

Table of Contents

AGREEMENT.....	2
ARTICLE I – PURPOSE AND INTENT	3
ARTICLE II – RECOGNITION – EMPLOYEES COVERED.....	3
ARTICLE III – EMPLOYER RIGHTS	3
ARTICLE IV – EMPLOYEE RIGHTS.....	5
ARTICLE V – UNION RIGHTS	6
ARTICLE VI – NO STRIKE CLAUSE	7
ARTICLE VII – FINANCIAL RESPONSIBILITY	7
ARTICLE VIII – PAYROLL DEDUCTION	8
ARTICLE IX – MEDICAL INFORMATION	10
ARTICLE X – PROBATIONARY PERIOD	10
ARTICLE XI – SENIORITY	10
ARTICLE XII – WORKING HOURS	10
ARTICLE XIII – WORKING CONDITIONS	12
ARTICLE XIV – TRANSFERS AND ASSIGNMENTS.....	13
ARTICLE XV – VACANCIES, PROMOTIONS, JOB POSTINGS & BIDDING PROCEDURES	13
ARTICLE XVI – LAYOFF AND RECALL.....	14
ARTICLE XVII – PERSONNEL FILES & EMPLOYEE COMPETENCE	16
ARTICLE XVIII – JURY DUTY	16
ARTICLE XIX – SICK LEAVE	16
ARTICLE XX – UNPAID LEAVES OF ABSENCE	17
ARTICLE XXI – DEATH IN THE IMMEDIATE FAMILY	18
ARTICLE XXII – VACATIONS	18
ARTICLE XXIII – HOLIDAYS	19

ARTICLE XXIV – GRIEVANCE PROCEDURE 19

ARTICLE XXV – COMPENSATION 21

ARTICLE XXVI – DISTRIBUTION OF AGREEMENT 22

ARTICLE XXVII – HEALTH INSURANCE 22

ARTICLE XXVIII - GENERAL PROVISIONS.....23

ARTICLE XXIX - EMPLOYEE EVALUATIONS.....24

ARTICLE XXX – DURATION OF AGREEMENT..... 25

AGREEMENT

This Agreement entered into June 9, 2011, between the Huron Intermediate School District (hereinafter referred to as the "Employer") and the Huron Intermediate Support Staff and MESPA (hereinafter referred to as the "Union").

ARTICLE I – PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, rate of pay, wages and hours of employment. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager. This clause is included in this Agreement because it is legally required by state law. The parties did not agree to this provision. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

ARTICLE II – RECOGNITION – EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below; excluding day-to-day substitutes and all other substitutes employed for less than one hundred (100) working days in a given school year, supervisors, superintendent's secretary, truancy/gifted and talented secretary, bookkeepers, and all other employees.

Included in the bargaining unit are all special education paraprofessionals, Career/Technical Education paraprofessionals, secretaries, printers, custodians, lead custodians, and maintenance engineers.

ARTICLE III – EMPLOYER RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except for those which are clearly and expressly relinquished herein by

the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the size of management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

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

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

ARTICLE IV – EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict any rights the employee may have under applicable state or federal law or constitution.
- B. Any case of assault upon a Bargaining Unit Member shall be promptly reported to the Board. The Board will provide the Bargaining Unit Member with legal counsel or advise the individual of his/her rights and obligation with respect to such assault and shall promptly render all reasonable assistance to the Bargaining Unit Member in connection with handling of the incident by law enforcement and judicial authorities. Up to seven (7) days of time lost of a Bargaining Unit Member in connection with any incident mentioned in this Article shall not be charged against the Bargaining Unit Member's sick bank even though the regular gross earnings shall be maintained.
- C. The Board shall reimburse Bargaining Unit Members for loss, damage, or destruction of clothing or personal property while on duty not to exceed one hundred fifty dollars (\$150.00) per year with the exception of food service and automotive mechanic paraprofessionals who will be provided with a one hundred twenty-five dollar (\$125.00) per year uniform allowance and up to forty dollars (\$40.00) per year for damaged clothing.
 1. The District will provide to the new custodians four (4) shirts, two (2) of which will be a polo style, and three (3) pair of slacks. The District will replace one (1) shirt and one (1) pair of slacks each year thereafter.
 2. The District will provide one (1) pair of Carhart winter garments for each custodian to use. Said garments to be kept on site.

