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MASTER CONTRACT  
PINE RIVER AREA SCHOOLS

and

PINE RIVER EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

1988 - 1991

*Pine River Area Schools*

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PINE RIVER AREA SCHOOLS

1988-91

This Agreement, made and entered into this 12th day of June, 1989, by and between the Pine River Area Schools at LeRoy, Michigan, hereinafter called the "Employer" and the Michigan Education Association, NEA, hereinafter called the "Association", on behalf of its local affiliate, Pine River Educational Support Personnel Association, MEA/NEA.

## ARTICLE I - RECOGNITION

- A. The Employer recognizes the Association as the exclusive bargaining agent for the purposes of collective bargaining, and that said Association is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all personnel who are within the appropriate bargaining unit, described and defined as:

All Aides and Secretaries, excluding the Secretary to the Superintendent and Financial Secretaries, all full and part-time Custodial/Maintenance, Food Service and Transportation Personnel, excluding supervisors under the meaning of the Act.

- B. Such representation shall cover all personnel as to newly created positions in the above categories. The board agrees not to negotiate with or recognize any organization other than the "Association" for the duration of this Agreement.
- C. All personnel represented by the Association in the above defined Bargaining Unit shall, unless otherwise indicated, hereinafter be referred to as "Employees".

## ARTICLE II - MANAGEMENT RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested to it by the laws and Constitution of the State of Michigan, and of the United States, including, but not limited to:
1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
  2. Hire all employees and, subject to the provisions of the law, determine their qualifications, and conditions for their continued employment, or their dismissal or demotion, promote and transfer such employees, determine their assignments and hours to be worked.
- B. The exercise of the foregoing powers, right, 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 shall be limited only to the specific express terms of this agreement, and this only 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. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the

Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to school districts.

### ARTICLE III - EMPLOYEE RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq.; ME4SA 17.455(1) et seq., (PERA), the Employer hereby agrees that every Employee shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No Employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.
- B. The Board agrees to furnish to the Association in response to reasonable requests, all information, which is available to the public. Further, the Board agrees to provide the Association, upon request, information that will assist the Association in developing accurate and informed proposals and any information which may be necessary for the Association to process any grievance or complaint.
- C. This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.
- D. If any provisions of this Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to law, then such provision or application shall be deemed not valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be provided at the expense of the Employer thirty (30) days after it is signed and shall be presented to all Employees employed or hereafter employed by the Employer. The Association shall be provided with ten (10) copies for its use at no charge.
- F. In cases where new types of equipment or new classifications, for which rates of pay are not established by the Agreement, are to be put into use, rates governing such operations shall be subject to negotiations

between the parties. In the event the parties cannot reach agreement, the dispute will be settled through the grievance procedure.

- G. If part-time help, extra substitute and/or fill-in (excluding extra bus trips), is needed at any location, persons within the department shall be granted said hours first. Other members of the Bargaining Unit, if they are available for work, and provided that the performance of such job does not place them in an overtime pay bracket, shall then be considered for such work.
- H. Representatives of the Association shall be permitted to visit the operation of the Employer during working hours to talk with local Association representatives and members, and/or representatives of the Employer, so long as there is no interference with the progress of the work force.
- I. Whenever notification to the Association is provided, it is understood that the Association President shall receive said notification.
- J. The parties agree that they will form a joint committee consisting of three (3) representatives from the Association and three (3) representatives from the Board to formulate job descriptions for all bargaining unit positions. This committee will begin its duties no later than thirty (30) days following ratification of this contract, and will send their recommendations to the Board for its approval within nine (9) months thereafter. The Board reserves the right to make modifications to the recommendations when adopting. The Committee's task will be concluded upon the adoption of the job descriptions by the Board.
- K. Should an Employee be designated to handle the substitute teacher calling responsibility, the rate of pay will be at Six Dollars (\$6.00) per day in 1988-89, Seven Dollars (\$7.00) per day in 1989-90, and Eight Dollars (\$8.00) per day in 1990-91. Pay shall be for one hundred eighty (180) days. The Administration reserves the right to designate the person to do the calling, however, the Employee will have the option as to whether or not they assume the duties. The Employee will have the option as to how payment for this duty is made, including, but not limited to lump sum payment.
- L. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal Laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- M. The Employees shall be entitled to full rights of citizenship and no religious or political activities of any Employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee. The private and personal life of any Employee is not within the appropriate concern or attention of the Employer.
- N. The Employer agrees that it will in no way discriminate against or between Employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

