

MASTER AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE
HILLSDALE COUNTY
INTERMEDIATE SCHOOL DISTRICT
AND THE
HILLSDALE COUNTY INTERMEDIATE
SCHOOL DISTRICT
EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION MEA/NEA

July 1, 2009 --- June 30, 2012

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MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION MEA/NEA

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BOARD OF EDUCATION OF THE HILLSDALE
COUNTY INTERMEDIATE SCHOOL DISTRICT
AND THE
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MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION MEA/NEA

This Agreement is entered into by and between the Hillsdale Intermediate School District, Hillsdale, Michigan, (hereinafter referred to as the Board), and the Hillsdale County Intermediate School District Educational Support Association/MEA/NEA, Hillsdale, Michigan (hereinafter referred to as the Association).

GENERAL POLICY STATEMENT

WHEREAS, the Board and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contain therein; and WHEREAS, the Board and the Association have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment; the Board and the Association do hereby set forth and memorialize their full agreement.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining agent for all support personnel being instructional assistants, bus drivers, secretarial personnel, print shop operators, couriers, and maintenance personnel, vocational education assistant, and other positions which require the same or similar functions, excluding professional employees' supervisors, administrative employees and all others. The term "employee", singular and plural, as used hereinafter shall refer to members of the bargaining unit as described above.

- B. The Board shall designate one (1) employee from the secretarial and clerical staff as a non-supervisory confidential employee and said employee shall not be a member of the bargaining unit and shall not be covered by the provisions of this agreement.

ARTICLE II

PROBATIONARY EMPLOYMENT

- A. Bargaining unit members hired to fill a posted permanent position will serve a probationary period of the first ninety (90) work days of regularly scheduled employment.
- B. The probationary period may be extended, at the option of the Board, an additional forty-five (45) work days subject to the following:
 - 1. The Board has evaluated (Article VI, Section D) the employee in writing within the first 70 work days of the probationary period, and
 - 2. The Board has stated in such evaluation that the employee's job performance "needs improvement" or is "unsatisfactory."
- C. Within the first ten (10) work days of the extended probationary period (Section B above), the Board shall provide the employee a list of the Board's expectations for improvement and the assistance the Board will provide to assist the employee in improving his/her job performance. The Association President shall also be notified of each probationary extension within these first ten (10) days.
- D. Probationary employees shall be subject to dismissal at the discretion of the Board:
 - 1. At any time during the first ninety (90) work days probationary period or
 - 2. At any time during the subsequent forty-five (45) work days probationary period extension if the Board has provided the employee the terms described in B and C above.

ARTICLE III

TEMPORARY EMPLOYMENT

- A. The district may hire a temporary support staff person because of a unique program need or a specific student with unique needs. The Association agrees that such a position may be considered a non-bargaining unit position for a period of no more than thirty (30) regularly scheduled school days.
- B. However, it is also agreed that should this unique work position require more than thirty (30) regularly scheduled school days, said position shall be considered a temporary bargaining unit position for no more than one school year. To prevent undue disruption, the same person will be utilized for the duration of the temporary position insofar as it is possible. All contractual rights are granted thereof with exceptions as follows:
 - 1. Article X, Seniority Layoff and Recall shall hereby be modified in that persons holding temporary bargaining unit positions shall be placed in a separate seniority category entitled "temporary." Upon termination of the temporary position that bargaining unit member may apply for an open bargaining unit position or be laid off. There are no recall rights for temporary bargaining unit members.
 - 2. At the beginning of the next succeeding school year, the temporary bargaining unit position shall be considered a regular bargaining unit position. The temporary employee shall then be given seniority and placed at the appropriate schedule and step including the time in the temporary bargaining unit position upon the date of transfer of the position to a regular bargaining unit position.
 - 3. Temporary positions shall be paid during the temporary period in accordance with Scale A of the Salary Schedule (Schedule A).
- C. It is understood that current "extras" are considered "Temporary" and the above provisions shall also apply to them.

ARTICLE IV

AGENCY SHOP

- A. Membership in the Association is not compulsory. Employees shall have the right to join, not join, maintain or terminate their membership in the Association. Neither party shall exert pressure on or discriminate against an employee because of membership or non-membership in the Association.
- B. All employees who are Association members before or who are hired after the effective date of this Agreement shall, as a condition of contractual employment, either become a member of the Association or pay to the Association an amount of money (service fee) not greater than the amount of dues required of members. Employees hired after September 1st shall only be required to pay a prorata amount of service fee. Such proration shall be the number of months remaining through the next June as a proportion of ten months.
- C. Bargaining unit members may authorize payroll deduction of Association dues or service fees. In the event that a bargaining unit member is required to pay a service fee under the provisions of this agreement and he or she does not pay said fee directly to the Association by October 1st or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477 and at the request of the Association deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as possible, from the paychecks of the bargaining unit member which are expected to be paid by the following June 1st. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- D. The Association agrees to indemnify and save the Board, individual School Board members, and all administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this section. Provided further, it is understood that the Association has the right to choose counsel and control the conduct of the case and that the Board shall provide all information and assistance necessary.

ARTICLE V

BOARD RIGHTS

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:
1. The executive management and administrative control of the Intermediate School District, its properties, equipment, facilities and operations and to direct the activities and affairs of its employees;
 2. Hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote, transfer and assign all such employees and to determine the size of the work force and lay off employees;
 3. Establish or revise policies and adopt reasonable rules and regulations; and if and when changes are made, the Association and bargaining unit member will be so informed;
 4. Continue or revise its policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days not in conflict with the specific provisions of this Agreement;
 5. Determine the services, supplies and equipment for its operations, all methods and means of distributing, disseminating and/or selling its services, and the methods, schedules and standards of operation, means, methods and processes of carrying on the work, including automation or contracting thereof or changes therein, and the institution of new and/or improved methods or changes therein;
 6. With the provision of ADA, determine the qualifications of employees by physical and mental health examinations by appropriate medical personnel;
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities;
 8. Determine the placement of operations 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 administrative organization, its functions, authority, amount of supervision and table of organization.
11. Establish course of instruction and inservice training programs for employees as referenced in Article XVII, Section H.
12. Determine all methods and means to carry on the operation of the district, including automation or contracting for services thereof or changes therein, provided that bargaining unit work shall not be subcontracted unless: (a) the skills needed to perform the work, as reasonably specified, are unavailable within the bargaining unit and cannot be obtained in a reasonable time; or (b) bargaining unit members who possess the necessary skills or qualifications have work loads which will not allow the addition of more work; or (c) all existing bargaining unit members displaced by such changes are employed by the Board in other positions which involve wage rates and hours of employment no less than those of their previous positions.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and only to the extent such specific and express terms hereof or by the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- B. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement, shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.
- C. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