In the event that a member's glasses are damaged in the course of performing their duties, the member shall use his/her insurance benefit to replace said glasses. Any outstanding balance not paid by the insurance will be paid for by the Board. New glasses will be equivalent to damaged pair, any upgrade will be paid for by the member. In the event that the member has used his/her insurance benefit for the year the Board will pay the cost to replace/repair the

glasses. Glasses damaged in the course of performing his/her duties shall not be charged against the above mentioned allowance.

- D. In the event a formal written complaint is made against any Bargaining Unit Member, the individual shall be given full information with respect thereto and with respect to an investigation conducted by the Board. The employee may submit a brief explanation in the form of a notation regarding said complaint and the same shall be attached to the file copy and the material in question.
- E. An employee shall be entitled, at the employee's request, to have present a representative of the Bargaining Unit when being reprimanded or disciplined for any infraction of the rules or delinquency in professional performance. Whenever the possible discipline is more severe than a reprimand, such representative may, at the employee's request, be a MEA staff representative.
- F. The parties recognize the merits of progressive discipline. It is therefore agreed that progressive discipline shall be exercised and shall include, but not be limited to or necessarily to be the order listed; verbal warning, written warning-reprimand, suspension with or without pay, and discharge.

However, certain delinquencies, including, but not limited to, being under the influence of intoxicating beverages or drugs, or theft shall be just cause for immediate dismissal.

- G. Each Bargaining Unit member shall be given a yearly status report reflecting: wage, accumulated sick leave, and date of hire. Sick leave shall be reported on the employee's check stub subject to computer ability to make this report.
- H. All Bargaining Unit Members shall have full rights of due process, including, but not limited to, the right to confront his/her accuser, fair and competent representation, and a hearing prior to any action which may result in suspension, demotion or dismissal.

ARTICLE V – UNION RIGHTS

- A. The Union and its representatives shall have the right to use the Board buildings at all reasonable hours for meetings which do not interfere with the functions of the regular program or previously scheduled activities. Such use will not occur between the hours of eight (8:00) AM and four (4:00) PM. The buildings will be provided at no charge, and it is stipulated that required forms will be filed with the appropriate building office in accordance with Board Policy.

- B. The Union shall be permitted to transact official Union business in Board buildings at all reasonable times, provided that it shall not interfere with normal operations. This shall not be construed to mean meeting times.
- C. The Board will provide space on existing bulletin boards in each building for the Union and its members for the purpose of posting local MEA vacancies, MEA Financial Services information, meeting notices and copies of this Agreement. Also, the bulletin board in the kitchen at the Intermediate School District Office building may be shared with the Union for the same purposes.
- D. The Union shall be permitted use of reproduction equipment when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use. This is for local Huron Intermediate Support Staff use only.
- E. The Union shall be granted a total of two (2) days per year with pay with which to conduct its Union business. Notification of the use of such day(s) shall be seventy-two (72) hours prior to use.
- F. The Board agrees to furnish to the Union in response to all reasonable requests all available public information and information necessary for the Union to process a grievance. The Union shall be responsible for research and computation of the above information.

ARTICLE VI – NO STRIKE CLAUSE

The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slow down or stoppage of work, boycott or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action, up to and including discharge.

ARTICLE VII – FINANCIAL RESPONSIBILITY

- A. Any Bargaining Unit Member who is not a member of the Union in good standing, or who does not make application for membership within thirty (30) days from the date of

commencement of duties, shall, as a condition of employment, pay as a Service Fee to the Union an amount equivalent to the dues uniformly required to be paid by members of the Union; provided, however, that the Bargaining Unit Member may authorize payroll deduction for such fee in the same manner as provided in Article VIII. In the event that a Bargaining Unit Member shall not pay such Service Fee directly to the Union through authorized payroll deduction, as provided in this Agreement, the Board shall, at the request of the Union, terminate the employment of such Bargaining Unit Member. The parties expressly recognize that the failure of any Bargaining Unit Member to comply with the provision of this Article is just and reasonable cause for discharge.

