

MASTER AGREEMENT

BETWEEN THE

MIO AUSABLE SCHOOLS BOARD OF EDUCATION

AND THE

MIO AUSABLE ESP/MEA/NEA

2016-2018

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AGREEMENT

This Agreement is entered into by and between the Mio AuSable Schools (hereinafter called the "Employer" or "District") and the Mio AuSable ESP, MEA/NEA (hereinafter called the "Union").

Purpose

This Agreement has been negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

ARTICLE I - RECOGNITION

A - Unit Description

The Employer recognizes the Union as the exclusive bargaining representative for the following employees:

All regularly scheduled secretarial/clerical, paraprofessional, food service and transportation personnel.

Excluding all substitutes, kitchen supervisor, maintenance supervisor, transportation supervisor, and all other supervisors, principals, assistant principals, and all other administrators, administrative assistant, business manager, curriculum coordinator, youth services coordinator, and all other coordinators, directors, central office secretary, teachers, coaches, temporary employees, adult and community education employees, and all other employees.

The Employer shall notify the Union President and Treasurer when new bargaining unit members are hired.

B - Definitions

The term "employee" when used herein shall refer to all employees represented by the Union in the bargaining unit defined above. References to male employees shall also include female employees.

6. Establish, modify, or change any work, business, shift, or school hours or days.
7. Determine the number and location or relocation of its facilities and workstations and bus routes.
8. Adopt rules and regulations.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
11. Determine assignment of buses and where buses are parked, stored, and housed, both during and outside work hours.
12. Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

B - Limitation on Employer Rights

The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

ARTICLE 3 - UNION RIGHTS

A - Use of Buildings and Equipment

1. The Union may use school buildings consistent with Board policy at reasonable hours for meetings, provided a written request is submitted by the Union President or designee and advance approval is received from the Superintendent.
2. Upon request of the Union President or designee, and with prior approval of the Superintendent or his designee, the Union may use office equipment, internet or email at reasonable times when not otherwise in use. The Union will comply with Board prescribed rules pertaining to the use of all school equipment. The Union shall pay for the reasonable cost of equipment use, including the cost of all materials and supplies.

If more than two (2) days are needed by the Union, such days will be granted with the cost of the substitute being reimbursed to the District by the Union.

ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

A - Right to Organize

The Employer hereby agrees that employees shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining with respect to hours, wages, and terms or conditions of employment.

B - Performance Responsibilities

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discharge or discipline.

C - Discipline

All employees who have completed the probationary period are subject to disciplinary action, suspension or discharge for just cause by the Employer.

D - Response to Discipline

Any employee who wishes to respond to a written disciplinary action must do so in writing to the supervisor who issued the discipline within five (5) work days. Such response shall be attached to the file copy of the disciplinary material in question.

E - Representative

Upon request, an employee may have present a representative of the Union during any investigatory meeting which the employee reasonably believes will result in disciplinary action by the Employer. This section shall not apply to evaluation conferences. If representation is desired, no action will be taken until a Union representative is present unless immediate action is necessary.

Employees will be given adequate and appropriate supplies and equipment to perform their assigned tasks.

L - Supervision

In the event an employee is responsible to more than one supervisor, the primary supervisor shall be designated by the Employer at the beginning of each school year in writing to each employee. The employee shall be notified of any subsequent change.

M - Uniforms

If any employee is required to wear a uniform, the Employer will provide the same. Each food service employee will be provided with a laundered apron daily.

N - Student Information

Any employee required to provide services to a student will have access to information about the student which the employee has a need to know as determined by the Employer. Each employee must maintain the confidentiality of information about students pursuant to the Family Educational Rights and Privacy Act, and other laws and regulations.

O - Medication

Employees may be required to dispense or administer medication to students consistent with law and Board policy. The District will provide training and liability coverage for those assigned this task.

