

6/30/93

AGREEMENT

between

THE INLAND LAKES SCHOOL DISTRICT

hereinafter referred to as the "Board"

and

THE NORTHERN MICHIGAN EDUCATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION

hereinafter referred to as the "Union"

Support Staff Contract 1991-1993

Inland Lakes Schools

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the employer and the employee covered hereby.

The Board and the Union have a statutory obligation, pursuant to Act 379 of the Michigan Public Employment Relations Act of 1965 to bargain with respect to rates of pay, wages, hours of employment and other conditions of employment. The parties, following negotiations, have reached certain understandings and it is agreed as follows:

ARTICLE II

UNION RECOGNITION, AGENCY SHOP, CHECK OFF

Section 1. Union Recognition.

(a) The Board hereby recognizes the Northern Michigan Education Association/Michigan Education Association/National Education Association as the sole and exclusive bargaining representative for all regularly scheduled bus drivers, maintenance, secretaries, clerical, school nurse, regular special run drivers, aides, cooks, mechanic helper, custodial employees and all summer support staff work but excluding central office personnel, substitutes, supervisory personnel and all other employees. Extra summer work is to be offered based on seniority to employees who meet the established qualifications for said positions.

(b) The term "employee" when used in this Agreement shall refer to all employees represented by the Union in the bargaining unit as described above.

1. Full-time employee denotes persons employed fifty-two (52) weeks at forty (40) or more hours per week.
2. School-term employee denotes persons employed during the school session periods of the year.
3. The term "Board" when referred to shall mean the Inland Lakes School Board of Education.
4. The term "district" refers to Inland Lakes School District.

(c) The Board agrees not to negotiate with or enter into any Agreement with any employee organization other than the Union for the duration of this Agreement.

(d) Reference to gender in this Agreement shall mean male or female.

Section 2. Agency Shop

(a) All employees employed in the bargaining unit who are already members of the Union shall as a condition of employment either continue to maintain their membership in the Union or pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Board who are members. All employees who become employees in the bargaining unit after the effective date of this Agreement shall be required as a condition of employment to, within sixty (60) working days of the effective date of this Agreement, or within sixty (60) working days

of their date of hire by the Board, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Board who are members.

(b) An employee, as specified under Paragraph (a) of this Article, shall authorize the deduction of membership dues or (service fees) uniformly required as a condition of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

(c) If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.

(d) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(e) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fee.

(f) The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in complying with the conditions of this Article

Section 3. Check Off.

(a) The Board shall deduct the Union dues or service fees from each employee's pay and transmit the total deductions to the financial secretary of the Union on or before the fifteenth (15th) day of each month, following that month in which said deductions were made, together with a listing of each employee, the employee's social security number, and the amount that is deducted each month provided, however, that the employee shall have signed an authorization card which authorizes such deductions to be made from the employee's pay, and provided further that the Union submits such authorization card to the Board offices.

(b) The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Board pursuant to this Article and agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Union.

ARTICLE III

NON-DISCRIMINATION

The Board and the Union recognize their responsibilities under Federal, State and Local Laws pertaining to the Civil Rights Act of 1964, and subsequent legislation and affirm that no person shall be subject to discrimination because of sex, race, creed, age, religion or national origin.

ARTICLE IV

ARTICLE IV

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances provided that said visitation shall not disrupt orderly operations.

ARTICLE V

STEWARDS

(a) The employees will be represented by a chief steward and two (2) alternate stewards whose names shall be furnished by the Union through written notification to the Board within five (5) working days from the date that the steward or stewards are chosen or selected.

(b) Arrangements will be made to allow the chief and/or alternate stewards time off with pay for the purpose of investigating and receiving grievances upon arrangements being made with their immediate supervisor.

(c) During the steward's term of office, they shall be deemed to head the seniority list for the purpose of layoff and recall only provided that they are qualified to do the required work. Upon termination of any steward's term of office, that steward shall be returned to their regular seniority status.

(d) The Board shall supply the chief steward the following written information pertaining to a newly hired employee: name, date of hire, address, social security number, classification and job location or assignment.

ARTICLE VI

BOARD RIGHTS

(a) The Board on its behalf and on behalf of the electors of the school district hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and the United States including but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school, its properties, facilities and the activities of its employees;
2. to manage and direct the working forces including the right to hire, promote, suspend, discharge and demote employees; transfer employees, subcontract, determine the size of the work force and to lay off employees;
3. determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods or change therein;

4. adopt rules and regulations;
5. determine the qualifications of employees including physical and mental qualifications and conditions as supported by an appropriate doctor;
6. determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
7. determine all financial and educational policies;
8. determine the size of the management organization, its function, authority, amount of supervision and table of organization.

(b) 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 and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the Laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE VII

SAFETY

A committee representing the Union and the Board will meet periodically to discuss any present or potential safety hazards. Said meeting will be arranged at a mutually agreed upon time. The committee will be comprised of no more than two (2) members from the Union and two (2) representing the Board. Each party shall notify the other party in writing by no later than thirty (30) calendar days from the effective date of this Agreement as to the names of their committee members.

ARTICLE VIII

JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of training employees who are covered by this Agreement, experimentation or in cases of emergency.

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall the use of contracting or subcontracting result in the reduction of the present work force as is now in effect.

ARTICLE X

EMPLOYEE RIGHTS

(a) The bargaining unit members shall have the right, in accordance with the Board policy, to the use of school building facilities for meetings.

