

6/30/88

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

COLLECTIVE BARGAINING AGREEMENT

between the

BUCHANAN BOARD OF EDUCATION

and the

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 586, AFL-CIO

1986-1988

Buchanan Community Schools

TABLE OF CONTENTS

	AGREEMENT	1
ARTICLE I	RECOGNITION	2
ARTICLE II	DUES DEDUCTION AND REPRESENTATION FEE	3
ARTICLE III	WORK SCHEDULE AND CONDITIONS	4
ARTICLE IV	WAGE PROVISIONS	9
ARTICLE V	VACATIONS	10
ARTICLE VI	SENIORITY	12
ARTICLE VII	DISCIPLINARY ACTION AND DISCHARGE	15
ARTICLE VIII	GRIEVANCE PROCEDURE	16
ARTICLE IX	LEAVE OF ABSENCE.	19
ARTICLE X	RETIREMENT.	21
ARTICLE XI	MISCELLANEOUS	22
ARTICLE XII	BULLETIN BOARDS	25
ARTICLE XIII	MILEAGE	26
ARTICLE XIV	WORK SUPERVISION AND DIRECTION.	27
ARTICLE XV	INSURANCE	28
ARTICLE XVI	NON-BARGAINING UNIT EMPLOYEES	29
ARTICLE XVII	DURATION AND AMENDMENT.	30
SUPPLEMENT A	WAGE SCALE.	31

AGREEMENT made and entered into as of _____, 1986, by and between the Buchanan Community Schools Board of Education, Berrien County, Michigan, hereinafter called the "Employer", and the Service Employees International Union, Local 586, AFL-CIO, hereinafter designated as the "Union".

WHEREAS, it is the sincere desire of both of the parties to this Agreement that every possible means be continued and improved toward maintaining cordial and satisfactory relations between the Employer and the Union and toward the advancement of the mutual interest of both parties; and

WHEREAS, it is recognized that the educational needs of the school community can best be served through the cooperative efforts of both parties; and

WHEREAS, efficiency and economy of plant operation, high standards of building maintenance, protection of school property and safety of all employees and school patrons are of primary interest to both parties:

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

ARTICLE I
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for all classifications of employees listed under Schedule A for purposes of collective bargaining in respect to rates of pay, hours of employment, or other conditions of employment, and agrees to the extent it may lawfully do so, not bargain with any other group or agency during the life of this Agreement.

Section 2. A teacher aide is an employee assigned to a specific teacher working toward the accomplishment of the educational objectives determined by the teacher as supervised by the building principal.

Section 3. All references to persons of the male gender also refers to persons of the female gender.

ARTICLE II

DUES DEDUCTION AND REPRESENTATION FEE

Section 1. It is agreed that all employees who come within the provisions of this Agreement shall either: sign a card or form as provided by the Union authorizing the deduction from the employees' wages all union dues as established by the Union; or, it shall be a condition of employment that all employees after completion of their probationary period shall pay the equivalent of union dues as a service charge for his representation by the Union. The Employer agrees to comply with such written authority and to transmit such sum to the Union. In the event any employee fails to pay dues or a service charge within thirty (30) days after written notice by the Union to such employee and the Employer such employee's services shall be terminated; subject, however to limitation imposed by applicable laws.

Section 2. The Union agrees to save the Employer and each individual board member, harmless from any and all costs, including witness and fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, to which the Employer may be liable to virtue of the provisions of this Article.

ARTICLE III

WORK SCHEDULE AND CONDITIONS

Section 1.

- A. The normal work day for full time employees in the custodial, maintenance and mechanic classifications shall consist of eight (8) hours and the normal work week for these employees shall consist of forty (40) hours, as follows:
- (1) Five (5) consecutive days Monday through Friday both days inclusive.
 - (2) There may be two (2) specified custodial positions whose normal work week are not regulated by subsection (1) above. Such positions shall be filled according to the seniority and, Job Bidding provisions provided in this Agreement.
 - (3) Time and one half shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week. All deviations from assigned work schedule must have prior approval of the Director of Buildings and Operations.
 - (4) Double time shall be paid for all hours worked on Sunday. All Sunday work shall have prior approval of the Director of Buildings and Operations.
 - (5) Building Custodians and Maintenance Men, after attempting to contact the Principal, Supervisor, or Business Manager may work on an emergency basis and get approval as soon as possible after the emergency.
- B. The work year for teacher aides shall parallel that of the teachers'.

