

6/30/93

MASTER AGREEMENT

BETWEEN THE

KALKASKA PUBLIC SCHOOLS

AND THE

MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

JULY 1, 1990 - June 30, 1993

Kalkaska Public Schools

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ARTICLE I

RECOGNITION

- A. This agreement is entered into November, 1990, by and between the Board of Education of the Kalkaska Public Schools, hereinafter called the "District" and the Michigan Education Support Personnel Association hereinafter called the "Union".
- B. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of all employees of the employer included in the bargaining units described in Case No.'s R 77-L-542 and R 80 C-113 as evidenced by the Michigan Employment Relations Commission, but hereby establishes one unit composed of:
- "All Bus Drivers, Bus Aides, Paraprofessionals (instructional aides), Custodial and Maintenance Personnel, Regular Substitute Bus Drivers, Regular Substitute Custodians, and Probationary Employees, but excluding Food Service Personnel and Supervisory Employees."
- C. The District agrees not to negotiate with or recognize any organization other than the Union for the duration of this agreement.

ARTICLE II

MANAGEMENT RIGHTS

- A. The employer, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting and generality of the foregoing the right:
1. To the executive management and administrative control of the school systems and its properties and facilities, and the activities of its employees.
 2. To hire all employees and subject to the provisions of law: to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement and then to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The parties agreed that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

ARTICLE III

AGENCY SHOP AND MEMBERSHIP DUES

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of completion of the 90-day probationary period or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association as established by the Association.
- B. The bargaining unit member may authorize payroll deduction for membership dues or the service fees. Dues and service fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local Union. Each employee and the Union hereby authorize the District to rely upon and to honor certifications by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or service fee.
- C. The District agrees to provide the service of payroll deduction of dues and/or fees without charge to the Union.
- D. In the event that the bargaining unit member shall not join the Association or pay the service fee directly to the Association or authorize payment through payroll deduction, the District shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.
- E. Only those bargaining unit members who were employed by the District and who were not members of the Association on August 1, 1984, are exempt from agency shop provisions, above.
- F. Substitute Bus Drivers and Custodial-Maintenance employees who are placed on Regular Substitute status for the start of the 1984-85 year (as per Article VII, C & D) shall upon the effective date of this contract have the one-time option of joining or not joining the Union. Thereafter, all employees being placed on Regular Substitute status must comply with the Agency Shop provisions herein enumerated.
- G. When an employee does not have sufficient money due him/her, after deductions have been made for Social Security, Insurance, Garnishments, or any required by law, Union dues or the service fee for that month will be collected by the Union directly from the employee.

- H. If an employee who is absent on account of illness, leave of absence, or for any other reason has no earnings due him/her for that period, no deductions will be made. The Union will arrange collection of dues or service fee for that period directly with the employee.
- I. All deductions of Union dues or service fee provided for in this article will automatically be terminated in the event of loss of exclusive recognition by the Union.
- J. Payroll deductions made pursuant to this Article shall be made in equal amounts, as nearly as may be, from each of the paychecks of the bargaining unit member.
- K. In case when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds shall not be the responsibility of the District.
- L. The Union agrees to indemnify and save the Board of Education, including each individual school board member and all authorized agents of the Board, harmless against any and all claims, demands, costs, suits, or any other form of liability (including back pay and all court or administrative agency costs) that may arise out of or by reason of, action taken or not taken by the Board for the purpose of complying with this Article.

ARTICLE IV

JOINT ADMINISTRATION AND UNION MEETINGS

- A. Special Conferences for important matters will be arranged between the Union President and the District or its designated representative upon the request of either party. Such meetings will be between at least two (2) representatives of the Union and two (2) representative of management. Arrangements for such special conferences will be made in advance and an agenda of the matters to be taken up at the meeting will be presented at the time the conference is requested.
- B. There will be no loss of wages for personnel attending such meetings, however, attempts will be made to schedule meetings when employees do not have job responsibilities.
- C. Nothing in this Article will be construed to prevent any employee from discussing any problem with his or her immediate Supervisor or Union representative.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition:

1. A grievance shall mean a complaint by an employee or group of employees in the Bargaining Unit that there has been as to him/her/them a violation, misinterpretation or inequitable application of a specific provision of this Agreement.
2. Grievances of the employees of the Kalkaska Public Schools shall be presented and adjusted in accordance with the procedures covered in the Agreement.

B. The following steps will not prevent any individual employee from presenting a grievance to the employer and having the grievance adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of the collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

C. Failure to institute a grievance or appeal a decision with the specified time limit shall be deemed an acceptance of the decision. In exceptional circumstances extensions in time may be granted when so requested in writing and by mutual agreement. Should an employee accept the decision at any level or withdraw his/her/their grievance, all further processing of that grievance shall be barred and the last decision thereon shall be accepted.

D. The term "days" when use in this Article, shall, except when otherwise indicated, mean "work days."

E. Procedure:

1. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. However, when mutually agreed upon in writing, the time limits given below may be extended.
2. It shall be the general practice of all parties of interest to process grievances during times when they do not interfere with assigned duties.

F. Step One

The employee(s) with a grievance shall discuss the grievance informally with the Immediate Supervisor within fifteen (15) days of the alleged violation or day the employee should have had knowledge. If the matter is not resolved within five (5) days after the discussion, the following step may be taken by the employee(s).

G. Step Two

In the event that the matter is not resolved informally, the employee should present the grievance in writing, with the assistance of a local Union Representative, at the employee's(s') opinion, to his/her/their Immediate Supervisor. Such written grievance must be filed within five (5) days of the response form Step One (1). The Immediate Supervisor shall file a written decision with the Union within five (5) days after he/she receives the written grievance as herein before specified.

H. Step Three

1. In the event that an employee is not satisfied with the disposition of the grievance at Step Two, she/he may, within five (5) days after receipt of the Step Two answer, appeal to the Superintendent.
2. Any grievance appealed to the Superintendent shall be appealed within five (5) days. It shall be in writing, and shall specify the facts giving rise to the grievance, the Article and/or Section of the Agreement allegedly violated, and the relief requested. A copy of the Immediate Supervisor's decision at Step Two shall also be included.
3. Within five (5) days after receipt of the appeal, the Superintendent and/or his/her representative, shall investigate the grievance, including giving the aggrieved employee and/or a Union Representative, a reasonable opportunity to be heard, and render her/his decision in writing. Within five (5) days following the meeting with the representative, a copy of her/his decision shall be delivered to the employee (s) involved, the Union President and the Immediate Supervisor.

