

6/30/89

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BUCHANAN COMMUNITY SCHOOLS

AND THE

BUCHANAN ASSOCIATION OF EDUCATIONAL SECRETARIES

1987-1989

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Buchanan Community Schools

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THIS AGREEMENT made as of the date hereinafter set forth by and between the BUCHANAN COMMUNITY SCHOOLS, Berrien County, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and BUCHANAN ASSOCIATION OF EDUCATIONAL SECRETARIES (hereinafter called the "Association").

WITNESSETH:

ARTICLE I

PURPOSE AND RECOGNITION

- A. Recognition. The Employer recognizes the Association as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment, and other conditions of employment.
- B. Employee Defined. The word "employee", as used herein shall mean all full-time and regular part-time office and clerical employees, secretaries, and library secretaries; excluding administrators, teachers, substitutes, confidential employees, supervisory employees, students employed part-time or working in a co-op or similar program, and all other employees.

ARTICLE II

MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees. Such rights include but are not limited to the rights to hire, promote, assign, transfer and discipline employees, and to determine the size of its work force.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

- A. Bulletin Boards and Internal Mail. The use of designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities, and the use of internal school mail services to distribute Association materials. Such use shall be in accordance with established regulations of the Employer. It is expressly understood that such notices shall contain nothing of derogatory nature to the Employer.

- B. Use of Facilities. The Association shall have the right to use school facilities for meetings and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all said equipment. Such use shall be in accordance with the established rules and regulations of the Employer.

- C. Association Representatives. The Association may utilize a grievance committee composed of not more than three (3) employees in the bargaining unit. Should an Association representative who is an employee be required by management to attend a grievance meeting during her scheduled working hours, such time shall be without loss of pay. It is understood that such obligation of the Employer pertains to only one representative at any one time.

ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES (Cont)

- D. Association Responsibilities. The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:
1. Association Representatives. The Association shall promptly notify the Employer in writing of the names of those persons who are authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
- E. Concerted Activities. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. Any employee engaging in such activity or activities may be disciplined up to and including discharge.
- F. Dues Check-Off.
1. The Employer shall deduct Association dues, and may deduct other assessments from any employee from which they have written authorization. The Association shall submit to the Employer within thirty (30) calendar days of the effective date of this Agreement, and by July 1 of each year thereafter, a notorized list of active members of the Association as well as the amount of dues to be deducted.
 2. The authorized deduction of dues shall be made from a regular paycheck each month, September through June. The Employer agrees to remit to the Association all monies so deducted from whom deductions have been made within thirty (30) calendar days of said deduction. Overpayments, underpayments or other errors in these deductions are not the responsibility of the Employer.

ARTICLE IV

EMPLOYEE RIGHTS

- A. Personnel Files. Employees shall have reasonable access to their personnel files. Such access shall be limited to not less than twice per contract year. In the event an employee questions material in his or her file, said employee may attach a written notation to same regarding the material in question. The employee's review of such file shall be in the presence of a representative of the Employer. Furthermore, the employee may have an Association representative present at such review.
- B. Just Cause. No senior employee shall be disciplined without just cause.

ARTICLE V

TIME SCHEDULE

- A. Descriptions. "Full year" employees are understood to be employed on a twelve month basis with the holidays, non-worked time, and vacations described in this Agreement. "School year" employees are understood to be employed for the same general period as their school year supervisors with the holidays, non-worked time, and vacations described in this Agreement. It is recognized that the needs for different types of employees may vary. The before-student and after-student periods of employment shall be determined by the need as stated by the immediate supervisor and communicated through the Business Office with at least two weeks notice to the employee before starting or concluding employment.
- B. The School Day or Working Hours. Under normal circumstances, full-time employees are expected to work thirty-nine hours per week. Usually these hours are from 8 a.m. to 5 p.m. with an hour for lunch. However, these hours can vary. It is up to the immediate supervisor with the approval of the Assistant Superintendent or Business Manager to work out the variations in the 8 a.m. to 5 p.m. workday.

Summer Hours. Employees shall be allowed to leave at 4 p.m. unless the work load is such that his/her immediate supervisor requests that he/she work beyond that time to finish assigned work.

ARTICLE V - TIME SCHEDULE (Cont)

C. Weather Conditions and School Closing. On days when school is closed because of adverse weather conditions, employees are expected to report to work if it is deemed by the employee to be reasonably safe to travel to school. Secretaries who report to work within one (1) hour of their normal starting time will receive full pay. Employees who cannot be present should notify their immediate supervisor. Employees will receive half-time pay for those hours they are unable to report to work or they may elect to use accrued sick leave days for full pay on snow days. Employees who are excused by their supervisor to leave early because of weather conditions will receive full pay for the remainder of their normal day.

