

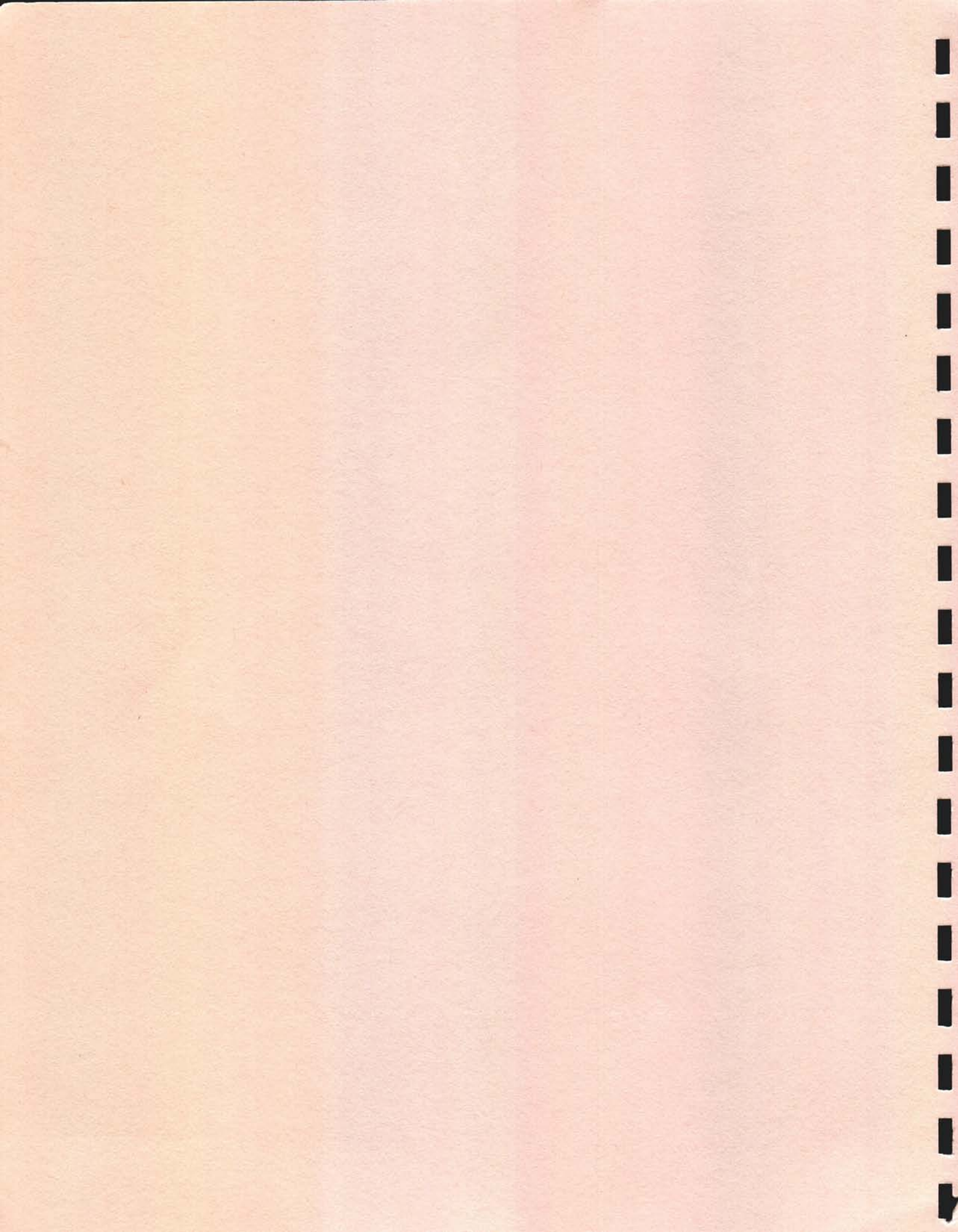
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6/30/2003

MASTER AGREEMENT
between the
MIO AUSABLE SCHOOLS
BOARD OF EDUCATION
and the
MIO AUSABLE ESP, MEA/NEA

2000-01 -- 2002-03

Mio Ausable Schools



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TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I - RECOGNITION	1
ARTICLE 2 - EMPLOYER RIGHTS	2
ARTICLE 3 - UNION RIGHTS.....	4
ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES.....	5
ARTICLE 5 - GRIEVANCE PROCEDURE.....	8
ARTICLE 6 - WORK YEAR, WORK WEEK, WORK DAY	10
ARTICLE 7 - SENIORITY	12
ARTICLE 8 - LAYOFF AND RECALL.....	14
ARTICLE 9 - VACANCIES, PROMOTIONS & ASSIGNMENTS	16
ARTICLE 10 - COMPENSATION.....	20
ARTICLE 11 - INSURANCE.....	23
ARTICLE 12 - EVALUATION.....	26
ARTICLE 13 - VACATIONS FOR FULL-YEAR EMPLOYEES.....	26
ARTICLE 14 - HOLIDAYS FOR FULL-YEAR EMPLOYEES	27
ARTICLE 15 - LEAVES	28
ARTICLE 16 - NO STRIKE.....	34
ARTICLE 17 - NEGOTIATIONS PROCEDURE.....	34
ARTICLE 18 - EXTENT OF AGREEMENT	35
ARTICLE 19 - BUS DRIVER PROVISIONS.....	36
ARTICLE 20 - MISCELLANEOUS	40
ARTICLE 21 - DURATION OF AGREEMENT	41
APPENDIX A	42
GRIEVANCE REPORT FORM	46

AGREEMENT

This Agreement is entered into this 11th day of September, 2000, by and between the Mio AuSable Schools (hereinafter called the "Employer") and the Mio AuSable ESP, MEA/NEA (hereinafter called the "Union").

Purpose

This Agreement has been negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

ARTICLE I - RECOGNITION

A - Unit Description

The Employer recognizes the Union as the exclusive bargaining representative for the following employees:

All full-time and regularly scheduled part-time custodial/maintenance, secretarial/clerical, aide/paraprofessional, food service and transportation personnel.

Excluding all substitutes, kitchen supervisor, maintenance supervisor, transportation supervisor, and all other supervisors, principals, assistant principals, and all other administrators, administrative assistant, business manager, curriculum coordinator, youth services coordinator, and all other coordinators, directors, central office secretary, teachers, coaches, temporary employees, adult and community education employees, and all other employees.

B - Definitions

The term "employee" when used herein shall refer to all employees represented by the Union in the bargaining unit defined above. References to male employees shall also include female employees.

ARTICLE 2 - EMPLOYER RIGHTS

A - Rights Reserved

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase work hours and to determine work hours and days. Determine job descriptions following input from employees affected. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by Employer-selected licensed physicians and technicians.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.

