

MASTER AGREEMENT

BETWEEN THE

WHITE PINE SCHOOL DISTRICT

AND THE

WHITE PINE EDUCATION SUPPORT
PERSONNEL

WUPEA/MEA-NEA

1993-94

White Pine School District

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PREAMBLE

This Agreement is entered into on the 1st day of July, 1993, by and between the White Pine School District of the City of White Pine, Michigan, hereinafter called the *Board* and the White Pine Michigan Education Support Personnel Association, hereinafter called the *Association*. The signatories shall be the sole parties to this Agreement.

WHEREAS, The Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its bargaining unit members with respect to hours, wages, terms and conditions of employment; and

WHEREAS, The parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, In consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative of its employees listed as follows:

All full-time and part-time secretarial, clerical, custodial, bus drivers, and cooks, including among others, high school and elementary secretaries, custodial-bus drivers, custodians, head cook, and assistant cooks, excluding all others.

- B. Temporary personnel not in the bargaining unit may be utilized by the Board to substitute for regular employees who are on leave, sick or otherwise absent from their regular bargaining unit position. In the event of layoff of any regularly employed Association member the parties agree that such personnel will not be used to supplant or replace a laid-off member.

ARTICLE II

Employer Rights

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation the right to:
1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
 2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as action does not conflict with the seniority and layoff and recall provisions of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, including physical conditions.
 7. Determine the number and location or relocations of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organizations, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE III
Association Rights

- A. The Association shall have the right to use the school facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association shall pay the cost of all materials and supplies or other costs incident to such use.
- B. The Board agrees to furnish to the Association, in response to written requests, information concerning the financial resources of the District, together with information which may be necessary for the Association to process any grievance or complaint.
- C. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.
- D. The Association shall have the right to use up to three (3) days without pay for Association business.
- E. The Association shall have the right to post notices of activities and matters of Association concern in a designated area in each building.
- F. Duly authorized representatives and their respective affiliates shall be permitted to transact official association business on school property outside of the school day at reasonable times, provided that this shall not interfere with or interrupt normal school operations.

ARTICLE IV

Association Security (Agency Shop)

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association or pay a service fee to the Association equal to dues and initiation fees uniformly charged for membership for the duration of this agreement.
- B. Employees covered by this agreement who are not members of the Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Association or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this agreement, and such condition shall be required for the duration of this agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment to become members of the Association or pay a service fee to the Association equal to dues and initiation fees required for membership for the duration of this agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.
- D. The Association agrees to indemnify and save the Employer and including each individual 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.

ARTICLE V

Payroll Deduction

- A. The Board shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so, the required amount for the payment of dues. Such dues accompanied by a list of bargaining unit members from whom they have been deducted from each, shall be forwarded to the Association no later than thirty (30) days after the deductions were made.
- B. A bargaining unit member who shall tender or authorize the deduction of membership dues required as a condition of acquiring or obtaining membership in the Association shall be deemed to meet the conditions of this Article so long as the bargaining unit member is not more than sixty (60) days in arrears of payment of such dues.
- C. The Association shall notify the Board thirty (30) days prior to any change in its dues.
- D. The Association shall indemnify and save the district including individual Board members harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.

ARTICLE VI
Grievance Procedure

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of, or failure to re-employ, a probationary employee; except for Association activity.
 2. Any matter for which there is recourse under State or Federal Statutes.
- B. The Association shall designate a grievance committee to handle grievances when requested by the grievant. The Board hereby designates the immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term *days* as used herein shall mean scheduled work days.
- D. Written grievances as required herein shall be filed on the form in Appendix A. Any grievance not filed in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations herein after set forth.
- E. **Level One:** A grievant alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the immediate supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two: A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the immediate supervisor and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days of the discussion appeal same to Level Three.

Level Three: A copy of the written grievance shall be filed with the Board or their designated agent as specified in Level Two with the endorsement thereon of the approval or disapproval of the Association within five (5) days of receipt of the grievance. The Board or their designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance.

Within five (5) days of the discussion, the Board or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Immediate Supervisor, the Superintendent, and place a copy of same in a permanent file in the Board office. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within eight (8) days of the discussion appeal same to Level Four.

Level Four: Individual grievants shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty (20) days after the decision of the Board or their designated agent refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.
2. Each party shall submit to the other party not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing. Neither party may raise a new defense or ground at the arbitration hearing not previously raised or disclosed to the other party.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. He shall have no power to establish salary scales or to change any salary.
 - c. He shall have no power to interpret state or federal laws.
 - d. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the merits of the grievance until the arbitrability has been determined in a separate award.

- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- G. All preparation or consideration of grievances shall be held at times other than when an employee or participating Association representative are to be at their assigned duty station.
- H. If any of the time requirements of the above procedures are not met, the grievance shall be automatically moved to the next step. The time requirements shall be strictly observed, but may be waived or extended by written agreement of the parties.

ARTICLE VII

Personnel Files and Employee Competence

- A. An Association member shall have the right to review the contents of all records as required by law, excluding initial references of the Board pertaining to said individual, originating after the initial employment, and to have an association representative present at such review.
- B. No material originating after the initial employment shall be placed in an Association member's personal record unless employee has had an opportunity to review said material. The Association member may submit a written notation regarding any material and the same shall be attached to the material in question. If the bargaining unit member believes the material placed or to be placed in employee's file is inappropriate or in error, the employee may receive adjustment, provided cause is shown. If an Association member is requested to sign material to be placed in employee's file, such signature shall be interpreted to mean agreement with the material's content.
- C. An Association member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have any Association representative present.

ARTICLE VIII

Discharge, Demotion, and Suspension

- A. Discharge, demotion, suspension or any other disciplinary action applied to an Association member shall be made only for reasonable and just cause and in accordance with the policies and provisions of this Agreement. Transfer to a position of like job description and pay shall not constitute demotion.
- B. New employees shall be considered to be in a probationary period during their first ninety (90) days of work. Upon completion of the probationary period the Board shall notify the employee and the Association. A probationary employee shall not be granted the use of the grievance procedure if she/he is discharged, demoted, or suspended.
- C. When non-probationary employees are disciplined, they shall be notified in writing stating the reason for such action. In the event the discipline or discharge of a non-probationary Association Member is found to be without just cause, the Board may order reinstatement and payment of lost wages.
- D. An employee shall be entitled to have present a representative of the Union during any meeting which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under the provisions of this Agreement.

ARTICLE IX

Seniority

- A. Seniority shall be defined as length of consecutive service within the District within classifications defined in this agreement. In the circumstance of more than one individual beginning employment on the same date, prior substitute service, if any with the Board shall be counted.
- B. Association members whose work assignment is less than the normal contractual year shall receive one (1) year of seniority credit based upon the normal length of the assignment.
- C. An Association member will lose his/her seniority rights if he/she retires, resigns, is discharged, or fails to report for work within ten (10) days following receipt of a written recall to employment while on layoff, or if the Association member is absent from work for five (5) consecutive days without notifying the Employer. In unusual circumstances, the Employer reserves the right to make exceptions to the above.

ARTICLE X

Hours of Work

- A. The normal working hours for bargaining unit employees are as follows:
1. Twelve (12) month employees (Custodial/Maintenance/Bus Drivers/Head Cook): The normal work week shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday, including two (2) fifteen (15) minute daily relief periods, and including a 1/2 hour lunch period.
 2. School year employees (High School Secretary and Assistant Cook/Records Clerk): The normal work week shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday, including two (2) fifteen (15) minute daily relief periods, and including a 1/2 hour lunch period. Work begins two 2 weeks prior to the school year and ends two 2 weeks after the school year.
 3. Nothing in this section shall be construed to prohibit the use of regular part-time employees.
- B. The working schedule of the employees can be adjusted between the hours of 7:00 a.m. and 11:00 p.m. providing the employee and the employee's immediate supervisor are in mutual agreement.
- C. Overtime worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be compensated at one and one half (1-1/2) times the employee's hourly rate. When the office has been declared officially closed, when a holiday falls during the work week, or when paid sick leave, vacation, bereavement leave, or personal leave are taken, those hours absent shall be counted as hours worked when computing overtime. If any employee is requested to work on a holiday, the employee shall be paid two (2) times employee's regular hourly rate. Any employee requested to work on Sunday will be paid double employee's regular hourly rate.
- D. Employees called in shall be paid double time and guaranteed a minimum of one (1) hour pay. Time worked beyond one (1) hour will be on a prorata basis based on fifteen (15) minute increments.

