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6/30/93

MASTER AGREEMENT

Between

THE ENGADINE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

and

THE BOARD OF EDUCATION

of

ENGADINE CONSOLIDATED SCHOOLS

ENGADINE, MICHIGAN

Engadine Consolidated Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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ENGADINE SUPPORT STAFF AGREEMENT

1. This agreement entered into this first day of July, 1990. by and between the Board of Education of the Engadine Consolidated Schools, hereinafter called the "Board" and Engadine Educational Support Personnel Association, MEA/NEA, hereinafter called the "Association".
2. The Board of Education and the Association, following extended deliberate negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition:

- A. The Board recognizes the Engadine Educational Support Personnel Association, MEA/NEA as the sole and exclusive bargaining agent for all non-certified employees within the unit who are employed by the Board in the following positions:

All non-certified custodians, cooks, bus drivers, bus mechanics, teacher aides, librarians and secretaries. Excluding a secretary working in the superintendent's office, the bookkeeper-administrative assistant, substitute bus drivers, teacher aides, cooks or custodians, or any other temporary employees, vacation help and part-time employees hired as replacement for regular employees on a temporary basis.

ARTICLE II

Association Rights:

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every non-certified employee of the Board shall have the right to freely organize, join or support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board agrees that it will not discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board or his institution of any grievance, complaint or proceedings under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. However, no Association meetings will be held while school is in session.
- C. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.
- D. A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be provided to the employee (the employee so noting receipt, or the supervisor noting employee refusal to acknowledge receipt) or sent by certified mail (return receipt requested) to the employee's last address appearing on the Employer's records.
- E. Upon employee request, records of disciplinary actions/ interim evaluation ratings shall be removed from an employee's file twenty-four (24) months following the date on which the action was taken or the rating issued providing that no new disciplinary action/interim evaluation rating has occurred during such twenty-four (24) month period.

ARTICLE III

Board Rights:

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other laws or regulations. Except as specifically stated by this agreement, all the rights, powers, and authority the Board had prior to this agreement are retained by the Board.
- B. Except as expressly provided otherwise in this agreement the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.
- C. The matters contained in this agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- D. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during employee working hours are vested exclusively in the Board.
- E. It shall also be the sole right of the Board to hire all employees and subject to the provisions of law to determine their qualifications and conditions for their continued employment, suspension, layoff or demotion, and to promote and transfer all such employees.
- F. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- G. The exercise of the foregoing powers, rights , authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE IV

Payroll Deductions:

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- B. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- C. Appropriate forms will be provided to the employee, by the employer, upon the employee's request.

ARTICLE V

Seniority (probationary employees:)

- A. New employees hired in the unit shall be considered probationary employees for the first ninety (90) days worked. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank from the original date of hire. There shall be no seniority among probationary employees. Personal leave benefits do not apply during the probationary period, and sick leave use will be limited to two days. Upon completion of the probationary period all benefits under the agreement shall be retroactive to date of hire.
- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours, hours of employment and other conditions of employment as set forth in this Agreement.
- C. New employees will be provided a copy of the contract and other materials related to their employment during orientation by their immediate supervisor.

ARTICLE VI

Seniority:

- A. Seniority shall not be affected by age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. Seniority shall be within classification, in accordance with the employees last date of hire.
- D. Any employee commencing employment on or after July 1st and who has been employed for at least ninety (90) working days shall have for the purpose of salary adjustment, a full year by the next June 30, following their employment.
- E. Employees who transfer out of the bargaining unit but remain employees of the school district shall retain their seniority in their former classification frozen at the years of service they had when leaving the bargaining unit.
- F. Upon request of the Association a seniority list will be provided by November 30th, listing date of hire, years of service in the district, time in classification. Any employee who questions the accuracy of their date and years has 10 days to notify the Association and District in writing. If no written notice is given, the accuracy of the list shall be deemed correct.

ARTICLE VII

Loss of Seniority:

An employee shall lose her/his seniority for the following reasons only:

- A. She/he quits.
- B. She/he is discharged.
- C. She/he is absent without notifying the Administration. In proper cases exceptions will be made. If the first un-notified absence is for one day or less, employees shall receive a written warning. After a second such absence, the Superintendent will send written notification to the employee at his/her known address that she/he has lost her/his seniority, and her/his employment has been terminated. If the deposition made of any such case is not satisfactory, the matter shall be referred to the Grievance Procedure.
- D. If she/he does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. Late return from sick leave and leaves of absences will be treated the same as C above.