(b) Duly authorized representatives of the bargaining unit shall be permitted to transact Union business on school property prior to 7:00 a.m. and after 4:30 p.m. provided this does not interfere with or interrupt normal school operations.

(c) The Union shall have the right to distribute Union materials or other employees provided it does not interfere in the normal operations of the district. Interference to be determined by the administrator or supervisor.

(d) The Union stewards who are qualified shall be permitted to use school equipment including typewriters, mimeograph machines, duplicating machines, copy machines and calculating machines when not otherwise in use as determined by the building administrator. The Union agrees to notify the building administrator prior to the use of school equipment. The Union shall pay for all reasonable cost for materials and supplies and to reimburse the district for any repairs or damage to equipment.

ARTICLE XI

NON-STRIKE

The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system during the term of this Agreement. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XII

SENIORITY

(a) A newly hired employee shall be on a probationary status for sixty (60) working days taken from and including the first (1st) day of employment. If at any time prior to the completion of the sixty (60) days probationary period the employee's work performance is unsatisfactory, the employee may be dismissed during the period without appeal by the Union. If there are extenuating circumstances and it is mutually agreeable, the probationary period

may be extended for thirty (30) days. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school session period in which their job is not operative, shall work additional days equal to the number of days that the employee was absent, or equal to the number of days that the job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. The employee's seniority status shall be determined by the employee's continuous service with the Board.

(c) In the event that the Board determines that it is necessary to reduce the number of employees through layoffs, the affected employee or employees shall be given a minimum of two (2) weeks written notice prior to the date that the scheduled layoff or layoffs are to be effective in the event of an inability of the Board to give such advance notification. Employees shall be laid off and recalled according to their seniority in their classification provided the senior employee can perform the job responsibilities. In the case where the Board eliminated an employee's position, that employee shall have the right to exercise their seniority and displace a lesser seniority employee within the same classification. An employee who is laid off by the Board shall have the right to exercise their seniority and return to a vacant position which would occur during their layoff period,

provided that the employee has the necessary qualifications to perform the duties of the job involved. This provision would in no way impair the employee's ability to return to their classification from which they were originally laid off provided that the job responsibilities have not changed.

(d) An employee will lose their seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for cause.
3. The employee is laid off for a period of three (3) years or a period of time equal to their seniority, whichever is the lesser.
4. The employee is absent for three (3) consecutive working days without properly notifying the Board, or without a good and sufficient reason.
5. The employee who is laid off, fails to notify the Board of their intent to return to work within three (3) working days from the date that the employee receives notification by certified mail from the Board of the fact that they are to return to work.
6. The employee retires.

(e) Seniority shall be retained for any employee who is promoted to either a confidential or supervisory position outside of the bargaining unit within the school district, with that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit in the

event that the employee vacates their position outside of the bargaining unit and returns to the bargaining unit.

(f) An updated seniority list shall be furnished to the chief steward and a copy sent to the Union on or before October 1st of each year. Such list shall contain each employee's name, date of hire, classification seniority and district-wide seniority. Seniority in classification shall be as of date of entry into the classification. The classifications are: a. aides, b. secretary, c. cook, d. bus driver, e. custodial, f. maintenance, g. mechanic helper.

(g) Within 30 work days of ratification of the 1991-93 contract, the Association President shall deliver to the Superintendent the initial seniority list. That list will be the official seniority list and thereafter it shall be updated by the District per the above paragraph. Bus drivers will remain in current jobs for 1991-92 with the list effective for September of 1992, except in the event of a vacancy or a lay-off in 1991-92.

ARTICLE XIII

VACANCIES, PROMOTIONS, AND TRANSFERS

Section 1. Vacancies and Newly Created Positions.

(a) A vacancy shall be defined as any bargaining unit position newly created or not currently filled. Any bargaining unit member who has completed their probationary period may apply for a posted vacancy. Permanent vacancies shall be filled within thirty (30) days of the last day for filing applications for a posted vacancy, provided there are qualified applicants.

(b) Notice of all vacancies or newly created positions shall be included with the employee's regular paycheck or posted on the employee's bulletin board. Such notification of the vacancy or newly created position shall be done within one (1) pay period from the date of the vacancy or the establishment of the new position. Vacancies or newly created positions will be included in the employee's regular paycheck five (5) working days before the appointment is made.

(c) The Board shall send written notification of such vacancy or newly created position which occurs when school is not in session to all employees covered by this Agreement who are not scheduled to work during the periods of the year when school is not in session, provided that the employee has submitted a written request to the Board indicating an interest in that classification by the end of the school year. Such notification by the Board shall be submitted to each such employee whose request for a position in that classification is on file at the Board offices as of the date of the vacancy or the establishment of the new position. Such written notification by the Board shall be sent by certified mail to the given mailing address of each such employee. The employee must renew any previous request at the end of the school year.

(d) The employee who possesses the seniority, qualifications and ability may apply for the vacant or newly created position. Preference will be given to qualified applicants from the

bargaining unit, and seniority will be the weighing factor in the filling of any vacancy or newly created position.

Section 2. Temporary Vacancies.

In the event of a temporary vacancy for a specified period of time, the Board shall have the right to hire a temporary employee during the duration of the vacancy provided that the Board offers the temporary vacancy to existing employees who are working fewer hours within that same classification or persons on layoff. In the event that an existing employee working fewer hours in the same classification accepts the temporarily vacated position, the newly hired employee may then fill any remaining vacancy. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job but is due or scheduled to report back to their regular work assignments. In the event that the employee returns to their former position from their absence, then the affected subsequent employees will revert to their former position, and the temporary employee shall be laid off. In the event that the regular employee does not return to their former position from their absence, then as of the date that such determination is made, the position will then be considered to be vacant and will be filled as specified under the terms of this Article.