- O. No Employee shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, written reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage, discharges, nonrenewal of probationary Employee or other actions of a disciplinary nature. Any such discipline, including adverse evaluation of Employee performance shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the Employee and the Association no later than at the time discipline is imposed. The parties hereby support and subscribe to the theory and practice of progressive discipline.
- P. Any Bus Driver who earns six (6) points against their driving record for convictions of drunk or reckless driving at any time in any six (6) month period shall be subject to dismissal. However, should an opening exist in another classification for which the Employee is qualified, the Employee may be considered.
- Q. Other reasons for immediate discharge include: drunkenness on the job (this is to mean impaired from doing regularly assigned tasks and substantiated by a proven measure of intoxication), theft (conviction of theft from the District), or upon receiving a third (3rd) written reprimand during a period of one (1) calendar year.
- R. Any case of assault upon an Employee, during working hours, while on school property, shall be promptly reported to the Employer. The Employer will render all reasonable assistance to the Employee in connection with handling of the incident by law enforcement and judicial authorities, not including legal action initiated by the Employee.
- S. In the event an Employee is unable to work due to an incident as described in "R" above, the Employee shall not lose pay nor be charged with sick leave. The Board agrees to pay the difference between Worker's Compensation, if applicable, and the Employee's normal weekly earnings for a period not to exceed one (1) year.
- T. If the Employee is sued in the above incident, the Employee may apply to the Employer for legal assistance. If the Employer determines that the Employee has acted within the scope of Employer policy, the Employer shall provide legal counsel to the Employee to advise him/her of his/her legal rights in the incident. It is expressly understood that the advice may include a trial but not an appeal thereof.
- U. The Employer shall reimburse Employees for any loss, damage, or destruction of clothing or personal property, excluding autos, while on duty, provided the Employee is not otherwise covered by insurance.
- V. In the event a complaint or charge is made by any person or group, said complaint/charge shall be submitted in writing. The Employee shall be given full information with respect thereto and a copy of the complaint/charge within five (5) working days, or the complaint/charge shall be dropped.
- W. When a meeting for disciplinary action is to occur, the Employee shall be entitled to have a representative of the Association in attendance. When a request for such representation is made, no action shall be taken with respect to the Employee until such representative of the Association is present.

ARTICLE IV - AGENCY SHOP AND DEDUCTION OF DUES

- A. Each Employee shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objection to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The Employee may authorize payroll deduction for such fee. In the event that the Employee shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the Service Fee from the Employee's wages and remit same to the Association. Such authorization shall continue in effect from year-to-year unless revoked according to Association procedures. Pursuant to such authorization, the Employer shall deduct an equal amount of such dues, service fees, assessments and/or contributions from each regular salary check of the Employee until the total obligation has been deducted. Within ten (10) days of the payroll deduction, the Employer shall remit all monies deducted to the Association Treasurer, accompanied by a list of Employees from whom they have been deducted and the amount deducted.
- B. The parties acknowledge that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- C. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.
- D. The Association's "Policy regarding objections to Political-Ideological Expenditures" and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union Employees. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting Employee concerning application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.



## ARTICLE V - DEPARTMENTS DEFINED

There shall be five (5) departments under the terms of this Agreement. These shall be known as:

1. Custodial/Maintenance Department
2. Food Service Department
3. Paraprofessional Department
4. Secretarial Department
5. Transportation Services Department

## ARTICLE VI - PROBATIONARY PERIOD

- A. All new Employees working for the District in positions covered by the Association shall serve a sixty (60) day probationary period. During this period, he/she may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Association members. Upon successful completion of the probationary period, the Employee shall be placed on the regular seniority list as of the first day worked. In case of discipline within the sixty (60) day probationary period, the Employer shall notify the Association in writing as soon as possible.
- B. An additional thirty (30) day probationary period may be required by the Employer where a question remains whether the Employee is to be granted permanent status, and only after notification of the Association President.
- C. The Employer will notify the Association of new employees to bargaining unit positions upon completion of their probationary period.

## ARTICLE VII - SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be defined as length of continuous service within the District. It shall begin on the first day regularly employed by the District or when an individual has substituted for a period of sixty (60) continuous working days and become a regular Employee. In the circumstance of date of hire of more than one individual beginning employment on the same date, a drawing will be conducted to determine position on the seniority list. Should there be any Employees holding the same seniority date upon ratification of this Agreement, a drawing will be conducted as outlined above within ten (10) days following ratification to determine seniority for those Employees.
- B. An Employee shall lose his/her seniority rights if he/she retires, resigns, is discharged for just cause, fails to report to work within ten (10) working days following receipt of a written recall to employ-

ment while on layoff, is laid off for a period of more than one (1) year or for a period equal to his/her period of seniority, whichever is longer. It is expressly understood that seniority is not lost during an unpaid leave of absence or a period of layoff. Any employees having their seniority dates adjusted due to either an unpaid leave of absence or a period of layoff, shall have their seniority dates appropriately adjusted upon the ratification of this Agreement.

- C. The Employer shall post a seniority list no later than October 1st of each year. This list shall be arranged in order of departmental seniority and shall be posted in a conspicuous location at each place of employment. The local Association President shall receive a copy of each seniority list published. The seniority list shall contain the name, last date hired in the district, last date hired in the department and seniority ranking within each department.
- D. In the event of a layoff, the Association shall be notified at least ten (10) working days prior to any staff reduction, except in cases of emergency. Employees to be laid off shall be so notified, in writing, at least five (5) working days prior to their release, except in cases of emergency, with copies sent to the Association President.
- E. Strict departmental seniority shall prevail in the lay-off and recalling of Employees. In reducing the work force because of lack of work or other legitimate causes, the last Employee hired shall be the first Employee laid off, and the last Employee laid off shall be the first Employee recalled; further, that said Employee meets all employment conditions originally required at the time of hire. In the laying off and recalling of laid-off personnel, the work performed by said Employee and the ability of the Employee, shall be considered as a determining factor. If all Employees within an affected department have satisfied their right to bump, and there remains a vacancy, Employees from other departments by seniority, shall have the right to bump into that vacancy, if qualified.
- F. The local Association President shall be the last Employee laid off.
- G. Any Employee laid off shall be given ten (10) working days notice of recall to work. Said notice will be mailed to his/her last known address by certified mail, return receipt requested. In the event the Employee fails to make himself/herself available for work at the end of ten (10) working days, applications may be sought through the posting procedure by the Employer, to fill the position. If the Employee fails to report for work within ten (10) working days from the receipt of notice he/she shall be considered a quit. The Employee shall maintain a current address with the Board.
- H. Whenever it is necessary to reduce the hourly working schedule of an Employee, the Employer shall give him/her two (2) weeks notice before the new schedule becomes effective. Should the Employee wish not to accept the new schedule, he/she may use his/her seniority rights to bump into a position carrying the work schedule he/she desires.