ARTICLE VI

EMPLOYEE RIGHTS

A. The Association shall have the right to use the school facilities for the purpose of Association business meetings before or after regular classroom hours, or during lunch time, upon notice at least twenty-four (24) hours in advance of the time desired, provided that no alternative use of the facilities has been scheduled and no disruption of the services of the Intermediate District will occur and that the administration shall have the right to assign the room to be used by the Association for such meeting.

B. EMPLOYEE DISCIPLINE

1. The employer agrees that discipline will be for just cause for non probationary employees. The term "discipline" as used in this agreement shall include reprimands, suspensions and discharges. It is further understood that the principles of due process and progressive discipline shall be followed. Progressive discipline shall include verbal warning, written warning, paid suspension, suspension without pay, and discharge.
2. A bargaining unit member shall be entitled to have a representative of the union present during any meeting which will or may lead to disciplinary action by the employer. Should disciplinary action be likely, the bargaining unit member shall be advised of its possibility. When a request for the presence of union representation is made, action shall be delayed for a maximum of 24 hours to allow the bargaining unit member to secure such representation.
3. In the case of an emergency which may involve student well being or safety of District property or other employees, the Board shall schedule such meetings no sooner than 8:00 A.M. the following business day and may temporarily suspend the employee with pay until said meeting is held. Nothing in this section shall be interpreted to impair discussions of common concerns or problem relating to job performance or duties between a bargaining unit member and his or her supervisor when such discussion is not the subject of any disciplinary action.

C. EMPLOYEE PERSONNEL FILES

1. Personnel files on individual bargaining unit members shall be kept and dealt with so as to comply with any laws of the State of Michigan relative thereto. Decisions regarding the employment status of non-probationary employees shall be based on the contents of the personnel file.
2. The Board shall also promptly inform employees of complaints or explicitly critical materials prior to their being placed in the employee's personnel files.

3. An employee has the right to review their personnel file at any time during regular business hours. All personnel files are kept in the district personnel office.

D. EMPLOYEE EVALUATION

1. Each employee shall receive at least one evaluative report every other year from his/her immediate supervisor.
2. Failure to receive an evaluative report pursuant to the last preceding paragraph shall indicate that the employee's work is satisfactory.
3. The Board and Association agree that evaluations shall be used constructively and cooperatively with the staff member, in order to assist the staff member in becoming more effective.
4. If the evaluator believes an employee is doing unacceptable work, the reasons shall be set forth in specific terms, in writing, as shall the identification of the specific ways in which the employee is to improve. A conference between supervisor and employee shall be held. A follow-up evaluation shall be conducted within a period of twelve working weeks. Failure to again note a specific deficiency in the subsequent evaluation shall be interpreted to mean that adequate improvement has taken place. A conference with the evaluator shall be held. The employee shall sign a copy of the evaluation prepared by the evaluator. The employee's signature shall not be construed to mean agreement with the evaluation. An employee may submit additional comments to the written evaluation if desired. All evaluations are to be placed in the employee's personnel file. Failure to achieve improvement may result in disciplinary action.
5. No complaint against a bargaining unit member by a person other than a Hillsdale County Intermediate School District employee shall be used for personnel evaluation or placed in the bargaining unit member's file, unless said complaint is submitted in written form, thoroughly investigated and disciplinary action taken. This complaint must be signed and dated by the complainant and brought to the bargaining unit member's attention within five (5) work days. A complaint unsubstantiated by proper investigation shall not be included in an employee's personnel file.

E. BREAK TIME, LUNCH PERIOD

1. All employees, except bus drivers and bus aides, scheduled for at least six hours of work per day shall be entitled to 30 minutes of paid break time per day and a 30 minutes unpaid, duty free, uninterrupted lunch period per day.
2. All employees, except bus drivers and bus aides, scheduled for more than six hours of work per day shall be entitled to 40 minutes of paid break time per day and a minimum of 30 minutes unpaid, duty free, uninterrupted lunch period per day.
3. If possible, instructional assistants will be assigned paid break time juxtaposed with an uninterrupted, duty free, unpaid lunch period each day.

4. The District will schedule break time and lunch periods on the basis of needs of the District and student instructional schedules.

ARTICLE VII

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.

- B. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any employee take part in any strike, slow down or stoppage of work, boycott, or other interruption of activities in the Intermediate School District. Failure or refusal on the part of any employee to comply with the provisions of this article shall be cause for whatever disciplinary action is deemed necessary by the Board, which is sanctioned by the Michigan Public Employment Relations Act and this Agreement.

ARTICLE VIII

LEAVE PRIVILEGES

- A. Other provisions notwithstanding, no employee shall receive paid leave for days which have not been recorded as part of their anticipated work year calendar. Further, no employee may receive paid leave for overtime on days which have been recorded as part of their anticipated work year calendar.

B. SICK LEAVE

Paid sick leave for each regularly scheduled employee shall be determined as follows:

1. Each employee shall receive one day of sick leave for each month scheduled. These days shall be granted on July 1st for the upcoming school year. Employees working during the summer (i.e. summer school) shall be granted one-half (1/2) additional sick leave day for each month worked. These days shall be granted on September 1st for the upcoming school year.
2. Each employee, upon the completion of the probationary period, shall be granted five (5) days of sick leave.
3. An employee's total sick leave shall be the sum of the hours generated by provisions 1 and 2 above.
4. Unused sick leave shall accumulate from year to year, but not beyond a maximum of seventy-five (75) work days for a regular employee. Bargaining unit members who have accumulated more than 75 days of sick leave at the end of the school year will be reimbursed for those additional days at the current substitute pay.
5. Each employee shall be notified, in the annual "Back-to-School" meeting to check their AESOP account and to notify the personnel secretary within ten (10) days if there is a problem with their accumulated sick/personal time. The hours posted on AESOP shall be binding unless the employee notifies the personnel secretary within ten (10) days of the meeting.
6. Sick leave with pay shall be allowed as follows:

- a. Illness or physical disability.