When a temporary vacancy occurs (temporary is defined as a position to which a regular employee has the right to return) the person filling the temporary vacancy will be considered a (per specific position) substitute employee for the first thirty (30) consecutive days of work in the same specific position.

Thereafter, the substitute status will be changed to that of regular employee and the probationary time will begin (i.e. on the 31st consecutive day, one day of probation is completed). Fringe benefits will be paid beginning on the 31st day if those benefits are not being paid to the employee who is on leave. However, if a current employee takes the temporary position, he/she shall not be reduced in benefits.

When a bargaining unit member is absent, other bargaining unit members will be allowed the opportunity, by seniority, to do the absent person's job if it increases the pay. The substitute will be used to do the work of the lesser paying job. Bargaining unit members shall let their immediate supervisor know of their interest to do an absent member's job.

Section 3. Involuntary or Voluntary Transfers.

(a) Any employee involuntarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.

(b) Involuntary transfers shall be for a period of no longer than thirty (30) calendar days except in the event that both parties mutually agree to an extension of the thirty (30) calendar days time period.

(c) Voluntary assignments can be made up to 100 accumulative working hours per position without posting at the rate of pay per classification which is the highest rate of pay.

ARTICLE XIV

NEW JOBS

The Board will notify the Union in writing when there has been a change or addition in the present job classification that fall under the collective bargaining agreement. The Board will establish the rate of pay for the classification and send such notice to the Union. If the Union does not agree to the rate established by the Board, then such rate will be subject to negotiations.

ARTICLE XV

RETIREMENT

(a) The Board agrees to pay the retirement benefits to the employees covered by this Agreement who are covered by the Michigan Public School Employee's Retirement Program in accordance with the Michigan statute and rules and regulations governing this program.

(b) Upon retirement, the Board shall permit the retiree to continue the insurance programs at the employee's expense. This provision is subject to the restrictions and approval of the insurance carrier.

ARTICLE XVI

ELIMINATION OF A BUS RUN

Whenever it is determined by the Board that it is necessary to eliminate an entire bus run or runs, the affected employee or employees shall have the right to exercise their seniority and displace a lesser seniority driver in order that the affected employee or employees would be able to maintain their same number

of bus runs. The employee whose run is eliminated or who is bumped by a more senior driver and does not possess enough seniority to displace another driver shall either be laid off, or caused to drive a fewer number of runs, whichever is applicable. Bumping would only apply in the instance where the run the driver was to assume would not conflict with any of the driver's present runs.

ARTICLE XVII

DISCIPLINE DISCHARGE

(a) Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes. All actions taken by the Board under this Article shall be furnished to affected employee or employees in writing with a copy sent to the chief steward and a copy sent to the Union. The employee shall have the right to defend themselves against any and all charges. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, shall include but shall not be limited to the following: drunkenness, dishonesty, insubordination or willful violation of Board rules.

(b) The Union, with specific written consent of the employee, shall have the right to review the personnel file of an employee within the bargaining unit upon making the request to the administration of the school district. An employee upon making request shall have the right to review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in Board of Education offices under the

supervision of a designated school employee. Such review shall not include any confidential information.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

(a) An employee who because of illness or accident which is non-compensable under the Worker's Compensation Law is physically unable to report to work and has exhausted all means of allowable compensation from the Board shall be granted a leave of absence for up to one (1) year which may be extended beyond one (1) year upon approval by the Board, provided that the employee notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a written medical statement of the necessity and the length for such leave when the same is requested by the Board.

(b) Leaves of absence may be granted for specified period of time for training related to an employee's regular duties in an approved educational institution.

(c) Upon notice from a physician that the employee has developed a disabling condition, the employee shall furnish the Board of Education with a written statement from his/her physician stating the approximate leave date and extent of the disability including any restrictions on the employee's ability to perform regular job duties. If it is known, the statement should also contain the date of anticipated return or the anticipated length of time the employee would be physically unable to continue to perform job duties.

When and if the employee is required by the physician to cease work due to the disabling condition(s), the employee shall immediately, upon the exhaustion of all paid sick days, be placed on an unpaid leave of absence. Such employee shall be permitted to return to work upon presentation of a signed statement from the physician verifying that the employee is physically able to return to work.

(d) The reinstatement rights of any employee who enters the military service of the United States shall be determined in accordance with the provisions of the law granting such rights.

(e) Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purposes of handling civil disorders or other emergencies, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(f) Any employee in the bargaining unit who is either elected or appointed to a full-time office or position in the Union whose duties require their absence from work may be granted a leave of absence for up to one (1) year which may be extended upon approval by the Board.

(g) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of

leave requested with a copy of the request to be maintained by the Board and a copy furnished to the employee.

(h) An employee who is granted a leave of absence shall be granted the leave of absence without pay, and the employee shall not accrue seniority except when on medical leave. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed in this Article when they are deemed beneficial to the employee and/or the Board.

ARTICLE XIX

GRIEVANCE PROCEDURE

Definitions:

(a) A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement.

(b) For the purpose of processing grievances, working days shall be defined as any day in which the employee is regularly scheduled to work excluding all paid holidays.

(c) The time elements in the steps may be extended upon written mutual agreement between the parties.