- B. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Union further agrees to indemnify the Board of any costs, damages or financial obligation of any kind which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
1. The damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents.
 2. The Union, after consultation with the Board, has the right to decide whether or not to appeal the decision to any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or other tribunal.
 3. The Union has the right to choose the legal counsel to defend any suit or action.

ARTICLE VIII – PAYROLL DEDUCTION

A. Service Fees

Each Bargaining Unit Member shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
2. Pay a Service Fee to the Union, pursuant to the Union’s “Policy Regarding Objections to Political-Ideological Expenditures” and the Administrative procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The Bargaining Unit Member may authorize payroll deduction for such fee. In the event that the Bargaining Unit Member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the employer shall pursuant to

MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the Bargaining Unit Member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected Bargaining Unit Member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

B. Objections Policy

1. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the Administrative procedures (including the timetable for payment pursuant thereto applies only to non-union Bargaining Unit Members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting Bargaining Unit Member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

C. Dues Deductions

1. Any Bargaining Unit Member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the Bargaining Unit Member each month for ten (10) months, beginning in September and ending in June of each year.

D. Payroll Deduction

1. Upon appropriate written authorization from the Bargaining Unit Member the Employer shall deduct from the wages of any such Bargaining Unit Member and make appropriate remittance for annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Union and the Employer.

ARTICLE IX – MEDICAL INFORMATION

As a condition of continued employment, all employees required to do so, shall file with the office of the Superintendent of Schools, an official statement from a licensed physician or registered nurse which establishes freedom from communicable tuberculosis. This statement must be filed as provided by law and must be received by the office of the Superintendent not earlier than June 30th and not later than one (1) week after the first workday of the employee at the start of each school year in which the test is required.

ARTICLE X – PROBATIONARY PERIOD

- A. All new employees shall serve a ninety (90) calendar day probationary period.
- B. All probationary employees will be evaluated at least two (2) times during the probationary period. The results of the evaluation will be shared with the employee within five (5) working days of the evaluation.
- C. A probationary employee cannot pursue a grievance involving his/her dismissal beyond the second step of the grievance procedure.

ARTICLE XI – SENIORITY

- A. Seniority shall be defined as the most recent date of hire by the district.
- B. When employees complete the probationary period, they will be entered on the seniority list within classification and accumulation of seniority shall begin on the first working day excluding any time worked in the capacity of a substitute for the purpose of this Agreement. Seniority shall accrue within classification.
- C. An employee shall lose his/her seniority when he/she retires, resigns or is terminated.
- D. The Employer shall prepare and maintain the seniority list. A copy of the seniority list and annual revisions shall be furnished to the Association and to each employee in the fall of each year.

ARTICLE XII – WORKING HOURS

- A. Excluding the one-half (1/2) hour unpaid lunch break, the normal working hours for employees, covered by this Agreement, shall be Monday through Friday as follows:

CLASSIFICATION	HOURS
Secretaries	7.5
Lead Custodial/Custodial	8.0
Special Education Paraprofessionals	7.0
Career/Technical Education Paraprofessionals	6.5

Afternoon shift hours will be determined by the Administration.