Sick leave shall be allowed for illness or physical disability of an employee. Appointments for medical, dental, optical, psychological, and like treatments are considered appropriate for sick leave allowance and will be deducted.

- b. Illness in the immediate family.

Sick leave shall be allowed for illness of a member of the employee's immediate family. The immediate family shall be defined as the employee's father, mother, spouse, child, siblings, spouse's father or mother, and other relatives included at the discretion of the Superintendent.

c. Exposure to contagious disease posing a threat to the health of students.

Sick leave shall be allowed to employees who have been exposed to a contagious disease which poses a threat to the health of students. Such employee shall present a doctor's certification that the employee has been exposed to a contagious disease which poses a threat to the health of the students of the Intermediate School District. Circumstances of the exposure shall be documented on the form supplied by the Board, including names of those involved, dates, length of time and nature of the exposure.

C. ABUSE OF SICK LEAVE

If the Board has reason to believe that any employee is abusing the sick leave provision, it may give the employee notice of the fact that he/she will be required to provide substantiation for further absences. Such notice and requirement shall expire on the following June 30th. If such notice has been provided, the board shall reimburse the employee for actual medical costs, if the employee obtains a physician's statement which offers a diagnosis and includes a statement to the effect that "the employee's health condition makes work inadvisable" and also includes an estimate of the duration of the condition. The Board shall not reimburse expenses eligible for third party payment (e.g., insurance, Medicaid).

D. PERSONAL LEAVE

Personal leave for each regularly scheduled employee shall be determined and utilized as follows:

1. Each employee shall receive an initial grant of personal leave hours equal to the number of hours in the employee's regularly scheduled work day. Probationary employees shall not receive this grant until the completion of the probationary period. In addition, each employee shall receive one (1) hour personal leave for each ninety five (95) hours scheduled. The maximum annual total an employee can earn under both methods shall be twenty four (24) hours. These hours shall be granted on July 1st for the upcoming school year.
2. A maximum of three (3) days unused personal leave may be carried forward to the next year and added to the current year's number of personal leave days. A maximum of six (6) days personal leave may be taken in any one year under this accumulation.

3. An employee who desires to take personal leave shall notify the Board at least three (3) days in advance. The three day notice may be waived by the Board at its discretion.
4. Personal leave shall be used to attend to matters which require the personal attendance and attention of the employee and which cannot be attended to at an alternative time and which do not interfere with the duties of employment.
5. Personal leave may be used when inclement weather prevents travel to work.
6. At the close of each work year members may transfer unused personal leave hours to sick leave accumulation even if such transfer increases the sick leave cap described in Article VII, B4 of this agreement.

E. BEREAVEMENT LEAVE

Each employee shall be granted up to five consecutive days with pay for the death of a member of the immediate family, which shall include the employee's spouse, parents, grandparents, siblings, children, grandchildren and spouse's immediate family. Others may be included at the discretion of the Superintendent.

F. WORKERS COMPENSATION

Any regular employee who, in the scope of employment, incurs an injury for which compensation under the Worker's Compensation Act is received, will be paid, during the period of disability the difference between the normal wages of the employee, calculated according to the regular anticipated work schedule of the employee and the amount received under Worker's Compensation Insurance, until the sum of such supplemental payments reaches an amount equivalent to the amount deducted from accumulated sick leave.

G. FAMILY MEDICAL LEAVE

In cases of family illness or extended personal illness, a bargaining unit member may request, and the Board shall, following the provisions of the Family Medical Leave Act, grant an unpaid family medical leave. Under the provisions of this Act, fringe benefits shall be provided and paid for by the employer for the first twelve (12) weeks of this leave. The bargaining unit member may choose to continue his/her health insurance at his/her own expense as permitted by law.

H. COURT DUTY

An employee who is called for jury duty or subpoenaed as a witness to give testimony for any judicial or administrative tribunal shall be compensated for the difference between the regular pay of the employee calculated according the regular anticipated work schedule of the employee and the pay received for the performance of such obligations. If the employee knows prior to noon that he/she is released, the

employee will contact the employer to determine whether the employee is to return to work.

I. UNPAID LEAVES OF ABSENCE

1. The Board shall grant an emergency leave of absence for a maximum of three (3) days for emergency situations of a severe and serious nature which prevents the employee from reporting to work. The employee shall fully document the facts of the situation on a form supplied by the Board, including names, dates and times and factual circumstances which required the employee's personal attendance and attention. Emergency leave cannot be used to participate in recreational activities or for vacation.
2. Disabled employees who have exhausted all paid sick leave shall be transferred to a board unpaid disability leave of absence for the duration of the disability not to exceed one year.
3. Maternity Leave: The Board shall grant a maternity leave of absence, to any support personnel member employed by the District, in the same fashion as a disability leave. Before granting the leave, the Board will have on file a physician's statement showing the anticipated date of recovery. The affected staff member and supervisor will determine the beginning and ending dates of the leave. The physician's recommendation, health of employee, and general job responsibilities will be some consideration in determining the length, beginning and termination of the leave. Return from maternity leave will be to the same or similar position to which the District believes the employee is qualified and return from maternity leave will not deprive the employee of formerly accumulated leave benefits or position on the salary schedule.
4. Employees may make application to the Board for consideration of unpaid leaves of absence without benefits for other purposes. The Board shall have full discretion in the granting or denial of applications.

ARTICLE IX

MEDICAL EXAMINATIONS

Each employee shall be responsible for securing a medical examination when it is either state or federal requirement, and the Board will pay one hundred percent (100%) of the expenses of the examination. When an examination is required at the discretion of the Board, the Board shall pay the expense of the examination fee.