ARTICLE 5 - GRIEVANCE PROCEDURE

A - Definition

A grievance shall be an alleged violation of the express terms of this Agreement. An employee alleging a grievance must orally discuss the grievance with his supervisor within three (3) work days (defined as days the central office is open) of the occurrence of the condition giving rise to the grievance.

Superintendent. The request must state the reason(s) why the decision of the Superintendent was not considered acceptable.

F - Level Four

If the mediation process does not result in the resolution of the grievance, the Association may submit the written grievance to the Secretary of the Board of Education or his designee within five (5) work days of the date of the meeting with the mediator. The Board of Education or a Board committee, as determined by the Board, shall meet with the grievant, the appropriate administrators, and a Union representative within thirty (30) calendar days from the date of receipt of the grievance. The Board or its designee shall issue a decision in writing relative to the grievance within ten (10) calendar days of the Board meeting where the decision is rendered. The Board's disposition on all grievances shall be final.

G - Time Limits

Time limits will be strictly observed and may be extended only by written mutual agreement. Grievances not timely filed may not be processed. Should an employee or the Union fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance will be barred and will be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified, the Union may proceed to the next level of the grievance procedure.

H - Employee Consent

The Union shall have no right to initiate a grievance involving the right of an employee without his express approval in writing thereon.

I - Processing

All preparation, filing, presentation, or consideration of grievances shall be held at times mutually acceptable to all parties.

up days with no additional compensation unless the hours worked on a make up day exceeds their regular daily schedule.

2. If an employee has started work on a day that the District has to reschedule, the employee will receive the greater of pay for the hours actually worked or a minimum of two (2) hours pay.
3. The determination to cancel, delay, and/or reschedule any day of work shall be the prerogative of the Employer and shall not be grievable.

ARTICLE 7 - SENIORITY

A - Definition

Seniority will be defined as the length of continuous service within the classification. Accumulation of seniority shall begin from the employee's first working day within their classification. In the event more than one employee has the same starting date, positions on the seniority list shall be determined by a drawing of lots out of a container in the presence of a Union representative or President.

B - Probationary Period

New employees shall be subject to a probationary period of ninety (90) actual working days of employment. Days missed shall extend the probationary period. Employees shall not have seniority during their probationary period. Upon successful completion of the probationary period, their names shall be placed on the classification seniority list as of the first day of work. The discipline and termination of probationary employees is not subject to the grievance procedure.

C - Seniority List

For purposes of this Agreement, all employees will be placed in one of the following classifications based on their current assignments.

1. Paraprofessional
2. Food Service
3. Secretarial/Clerical

different bargaining unit classification. If an employee returns to a classification, seniority shall continue to accrue.

H - Layoff

Seniority will be frozen during periods of layoff and will begin to accrue once an employee returns from layoff.

I - Leaves

Seniority will continue to accrue during paid leaves or once Worker's Compensation has been approved per Michigan law. Seniority will be frozen during unpaid leaves and will begin to accrue once the employee returns to work.

ARTICLE 8 - LAYOFF AND RECALL

A - Definition

"Layoff" shall be defined as a reduction in work force as determined exclusively by the Employer.

For purposes of this Article, "classification" shall be defined as those seniority lists set forth in Article 7.

No employee will be assigned to a position (see individual job titles in Appendix A) unless the employee been assigned to that position on a regular basis in the past.

Whether an employee is qualified, as that term is used in this Article, shall be determined by the Employer and may be determined by the job description.

B - Layoff Process

No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of layoff. In the event of a reduction in work force, the Employer will identify the specific position(s) to be eliminated and shall notify the employee(s) in that position(s).

ten (10) work days from receipt of notice, to acknowledge his intent, in writing, to the Board. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the fifteen (15) work day period. Employees recalled to a position with equivalent annual work hours to their prior position for which they are qualified are obligated to take said work. An employee who declines recall to a position of equivalent annual hours to their prior position for which he/she is qualified shall forfeit his/her seniority rights. Employees on layoff shall not accrue seniority during the period of such layoff. Recall rights for seniority employees shall terminate eighteen (18) months after the effective date of layoff.