ARTICLE VIII

Lay-off and Reduction in Personnel:

- A. When the Board determines that a reduction in the work force is necessary due to decrease of work or reduction in financial resources, the hours of the employee with the least seniority will be reduced or the position eliminated. The employee shall have the choice of accepting reduced hours or taking layoff.
- B. When layoffs take place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority. By classification, the least senior employee on the seniority list being laid off first.
- C. Employees to be laid off will receive at least fourteen (14) calendar days advanced notice of layoff.
- D. Insurance being paid by the Board will be paid through the end of the month following the month in which the layoff occurred. However, a school year employee laid off at the end of the school year shall have their insurance paid through August of that year.
- E. An employee on layoff status shall retain seniority rights attained at the time of layoff. Laid off employees may continue their health insurance benefits by paying the regular monthly per subscriber groups rate premium for such benefits to the employee, so long as the insurance carrier, by policy, permits individual payment at group rates.

ARTICLE IX

Recall Procedures:

When the working force is increased after a layoff, employees will be recalled according to seniority within their respective classification groups, with the most qualified senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work with twelve (12) calendar days from the date of mailing of notice of recall, he shall be considered a quit, In proper cases exceptions may be made.

ARTICLE X

Transfer of Employees:

If an employee transfers to a position under the employer, not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights for the purpose of any benefits provided in this agreement.

It is expressly understood that after six (6) months, the employee who transferred shall not displace a presently employed bargaining unit member except to exercise seniority rights in case of layoff.

ARTICLE XI

Job Postings and Bidding Procedures:

- A. All vacancies and newly-created positions within the bargaining unit shall be posted for a least seven (7) working days with a copy given to the Association President, prior to filling of the vacancies. Employees interested shall apply in writing within the seven (7) working days posting period. All vacancies or newly-created permanent positions within the bargaining unit shall be filled on the basis of seniority and qualifications. The vacancies will be posted for a period of at least seven (7) working day, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Lateral transfers not involving a raise in pay will be made only with prior approval of the Board. (The senior employee applying for the position who meets the minimum requirements shall be granted up to a four (4) week trial period to determine his/her ability to perform the job.)
- B. The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee.
- C. During the trial period the employee shall have the opportunity to revert back to his/her former position. If the Board determines that the employee is unsatisfactory in the new position, the employee will revert back to his previous position.
- D. During the trial period, employees will receive the pay rate of the job they are performing.
- E. Employees changing from one classification to another will begin the new classification at the entry salary level.
- F. Employees changing classifications will retain but not accrue seniority in their former classification.
- G. Positions outside the bargaining unit will be posted and bargaining unit members making application will be interviewed. If the position is not awarded to the bargaining unit member an explanation will be given to the employee.

ARTICLE XII

Sick Leave:

- A. Employees working less than 200 days per year shall receive (10) days sick leave at the beginning of the school year, accumulative to a maximum of (180) days.
- B. Employees working more than 200 days per year shall receive (12) days sick leave at the beginning of the school year, accumulative to a maximum of (180) days.
- C. Sick leave may be used for personal illness or injury, including all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery. A maximum of three days per year may be used for illness in the immediate family. For emergency illness within the immediate family, additional sick days may be granted at the discretion of the Superintendent. (Immediate family shall be defined as: father, mother, spouse, parents of spouse, brother, sister, child, grand parents or dependents in the immediate household.)
- D. Employees shall be granted up to (3) three days, from sick leave, for a death in the immediate family. (Immediate family shall be defined as in (C) above.) Two additional days (personal and or sick days) may be granted by the Superintendent upon request.
- E. Upon retirement 1/2 of accumulated sick leave will be paid at current rate of pay to a maximum of \$1200.00. An employee must have a minimum of ten years service in the Engadine Consolidated Schools to be eligible.
- F. In the event of the employees death, all benefits due the employee shall be paid to his/her designated beneficiary.