ARTICLE X

VACANCIES AND/OR NEW POSITIONS

- A. When a vacancy or new position occurs within the bargaining unit, the following shall occur:

Notice of any vacancy or new position shall be posted in the district buildings and on the district's website at least two (2) weeks prior to filling said vacancy or new position. If a vacancy or new position occurs during the summer months (June, July, August) the board shall notify all bargaining unit members, including any laid off, on recall, or on a leave of absence by sending notification by mail, two (2) weeks prior to filling the vacancy or new position. Descriptions of positions shall be posted in building, online and available through the personnel office. The posting shall specify classification, location of work, program if applicable, hours to be worked, starting date and minimum qualifications.

4. When a posting occurs, an employee within this classification shall have the opportunity to transfer into the open position and granted a 30 day trial period. After the 30 days the administration or employee has the right to return to his/her former position. If more than one employee in the classification requests the transfer, this position will be granted by seniority.
5. Bargaining unit members and persons laid off, on recall or leave of absence who want to apply outside of their classification shall do so in writing within the two (2) week posting period. Such persons shall be interviewed, and if they are not awarded the position, upon request they shall be informed of the reason(s) they were denied the position.
6. A vacancy or new position in the bargaining unit will not exist until the Board has exercised all transfers and assignment rights provided for in other articles of this contract.

B. SUMMER EMPLOYMENT

1. In the event that summer employment is planned for bargaining unit positions except bus drivers, employment will be initially offered to the person/persons who primarily perform said work during the regular school year. Primary employment shall be defined as working greater than one half of a work week in said position.
2. Upon request bargaining unit members shall be given the first opportunity to substitute during the summer at their regular hourly rate.

C. FULL/PART-TIME POSITIONS

When filling vacancies, full-time positions will remain full-time positions. When possible, every effort will be made to combine part-time positions to make full-time positions.

ARTICLE XI

SENIORITY, LAY-OFF & RECALL

A. SENIORITY

1. "Classifications" shall be defined as: secretaries; drivers; assistants; custodians; print shop operators; couriers; and vocational education assistants.
2. Unit seniority shall be defined as the length of continuous service with the district as a member of the bargaining unit. Accumulation of unit seniority shall begin on the bargaining unit member's hire date, defined as the date of board action to employ, or first work date, whichever occurs first. In the event more than one member has the same hire date, position on the unit seniority list shall be determined by the date of first serving the district as a substitute employee. If none of the members previously served the district as a substitute employee, position on the unit seniority list shall be determined by drawing lots.
3. Classification seniority shall be defined as the length of continuous service within the classification in which the bargaining unit member is presently serving. Members hired into their present classifications shall have the same relative positions on the classification seniority list as on the unit seniority list. Members who voluntarily transfer into a classification from another, shall be placed on the classification seniority list according to their first day of service in the classification provided that if multiple transferees begin work in a classification on the same date, they shall have the same relative positions as on the unit seniority list.
4. Unit seniority shall be lost by a bargaining unit member upon termination, resignation, or retirement. An employee who voluntarily transfers to a new classification shall lose classification seniority in the previous classification, but maintain unit seniority. An employee who transfers to a non bargaining unit position shall retain seniority and the right to return to the previously held position for a period of 6 months.
5. An employee involuntarily transferred to a different classification shall have the same classification seniority as earned in the last previous classification.
6. By October 31 the employer shall annually provide the association a current seniority list. Within thirty (30) days of posting the seniority list, any objections to the list shall be filed. Thereafter, the list is final and conclusive.

B. LAYOFF

1. The Board shall not arbitrarily initiate a lay-off or cutback in hours. The Board shall have some basis for initiating a lay-off or cutback in hours such as, but not limited to, reduction of program or service level when economic, financial, or educational needs of the district dictate.

2. Except in the event of an emergency, no bargaining unit member shall be laid off or reduced in hours unless he/she has been given forty (40) calendar days written notice.
3. In the event of a necessary reduction in work force, the employer shall identify the specific position(s) to be eliminated and shall identify the bargaining unit member(s) in the affected classification(s) with the least amount of classification seniority and those bargaining unit members shall be laid off.
4. A bargaining unit member whose position has been eliminated due to reduction in the work force or who has been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) which is held by a bargaining unit member with less classification seniority.
5. In the event an entire classification is eliminated, the employee(s) so affected may utilize his/her unit seniority to "bump" the least senior employee in another classification group. However, such employee must, first, be qualified for the position, have the appropriate state license/permit/certification, and must meet any state requirements for the position before he/she may "bump" into the new classification. "Qualified" for a position shall mean that the individual meets the requirements of the position as posted; provided such requirements are not greater than those held by individuals currently working in that classification.

C. STATUS WHILE ON LAY-OFF

1. A laid-off bargaining unit member shall, upon application, be granted priority status on the substitute list according to seniority.
2. It shall be the bargaining unit member's responsibility to keep the Board notified of their current mailing address.
3. Bargaining unit members on lay-off shall accrue both unit and classification seniority during the period of lay-off.
4. A bargaining unit member who is laid-off at the end of a school year and paid unemployment compensation benefits during the summer immediately following the lay-off and who is subsequently recalled to employment at the beginning of the next school year shall be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate shall be equal to the rate of salary he/she would have earned for the school year had he/she not been laid-off.

D. RECALL

1. Laid-off bargaining unit members shall be recalled in order of unit seniority, in their respective classification(s) with the most senior being recalled first.

2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.
3. Bargaining unit members recalled to employment providing at least as many hours a week as were being worked at the time of lay-off, are obligated to take such work. A bargaining unit member who declines recall to such work shall forfeit rights to recall.
4. Upon request, a bargaining unit member shall be granted a delay, not to exceed 5 days from receipt of recall notice, in reporting to work. The employer may temporarily fill the position during the delay.
5. Other provisions notwithstanding, the expiration of two (2) years from the beginning date of the following school year after lay-off shall terminate all rights to recall.