(d) Any employee or Union grievance not presented in writing through the grievance procedure within fifteen (15) working days of the occurrence of or within fifteen (15) days of the discovery of the condition giving rise to the grievance shall not hereafter be considered a grievance under this Agreement.

(e) Any grievance which is not appealed within the specified time limits set forth in that step level of the grievance procedure shall be considered to be settled on the basis of the decision

rendered at the previous step level of the grievance procedure. In the event that the Board, at any step level of the grievance procedure, fails to communicate their decision on the grievance in writing to the Union within the prescribed time limits set forth in that step level of the grievance procedure, the Union then may process the grievance to the next step level of the grievance procedure.

(f) During all steps of the grievance procedure the employee shall work as directed by their immediate supervisor, even if such assignment is subject to the employee's grievance, except in the instance where the employee has filed a safety grievance pertaining to their assignment. This refers to assignments in classification only.

(g) Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts of the alleged violation.
4. It shall cite the Article or Section of the Agreement which has been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

(h) The Union may file a grievance in a case which involves the entire bargaining unit.

Step One.

(a) Any employee having a grievance shall discuss the grievance with their immediate supervisor, and then if the grievance is not settled orally with their immediate supervisor, the employee may request a meeting with the chief steward to discuss the grievance.

(b) Following the oral discussion, the grievance may be reduced to writing and submitted to the immediate supervisor.

Step Two.

(a) The chief steward and/or the grievant shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.

(b) The immediate supervisor shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the chief steward and/or the grievant.

Step Three.

(a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the superintendent of schools, by the Union, within five (5) working days from the date of receipt of the answer given by the immediate supervisor, and the superintendent of schools shall meet with a business representative of the Union.

(b) The superintendent of schools shall give his decision in writing relative to the grievance within five (5) working days of

the date of the meeting with the business representative of the Union.

Step Four.

(a) In the event that the appealing party is not satisfied with the disposition of the grievance by the superintendent of schools, then within five (5) working days from the date of receipt of the answer given by the superintendent of schools the grievance may be appealed to the Board of Education, and the Board of Education shall hear the grievance at the nearest regularly scheduled meeting of the Board of Education.

(b) The Board of Education shall give their decision in writing relative to the grievance within twenty (20) calendar days from the date of the Board of Education meeting.

Step Five.

If the grievance is not resolved in Step Four (4) of the grievance procedure, it may, within ten (10) working days after the Board of Education's decision at Step Four (4), be appealed to mediation under Act 379, Public Acts of 1965; such appeal shall be in writing with copies to the Michigan Employment Relations Commission and the Board of Education within the said ten (10) working days period.

Step Six. Arbitration.

(a) In the event that the appealing party is not satisfied with the disposition of the grievance through State mediation, then within seven (7) working days from the date of the mediation

determination the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the superintendent of schools within the specified time limits as specified within the procedure to process the grievance to arbitration.

(b) The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association which shall likewise govern the arbitration proceedings.

(c) The Union or the Board may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The fees, expenses and filing fees of the arbitrator shall be borne solely by the non-prevailing party. In the event that the arbitrator does not grant an award which clearly grants the decision to one (1) party, the fees, expenses and filing fees of the arbitrator shall then be shared equally between the parties.

(f) The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

(g) The arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(h) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union.

(i) The powers of the arbitrator are subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He shall have no power to establish salary scales or to change any salary.
3. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgement for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. The parties agree the intent of this language is that the arbitrator cannot substitute his judgement as to the reasonableness of actions taken by the Board. The arbitrator can rule regarding Board action(s) that violate the contract or based on factual presentation but not based on reasonableness of Board action.
4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and Union and shall so construe the Agreement that there will be no interference with such responsibilities except as may be specifically conditioned by this Agreement.
5. He shall have no power to interpret State or Federal Law.

6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule as to the arbitrability of the grievance based on the merits of the grievance.

ARTICLE XX

HOURS AND WORK WEEK

Section 1. Work Week and Day.

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours which shall include a one-half (1/2) hour paid lunch period for all of the employees covered by this Agreement with the exception of the bus drivers.

(c) Nothing contained in this Section shall be construed to guarantee that the employees covered by this Agreement shall be guaranteed either eight (8) hours per day or shall they be guaranteed forty (40) hours per week.

Section 2. Overtime Rates Will be Paid as Follows:

(a) Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four hour period and all time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.

(b) Double time will be paid for all hours worked on Sunday.

(c) No employee will be required to take time off from their normal schedule of work during the week in place of receiving any overtime compensation for any hour worked.

(d) All overtime work must have the approval of the superintendent of schools or his designated representative before such work is performed.

(e) No employee would normally be scheduled to work on Saturday or Sunday as a part of their regular work week. In the event that the need would arise to schedule a person on either Saturday or Sunday as a part of their work week, the position will first be posted for bidding. In the event that bids are received, the Board shall award the position to the most senior employee making application. In the event that none of the bargaining unit employees bid for the position, the Board may either hire an employee to work the scheduled hours or the Board may assign the lowest seniority employee within that same classification to work the scheduled hours.

Section 3. Distribution of Overtime.

For all of those employees who are either assigned to a building or department, overtime shall be divided and rotated as equally as possible according to seniority within the building or department and among those employees within that classification who regularly perform that work.

Section 4. Extra Bus Runs.

Extra bus runs shall be divided and rotated equally among all of the bus drivers who indicate to the transportation supervisor

that they wish to drive extra bus runs, with such rotation of the extra trips to be made according to seniority.