ARTICLE VIII - VACANCIES, TRANSFERS AND PROMOTIONS

- A. Unless required otherwise by law, the assignment, promotion and transfer of Employees shall conform to the provisions of this Agreement.
- B. A vacancy shall be defined, for the purposes of this Agreement, as a position previously held by an Employee, or a newly created position within the Bargaining Unit. A temporary vacancy shall be defined, for the purposes of this Agreement, as a position held by an Employee on any kind of absence for at least ten (10) working days or more. No vacancy shall be filled on a permanent basis until it has been posted for at least seven (7) working days.
- C. All notifications of vacancies shall be posted, in writing, to members of the Bargaining Unit at least five (5) working days before the notification is given to other persons or outside agencies. Said posting shall contain the following information:
  - 1. Type of work
  - 2. Location of work
  - 3. Starting date
  - 4. Rate of pay
  - 5. Hours to be worked, including starting and ending times
  - 6. Classification
  - 7. Minimum requirements
  - 8. Whether vacancy is permanent or the temporary period to be filled.
- D. Present departmental Employees shall receive first consideration for a vacancy, based upon their seniority, qualifications and ability.
- E. Successful candidates from within the Bargaining Unit shall be placed on probation for up to thirty (30) days when filling a permanent vacancy. In the event the Employee cannot qualify as determined by the Supervisor, or so chooses, he/she shall be returned to his/her former position and his/her former rate of pay. It is understood that during the serving of this probationary period, the Employee will receive his/her step rate of pay for the new position.
- F. If a vacancy is not filled with an Employee, the Employer shall notify the Bargaining Unit candidates and the local Association in writing, giving specific rationale as to why a current Employee is not hired.
- G. Necessary training for use of new types of equipment and/or procedures shall be provided to all Employees without loss of time or pay.
- H. An Employee, when temporarily required to work in a classification higher than his/her classification will be paid at the higher rate when he/she is working the position. When he/she returns to his/her regular position, the regular wage rate shall once again apply. When an Employee is required to work in a position calling for a lower rate of pay, he/she shall be paid at his/her regular rate of pay.
- I. If an Employee voluntarily moves to a lower classification position within the Bargaining Unit, he/she shall be moved to the wage step he/she currently holds (i.e., an Employee on step 2 will move to step 2 of the new classification.)

- J. If an Employee is involuntarily transferred to a lower classification position within the Bargaining Unit, he/she shall suffer no loss of pay or benefits, but shall retain his/her current salary and benefits.
- K. When transferring from one department to another, whether voluntarily or involuntarily, former departmental seniority shall not be forfeited.
- L. Any Employee involuntarily transferred to another department shall be given first consideration for vacancies in his/her former department, if qualified.
- M. All summer work not assigned to twelve (12) month Employees, will be offered first to all Employees not regularly employed during the summer months, before the position is filled from outside the Bargaining Unit. Preference will be given to those Employees outside the classification, but within the Bargaining Unit, who have previously worked during school break periods.
- N. Persons employed under this provision shall be paid at their current step and at Custodial or Maintenance rate of pay.
- O. Employees who are employed in a summer school, and/or evening school, and/or special projects program shall be compensated at their hourly rate of pay.

#### ARTICLE IX - JOB DUTIES, EVALUATION AND PERSONNEL FILES

- A. Upon completion of the job descriptions by the joint committee, each Employee shall receive a copy of his/her job description. Said job description shall include a listing of responsibilities for his/her job.
- B. Any evaluation of an Employee's work performance shall be based solely upon said job description. All monitoring or observation of the work of each Employee shall be conducted in person and with the full knowledge of the Employee by the Employee's immediate supervisor or another regularly employed administrator of the school district.
- C. Each Employee shall be evaluated by his/her immediate supervisor or another regularly employed administrator of the school district, no less than once each school year. It is understood the input to the evaluation may be received from another regularly employed administrator of the school district. The parties shall meet to jointly formulate the evaluation form and criteria. Said form and criteria shall be reviewed by the parties each year and updated as needed. Each Employee shall be informed as to the form and criteria that have been adopted by the parties.
- D. If an Employee disagrees with an evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. In no case shall an Employee's signature be construed to mean that he/she agrees with the contents of any evaluation.

- E. An Employee shall have the right, upon request, to review the contents of all records, excluding initial references, of the Employer pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review.
- F. No material originating after the initial employment shall be placed in an Employee's personnel records unless he/she has had an opportunity to review said material. The Employee may submit a written notation regarding any material and the same shall be attached to the material in question. If an Employee is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.
- G. No disciplinary material placed in an Employee's personnel file may be used for any reason after three (3) years of said material's existence.