ARTICLE XII

TRANSPORTATION/DRIVERS

- A. Bus routes shall be established, modified and assigned with the goal of minimizing student riding time, and in accordance with the following procedures:
1. Routes shall be established by the District at the beginning of each school year. The starting time, preliminary routing, number of students and estimated time of the route will be provided. Drivers shall select routes on the basis of seniority (the most senior driver selecting first).
 2. Prior to December 15, a paper ballot survey shall be completed in order to determine if a second bid period will be organized. A negative vote shall relieve the Board of Education of organizing a January bid period. On the second Wednesday of January, the District shall inform each driver of the actual driving time of all drivers for the previous four weeks driven. Drivers shall again select routes on the basis of seniority the next day. Actual changes in routes shall take place the first day of the next pay period.
 3. Summer route programs beyond the regular school year shall be estimated by the District one week previous to such extensions. Drivers shall select routes based on seniority.
 4. During the period between bidding, effort shall be made to spread any permanent reduction in routes proportionately among multiple routes. It is realized that there are temporary variations that can occur because of student attendance patterns. Further, special purpose routes (i.e. single, county-wide routes transporting students to the same location) are excluded from this provision.
- B. Non-regular extra driving will be offered to drivers on a rotation basis. However, this provision shall be subject to the following limitations:
1. Driving necessitated by bus maintenance or repair shall be excluded. If the District does choose to assign such responsibilities to drivers, it shall be done according to their position on the rotational list.
 2. If a need for an extra run arises unexpectedly during the work day and driver scheduled for rotation is not on the premises, the supervisor may choose from these drivers who are on the premises according to the rotation list.
 3. "A" trips are defined as any trip over two (2) hours. "B" trips are defined as any other extra trip. A trips and B trips will be assigned on a rotating seniority basis. If a driver refuses one type of trip they remain eligible, in rotation, for the other trip type.

- C. Drivers shall be paid actual driving time, as recorded by a time clock, including time spent for vehicle pre-checks. While on the time clock during non driving time, drivers are responsible for maintaining appropriate cleanliness of their bus.
- D. Drivers and Bus Aides may be assigned student supervisory functions during field trips and similar extra trips at the discretion of the administration. Notice of such functions shall be included when the extra trip is offered. The administration will inform all teachers that driver's need and are entitled to a student-free break during field trips and will not always be available for student supervision. In this regard, teachers should consult the driver and/or supervisor before planning the field trip student supervision.
- E. When a bus route vacancy occurs at least 20 days from the next driver bidding period and is a result of bus driver resignations, termination or approved leave of absence scheduled to extend beyond the next driver bidding period, said bus route vacancy will be offered to existing, regularly employed drivers according to seniority.
- F. Drivers shall be provided one jacket every other fiscal year by October 1st.
- G. Any part time ISD bus driver who chooses to sub shall cover all ISD sub openings first before being available to sub for another school. This employee shall not be pulled to cover for another district.

ARTICLE XIII

REIMBURSEMENT FOR CERTAIN PERSONAL PROPERTY

The Board will reimburse for actual cost of repair/replacement of dentures, contact lenses and eyeglasses that have been damaged as a direct result of the employee's work performance with the District. Further, the District will reimburse the employee for costs needed to replace clothing and/or personal articles damaged by students (maximum reimbursement \$60 per incident).

ARTICLE XIV

NEGOTIATION PROCEDURES

- A. In the event the salary schedule or any other of the provisions contained in this Agreement are opened for negotiations as provided in other sections of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon such provision. Except upon mutual agreement the parties agree to meet no earlier than seventy-five (75) days prior to the reopening of a provision of this Agreement or the termination of this Agreement no later than sixty (60) days prior to the reopening of a provision of this Agreement or the termination of this Agreement for the purpose of entering into negotiation.
- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiation or bargaining representatives of the party and each party may select its representatives within or outside the school district. No final Agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority vote of those members voting of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make concessions in the course of negotiations and bargaining, subject only to ultimate ratification.
- C. If the Board desires to meet during the working hours, all members of the association negotiation team shall be paid their regular hourly wages. No charge shall be assessed upon employee sick leave/sick leave credit/personal leave time.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Definition:

A grievance shall be defined as a claim of the misapplication or violation of this Agreement or any written supplemental Agreements.

“Work days” are days when the administrative office is open.

B. Limitations:

The following matters shall not be grievable beyond Step 4 of the procedure:

1. Any matter which is prescribed by law or state regulation, or over which the Board is without power to act.
2. Dismissal and discipline of probationary employees.
3. Provisions of insurance contracts or policies.

C. Procedure:

It is agreed that the time limits specified will be adhered to unless extended by mutual agreement.

Step 1

The employee shall first discuss the grievance orally with the person charged with his/her immediate supervision.

Step 2

In the event the aggrieved employee is not satisfied with the disposition at Step 1, the grievant shall reduce the grievance to writing and submit it to his/her Program Director within ten (10) working days of the alleged occurrence. The written grievance shall be specific and contain a statement of the facts upon which the grievance is based and shall refer to the articles and sections of the Agreement which have been allegedly misapplied or violated and shall state the relief requested and must further bear the name of and be signed by the employee or employees involved/or the Association. Such written grievance may be prepared with the aid of an Association representative. The program Director with whom the grievance has been filed shall within ten (10) working days give an answer in writing to the grievant or the Association. The grievance shall be filed on the attached form. (pages 42-44)

Step 3

In the event the aggrieved employee is not satisfied with the disposition at Step 2, the grievant shall transmit the grievance in writing to the Superintendent within five (5) working days of the answer at Step 2. The aggrieved employee may also schedule an appointment with the Superintendent and personally discuss the grievance. The Superintendent shall have ten (10) work days from receipt to answer the grievance. Grievances in which the Superintendent is the employee's immediate supervisor shall be initiated at this step.

Step 4

In the event the aggrieved employee is not satisfied with the disposition at Step 3, the grievant shall transmit the grievance in writing to the Secretary of the Board of Education within five (5) working days of the answer at Step 3. The Board shall consider the grievance within forty-five (45) calendar days of receipt of the grievance by the Secretary of the Board. The aggrieved employee may appear before the Board and may have the assistance of an Association representative in the presentation of the grievance. The Board shall prescribe such procedures for the hearing as it may deem appropriate. The Board shall issue its final determination of the grievance no later than fifteen (15) work days following the hearing.