Section 5. Rest Periods.

Each employee covered by this Agreement who works seven (7) or more hours per day with the exception of the bus drivers shall receive one (1) fifteen (15) minute rest period during the first (1st) half of their work day and one (1) fifteen (15) minute rest period during the second (2nd) half of their work day. Each employee covered by this Agreement, with the exception of the bus drivers, who works less than seven (7) hours per day shall receive one (1) fifteen (15) minute rest period per day.

Section 6. Call in Pay.

Whenever an employee is called back to work after the completion of or prior to the start of the employee's regularly scheduled working hours, the employee shall receive the pay for the actual time worked at the appropriate rate of pay or a minimum of two (2) hours pay at the employee's straight time hourly rate, whichever is the greater.

When employees report to work and then are directed to leave work, the employee shall receive pay for actual time worked or a minimum of two (2) hours pay, whichever is greater.

ARTICLE XXI

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave.

(a) Each employee covered by this Agreement, and who is qualified, shall earn ten (10) sick leave days per year with such

days to be credited to the employee at the start of each school year, and such days shall not be accumulative.

(b) All newly hired employees shall be credited with the above specified number of sick leave days and shall be eligible for the Managed Sick Leave Plan.

(c) Past accumulated leave days that are frozen may be used as necessary upon the expiration of the ten (10) days which are credited to the employee for use on any absence up to but not including three (3) days, with those days which are used to be deducted from the frozen past accumulation of sixty-six (66) days.

(d) A "pool" of days shall be available for the employee's utilization during a time in which there would be the need for days that are not covered under the amount of annual earned sick leave days or past frozen accumulated leave days. Additional "pool" days may be added by the deduction of such days upon request by the Union.

(e) A sick leave inventory committee will be comprised of one (1) administrator and two (2) employees. The function of this committee will be to oversee and approve the utilization of "pool" leave days for all qualified employees covered under this program.

(f) The sick leave inventory committee can, when it deems necessary, require any additional information from an employee covered by this Agreement concerning their sick leave. Such requested information shall then be furnished to the committee. In the event that there are reasonable grounds to suspect the misuse of sick leave by an employee, the employee, upon request of the

committee, shall promptly substantiate such sick leave day or days by written medical statement or by such evidence as the superintendent of schools or the sick leave inventory committee may require. Any decision made by the sick leave inventory committee shall not be subject to the grievance procedure.

(g) Employees who are unable to perform their duties because of illness or disability should notify their immediate supervisor of the fact as far in advance as possible but not later than one (1) hour before their scheduled reporting time. In the event that the employee's illness or disability extends beyond the first (1st) work day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification of the illness or disability.

(h) Records of sick leave accumulated and taken shall be furnished to each employee covered by this Agreement on or about October 1st of each year.

Section 2. Funeral Leave.

Each employee covered by this Agreement shall be granted up to five (5) working days off with pay upon the death of a member of the employee's immediate family. Immediate family shall be considered as mother, father, sister, brother, husband, wife, son, daughter, similar-in-laws, similar step-family, grandchildren, grandparents and any other person who is a permanent resident of the employee's household. Additional time off may be granted and charged to earned leave days.

Section 3. Personal Leave Days.

Each employee covered by this Agreement shall be granted two (2) days per year for personal leave upon prior notification to the immediate supervisor and the superintendent of schools at least forty-eight (48) hours in advance except in the event of an emergency wherein a shorter period of notification may be acceptable. Personal leave days are to be used for personal business where there is a personal need, duty or obligation to conduct business which cannot be conducted on a day other than a school day and also must be approved by the immediate supervisor and the superintendent of schools. Such days are non-cumulative and are not deducted from the employee's sick leave.

Section 4.

In the event an employee has arranged for paid leave time, but administration closes the school, then said employee shall not be charged with the leave time. Further, if an employee is on paid vacation or personal leave and becomes ill, he/she shall have the right to change the paid time off to sick leave.

ARTICLE XXII

HOLIDAYS

(a) The Board will pay the normal day's pay for the following holidays for each of the employees covered by this Agreement according to the specified schedule even though no work is performed by the employees:

TWELVE (12) MONTH EMPLOYEES

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day

July Fourth Friday Following Thanksgiving
 Christmas Day

SCHOOL TERM EMPLOYEES

New Year's Day Thanksgiving Day
Memorial Day Friday Following Thanksgiving
Labor Day Christmas

(b) Employees required to work on any of the above named holidays shall receive time and one-half (1 1/2) for hours worked in addition to their regular holiday pay.

(c) In the event that the employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday or the employee shall receive an additional day's pay for the holiday.

(d) To be eligible for holiday pay, an employee must have completed their probationary period, and the employee must have worked their last regularly scheduled work day before the holiday and their first regularly scheduled day after the holiday.

(e) Persons off sick on the day before or the day after the holiday shall be required to submit a medical statement from a doctor to receive their holiday pay.

(f) In the event that the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; in the event that the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. In the event that either the Friday prior to the holiday or the Monday after the holiday are school session

days, the employee shall be granted a day off with pay for the holiday on a future date that is determined by the Board. Such day shall be scheduled either in conjunction with employee's scheduled vacation or weekend.

