. for	1	8.94	11-15	8.93
25	night shift (5 p.m.-	2	10.33	16-20	9.27
26	1 a.m.)			21+	9.62

27                   0 experience may advance quarterly  
28                   depending on each 3 month evaluation  
29                   during first year

30  
31                   **NOON HOUR AIDES**

**ALL OTHER AIDES**

32					
33		0-2	\$7.52	0	\$6.83
34		3-10	8.57	1	7.18
35		11+	8.93	2-4	7.52
36				5-10	7.87
37				11-15	8.23
38				16-20	8.57
39				21+	8.93

**DRIVERS**

1		
2		
3	0	\$12.16
4	1	12.37
5	2-4	12.60
6	5-10	12.72
7	11-15	13.04
8	16-20	13.26
9	21+	13.49
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1 APPENDIX A

2  
3 GROUP SPECIFIC PROVISIONS

4  
5 I. COOKS

6 A. The Board will pay up to \$50.00 incurred for examinations.

7 B. Daily pay is based on six and one-half(6 1/2) hours for head cook and from between  
8 3 and 4 hours for assistant cooks; cooks may leave job site when, and only when, the job for  
9 the day is completed.

10 C. Cooks who work extra days over the normal 180 school days, such as conference  
11 days, will be paid at their regular hourly rate for the number of hours worked as turned in  
12 on a time sheet.

13 D. On "Snow Days" or other emergency school closings, head cooks are  
14 expected to come to their respective buildings as soon as is possible in the morning to take  
15 care of perishable foods if necessary. Two(2) hours time will be allowed for payment upon  
16 receipt of a time sheet, or an \$8.00 flat fee whichever is greater.

17 II. Bus Drivers

18 A. The hourly pay rates are based on 180 days at 3 hours driving time per day; because  
19 all drivers will be paid at fifteen(15) or more hours per week, those drivers who drive  
20 less than fifteen(15) hours must perform the following extra task to make up the difference.

21 1. Oil must be changed every 3,000 miles.

22 2. Those who drive fifteen(15) hours or more must notify the bus supervisor each  
23 3,000 miles so that the oil will be changed.

24  
25 All drivers shall be allowed ten(10) minutes before the beginning of each

1 day's regular run for vehicle preparation (required by district policy).  
2 The hours per day (length of run) shall be determined by a weekly average of the driver's  
3 driving time as determined by the bus supervisor and based on the driver's time sheet plus the  
4 drivers ten(10) minutes per day vehicle preparation time. All drivers are expected, as part of  
5 the job, to keep the bus clean inside and out; do daily safety checks; minor maintenance; i.e.  
6 change light bulbs, etc. without bus supervisor prompting.

7 **B. Extra Trips**

8 All hours spent on such trips including "waiting time" are included  
9 in the hours worked. Subs may be used in case of emergency. On extra trips during regular  
10 hours, drivers shall be paid at their regular rate. Hours worked beyond the regular hours  
11 shall be paid at the extra trip rate.

12 **C. Overnight Trips**

13 Drivers shall be paid at the extra trip rate for actual driving time,  
14 down time, and time spent at school events of a chaperoning nature. Time for sleep or  
15 personal activities away from school events when the driver's presence is not required will not  
16 be paid.

17 1. Transportation at \$.25(25 cents) per mile for those who drive their own vehicles.  
18 School vehicles must be used when available; permission to use private vehicles  
19 must be obtained before expenses will be authorized.  
20

21 **D. Meal allowance will be allowed upon the presentation of a receipt,**

22 but not to exceed an average of \$7.00/meal when it is necessary for the driver to be working  
23 during meal time (not to exceed \$21.00/day); lodging not to exceed \$45.00/night.

1           E.    Bus drivers, when authorized, who assist when a bus has broken down, as well as  
2 breakdown time for drivers of the disabled bus, will be reimbursed at regular hourly rate for  
3 actual time as determined by the Director of Transportation, and counted toward the total  
4 amount of time worked for that week.

5           F.    When it becomes necessary for a driver to obtain or renew a drivers  
6 license, the district agrees to rebate to the employee the full cost of any such  
7 license upon the employee's written request. The district further agrees to pay  
8 required testing fees once in each licensing renewal period.

9           G.    Any special trips; i.e., Menominee run, forestry deliveries, swimming,  
10 field trips, special trips of any nature other than a regular bus run will be  
11 paid at the extra trip rate.

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1 STEPHENSON AREA PUBLIC SCHOOLS  
2 Office of Superintendent  
3 Stephenson, Michigan 49887  
4

5 ADDENDUM AND CLARIFICATION FOR THE 1996-99  
6 MESPA/MEA MASTER AGREEMENT  
7

8 Drivers base pay will be a salary based on the number of runs they drive and their accumulated  
9 years of experience.

10

11 Extra trips will be paid at \*\$8.00 per hour for 1996-97, and \*\$8.25 per hour for 1997-98,  
12 \*\$8.50 per hour for 1998-99, except for kindergarten runs, which shall be paid at a regular flat  
13 rate of \$12.50 per run.

14

15 Deductions for pay will be made on a per run basis for any runs not driven.

16

17 Overtime will be paid at the time-and-one-half rate only after the driver has put in 40 hours  
18 within a one-week(7 day) time period as verified on the completed and signed time sheet.

19

20 Full 65% of the single subscriber rate for hospitalization insurance (MESSA) will be paid for  
21 all two(2) run drivers during 1992-93 and 1993-94.

22

23 All auxiliary staff members who work at least 17.5 hours per week within their normal work  
24 week will be eligible, through an open enrollment in the fall of 1996, to sign up for 100% paid  
25 dental insurance at the single or full family rate at the employee's option. Dental insurance  
26 shall be paid by the Board of Education.

27

28 All auxiliary staff members working 17.5 hours per week or less will retain fringe benefits as  
29 stated: i.e., dental at 100% of single subscriber rate; medical insurance at the 65% rate for  
30 1996-1999; and all other benefits as described in the Master Agreement.

31

32 Drivers shall be entitled to receive a flat hourly rate of \$5.00 per hour for attendance at any  
33 district mandated meetings or schooling/training required by the district. State mandated  
34 meetings/training shall be paid according to Public Act 187 of 1990.

35

36

37 \_\_\_\_\_  
For the Board of Education

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For the MESPA/MEA

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39

40 \_\_\_\_\_  
Date

\_\_\_\_\_   
Date

41

42 \*New negotiated figures 1996-99

Official confirmation of ratification of new 1996-97, 1997-98,  
1998-99 Master Agreement consummated as of June 27, 1996 by the Board of  
Education of the Stephenson Area Public School District and the Michigan  
Education Support Personnel Association.

Support Association:

Sandra M Walker  
UNISERV Director  
James W. Hubbard  
Chief Negotiator  
Jina Rivatto  
President, MESPA-Stephenson

Board of Education:

William Seidman  
President  
Ronald C. Zehick  
Secretary