ARTICLE XI

Vacancies, Transfers and Promotions

- A. A vacancy shall be defined as any position either newly created or a present position to be filled that is not filled.
- B. Whenever a vacancy occurs or is anticipated, the Superintendent shall immediately notify, in writing, the Association. Notice of such vacancy shall be posted and sent to all Association members and shall be mailed to each laid off bargaining unit member. In addition, notice of vacancies or positions to be filled will be sent to the Regional Association Office.
- C. Members of the bargaining unit shall be granted first consideration in the filling of vacancies. Vacancies shall be filled on the basis of experience.
- D. No employee shall suffer a reduction of pay because of an involuntary transfer of less than two (2) weeks.
- E. The Board agrees not to negotiate with any individual employee or organization other than the Association in regards to positions vacant or to be filled during the life of this agreement.
- F. In the event an Association member is assigned to temporarily perform the duties of another Association member, the member so assigned will be compensated at the rate of pay of the job classification he/she is assuming while retaining his/her own longevity. The members pay will not be reduced as a result of the temporary change in duties.

ARTICLE XII

Work Load and Meeting

- A. The parties recognize that a working environment conducive to good employee morale is desirable for the operation of the District. Therefore, the administration will endeavor to establish equitable work loads and listen to suggestions or problems which will provide for improved productivity and employee morale.
- B. The Superintendent and the President of the Association shall meet once a month at the request of either party for the purpose of discussing matters of mutual concern in order to maintain open and effective communication. At the request of either party the Board President may delegate a Board member to sit in on the meeting.
- C. In the event it becomes necessary for the Board to hire substitutes due to extended illness or injury, those members on the layoff list will be given first preference.

ARTICLE XIII

Staff Reduction

- A. In the event a staff reduction is necessary, the individuals being laid off shall be notified at least fifteen (15) working days prior to the staff reduction.
- B. If a reduction in staff is necessary, in determining which Association members are to be retained, a bargaining unit member with greater system service shall be retained, provided they are qualified.
- C. When filling vacancies, which occur after a reduction in staff, qualified bargaining unit members, who have been released less than two (2) years, shall be rehired in accordance with their system seniority providing they are qualified.
- D. For the purposes of this article, *qualifications* shall be defined as the ability to perform the tasks outlined on the job descriptions for the posted positions.

ARTICLE XIV

Paid Leaves

A. Sick Leave

1. Employees shall be entitled to sick and injury leave with pay and benefits to accumulate at the rate of 1/4 day per week worked. Sick leave shall accumulate to a maximum of one hundred and fifty (150) days.

Employees voluntarily enrolled in the MESSA Short Term Disability program may opt to freeze their sick leave accumulation and collect short term disability rather than use said sick leave as an offset against the STD program.

2. The Board agrees to pay twenty (20) dollars per day on unused sick leave days, upon layoff, leaving the system, retirement, or death of the employee, on a one time basis for employees with four (4) consecutive years of service to the White Pine School District. This payment shall be made within sixty (60) days following verification of application. Upon death of an employee, the unused sick leave remuneration shall be paid to the employee's beneficiary as designated by the Board paid life insurance portion of the Super Med 1 hospitalization coverage (see Article XXI, B).

In the event the employee is subsequently rehired or recalled by the Board, the employee will be given the opportunity to purchase from the Board the accumulated sick leave days at the rate for which the newly reinstated employee had received reimbursement. The terms of such purchase of sick days will be a matter of individual agreement between the Board and the employee.

B. Personal Leave Days

1. Employees shall be granted up to three (3) days of personal leave per year, cumulative to five (5) days. No more than five (5) days personal leave may be used during one (1) year. Requests for such leaves must be submitted in writing. Except in cases of extreme urgency, such requests must be submitted at least two (2) days in advance of days required. When school is in session, no more than two (2) persons may use this day. When school is not in session, any number may use this day.
2. Unused personal leave days shall be added to sick leave accumulation each year.

C. Funeral/Bereavement Leave

1. A maximum of five (5) days per occurrence will be allowed for death in the immediate family. The immediate family shall be construed to mean spouse, child, father, mother, brother, sister, grandparents and parent-in-law.
2. One (1) day per year will be allowed for other relatives. Other relatives will be construed to mean uncle, aunt, nephew, niece or first cousin. If the *other* relative lives in the home of the employee, such death shall be classified the same as that of one of the immediate family.

D. Jury Duty

An employee who serves on jury duty will be paid the difference between his/her pay and the pay for jury duty.