ARTICLE VI

SENIORITY

- A. Probationary Period. A new employee shall be in a probationary status for the first sixty (60) days worked. There shall be no seniority for probationary employees. Such employees shall be entitled to all the provisions of this Agreement except a probationary employee shall not have the opportunity to bid on vacancies and may be disciplined or terminated without recourse to the grievance procedure.
- B. Seniority Defined. Upon the satisfactory completion of the probationary period, seniority shall be determined in accordance with the following:
An employee's seniority shall be defined as his length of service with the Employer since his last hiring date as a regular employee. It is expressly understood that seniority shall not accrue during layoffs or unpaid leaves of absence.
- C. Seniority Lists. Annually, the Employer shall prepare and maintain seniority lists as defined in this Article.
- D. Loss of Seniority. Seniority shall be lost if the employee:
1. Voluntarily quits;
 2. Is discharged and the discharge is not reversed through the procedure set forth in this Agreement;
 3. Retires; or
 4. His employment relationship with the Employer is otherwise terminated.

ARTICLE VII

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy or other special opportunity in any secretarial or clerical position in the bargaining unit shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) working days. If such vacancy occurs during a "regular" school vacation period, the Association officers shall be notified by personal mail. (The Association officers are: President, Vice-President, Corresponding Secretary and Treasurer.)
- B. Any senior employee may apply for such vacancy. Consideration will be given to the background, attainments and skills, seniority, and all other relevant factors when filling such vacancy. An applicant with less seniority in the system shall not be awarded such position unless her qualifications therefore shall be substantially superior to applicants with greater seniority.
- C. In the event an employee is involuntarily transferred, the employer shall first consult with the employee regarding said transfer.

ARTICLE VIII

LAYOFF AND RECALL

- A. When the Employer determines that it is necessary to layoff employee(s), the employee(s) in the position(s) eliminated shall have the right to utilize her seniority to bump the least senior employee(s) in her classification, provided she has the present available skills and qualifications, as determined by the Employer.

The Employer will notify the affected employee(s) at least two (2) weeks in advance of the anticipated layoff(s).

- B. When the Employer recalls laid off employees, said employees shall be recalled in the inverse order in which they were laid off provided that the employees are qualified as determined by the Employer, to perform the duties of the positions being staffed. This provision shall only apply to senior employees.
- C. The Employer shall give written notice of recall from layoff by personal service or by sending a certified letter to the employee at her last known address. Failure of the employee to respond to or comply with the recall notice within five (5) work days shall be considered as a voluntary quit and the employee shall thereby have her employment relationship with the Employer automatically terminated. The obligation of the Employer to recall a laid off employee shall cease after one (1) year following such layoff.

ARTICLE IX

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms of this contract. A grievant shall be defined as an employee.
- B. An employee may assert his/her right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement, and provided further that the Association is given the opportunity to be present at such adjustment.
- C. Informal Conference. Step I. The grievant shall meet with his/her immediate supervisor or principal within five (5) working days of the alleged grievance with the object of resolving the matter verbally.
- D. Formal. Step II. If the grievance is not satisfactorily resolved at the informal conference, the grievant shall within five (5) working days of the informal conference submit in writing the grievance to his/her immediate supervisor or principal. The immediate supervisor or principal shall respond in writing in five (5) working days.
- E. In the event the grievant is not satisfied with the disposition of the grievance at Step II, the employee may appeal in writing within five (5) working days to the Superintendent or his designee. The Superintendent or his designee shall respond in writing within ten (10) days of such hearing.

ARTICLE IX - GRIEVANCE PROCEDURE (Cont)

F. Formal. Step III. In the event the grievant is not satisfied with the disposition of the grievance at Step II, the employee may appeal in writing within five (5) days of receipt of the decision at Step II to the Board of Education. Upon receipt of such request the Board may hold a hearing or may designate one or more of its members to hold a hearing. Such hearing to be held and a final determination submitted in writing to the grievant within forty (40) days after its submission to the Board. The decision of the Board or the committee of the Board is final.

G. The grievance procedure shall not apply to:

1. The discharge or discipline of any probationary employee.
2. Any provision of this Agreement which contains an express exclusion from the Grievance Procedure.