- B. All full day employees shall receive two (2) fifteen (15) minute paid breaks – one (1) in the morning and one (1) in the afternoon. Each full day employee shall have a one-half (1/2) hour, unpaid, lunch break as scheduled by the Administration. A full day employee is an employee who is employed for a minimum of six point one (6.1) hours per day. Employees who work a minimum of three and one-half (3 ½) hours per day shall receive one (1) fifteen (15) minute paid break period per day.
- C. Employees shall be paid for all hours beyond their normal work day during which they transport children.
- D. The following shall apply to all overtime work:
1. Time and one-half will be paid for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week provided such overtime has been authorized by the Administration.
 2. Compensatory time off may be given instead of overtime pay only if mutually agreeable to the Employer and employee. Such compensatory time shall be at time and one-half.
 3. The foregoing overtime provisions shall not apply to travel and attendance at conferences if the employee has requested and been granted authorization to attend said conference.
- E. The ISD will adhere to state laws regarding the make-up of “Act of God” days. The thirty (30) hours currently allowable by the state will be converted to five (5) full days of time off with pay for each individual’s normal work day. Should the hours change by legislated mandate, the Huron ISD will convert the new hour allowance to full/partial days off with pay for each individual’s normal work day.

In the event “Act of God” days exceed the state allowance, staff will be paid for made-up days or hours as they are worked.

When the district is closed due to "Act of God" with late starts or early dismissals, staff will be paid for up to two (2) days worth of this time by accessing sick leave or personal leave.

Twelve (12) month employees may access sick leave, personal leave, or vacation leave for days over the legislated allowable hour limit.

- F. The Employer shall pay for the cost of a commercial driver's license or the renewal of a commercial driver's license required for the Bargaining Unit Member to perform his/her job or position.
- G. Employees working in HISD constituent districts shall follow the work year calendar of the district in which he/she works. Administration will attempt to reconcile any scheduling inequities.

ARTICLE XIII – WORKING CONDITIONS

- A. The Employer will train employees to do each task expected of him/her.
- B.
 - 1. Special Education Paraprofessionals shall be responsible for the day-to-day Activity of special education students assigned to their program unit. Since the special education teacher may be supervising more than one paraprofessional, each with their own program unit, it is not always possible for the teacher to be physically present in the classroom with the paraprofessional. However, the paraprofessionals must work under the general supervision of special education instructional personnel. The special education teacher is responsible for the content of the instructional program including the writing of annual goals and performance objectives for each special education student, for periodically reviewing the activities that are conducted by the paraprofessional, and periodically evaluating the student's performance.
 - 2. Special Education paraprofessionals shall also be responsible to reinforce curriculum and work experience delivered in community environments and vocational sites. While the supervising teacher remains responsible for content, reviewing of on-site activities, and student evaluation, they need not be present in the community environment and/or vocational site.
- C. Union members may be required to transport children to and from school in an Intermediate owned vehicle.
- D. No employee shall be required to dispense or administer medication except in case of an emergency where no other trained professional is available.

ARTICLE XIV – TRANSFERS AND ASSIGNMENTS

- A. The Board reserves unto itself the right to transfer and assign employees. The parties agree, however, that involuntary transfers of bargaining unit members shall be effected only for good cause.
- B. The District agrees to minimize involuntary transfer and assignments. In situations where an employee transfer or reassignment will work an undue hardship upon such employee, the Employer agrees to give due consideration to the desire of the employee.
- C. Custodians shall not be involuntarily transferred or assigned to a different shift unless a reduction in custodial workforce has occurred or a personnel conflict has arisen which could not be resolved by union/administration intervention. At that time, the least senior custodian shall be transferred unless voluntary transfers, agreed upon by all custodians impacted by said voluntary transfers, can be arranged. The administration shall make every effort to obtain substitute custodians and will develop a pool to accomplish this.
 - 1. In the event of a short term absence, a custodian may be asked to work a different shift until a qualified sub can be obtained or trained. The least senior custodian shall be the person changed.

ARTICLE XV – VACANCIES, PROMOTIONS, JOB POSTINGS & BIDDING PROCEDURES

- A. A vacancy, which shall be defined as a newly created position or a present position that is not filled, is to be filled on a permanent basis no more than thirty (30) working days from the date of posting the vacancy. A position shall not be required to be posted if the position is vacant because of a child care leave. All vacancies shall be posted within five (5) days of the position being vacant.
 - 1. Postings shall set forth the minimum requirements for the position and expiration date of the posting.
 - 2. Employees interested shall apply in writing within the five (5) working days' posting period.
 - 3. During the summer months between school ending and school beginning, all vacancies shall be posted in all buildings where employees are working.
 - 4. Any employee that wishes to receive notice of summertime postings must leave three (3) self-addressed, stamped envelopes with the Superintendent.