E. School Closings

1. When the White Pine School District closes pursuant to Michigan Law because a health or safety hazard exists to students, all employees will be released and paid for the remainder of their scheduled work day. The school district, however, reserves the right to call out maintenance personnel in accordance with normal call-out procedures.
2. During the life of this contract, employees will not be required to report for work on *inclement weather days*, but may utilize a sick leave day or personal leave day so as to suffer no loss of pay. Additional days required beyond the calendar will be made up at the regular rate of pay.
If, during the life of this agreement, the State of Michigan no longer requires *inclement weather days* to be made up, employees need not report on *inclement weather days* and will suffer no loss of pay under the terms of this article.

F. Miscellaneous

The Board agrees to pay the existing health insurance premiums for up to six (6) months beyond the day on which the employee exhausts his/her sick leave accumulation. During this six (6) months, the employee shall be responsible for payment of the premiums for the existing dental and vision insurance coverage and shall not accrue further sick leave days and vacation days.

ARTICLE XV

Vacations

- A. Twelve (12) month employees shall be entitled to vacation with pay according to the following schedule:

2 weeks for 1st four (4) years

3 weeks after four (4) years

4 weeks after fifteen (15) years

- B. School year employees shall be entitled to a prorata vacation with pay according to the following schedule:

2 weeks for 1st four (4) years

3 weeks after five (5) years

4 weeks after fifteen (15) years

Vacation pay for school year employees shall be computed into regular paychecks throughout the year.

- C. Vacations shall normally be scheduled during the summer months when students are not in attendance; however, vacations may be approved at other times subject to the approval of the Administration.
- D. If a holiday falls during a scheduled vacation period, the vacation shall be extended accordingly.

ARTICLE XVI

Holidays

- A. Employees shall be entitled to holiday pay for the following days if they fall during their regularly scheduled work year:

New Years Day

Good Friday

Easter (1 day)

Memorial Day

Independence Day

Labor Day

Thanksgiving

Friday after Thanksgiving

Christmas Eve Day

Christmas Day

New Years Eve Day

- B. If a holiday falls on a Saturday, Friday shall be considered as the holiday. If a holiday falls on a Sunday, Monday shall be considered as the holiday.
- C. In order to qualify for holiday pay, an employee must work the regularly scheduled work day preceding and following the holiday unless the employee is on approved absence.

ARTICLE XVII

Unpaid Leaves

- A. Following one (1) year of employment, an Association member may request and upon approval of the Superintendent, be granted a leave of absence without pay for a specified period of time. Extension of the leave may be granted if requested in writing thirty (30) days prior to the expiration of the leave. Upon return from leave, the Association member shall be assigned to a position at the same wage step as the position held at the beginning of such leave. Seniority shall not accrue during the leave.
- B. Maternity leave will be granted upon written request by the employee and supported by a statement by the employee's physician. The employee will notify the Board at the earliest opportunity. The employee may elect the option of using accumulated sick leave and/or vacation credit upon commencement of the leave (the balance of time on leave shall be without pay). Leaves will be for a maximum of one (1) year from the start of the approved leave. Upon return from leave, the Association member shall be assigned to the same position as at the beginning of such leave. Seniority shall not accrue during the leave.

ARTICLE XVIII

Bargaining Unit Member Self-Improvement

- A. The parties support the principle of continuing education for Association members and participation in their professional organizations.
- B. Any Association member who is asked to complete a course of study related to his/her responsibilities at an accredited college, university, or other institution shall receive full reimbursement from the Board for tuition, books and laboratory fees.

ARTICLE XIX

Continuity of Operations

- A. The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its members shall not take part in any job action, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with a provision of this Article during the term of this agreement shall be cause for whatever disciplinary action as deemed necessary by the Board.

ARTICLE XX

Waiver

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

ARTICLE XXI

Insurance

- A. The following coverage's are subject to the rules and regulations of the insurance carriers.
- B. Upon submission of written application, the Board shall provide without cost to the employee, health care protection for the employee's entire family through the MESSA Super Med 1 program as follows: Super Med 1 benefits, Dependent Life Insurance, Delta Dental Plan 100/75-75-75 (\$1,200 ortho maximum), and Vision Service Plan 3 (VSP 3). A prorata equivalent of insurance costs shall be contributed toward the purchase of health insurance for regularly employed part-time employees working less than twenty-five (25) hours per week. The Board shall be responsible for paying the deductible as follows: On the first payday in February, bargaining unit members who have elected two-person or family coverage shall receive the amount of one hundred thirty dollars (\$130) before taxes to cover the cost of their deductible. Bargaining unit members who have elected single-person coverage shall receive the amount of sixty-five dollars (\$65) before taxes to cover their deductible.
- C. An employee not electing health care protection as provided above, may upon written application, apply the single subscription rate of paid health care insurance toward the purchase of MESSA fixed and variable options or MEAFS programs. Any amount exceeding the Board single subscriber subsidy will be payroll deducted.
- D. The parties agree to explore the cost of a MESSA PAK that will include \$5,000 term life insurance. In the event the District experiences a cost savings, the MESSA PAK provision shall be implemented.