Step 5

1. Individual employees shall not have the right to process a grievance at Step 5.
2. If the Association is not satisfied with the disposition of the grievance at Step 4, it may, within ten (10) work days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator in accordance with its rules.
3. Neither party may raise a new defense or issue at Step 5 not previously or disclosed at other written steps. Each party shall submit to the other party not less than two (2) weeks prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be presented at the hearing and hold a conference at that time in an attempt to settle the grievance.
4. 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.

D. Arbitration:

1. The arbitrator shall have no power to:

Subtract from, disregard, alter or modify any of the terms of this Agreement.

Establish salary schedules or change any salary except in accordance with the schedules attached hereto.

Change any practice, policy or rule of the Board of Education or substitute his or her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.

Decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall construe the Agreement so that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

Interpret state or federal law.

Hear any grievance barred by other provisions of this Agreement.

Hear any matter involving employee evaluation unless it is used as the basis of employee discipline.

2. After a case has been submitted to the arbitrator, it may not be withdrawn by either party except by mutual consent.
 3. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall determine the arbitrability issue before proceeding to the issue on the merits. In the event that a case is taken to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 4. More than one grievance may not be considered by the arbitrator at the same time except upon expressed mutual written consent.
 5. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall assume its own cost of representation, including witness fees.
- E. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limit specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
- F. All preparation, filing, presentation or consideration of grievance shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.

- G. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
- H. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the award be for earlier than thirty (30) work days prior to the date on which the grievance is filed.
- I. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned. From that amount will be deducted any compensation received which was made possible by the dismissal or reduction of hours (e.g. unemployment compensation).
- J. All parties to this Agreement shall make earnest attempts to dispose of grievances at each level as set forth in the grievance procedure, and the grievance procedure as set forth herein shall be exclusive procedure to be followed in the case of a grievance.

ARTICLE XVI

DURATION OF AGREEMENT

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices when oral or written expresses all obligation of and restrictions imposed upon the Board and the Association.

This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute in the future enforcement of all its terms and conditions.

- B. If any specific provision of this Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.
- C. The parties acknowledgment 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 areas of collective bargaining, and that the understanding 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 each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Board shall have the right to deal with subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment to this Agreement concerning such subjects or matters.

- D. This Agreement shall become effective by July 1, 2009 upon ratification by a majority of the Board and the membership of the Association and shall continue in effect through June 30, 2012 at which time it will terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ARTICLE XVII

MISCELLANEOUS

A. SEVERANCE PAY

An employee who leaves the district shall be paid at current substitute wages, an amount equal to their accrued sick and personal leave time up to seventy-five (75) days. Such compensation shall be paid within thirty (30) business days of the employees last day worked.

B. ROTATION OF TEACHER AND INSTRUCTIONAL ASSISTANTS

If a Teacher Assistant or Instructional Assistant who has been in the same position for two (2) years requests consideration for reassignment to another position within the classification, the Board shall consider this an application for any such position that opens and shall be considered with other applications for an open position.

C. TRANSFERS

The parties agree that employee transfers are sometimes beneficial, and sometimes disruptive. Involuntary transfers shall be preceded by a meeting of the potential transferee and supervisor, at which transfer reasons shall be specified and any proposals which would make the transfer unnecessary shall be considered.

D. SUPPORT ASSOCIATION JOB DESCRIPTION

A committee of bargaining unit members by classification and administrators will review all proposed Association job descriptions and changes in job descriptions and, if necessary, make recommendations to the Board of Education.

E. “ACT OF GOD DAYS”

The following provisions shall apply to those days on which work stations are closed or delayed because of conditions not within the control of school authorities.

1. When a member’s work station is officially closed due to “conditions not within the control of school authorities”, and if according to law or Michigan Department of Education rule or guideline, the time does not have to be made up, the bargaining unit member will be paid for the time.
2. ALL EMPLOYEES
 - a. If a work station is delayed from opening at the regular time, bargaining unit members may report at the time the work station opens after the delay is canceled. If a work station is closed early due to “conditions not within the control of school

authorities”, bargaining unit members may leave early after notifying their Supervisor or the office. Bargaining unit members will be paid for the regular time the work station would have been open. Drivers will be paid for one hour at their regular rate for show up time when school is delayed or is closed.

3. During days when the work station is closed because of “conditions not within the control of school authorities”, drivers will be paid their regular hourly rate from the time they regularly report for work in the morning until their work station is officially closed.
4. The following employees shall receive the equivalent of (2) two work days to use for days that school is closed/delayed due to inclement weather and, in their judgment; they cannot get to their work stations. These hours are non cumulative and are granted on an annual basis: secretaries, custodians(s), Print Shop/courier(s).

F. NECESSARY TRAINING

Before being asked to perform personal care or treatments to a student, employees will be given necessary inservice or training on the procedure from a person that the District feels has an adequate background and is skilled in the procedure.

G. STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

1. Whenever it appears the presence of a student in the classroom or on a bus presents a disruptive or physical hazard, the employer shall be notified immediately. Immediate action will be taken to protect the physical safety of the student, other students, and the staff.
2. Any case of assault and/or battery upon a staff member while acting in the scope of his/her employment should be promptly reported to the Board or its designated representative. The Board shall, upon request, provide legal counsel to advise the staff member of his/her rights and obligations with respect to any such assault and/or battery and shall provide such legal and other necessary representation and assistance as may be required in connection with incidents arising out of a staff members efforts at self defense against an attack on him/her. The employer shall promulgate rules and regulations setting forth the procedure to be utilized in disciplining, expelling or suspending students for misbehavior.

H. EMPLOYEES ATTENDING CONFERENCES

1. Employees directed by the Administration to attend mandatory activities shall be compensated for their normal workday. Additional compensation shall be paid for hours beyond their normal work day. These additional hours shall accrue for travel time or extended sessions. When required activity results in an overnight stay, only travel time to and from the activity which is outside the normal day is compensable. No extended session time or down time is compensable.