- a. Failure to mail postings may not be grieved beyond the Superintendent's level of the grievance procedure.
- B. All vacancies within the bargaining unit shall be filled in the following manner:
1. Internal applicants shall be interviewed first. Internal applicants shall be given priority over external applicants. If two or more internal applicants are equally qualified, the most senior applicant shall be awarded the position.
 - a. Should vacancies be filled by internal applicants, then resultant vacancies will be posted for five (5) days.
 - b. Should these vacancies be filled by internal applicants, the above provision B. 1 of Article XV shall be repeated.
 - c. Should there be no internal applicants selected for the position, then the District shall fill the position(s) from external applicants.
 - d. If there is a newly created position(s) and the number of position(s) is equal to the number of current employees, then the newly created position(s) is posted and awarded to the internal applicant(s) and any resulting vacancy(ies) would then be posted and filled per this Agreement.
 - e. Changing assignments due to vacancies should take place on the same day as soon as the last vacancy is filled, but no later than the following Monday.
- C. Employees who accept a vacated position will have ten (10) working days beginning with the first day in the vacated position, to reconsider and return to his/her old position. The Employer will have the same ten (10) days as defined above to return the person to his/her original position with good reason. An informal, verbal evaluation will be given to an employee who accepts a vacated position between the 5th working day and the 10th working day in that new position. This process shall be implemented twice per posting procedure.

ARTICLE XVI – LAYOFF AND RECALL

- A. It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to reduce his/her work force. Prior to a general reduction of the work force, the Employer agrees to notify the Union of the position(s) that are to be eliminated and the employees that are to be laid off.

LAYOFF PROCEDURE

- B. In order to promote an orderly reduction in personnel the following procedure will be used according to classification:
1. Probationary employees will be laid off first, provided, however, there is a more senior employee of the same classification qualified to perform the duties of the position being vacated and/or continued.
 2. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority (i.e., the least senior employee on the seniority list being laid off first) provided there is a more senior employee of the same classification qualified to perform the duties of the position being vacated and/or continued.
 3. In situations where there is no senior employee of the same classification with the qualifications necessary to fill the available position and/or replace the probationary or less senior employee, the more senior employee shall be laid off and the less senior or probationary employee continued in employment.
 4. Employees and the Union shall be given no less than ten (10) work days advance notice of an impending layoff, except in the event of a strike, work stoppage or "Act of God," only one (1) day will be given.

RECALL PROCEDURE

- C. When the work force is increased after a layoff, seniority employees will be recalled on the basis of seniority (i.e.: the more senior employee on the seniority list within classification being recalled first), except where the senior employee lacks the necessary qualifications to perform the duties of the open position. Changes in work experience, education certification, etc., while on layoff shall not affect the employee's ranking on the layoff list for the purpose of recall during the layoff period. Notice of recall shall be sent to the employee at his/her last official address (as reflected in the Employer's records) by registered or certified mail. If an employee fails to report for work within ten (10) work days of receipt of recall or fourteen (14) work days of mailing of notice of recall, whichever is earlier, or fails to notify the employer of his/her intent to return on the date specified in the notice, he/she shall be considered as terminated. Employees on layoff shall retain their seniority for purposes of recall for a period of one (1) year. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

ARTICLE XVII – PERSONNEL FILES & EMPLOYEE COMPETENCE

- A. A Bargaining Unit Member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have a Union representative present at such review.
- B. No material originating after the initial employment which is either evaluating or disciplinary in nature shall be placed in the Bargaining Unit Member's personnel record unless he/she has had an opportunity to review said material. The Bargaining Unit Member may submit a written notation regarding any material and the same shall be attached to the material in question. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.