ARTICLE XXIII

VACATIONS

(a) Each employee covered by this Agreement who works twelve (12) months per year shall receive an annual paid vacation according to the following schedule:

one (1) year of service - one (1) weeks vacation with pay

two (2) years of service - two (2) weeks vacation with pay

five (5) years of service - three (3) weeks vacation with
pay

ten (10) years of service - four (4) weeks vacation with pay

(b) All vacation time may be taken throughout the year with the prior approval of the immediate supervisor and the superintendent of schools. To be eligible for such vacation, an employee must have worked one (1) full year from the date of hire.

(c) Vacations will be paid at the employee's normal rate of pay. In the event that two (2) or more employees apply for vacation time covering the same time period, the following factors will be taken into consideration in granting the vacations:

1. seniority in classification
2. necessity of the person's absence during the requested leave period

(d) Employees terminating employment or who are placed on a leave of absence shall receive a pro rata vacation allowance based upon 1/12 of their vacation pay for each month or major fraction thereof between the employee's anniversary date and the termination date or the date that the employee is placed on the leave of absence, whichever is applicable.

(e) Employees who are scheduled for 200 days and who voluntarily work 255 days consecutively at 40 hours per week will receive 5 days paid vacation leave or equal compensation.

ARTICLE XXIV

INSURANCE PROTECTION

Section 1. Hospitalization Insurance.

The Board shall pay the full premium for the employee and the employee's dependents for the MESSA PAK program. The Board reserves the right to select another insurance company provided that the coverage provided is equivalent to the present coverage.

MESSA PAK:

A. For those needing health insurance:

MESSA Super Care I

Delta dental (C-01 50/50/50, \$500 ortho)

negotiated life \$10,000 AD&D

vision VSP2

B. For those not needing health insurance:

Delta dental (C-01 50/50/50, \$500 ortho)

negotiated life \$20,000 AD&D

vision VSP2

The Board will pay the deductible upon presentation of receipt that the deductible has been met. This is \$100 for family, and for self and spouse or child, and \$50 for single.

It is hereby agreed between the parties hereto, that any employee hired by the Board after July 1, 1982, who falls under the terms of this Agreement, must work a minimum of five (5) hours per

day, or twenty-five (25) hours per week in order to receive the Board paid MESSA PAK. No employee within the bargaining unit who was hired prior to July 1, 1982, shall be caused to lose any present insurance benefits.

Section 2. Managed Sick Leave Program.

(a) The Board shall provide to all qualified employees covered by this Agreement a Managed Sick Leave Program with benefits coordinated after ten (10) sick leave days at the rate of seventy (70%) of the employee's contractual salary continuing to the end of the contract year. Benefits shall continue beyond the contract year at the rate of sixty-six and two-thirds percent (66 2/3%) of the employee's salary for the period of disability up to the age as set forth in the insurance carrier policy.

(b) The Board agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

Section 3. Payment of Premiums.

The Board shall pay the herein described insurance coverage premiums for each of the employees covered by this Agreement who are so eligible for the full twelve (12) months of each year. In the event that the employee is placed on a medical leave of absence, the Board shall continue to pay the hospitalization insurance premiums for the first six (6) months that the employee is on the medical leave, and the employee is then responsible for

the payment of the premiums for the second (2nd) six (6) months of the medical leave of absence.

Upon separation, the Board shall carry the employee's hospitalization premiums for insurance for the remainder of that month plus thirty (30) days.

The Board shall be allowed to purchase the hospitalization, life, dental and vision insurance from MESSA as separate insurance or as a MESSA-PAK.

Section 4. Annuity

Those employees who are eligible for health insurance but who do not take health insurance, shall receive paid by the Board a monthly annuity of \$100.00.

ARTICLE XXV

GENERAL

Section 1. Tax Sheltered Annuities.

The Board agrees to deduct the premiums for variable tax deferred annuities solely to be paid for by the employee, and the Board shall remit such premiums to the Board approved insurance company. An employee may designate as to the insurance company that the premiums are to be submitted to, only at the start of the first (1st) semester and at the start of the second (2nd) semester or no more than twice per year.

Section 2. Resignation.

(a) Any employee desiring to resign from their employment with the Board shall file a letter of written resignation with the

superintendent of schools at least ten (10) working days prior to the date that such resignation is to become effective.

(b) Any employee who resigns from their position in the manner herein described shall maintain their rights to any earned allowable separation benefits.

Section 3. Deductions.

The Board agrees to make available to all the employees covered by this Agreement any payroll deduction services which are available through the Board such as savings bonds, credit union, etc. Each employee may, no more than twice a year which shall be at the beginning of the first (1st) semester and the beginning of the second (2nd) semester of the school year, either initiate a deduction or change a deduction service which is available through the Board.

Section 4. Physical Examination.

The Board agrees to pay the full cost of any physical examination required of the employee by the Board with the Board's designated physician within the area.

In the event the employee(s) wishes to go to a doctor of their own choosing, the Board shall pay the cost of the physical up to an amount equal of that charged by the Board's designated physician. However, the Board's physician shall be used in disability cases, etc.

Section 5. Inclement Weather Days.

Nothing in this contract shall require the Board to keep schools open in the event of severe inclement weather or when

otherwise prevented by acts of God. When the schools are closed to students due to the above conditions, employees shall not be required to report for duty but shall receive full pay.

In the event the Inland Lakes School District is required by the provisions of the State School Aid Act MCLA 388.1701 (3) (4) to make up inclement weather days, then employees shall make up said required days without additional compensation.

The superintendent shall give two (2) weeks written notice of the date(s) on which the makeup will occur.

In the event the School Aid Act MCLA 388.1701 (3) and (4) is modified, changed or repealed, then the parties agree to return to this former practice of paid inclement weather days with no makeup of time missed required provided that the modifications or change to said Act does not require any form of makeup of time missed.