5. The Employer shall have the right to assign bargaining unit work to non-bargaining unit employees. The Employer may also assign unit work to students, persons funded through other programs, and seasonal workers, such as summer help.
6. Establish, modify, or change any work, business, shift, or school hours or days.
7. Determine the number and location or relocation of its facilities and work stations and bus routes.
8. Adopt rules and regulations.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
11. Determine assignment of buses and where buses are parked, stored, and housed, both during and outside work hours.
12. Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

B - Contract Interpretation

In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

C - Limitation on Employer Rights

The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

A - Use Of Buildings and Equipment

1. The Union may use school buildings consistent with Board policy at reasonable hours for meetings, provided a written request stating the reason is submitted by the Union President or designee and advance written approval is received from the Superintendent.
2. Upon request of the Union President or designee demonstrating need, and with prior approval of the Superintendent or his designee, the Union may use office equipment at reasonable times when not otherwise in use. The Union will comply with Boardprescribed rules pertaining to the use of all school equipment. The Union shall pay for the reasonable cost of equipment use, including the cost of all materials and supplies.
3. The Union may use one employer-designated bulletin board in the school building and the bus garage for Union business affecting employees in the school district.
4. The employer shall provide designated mailboxes for each employee.

B - Union Business

Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at reasonable hours, provided that such activities do not occur anytime within the work hours of the employees involved, including during breaks or lunch. Any non-employee representative must check in with the appropriate supervisor or building principal upon arrival. This section shall not preclude the processing of grievances with Employer representatives at mutually agreed upon times.

C - Information

The Employer agrees to furnish at cost to the Union President or designee in response to reasonable requests in writing a copy of public information.

D - Union Dues Deductions

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) constitution, bylaws and administrative procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

A - Right to Organize

The Employer hereby agrees that employees shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining with respect to hours, wages, and terms or conditions of employment.

B - Performance Responsibilities

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discharge or discipline. Among the reasons for dismissal, suspension, or other disciplinary action of any employee at the option of the Board are the following, by way of illustration and not limitation:

unsatisfactory work performance; physical or mental inability to perform job responsibilities; being in possession of or under the influence of drugs or alcoholic beverages during work hours; dishonesty; insubordination; disseminating confidential information or breach of confidentiality; unauthorized absence; repeated tardiness or absenteeism; abuse of break time; theft or misappropriation; violence or destruction of property; possession of a weapon; immoral conduct; failure to pass required exams or drug tests, loss of driver's license, accumulation of more than six (6) points, or loss of insurability under district policy for bus drivers; driving in an improper or unsafe manner while operating a school vehicle; abuse of sick leave, business leave, or other leave days; violation of Board rules or policy; unacceptable rapport with students, parents, or other employees or harassment of students or employees, sexual or otherwise.

C - Discipline

All employees are subject to discipline and termination with or without cause at the will of the Employer at any time.

D - Response to Discipline

Any employee who wishes to respond to a written disciplinary action must do so in writing to the supervisor who issued the discipline within five (5) work days. Such response shall be attached to the file copy of the disciplinary material in question.

E - Representative

An employee may have present a representative of the Union during any meeting which the employee reasonably believes will result in disciplinary action by the Employer. This section shall not apply to evaluation conferences. If representation is desired, no action will be taken until a Union representative is present unless immediate action is necessary.

F - Personnel File

An employee will have the right to review the contents of his personnel file according to law and to have a representative of the Union accompany him in such review.

G - Complaints

No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline or be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

H - Assault

Any case of assault upon an employee shall be promptly reported to the Employer.

I - Student Management/Control

Employees shall assist with the maintenance and control of students. However, all employees shall observe rules respecting punishment of students as established by the Board or required by state law. Employees may only use such physical force with a student as is necessary to protect themselves or others from attack or physical injury, or to prevent damage to district property in accordance with the law.

J - Unsafe Conditions

Employees shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Any alleged unsafe conditions or tasks shall be immediately reported to the Superintendent.

K - Equipment

Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment to perform their assigned tasks.

L - Supervision

In the event an employee is responsible to more than one supervisor, the primary supervisor shall be designated by the Employer at the beginning of each school year in writing to each employee. The employee shall be notified of any subsequent change.

M - Uniforms

If any employee is required to wear a uniform, the Employer will provide the same. Each cafeteria employee will be provided with a laundered apron daily.

N - Student Information

Any employee required to provide services to a student will have access to information about the student which the employee has a need to know as determined by the Employer. Each employee must maintain the confidentiality of information about students pursuant to the Family Educational Rights and Privacy Act, and other laws and regulations.

O - Medication

Employees may be required to dispense or administer medication to students consistent with law and Board policy.

ARTICLE 5 - GRIEVANCE PROCEDURE

A - Definition

A grievance shall be an alleged violation of the express terms of this Agreement. An employee alleging a grievance must orally discuss the grievance with his supervisor within three (3) calendar days of the occurrence of the condition giving rise to the grievance.

B - Filing

If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to his immediate supervisor within seven (7) calendar days of the occurrence

of the condition giving rise to the grievance. Should an employee fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state:

who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

C - Level One

The immediate supervisor shall meet with the grievant and the Union representative not later than ten (10) calendar days following receipt of the written grievance. The immediate supervisor shall issue his disposition of the grievance in writing within five (5) calendar days of the meeting.

D - Level Two

If the decision of the immediate supervisor is not considered acceptable, the grievant must present the written grievance to the Superintendent of Schools or his designee within five (5) calendar days of receipt of the decision of the immediate supervisor. The grievant must state the reason(s) why the decision of the immediate supervisor was not considered acceptable. The Superintendent or his designee shall meet with the grievant and a Union representative within fifteen (15) calendar days from the date of his receipt of the grievance. The Superintendent or his designee shall issue a decision in writing relative to the grievance within seven (7) days of the meeting.

E - Level Three

If the decision of the Superintendent is not considered acceptable, the grievant must submit the written grievance to the Secretary of the Board of Education or his designee within five (5) calendar days of receipt of the decision by the Superintendent. The grievant must state the reason(s) why the decision of the Superintendent was not considered acceptable. The Board of Education or a Board committee, as determined by the Board, shall meet with the grievant, the

appropriate administrators, and a Union representative within thirty (30) calendar days from the date of receipt of the grievance. The Board or its designee shall issue a decision in writing relative to the grievance within ten (10) calendar days of the meeting. The Board's disposition on all grievances shall be final.

F - Time Limits

Time limits shall be strictly observed and may be extended only by written mutual agreement. Grievances not timely filed may not be processed. Should an employee or the Union fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified, the Union may proceed to the next level of the grievance procedure.

G - Employee Consent

The Union shall have no right to initiate a grievance involving the right of an employee without his express approval in writing thereon.

H - Processing

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the employee or participating Union representative are to be on the job.