I. Step Four

If a satisfactory disposition of the grievance is not made in Step 3, or if no disposition has been made within the allotted time period, the Union may appeal to the School Board within 5 days. The Board shall conduct a hearing at its next regularly scheduled meeting. A written decision shall be sent to the Union and Grievant within 5 days of said hearing.

J. Step Five

1. If a satisfactory disposition of the grievance is not made as a result of the answer in Step Four, or, if no disposition has been made within the period provided in Step Four, the grievance may be, within thirty (30) days, submitted to arbitration by the Union and written notification given to the Superintendent. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
2. Upon selection of the arbitrator, the arbitrator shall be empowered to conduct informal, private hearings and take testimony regarding the grievance. 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.
3. The arbitrator shall conduct said hearings and disposition of a grievance within the time period specified by the American Arbitration Association rules. The disposition shall be in writing and shall be final and binding on the parties hereto.
4. In the event no disposition of said grievance is made with the time prescribed, the aggrieved party may process the grievance to any court of competent jurisdiction.

K. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he/she consider his/her function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

The arbitrator shall not give any decision which is practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement.

L. Unless expressly agreed to by the parties, in writing, the arbitrator will be limited to hearing one issue or grievance upon its merits at any one hearing. Separate arbitrators shall be selected for each grievance appealed to binding arbitration.

M. The fees and expenses of the arbitrator shall be shared equally by the parties.

N. Miscellaneous.

1. Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to the expiration which is filed within the time limits of this Agreement, shall be processed through the grievance procedure until resolution.
2. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE VI

DISCIPLINE, DISCHARGE AND SUSPENSION

- A. No employee will be disciplined or discharged without just cause.
- B. Any complaint against an employee that is to be used in evaluation, reprimands, discipline, discharge or other such action, shall be promptly brought to the employee's attention.

Any reprimand, either oral or written, of an employee by a supervisor shall be conducted in private. The employee shall have the right to have a Union Representative present in all such instances.

- C. Notice of Discharge or Suspension: The District agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her Union Representative of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- D. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Union Representative and the District will make available a meeting room where he/she may do so before he/she is required to leave District property. Upon request, the supervisor and/or his/her designated representative shall discuss the discharge or suspension with the employee and the Union Representative.
- E. Use of Past Record: In imposing any discipline or discharge on a current charge, the District shall not take into account any prior infractions which occurred more than three (3) years previously.
- F. Nothing in this Article will prevent the District from maintaining a permanent discipline record in an employee's personnel file.
- G. Dismissal:
 - 1. The Superintendent of Schools may suspend a driver after two (2) formal written warnings up to two (2) weeks. After three (3) formal written warnings a driver may be recommended for dismissal.
 - 2. Any driver receiving a moving violation while driving a school vehicle may be suspended with pay until disposition of case.

3. Any driver who has two (2) chargeable accidents in any one (1) year period (July 1 - June 30) may be dismissed. Chargeable accidents are when driver is at fault.
4. Any driver, who during a one (1) year period, receives points on their driver's license exceeding total allowed by State of Michigan, shall be terminated.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be defined as the length of continuous service within the District as of the employee's first working day as a regularly scheduled employee. In circumstances of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.
- B. Employees shall hold seniority in one of the following classifications:
1. Paraprofessionals (Aides)
 2. Custodial-Maintenance Employees
 3. Bus Drivers
 4. Bus Aides
- C. Substitute Bus Drivers and substitute Custodial-Maintenance employees shall be considered Probationary Substitutes until such time that they have served ninety (90) days on a substitute basis.

On or before the ninetieth day of service to the District, such Probationary Substitutes will be notified of either:

1. Advancement to Regular Substitute status, or
2. Termination

Such advancement to Regular Substitute status shall mean placement on an "experience list" from which openings for regular scheduled jobs shall be filled. The most experienced Regular Substitute shall have first opportunity for each opening.

Terminations under this clause may not be appealed or grieved.

- D. Upon assignment to a regularly scheduled position, the employees shall be placed on the seniority list and shall have his/her seniority date adjusted to show credit for all substitute experience.
- E. Termination: An employee shall lose his/her seniority for any of the following reasons:
1. He/she quits.
 2. He/she is discharged and the discharge is not reversed through appeal.

3. He/she fails to return to work within ten (10) working days after the issuance by the District of notice of recall by registered or certified mail to the last known address or such employee as shown on the District's records.
 4. He/she is absent from work for three (3) consecutive days without having been granted a leave or without having advised the supervisor, unless such failure is explained with a satisfactory reason.
 5. He/she overstays a granted leave of absence or vacation, unless there are extenuating circumstances and the supervisor is so notified.
 6. He/she retires.
 7. The employee is laid off for a continuous period of two (2) years.
- F. New employees hired in the unit, except as provided in (C), above, shall be considered as probationary employees for the first ninety (90) working days of their employment. When an employee finishes the probationary period, he/she will be entered on the seniority list of the appropriate unit and will rank for seniority from the day ninety (90) days prior to the days he/she completed the probationary period. There shall be no seniority among probationary employees. The employer will have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance, unless the discharge or discipline is for Union activities.
- G. In the event a staff reduction is necessary, the Union will be notified as early as practical. Employees to be released will be so notified, in writing, with copies sent to the Union.
- H. Should the District determine the need for any layoff of personnel, reductions shall be made within job classification with probationary personnel being the first laid off, those with the least seniority will next be laid off until the reductions have been completed, provided the remaining personnel are qualified to do the work. Following any layoff situation and except as provided in Article XXVII, remaining personnel shall be reassigned within their job classification as deemed necessary by the district.
- I. Employees who transfer to another job classification will retain their initial seniority in their initial classification and will begin accruing seniority in the new classification from the date of transfer. In the event of

layoff, any employee so transferred who may be subject to layoff may transfer back to his/her official job classification provided a position is open, or shall be recalled to the next open position in either classification for which he/she has gained seniority.

- J. Should vacancies occur in any job classification, laid off employees will be recalled in order of seniority, most to least, in that classification.
- K. Notice of recall shall be sent by certified mail to the individual's last known address. If the individual does not report to work within ten (10) work days of receipt of this notice, he/she will be considered to be a voluntary resignation.
- L. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) workdays after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association/Union.
- M. Seniority list of substitutes shall be posted monthly.