A professional rights and responsibilities committee shall be established for the purpose of resolving problems prior to the situation(s) becoming a grievance. It is not the intent or purpose of this committee to bypass or interfere with the professional grievance procedure in Article XIX.

Hours and days are per the State Aid Act of 178 days (2 non make-up days). In the event the law changes, is modified or repealed, the parties will meet to bargain inclement weather days.

Employees will receive full pay on the snow day. On the make-up day, employees will not receive pay. Any credit time (i.e., show-up, etc.) will be offset. Only the necessary state mandated hours will be made up.

Twelve month employees will be allowed two additional days vacation in exchange for working the first two snow days. At the end of the school year, if more than two snow days occurred and were not made up by all other employees, then the twelve month employees shall receive those days as additional paid vacation.

Section 6. Mileage.

Employees who are required to use their own transportation for carrying out their job responsibilities for the Board shall be reimbursed for all such miles driven at the regular rate and procedure as established by Board policy.

Section 7. Bulletin Boards.

(a) Bulletin board space shall be made available by the Board at each of the buildings of the school system in which there are employees covered by this Agreement, with the bulletin board space to be used by the Union, and with such bulletin board space to be used for the following notices:

1. recreational and social affairs of the Union
2. Union meetings
3. Union elections
4. reports of the Union
5. rulings or policies of the local or international Union

(b) Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Board, any of its employees, or any other labor organization among its employees, and no materials, notices or announcements which violate

the provisions of this Section shall be posted. The posting of all such notices shall be done by either the Union officers, representatives, the chief or alternate steward.

Section 8. Uniforms.

Each maintenance and custodial employee shall be furnished with two (2) pair of trousers and two (2) shirts, and each maintenance employee shall receive one (1) pair of coveralls. All food service employees shall be provided with two (2) uniforms. The uniforms will be furnished to the employees each year, at no cost to the employee, and the employee will be responsible for the maintaining and laundering of such uniforms, and such uniforms shall be worn during working hours.

Section 9. Additional Compensation.

Each bus driver employee who does not qualify for the SET Managed Sick Leave Plan shall receive an additional ten cents (\$.10) per trip compensation in lieu of the sick leave plan, with such compensation to be paid at the end of the school year.

Section 10. Bus Driving School.

Each bus driver who attends the State required bus driving school, shall be paid at the minimum hourly wage rate of pay for all hours the bus driver attends such school.

Bus drivers shall be reimbursed by the Board for the cost of all licenses and testing fees that are required by the State of Michigan.

Section 11. Longevity Pay.

(a) Each school term employee covered by this Agreement shall receive longevity pay according to the following schedule and based on the employee's length of service with the Board, and with such longevity pay to be paid to the employee not later than the last payroll of the fiscal year:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT OF LONGEVITY PAY</u>
after twelve (12) working months	-one (1) weeks pay
twenty-four (24) to fifty-nine (59) working months	-two (2) weeks pay
sixty (60) to one hundred nineteen (119) working months	-three (3) weeks pay
one hundred twenty (120) working months or more	-four (4) weeks pay

(b) Each ten (10) month employee shall be paid their earned longevity pay not later than the last payroll of the fiscal year.

(c) Each employee who is employed for fifteen (15) or more calendar days of any month will be credited with one (1) month of service for longevity credit. Any employee normally scheduled to work beyond their regular nine (9) or ten (10) month work year will receive credit for this time toward computing longevity pay. Longevity pay that is earned will be counted as employable time, and the employee will be given credit for that time each year. This shall be retroactive to July 1, 1976.

(d) Employees terminating employment or who are placed on a leave of absence shall receive a pro rata longevity allowance based upon one-tenth (1/10th) of the longevity pay for each month or major fraction thereof between the employee's anniversary date and

the employee's termination date or the date that the employee is placed on the leave of absence, whichever is applicable.

(e) Any school term employee hired after July 1, 1979, shall not be eligible to receive this benefit.

Section 12. Legal Protection.

If any case of criminal assault by a student or another employee shall be reported to the Board involving an employee covered by this Agreement, the time spent by the employee shall not be charged against the employee provided that the employee is not found guilty of such charge.

Section 13. Schedules.

(a) Twelve (12) month employees will be scheduled for the full calendar year.

(b) School term employees shall be scheduled for no less than all of the school session days per year.

(c) The custodian who works less than the full calendar year shall be scheduled for two hundred (200) work days per year. Requests to go beyond the two hundred (200) work days shall be on a voluntary basis. In the event an employee chooses not to work the time over two hundred (200) days, a substitute may be employed. Changes in work schedules occurring during the Christmas, spring, Easter vacations will be on a voluntary basis but in no event will the custodian(s) work less than 200 days per year.

Section 14. Federal Programs.

Those employees funded from special State or Federal programs are subject to the conditions of that specific program in regard to their employment status.

Section 15. Substitute Personnel.

1. The regular substitute rate of pay shall be fifty cents (\$.50) less per hour than regular pay for all substitute employees who are working on a day to day basis; however, substitute bus drivers shall be paid the same rate as regular bus drivers.

2. Laid off drivers who substitute shall receive the regular rate of pay if they are needed for two (2) weeks at a time and if it is known two (2) days in advance of the substitute driver starting. (There shall be no day to day accumulation such as subbing for someone on jury duty).

Section 16. Probationary Rate.