ARTICLE 6 - WORK YEAR, WORK WEEK, WORK DAY

A - Work Year

As used in this contract, the term "full-year employee" shall mean an employee who is regularly scheduled to work at least forty (40) hours a week, and at least fifty-two (52) weeks per year (currently custodians and maintenance employees). The term "regular part-time employee"

shall mean an employee who is regularly scheduled to work less than forty (40) hours a week, or less than fifty-two (52) weeks per year. The normal work year for each part-time employee shall be as designated by the Employer. Either more or less days of work may be required.

B - Work Week

The work week shall begin at 12:01 a.m. on Monday and consist of Employer designated work days.

C - Work Day

The normal number of hours of work and the schedule of hours for each employee shall be determined by the Employer. The normal work day for full-year employees shall be eight (8) hours. For part-year employees, the normal work day for each employee shall be as determined by the Employer. Either more or less hours of work may be required. All lunch periods, including those for food service personnel and bus drivers, will be unpaid. Employees, except bus drivers, who work more than five (5) hours per day shall normally have an unpaid lunch period. However, some employees may have assignments that preclude duty-free lunch periods and these employees may eat lunch during paid work time while on duty. Those employees working less than five (5) hours per day, including food service personnel, shall not have an unpaid lunch period. (However, notwithstanding the foregoing, those cafeteria personnel who are "grandpersoned" under Appendix A-1 will have a paid lunch period.) The duration and scheduling of unpaid lunch periods and the duration, scheduling and location of paid breaks shall be determined by the Employer. Unpaid lunch and break time may not be banked and used to reduce the employee's regularly assigned work day.

D - Act of God Days

1. When school is cancelled due to inclement weather or other acts of God, full-year employees (custodial and maintenance employees) shall normally report, unless they are instructed not to report.
2. When school is cancelled due to inclement weather or other acts of God, part-year employees, including bus drivers, will not be required to report on such days but will be paid, except as required by the Employer. Part-year employees will be required to work on any make-up days with no compensation. In the event an employee receives unemployment compensation benefits (including underemployment benefits) due to days of work not being held when scheduled which are later made up, the employee's pay will be adjusted by an amount equal to unemployment compensation received.
3. The determination to cancel, delay, and/or reschedule any day of work shall be the prerogative of the Employer and shall not be grievable.

ARTICLE 7 - SENIORITY

A - Definition

"Classification seniority" shall be defined as length of continuous service in the particular classification to which the employee is assigned within the district as a member of the bargaining unit from the first day of work. A member, if working in more than one classification, will simultaneously accrue seniority in each classification worked. Classifications are identified in Appendix A. Time worked as a substitute shall not count toward seniority or completion of the probationary period. Regular part-time employees will receive full seniority credit even though working less than full time.

B - Probationary Period

New employees shall be subject to a probationary period of one hundred fifty (150) actual working days of employment. Employees shall not have seniority during their probationary period. Upon successful completion of the probationary period, their names shall be placed on the seniority list by classification as of the first day of work in that classification as a bargaining unit member. Ties shall be broken by Employer determination.

C - Seniority List

An initial seniority list by classification shall be jointly prepared within sixty (60) days of the effective date of this Agreement. The list shall be maintained and published annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

D - Loss of Seniority

All seniority will be lost by an employee upon termination, resignation, retirement, or transfer to a non-bargaining unit position, or when recall rights terminate. A thirty- (30) calendar day window period will be granted to a unit member electing a transfer to a non-bargaining unit position. During that thirty- (30) calendar day period, the employee may either remain in the position and lose seniority or return to the unit without loss of seniority. During the thirty- (30) day period, the Employer may in its discretion temporarily assign other employees, use substitutes, or fill any positions in accordance with contract stipulations.

E - Assignment to a Different Bargaining Unit Classification

Seniority in a classification will be frozen when an employee is assigned to a different bargaining unit classification. If an employee returns to a classification, seniority shall continue to accrue. Seniority will be adjusted accordingly.

F - Layoff

Seniority will be frozen during periods of layoff and shall continue to accrue if an employee returns from layoff. Seniority will be adjusted accordingly.

G - Leaves

Seniority will continue to accrue during paid leaves and leaves due to illness or disability of the employee. Seniority will be frozen during unpaid leaves of more than four (4) weeks in duration taken for reasons other than illness or disability. Seniority will be adjusted accordingly.

H - Seniority Determination

Determination of seniority pursuant to these provisions will be prospective from the date of first ratification of this agreement by the Board. All adjusted seniority of employees as of the date of first ratification of this agreement by the Board will remain as adjusted for time prior to that first ratification.

ARTICLE 8 - LAYOFF AND RECALL

A - Definition

"Layoff" shall be defined as a reduction in work force as determined exclusively by the Employer.

B - Layoff Process

No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) calendar days prior to the effective date of layoff. In the event of a reduction in work force, the Employer shall identify the specific position(s) to be eliminated and shall notify the employee(s) in that position(s). Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to be assigned to a position in their classification(s) as defined in Appendix A for which they are qualified, which is held by

a less senior employee in that classification. Whether an employee is qualified, as that term is used in this article, shall be determined by the Employer. An employee laid off from one classification may use seniority which he has accrued in another classification to be assigned by the employer to a position held by an employee with less seniority in that classification, provided he is determined to be qualified by the Employer. A new employee shall not be employed by the Employer in a classification while there are laid off employees from that classification who are qualified for a vacant or newly-created position in that classification.

C - Reduction in Hours

The Board may reduce work hours of some or all employees rather than reduce the number of employees. In the event of a reduction in the work hours in a classification, qualified employees in the classification with the greater seniority may use same to displace employees with less seniority in positions having a greater number of work hours on the work schedule. A reduction of any employee's work hours shall not take effect until five (5) calendar days after written notice to the affected employee is given by the Employer.

D - Recall

Laid off employees shall be recalled in order of seniority within classification with the most senior being recalled first to any position in the classification for which they are qualified.

E - Recall Process

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. It shall be the employee's responsibility to keep the Employer notified as to his current mailing address. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given seven (7) calendar days from receipt of notice, excluding Saturdays, Sundays, and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can

report to work providing the employee has indicated an intent to return and reports within the seven- (7) day period. Employees recalled to full-time work (or to as many hours per week as they were working at the time of layoff) for which they are qualified are obligated to take said work. An employee who declines recall to full-time work (or to as many hours per week as he was working at the time of layoff) for which he is qualified shall forfeit his seniority rights. Recall rights for seniority employees shall terminate one (1) year after the effective date of layoff. Probationary employees shall not have recall rights. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the employee was laid off shall not affect his/her rights to a position having pay and benefits as was previously held.

F - Unemployment Compensation

A part-year employee who is laid off in the summer and/or who receives unemployment compensation benefits for the summer, and who is recalled before October 1 of that year shall have his compensation adjusted by an amount equal to the unemployment compensation received.

G - Substitute Work

Upon application, laid off employees will be considered for substitute work at \$.50 per hour above the substitute rate of pay.