The daily time schedule for full time aides shall be determined by the principal of the building to which the aide is assigned. Such schedule shall be not less than six (6) hours per day, unless half days are scheduled. The teacher, with the principal's approval, or the principal may change such schedule with three (3) days notice. In the

event an aide is needed to work beyond her scheduled hours, she shall be required to do so provided such sudden change does not create an undue burden on the aide.

Section 2. OVERTIME

- A. Overtime work in a given classification shall normally be done by employees in that classification. When there is an insufficient number of employees in a classification to perform the work to be done, said work shall be divided equally among those employees qualified to do the job as described below. However, aides may only work overtime for jobs in their classification and overtime in the aides classification shall only be done by aides.
- B. Overtime shall be scheduled as follows:
- (1) Employees in the building in which the overtime is to be worked shall be given the first opportunity to work such overtime provided they are qualified to perform the work.
 - (2) When an insufficient number of employees volunteer as provided in subsection (1), overtime volunteers who are qualified shall be offered overtime in accordance with the overtime roster. Such roster shall be in order of seniority and over-time worked shall be charged in black, and overtime offered but not worked shall be charged in red.
 - (3) In the event the number of employees volunteering for overtime as provided above is insufficient to the Employer, the Employer may assign qualified employees, based on the equalization roster, to work such overtime provided such work is of emergency nature (interruption of school function or facilities) and cannot be postponed.

ARTICLE III - WORK SCHEDULE AND CONDITIONS (Continued)

Section 3. HOLIDAYS

A. For each employee in the custodial, maintenance and mechanic classification, the following days shall be observed as paid holidays regardless of the day in the week in which the holiday falls, provided said employee has worked the scheduled workday before and the scheduled workday after the holiday: New Year's Day, Good Friday afternoon, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the following day, Christmas and the day before or after Christmas, and the day before or after New Year's and such employee's birthday. An additional holiday may be taken on a date to be individually arranged with the Director of Buildings and Operations at least two weeks prior to its observance. In addition, for each consecutive six (6) month period prior to December 31st and June 30th worked by the employee without lost time (including illness, personal business and unspecified), such employee shall earn one-half ($\frac{1}{2}$) day of holiday, which shall be taken in the next twelve (12) calendar months with two weeks notice to the Director of Buildings and Operations.

B. For each employee in the teacher aide classification, the following days will be considered holidays and said employee shall receive their regular pay for each such whole day, no matter what day of the week they occur on, providing the work days scheduled before and after are worked.

- | | |
|----------------------------|--------------------|
| (1) Thanksgiving | (4) New Year's Day |
| (2) Day after Thanksgiving | (5) Memorial Day |
| (3) Christmas | (6) Labor Day |

ARTICLE III - WORK SCHEDULE AND CONDITIONS (Continued)

- C. If a holiday falls on a Saturday, Friday is to be taken as a holiday. If a holiday falls on a Sunday, Monday is to be taken as a holiday. However, if Friday or Monday is designated as a day of school attendance, the Employer can designate the day to be taken as a holiday.

- D. Employees shall be paid double time for all holiday (as set forth above) hours worked and, in addition thereto, shall receive the holiday pay.

Section 4. Each employee in the custodial, maintenance, mechanic, and teacher aide classifications will be allowed up to two (2) paid business days for personal business that cannot be conducted during non-working hours. Such leave shall not be taken the day immediately preceding or the day immediately following vacation and holiday periods, and shall not be accumulative. Such leave shall only be granted with the approval of his immediate supervisor or in his absence, the Business Manager.

Section 5. SHIFT DEFINITIONS. For employees in the custodial, maintenance and mechanic classifications, any shift that has more than four (4) hours work between 3 P.M. and 11 P.M. shall be designated second shift. Any shift that has more than four (4) hours work between 11 P.M. and 7 A.M. shall be designated third shift. Neither of these definitions apply to overtime worked as an extension of a shift. In these cases, the shift containing the majority of the time worked determines the basic rate of pay.