H. Any grievance which has not been addressed via Section C or Sections D through F or which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not awarded within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next step unless withdrawn.

I. All written grievances shall contain:

1. An identification of the grievant(s);
2. The date of the alleged violation;
3. The specific facts upon which the grievance is based;

ARTICLE IX - GRIEVANCE PROCEDURE (Cont)

4. The specific provision of the Agreement alleged to have been violated;
5. The specific relief requested;
6. The date of the grievance;
7. The signature of the grievant(s).

ARTICLE X

LEAVES OF ABSENCE

A. PAID LEAVES

1. Illness

- a. Each full year employee shall be credited with twelve (12) sick leave days on July 1. School year employees shall be credited with ten (10) sick leave days at the beginning of each school year. Upon written request, each employee shall receive in writing within a reasonable time, an accounting of unused sick leave from the Business Manager.
 - b. Annual sick leave shall be accumulative to and including one hundred eight (108) days. It is understood that this time be used for personal illness-absence due to serious illness of a member of the immediate family, death of such member, or family emergency. This maximum may be used periodically or consecutively as circumstances may demand.
2. Attendance Due to Funerals. A maximum of three (3) days absence because of the death of a member of the immediate family defined as: spouse, grandfather, grandmother, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, children, grandchildren and in loco parentis shall be deducted from sick leave unless a deduction from pay is requested by the employee.
3. Personal Business Day. Two days per year may be used for the purpose of personal business which cannot be transacted outside of the regular workday, or when arrangements cannot be made to avoid its use. Such personal leave is not intended for recreation, job hunting, or similar purpose. The personal business day may not be taken on days preceding or succeeding a vacation or holiday without specific prior approval by the immediate supervisor. To be eligible for personal business leave the secretary must file a request with her immediate supervisor at least twenty-four (24) hours before the planned leave. The immediate supervisor may waive said notification in cases of emergency. Such leave shall not be accumulative.
4. Other Paid Leaves.
- a. Professional. A maximum of two (2) days per year in addition to sick leave, shall be allowed for interschool visiting, professional meeting and conventions according to the individual's need or affiliation. It shall be understood, however, that any member of the staff officially designated by the school

ARTICLE X - LEAVES OF ABSENCE (Cont)

administration to attend a meeting or convention sponsored by an educational or professional organization shall be allowed all reasonable expense. The time thus used shall not be considered part of the regular two day allowance, and no deduction from salary shall be made for such absence. Any secretary wishing to use the above two days, or any part of same should make arrangements with the administration. This two day allowance shall not be accumulative in any way.

- b. Jury Duty. Employees on jury duty shall receive the difference between the daily fee for jury duty and their average daily pay providing jury duty is less. Such leave shall be granted in half day increments.
- c. Other paid absences may be granted at the discretion of the administration.

B. UNPAID LEAVES

Except as provided herein, leaves without compensation may be granted at the discretion of the administration.

- 1. In the case of a prolong illness of a senior employee, and said employee has exhausted his/her accumulated sick leave, said employee shall immediately apply to the Business Office in writing for an extended illness leave without compensation. Such leave shall be granted as follows:
 - a. Said employee shall provide the Business Office a physician's statement certifying the employee's inability to continue the position.
 - b. Such leave may not extend beyond a three (3) month period, at the end of which leave the employee must either return or resign unless a special extension is recommended by the Assistant Superintendent or Business Manager.
 - c. A notice of intent to return must be given at least fifteen (15) days prior to expiration of the leave of absence or extension sought, otherwise the absentee's resignation will become automatic.
 - d. Upon acceptance of his/her application of return to a position, said employee shall be assigned to the position from which the the leave was granted, if available. Should the secretary indicate that he/she will not be returning at the end of his/her leave of absence, at that time the job will be posted and made available to other employees.

ARTICLE X - LEAVES OF ABSENCE (Cont)

2. Upon written application from the employee as required herein, the Employer shall grant a maternity leave without compensation as follows:
 - a. Such application shall be made by the sixth month of the employee's pregnancy.
 - b. A secretary who is pregnant must, upon request from her supervisor, present a physician's certificate that the employee is physically capable of performing the duties to which the employee is assigned.
 - c. Said leave shall begin prior to the date that employee is no longer able to continue performing her assigned duties as a result of such disability.
 - d. Such maternity leave shall be granted without experience credit on the salary schedule and without sick leave accumulation.
 - e. The employee shall be entitled to return from such leave at any time within three (3) months after the birth of the child and shall be returned to the same position from which the leave was granted. The above is true only if a certificate of good health is presented to the Board. Refusal of such offer will imply an automatic resignation and forfeit of rights.
 - f. The unpaid leave policy provided herein (Section B) will apply to any employee adopting a child and shall commence upon entry of an order terminating the rights of the natural parent of the Probate Court.