#### ARTICLE X - ASSOCIATION ACTIVITIES

- A. The Employer recognizes the right of the local Association to elect representatives and local officers from within its membership. The Association shall furnish to the Employer's administrative representatives the names of all authorized representatives of the local Association, and the office they are holding.
- B. The Employer shall furnish to the Association, upon request, all information necessary for the Association to represent its members.
- C. Upon written request, the Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program.
- D. Upon written request by the Association, members shall be permitted to use Employer equipment (for Association use), including typewriters, mimeograph machines, off-set items, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- E.
  - 1. Classification representatives and local Association Officers shall be permitted reasonable time to conduct Association business. There shall be no loss in pay for any local Association member involved in the presentation and processing of any grievance or the negotiations of any Master Agreement. There shall be no loss in pay for the conducting of other day-to-day Association business, so long as that time used does not exceed a total of one (1) working hour per authorized Association representative per week. Any time spent in handling grievances or the negotiations of any Master Agreement shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Association Representative.
  - 2. In the final year of this Master Agreement the Association will be granted six (6) days with pay for negotiation preparation.

F. The Employer agrees to grant two (2) days per year to any Employee designated by the Association to attend a labor convention, training seminar, or serve in any capacity or other official Association business provided that:

1. Written request is given to his/her supervisor five (5) days prior to the absence, and
2. Approval of such request is granted by the Superintendent.

#### ARTICLE XI - LEAVES OF ABSENCE

##### A. Sick Leave

1. All Employees working twelve (12) months per year shall, at the beginning of each school year, be credited with twelve (12) days sick leave. All Employees working less than twelve (12) months per year shall, at the beginning of each school year, be credited with ten (10) days sick leave.
2. Sick leave shall be used for illness or disability of the Employee or immediate family, and shall accumulate to one hundred (100) days. Immediate family shall be defined as: spouse, children, parents, siblings, in-laws, dependents living in the same household of said Employee.
3. Whenever an Employee retires or severs employment from the Pine River Area Schools after five (5) years of employment, the Employer shall pay at a rate of Thirteen Dollars (\$13.00) in 1988-89, Fourteen Dollars (\$14.00) in 1989-90, and Fifteen Dollars (\$15.00) in 1990-91 per full day for all accumulated sick leave.
4. a. Employees shall notify their immediate supervisor as soon as possible when they will be absent from work. The Employee will indicate the approximate period of absence. Should the period of absence be more or less than reported, said change shall be reported by the Employee to the immediate supervisor. Emergency situations will be taken into consideration.  
b. The Employer may require a physician's statement in cases of absence of three (3) consecutive days or more.
5. In cases of prolonged illness where the Employee has submitted a physician's statement, the Employee is not required to make daily contact with the immediate supervisor.
6. In the case of sick leave being used in conjunction with legal holidays, circumstances presenting unusual conditions, will, upon request, be reviewed by the Superintendent to determine whether such time will be granted. However, in cases of an Employee on continued paid sick leave, there shall be no question.
7. Any Employee who suffers an on-the-job disease or injury, which is compensable under the Michigan Worker's Compensation Law, may



#### D. Military Leave

A leave of absence without pay for military service for one (1) enlistment period, shall be granted upon written request of any Employee who enters a branch of the armed services of the United States. An Employee returning from military service shall be returned to work per statute.

#### E. Child Care Leave

A child care leave, without pay, for a period of not more than one (1) year may be granted an Employee upon written request to the Superintendent.

#### F. Jury Duty/Court Attendance

A leave of absence shall be granted to an Employee subpoenaed to appear as a witness in court as a result of his/her performing the regular work assignment, or when an Employee is called for jury duty. The Employee shall be paid his/her daily salary, and the daily witness/jury fee (not including travel allowances or reimbursements of expenses) shall be given to the school district.

#### G. Conditions of Leaves

1. In the event an Employee takes paid leave time (sick or vacation), the Employee's benefits (leave accumulation, insurance, etc.) shall continue to accrue or be paid as though they were working.
2. An Employee who takes an unpaid leave of absence due to illness or injury which incapacitates him/her and whose sick leave has been exhausted, shall have their insurance paid for a period of thirty (30) calendar days, at which time all payment and benefits shall cease. If an Employee has exhausted his/her sick leave and additional days are donated by other Employees, the Employee shall receive the benefits as provided in No. 1 above for the period of time donated.
3. In the case where an Employee on extended illness has exhausted all his/her sick leave accumulation, the remaining members of the Bargaining Unit may, at their own choosing, each transfer no more than two (2) days annually of their sick leave accumulation to be used by the Employee on extended illness.
4. The Employer reserves the right to require a physicians's certification from the Employee concerning any illness and/or injury, and a physician's verification of the Employee's ability to return to work upon completion of the leave.
5. An unpaid leave of absence may be granted by the Employer. The request for leave shall be submitted as soon as possible and shall specify the reason for the request. It is agreed such leaves shall be at the sole discretion of the Employer. An Employee who takes an unpaid leave of absence shall not receive paid insurance or benefits for the time he/she is off from work.



ARTICLE XII - HOLIDAYS AND VACATIONS

- A. All Employees covered by this Agreement shall receive the following paid holidays each year, provided such Employees are on the payroll at the time of the holiday. If the holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Opening day of deer season when school is not in session  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24  
Christmas Day  
December 31

- B. Holiday pay shall be based on the Employee's normal work hours and rate of pay.

C. General Provisions

1. Vacations will be based on the Employee's normal daily work hours and rate of pay,
2. Vacations shall be granted during the period established by the Employer, considering both the wishes of the employees and efficient operation of the department concerned.