ARTICLE XIII

Personal Business Days

- A. Employees shall be granted a maximum of (3) three days in addition to sick leave for the conduct of personal business.
- B. The employee shall give three (3) school days notice, except in the case emergency. No more than three (3) employees within the bargaining unit may take business days on the same date unless approved by the Administration. Business days shall be issued on a first come, first serve basis. In the event that three (3) employees have made application for business days on one date and an additional employee or employees request a day because of an emergency, the additional employee, or employees shall be granted said day, with the approval of the Superintendent or the Superintendent's designated agent.
- C. Unused personal business days will be credited towards the employee's accumulated sick leave.
- D. Requests immediately preceeding and following vacation periods will not be granted without prior administrative approval.

ARTICLE XIV

Unpaid Leaves of Absence:

- A. Upon written application, unpaid leaves of absence will be, in writing, without loss of seniority, under reasons and conditions listed below.
1. A leave of absence shall be granted to an employee who is physically or mentally unable to perform the duties of employment due to a personal illness or disability and who have exhausted all accumulated sick leave for the duration of the illness or disability, but NOT to exceed one year.
 2. A child care leave of absence shall be granted to an employee for the purpose of caring for a newborn or newly adopted child or a child which is physically or mentally impaired. Such leaves shall not exceed one (1) year and leaves to care for a newborn or newly adopted child will begin with the birth date or adoption date of the child.
 3. A leave of absence shall be granted to care for a member of the immediate family suffering from a prolonged illness that requires constant care. (Immediate family shall be defined the same as in Article XII, Section C). Such leaves shall not exceed one year.
 4. Educational leaves shall be granted for the purpose of advancing ones education. The leave shall not exceed one year.
 5. Others as may be deemed appropriate by the board.
 6. The Board may extend any unpaid leaves in this article.
- B. The Superintendent shall be authorized to grant unpaid leaves of absence up to two weeks. Any request for long leaves will require approval by the Board of Education.
- C. Employees shall accrue seniority while on any leave less than sixty (60) working days, however, if a leave is in excess of sixty (60) working days, seniority shall be frozen at the time of the leave as granted by the provisions of this agreement.

Employees on leave shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

ARTICLE XV

Holiday and Inclement Weather:

- A. During the regular school year, all employees working less than 200 days shall be paid for all days school is scheduled to be in session, and shall not be required to work during scheduled school vacations.

The Board shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation.

- B. Employees working 200 or more days shall have the following holidays off without loss of pay. (Labor Day, Thanksgiving, Christmas, New Year's, Good Friday, Memorial Day, and 4th of July). Employees working 190 to 200 days shall have the following holidays off without loss of pay. (thanksgiving, Christmas, New Years). In the event a holiday falls on a week-end, either the perceeding Friday of following Monday will be considered a holiday. The superintendent shall determine whether the holiday will be observed on Friday or Monday.

ARTICLE XVI

Vacations:

A. Only 12 month employees will receive paid vacations.

- 1 week after one year service
- 2 weeks after two years service
- 3 weeks after 10 years service
- 4 weeks after 15 years service

B. Vacations shall be scheduled with the approval of the Superintendent or his designee.

C. Any 12 month employee commencing employment on or after July 1 and who has been employed for at least ninety (90) working days shall have for the purpose of vacation a full year by the next June 30th, following their employment.

ARTICLE XVII

Grievance Procedure:

- A. A claim by a employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement, may be processed as a grievance as set forth in Appendix G.
- B. In the event that a employee believes there is a basis for a grievance, he shall first discuss the alleged grievance with his immediate supervisor, either personally or accompanied by his Association representative.
- C. If as a result of the informal discussion with the immediate supervisor, a grievance still exists, he may invoke the normal grievance procedure on the form set forth in annexed Appendix G, signed by the grievant and a representative in each building. A copy of the grievance from shall be delivered to the immediate supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- D. Within five (5) school days of receipt of the grievance the principal shall meet with the Association in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance in writing within five school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five school days of such meeting (or ten school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent.

Within ten school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five school days of such meeting, and shall furnish a copy thereof to the Association.

- F. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five school days of such meeting (or ten school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in

executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than ten days thereafter. A copy of such disposition shall be furnished to the Association.

- G. If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievant may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to reply on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The decision of the arbitrator is not binding upon either party.
- H. The fees and expenses of the arbitrator shall be paid by the party making the appeal.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. If an individual employee has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no written grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

ARTICLE XVIII

No Strike Clause

The Union recognizes that strikes (as defined by Section 1 or Public Act 336 and 1947 as amended, of Michigan) by Public School employees are contrary to law and public policy. The Board and Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Union agrees that during the term of this agreement, it shall not direct, instigate, participate, encourage or support any strike against the Board, and participation in any strike or interruption of the school program brought about either by the action of the Union or of individuals or groups without Union authority shall be cause for discipline of the participants by the employer.