ARTICLE XI

VACATIONS AND HOLIDAYS

A. Full Year Employees

1. Full year secretaries shall receive the following vacation allowances:

0 - 1 year employment	No paid vacation
1+ - 5 years employment	5 days paid vacation
5+ - 10 years employment	10 days paid vacation
11 years, plus, employment	15 days paid vacation

2. Secretaries working on a full year basis have two weeks of non-work during the Christmas and Spring vacation. Should they wish additional time, it will be counted against vacations and should be arranged with their immediate supervisor.
3. Vacations will be taken during the summer months when school is not in session unless other arrangements are made through the immediate supervisor with the approval of the Assistant Superintendent/Business.
4. Vacation days must be used in the period earned.
5. Full year secretaries are entitled to the following paid holidays: Memorial Day, Fourth of July, Good Friday afternoon if school is in session, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Day, the day following Christmas, and New Year's Day. In order to receive such paid holiday, the employee must work her scheduled work day preceding and the scheduled work day following said holiday unless the employee is on a paid leave of absence except as provided in this agreement.

B. School Year Employees

1. School year secretaries shall receive the following vacation allowances:

0 - 1 year employment	No paid vacation
1+ - 5 years employment	5 days paid vacation
5+ - 10 years employment	9 days paid vacation
11 years, plus, employment	13 days paid vacation

2. The first five (5) days will be taken at Christmas with pay, and the balance of the Christmas vacation to be taken without pay. The additional days will be taken during the Spring vacation, the balance to be taken without pay.
3. Vacation days must be used in the period earned.

ARTICLE XI - VACATIONS AND HOLIDAYS (Cont)

4. School year secretaries are entitled to these paid holidays: New Year's Day, Memorial Day, Good Friday afternoon if school is in session, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, and the day following Christmas. In order to receive such paid holiday, the employee must work his/her scheduled work day preceding and the scheduled work day following said holiday unless the employee is on a paid leave of absence except as provided in this Agreement.
- C. A paid holiday occurring during a vacation period shall not be counted as a vacation day. It may be added to the vacation or taken at a later date with the approval of the immediate supervisor.
- D. A school year employee working a regularly scheduled full day summer assignment shall be paid for the July 4th holiday if the holiday falls within his/her scheduled assignment and he/she meets the enclosing day requirements.
- E. Vacation days shall be paid at the same rate as an eight (8) hour day for full day employees and the average number of daily hours for part time employees.
- F. Discontinued Services - Earned Vacation. Any secretary who discontinues his/her services does not forfeit his/her right to earned vacation if he/she is eligible for same. To be eligible he/she must have worked one-half his/her contracted year.

ARTICLE XII
WAGES AND BENEFITS

A. Pay Dates. Employees will be paid bi-weekly with insurance payments deducted monthly and tax sheltered annuities deducted either semi-monthly or monthly as requested.

B. Overtime Pay. Overtime work in excess of eight (8) hours per day should be paid for at one and one-half time the regular hourly rate. Overtime work shall normally be performed by those employees who perform such work on a straight time basis. In the event that it is determined by the employer that other employees are also required to perform such work, nothing herein shall prevent such an assignment. In the event more than one employee performs such work, the work shall be divided among said employees.

C. Fringe Benefits. Each employee may select either Plan A or Plan B below. It is expressly understood that there shall be no double coverage.

Plan A. The Employer shall contribute monthly the following amounts toward SET Ultra-Med C with Med-Chek health insurance premiums.

	<u>1987-88</u>	<u>1988-89</u>
Full Family	\$224.00	\$235.00
Self & Spouse or Child(ren)	\$207.00	\$217.00
Self Only	\$ 93.00	\$ 97.50

Plan B. The Employer shall contribute up to \$42.00 per month toward the purchase of the following MESSA or SET health insurance options: short term disability; long term disability; survivor income insurance; hospital supplement insurance; and other options approved by the Employer.

The above benefits are subject to the rules and regulations of the underwriters.