ARTICLE VIII

VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy will be defined, for the purpose of this Agreement, as a position previously held by a bargaining unit member, or a newly created position within the bargaining unit. No vacancy will be filled until it has been posted for at least five (5) working days.
- B. Notice of such vacancies shall be posted on all bulletin boards used by the Union and shall state a specific posting period. Written requests for transfer or promotion must be received prior to the expiration date of the stated posting period.
- C. Position postings shall contain Minimum Position Qualifications for each position. All employees regularly employed on or before August 1, 1984, and those placed on Regular Substitute status for the start of the 1984-85 school year, shall be exempt from the high school diploma requirements.
- D. Promotions (employees desiring higher rated classification) shall be governed by seniority, unless in the opinion of the District there is an employee bidding or applying for the job who has substantially greater ability and capacity.
- E. Employees may transfer laterally to different positions within the same classification, when there is a vacancy in that classification, by seniority, as long as they meet Minimum Position Qualifications and as long as the transfer would not substantially affect the efficient operation of the School District.
- F. Should an employee request transfer from one seniority classification to another, consideration shall be given only to the seniority earned in that classification to which he/she is requesting transfer.
- G. When promoted to higher rated classifications, employees will retain their existing wage rate for a working trial period of not more than thirty (30) days, at the completion of which they will receive the appropriate rate for the higher classification, retroactive to the time of such promotion.

If during the trial period, the employee's work is unsatisfactory, or at the request of the employee, he/she will be reinstated to his/her previous position, and will not receive the additional pay for the advanced position. Seniority will not be affected. In such cases, vacancies

created by the promotion shall be filled with substitute personnel during the 30-day trial period.

- H. Realizing that the needs and priorities of the District change with time and except as provided in Article XXVII, nothing in this article shall be construed as to limit the District's rights to reassign personnel to different responsibilities within a job classification, so long as such reassignment does not result in a reduction of work hours.

ARTICLE IX

UNPAID LEAVE OF ABSENCE

- A. Unpaid leaves of absence for periods of more than ten (10) days in a given work year but not to exceed one (1) work year may be granted, in writing without loss of previously earned seniority.
1. Except in emergency situations, requests for said leaves shall be submitted in writing to the Superintendent of Schools not less than two (2) calendar weeks prior to the start of the leave period.
 2. In order to help preserve the continuity of school operations throughout the school year, unpaid leave requests which incorporate the entire school year will receive special consideration.
 3. It is expressly understood by both parties that unpaid leaves of absence shall not be granted for the purpose of accepting other employment or for extending vacation periods by more than five (5) days.
 4. In cases of requests for unpaid leaves for personal or immediate family illness (as defined in Article XVII, A), a doctor's verification may be requested.
- B. Such unpaid leaves may be extended upon written application not less than two (2) days prior to the termination of the initial leave period.
- C. Employees shall not accrue seniority while on leave of absence of more than ten (10) work days in any given work year. In such cases, the seniority dates of the employees shall be adjusted to reflect the length of the leaves. Persons returning from an unpaid leave of absence shall be placed in positions they held at the time the leaves of absence were granted or to which their seniority entitles them.
- D. The reinstatement rights of any employee who entered the military service will be determined in accordance with the provisions of the Federal law granting such rights.
- E. A copy of the written approval of unpaid leave (as in Section A), stating the duration and considerations of said leave, shall be submitted to the President of the union.

ARTICLE X

SAFETY

- A. The District will take measures to provide safe working conditions in order to prevent or eliminate any hazards which the employees may encounter in their places of work, in accordance with the provisions of state and local regulations (e.g., OSHA, MIOSHA, etc.)

- B. The employee will be expected to immediately inform the District of any such job hazard as soon as the employee first becomes aware of such unsafe behavior, conditions, or equipment. The District upon notification of an alleged unsafe condition, will investigate such condition, and will be expected to make adjustments in such condition, if, in the District's investigation, the alleged unsafe condition is found to be a hazard to employees, students or bus passengers.

ARTICLE XI

WAGES FOR NEW JOBS

1. Whenever the Employer considers creating a new job classification (Union Position), the Employer will notify the Union by properly posting the position. The parties shall commence bargaining within ten (10) days of notification. No new job classification shall be created until the parties have reached mutual agreement.

ARTICLE XII

EQUAL EMPLOYMENT OPPORTUNITY

- A. No person or persons will be discriminated against so as to limit, segregate, or classify employees in any way that tends to deprive any individual of employment opportunities or adversely affect their employment status (firing, compensation, terms, conditions) because of their race, color, religion, sex, national origin, material status, or membership in, or association with the activities of the Union.

ARTICLE XIII
UNION ACTIVITIES

- A. The District agrees to provide, upon request, access to all public information retained by the Administration in compliance with the provisions of the Michigan Freedom of Information Act of 1976.
- B. The Union will have the right to use school buildings in compliance with the established Board of Education policy regarding public use of such facilities.
- C. Union representatives will be allowed to visit schools during working hours provided they have notified the Administration of their presence. Such visits shall not interfere with the normal performance of duties by the employees or the normal function of the school.
- D. A bulletin board will be made available to the Union.
- E. The Union will be permitted to use typewriters, mimeograph equipment, duplicating equipment, etc., when such use is approved by the Chief Building Administrator. The Union will pay the cost of all materials and supplies incidental to such use, including the costs of repairs for damage to equipment during its use by the Union.
- F. Existing lounge facilities will be maintained for employee use.
- G. Emergency phone calls and messages will be delivered to the employee as soon as possible. Facilities for use of the telephone by employees will be made available.
- H. The employees in any given unit covered by this Agreement will be represented by two (2) Union representatives. The Union will have the exclusive right to assign said representatives.
 - 1. The employer will be notified of the names of the alternate representatives who would serve only in the absence of a regular Union representative.
 - 2. The Union representatives, in accordance with the Grievance Procedure, during their working hours, without loss of time or pay, may investigate and present grievances to the employer during working hours, however, this does not include any arbitration procedures.
 - 3. A Union representative will be allowed the necessary time off during working hours without loss of time or

pay to present grievances to the Superintendent in accordance with the Grievance Procedure.

ARTICLE XIV

UNION LEAVE

- A. Employees shall be allowed a maximum of five (5) days without pay to attend any Union conference providing adequate notice is given to the District, and there is no serious disruption of the employer's operations. No more than four (4) employees shall be released at one time.