ARTICLE XIX

Agency Shop:

- A. Membership in the Association is not compulsory. Employees have the right to join, maintain or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards to such matters.
- B. Except as provided elsewhere herein, all new employees in the bargaining unit shall, on or before the sixtieth (60) day following: the beginning of the school year, beginning of employment, or the execution of the collective bargaining agreement, whichever is later, either:
- 1) become a member of the Association, or,
 - 2) pay to the Association an amount of money which the Association certifies in writing at a cost equal to the negotiation and administration of this agreement. Such cost shall be verified and submitted to the Board on or before September 15th of each year and notice of this shall be presented in writing by the Association to all employees.
- C. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the National Labor Relations Board Federal Courts and to the extent that it does not conflict with any Federal or State Laws.
- D. Exceptions to Section (3) above shall be:
- 1) Certified employees excluded by Article I shall not be required to join the Association or pay a service charge thereto.
 - 2) Employees hired during the school year shall be required to tender (through direct payment or deduction authorization) a pro-rated amount of the membership dues or service charge. Such pro raturum shall be based on a maximum of nine (9) months (school year) and the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
- E. In the event an employee does not tender his/her payment of dues or service charge directly to the Union, he/she may execute a written authorization which must be voluntary and is revocable from year to year, between June 1 and September 1. The deductions permitted under the authorization shall be:

- 1) Association Members - The regular and equal amount of Association Dues and Fees, including the MEA and NEA assessments and contributions.
 - 2) Non-Members - The certified amount of the cost equal to the negotiations and administration of this agreement.
- F. The procedure for deduction shall be:
- 1) Deductions shall be made in equal installments and deducted once per month beginning with the first pay period in October and ending with the first pay period in May.
 - 2) By the fifteenth of each succeeding month, the Board shall transmit the monies to the Association Executive Secretary.
- G. The following requirements are understood and agreed to by the parties:
- 1) At the beginning of each school year, the Association shall send a list of certified employees who have signed authorizations, revoked authorizations, paid directly to the Association the amount of money outstanding from a certified employee, and any other pertinent information necessary to administer this Article. This information will be updated as need arises, i.e., new employees.
 - 2) Accompanying the transmittal of monies deducted, the employer shall send a list of employees, to the Association President, who have had monies deducted from their pay, the amount to be deducted from future paychecks, receipts of signed authorizations, and/or revocations, and any other pertinent information necessary to administer this Article.
- H. The service charge paid by non-members cannot be used for any purpose other than the local Association needs such as negotiations, local workshops, scholarship funds, and administration of this agreement. If the Association fails to live up to this Section, this Article shall be null and void during the life of this Agreement.
- I. If any court of competent jurisdiction or administrative agency holds that "Agency Shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State Law, or that it is in conflict with any Federal or State Law, or if the State Legislature enacts a law forbidding the "Agency Shop" clause or any part thereof (which this Article does not conform to or with), this Article shall be null and void.

J. As a condition of the effectiveness of this Article, the Association agrees:

To indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

ARTICLE XX

MISCELLANEOUS:

A. Communication Meetings:

The parties agree that open communications is mutually beneficial, therefore a minimum of (2) two meetings per year may take place to allow the parties to exchange ideas and concerns in a professional and cooperative spirit. It shall be the responsibility of the Association President to schedule these meetings with the Superintendent. When possible these meetings will be scheduled in October and March.

B. Calendar:

The calendar, as negotiated with the Engadine Education Association, shall be incorporated into this Agreement. It is expressly understood that the Association shall be consulted before any changes in the calendar are implemented.

ARTICLE XXI

Duration of Agreement;

The terms and conditions of this Agreement shall be effective upon July 1, 1990 and continues in full force and effect until June 30, 1993.

- A. Sixty (60) days prior to the above termination date, the Board agrees to open negotiations on renewal or amendment of this agreement.
- B. Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this Agreement.

In witness whereof, the parties have executed this agreement by their duly authorized representative, the day and year first written above.