It is mutually agreed that under Schedule A, Section (a), newly hired is to be interpreted to mean a new employee. Therefore, an employee who changes jobs (i.e., a bus driver becomes a custodian) will not be subject to the fifty cents (\$.50) less than the base rate of pay.

Section 17. New Substitute Bus Driver Start-up Costs.

New substitute bus drivers will be reimbursed by the Board of Education for start-up costs up to \$50.00 for the standard physical and other expenses after they have driven five (5) trips for the district.

Section 18. School Buses.

All buses will be kept at the bus garage. No bus driver or special driver will be allowed to keep the bus at his/her home.

Section 19. Summer Community Education.

The summer community education bus driver will be employed for a four to six week period, eight or fewer hours per day, four days per week. The pay for this work shall be a lump sum payment of \$1285.13 for the summer driving in 1991; \$1336.54 for the summer driving in 1992. These rates shall be subject to the SEV language in the Salary Schedule, Section G.

If the program is operated for less than four weeks, it will be prorated and paid on the basis of \$201.55 for 1991; \$209.61 for 1992.

When it is necessary to utilize the services of an additional bus driver for less than the above full work period, that driver will be paid the extra trip rate. All of these rates shall be subject to the SEV language in the Salary Schedule, Section G.

ARTICLE XXVI

JURY DUTY

Employees covered by this Agreement who are requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for jury service. This does not include reimbursable expense. In the event that an employee covered by this Agreement is subpoenaed by the Board as a

witness in any case connected with their employment in the district, the employee will be paid their full pay.

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations of and restrictions imposed upon the Board and the Union. This Agreement is subject to amendment, alteration or additions only by subsequent written agreement between and executed by the Board and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 2.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject matter referred to or covered in this Agreement even though such subject

or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3.

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of Law, or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until June 30, 1993.

(b) If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date give written notice of amendment in which the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this Paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon between the parties shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be sufficient if sent by certified mail to the recognized mailing address of the other party. If such notification is sent to the Union, it should be addressed to The Northern Michigan Education Association/Michigan Education Association/National Education Association, 616 Petoskey Street, Suite 203, Petoskey, Michigan 49770; and if to the Board, addressed to The Office of the Superintendent of Schools, 5243 South Straits Highway, Indian River, Michigan 49721, or to any other address the parties may make available to each other.

(e) This contract shall be effective July 1, 1991 and shall expire on June 30, 1993.

INLAND LAKES ESPA

SIGNATURE PAGE

FOR THE NMEA/MEA/NEA

Don Bennett
NMEA President

Dave Bowman
NMEA Staff Liaison

M. Kay Newman
Uniserv Director

Virginia Ashford
Bargaining Team Member

Krista Siler
Bargaining Team Member

Rich Lasquay
Bargaining Team Member

Carol Burwell
Bargaining Team Member

Sandra Crawford
Bargaining Team Member

FOR THE INLAND LAKES
BOARD OF EDUCATION

Ray Powell
President

John Waller
Vice President

John Stapp
Secretary

James E. Ream
Treasurer

James Sagwell
Board Member

Martha Waldron
Board Member

Dan W. Sturman
Board Member

Ronald G. Berg
Superintendent

Dated Jan 17, 1992.

SCHEDULE A
SALARY SCHEDULE

<u>CLASSIFICATION</u>	July 1, 1991 To June 30, 1992	July 1, 1992 To June 30, 1993
Teacher Aide	7.85	8.17
Cook	7.11	7.39
Secretary	8.31	8.64
Maintenance	9.14	9.51
Custodian	8.53	8.87
Bus Driver	14.26	14.83
Special Driver	6.01	6.25
Mechanic Helper	8.65	9.00
Extra Trip	5.88	6.11
Overnight - Plus Hotel	65.06	67.66
Meals	27.88	28.99

(a) A newly hired employee shall be paid fifty-cents (\$.50) less than the specified base rate of pay, or the minimum wage, whichever is the greater, during the employee's probationary period, and then upon completion of the probationary period, the employee shall be paid the specified rate of pay.

(b) Each of the rates of pay as specified are to be paid at an hourly rate, with the exception of the bus driver rate which shall be paid by the trip, and overnight - plus hotel and the meal allowance, which shall be paid as an allowance.

(c) The above rates shall be retroactive for all employees on the payroll back to July 1, 1991.

(d) The above 1992-93 salary schedule shall be increased, each figure, according to the following formula if the percentage increase in the State Equalized Valuation (SEV) increases by more than 5%: Formula - The salary schedule, each figure, shall be increased by an amount equal to the percentage increase of the State Equalized Valuation (SEV) less one (1) percent with a

guaranteed minimum of (4) four percent; the 4% already showing in the above salary schedule.

(e) The certified SEV shall be determined by the percentage rise for the Inland Lakes School District from June, 1991 to June, 1992.

(f) If the method for computing the SEV is changed during the duration of this contract, it is agreed this section of the Master Contract shall be subject to renegotiations.

(g) This contract shall be retroactive for all employees to July 1, 1991. Retroactive checks will be issued no later than the 2nd pay day after ratification.

(h) The new insurance PAK will be effective no later than 45 days after ratification by both parties and notice to MESSA. The open enrollment period shall be for a period of 30 calendar days after ratification by both parties, thereafter the open enrollment period will be each year for the month of September.

(i) The special driver rate of pay is defined as being pay for the transportation of vocational students or special ed students, or both to academic programs outside of the district.

(j) The Association will drop the unfair labor practice charges.