ARTICLE XVIII – JURY DUTY

An employee who is called for jury duty or subpoenaed to give testimony before any legal, Judicial or administrative tribunal, shall be compensated for the difference between their normal salary and the monies which they receive for the performance of such duty (less reimbursed expenses and travel allowance). The terms of this provision shall not apply in those situations in which the employee is a party to the action.

ARTICLE XIX – SICK LEAVE

- A. Employees covered by this Agreement shall be entitled to sick leave which shall be earned at the rate of one (1) day per month of service accumulative to a maximum of one hundred (100) days. Days in excess of one hundred (100) will be redeemed at a rate of \$50.00 per day, (regular hours worked). Payment will be made at the end of each school year.
- B. Employees shall be permitted to utilize sick leave for personal or family illness which renders them incapable of performing their assigned duties. Employees shall report for duty on the first date which immediately follows the date of illness.
- C. An employee who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the employee would have received

from his/her regular salary amount according to his/her placement on the salary schedule at the time of the injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the Worker's compensation benefit provided by that statute.

- D. The Superintendent may require a doctor's statement for absence exceeding three (3) days duration.
- E. In the event a sick day is being used – notification will be made through AESOP system by 7:30 AM, or for evening or afternoon people by 12 noon, is necessary.
- F. Each Bargaining Unit Member shall be credited with two (2) personal business days not deductible from sick leave at the beginning of each school year. Said days are unquestioned. An employee planning to use a personal business day or days shall make the request to his/her supervisor at least seventy-two (72) hours in advance except in an emergency, which will be subject to the Superintendent's final approval. Unused personal business days shall accumulate as sick leave.
- G. When sick leave benefits described above are used for childbirth, the staff person will file a written notice from her physician stating when she should begin her leave of absence and when she will be able to return to work after childbirth.

ARTICLE XX – UNPAID LEAVES OF ABSENCE

- A. Employees, upon written request, may be granted unpaid leaves of absence for the following purposes: military, professional, personal, or study.
- B. Employees, upon written request for documentation of need, shall be granted unpaid leaves for childbearing, child care, and physical or mental disabilities.
- C. Employees making such request shall set forth the following minimal information:
 - 1. Name, date and applicant's signature.
 - 2. Nature of the request.
 - 3. Reason(s) for request and any additional information that could bear on the merits of the requested leave.

4. Date applicant desires to commence and terminate the unpaid leave of absence.
- D. Unpaid leaves of absence shall be without pay, fringe benefits, advancement on the salary schedule and shall not exceed a period of one (1) calendar year, unless expressly extended by the Board. Any and all benefits accrued prior to such leave shall be held in escrow until said employee returns from leave.
- E. Employees returning from unpaid leave will be placed in his/her former position if available.
- F. Employees must give a minimum of thirty (30) calendar days notification of date of returning.

ARTICLE XXI – DEATH IN THE IMMEDIATE FAMILY

- A. In the event of death in the immediate family (parents, grandparents, parents-in-law, spouse, children, grandchildren, brother, sister) the employee shall be granted up to a three (3) day leave of absence with pay. The above also applies to other relatives living in the household.
- B. In the event of death of a sister- in-law or brother-in-law, aunts or uncles, or spouse's grandparents, not covered above, the employee shall be granted one (1) day of leave with pay.
- C. At the discretion of the superintendent and the request of the employee, the above leaves may be extended.

ARTICLE XXII – VACATIONS

- A. All two hundred and forty five (245) day per year employees shall receive a paid vacation in the following manner:

YEARS IN THE DISTRICT	VACATION WEEK(S)
After one (1) year of employment	1 week
After two (2) years of employment	2 weeks
After five (5) years of employment	3 weeks
After ten (10) years of employment	4 weeks

- B. Vacation leave shall be requested at least two (2) weeks in advance to the Superintendent and will be subject to approval.

- C. Vacation leave is non-accumulative from year-to-year.
- D. To be eligible for a vacation, an employee must have worked eighty percent (80%) of his/her regularly scheduled working hours.