By _____
President of the Board

By _____
President of the Engadine
Support Staff Association
MEA/NEA

and _____
Secretary of the Board

and _____
Secretary of the Engadine
Support Staff Association
MEA/NEA

SUPPORT STAFF SALARY SCHEDULE

		90-91	91-92	92-93
HEAD COOK	1	8.09	8.57	9.08
	2	8.38	8.88	9.41
ASSIST. COOK	1	6.71	7.11	7.54
	2	6.94	7.36	7.8
	3	7.18	7.61	8.07
	4	7.44	7.89	8.36
HEAD CUSTODIAN	1	8.88	9.41	9.98
	2	9.2	9.75	10.34
CUSTODIAN	1	6.96	7.38	7.82
	2	7.21	7.64	8.1
	3	7.46	7.91	8.39
	4	7.72	8.18	8.67
SECRETARIES & LIBRARIAN	1		7.29	7.73
	2		7.54	7.99
	3	7.35	7.8	8.27
	4	7.6	8.06	8.54
TEACHER AIDES	1	6.42	6.8	7.21
	2	6.64	7.04	7.46
	3	6.88	7.29	7.73
	4	7.1	7.52	7.97
BUS DRIVERS	1	10	10.6	11.24
	2	10.35	10.97	11.63
	3	10.71	11.35	12.03
	4	11.08	11.74	12.44
BUS MECHANIC	1	8.18	8.67	9.19
	2	8.47	8.98	9.52
	3	8.75	9.27	9.83
	4	9.07	9.61	10.19

LONGEVITY

AFTER 10 YEARS 50
 AFTER 15 YEARS 100
 AFTER 20 YEARS 200

NO overtime may be worked without authorization from the Superintendent.

1. Bus drivers shall be paid at the regular rate as per the driving time allotted for their regular runs, plus .5 hours warm-up time per day.
2. All extra trips and other hours beyond the regular run time will be paid at the rate of \$5.31/hr. Driver's giving up a regular bus run will be paid their regular driving rate for a length of time equivalent to their regular bus run time given up.
3. Drivers keeping buses at home and operating engine block heaters in cold weather will be reimbursed at the rate of \$.50 per day. Drivers will be required to log the number of days the heater is used.
4. The vocational bus driver to the Manistique Vocational Center will be paid two hours driving time at his current driving rate and two hours lay over time at the rate of \$5.31 per hour. No meal allotment will be paid. The driver will be paid for only those days that students are scheduled to attend the Vocational Center.

APPENDIX B

Benefits:

- A. Upon application by the employee, the Board agrees to pay the following toward Health Insurance for the employee and the employees family beginning October 1st.
- a) 100% of the annual premium of MESSA BC/BS Supermed I with MESSA Care Rider for each employee working the equivalent of 6 hours per day for 180 days.
 - b) employees working less than 6 hours per day for 180 days will have the premium pro-rated accordingly.
 - c) beginning October 1, 1989 Bus Drivers shall have 100% of the annual premium for MESSA Limited paid by the Board.
- B. Upon application the employer agrees to pay the following toward any insurance options or tax sheltered annuity of the employees choice, to employees not electing health insurance coverage.
- a) \$1,000.00 for each employee working the equivalent of 6 hours per day for 180 days.
 - b) non-bus driver employees working less than 6 hours per day for 180 days will have the amount pro-rated accordingly.
 - c) \$400.00 per year for each bus driver having a single run per day.
 - d) \$800.00 per year for each bus driver having a double run per day of less than 6 hours.
- Should any law or I.R.S. ruling place other contracted benefits in jeopardy, the annuity program will immediately cease.
- C. Employees who have Board provided insurance are responsible to contact the insuring carrier within 30 days of termination for conversion provisions available after termination.
- D. If a regular driver extends his/her regular run time, for (1) week or more, which places him/her in the next higher category for insurance benefits, he/she shall be paid the extra rate at 1/180 per day driven.

- E. Upon application by the employee, the Board shall provide without cost to the bargaining unit member Set/Seg Dental Insurance (50% Basic Dentistry - 50% Major Dentistry - 50% Orthodontic Benefits to the plan, maximum of \$1,000.00) with the SET Incentive feature and also including internal and external coordinating of Benefits for a period of three years, beginning July 1, 1989.
- F. Upon application by the employee, the Board shall provide up to \$6.00 per month, towards the cost of Vision Insurance for a period of one year beginning July 1, 1989. Beginning July 1, 1990, the Board shall provide VSP II for the duration of this contract.