ARTICLE III - WORK SCHEDULE AND CONDITIONS (Continued)

Section 6. The Employer will not use Job Corps, CETA or other categories of outside funded employees to displace regular employees. The Union agrees that the Employer may use non-bargaining unit employee to do bargaining unit work during the summer. During the summer months, the Employer will offer teacher aides who have worked the entire preceding school year the opportunity to fill temporary positions, provided they are qualified, prior to the filling of said positions with other solely district funded personnel.

- A. Such aides shall be compensated only for hours actually worked at entry level custodian rate of pay.
- B. It is expressly understood that aides in temporary positions shall receive no other benefit of this agreement for such work.

The use of these people will not cause the loss of regular work hours by regular bargaining unit employees.

Section 7. Meetings between Employer and Union may occur during work hours when scheduled at such a time by agreement. The grievance procedure, as described in Article VIII, may require time during normal work hours, too. In such cases the immediate supervisor will be informed and lost time kept to a minimum. At steps one and two the grievant and/or a steward shall be involved. At any other steps the local officers, unit officers and witnesses may be involved.

Section 8. Teacher aides who report to work on emergency days when teachers are required to report to school, including but not limited to snow days, shall receive their regular pay. Aides who call in and are unable to report to work due to conditions beyond their control on such days of emergency, shall be granted two (2) hours pay.

ARTICLE IV

WAGE PROVISIONS

Section 1. The Wage Schedule shall be a part of Supplement A to this Agreement.

Section 2. Workers shall receive their wages every other Friday unless such day is a holiday. In such event, checks will either be mailed to the employees or will be available the day before the holiday.

ARTICLE V

VACATIONS

Section 1. The provisions of this Article shall only apply to persons in the custodial, maintenance, and mechanic classifications.

Section 2. Employees with one year of service shall be entitled to ten (10) days vacation after anniversary of continuous employment, and will receive ten (10) days paid vacation upon completion of each subsequent year for the following four (4) years. Each active employee completing six (6) years of continuous service shall receive fifteen (15) days paid vacation and for each subsequent year of employment through their fourteenth (14). Each active employee completing fifteen (15) years of continuous service shall receive twenty (20) days paid vacation, and for each subsequent year of employment through their eighteenth (18) year. Starting with nineteen (19) years of employment each employee will receive twenty-five (25) days paid vacation and upon each subsequent year. An employee having two (2) or more years seniority may borrow up to ten (10) days vacation time from the subsequent year's allowance, providing that said vacation is used at least within the sixteen (16) weeks prior to the start of the following fiscal year and providing that it has been at least six (6) months since the employee's last vacation.

Section 3. All accrued vacations shall be paid to the employee by the Employer upon termination of employment.

Section 4. Except as provided in Section 2 above, all employee vacations must be used in the period which they are earned and shall be scheduled with his immediate supervisor or in his absence, the Business Manager. Unused vacation days shall not accumulate. All employee vacations shall be scheduled during the summer school vacation. Vacations taken other than during the summer school vacation period shall be scheduled by July 1, and be approved by his immediate supervisor or in his absence the Business Manager. The immediate supervisor may limit the number of employees on vacation at one time to no more than six (6) provided there remains adequate personnel to maintain the facility. In the event that more than six (6) employees apply for said vacation time, the determination shall be based on seniority.

ARTICLE V - VACATIONS (Continued)

Section 5. All employees shall be required to take vacation time off in order to receive pay except that pay in lieu of vacation will be considered for personal or employer reasons. When the Employer requests an employee to work during his scheduled vacation, the employee will be paid in lieu of vacation equal to the time worked in addition to the time worked at his then regular hourly rate of pay.

Section 6. Aides that are scheduled to work twelve (12) months a year shall receive the same benefits as custodial employees.

ARTICLE VI

SENIORITY

Section 1.