G - Position Change

The Superintendent shall determine what, if any, experience credit will be granted and the placement on another wage scale in the event an employee is appointed to another position. Such decision shall not be grievable.

ARTICLE 9 - VACANCIES, PROMOTIONS & ASSIGNMENTS

A - Vacancy Defined

A vacancy will be defined as a newly created position or a present position that is going to be filled.

B - Vacancy/New Position

All vacancies/new positions shall be posted in a designated place in each building for the District for a period of seven (7) work days. Copies of postings will be provided to the local Union president or designee at the time of posting. 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
6. Classification

All new or existing routes or runs that become vacant or open during the school year will be filled on a temporary basis by the Transportation Supervisor for the remainder of that school year if less than sixty (60) calendar days remain. If more than sixty (60) calendar days remain then the position will be posted and filled.

2. Route Bid Meeting:

Each August, at the pre-school meeting called by the supervisor, all routes will be placed up for bid and will be filled on the basis of classification seniority and annual evaluations from among the applicants, subject to approval of the supervisor.

If the Employer determines that routes need to be substantially changed during the school year, a new bid meeting like the August pre-school meeting will be held.

3. Assignment:

The Transportation Supervisor has the final authority to assign or reassign any driver at any time to a route, run, extra trip, or vehicle other than the one selected by the driver or originally assigned by the supervisor, when the supervisor deems it is in the best interest of the School District to make such a change. Examples of such required changes may be due to the physical nature of the route, characteristics of the vehicle, composition of the student load, or disability accommodation of the driver.

G -Transfer Rights

Employees shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers. Involuntary transfers shall not include changes in assignment due to the implementation of the layoff/recall or disciplinary procedures.

C - Mileage

An employee required to use his own personal vehicle in the course of his job will be reimbursed at the current IRS rate for mileage.

D - Meetings

Employees may be required to attend meetings outside regular work hours. Employees required to attend such meetings will be compensated at their regular wage rate (regular wage rate for bus drivers is the show-up rate). Required meetings will be so specified, otherwise they will be considered voluntary.

E - Call-In Pay

Employees called into work shall receive a minimum of two (2) hours pay at their regular rate.

F - Method of Compensation

All bargaining unit employee compensation will be paid on a bi-weekly basis over the employees work year. Overtime, extra trips, or other supplemental pay for a given payroll period will be paid in that payroll period. The Employer reserves the right to implement a mandatory electronic payroll procedure as allowed by law.

G - Work for Outside Groups—Food Service

Extra employee work time (beyond the employee's regular work time), rotated according to seniority which results from non-employer groups using school facilities will be paid at one and one-half (1½) times the employee's regular pay rate for that work. This shall also apply to extra hours worked by food service employees when internal District groups use school facilities and require food service as approved by the Employer.

H - Reimbursement for Medical Examinations

Any employee who is required by the Employer to take a medical exam will be reimbursed for the actual cost of the exam. The exam must be performed by a doctor of medicine or a doctor of osteopathy selected by the Employer. The Board will pay up to the Board approved doctor rate or employee is responsible to make up any difference for use of personal physician.

OON Deductible: \$1,000/\$2,000
OV/UC/ER Copay: \$20/\$50/\$75
*RX Copay: Saver Rx Drug Card; or

ABC Plan 1
ABC Rx Card

Dental: 80/80/80/\$1000
Vision: VSP2 Silver
Life: \$20,000
AD&D: \$20,000
LTD: 66 2/3%, Max \$4,000
Adult Immunization Rider

The PAK B plan benefits will consist of the following:

Dental: 100/90/90/\$1,500
Vision: VSP 3 Plus Platinum
Life: \$25,000
AD&D: \$25,000
LTD: 66 2/3%, MAX \$4,000

Annuity: For eligible employees not selecting PAK A benefits, the Employer shall provide \$1,000 to be spent on any 403b program with District-approved vendors.