- D. Employees shall earn vacation as follows:

0 through 2 years	one week
3 through 5 years	one and one-half weeks
6 through 10 years	two weeks
11 through 15 years	two and one-half weeks
16 through 20 years	three weeks
21 years and above	four weeks

- E. Any Employee with at least twelve (12) months of employment with the Employer who quits or retires shall receive payment for his/her credited vacation days.

- F. Vacation time shall be pro-rated from the date of employment to the first succeeding July 1, and thereafter shall be computed only from July 1 to June 30 each year so long as the individual remains in the employ of the Board.

G. Less Than Twelve-Month Employees

1. Such vacation shall be taken at the Christmas and Spring vacation periods. Should the Employee have unused vacation at the end of the school year, he/she shall receive a lump sum payment.

2. Employees who are to receive one (1) week paid vacation shall take their vacation in a period of consecutive days. Employees who receive two (2) or more weeks paid vacation may take up to one (1) week of vacation time in one (1) or more day periods of time. The remaining amount of vacation time must be taken in a period of consecutive days. However, vacation time may be split into one (1) or more weeks, but only with one preference, and with the approval of the Employer.
3. A vacation shall not be postponed from one year to another. Vacation shall be taken during the year immediately following the year in which the vacation was earned. Vacations shall be forfeited unless completed during each year. However, if an Employee is on a medical leave, he/she may elect to receive his/her vacation time if they have exhausted accumulated sick leave.
4. A vacation shall not be waived by an Employee and extra pay received for work during that period.
5. When a holiday falls on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation. Should the holiday fall on a Saturday or Sunday, the Employee shall receive the regular pay for the holiday as provided elsewhere in this Agreement.
6. Should more than one Employee request the same or similar vacation time, seniority shall be the determining factor. All vacation requests must be submitted in writing and approved by the immediate supervisor.

#### ARTICLE XIII - COMPENSATION, HOURS OF WORK AND OVERTIME

##### COMPENSATION

- A. The salaries of Employee positions are as shown in Appendix A, which is incorporated as a part of this Agreement.
- B. All Employees covered by this Agreement shall be paid in full every two (2) weeks on Friday, provided that one (1) week's pay shall be withheld from each Employee to allow accurate payroll computations.
- C. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose for each two (2) week period. The Employee shall be responsible for maintaining these check stubs to provide his/her own up-to-date record, provided, however, that the Employer will provide the appropriate year-end reports and forms to each Employee for income tax purposes.
- D. Employees shall not be required to have their own vehicles present at their place of regular employment. When an Employee is assigned by his/her supervisor to use his/her own automobile to perform bargaining unit work, he/she shall be reimbursed at the current IRS approved rate.

Any Employee who is assigned to more than one building per day shall be reimbursed at current IRS approved rate for miles traveled during working hours from one building to the other. Employees regularly assigned to more than one (1) building on full day basis will not be reimbursed for mileage.

Should the Districtwide policy for mileage reimbursement be increased above the IRS approved rate, said increase will be implemented.

- E. Should an Employee be called in from home during their off-duty time, they shall be guaranteed two (2) hours of work or pay provided they report as assigned.
- F. The Employer shall not require any Employee to attend a conference at the Employee's expense.

#### Lodging and Meals - Bus Drivers

- G. Provided the Employee is unable to make arrangements before or after departing for said trip, meals for an out-of-town trip of four (4) hours or more shall be paid as follows:

If on an extra trip between the hours of (see below) the Employer will pay:

6:00 a.m. - 8:00 a.m.	Breakfast	\$4.00
11:00 a.m. - 1:00 p.m.	Lunch	5.00
5:00 p.m. - 7:00 p.m.	Dinner	6.00

Meals do not have to be eaten during the above hours.

- H. Notation of meal allowance will be made on the Employee's time sheet, and reimbursement shall be made once a month in a check separate from the Employee's paycheck.
- I. In the event the Driver is unable to eat in a restaurant because of locality or time constraints, or opts to bring his/her own meal, he/she shall still be reimbursed at the above rates.
- J. Should lodging be necessary during an extra trip, the actual cost incurred by the Employee shall be reimbursed by the Employer.
- K. It is understood that on all overnight trips, Employees will be paid for eight (8) hours unless an emergency should occur requiring additional hours.

#### HOURS OF WORK

- L. The work week is established as five (5) days a week, from Monday through Friday.
- M. During the 1988-89 school year, Employees in the Paraprofessional and Secretary classifications shall receive a one-half (1/2) hour paid lunch hour as has been past and current practice. This practice shall cease as of September 1, 1989.
- N. The work year for Paraprofessionals shall be the school year or in conjunction with the Article or Chapter Programs.
- O. The work year for school year Secretaries shall be from one week prior to the opening of school to one week following the closing of school.

- P. The work year for twelve (12) month Employees shall be fifty-two (52) weeks.
- Q. A fifteen (15) minute paid break shall be allowed for each three and one-half (3 1/2) consecutive hours of work.
- R. In the event the Employer decides to extend any Employee's work year, the position for the extended time shall be posted. If no qualified applicant applies, the Employer may assign an Employee to the position.
- S. During the life of this Agreement the Employer shall make every effort to decrease the ratio of student to Paraprofessional time on the playground.
- T. Extra trips shall be offered on the basis of a seniority rotation list of all Bus Drivers. If all Bus Drivers on the list refuse the extra trip, the least senioried Bus Driver will be required by the Employer to perform the extra trip.
- U. It is understood that two current Employees have a regular weekly work schedule in excess of forty (40) hours, and those Employees shall be allowed to continue said schedule as long as the work hours are available. However, no other Employees, current or new to the Employer, shall be allowed to hold any combination of positions that results in a total regular work week in excess of forty (40) hours.