2. Employees attending outside activities that are voluntary and with administrative approval shall be compensated for their normal daily schedule only.
3. Mileage compensation at the Internal Revenue rate shall be paid for activities listed in paragraphs 1 and 2.

ARTICLE XVIII

WAGES AND INSURANCE

- A. Wages of the members of the bargaining unit are set forth in Schedule A attached hereto and incorporated in this Agreement.
- B. Insurance benefits for the members of the bargaining unit are set forth in Schedule B attached hereto and incorporated in this Agreement.
- C. When a bargaining unit member is placed in a temporary, substitute position which is the same classification as the bargaining unit member's regular assignment, the bargaining unit member will be paid the same wage rate as he/she is paid in the regular assignment.
- D. When an instructional assistant works in a classroom when another assistant is assigned to the classroom is absent, and the absent employee is not replaced by a substitute despite the remaining assistant's request for a substitute, the remaining assistant shall be paid time and a half for the period of absence.
- E. The HCISD will also make every effort to assign a registered substitute teacher or reassign another ISD teacher when the regular teacher is absent. Should a classroom go uncovered without a substitute the affected assistants will receive time and a half for the period of the teacher's absence.
- F. Employees scheduled to work second shift shall receive ten cents (10 c) per hour pay differential.
- G. The pay set forth in Schedule A shall be calculated by the employee's hourly rate times the anticipated total number of scheduled work hours in the school year. The pay shall be distributed bi-weekly in either 21 or 26 equal pays or paid for actual hours worked at the employee's discretion.

SCHEDULE A

HILLSDALE COUNTY INTERMEDIATE SCHOOL
DISTRICT

Salary Schedule for Support Staff (Hourly Rates)

	Increase of	Increase of	
	\$0.00	\$0.00	
	2009-2010	2010-2011	2011-2012
0	\$16.21	\$16.21	\$16.21
1	\$16.64	\$16.64	\$16.64
2	\$17.15	\$17.15	\$17.15
3	\$17.50	\$17.50	\$17.50
4	\$17.93	\$17.93	\$17.93
5	\$18.37	\$18.37	\$18.37
6	\$18.83	\$18.83	\$18.83
7	\$19.28	\$19.28	\$19.28

2011-12 \$5,000 paid off schedule to bargaining unit members. The ESPA shall determine how it shall be paid.

- A. Instructional Assistants, Bus Drivers, Secretaries, Vocational Education Assistants, Custodians and Print Shop Operators.
- B. Bus Aides
- C. Miscellaneous Compensation Conditions
 - 1. Employees will be paid on the basis of an hourly rate and the number of hours worked during the bi-weekly pay period. The Board will determine the number of hours to be worked during the pay period based on the needs of the Intermediate School District. Six (6) hours per day and thirty (30) hours per week and sixty (60) hours per bi-weekly pay period will be considered full-time. Each employee shall receive in writing, his/her anticipated work schedule for the year which shall include, at minimum, the total number of days, number of days per week, and number of hours per day when requested of his/her supervisor.
 - 2. Both the Board and the Association recognize that due to temporary excessive service demands or unforeseen circumstances work beyond the normal work day may be necessary. The Board may direct an employee to work beyond the normal work day. Such employee will be granted either an equal amount of time as compensatory time or paid the normal hourly rate as overtime, provided that when the wage and hour laws require, the Board shall grant such employee either an equal amount of time as compensatory time calculated at the required overtime rate or pay the required overtime rate. It is understood that every attempt will be made by the Board to give the employee advance notice of the need for work beyond the work day. Both the employee and his or her supervisor shall consider the needs of the district and the desires of the employee and attempt to schedule the use of compensatory time as soon as possible. Any compensatory time which is not used by the end of the employee's work year shall be reclassified as personal leave time; provided further that such personal leave time shall not be subject to the limits on accumulation or purpose imposed by Article VII, Section C.
 - 3. The Board may allow up to a maximum of four (4) years experience on the wage schedule for similar work experience or education background. Employees must work for one year at a salary step to be advanced to the next higher salary step.
 - 4. The Board shall have the right to hire employees under any federal program and pursuant to the provisions of law be permitted to pay the wage rate allowed.
 - 5. Those employees who only work the student year shall be considered in the continuous employ of the Board for the remainder of the contract year in which they worked for the purpose of this Agreement.
 - 6. No employee shall be required to work more than 1631 hours or fifty (50) weeks per contract year. An employee may request more than 1631 hours or fifty (50) weeks and

the Board may then offer and upon acceptance by the employee, require fulfillment of the assigned hours.

7. Hours worked by Instructional Assistants.

The Board recognizes the need for inservice training and preparation time for instructional assistants; and further, recognizes the need for instructional assistants to participate in student staffing.

Instructional assistants will be paid for any time spent in inservice training, preparation and student staffing when such time is approved in advance by the Superintendent/delegate.

When the request for additional time is granted, a weekly time sheet will be used and initialed by the employee's immediate supervisor, signed by the employee and turned in to the bookkeeping department. Payment will be made monthly.

SCHEDULE B

INSURANCE

A. 1. An anticipated work year shall be established for each position prior to the opening of the school year. If a position is created after the opening of the school year, for fringe benefit entitlement purposes, an anticipated work year shall be constructed as if the position existed at the opening of the school year.

2. Payment of fringe benefits shall occur during the period September 1st – August 31st. Entitlement to fringe benefits shall accrue during the twelve month period commencing with the opening of the school year. Each regular employee scheduled to work a minimum of 900 hours during the entitlement period shall receive full fringe benefits subject to the following. Employees employed as of June 30, 2000 scheduled to work less than this minimum shall be entitled to fully paid MESSA-PAK Plan B with prorated annuity or to prorated MESSA PAK Plan C fringe benefits according to following:

Effective September 1, 2010, the Board shall contribute \$1,315 per month per employee based on the July 1 composite rate toward health, vision, dental, Rx, long term disability and life insurance for those employees electing health insurance.

Effective July 1, 2011, the parties shall share equally any premium increase above \$1,315 per month based on the July 1 renewal composite rate. The benefit levels on July 1, 2011 may not be altered or increased without Board approval for those employees electing health insurance.