ARTICLE 9 - VACANCIES, PROMOTIONS & ASSIGNMENTS

A - Definition

A "vacancy" shall be defined as a newly-created position or a present position that has been permanently vacated and which will be filled except when there is a qualified employee from the classification on layoff.

B - Posting

All bargaining unit vacancies shall be posted in a conspicuous place for a period of five (5) calendar days. If a vacancy is posted when school is not in session, the Union President or designee will be informed and copies of postings will be provided to the local Union President or designee at the time of posting. Said posting shall contain the following information:

Classification; type of work; location of work; starting date; rate of pay; hours to be worked; and minimum requirements as reflected in the job description established by the Employer.

C - Application for Vacancy

Interested employees may apply in writing to the Superintendent or designee within the five- (5) day posting period. The Employer may temporarily fill any vacancy during the posting and selection process with another employee or with a substitute.

D - Filling Vacancies

Vacancies will be filled with the applicant from within or outside of the bargaining unit whom the Employer considers to be the most qualified and the most likely to be the most successful in the position. The decision of the Board will be final and not subject to the grievance procedure.

E - Notice of Selection

The Employer shall make known its decision as to which applicant has been selected to fill a posted position.

F - Bus Driver Vacancies and Assignments

1. Vacancies:

All new or existing routes or runs that become vacant or open during the school year will be filled on a temporary basis by the transportation supervisor for the remainder of that school year.

2. Route Bid Meeting:

Each August, at the pre-school meeting called by the supervisor, all routes will be placed up for bid and will be filled on the basis of classification seniority and qualifications from among the applicants, subject to approval of the supervisor.

If the employer determines that routes need to be substantially changed during the school year, a new bid meeting like the August pre-school meeting, will be held.

3. Assignment:

The transportation supervisor has the final authority to assign or reassign any driver at any time to a route, run, extra trip, or vehicle other than the one selected by the driver or originally assigned by the supervisor, when the supervisor deems it is in the best interest of the school district to make such a change. Examples of such required changes may be due to the physical nature of the route, characteristics of the vehicle, composition of the student load, or disability accommodation of the driver.

G - Assignment

Employees are subject to assignment and transfer at the discretion of the Board and shall not be grievable.

H - Temporary Assignment

1. An employee assigned to perform the work of an absent bargaining unit employee as identified below in excess of one hour will be paid at a rate for those duties based on one-half (1/2) the difference between the employee's regular rate and the rate for the position temporarily assigned at the employee's same experience step.

kitchen helper for cook
cook for head cook
paraprofessional for secretary
one level classification paraprofessional for another level classification paraprofessional
clerical for secretary
custodian for maintenance
paraprofessional for secretary

However, an employee's pay rate shall not be reduced as a result of such assignment. Placement in a temporary assignment will give the employee no additional benefits or seniority in that position, nor the right to expect permanent assignment in that position.

2. During the temporary absence of a supervisor, the Employer will determine when and if an "acting supervisor" is warranted. When warranted, the person so appointed, and compensation for this temporary assignment, will be at the discretion of the Employer. The Employer shall not be obligated to appoint a bargaining unit employee from the absent supervisor's department, to the position of "acting supervisor".

I - Position Change

The Superintendent shall determine what, if any, experience credit will be granted and the placement on another wage scale in the event an employee is appointed to another position. Such decision shall not be grievable.

J - Custodial Maintenance "Shift/Crew Leader"

In the Custodial/Maintenance Department, the Employer may appoint a "shift/crew leader" who is authorized to direct the work activities of other custodians. Such appointment shall be at the discretion of the employer. Compensation for such appointment will be an extra \$.75 per hour while serving as a shift/crew leader as determined by the Employer.

ARTICLE 10 - COMPENSATION

A - Compensation

The basic compensation of each employee shall be as set forth in Appendix A.

B - Overtime

Overtime work, which will be voluntary to the extent feasible but which may be required, will be assigned as determined appropriate by the Employer. Using substitutes or assigning overtime or not replacing absent employees will be discretionary with the Employer. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week. This includes food service personnel.
2. Double time will be paid for all hours worked on holidays designated in Article 14.
3. Paid leave shall not count toward hours worked.
4. Compensatory time off may be given if mutually agreeable to the Employer and the bargaining unit member.
5. When working an overtime assignment due to the school being used for an extracurricular activity, or by an authorized non-school group, the custodian(s) shall perform those tasks as assigned by the supervisor. The supervisor shall prepare a list of expected task completions for use during such overtime assignments. Performance of these tasks shall be subject to the employee evaluation process.

C - Mileage

An employee required to use his own personal vehicle in the course of his job will be reimbursed at the current district approved rate for mileage.

D - Meetings

Employees may be required to attend meetings outside regular work hours. Employees required to attend such meetings will be compensated at their regular wage rate (regular wage rate for bus drivers is the show-up rate). Required meetings will be so specified, otherwise they will be considered voluntary.

E - Shift Premium

Custodial/maintenance employees will receive a shift premium of an addition three percent (3%) for second shift and an addition six percent (6%) for third shift. This will not be paid for authorized 10-hour days in a 40-hour week.

F - Call-In Pay

Employees called into work shall receive a minimum of two (2) hours pay at their regular rate provided they work for two (2) hours.

G - Show-Up Pay for Cooks

Food service personnel shall receive a minimum of two (2) hours pay for reporting if school is cancelled after they report provided they work two (2) hours minimum and subject to supervisor approval.

H - Method of Compensation

All bargaining unit employee compensation will be paid over twenty-one (21) or twenty-six (26) bi-weekly pays, at the employee's option (except custodians must be paid over 26 pays). At the beginning of the employee work year, wages will be calculated on an annualized basis determined from the employee's base rate of pay, then divided by 21 or 26 pays. Overtime, extra trips, or other supplemental pay for a given payroll period will be paid in that payroll period.

I - 10-Hour Days/40-Hour Weeks & Holidays

If a paid holiday occurs simultaneously with what would have been a 10-hour work day, then the employee(s) authorized to work 10-hour days/40-hour weeks will only receive 8 hours of holiday pay, not 10. Further, such employee must still put in 32 hours in a week when there is a paid 8-hour holiday.

J - Building Check Pay

Custodial/maintenance employees required to perform building checks shall be paid for one hour at one and one-half (1½) times the regular day pay rate plus mileage reimbursement for each building check.

K - Work for Outside Groups

Extra employee work time (beyond the employee's regular work time), as assigned by the Employer, which results from non-employer groups using school facilities will be paid at one and one-half (1½) times the employee's regular pay rate for that work. This shall also apply to extra hours worked by food service employees when internal district groups use school facilities and require food service as approved by the Employer.

L - Reimbursement for Medical Examinations

Any employee who is required by the Employer to take a medical exam will be reimbursed for the actual cost of the exam not to exceed Forty-Five Dollars (\$45). The exam must be performed by a doctor of medicine or a doctor of osteopathy selected by the employee with prior approval of the Employer.