- A. Seniority shall accrue from the most recent date of hire upon successful completion of the employee's probationary period,
- B. (1) A new employee in the custodial, maintenance and mechanic classifications shall be on probationary status for the first forty (40) days worked, or until he has worked at least thirty (30) days during the school term, whichever shall be longer.
(2) A new employee in the teacher aide classification shall be on probationary status for one (1) semester, or if hired during the school semester, the probationary period shall be ninety (90) days of work.
- C. Probationary employees shall have no recourse to the terms of this agreement.
- D. Each employee shall accumulate seniority rights in two categories, classification and unit wide. Classification seniority shall be used for bidding and layoff before unit wide seniority is used.

Section 2. In the event the Employer determines that layoffs are necessary, senior employees will be laid off according to their seniority in the classification(s) being reduced and they will be recalled to their classification in reverse order as openings become available, The employee with the least seniority in the classification shall be the first laid off and the last to be recalled, but in no event shall a senior employee be laid off if there is a probationary employee working in the same classification. A laid-off employee may bump into a lower paid job provided he is qualified to perform the work. However, no employee may bump into or out of the aide classification.

Section 3. Employees shall not be required to accept temporary or part-time work in order to retain their seniority.

ARTICLE VI - SENIORITY (Continued)

Section 4. Seniority rights shall be lost for the following reasons:

- (1) The employee quits.
- (2) The employee does not report for work on a call-back within two (2) working days after being notified by registered mail, exceptions being extenuating circumstances which are to be detailed by the employee to the Business Manager.
- (3) The employee is discharged for just cause.
- (4) The employee is laid off for a length of time equal to his seniority (to a maximum of one and one-half (1½) years).

Section 5. When an employee is transferred, assigned or successfully bids on higher paying job that he has never held for at least twenty (20) consecutive work days, he shall be paid at the average of the two rates until completion of a forty (40) work day training period. If the employee transfers, is assigned or bids on a job that he had previously held for at least twenty (20) consecutive work days the employee shall serve a twenty (20) day training period at the average of the two rates. During the training period the employer or employee may request his return to the former position without loss of pay, seniority or benefits.

Section 6. The President and Vice-President of the Union are granted top seniority in their job classification, providing they have a minimum of three (3) years continuous employment seniority.

Section 7. No employee shall be required to do work outside the classifications covered by this contract.

Section 8.

- A. Part time senior employees in the custodial, maintenance and mechanic classifications shall accumulate seniority from their last date of hire based upon the number of hours worked. Eight (8) hours worked equals one (1) day's seniority.

ARTICLE VI - SENIORITY (Continued)

- B. Part time senior employees in the teacher aide classification shall accumulate seniority from their last date of hire based upon the number of hours worked. Six (6) hours worked equals one (1) day's seniority.

ARTICLE VII

DISCIPLINARY ACTION AND DISCHARGE

Employees with seniority shall be discharged or given disciplinary suspension only for just cause. Any such employee shall have the right to challenge the propriety of disciplinary action or discharge, through the grievance procedure. Such grievance to be inserted into grievance procedure at step two.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. For purposes of grievances processed to Steps 1 and 2, the term "supervisor" applies as follows:

<u>Classification</u>	<u>Supervisor</u>
Custodial	Director of Buildings and Operations
Maintenance	Director of Buildings and Operations
Mechanic	Director of Transportation
Teacher Aide	Building Principals

Section 2. Written grievances as required herein shall contain the following:

1. It shall contain a synopsis of the facts giving rise to the alleged violation;
2. It shall contain the date of the alleged violation ; and
3. It shall specify the relief requested.
4. It shall specify the article section and subsection of the contract which the grievant claims has been violated.

Section 3. Should differences arise between the Employer and the Union, or its members employed by the Employer, as to the meaning and application of this Agreement, an earnest effort shall be made to settle the same by the following procedure:

Step 1: Any employee having a complaint or grievance shall no later than five (5) work days after the occurrence complained of go directly to his immediate superior for discussion of the problem. The Supervisor must make a serious effort to answer the problem without delay, and in no event shall the time of the Supervisor's consideration exceed five (5) work days.