Effective July 1, 2012, the parties shall share equally any premium increase over the July 1, 2011 composite rate, but the Board shall not contribute more than five percent (5%) of the increased premium for those employees electing health insurance.

SCHEDULED FRINGE BENEFIT HOURS ENTITLEMENT

810 Hr. Minimum
75%
540 Hr. Minimum
50%
270 Hr. Minimum
25%

3. Fringe benefit entitlement of employees who are hired, or return from an unpaid leave of absence, after the opening of the school year shall be established on the basis of the anticipated work year for the position (i.e. until September 1st, the employee shall receive

the same monthly fringe benefits as the employee would have if he or she had begun work at the beginning of the anticipated work year for the position).

B. Once fringe benefit entitlement is established, changes shall only occur upon:

1. The Insurance Open – Enrollment period is in September of each year. However enrollment changes due to marital status, or dependent change, or loss of insurance or extenuating circumstances may be made at the time of such change.

C. Full-time bargaining unit members shall elect either MESSA-PAK C or MESSA-PAK B. Part time employees may select either MESSA-PAK C or MESSA PAK B at their expense at the district rates. PAK B and PAK C coverage description follows:

MESSA PAK B

Those members not electing health insurance shall be eligible for PAK B outlined below:

MESSA Life Insurance	\$25,000 + AD&D
MESSA/Delta Dental Plan	Class I at 80%
	Class II at 80%
	Class III at 80%
	Class I, II & III Annual Maximum = \$1,000
	Class IV at 80% with a Lifetime Maximum of \$1,300

MESSA/Vision Service Plan VSP2

Long Term Disability	66 2/3%, \$1,500 maximum, 90 Calendar Days-Modified Fill Maternity coverage Pre-existing condition waiver Alcohol/Drug waiver – 2 Year Limitations Mental/Nervous Waiver -2 Year Limitation
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MESSA PAK C (for employees electing health insurance)

MESSA Choices II	Health Insurance
Prescription	\$10.00/\$20.00
MESSA Life Insurance	\$10,000 + AD&D
MESSA/Delta Dental Plan	Class I at 80%
	Class II at 80%
	Class III at 80%
	Class I, II & III Annual Maximum = \$1,000
	Class IV at 80% with a Lifetime Maximum of \$1,300

MESSA/Vision Service Plan VSP2

Long Term Disability	66 2/3%, \$1,500 maximum, 90 Calendar Days-Modified Fill Maternity coverage Pre-existing condition waiver
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Alcohol/Drug waiver – 2 Year Limitations
Mental/Nervous Waiver -2 Year Limitation

- D. For members who do not elect MESSA PAK C the Board shall pay, on behalf of members who desire such benefit, \$400.00 per month, to be applied to non-taxable insurance options in cash or annuities offered by companies approved by the Board or combination thereof. To elect a tax deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
- E. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All costs related to the implementation and administration of the Section 125 program shall be borne by the employer.

Employee premium contributions shall be deducted from 21 pays throughout the school year. Employees contribution shall be made through the Districts 125 Plan (at no cost to the employee) through a Salary Reduction Agreement and payroll deduction.

- F. The Board shall provide professional liability insurance for all members of the bargaining unit.
- G. The insurance benefits provided herein shall begin on the first date acceptable to the respective carrier after the employee has begun actual employment and completed all necessary forms. The benefits shall terminate on the last day of the insurance month following the employee's termination, or transfer to unpaid leave, unless the employee's work year has been completed, in which case benefits shall continue until August 31st. Termination of benefits shall be further governed by the provision of PL 99-272.
- H. Notwithstanding the provisions of this section, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.
- I. The Board, by payment of the premium payments required to provide the coverages set forth, shall be relieved from all liability with respect to the benefits provided by the insurance company to provide any of the benefits for which it has contracted for any reason, shall not result in any liability to the Board of Education or the Union, nor shall such failure be considered a breach of any obligation by either of them.
- J. The Board, by payment of the premium payments required to provide the coverage's set forth, shall be relieved from all liability with respect to the benefits provided by the insurance company to provide any of the benefits for which it has contracted for any reason, shall not result in any liability to the Board of Education or the union, nor shall such failure be considered a breach of any obligation by either of them.
- K. Employees shall notify the Board as soon as possible of any changes in family composition which affects health insurance premiums.

SCHEDULE C

LONGEVITY PAY

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
* 10 to 14 years	5%	5%	5%
* 15 to 19 years	6%	6%	6%
* 20 years and +	7%	7%	7%

* Percent of salary as reflected in chart above for each year.

Longevity will be paid the first pay in January according to your earnings for the previous calendar year.

GRIEVANCE REPORT FORM

HILLSDALE ISD MESPA

Distribution of Form

1. Superintendent
2. Program Director
3. Association
4. Employee

Submit to Program Director in Duplicate

Building Date Filed	Assignment	Name of Grievant
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Step I-Discussion of complaint with immediate supervisor.

Step II-Present in writing to the Program Director within 10 working days of alleged occurrence.

A. Date Cause of Grievance Occurred _____.

B. Statement of Grievance (Be specific and list article and sections of the Agreement that have been violated.)

Relief Sought _____

Date Discussed with Immediate Supervisor _____

Signature & Date

C. Decision by Program Director (Must be within 10 working days of initiating Step II.)

Signature & Date

D. Position of Grievant and/or Association _____

Signature & Date

Step III

A. Date Received by Superintendent or Designee _____

B. Decision of Superintendent (Supt. has 10 days from receipt) _____

Signature & Date

C. Position of Grievant and/or Association _____

Signature & Date

Step IV

A. Date Received by Board of Education of Designee (Must be received by the Board within 5 working days of receipt of Superintendents decision) _____

If additional space is needed, attach an additional sheet.

B. Disposition by Board (Must consider grievance within 45 days and then has 15 days to make final determination)

Signature & Date

C. Position of Grievant and/or Association _____

Signature & Date

Step V

A. Date Submitted to Arbitration (Must be within 10 days of Board's Decision)

B. Disposition & Award of Arbitrator _____

Signature & Date

If additional space is needed, attach an additional sheet.