M - Individual Contracts

Compensation for doing bargaining unit work pursuant to any individual contract between the Employer and an employee shall be consistent with the compensation rates specified in this agreement or as agreed otherwise between the Employer and Union. However, this shall

not apply to work which is contracted out to anyone, including an employee, or to services volunteered by an employee. This also shall not apply to the following substitute work performed by an employee from a different classification (i.e., driver subbing for custodian; custodian subbing for driver; cook or kitchen helper subbing for aide or paraprofessional; aide or paraprofessional subbing for cook or kitchen helper; aide or paraprofessional subbing for custodian; custodian subbing for aide or paraprofessional; driver subbing for aide or paraprofessional; aide or paraprofessional subbing for driver).

N - Reimbursement Requests

Requests for reimbursement of expenses incurred by employees (for example, for meals, tolls, parking fees, lodging, etc.) must be turned in within ten (10) work days of when incurred.

ARTICLE 11 - INSURANCE

A - Insurance

Effective upon proper enrollment with the carrier, all full-year custodians and all regular part-time secretaries working at least 40 hours per week will be eligible for MESSA PAK A insurance for a full twelve (12) months with the Employer paying the full insurance premium. In the alternative to PAK A, at the employee's option or for those employees not eligible for PAK A, the employee may elect PAK B with the monthly premium fully paid by the Employer.

All other employees working at least thirty (30) hours per week and at least one hundred seventy (170) days per year will be eligible for MESSA PAK A insurance for a full twelve months with the Employer contributing 50% and the employee contributing 50% of the monthly premium. In the alternative to PAK A, at the employee's option or for those not eligible for PAK A, the employee may elect PAK B with the monthly premium fully paid by the Employer.

The PAK A plan benefits shall consist of the following:

HEALTH PLAN: Supercare I XVA2 with a \$100/\$200 deductible and the \$5/\$10 preferred Rx co-pay.

LONG-TERM DISABILITY (LTD COVERAGE): 66 - 2/3%

Maximum monthly benefit: \$2,500
Qualifying period: 90CD MF
Own occupation: 2 years
Social security offset: Family
Minimum pay out: 5%
Offset freeze: Yes
Alcoholism/Drug Waiver: 2-year limit
Mental/Nervous Waiver: 2-year limit
Rehabilitation & Maternity: Standard
Cost of living adjustment: No
Survivor income benefit: No
Education supplement benefit: No
Pre-existing condition waiver: Yes

LIFE INSURANCE WITH ACCIDENTAL DEATH AND
DISMEMBERMENT: \$5000

VISION INSURANCE PLAN: VSP-1

DENTAL INSURANCE: Class I, II, III & IV + max: 75/75/50 \$1,000

GRP#: 6396-01

RIDERS: 75 \$750

COUNTY: Oscoda

The PAK B plan benefits shall consist of the following:

LTD: Same as Plan A

LIFE VOLUME W/AD&D: \$20,000

VISION INSURANCE PLAN: VSP-2

DENTAL INSURANCE PLAN: Class I, II, III & IV + max: 100/90/90 \$1,000

GRP#: 6396-02

RIDERS: 90 \$1,500

B - Insurance for Less Than Thirty-Hour Employees

Employees who work less than thirty (30) hours per week can participate in the above MESSA PAK A or PAK B insurance plans at their own expense on a payroll deduction basis and subject to any and all limitations or restrictions of the applicable policy or program.

C - Enrollment

It shall be the responsibility of the eligible employee to properly enroll in programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.

D - Termination of Benefits

If an employee terminates employment or goes on layoff or an unpaid leave, except under the FMLA, the Employer's contribution toward insurance benefits will cease at the end of the last month worked.

E - Continuation of Coverage

An employee on unpaid leave or layoff shall have the option of continuing insurance coverage, subject to terms and conditions of the carrier, by making cash payments to the district.

F - Double Coverage

Employees receiving generally comparable insurance coverage through a spouse shall not be eligible for insurance coverage provided by the district. There shall be no double coverage.

ARTICLE 12 - EVALUATION

A - Evaluation

Employees shall be evaluated as deemed appropriate by the Employer. Employees can be expected to be evaluated by their immediate supervisor or designee with input from others on all relevant aspects of their employment including job descriptions. If a supervisor believes an employee is doing unacceptable work, the reason(s) shall be stated in the evaluation, as well as suggestions for improvement. Each formal evaluation shall contain the following statement: "The work performance of this employee is _____ satisfactory, _____ deficient in some area(s), _____ unsatisfactory [check one]." Evaluations may not be grieved.

B - Response

Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. The employee's signature shall not be construed to mean that he necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he so desires within ten (10) days. All written evaluations are to be placed in the employee's personnel file.

C - Termination

If an employee is not continued in employment, the Employer will advise the employee of the reason(s) therefore in writing.

ARTICLE 13 - VACATION FOR FULL-YEAR EMPLOYEES

A - Eligibility

After completion of one (1) year of employment as a bargaining unit member, full-year employees only (custodians/maintenance) will be eligible for vacation days according to the following schedule:

- 1 week after the first full year of employment
- 2 weeks after 2 years of employment
- 3 weeks after 10 full years of employment

Vacation days shall not be considered to be earned on a per diem basis, but rather as an aggregate of one, two, or three weeks after the completion of full work year(s). Vacation time will not accrue during periods of unpaid leave.

B - Approval

Vacation schedules must be approved in writing in advance by the employee's supervisor. Use of vacation time may be permitted, per supervisor approval, during Christmas or Spring Break but for no more than one custodian at a time.

C - Rate

Employees shall be paid for vacation time at their regular rate of pay.

D - Forfeiture

Vacation time not taken during the year following the anniversary date of earning the vacation time will not be accumulative and will be forfeited. Upon termination of employment, an employee shall lose unused vacation time.

ARTICLE 14 - HOLIDAYS FOR FULL-YEAR EMPLOYEES

A - Holidays

Full-year employees (maintenance and custodial employees) shall be paid for the following holidays:

1. Fourth of July
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day
5. Christmas Day
6. New Year's Day
7. Memorial Day

[Note: Any past practice of releasing bargaining unit employees on Good Friday early with no loss of pay will only continue if students are released early. If school is in session a full day, employees will work their regular hours without release time or extra compensation.]

B - Conditions

Holiday pay is subject to the following provisions:

1. The employee is a permanent employee as of the date of the holiday.
2. The employee would have otherwise been scheduled to work on such day if it had not been observed as a holiday.
3. The employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the employee's scheduled work week or have been on approved paid leave.
4. An employee eligible under the above provisions shall receive his regular daily rate for said holiday.
5. An employee who is required to work on any of the designated holidays shall receive an amount not greater than double time for hours worked on said holiday.
6. When a holiday falls on a Saturday or Sunday or on a day when student instruction is scheduled, the Board shall have the right to observe the holiday on the preceding Friday, on the following Monday, or on another day when student instruction is not scheduled.