D. Wage Schedule.

1. Classifications

Class I - Secretaries to Building Principal
 Secretary to Directors of Operations and Transportation
 Secretary to Community Education Director
 Secretary to Assistant High School Principal
 Athletic Secretary, High School
 General Secretaries
 Secretary to Guidance Office

ARTICLE XII - WAGES AND BENEFITS (Cont.)

Class II - Purchasing/Swithchboard Secretary *
Athletic Secretaries, Middle School
Business Office Clerk(s)
Media Clerk (s)
Secretaries to other certified personnel
General Clerks
High School Attendance Clerk

* For the life of this Agreement, Jean Sadler will be grandfathered to Class I as long as she remains in the position of Purchasing/Switchboard Secretary.

2. Pay Schedule

<u>Class I</u>	<u>7/1/87 - 6/30/88</u>	<u>7/1/88 - 6/30/89</u>
<u>Step</u>		
1	5.81	5.98
2	6.00	6.13
3	6.19	6.32
4	6.37	6.51
5	6.55	6.69
6	6.74	6.87
7	6.91	7.06
8	7.10	7.23
9-13 Years	7.71	8.03
14 + Years	7.83	8.15

<u>Class II</u>	<u>7/1/87 - 6/30/88</u>	<u>7/1/88 - 6/30/89</u>
<u>Step</u>		
1	5.52	5.69
2	5.72	5.84
3	5.89	6.04
4	6.07	6.21
5	6.23	6.39
6	6.40	6.55
7	6.57	6.72
8	6.75	6.89
9-13 Years	7.32	7.64
14+ Years	7.44	7.76

ARTICLE XII - WAGES AND BENEFITS (Cont)

3. Service Compensation.

- a. All raises except for employees hired after July 1, 1973, shall be given on July 1 as in the past. Employees hired after July 1, 1973 may receive raises on their anniversary date.
- b. Credit on the pay schedule to a maximum acceptable to the Board may be allowed to those presenting satisfactory prior experience. Current employees may make written application for this credit to the Business Manager.

ARTICLE XIII

MISCELLANEOUS

A. Temporary or Part Time Employment (excluding student help).

1. In the event there is a need for temporary or part time clerical help, secretaries or clerks on vacation or unemployed during regular scheduled school vacations shall be asked to work before the services of temporary or part time help is acquired. The secretary or clerk asked to work shall be determined as follows:

- a. First opportunity shall be given to the secretary or clerk from whose office or building the request is made.
- b. If she refuses the opportunity, the offer shall be made to the staff secretaries by seniority.
- c. A secretary acting as a substitute for a secretary in a higher classification shall be paid at her own rate for a period not to exceed two (2) weeks after which she shall be paid at the class rate for which she is acting as substitute, but at the step of her own employment.

B. Written Resignation. Any secretary desiring to resign shall file a written resignation with the Business Manager at least ten (10) work days prior to the effective date, after first discussing her resignation with her immediate supervisor.

C. Employee's Address. It shall be the responsibility of each employee to notify the Employer of any change of address. The employee's address as it appears on the Employer's record shall be conclusive.

D. Retirement. Retirement is mandatory at the end of the fiscal year in which the seventieth birthday occurs.

ARTICLE XIV

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XV

DURATION

The Agreement shall become effective July 1, 1987 and remain in effect through June 30, 1989. Either party may request the initiation of negotiations for a subsequent agreement on or after March 1, 1989.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Robert J. Siekman 8/12/87
President Date

Margaret R. Bradley 8/7/87
President Date

Frank A. Reese 8/18/87
Secretary Date

Mary J. Dings 8/7/87
Secretary Date

Amendment to Master Agreement
between the
Buchanan Association of Educational Secretaries
and the
Buchanan Community Schools
December 1, 1987

The existing Master Agreement in Article XII, Section C indicates the insurance plan will be SET Ultra-Med "C" Med-Chek. It is agreed between the Association and the Board of Education that the Master Agreement will not name the carrier. The intent is to allow sufficient flexibility to change carriers in order to take advantage of competitive rates for comparable coverage. Any changes made in insurance carriers would be with the consent and agreement of both the Association and the Board of Education.

This amendment shall apply to those individuals covered by the above contract. It is further understood that this amendment shall remain in effect until June 30, 1989 and it is expressly understood that it shall not be extended orally and shall expire on the date indicated.

Buchanan Board of Education

Robert J. Seckman 12-14-87
President Date

Janet Reese 12/14/87
Secretary Date

Buchanan Association of Educational Secretaries

Cleo M. Triseley 12-14-87
President Date

Joellen Bellair 12-14-87
Representative Date