ARTICLE XXII
Wage Schedule

Longevity	Custodial/ Maintenance/ Bus Driver 4th Yr.-Full Rate	Custodial/ Maintenance 4th Yr.-Full Rate	Head Cook 4th Yr.-Full Rate	Secretary/ Asst. Cook/ Records Clerk 4th Yr.-Full Rate
Full Rate:	\$10.45	\$10.35	\$10.25	\$9.95
After 5 yrs.	\$10.60	\$10.50	\$10.40	\$10.10
After 9 yrs.	\$10.70	\$10.60	\$10.50	\$10.20
After 13 yrs.	\$10.80	\$10.70	\$10.60	\$10.30
After 17 yrs.	\$10.90	\$10.80	\$10.70	\$10.40

Employees hired after July 1, 1990, shall receive \$1.60 per hour less for the first three (3) months, \$1.20 per hour less for the remainder of the first year, 80 cents per hour less for the second year, 40 cents per hour less for the third year, and the full rate as indicated above for the fourth year of employment with the District.

Pay Periods: Association members will be paid in twenty-six (26) equal payments spread over a twelve (12) month period.

Employees shall be compensated based on the pay rate schedule for the type of work they are performing.

Thirty (30) cents per hour shift differential to employees who report to their work station at 12:00 noon or later.

ARTICLE XXIII

Duration of Agreement

This Agreement shall be effective as of the first day of July 1993, and shall continue in effect through June 30, 1994. Negotiations between the parties shall begin at least 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 date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE WHITE PINE EDUCATION
SUPPORT PERSONNEL ASSOCIATION -
WUPEA/MEA-NEA:

Rebecca LeMay
Carole A. Walsano
Les Sudgar

Date: 1-24-94

FOR THE WHITE PINE PUBLIC SCHOOLS
BOARD OF EDUCATION OF THE CITY OF
WHITE PINE, MICHIGAN:

Janet A. Berry, Pres
Margaret Foster, Sec.
Gerald L. Benzil, Treas.

Date: 1-24-94

**APPENDIX A
GRIEVANCE FORM**

WHITE PINE EDUCATION SUPPORT PERSONNEL ASSOCIATION

Grievance No. _____

Submit in Duplicate

Department	Assignment	Name of Grievant

A. Date Cause of Grievance Occurred _____

B. Contract Article(s) Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Date Received by Supervisor _____

Signature

Date

F. Disposition by Supervisor _____

G. Date Received by Supt. _____

Signature

Date

H. Disposition by Supt. _____

I. Date Received by Board _____

Signature

Date

J. Disposition by Board _____

K. Date of Request for Binding Arbitration _____

ESP Signature _____

Date: _____

(additional pages can be used if necessary)

LETTER OF UNDERSTANDING
BETWEEN THE
WHITE PINE BOARD OF EDUCATION
AND THE
WHITE PINE EDUCATION SUPPORT PERSONNEL ASSOCIATION

In order to establish language that clearly defined the hours of work for each employee, the schedule will be as follows for the duration of the contract:

* CUSTODIAL/MAINTENANCE/BUS DRIVERS

Begin August 13, 1990 - End June 7, 1991

Mr. Trudgeon - Grade School - 6:30 a.m. to 2:30 p.m.

Mr. Verville - High School - 2:00 p.m. to 10:00 p.m.

This schedule will rotate every week.

* CUSTODIAL/MAINTENANCE/HEAD COOK

Mrs. Krym - Same as 1989-90

Mr. Potvin - High School - 8:30 a.m. to 4:30 p.m.

* SECRETARY/ASSISTANT COOK/RECORDS CLERK

Mrs. Valesano - Same as 1989-90

Mrs. LeMay - Same as 1989-90

* The summer work schedule will remain the same as in 1989-90.

* Article 10, Section B of the Master Agreement will remain as is.

FOR THE WHITE PINE BOARD OF EDUCATION:

FOR THE WHITE PINE EDUCATION SUPPORT
PERSONNEL ASSOCIATION:

Daniel C. Fochi

Randy Valesano

7-26-90

Date

7-26-90

Date