Step 2: Any employee whose regular complaint or grievance cannot be satisfied at the supervisory oral level shall reduce the problem to writing within five (5) work days on a properly designated form, which shall be handed to the Union committee and taken to the supervisor. The supervisor or designee may confer with the committeemen, and shall be allowed an additional five (5) work days to give a written answer.

ARTICLE VIII - GRIEVANCE PROCEDURE (Continued)

Step 3: If the problem is still not resolved, within five (5) work days, the grievant's and the supervisor's answer shall be taken up with the Superintendent or his designee. He shall confer jointly at his earliest opportunity, not to exceed five (5) working days, with members of the Union committee, the Union representative, and the supervisor. The Superintendent must then provide his answer within five (5) work days of said conference.

Step 4: In the event the matter is not satisfactorily settled under the preceding steps, an impartial arbitrator shall be mutually agreed to within five (5) working days with the designated official of the Employer. In the event that mutual agreement on an arbitrator cannot be reached within the above period, the Union will ask the American Arbitration Association to submit a list of five (5) qualified arbitrators. The Employer and the Union shall alternately drop the names of the arbitrators until one is left. The person remaining on the list shall be the Arbitrator.

Section 4. The decision of the Arbitrator shall be final and binding on both parties.

Section 5. The Arbitrator shall have no power to add to, subtract from or modify this Agreement or to interpret law. The Arbitrator shall only interpret the expressed provisions of the contract.

Section 6. If the Union so requests, the Employer representative acting in any stage beyond the First Step will provide the aggrieved with a written statement of the grievance dispositions.

ARTICLE VIII - GRIEVANCE PROCEDURE (continued)

Section 7. It is mutually understood and agreed that, when an employee believes that a cause for complaint exists and such employee so desires, the employee shall have a right to meet and consult a steward. In such event, the employee shall request of the involved Supervisor that the Steward be summoned. The Supervisor shall comply with this request as promptly as possible and arrange that the employee and the Steward have an opportunity to confer.

Section 8. The cost of the arbitration shall be shared equally by the Employer and the Union. The Arbitrator shall not have any authority to change or modify any provision of this Agreement.

Section 9.

- A. The Union hereby agrees that neither it nor any employee in the bargaining unit shall partake in a suspension of work or slowdown or in any way interfere with the operations of the Employer.
- B. The Employer hereby agrees that it will not engage in a lockout of the employees in the bargaining unit due to an issue processed under this procedure.

ARTICLE IX

LEAVE OF ABSENCE

Section 1.

- A. Any employee with at least one (1) year seniority in the custodial, maintenance and mechanic classifications shall be granted a leave of absence without pay for a period of up to one hundred eighty (180) days or more where adequate reason can be shown.

- B. An employee in the teacher aide classification may be granted a leave of absence without pay for a period of up to sixty (60) days.

- C. Application for the above leaves shall be made in writing to the Business Manager at least ten (10) work days prior to the proposed start of the leave. Any extension of said leave must be approved by the Board of Education.

Section 2. SICK LEAVE

- A. Employees in the custodial, maintenance and mechanic classifications absent due to personal illness or injury shall receive twelve (12) paid sick leave days per year. Unused sick leave of said employees may accumulate up to one hundred (100) days. Employees in the teacher aide classification shall receive a maximum of ten (10) paid sick leave days per year, accumulating at the rate of one (1) per month worked. Unused sick leave of teacher aides may accumulate up to thirty (30) days.

- B. If the accumulated sick leave is exceeded, full deduction of salary will be made for the period of absence.

ARTICLE IX - LEAVE OF ABSENCE (Continued)

- C. By the end of the first pay period in September, each employee shall receive a report of the number of sick days accumulated.

Section 3. BEREAVEMENT LEAVE: Each employee will be allowed up to three (3) days off with pay providing he attends the funeral, in the event of a death of husband, wife, parent, brother, sister, child, parent-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, or any person in loco parentis. Up to two (2) days of personal business leave as provided in Article III, Section 4 may be granted for attendance of the funeral of an employee's brother-in-law or sister-in-law. If personal business leave is exhausted, then such leave may be deducted from sick leave. If the employee has to travel over five hundred (500) miles to attend a funeral for an individual as noted herein, two (2) additional unpaid days shall be granted. The employee must acquire leave approval from his immediate supervisor or in his absence, the Business Manager, prior to taking such leave.