ARTICLE XV

PERSONNEL RECORDS

- A. All employees will have the right to review the contents of their personnel file, and receive a copy (subject to a reasonable fee) with the exception of any confidential information such as letters of recommendation obtained at the time of hiring. The employee may, at his/her request, have a Union representative present at such review. Responsibility for arranging for Union representation rests solely with the Union.

When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

- B. The Administration shall provide each employee with an accounting of his/her accumulated sick leave, vacation time and personal leave.
- C. An arbitrator shall have the authority to make decisions regarding contents of personnel files only if that personnel file information is relevant to a discharge.

ARTICLE XVI

GENERAL PROVISIONS

- A. The Union and the Board recognize that strikes and other forms of work stoppage 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 employees 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. The Board agrees that it shall not lock out employees during the term of this Agreement.
- B. If any provision of this Agreement or any application of this Agreement, to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association/Union will commence negotiations to reach a new agreement concerning the subject matter of the provisions determined to be illegal. If the parties do not reach and ratify an amendment to the agreement within thirty (30) days, the matter may be referred to binding interest arbitration by either party. The rules of appointment and procedure of the American Arbitration Association will be followed in such arbitration.

- C. Employees shall receive TB Tests or X-Rays without cost.
- D. The District shall provide parking facilities for bargaining unit members.
- E. Any case of assault on an employee shall be promptly reported to the Administration, which will make arrangements for notification to local police authorities or other appropriate arrangements.
- F. An employee's personal property (eyeglasses, contacts, hearing aides, etc.) which may be damaged while performing regularly assigned duties and through no negligence on the part of the employee, shall be replaced at the District

expense. Incidents of such damage must be reported immediately to the supervisor.

G. The District agrees to provide each employee with a copy of this Agreement, including any newly hired employees.

H. No regular Union work shall be performed by Administrative or Supervisory personnel or subcontracted so as to displace the services of a bargaining unit member or so as to cause a bargaining unit member to be laid off. Furthermore, the District agrees not to subcontract bargaining unit work without negotiating said change with the Union.

I. The District may require any employee to submit to a physical examination. Provided the District's designated physician is used, the District will pay the associated costs above and beyond any applicable health insurance coverage. If the District's designated physician is not used the District will pay a maximum of twenty-five dollars (\$25.00).

J. Supervision

1. Bargaining Unit Members shall be assigned only one immediate supervisor, who shall be someone other than a Bargaining Unit Member or a building principal.

2. The immediate supervisor shall have the responsibility for all Bargaining Unit Member evaluations, as well as any disciplinary action.

3. Building principals may have input to both the evaluation procedure and any written disciplinary action only through the Bargaining Unit Member's immediate supervisor.

4. Any potential disciplinary action toward a Bargaining Unit Member must be investigated by the immediate supervisor before a decision is made to reduce it to writing.

5. Any written disciplinary action toward a Bargaining Unit Member must be signed by the immediate supervisor before it is placed in the Bargaining Unit Member's personnel file, and a meeting held as specified in Article VI, Section B.

K. Job Descriptions

For each classification, job descriptions will be developed within ninety (90) days after ratification of this Agreement. Said descriptions shall be developed jointly by the Employer and the Association/Union. The descriptions shall be distributed to all current bargaining unit members

and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:

- (a) Job Title and Description,
- (b) Minimum requirements, and
- (c) A specific statement of required tasks and responsibilities

Any evaluation of bargaining unit members' work performance shall be based solely upon said job descriptions. These shall be done at the thirty (30), sixty (60), and seventy-five (75) day intervals.

ARTICLE XVII

HOURS OF WORK

- A. The District reserves the right to set the hours of work for all employees covered by this Agreement. A permanent change in the starting time shall not be made without prior discussion with the Union. The District reserves the right to OCCASIONALLY change an employee's starting time in case of emergency.
- B. The District agrees to pay overtime under the following conditions:
 - 1. Time and one-half (1 1/2) shall be paid for any hours worked in excess of eight (8) hours in a 24-hour period; or for any hours worked in excess of forty (40) hours in a calendar week; and for all Saturday time. (Does not include bus driver extra trips)
 - 2. Double time shall be paid for any hours an employee is required to work on Sundays and/or Holidays.
- C. Advance notice of overtime shall be given to the affected employee(s) as soon as practical.
- D. Assignment of additional hours of work not adjacent to the regular work day shall be made according to seniority by job classification and rotated. In the event that no employee is willing to work the additional hours, the Administration may require the least senior employee to perform the required tasks if they are unable, after reasonable attempt, to secure a substitute.
- E. An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of off-setting overtime.
- F. Employees required to attend meetings called by the Administration shall be paid regular hourly pay regardless of all other hours worked in that day or week.
- G. Employees shall be required to notify their immediate supervisor when they are going to be absent. The supervisor must be notified the night before or, in case of emergency, at least one (1) hour before their regular starting time.
- H. Nothing in this Agreement shall require the Employer to keep offices or buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or any event that causes the closing of schools. When the

schools are closed to students, due to the above conditions, fifty-two (52) week bargaining unit members shall be required to report to their job assignments unless notified by their immediate supervisor not to report.

- I. If a driver is required to prepare a map of his/her regular run, the driver will receive one (1) hour's pay per map prepared.

ARTICLE XVIII

PAID LEAVES

A. All employees covered by this Agreement shall be credited on July 1st:

1. nine month employees credited ten (10) days, with one hundred (100) days maximum accumulation.
2. twelve month employees credited eight (8) days, with thirty (30) days maximum accumulation.
3. twelve month bus driver credited twelve (12) days, with one hundred (100) days maximum accumulation.
4. twelve month paraprofessional (bus aide) credited twelve (12) days, with one hundred (100) days maximum accumulation.

Employees will be paid at their prevailing rate (not to exceed eight (8) hours) at the time sick leave is used. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Each employee shall receive three (3) days annually to be deducted from sick leave, for illness in immediate family. (for the purpose of this section, "immediate family" shall include the employee's natural parents, step-parents, spouse, children, grandparents, spouse's parents, and permanent household members.)

B. Sick leave shall be charged at one-half (1/2) day for absence up to 50% of that regularly scheduled work day and one (1) full day for absence over 50% of that regularly scheduled work day.

C. Upon prior written application, a nine month employee shall be granted one personal leave day with pay.

Upon prior written application a twelve month employee may be granted personal leave of absence either with or without pay at the superintendent's discretion.

The determination shall be based upon the nature of the request. Extensions of this or other paid leaves, if needed, may be granted at the option of the superintendent with the following stipulations:

- a) \$20 per day - nine month employees

b) \$30 per day - twelve month employees

Unused personal leave day shall become a sick day the following school year.