ARTICLE XXIII – HOLIDAYS

All Bargaining unit employees shall have the following days off with pay. Pay shall be based on the employee's regular schedule hours. Employees must work, be on paid sick leave or on paid vacation their last scheduled day before and their first scheduled day after when appropriate to receive holiday pay.

Labor Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas	New Year's Day
Fourth of July*	

(* for those employees who work in the summer)

ARTICLE XXIV – GRIEVANCE PROCEDURE

- A. A claim by a Bargaining Unit Member, or the Union, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a Bargaining Unit Member believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the Union Representative. The grievance shall be filed within ten (10) working days of the violation, misinterpretation or misapplication.
- C. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member shall reduce the grievance to writing and proceed within five (5) days of said discussion to the next level. If the grievance involves more than one (1) work location, it may be filed with the Superintendent or his/her designee.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed.
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.

4. It shall cite the section or subsections of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- E. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the Bargaining Unit Member in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, his/her disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- F. If the Bargaining Unit Member is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from the date of filing, the grievance shall be transmitted to the Superintendent, or his/her designee within five (5) working days of these time periods. Within five (5) working days, the Superintendent or his/her designee, shall meet with the Bargaining Unit Member on the grievance and shall indicate, in writing, his/her disposition within the five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- G. If the Bargaining Unit Member is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or twenty (20) working days from date of filing, the grievance shall be transmitted to the Board of Education within five (5) working days of these time period. Within five (5) working days, the Board of Education shall hold a hearing on the grievance and shall indicate, in writing, its disposition within five (5) working days of such hearing, and shall furnish a copy thereof to the Union.
- H. If the Union is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted within ten (10) days, to arbitration. If the parties cannot agree as to the arbitrator, within five (5) working days from the notification that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- I. The fees and expenses of the arbitrator shall be paid by the loser.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

- K. Notwithstanding the expiration of this Agreement, any claim, or grievance arising there under, may be processed through the grievance procedure until resolution.
- L. Bargaining Unit Members, who must be involved in the grievance procedure during the work day, shall be excused with pay for that purpose up to a maximum of two (2) workdays.
- M. If a grievance arises from the action of an authority higher than the immediate supervisor of the Bargaining Unit Member, the Union may present such grievance at the appropriate step of the grievance procedure.

ARTICLE XXV – COMPENSATION

- A. 0% for 2011-2012 school year. For the 2012-2013 school year, wages will be re-opened as provided in Article XXX.

When hiring a new employee, the Board may evaluate on the basis of experience and abilities and may pay a higher hourly rate than stated herein.

- B. Employees must have worked fifty percent (50%) of the scheduled hours and will be on the school district's payroll by April 1st to receive the subsequent July 1st increase.
- C. The wage schedule for all employees shall be:

2011-2012

Years of Service	Clerical	Parapro/Special Ed	Parapro/Career Tech	Custodian	Lead Custodian
1, 2, 3	12.26	12.26	12.26	12.26	15.33
4, 5, 6	14.48	14.48	14.48	14.48	18.69
7, 8, 9	15.99	15.99	15.99	15.99	20.77
10, 11, 12	16.59	16.59	16.59	16.59	21.50
13+	17.67	17.67	17.67	17.67	23.00

- D. Employees holding an Associates Degree or equivalent credits or program certification or four year college degree in a field related to his/her position shall be eligible for an additional premium of four and one half percent (4.5) of their scheduled rate upon approval of the Superintendent.
- E. All employees shall have the option of having their wages pro-rated over twenty-six (26) pays.

- F. For recognition of service to Huron Intermediate School District, longevity shall be paid after the completion of the 16th year of service with HISD.
- Years 17-21 \$200
 - Years 22-26 \$400
 - Years 27+ \$600
- G. Mileage will be paid to an employee traveling between buildings for the distance between the employee's first building in the morning to any other buildings; and the employee's last building at night to his/her home, or assigned building, whichever is shorter.