#### Inclement Weather Days

- V. In the event school is closed for inclement weather, certain Employees may be asked to report for work. If called into work, the Employee will receive time and one-half compensation. The Employee will have the choice of taking the salary or compensatory time.
- W. Employees shall be paid for inclement weather days, but all Food Service Department Employees must work a minimum of one hundred eighty (180) days.

#### OVERTIME

- X. Overtime worked in excess of forty (40) hours in any one (1) week shall be compensated at one and one-half (1 1/2) times the Employee's hourly rate. Hours absent when an Employee is on paid leave shall be counted as hours worked when computing overtime. If any Employee (other than Bus Drivers) works on Saturday, he/she shall be paid one and one-half (1 1/2) times his/her hourly rate. If any Employee works on a holiday or Sunday, he/she shall be paid two (2) times his/her hourly rate.
- Y. Overtime work will be permitted only when authorized by the immediate supervisor.
- Z. Emergency duty overtime work shall be rotated according to seniority by building, by department, and by classification. The senior Employee will be first called, and the next senior Employee in like manner until the crew is assembled. In the event a crew cannot be assembled after the least senior Employee is called, the Employees will be called in reverse order and Employees must report for emergency duty until the crew is assembled.

### Compensatory Time

- AA. Compensatory time in lieu of payment for overtime will be at the Employee's option under the following conditions:
1. Compensatory time will be computed at the appropriate rate of overtime.
  2. Compensatory time may be accumulated to a maximum of one hundred (100) hours, thereafter all overtime shall be paid at the appropriate rate.
  3. The Employee must schedule the use of compensatory time with his/her supervisor prior to the use thereof.
  4. Any Employee terminating employment will be paid for the balance of accumulated compensatory time at a rate not less than the average regular rate of pay over the Employee's last three (3) years of employment or the final regular rate of pay, whichever is higher.

### ARTICLE XIV - INSURANCE BENEFITS

- A. All Employees who are working for the school district as of the ratification of this Agreement will receive full-time employee benefits.
- B. Employees working a minimum of twenty (20) hours per week or driving at least two (2) runs per day, shall be provided, at the Employer's expense, the following benefits:
1. Fully paid MESSA Super Care 2 health insurance for twelve (12) months, including full family, self and spouse/child, or single subscriber.
  2. Full family MESSA Delta Dental Plan "C", which is 50% Class I and 50% Class II benefits.
  3. MESSA Group Term Life Insurance in the amount of \$5,000 with AD&D.
- C. In lieu of MESSA Super Care 2 health insurance, Employees may elect to receive \$65 per month for the 1988-89 school year, \$80 per month for the 1989-90 school year and \$100 per month for the 1990-91 school year, for twelve (12) months placed in an annuity of their choice. Annuities available are: Farm Bureau, Equitable, Prudential, Mutual Benefit, and Variable Annuity Life Insurance.

The decision to take the health insurance or the annuity will be made by the Employee each year by June 15th. If during the year, the Employee must begin health insurance coverage, payment to the annuity will be stopped as of the end of the month prior to the first month of health coverage.

- D. The Employer shall provide \$5,000 in MESSA Term Life Insurance with AD&D. Beginning September 1, 1989, the Employer shall provide \$7,500 in MESSA Group Term Life Insurance. Beginning September 1, 1990, the Employer shall provide \$10,000 in MESSA Group Term Life Insurance.
- E. Beginning September 1, 1990, the Employer shall provide without cost to each Employee covered in A and B above, MESSA Vision Service Plan 2 (VSP 2) for all Employees and their eligible dependents as defined by MESSA.
- F. Employees who work less than outlined in B above (20 hours per week or 2 runs a day) shall be entitled to the following benefits:
  - 1. First year of employment: 75% of MESSA Super Care 2 full family premium, 100% of MESSA Group Term Life Insurance premium, and 50% of MESSA Delta Dental Plan "C" full family premium.
  - 2. Second year of employment: 85% of MESSA Super Care 2 full family premium, 100% of MESSA Group Term Life Insurance Premium, and 75% of MESSA Delta Dental Plan "C" full family premium.
  - 3. Third year of employment: 100% of MESSA Super Care 2 full family premium, 100% of MESSA Group Term Life Insurance premium, and 100% of MESSA Delta Dental Plan "C" full family premium.
  - 4. OR, in lieu of these benefits, Employee may choose to select annuities as outlined in C. above.

#### ARTICLE XV - GENERAL TERMS

- A. Should the Employer require any Employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.
- B. If any Employee is required to wear any kind of uniform as a condition of employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer, except that the Mechanic shall be provided \$15.50 per month toward the uniforms obtained through the linen service.
- C. Safety equipment will be made available to the Employees by the Employer when needed as determined by the Employer or required by law. When special clothing or equipment is required by the Employer, to perform special work assignments, such special clothing or equipment shall be furnished by the Employer.
- D. Buses will be parked at the home of the Bus Driver to which they are assigned, unless determined otherwise by the Transportation Supervisor.
- E. No Employee shall be charged for loss or damage unless clear proof of negligence is shown. Should there be a dispute relative to negligence by the Employee, the matter will be resolved through the grievance procedure.