- D. An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, daughter-in-law and son-in-law and permanent household member.
- E. Bus drivers and paraprofessionals who at the end of their work year, have reached the maximum accumulation of allowable sick leave days (100) shall be paid one-third (1/3) of their regular daily rate of each day over the 100 days. Custodians who at the end of their work year, have reached the maximum accumulation of allowable sick leave days (30) shall be paid one-third (1/3) of their regular daily rate of each day over the 30 days.
- F. Time lost as the result of an assault on school premises, during working hours, while performing regularly assigned duties, shall not be charged against the employee's sick leave allowance, subject to the Worker's Compensation provisions.

ARTICLE XIX

VACATIONS

- A. Year-around (12-month) employees shall be entitled to vacation credited annually on July 1st according to the following schedule:
1. Upon completion of one (1) year, ten (10) work days.
 2. Upon completion of seven (7) years, fifteen (15) work days.
 3. Upon completion of fifteen (15) years, twenty (20) work days.
- B. Vacation time shall be scheduled by March 1st. Vacation calendar will be available to twelve month employees for scheduling purposes. Choice of vacation will be granted on the basis of seniority.
- C. When a holiday is observed by the employer during a scheduled vacation period, the vacation will be extended by one (1) day, continuous with the vacation.
- D. A vacation may not be waived by the employee or the Board.
- E. If an employee is hospitalized under the care of a duly-licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event that the incapacity continues through the year, the employee will be awarded payment in lieu of vacation.
- F. Pay Advance
1. If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation, provided he/she makes a request in writing two weeks prior to his/her scheduled vacation.
 2. If an employee is laid off or retired or servers his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year.
 3. A recall employee who received credit at the time of layoff in the current calendar year, will have such credit deducted from his/her vacation period upon recall.

ARTICLE XX

HOLIDAYS

- A. Twelve month employees shall have the following holidays:
1. July 4th
 2. Labor Day
 3. Thanksgiving - 2 days
 4. Christmas Eve Day
 5. Christmas Day
 6. New Year's Eve Day
 7. New Year's Day
 8. Memorial Day
- B. Good Friday shall be paid for if school is not in session.
- C. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday should fall on Sunday, the following Monday shall be observed as the holiday provided that school is not in session.
- D. Any employee required to work on a holiday shall receive double time plus regular pay (triple time).
- E. The following holidays are incorporated in the nine month employees salaries:
1. Thanksgiving Day
 2. Day after Thanksgiving
 3. Christmas Day
 4. New Year's Day
 5. Memorial Day

ARTICLE XXI

TRAINING AND EDUCATION

- A. When an employee is sent by the Administration to job-related training programs or courses, the costs of tuition, books, and supplies related to such training will be paid by the District. Employees will receive regular hourly pay if such attendance is during the employee's regular working hours.
- B. For those out-of-town programs, conferences, courses or workshops which the employee must attend at the direction of the Administration, the employee's expenses pursuant to attendance will be paid by the District. Attendance during working hours at out-of-town conferences will not cause the employee to suffer loss of pay or benefits.
- C. Payment of expenses incurred by the District pursuant to this Article will be subject to itemization (i.e., receipts), and subject to per diem reimbursement rates established by the District.

ARTICLE XXII

JURY DUTY

- A. A leave of absence will be granted to regular employees called for jury duty or witness duty by court subpoena or for court appearance on behalf of the District. Employees shall suffer no loss of pay or benefits provided that they endorse fee payment, excluding expense reimbursement, to the District.

ARTICLE XXIII

FRINGE BENEFITS

- A. For all full-time employees (full-time to mean working the regular number of hours assigned to that classification) the employer shall provide, without cost to the bargaining unit member, MESSA Pak Plan A, MESSA Pak Plan B or optional HMO Blue Care Network for the employee and his/her family.

(See Attached Schedule)

- B. Health insurance coverage is continued (through the use of accumulated sick days and Board-paid short term disability benefits) for a period of up to ninety (90) calendar days.

ATTACHEMENT ARTICLE XXIII

FRINGES: MESSA PAK / OPTIONAL HMO - BLUE CARE NETWORK

PLAN A - FOR EMPLOYEES NEEDING HEALTH INSURANCE

HEALTH SUPER CARE 1
\$5000 LIFE INSURANCE

LONG TERM DISABILITY 66 2/3 %
\$2,500 MAXIMUM
90 CALENDAR DAYS MODIFIED FILL
FREEZE ON OFFSETS
ALCOHOLISM/DRUG - 2 YEAR LIMITATION
MENTAL/NERVOUS SAME AS ANY OTHER ILLNESS