Section 4. In the event of conscription or enlistment in the Armed Forces of the United States, employees shall be granted a leave of absence. They will accumulate seniority and will be returned to work in line with seniority providing they report within ninety (90) days after discharge from the service.

ARTICLE X

RETIREMENT

Section 1. The Board will contribute its legally required amount to the Michigan School Employee's Retirement Fund.

Section 2. Upon retirement (as defined by the Michigan Public Employee's Retirement Board) from the Buchanan Community School District, any custodian who has been a full time employee of the Buchanan School District for ten (10) or more consecutive years and has accumulated sick leave days in excess of sixty (60) days shall receive payment for those days at 75% of the daily pay at the time of said employee's retirement.

ARTICLE XI

MISCELLANEOUS

Section 1. CALL-IN-PAY: Employees in the custodial, maintenance, mechanic, and teacher aide classifications called by their immediate supervisor or Business Manager to work for any reason whatsoever shall receive a minimum of two (2) hours pay.

Section 2.

- A. Employees in the custodial, maintenance and mechanic classifications shall receive one fifteen (15) minute rest period with pay for each four (4) hours worked.
- B. Teacher Aides shall receive one ten (10) minute rest period with pay for each three (3) hours worked in twenty-four (24).

Section 3. The Employer shall provide the Union a revised and up-to-date seniority list of employees within the bargaining unit on July 1 each year.

Section 4. SAFETY: The Employer shall make reasonable provisions for the health and safety of his employees during the hours of their employment. The Employer will cooperate with the Union in investigating health and safety conditions and will carefully consider any recommendations made by the Union thereto. The Union will cooperate in assisting and maintaining the Employer's rules regarding health and safety.

Section 5. JOB POSTING: When the need arises to hire a new regular employee to fill a job vacancy within any job classification, the Employer shall notify the Union of such vacancy in writing, and shall post notices of such vacancy on all

ARTICLE XI - MISCELLANEOUS (Continued)

bulletin boards for a period of two (2) working days. Employees desiring to be considered for such vacancy shall notify their immediate supervisor in writing during the two (2) working day period. The selection of an employee to fill such vacancy shall be made on the basis of seniority and the skill required to do the job. All permanent vacancies above Custodian II shall be posted. Permanent vacancies arising in the Custodian II classification shall require only one posting.

Section 6. MEDICAL EXAMINATION: For the protection of the children, the employee, and the Employer, a physical examination may be required for employment. Cost of the examination will be paid by the Employer. The examining physician will be selected or designated by the Employer.

Section 7. EMERGENCIES: An employee shall be free to leave work without pay in case of an emergency with approval of his immediate supervisor or in his absence the Principal or Business Manager.

Section 8. JURY DUTY: Employees called for jury duty shall be excused from work and have no time counted against their sick leave. The employee shall receive the difference between jury duty stipend and his regular salary.

Section 9. In no event shall any seniority employee who customarily performs certain work be laid off as a direct result of work being performed by an outside contractor on the Employer's premises.

ARTICLE XI - MISCELLANEOUS (Continued)

Section 10. Correction of work deficiencies will not be carried out in front of students of teachers, but building Principals have the right to direct efforts of custodians in their buildings for higher efficiency, safety, health and work priorities.

Section 11. Upon termination of employment with the employer, the employer may deduct any debt owed by the employee to the employer, including but not limited to: borrowed, unearned vacation time, uniforms, and auto shop work.

ARTICLE XII

BULLETIN BOARDS

Section 1. The Employer agrees to provide sufficient bulletin boards in the buildings as are needed to carry Union announcements, notices of meeting, results of Union Election and notices pertaining to nominations and elections. These bulletin boards will be used exclusively by the Union for the above purposes.

ARTICLE XIII

MILEAGE

Section 1. When an employee is requested by his supervisor to use his own vehicle for the Employer's business, he will be reimbursed in accordance with Board policy.