ARTICLE 15 - LEAVES

A - Sick Leave

1. Paraprofessional employees, food service employees, and transportation employees will be granted one (1) day per month (maximum nine (9) days per

year); regular part-year secretarial employees will be granted one (1) day per month (maximum ten (10) days per year); and full-year employees will be granted one (1) day per month (maximum twelve (12) days per year) of sick leave at the beginning of the employee's work year. Unused sick leave shall be accumulative to eighty (80) days. Any part-time employee will only be credited with sick leave equivalent to the number of hours worked per day. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for that employee.

2. At the beginning of the contract year, the employee will have the current year's allowance available regardless of the number of days accumulated, provided the employee reports for work. However, if an employee terminates employment before the days used would have been earned, the amount for those days used in excess will be deducted from the employee's last paycheck. At the end of the year, unused days from the allowance will be credited to accumulated unused sick leave.
3. Upon retirement from the Mio AuSable Schools under the provisions of the Michigan Public Schools Retirement Plan, or death, after ten (10) years of employment in the district the employee will be paid one-half of unused accumulated sick leave at his current per diem rate of pay.

B - Leaves of Absence Charged to Sick Leave

1. The employee may use sick leave for his own personal illness or disability as required up to the number of days available to the individual. The Employer may require verification of need for absence from a physician.

2. Up to three (3) days per fiscal year may be used for the critical illness or surgery of a serious nature of a member of the employee's "immediate family" which shall be defined as the employee's parent, spouse, child, or any relative who is a permanent resident of the employee's household. "Critical illness" shall be defined as a life threatening condition requiring the presence of the employee. The Employer may require verification of need for absence from a physician. Any additional days may be granted by the Superintendent or designee upon written application. Any determination shall not constitute a precedent or past practice and shall not be grievable.

C - Paid Leave of Absence Not Charged to Sick Leave

1. Necessary Business Leave:

Each part-year employee may use up to one (1) day per fiscal year (July 1 to June 30) for necessary business. Full-year employees may use up to two (2) days per fiscal year for necessary business. These days shall not be accumulative. The use of these days must be arranged in advance with the employee's immediate supervisor. A necessary business day shall only be used for necessary legal, business, or emergency matters or doctor's appointments that cannot be conducted outside of regular work hours and which require the presence of the employee. Necessary business leave cannot be used for social or recreational activities, travel, other employment, or other non-essential purposes. An employee planning to use a necessary business day shall submit his written request to his immediate supervisor for approval stating the reason that he is requesting to use a necessary business day at least five (5) days in advance, except in cases of emergency. Necessary business days shall not be taken the day before or the day following a holiday

or vacation. The Employer reserves the right to limit business leave to one employee per classification per day.

2. Bereavement:

(a) Each employee will be granted up to three (3) days per fiscal year in the case of a death in the immediate family. For purposes of this section, the immediate family will be defined as parent, spouse, child, step-parent, parent-in-law, grandparent.

(b) Any additional or other funeral leave, which shall be charged first to business leave, then to sick leave, may be granted by the Superintendent or designee upon written application. Any determination shall not constitute a precedent or past practice and shall not be grievable.

3. In-Service:

A leave of absence with pay, not charged against the employee's sick leave, may be granted for in-service activities, attending conferences, conventions, workshops, and seminars when such attendance is approved by the Board.

4. Witness:

Leave of absence with pay, not charged against the employee's sick leave, will be granted for court appearances as a witness in any case in which the employee's connection with the case stems from his employment with the Board, provided that the legal action is not instigated by or on behalf of the employee or Union against the Board. If a witness fee is paid to the employee by the court, that amount will be deducted from the employee's pay.

5. Jury Duty:

- (a) A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses for each day's jurist service). The obligation of the Board to pay the employee for jury duty is limited to a maximum of ten (10) days in any fiscal year.
- (b) In order to receive payment, the employee must give the Board prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported to or performed jury duty on the days for which he claims such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

D - Leave of Absence Without Pay or Fringe Benefits

1. A leave of absence of up to three months may be granted for the purpose of child care upon the request of the employee to care for a newborn, newly adopted, or critically ill child.
2. An employee whose illness or disability extends beyond the period compensated by sick leave will be granted a leave of absence for the duration of the illness or disability up to a maximum of one (1) year.
3. An employee may be granted a leave of absence for up to one (1) year for personal reasons, including, but not limited to, child care, study, family concerns,

or travel. The granting of personal leave shall be at the Board's discretion.

4. Unpaid leaves of absence of any length which are not necessary are discouraged and will not normally be granted.
5. All requests for a leave of absence shall be in writing stating the reason for the requested leave and the expected duration.
6. An employee, on an approved leave of absence, shall notify the school district of his intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.
7. An employee on an approved leave of absence will be returned to a generally comparable position as determined by the Board.

E - Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a

hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

F - Worker's Compensation

Worker's compensation will be the exclusive remedy for any work-related injury or disability, provided worker's compensation is available. All injuries which occur while on duty are to be reported immediately. An employee on worker's compensation will be deemed to be on an unpaid leave of absence.

G - Good Attendance Record

Any employee who has accumulated eighty (80) sick leave days and is not absent from work for any reason in this article for more than one (1) day during the period from July 1 to the end of the first semester or during the period from the beginning of the second semester through June 30 shall be granted an additional regular day's pay for such period.

ARTICLE 16 - NO STRIKE

The Union and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Employer by any employee or group of employees.

ARTICLE 17 - NEGOTIATIONS PROCEDURE

A - Commencement

Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term.

B - Teams

Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C - Agreement

There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Union. Copies of this Agreement shall be printed by the Union with the cost of paper borne by the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit members now employed or hereafter employed by the Employer.

D - Discussion of Contract Issues

By mutual agreement, representatives of the Employer and Union may meet to discuss contract issues which may arise.

E - Policy Notification

Employees affected by a new or revised policy will be notified.

ARTICLE 18 - EXTENT OF AGREEMENT

A - Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

B - Severability

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

C - Practices

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

ARTICLE 19 - BUS DRIVER PROVISIONS

A - Distribution of Extra Bus Trips

1. Extra bus trips are defined as those bus trips not normally scheduled on a daily basis, e.g., field trips, sports activities, etc.
2. All drivers interested in taking extra bus trips shall sign up on an extra bus trip list in order of seniority at the August bid meeting (or if hired during the year at the time or hire). All drivers on the extra trip list are expected to take extra trips during that year (including summer extra trips). Exceptions may be granted only by the supervisor for extenuating circumstances, however, any trip assignment excused by the supervisor will be charged as a trip taken for the excused driver. A driver who needs to request to be excused from an extra trip assignment must let the transportation supervisor know immediately following the posting of the extra trip assignment. That trip will then be reassigned in order of rotation on the extra trip list.