SHORT TERM DISABILITY \$12,500 MAXIMUM SALARY
CUSTODIAN ONLY HEALTH INSURANCE COVERAGE THRU 90 DAYS

NEGOTIATED LIFE \$5,000 AD&D

VISION VSP-2

DENTAL 100X:70/50/50: \$1,000

PLAN B - FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

ANNUITY \$50

LONG TERM DISABILITY SAME AS ABOVE

SHORT TERM DISABILITY SAME AS ABOVE

NEGOTIATED LIFE \$10,000 AD&D

VISION VSP-2

DENTAL 100X:70/50/50: \$1,000

PLAN C - FOR EMPLOYEES IN PLAN B THAT DO NOT NEED DENTAL INSURANCE
AND ARE INSURED WITH A SPOUSE

COST OF DENTAL INSURANCE TO ANNUITY OF THEIR CHOICE

PLAN D - FOR EMPLOYEES IN PLAN B THAT DO NOT NEED VISION INSURANCE
AND ARE INSURED WITH A SPOUSE

COST OF VISION INSURANCE TO ANNUITY OF THEIR CHOICE

PLAN E - FOR EMPLOYEES IN PLAN B THAT DO NOT NEED DENTAL & VISION
INSURANCE AND ARE INSURED WITH A SPOUSE

COST OF DENTAL & VISION INSURANCE TO ANNUITY OF THEIR
CHOICE

RETIREMENT:THE 5% RETIREMENT CONTRIBUTION SHALL BE PAID BY THE
BOARD OF EDUCATION

TWELVE MONTH EMPLOYEES / LONGEVITY SCHEDULE

12 YEARS - ONE WEEK PAY
17 YEARS - TWO WEEK PAY
22 YEARS - THREE WEEK PAY

SHORT TERM DISABILITY: EMPLOYEE MUST USE MESSA HEALTH CARRIER
OR GROUP BASIC TERM LIFE \$2.36 AT EMPLOYEES EXPENSE

ARTICLE XXIV

WAGES AND PAYROLL DEDUCTIONS

- A. Regular payroll shall be issued on Wednesday of every other week. For employees, payroll shall reflect all wages earned and reported on time sheets/cards through the second Friday of the two weeks prior to the pay day.
- B. The District will deduct from the pay of each employee from whom it received authorization to do so and make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans or programs jointly approved by the District and the Union.
- C. The payroll deduction authorization shall continue in effect from year to year unless changed by the employee during the months of August or September.
- D. Any time an employee is required to perform the duties of a higher pay classification, he/she shall receive said pay rate, (e.g., custodian who is assigned crew leader responsibilities for a day shall be paid at the higher rate, provided said assignment is for one shift or more).
- E. In recognition of services to the School District, a terminal leave payment shall be made as follows:
 - A. Terminal pay shall be granted to any employee who retires from employment with the Board, at the rate of one-half percent (1/2%) of the employee's final annual salary, for each year employed by the Board.
 - B. To be eligible for terminal leave pay, an employee must have been employed by the Board for a minimum of ten (10) years immediately prior to retirement, and must be qualified to receive retirement benefits under provisions of the Michigan Public School Employees Retirement Fund Board.
 - C. Terminal leave pay shall be paid in full to an eligible employee, upon retirement.

ARTICLE XXV

SPECIAL PROVISIONS-CUSTODIAL MAINTENANCE

- A. Custodial-maintenance employees working eight hours shall be entitled to two (2) fifteen minute coffee breaks, as assigned by the immediate supervisor.
- Custodians working 6.5 hours are only entitled to one (1) fifteen minute coffee break, as assigned by the immediate supervisor.
- B. All custodians required to work a shift of 6.5 consecutive hours or more shall be entitled to a duty-free, uninterrupted lunch period of one-half (1/2) hour.
- C. Custodian-maintenance employees desiring overtime shall signify the same by signing the overtime list at the beginning of each semester.
- D. Custodial-maintenance overtime hours shall be divided as equally as possible among regularly scheduled employees in that classification. An up-to-date list showing overtime hours will be posted monthly in a prominent place in each building.
- E. Whenever overtime is required, the maintenance or custodial person, who has signified his/her desire for overtime by signing the overtime list and who has the least number of overtime hours in that classification, shall be called first; and so on down the list in an attempt to equalize overtime hours. For the purpose of this clause, employees who do not work because they are unavailable or do not choose to work, will be charged the average number of overtime hours of the employees working during the call-out period (two-hour minimums).
- F. Assignment of substitute work will be divided as equally as possible among regular substitute employees.
- G. The district shall provide each custodial/maintenance employee with three (3) uniform changes on a weekly basis and will have coveralls available for use if needed.

ARTICLE XXVI

SPECIAL PROVISIONS-PARAPROFESSIONALS

- A. Paraprofessional employees shall be entitled to two (2) fifteen-minute coffee breaks, as assigned by the immediate supervisor.
- B. As long as it is financially feasible, paraprofessionals shall be scheduled at least six (6) hours per day.

C. Health and Safety

- 1. The Association recognized that the Employer may be required by law to provide certain "related services," for example changing diapers, cleaning intermittent catheterization (CIC) and tracheotomy cleaning, to special education students.

When related services require expertise, the Employer will endeavor to provide the services via trained personnel. In no case, however, will a bargaining unit member be required to provide related services requiring expertise, unless the following conditions are met:

- a. The member has received prior training in the procedure. Such training shall be provided at the Employer's expense, with compensation to the bargaining unit member for any overtime required to receive training.
- b. The Employer has obtained written permission from the student's parents and/or guardian(s) authorizing the procedure to be performed by a lay person with the level of training received by the bargaining unit member.
- c. A witness must be made available during execution of the procedure.

The Employer shall indemnify and save harmless from any liability bargaining unit members who administer medication to pupils when directed to do so by school supervisory personnel.

- 2. In the event no school medical personnel are employed by the District, bargaining unit members may be required to administer medication to pupils only when the following conditions are met:

- a. The parents or guardians have given prior written approval for the administration of the medication by nonmedical personnel.
- b. The aforementioned permission is accompanied by written instruction from the attending physician.
- c. A witness is provided.
- d. Necessary equipment and supplies are provided.
- e. Prior training is provided with regard to medication protocol, equipment and procedures. Such training shall be provided at the Employer's expense, with compensation to the bargaining unit member for any overtime required to receive training.

The employer shall indemnify and save harmless from any liability bargaining unit members who administer medication to pupils when directed to do so by school supervisory personnel.

ARTICLE XXVII

SPECIAL PROVISIONS - BUS DRIVERS

- A. Bus drivers will be notified of any student passenger who has an illness such as epilepsy, heart condition, diabetes, or who has a diagnosed impairment when the administration has knowledge of their condition. The administration will make the decision on whether or not to arrange for alternate transportation to the home of students who become ill during the school day.
- B. Bus drivers are responsible for acquiring a CDL License prior to being eligible for employment.
 - 1. The Board will pay the difference between the cost of the regular Driver's License and the first CDL License.
- C. Bus driver's warm-up, cleaning, safety check, and gas up is included as part of the daily route time (35 minutes). In order to protect personal clothing while washing buses, rain gear shall be available in the bus garage.
- D. Any trip other than an employee's regular run(s) will be considered an Extra Trip. The following provisions will apply to all Extra Trips:
 - 1. Extra trips will be paid from the time the employee starts the extra trip at the school or garage, until he/she arrives back at the school or garage.
 - 2. Assignment of extra trips shall be made according to seniority and rotated. For implementation of this process, Regular Substitutes shall be placed by experience at the bottom of the seniority list and become part of the extra trip rotation. Probationary Substitutes shall not be assigned to extra trips unless there are no Regular Drivers or Regular Substitutes available.
 - 3. Extra trips shall be consecutively numbered as they are received by the Director of Transportation.
 - 4. Extra trips shall be assigned at a regular weekly meeting. Drivers must be present at the meeting to be assigned an extra trip.
 - 5. Extra trips shall be posted at least twenty-four (24) hours in advance. A driver who refuses a trip which was posted late, shall not jeopardize his/her place in the extra trip seniority rotation.