- F. No probationary Bus Driver shall be eligible for extra trips during his/her probationary period.
- G. All special trips involving sixteen (16) or more students shall be driven by a Bus Driver member of the Bargaining Unit. If a special trip is not school district funded, it is understood that non-school owned transportation may be used, however, if school vehicles are used, Bus Driver Employees shall be afforded the opportunity to drive the special trip.
- H. Employees shall be required to punch a time clock or complete a time sheet at the end of each scheduled work day. The decision as to whether the Employees will punch a clock or keep a time sheet shall be made by the Employees' immediate supervisor. Time records will be reviewed and initialed by the immediate supervisor at the end of each pay period with a copy to the Employee. Should there be a dispute relative to information on a time record, said information will be made available to the Association only with the consent of the Employee involved, and the grievance procedure will be used for resolution.
- I. Each school year, in-service shall be provided by the employer for the purpose of departmental in-service training. This in-service may be accomplished by participation in the ISD in-service, however, Employees may use the ISD in-service as paid work time if ISD in-service is not available to them.

#### ARTICLE XVI - EXTERNALLY FUNDED PROGRAMS

- A. After sixty (60) days, persons employed through the use of CETA funds and/or funds provided through State or Federal programs, shall be treated in all respects as regular Employees and shall be covered by and comply with all terms and provisions of the Agreement.
- B. The parties further agree that it is not their intent to replace or displace through the use of CETA funds and/or funds provided through other State or Federal programs, either in whole or in part, in any way, Employees employed on the effective date of this Agreement, or to cause the loss of work or wages or employment benefits of the same.

#### ARTICLE XVII - SUBCONTRACTING

The duties of any Employee or the responsibilities of any position in the bargaining unit shall not be reduced or contracted to any person(s) not covered by this Agreement without the prior notification of the Association.

#### ARTICLE XVIII - MAINTENANCE OF STANDARDS

The Employer will make every effort, pursuant to the financial condition of the school district, to maintain all conditions of employment relating to

wages, hours, terms and conditions of employment at no less than the highest minimum standards in effect at the time of signing this Agreement.

## ARTICLE XIX - GRIEVANCE PROCEDURE

### A. Definition

A claim or complaint by an Employee or group of Employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any established practice, rule, order, policy, or regulation affecting Employee's working conditions, may be processed as a grievance as hereinafter provided. (This is not to be interpreted to mean the Board cannot change policy as long as such policy is fairly applied, once it is adopted by the Board.)

### B. Procedure

1. Informal: When a cause for complaint occurs, the affected Employee(s) shall within seven (7) working days request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association shall be notified and a representative thereof present with the Employee at such meeting. If the Employee is not satisfied with the result(s) of the meeting, or if the immediate supervisor refuses to provide such meeting, within seven (7) working days of the request, he/she may formalize the complaint in writing as provided hereunder.
2. Formal - Step One: If a complaint is not resolved at the informal level, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within seven (7) working days of the meeting between the supervisor and the affected Employee(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within seven (7) working days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
3. Formal - Step Two: If the Association is not satisfied with the disposition of the grievance at Level One and if no disposition has been made within seven (7) working days of receipt of the grievance, the grievance shall be transmitted to the Superintendent of Schools. Within seven (7) working days after the grievance has been so submitted, the Superintendent shall meet with the Association on the grievance. The Superintendent, within ten (10) working days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).
4. Formal - Step Three: If the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within ten (10) working days of receipt of the grievance, the grievance shall be transmitted to the Board of Education. The Board shall hear the grievance at its next regularly scheduled



meeting. Within seven (7) working days after conclusion of the hearing, the Board shall render a written decision thereon with copies to the Association and the grievant(s).

5. Formal - Step Four: If the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the period above provided, the Association may submit, within ten (10) working days, the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

C. The Association, at its option, may process a grievance via the expedited arbitration procedure outlined as follows:

1. If the dispute is not resolved to the Association's satisfaction following the disposition of the Board of Education, the Association may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.
2. Both parties agree to be bound by the decision of the arbitrator.
3. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. Miscellaneous Conditions

1. The term "days" when used in this Article shall mean working days. Time limits may be extended by mutual written agreement.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal - Step two of the grievance procedure.
4. If any Employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any Employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
5. For the purpose of assisting an Employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer

shall permit an Association Representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected Employee or any issue in the proceedings in question. It is understood that said Employee(s) shall have signed an authorization for such an inspection. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

6. An Employee who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ School District \_\_\_\_\_

DISTRIBUTION OF FORM:

- 1. Superintendent
- 2. Immediate Supervisor
- 3. Association
- 4. Grievant

Submit to Immediate Supervisor in Duplicate:

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
_____	_____	_____	_____
_____	_____	_____	_____

STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition of Immediate Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

D. Disposition of Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Attach Additional Sheets as Necessary

STEP II

A. Date Received by Superintendent: \_\_\_\_\_

B. Disposition of Superintendent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP III

A. Date received by Board of Education: \_\_\_\_\_

B. Disposition of Board of Education: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP IV

A. Date submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Attach Additional Sheets as Necessary

ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1988, and shall continue in full force and effect through August 31, 1991. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date.