3. On the designated day near the end of each month, extra bus trips which are scheduled will be posted for the next month. The transportation supervisor shall assign such extra trips to the driver next on the list in continuous rotation through the list. If additional extra bus trips are posted during the next month, the transportation supervisor shall continue to assign such trips in order of rotation on the trip list. When extra trips are scheduled for and accepted by a bus driver, the transportation supervisor may obtain a substitute driver for any regularly scheduled runs which the driver may miss because of time conflicts.
4. Notwithstanding the foregoing, the Employer reserves the right not to assign an extra bus trip to a driver who would become eligible for overtime pay. If a driver is denied an extra trip for this reason, the driver will still be eligible for the next trip which would not require overtime.
5. In the event that all of the bus drivers on the extra trip list refuse the extra bus trip(s), the Employer may require the lowest classification seniority bus driver(s) on the extra trip list to take the extra bus trip(s).
6. When there are not enough bus drivers on the bus trip list to meet the needs of the Employer, the Employer may then require the lowest classification seniority driver(s), whether on the extra trip list or not, to take the next bus trip(s) or may use substitute drivers in the Employer's discretion.

B - Breakdown Time

When a bus driver must wait on his run because of a bus breakdown, being stuck, or a similar reason, he will be paid at the show-up hourly pay rate per hour in addition to his amount for the regular run for the time required beyond that for which he is already compensated. Any down time while at work due to a weather delay will be paid at the show-up hourly pay rate.

C - Driving Requirements

Bus drivers must pass all required exams and be fully licensed to meet all school bus driver requirements at their own expense. However, drivers will be reimbursed Thirty-Seven Dollars (\$37) upon evidence of renewal of the 4-year CDL (commercial driver's license).

D - Drug and Alcohol Testing

All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including drug and alcohol testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 (the "Act"), and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Act.

The district will provide upon request a copy of its policies and administrative procedures relating to the Act. The district will also in-service drivers annually on drug and alcohol testing.

Drivers undergoing testing as required by the Act will be paid the show-up pay rate per hour for actual time of testing and travel to and from the testing site provided they are not otherwise scheduled to work for the district during the testing time.

If drug testing occurs during the time the driver is scheduled to perform other work for the district, the driver will not receive the show-up pay per hour rate and will receive only the rate of pay for the other employment with the district. If a driver is detained at the test site and as a result misses his/her normal run or assigned field trip, the district will compensate the driver his/her regular or field trip rate of pay, but the driver will not receive the show-up per hour compensation during the testing time.

E - Bus Routes

No changes of stops or in direction of routing shall be made by anyone other than the transportation supervisor once the route has been established. A driver may request a change in

routing, in writing, to the transportation supervisor, who is to reply to said request within five (5) working days of receipt of such a request. The request is to state the old route, the new route requested, and reasons for the change. When students move out of or into the district, stops will be added or dropped to accommodate these students, and the transportation supervisor is to be notified in advance, in writing, of such proposed change of stops and the reason for such change.

F - Vehicle Maintenance

Each driver is responsible for maintaining the vehicle to which he is assigned in a clean and orderly condition (i.e., sweeping, washing, etc.). Pre-trip and post-trip inspections and/or cleaning of the assigned bus are expected of each driver prior to and following regular runs or extra trips. Any problem with a bus must be reported in writing to the transportation supervisor immediately. The supervisor shall determine the inspection and/or cleaning requirements.

G - Route Description

It shall be the responsibility of every driver to submit to the supervisor an accurate written description consistent with the transportation supervisor's instructions describing the specific route(s) his respective bus(es) covers within two (2) weeks after the start of the school year. Descriptions must indicate the approximate location and time of pick ups and/or drop offs. Included in the description must be the names, addresses, and phone numbers of every student that is transported who has returned his permission slip.

H - Transporting by Other Than Bus

Nothing shall preclude the transportation of students by individuals other than bus drivers in private vehicles or a school van when determined appropriate by the Employer.

ARTICLE 20 - MISCELLANEOUS

A - Absence

Any employee who is unable to report for work must notify the appropriate supervisor as soon as possible but in no event later than two (2) hours prior to the employee's reporting time so that a substitute can be obtained or other arrangements can be made.

B - Resignation

Any employee who resigns from employment shall give at least two (2) weeks' written notice to the employee's supervisor. Failure to give such notice will be sufficient cause for withholding three (3) days pay.

C - Americans with Disabilities Act

Nothing in this Agreement shall prevent the Employer from complying with the requirements of the Americans with Disabilities Act, including making reasonable accommodations for employees with disabilities. In making reasonable accommodations for employees with qualifying disabilities, such accommodations shall not only be reasonable, but shall not create an undue burden (financially, operationally, shifting of work to other employees, reducing expected work accomplishments to an unacceptable/unproductive level, etc.) for the Employer.

ARTICLE 21 - DURATION OF AGREEMENT

This Agreement shall be effective as of September 11, 2000 (except the wage rate increases which shall be retroactive to July 1, 2000, and insurance changes which shall be effective November 1, 2000) and shall continue in effect until the 30th day of June, 2003.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 11th day of September, 2000.

FOR THE EMPLOYER:

FOR THE UNION:

Joan Bohlinger
President, Board of Education

Penny J. Julian
Secretary, Board of Education

Kathleen Dorman
President/Mea ESP.

Suzanne Bratton
Omea/ESP Secy.

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APPENDIX A

This Schedule sets forth wage rates for all employees according to the following departments and classifications.

I. Paraprofessional Department

A. Level I Classification -	2000-01	Hourly Rates	
		2001-02	2002-03
<u>Non-instructional*</u>		(2%)	(2%)
Beginning	\$7.00	\$7.14	\$7.28
After 90 days worked	\$8.00	\$8.16	\$8.32
After 180 days worked	\$8.50	\$8.67	\$8.84
After 360 days worked	\$9.00	\$9.18	\$9.36

Those paraprofessionals employed prior to July 1, 2000 will not be paid on the above schedule for any Level I work but will instead be "grandpersoned" and will be paid the 1999-2000 wage rates for any Level I work for 2000-2001 and will then receive the 2% increase on those rates in 2001-02 and 2002-03 so that the hourly wage rate for "after 360 days worked" will be \$9.71 in 2000-01, \$9.90 in 2001-02, and \$10.10 in 2002-03. The paraprofessionals "grandpersoned" are: Dawn Allie, Susan Avery, Pam Boerner, Chip Botkin, Sue Bratton, Teena Bruner, Karin Crane, Kathy Donnan, Holly Gomez, Ann Hall, Dianna Hiser, Connie Ott, Andrea Pierce, Ron Robison, Kathy Rowden, and LuAnn Wellman.