- a. a driver who refuses a trip which was posted late, shall not jeopardize his/her place in the extra trip seniority rotation.
 - b. a driver who accepts a trip assignment which was posted late shall be considered to have received his/her trip assignment on that rotation.
6. A driver who accepts an extra trip but later chooses not to take the trip, shall be excluded from the next extra trip seniority rotation.
 7. Once trips have been assigned through this process, there shall be absolutely no exchanging of assignments among drivers.
 8. In the event that an assigned trip is cancelled, the driver assigned to that trip will be eligible for the next posted extra trip, except for trips already posted and assigned for the same date.
 - a. If an assigned driver shows up at the pick-up point without having been notified that the trip was cancelled, that driver will be paid thirty dollars (\$30).
 - b. A driver who accepts thirty dollars (\$30 show-up time) for a cancelled trip shall not be eligible for the next posted trip but shall continue in the seniority rotation.
 9. A driver who is assigned to an extra trip of 400 or more total miles will request in writing an expense check of approximate cost. Driver shall return receipts to central office.
 - a. drivers on overnight trips shall have all reasonable itemized expenses paid by the Board upon receipt.
 - b. drivers on all extra trips that exceed five (5) hours away from the District between the following hours will receive the designated meal allowance, paid in advance of said trip if requested:
 1. 7:00 a.m. - 8:00 a.m. = \$3.50 meal allowance
 2. 12:00 p.m. - 1:00 p.m. = \$4.50 meal allowance
 3. 6.00 p.m. - 7:00 p.m. = \$6.50 meal allowance
- E. Regular runs, morning, afternoon and Friday Kindergarten runs, will be posted along with the approximate hour value at the beginning of each year. Said runs shall be bid upon by seniority with the most senior person bidding first. Substantial alterations to established runs may necessitate a re-bidding process.

F. Unless the district can show good and just cause for prohibiting it, drivers who desire to house their buses at their homes may do so, provided that:

1. the driver lives on his/her route or on the way to the route, at least two (2) miles from the bus garage, and
2. the practice will save miles, or at least not add miles to the daily run.

Otherwise, all buses will be housed at the bus garage.

G. All school trips during the summer shall be assigned according to seniority.

H. When drivers are required to attend inservice classes (training, safety, etc.) they shall be paid at the rate of \$10 per hour.

I. Substitute assignments will be distributed among all substitute drivers.

J. Qualified personnel shall be available for communication until all afternoon runs are complete.

K. Regular drivers who voluntarily elect to return/go to substitute status shall automatically lose all accumulated seniority.

L. The parties recognize that certain transportation services and equipment are required to insure the safe maneuvering of special education and/or handicapped students in boarding and unboarding transportation vehicles, and to insure the safe transportation of the students while on board transportation vehicles. The Employer agrees to provide lifts on any vehicles transporting wheelchair students, and seat belts or other appropriate restraints for each student transported. Bus aides will be provided in the event the safety of the driver and/or passengers is compromised by the behavior and/or physical needs of the passengers.

The Employer will provide bargaining unit members with all known information concerning their passengers' handicaps. In the event the employees, pursuant to a student's IEPC or at the direction of the Employer, utilize any specialized procedures relating to medical or behavioral management, the Employer will provide prior training as to such procedures. Such training will be at the Employer's expense, with compensation to the bargaining unit member for any overtime occasioned by the training.

The Employer agrees to indemnify and save bargaining unit members harmless from any liability incurred in the transportation of special education students to and from school and school related activities.

- M. Any information and guidelines contained in the Bus Drivers Handbook SOP (Standard Operating Procedures) shall have relevance only in those areas contained in the Master Agreement.
- N. A sub driver must request a leave of absence in writing to the superintendent. When he/she will be unavailable for a period of more than two consecutive weeks. Any leave beyond the two week period will result in the loss of seniority/credit for days worked.
- O. Extra trips will be paid at ten dollars (\$10) per hour.
- P. Saturday extra trips will receive a forty dollar (\$40) bonus.
- Q. Kindergarten extra trip thirty dollars (\$30) per day.

SALARY SCHEDULE 1990-1993

BUS DRIVER - CONTRACTED FOR 180 DAYS

FORMULA TO ESTABLISH SALARY FOR 90-91:

$\$8.88 \times 2 = \$9.06 \times 2 = 9.24 \times \text{PER DAY ROUTE RATE} \times \underline{185 \text{ DAYS TO INCLUDE HOLIDAYS}}$

SPEC EDUC RUNS-ADDITIONAL \$2,000 FOR BUS DRIVER CONTRACTED 180 DAYS

BUS DRIVER CONTRACTED 260 DAYS:

SPEC EDUC RUNS-ADDITIONAL \$2,500 + ADJUSTED SALARY FOR ADDITIONAL 45 DAYS

BUS 1 BUS 2 BUS 3 BUS 4 BUS 5 BUS 6 BUS 7 BUS 8

SALARY SCHEDULE 90-91:

\$ 7,692 \$ 8,889 \$ 9,402 \$ 9,914 \$10,599 \$11,453 \$11,966 \$13,675

SALARY SCHEDULE 91-92: (3%)

\$ 7,823 \$ 9,156 \$ 9,684 \$10,211 \$10,917 \$11,797 \$12,325 \$14,085

SALARY SCHEDULE 92-93: (3%)

\$ 8,058 \$ 9,431 \$ 9,975 \$10,517 \$11,245 \$12,151 \$12,695 \$14,508

SALARIES FOR THESE EMPLOYEES CAN BE DIVIDED BY 26 PAYS FOR THE 1990-1993 SCHOOL YEAR.