CAREER/TECHNICAL EDUCATION /HLC SUBSTITUTE

- A. Paraprofessionals who meet state requirements for teacher substitution who are asked to substitute for the teacher shall receive their hourly rate of pay plus 75% of a teacher substitute rate of pay.
- B. The Employer shall pay the annual authorization fee as required by the State of Michigan for Career/Technical paraprofessionals.

ARTICLE XXVI – DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE XXVII – HEALTH INSURANCE

- A. SET/SEG Flexible Blue 2 (Health Savings Account/HSA) until December 31, 2011.
 SET/SEG Health Plus (HSA) 2G Plan, effective January 1, 2012.
 For the 2012-2013 school year, each employee will pay the difference in cost between the SET/SEG Health Plus (HSA) 2G plan and the SET/SEG Health Plus (HRA) 2 G plan.
- | | | |
|----|-------------------------------|--|
| 1. | Prescription co-pay | None |
| 2. | Deductible: | \$1,250 single
\$2,500 two (2) person or family
(HSA to cover) |
| 3. | Employee Premium Contribution | 1 st year = 0
2 nd year = 0 |

Each covered employee will have an HSA (provided by the District) equal to the deductible amount. HSA account values can grow if the amounts are not used for health care. HSA monies can be used for health-related costs from the approved list after the first year of accumulation.

If IRS regulation increases the single and/or family deductible amount in excess of the amount bargained, the District will pay the increased deductible amount.

- B. The sole authority for the selection of the insurance carrier of the plan shall be with the Board. The Board may, change insurance carriers at any time provided the benefits (i.e. hospital, surgical, etc...) afforded hereby shall not be diminished from the Flexible Blue 2/Heath Plus 2G presently held.
- C. Employees who work nine (9) months or more will receive twelve (12) months of the above insurance benefits in the Article which shall be prorated according to the number of hours worked by the employee. Beginning July 1, 2011 no benefits (medical, vision, dental, etc.) shall be provided for employees scheduled to work less than thirty and one-half (30 ½) hours per week. Employees currently receiving prorated benefits will continue to do so.
- D. The Board agrees to pay one hundred percent (100%) of the cost of the premium for a basic dental plan for each employee who applies. This plan is to provide a maximum annual benefit of \$1,000.00.
- E. The Board agrees to pay the monthly premium for vision coverage equivalent to VSP 3.
- F. The Board's continued liability for insurance benefits for employees injured on the job who are collecting Worker's Compensation shall be limited to eighteen (18) months of coverage from the first of the month in which the injury occurred.
- G. The Board agrees to pay the monthly premium for SET LTD coverage as follows:
 - LTC 66 2/3%
 - \$2,500 monthly max.
 - Freeze on offsets
 - Alcohol/drug same as any other illness
 - Mental/Nervous same as any other illness
 - COLA
 - 90 calendar days modified fill
- H. Payment in lieu of insurance option: \$2,500

ARTICLE XXVIII – GENERAL PROVISIONS

In the event that any provision of this Agreement shall, at any time, be held contrary to law by a court of competent jurisdiction from whose final judgment or decree an appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXIX – EMPLOYEE EVALUATION

- A. Any formal observation of a staff person shall be conducted openly and with full knowledge of the employee.
- B. Informal observation which is related to an employee's work abilities and/or job performance may be included in the evaluation.
- C. A staff person will be given the opportunity to review and discuss their formal evaluation with the reviewing administrator within ten (10) work days of the evaluation.
- D. A staff person who disagrees with an evaluation may submit a written notation which may be attached to the file copy of the formal evaluation in question.
- E. Evaluation shall not be subject to the grievance procedure.

ARTICLE XXX – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011 and shall continue in effect through June 30, 2013. Negotiations between the parties shall begin sixty (60) days prior to the Agreement expiration date. If, pursuant to such negotiations, and agreement of the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

HURON INTERMEDIATE
SUPPORT STAFF/MESPA

HURON INTERMEDIATE
SCHOOL DISTRICT

Date: _____

Date: _____