B. Level II Classification -	2000-01	Hourly Rates	
		2001-02	2002-03
<u>Instructional*</u>		(2%)	(2%)
Beginning	\$7.50	\$7.65	\$7.80
After 90 days worked	\$9.00	\$9.18	\$9.36
After 180 days worked	\$9.50	\$9.69	\$9.88
After 360 days worked	\$10.00	\$10.20	\$10.40

C. Level III Classification -	2000-01	Hourly Rates	
		2001-02	2002-03
<u>Technical/Instructional*</u>		(2%)	(2%)
Beginning	\$9.00	\$9.18	\$9.36
After 90 days worked	\$10.00	\$10.20	\$10.40
After 180 days worked	\$10.50	\$10.71	\$10.92
After 360 days worked	\$11.25	\$11.48	\$11.71

*Note: Level I: Non-instructional (monitors for hallway, playground, parking lot, cafeteria, in-school suspension).

Level II: Instructional: (Title I/At-Risk, Special Education)

Level III: Technical/Instructional: (computer, media)

II. Clerical/Secretarial Department

Clerical Classification	<u>Hourly Rates</u>		
	2000-01	2001-02	2002-03
		(2%)	(2%)
Beginning	\$7.75	\$7.91	\$8.07
After 90 days worked	\$9.00	\$9.18	\$9.36
After 180 days worked	\$9.50	\$9.69	\$9.88
After 360 days worked	\$10.00	\$10.20	\$10.40

Secretary Classification	<u>Hourly Rates</u>		
	2000-01	2001-02	2002-03
		(2%)	(2%)
Beginning	\$9.25	\$9.44	\$9.63
After 90 days worked	\$10.50	\$10.71	\$10.92
After 180 days worked	\$11.00	\$11.22	\$11.44
After 360 days worked	\$11.41	\$11.64	\$11.87

*Note: Secretaries assigned to calling substitute teachers and aides during their non-work hours shall be compensated at the rate of one hour of pay for each student day at their current hourly pay rate. Such assignments shall be coordinated and authorized by building principals.

III. Cafeteria Personnel Department

Head Cook Classification	<u>Hourly Rates</u>		
	2000-01	2001-02	2002-03
		(2%)	(2%)
Beginning	\$9.40	\$9.59	\$9.78
After 90 days worked	\$9.50	\$9.69	\$9.88
After 180 days worked	\$9.60	\$9.79	\$9.99
After 360 days worked	\$10.00	\$10.20	\$10.40

Cook Classification	<u>Hourly Rates</u>		
	2000-01	2001-02	2002-03
		(2%)	(2%)
Beginning	\$8.25	\$8.42	\$8.59
After 90 days worked	\$8.65	\$8.82	\$9.00
After 180 days worked	\$8.90	\$9.08	\$9.26
After 360 days worked	\$9.35	\$9.54	\$9.73

C. Hourly Rates

Kitchen Helper	2000-01	2001-02	2002-03
<u>Classification</u>		(2%)	(2%)
Beginning	\$6.50	\$6.63	\$6.76
After 90 days worked	\$7.00	\$7.14	\$7.28
After 180 days worked	\$7.60	\$7.75	\$7.91
After 360 days worked	\$8.25	\$8.42	\$8.59

IV.

A.

<u>Custodial Classification</u>	2000-01	<u>Hourly Rates</u>	
		2001-02	2002-03
		(2%)	(2%)
Beginning	\$9.25	\$9.44	\$9.63
After 90 days worked	\$10.00	\$10.20	\$10.40
After 180 days worked	\$11.00	\$11.22	\$11.44
After 360 days worked	\$12.35	\$12.60	\$12.85

B.

Maintenance Classification

V. Transportation Department

Bus Driver Classification

Daily route (a.m. and p.m.) compensation:

2000-2001:	\$52.08 <u>base</u> plus 30¢ per mile over 40 miles per day.
2001-2002:	\$53.12 <u>base</u> plus 31¢ per mile over 40 miles per day.
2002-2003:	\$54.18 <u>base</u> plus 32¢ per mile over 40 miles per day.

*Daily route compensation includes ½ hour for pre- and post-trip inspections of bus for a.m. and p.m. runs.

**Route mileage for compensation and daily hours for MPSERS reporting purposes will be determined and/or validated by supervisor.

Extra Trips: Per hour driving time and non-driving/down time: limited to 16 hours per day, exclusive of meal times: 2000-2001, \$8.87; 2001-2002, \$9.05; and 2002-2003, \$9.23; logged time subject to supervisor approval. Bus driver must stay at destination site with bus. If a second driver is assigned on a bus, the sitting time is \$8.87 for 2000-2001; \$9.05 for 2001-2002, and \$9.23 for 2002-2003 per hour.

Bus drivers taking extra trips, who miss either or both the a.m. or p.m. regular run, will receive their regular run pay plus the extra trip pay.

Meals: Limited to one (1) for each four (4) hours, not to exceed three (3) in twenty-four (24) hours -- reimbursement for actual expense up to \$8.00 per dinner; 6.00 per lunch or breakfast.

Bus Wash:	With supervisor's prior approval:	<u>Inside</u>	<u>Outside</u>
	2000-2001	\$6.50	\$5.50
	2001-2002	\$6.63	\$5.61
	2002-2003	\$6.76	\$5.72

Show-up Pay: Two (2) hours minimum (only if no base pay involved - for example, on a waived snow day), subject to supervisor's approval and subject to having been at the bus garage at the time the route is scheduled to begin and then school is cancelled: 2000-2001, \$7.75/hr.; 2001-2002, \$7.91/hr.; 2002-2003, \$8.07/hr. (Must work two (2) hours). The show-up hourly pay rate is also paid for garage work, training/schooling, testing, and new drivers learning routes.

Discipline Conference - Student:

If more than ½ hour with supervisor approval; 2000-2001, \$7.75/hr.; 2001-2002, \$7.91/hr.; 2002-2003, \$8.07/hr.

If between 15-30 minutes, with supervisor approval: 2000-2001, \$4.20/session; 2001-2002, \$4.28/session; 2002-2003, \$4.37/session.

[It is the Board's intent to provide uniforms for custodians under the current contract language of Article 4M as determined appropriate by the Board.]

**GRIEVANCE REPORT FORM
ESP UNIT**

Grievance # _____

Mio AuSable Schools

Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Union
- 4. Grievant

Submit to Supervisor in Duplicate

Date Received by Supervisor: _____

LEVEL I

A. Date Cause of Grievance Occurred: _____

B. (If additional space is needed, attach an additional sheet).

1. Article/Section Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature of Grievant

Date

C. Disposition of Supervisor: _____

Signature

Date

D. Position of Grievant: _____

Signature

Date

E. Position of Union: _____

Signature

Date

LEVEL II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature Date

C. Position of Grievant: _____

Signature Date

D. Position of Union: _____

Signature Date

LEVEL III

A. Date Received by Board of Education: _____

B. Disposition of Board of Education: _____

Signature of Board Representative Date