SUBSTITUTE BUS DRIVER:

REGULAR RUNS FULL DAY NOT LESS THAN \$50.00

REGULAR RUNS 1/2 DAY NOT LESS THAN \$27.50

SPECIAL ED RUN FULL DAY NOT LESS THAN \$65.00

SPECIAL ED RUN 1/2 DAY NOT LESS THAN \$35.00

SALARY SCHEDULE 1990-1993

CUSTODIAN - CONTRACTED FOR 260 DAYS

- CUS 0 = NIGHT SHIFT 4 HOURS/DAY SHIFT SUMMERS 8 HRS
185 DAYS @ 4 HOURS PER DAY / 75 DAYS @ 8 HOURS PER DAY
- CUS 1 = DAY/NIGHT SHIFT @ 185 DAYS-NIGHT SHIFT + 75 DAYS - DAY SHIFT
8 HOURS PER DAY OR NIGHT
- CUS 2 = DAY SHIFT ONLY - 8 HOURS PER DAY
- CUS 3 = NIGHT/DAY SHIFT @ 185 DAYS-NIGHT SHIFT + 75 DAYS - DAY SHIFT
6.5 HOURS PER NIGHT - 8 HOURS PER DAY DURING SUMMER MONTH
- CUS 4 = DAY/NIGHT SHIFT @ 185 DAYS-DAY SHIFT + 75 DAYS -
6.5 HOURS PER DAY - 8 HOURS PER DAY DURING SUMMER MONTH
- CUS 5 = CREW LEADER

SALARY SCHEDULE 90-91

2%	CUS 0	CUS 1	CUS 2	CUS 3	CUS 4	CUS 5
	\$11,805	\$18,471	\$17,821	\$15,972	\$15,444	\$19,625

SALARY SCHEDULE 91-92

3%	CUS 0	CUS 1	CUS 2	CUS 3	CUS 4	CUS 5
	\$12,159	\$19,025	\$18,556	\$16,451	\$15,907	\$20,214

SALARY SCHEDULE 92-93

3%	CUS 0	CUS 1	CUS 2	CUS 3	CUS 4	CUS 5
	\$12,524	19,596	\$19,113	\$16,945	\$16,384	\$20,820

NEW EMPLOYEES WITH LESS THAN 90 DAYS - 10% LESS OF SALARY SCHEDULE

SUBSTITUTE CUSTODIAN:

- 8 HOUR DAY CUSTODIAN NOT LESS THAN \$60.00 / 1/2 DAY \$35.00
 8 HOUR NIGHT CUSTODIAN NOT LESS THAN \$65.00 / 1/2 NIGHT \$37.50
 6.5 HOUR DAY CUSTODIAN NOT LESS THAN \$49.00 / 1/2 DAY \$27.50
 6.5 HOUR NIGHT CUSTODIAN NOT LESS THAN \$53.00 / 1/2 NIGHT \$29.50

SALARY SCHEDULE 1990-1993

PARA-PRO - CONTRACTED FOR 180 DAYS

SALARY SCHEDULE 90-91
\$6.46 X 2% + HOLIDAYS
(185 DAYS)

7.5 HOURS	7.0 HOURS	6.75 HOURS	6.5 HOURS	6.0 HOURS
\$9,143	\$8,533	\$8,229	\$7,924	\$7,314

SALARY SCHEDULE 91-92
3%

\$9,417	\$8,789	\$8,476	\$8,162	\$7,533
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SALARY SCHEDULE 92-93
3%

\$9,700	\$9,053	\$8,730	\$8,407	\$7,759
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NEW EMPLOYEES WITH LESS THAN 90 DAYS - 10% LESS OF SALARY SCHEDULE.

SALARIES FOR THESE EMPLOYEES CAN BE DIVIDED BY 26 PAYS FOR THE 1990-1993 SCHOOL YEAR.

SUBSTITUTE PARA-PRO :

ALL DAY NOT LESS THAN \$40.00 / 1/2 DAY \$25.00

SALARY SCHEDULE 1990-1993

BUS AIDE A - CONTRACTED FOR 260 DAYS
 BUS AIDE B - CONTRACTED FOR 180 DAYS

BUS AIDE A
 SALARY SCHEDULE 90-91
 \$6.46 X 2%

7.0 HOURS

\$11,994

SALARY SCHEDULE 91-92
 3%

\$12,354

SALARY SCHEDULE 92-93

\$12,725

SALARY IS CALCULATED ON 260 WORKING DAYS - NON WORKING DAYS CAN BE SCHEDULED ACCORDING TO THE VACATION SCHEDULE FOR 52 WEEK EMPLOYEES, OR CONSIDERED DOCK TIME, OR OFFICE TIME WITH DIRECTOR OF TRANSPORTATION.

BUS AIDE B
 SALARY SCHEDULE 90-91
 \$6.46 X 2% + HOLIDAYS(185 DAYS)

7.5 HOURS 7.0 HOURS 6.75 HOURS 6.5 HOURS 6.0 HOURS

\$9,143 \$8,533 \$8,229 \$7,924 \$7,314

SALARY SCHEDULE 91-92
 3%

\$9,417 \$8,789 \$8,476 \$8,162 \$7,533

SALARY SCHEDULE 92-93
 3%

\$9,700 \$9,053 \$8,730 \$8,407 \$7,759

NEW EMPLOYEES WITH LESS THAN 90 DAYS - 10% LESS OF SALARY SCHEDULE.

SALARIES FOR THESE EMPLOYEES CAN BE DIVIDED BY 26 PAYS FOR THE 1990-1993 SCHOOL YEAR.

SUBSTITUTE PARA-PRO

ALL DAY NOT LESS THAN \$40.00 / 1/2 DAY \$25.00

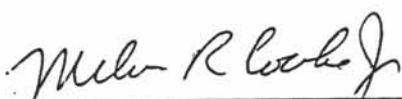
ARTICLE XXIX

TERMS OF THE AGREEMENT

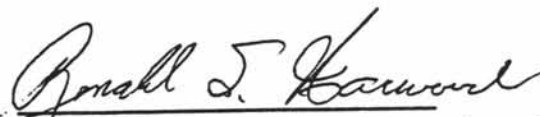
This agreement shall be effective from July 1, 1990, through June 30, 1993; at which time it will expire unless mutually extended, in writing, by both parties.

FOR THE BOARD OF EDUCATION:

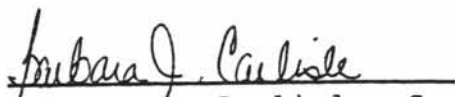
FOR THE ASSOCIATION:



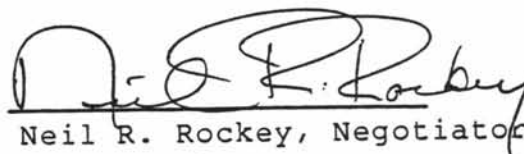
Melvin R. Cooke, Jr., President



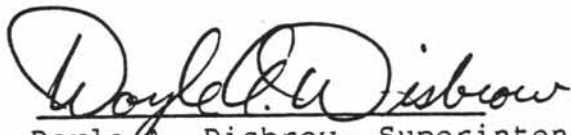
Ronald S. Harwood, Acting President



Barbara J. Carlisle, Secretary



Neil R. Rockey, Negotiator



Doyle A. Disbrow, Superintendent

November 14, 1990
Ratification Date

November 13, 1990
Ratification Date