The District's maximum monthly contributions toward the medical plan in PAK A will be established at the specified subscriber category rates in Section 3 of Public Act 152 of 2011.

For those employees electing the health savings account plan (HSA), if the cost for the plan is less than the above figures, the remaining portion up to the above limit will be placed into the employee's savings account each month.

It is understood in the implementation of this article, that both employee and spouse and employee and child will be considered as two party enrollees.

Any amounts in excess of the District's contributions will be payroll deducted as a condition of this Agreement. To the extent afforded by the Internal Revenue Service Rules and Regulations, the District's Section 125 plan documents will contain a provision affording for the payment of out of pocket withholdings with pre-tax dollars.

E - Continuation of Coverage

An employee on unpaid leave or layoff shall have the option of continuing insurance coverage, subject to terms and conditions of the carrier, by making cash payments to the District through COBRA.

F - Double Coverage

Employees receiving generally comparable health insurance coverage through a spouse, shall not be eligible for Plan A insurance coverage provided by the District. There shall be no double coverage in health insurance.

G - Insurance for Employees on Unpaid Leave

Employees who are on unpaid leave during a month will be responsible for a pro-rated portion of the District's monthly contribution for their insurance premium based on the number of days on unpaid leave divided by 20 (the average number of work days per month) as well as their own monthly contribution through payroll deduction, except to the extent that the employee is eligible for paid insurance while on FMLA leave. For example, an employee who is on unpaid leave for ten (10) days in a month (which is not FMLA leave) will be responsible for 50% of the District's monthly contribution for his/her insurance premium as well as his/her own monthly contribution. Failure to reimburse the District for this amount will result in termination of insurance benefits.

H. New Hires Exclusion

Employees hired into the bargaining unit after June 30, 2013 will not be eligible for benefits under this Article.

The District reserves the right (at its option) to offer a health care plan to employees hired after this date who are regularly scheduled to work at least thirty (30) hours per week if by not doing so would result in a penalty under the Affordable Care Act or similar legislation. If the district elects the option to offer a health care plan, the lowest possible cost alternative (i.e. single subscriber coverage, etc.) required to avoid the penalty will be implemented by the district. If the option is exercised and an employee's

ARTICLE 13 - LEAVES

A -Sick Leave

1. Paraprofessional employees, clerks, food service employees, and transportation employees will be granted one (1) day per month (maximum nine (9) days per year); Secretarial employees will be granted one (1) day per month (maximum ten (10) days per year) of sick leave at the beginning of the employee's work year. Unused sick leave shall be accumulative to one- hundred twenty (120) days. Any employee will only be credited with sick leave equivalent to the number of hours worked per day.
2. At the beginning of the contract year, the employee will have the current year's allowance available regardless of the number of days accumulated, provided the employee reports for work. However, if an employee terminates employment before the days used would have been earned, the amount for those days used in excess will be deducted from the employee's last paycheck. At the end of the year, unused days from the allowance will be credited to accumulated unused sick leave.
3. Upon retirement from the Mio AuSable Schools under the provisions of the Michigan Public Schools Retirement Plan, or death, after ten (10) years of employment in the District the employee will be paid one-half of unused accumulated sick leave up to one-hundred twenty (120) days at his current per diem rate of pay.

Payment under this provision will not be made unless:

- a. The employee provides a letter of resignation indicating the employee will be retiring under the provisions of the Michigan Public School Employee's Retirement System.
- b. Within ninety (90) calendar days of the employee's last day of work, the employee provides a copy of a document showing receipt of the employee's

2. Father, spouse's father, mother, spouse's mother, step-mother, step-father, foster parents, grandparents, and spouse's grandparents.
3. Sisters, brothers, step-sisters, step-brothers, aunt, uncle, nephew niece, brother-in-law and sister-in-law.

G - Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may, at the discretion of the Superintendent and upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one year. There will be no extensions of any unpaid leaves beyond one year.

H -Other Paid Leaves Not Charged to Sick Leave

1. Personal Business

At the beginning of every school year secretaries shall be credited three (3) days to be used for the employee's personal business. All other employees shall be credited with (2) two days. Personal business is to be used for the employee's personal business. An employee planning to use a personal business day or days shall notify his supervisor at least one (1) day in advance. Unused personal business days will be added to the employee's sick leave accumulation at the end of the year, subject to the one hundred twenty (120) day limit.

2. Judicial Leave

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation for such time. Any money received (excluding mileage and expenses) for jury duty or other legal obligations during work time must be returned (paid) to the school. However, this shall not apply to any

3. Unpaid Leaves Available

- a. Illness of the employee, spouse, child or a child for which the employee has custodial care.
- b. Parental/Child Care

An unpaid leave of absence shall be granted to any employee for the purpose of child care. The leave shall be for a period not to exceed one (1) year. Parental child care requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child when applicable. The Board may require a doctor's slip authorizing the return to work. The employee shall receive negotiated health benefits provided for under this Agreement for the period of the leave provided that the employee pays all premiums excluding FMLA during such period.

4. Family and Medical Leave Act

Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993. Except that the employer will not utilize FMLA leave concurrently with an employee selected paid leave. Employees have the right to exhaust accrued paid sick leave and/or personal leave prior to accessing FMLA. Any additional leave time necessary after exhaustion of paid leaves will be considered unpaid FMLA leave for up to twelve (12) weeks/sixty (60) days.

- 5. An unpaid military leave of absence shall be granted upon application for up to two (2) years for any employee who is inducted or is otherwise required to report for military duty in any branch of the Armed Forces of the United States.

ARTICLE 16 - EXTENT OF AGREEMENT

A - Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

B - Severability

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

C - Practices

This Agreement will supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

ARTICLE 17 - BUS DRIVER PROVISIONS

A - Distribution of Extra Bus Trips

1. Extra bus trips are defined as those bus trips not normally scheduled on a daily basis, e.g., field trips, sports activities, etc.
2. All drivers interested in taking extra bus trips shall sign up on an extra bus trip list in order of seniority at the August bid meeting (or if hired during the year at the time of hire). All drivers on the extra trip list are expected to take extra trips during that year (including summer extra trips). Exceptions may be granted only by the supervisor for extenuating circumstances, however, any trip assignment excused by the supervisor will be charged as a trip taken for the excused driver. A driver who needs

his amount for the regular run for the time required beyond that for which he is already compensated. Any down time while at work due to a weather delay will be paid at the show-up hourly pay rate.

C - Driving Requirements

Bus drivers must pass all required exams and be fully licensed to meet all school bus driver requirements. The Employer will reimburse drivers for all required exams after they have been hired. Drivers will be reimbursed the full cost upon evidence of renewal of the 4-year CDL (commercial driver's license).

D - Physicals, Drug and Alcohol Testing

All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including drug and alcohol testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 (the "Act"), and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Act.

The District will provide upon request a copy of its policies and administrative procedures relating to the Act. The District will also in-service drivers annually on drug and alcohol testing.

Drivers undergoing testing as required by the Act will be paid the show-up pay rate per hour for actual time of testing and travel to and from the testing site provided they are not otherwise scheduled to work for the District during the testing time.

If drug testing occurs during the time the driver is scheduled to perform other work for the District, the driver will not receive the show-up pay per hour rate and will receive only the rate of pay for the other employment with the District. If a driver is detained at the test site and as a result misses his/her normal run or assigned field trip, the District will compensate the driver his/her regular or field trip rate of pay, but the driver will not receive the show-up per hour compensation during the testing time.

Nothing shall preclude the transportation of students by individuals other than bus drivers in private vehicles or a school van when determined appropriate by the Employer.