ARTICLE XIV

WORK SUPERVISION AND DIRECTION

Section 1. The Employer shall have full and complete supervision and direction of any and all work to be performed by its employees and nothing herein contained is intended to or shall be a limitation upon the powers, rights, authority, duties and responsibilities conferred upon and vested in the Buchanan, Michigan, School District by the laws and constitution of the State of Michigan and the United States of America. Furthermore, the Union recognizes the Employer's rights, as to the assessment, evaluation, assignments, hiring, firing and layoff procedures, and shall not restrict all powers, rights, authorities, duties and responsibilities of the management other than those agreed to herein.

ARTICLE XV

INSURANCE

Section 1. Custodial, maintenance and mechanic employees may select either Plan A or Plan C herein, and teacher aides may select either Plan B or Plan C herein.

Plan A:

1. Effective with the first year enrollment date in 1986, the Board will provide Ultra-Med "C" Med-Chek insurance for custodial, maintenance and mechanic employee and will contribute the following premiums toward monthly health insurance:

Full Family	\$215.66
Employee and Children	198.59
Employee and Spouse	198.59
Single	89.80

2. When the 1987-88 rates become effective, the Board shall adjust the above contributions to an amount not to exceed the following:

Full Family	\$222.00
Employee and Children	205.00
Employee and Spouse	205.00
Single	93.00

Plan B:

1. Each teacher aide selecting Plan B, the Employer shall contribute up to \$89.80 per month per teacher aide toward health insurance premiums. Any excess will be borne by the employee.

Plan C:

1. For each employee not selecting their respective Plan A or Plan B, the Employer shall contribute up to \$40.00 per month toward the following options:

Long Term Disability
Short Term Disability
Dependent Life
Survivor Income Insurance
Supplemental Life

Section 2. The above insurance shall be subject to the rules and regulations of the underwriter.

ARTICLE XVI

NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not do work of this unit except for instruction, equipment test, specific project tasks, and as described in Article III, Section 6. It is further understood that such work shall not result in the loss of regular hours for regular employees. The application of this provision, with respect to overtime scheduling, shall be consistent with past practice.

ARTICLE XVII

DURATION AND AMENDMENT

Effective upon ratification and signature by both parties, this Agreement shall become in full force and effect up to and including June 30, 1988, except the insurance benefits, which will be made available as soon as the insurance carrier can make arrangements, and shall continue thereafter in full force and effect from year to year in absence of a notice to terminate or amend this agreement, as hereinafter provided. In the event either party wishes to terminate or amend the Agreement, notice shall be given by either party to the other of such desire to terminate or amend in writing, sixty (60) days prior to its expiration date or yearly extended date. If notice to amend is given, the Agreement shall remain in full force and effect until a new agreement is reached or until either party gives a sixty (60) day notice to terminate.

BUCHANAN BOARD OF EDUCATION

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 586

President (Date)

(Date)

Secretary (Date)

(Date)

SUPPLEMENT A

WAGE SCALE

<u>YEAR</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
1986-87	1. Custodian II	\$6.65	\$6.98	\$7.43	\$
	2. Outdoors Person	6.70	7.05	7.48	
	3. Building Custodian				
	(a) Elementary	6.77	7.10	7.68	
	(b) Middle & Senior High	6.84	7.16	7.74	
	4. Maintenance	7.19	7.55	8.01	
	5. Mechanic	7.19	7.55	8.01	
	6. Teacher Aide	5.07*	5.20	5.41	5.58
Shift Premiums:		Second Shift	\$0.10/hr		
		Third Shift	\$0.12/hr		
1987-88	1. Custodian II	\$6.65	\$7.09	\$7.81	
	2. Outdoors Person	6.70	7.27	7.86	
	3. Building Custodian				
	(a) Elementary	6.77	7.21	8.06	
	(b) Middle & Senior High	6.84	7.27	8.12	
	4. Maintenance	7.19	7.66	8.39	
	5. Mechanic	7.19	7.66	8.39	
	6. Teacher Aide	5.07*	5.27	5.63	5.85
Shift Premiums:		Second Shift	\$0.12/hr		
		Third Shift	\$0.15/hr		

*First Column for teacher aides represents probationary period.