If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration, this Agreement shall expire at such expiration date unless it is extended by written mutual agreement by the parties.

SIGNATURES

PINE RIVER AREA SCHOOLS

MICHIGAN EDUCATION ASSOCIATION

Debra J. Davis  
Mary J. Sullivan

Donna M. Luth  
David Dickinson Sec. P.R.E.S.P.A MEA/NEA

## APPENDIX A

## SALARY SCHEDULE

## CLASSIFICATIONS:

## STEPS:

		1	2	3	4
<u>Custodial/Maintenance Department</u>					
Custodian I	88-89	6.55	6.95	7.35	7.75
	89-90	7.10	7.50	7.90	8.30
	90-91	7.60	8.00	8.40	8.80
Maintenance I	88-89	7.85	8.25	8.65	9.05
	89-90	8.25	8.75	9.25	9.75
	90-91	8.70	9.20	9.70	10.20
Maintenance II	88-89	6.90	7.30	7.70	8.10
	89-90	7.40	7.80	8.20	8.60
	90-91	7.90	8.30	8.70	9.10
<u>Food Service Department</u>					
Head Cook	88-89	6.20	6.60	7.00	7.40
	89-90	6.60	7.00	7.40	7.80
	90-91	7.00	7.40	7.80	8.20
Cook	88-89	6.05	6.45	6.85	7.25
	89-90	6.45	6.85	7.25	7.65
	90-91	6.85	7.25	7.65	8.05
Food Service Worker	88-89	5.55	5.95	6.35	6.75
	89-90	5.95	6.35	6.75	7.15
	90-91	6.35	6.75	7.15	7.55
<u>Paraprofessional Department</u>					
Paraprofessionals	88-89	6.00	6.40	6.80	7.30
	89-90	6.46	6.96	7.46	7.96
	90-91	6.96	7.46	7.96	8.46
<u>Secretarial Department</u>					
Secretaries	88-89	6.80	7.20	7.60	8.05
	89-90	7.17	7.67	8.17	8.67
	90-91	7.67	8.17	8.67	9.17

Transportation Department

Mechanic I	88-89	7.60	8.00	8.40	8.80
	89-90	7.85	8.35	8.85	9.35
	90-91	8.30	8.80	9.30	9.80
Mechanic II	88-89	6.20	6.60	7.00	7.40
	89-90	6.70	7.10	7.50	7.90
	90-91	7.20	7.60	8.00	8.40
Bus Driver	88-89	6.20	6.60	7.00	7.40
	89-90	6.70	7.10	7.50	7.90
	90-91	7.20	7.60	8.00	8.40
Minimum Trip	88-89	9.75	10.25	10.75	11.25
	89-90	10.53	11.03	11.53	12.03
	90-91	10.98	11.48	11.98	12.48
Field Trips Portal-to-Portal	88-89	5.75	6.25	6.75	7.25
	89-90	6.20	6.70	7.20	7.70
	90-91	6.65	7.15	7.65	8.15
Minimum Trip	88-89	18.68	19.18	19.68	20.18
	89-90	19.13	19.63	20.13	20.63
	90-91	19.58	20.08	20.58	21.08

NOTE: All probationary employees will begin at a rate \$.40 below the beginning rate in their classification.

LONGEVITY

- A. Beginning with the twelfth (12) year of employment with the District, an Employee shall receive \$200 each year for longevity, not to be compounded.
- B. Beginning with the sixteenth (16) year of employment with the District, an Employee shall receive \$400 each year for longevity, not to be compounded.
- C. Longevity shall be payable on the first check in December in a lump sum. Unpaid time shall not count toward meeting the longevity requirement. If eligibility is not met by December 1st, the Employee shall not receive longevity for that year, or the higher rate achieved in the 16th year.
- D. Paraprofessionals and Secretaries will be given longevity beginning in the second year (1989-90) of the Agreement.

RETROACTIVITY

This Agreement shall be retroactive for the Paraprofessionals and Secretaries to July 1, 1988, and to September 1, 1988 for all other classifications covered by the Agreement.

APPENDIX B

The parties have agreed to eliminate the three (3) working supervisor positions from the bargaining unit. The following contains the understandings of the parties in taking this action:

1. The employees currently holding the three (3) working supervisor positions will be transferred out of the bargaining unit with the positions.
2. The bargaining unit work currently being performed by the three (3) working supervisors as of the ratification of this Agreement shall remain bargaining unit work, but allowed to be performed by non-bargaining unit members.
3. Bargaining unit work performed by the three (3) working supervisors shall not be increased beyond that which is currently being performed.
4. There shall never be more than three (3) working supervisors employed in areas covered by this bargaining unit.
5. The Transportation Supervisor is currently driving one (1) run per day, and may continue to do so, however, will be given the shortest run available. He/she may be given a second run, but only on a temporary basis, and not in lieu of any bargaining unit member on lay off.
6. The Custodial/Maintenance Supervisor will continue to perform maintenance duties, but not so as to supplant any bargaining unit member or bargaining unit work.
7. The Food Service Supervisor shall continue to perform bargaining unit work as is currently the practice, however, no additional duties currently performed by other bargaining unit members may be added.
8. The Employer agrees not to bargain with these three (3) working supervisors on wages, hours, terms and conditions of employment until both parties have ratified this Agreement.

FOR BOARD OF EDUCATION

FOR ASSOCIATION