ARTICLE 18 - MISCELLANEOUS

A - Absence

Any employee who is unable to report for work must notify the appropriate supervisor as soon as possible so that a substitute can be obtained or other arrangements can be made.

B - Resignation

Any employee who resigns from employment shall give at least two (2) weeks' written notice to the employee's supervisor.

C - Americans with Disabilities Act

Nothing in this Agreement shall prevent the Employer from complying with the requirements of the Americans with Disabilities Act, including making reasonable accommodations for employees with disabilities. In making reasonable accommodations for employees with qualifying disabilities, such accommodations shall not only be reasonable, but shall not create an undue burden (financially, operationally, shifting of work to other employees, reducing expected work accomplishments to an unacceptable/unproductive level, etc.) for the Employer.

D. The district will maintain job descriptions for each classification. Requests for a review of job description by the Union or an employee will be directed to the Superintendent in writing. Job descriptions will be available on the district's web site.

APPENDIX A

WAGES

This schedule sets forth wage rates for all employees according to the following departments and classifications.

I. Paraprofessional Department

A.

ParaProfessional - Level I	2016-2018
Beginning	9.54
After 90 Days	11.14
After 180 Days	11.70
After 360 Days	12.29
Longevity 10 Year	12.59
Longevity 15 Year	12.64
Longevity 20 Year	12.74

B.

ParaProfessional - Level II	2016-2018
Beginning	11.31
After 90 Days	12.39
After 180 Days	12.89
After 360 Days	13.67
Longevity 10 Year	13.97
Longevity 15 Year	14.02
Longevity 20 Year	14.12

III. Cafeteria Personnel Department

A.

Head Cook	2016-2018
Beginning	11.99
After 90 Days	12.23
After 180 Days	12.47
After 360 Days	12.95
Longevity 10 Year	13.25
Longevity 15 Year	13.30
Longevity 20 Year	13.40

B.

Cook	2016-2018
Beginning	10.99
After 90 Days	11.08
After 180 Days	11.23
After 360 Days	11.85
Longevity 10 Year	12.15
Longevity 15 Year	12.20
Longevity 20 Year	12.30

**APPENDIX B
GRIEVANCE REPORT FORM
ESP UNIT**

Grievance # _____

Mio AuSable Schools

Distribution of Form

1. Superintendent
2. Supervisor
3. Union
4. Grievant

Submit to Supervisor in Duplicate _____

Date Received by Supervisor: _____

LEVEL I

A. Date Cause of Grievance Occurred: _____

B. (If additional space is needed, attach an additional sheet).

1. Article/Section Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature of Grievant

Date

C. Disposition of Supervisor: _____

Signature

Date

D. Position of Grievant: _____

Signature

Date

E. Position of Union: _____

D. Position of Union: _____

Signature

Date

LEVEL IV

A. Date Received by Board of Education: _____

B. Disposition of Board of Education: _____

Signature of Board Representative

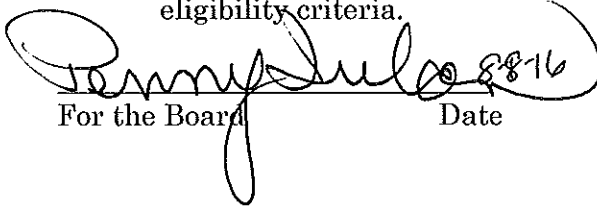
Date

should change, the provisions of the master agreement regulating eligibility and this Letter of Agreement will apply.

4. The names of the "grandpersoned" bargaining unit members are:

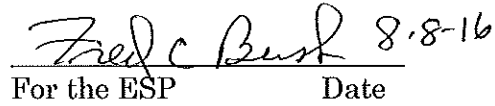
Dianna Hiser
Kim Lewis
Leslie Wright
Kathy Yancer
Robin Welser

5. This constitutes the entire understanding relating to the change in eligibility criteria.



For the Board

8.8.16
Date



For the ESP

8.8.16
Date