

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTH HURON SCHOOLS BOARD OF EDUCATION

and

LOCAL 517M

Service Employees International Union

Effective: July 1, 2015
Expiration: June 30, 2019

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ARTICLE I – RECOGNITION

The Employer recognizes the Union as the exclusive representative for all custodians, bus drivers, bus mechanics, maintenance, secretaries, cooks, paraprofessionals and aides employed by the North Huron Schools for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment in the aforesaid bargaining unit. All teaching personnel, bookkeeper, one confidential secretary, building and grounds supervisor, food services supervisor, head bus mechanic, and all CETA funded employees not receiving their pay checks through regular payroll are excluded.

Upon ratification of the 2010-2013 contract and there after the Employer has the option to hire all new employees covered by this contract through a 3rd party contractor as non-union employees. New hires after the ratification of the contract will not receive any of the benefits as outlined in this agreement.

ARTICLE II – BOARD RIGHTS

The District retains all rights, powers, and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education Minutes, or as set forth in any manner whatsoever, except as limited by this Agreement and in full force are also in effect unless or until changed by the Board. Not by the way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 and the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District 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 shall include by way of illustration and not by way of limitation, the right to:

- a. Manage and control the school's business, the equipment, and the operations.
- b. 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 rights to establish, modify or change any work or business hours or days.
- c. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

- d. Determine the services, supplies, and equipment necessary to continue its operations; to determine the methods, schedules, and standard of operations; 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.
- e. Adopt reasonable rules and regulations.
- f. Determine the qualifications of employees.
- g. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
- h. Determine the placement of operations, production, services, maintenance, or distribution of work, and the source of materials and supplies.
- i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- j. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement

ARTICLE III – REPRESENTATION

Section 1. Committee persons and Stewards shall be governed by rules in the grievance procedure or by others mutually established. Meetings of Union officers with the Employer shall be held at times mutually convenient. Committee persons and Stewards will receive their usual compensation when such meetings are held during regular working hours.

Section 2. A list of union officers will be given to the Employer annually on or before September 1st. The names of the committee persons, Stewards, and alternates shall be given in writing to the Employer by the union annually on or before September 1st. They shall not function as such prior to such notice to the Employer. Any changes shall be reported to the Employer as far in advance as possible. Alternates shall not function under this section except in the absence of the official for whom they are substituting.

Section 3. Any committee person or Steward having an individual grievance in connection with his own work may ask for another committee person or Steward to assist him in adjusting the grievance.

Section 4. Both the Board and Union agree to have committees meet to discuss and clarify issues. Meetings will take place at mutually agreed upon times.

ARTICLE IV – GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- a. The termination of services of or failure to re-employ any probationary employee;
- b. Any matter involving employee evaluation, unless the evaluation would be adverse to the bargaining unit member's employment;
- c. Any matter for which there is recourse under State or Federal statutes.

Section 2.

- a. The Union shall designate those Union officials and alternates that are to be present during grievance discussions when requested by the grievant. The alternate shall function in the absence of the Steward. The Board hereby designates the supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described. An employee may call a Steward to be present during discussion of his/her grievance.
- b. The employee will not be required to continue discussion of the grievance after he/she has given facts to the supervisor and a reasonable discussion has taken place, if he/she does not desire to do so.
- c. In cases of emergency affecting health and/or safety which require immediate action, grievances will be discussed at the time of occurrence.
- d. Prior to the time a grievance is put into writing, or in Section 1 or 2, the Union officer handling the grievance may review the facts on which the grievance is based, or the claims made by the grievant, with the appropriate supervisor.

- e. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or participating Union representatives are to be at their assigned duty stations, unless mutually agreed upon.

Section 3. The term “days” as used herein shall mean normal work days, excluding Saturdays, Sundays, and holidays.

Section 4. Written grievances as required herein shall contain the following:

- a. It shall be signed by the grievant and a local Union representative.
- b. It shall be specific; further specifics may be requested.
- c. It shall contain a summary of the facts giving rise to the alleged violation; inadvertent omission of facts will not prejudice the processing of the grievance.
- d. It shall cite the article and/or sections of this contract alleged to have been violated.
- e. It shall contain the date of the alleged violation; as nearly as can be determined.
- f. It shall specify the relief requested.
- g. It shall only cover the classification where the alleged violation has happened.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Section 5.

LEVEL ONE- SUPERVISOR: An employee alleging a violation of the express provisions of this contract shall within ten (10) working days of its alleged occurrence or when the employee should have been reasonably aware of this alleged violation, orally discuss the grievance with the supervisor in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the Union President/Representative shall reduce the grievance to writing and proceed within five (5) days of said discussion to level two.

LEVEL TWO- SUPERINTENDENT: A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the Union President/Representative.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the Union President/Representative the Union President/Representative

may within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled board meeting or by filing the same with the Superintendent.

LEVEL THREE- BOARD: Upon proper application as specified in Level Two, the Board shall allow the grievant and/or his Union Representative an opportunity to be heard at the meeting for which the grievance was scheduled. Such meeting shall be conducted by the Board. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, except with express written consent of the Union, the final determination of the grievance will be made by the Board no later than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent and the Union President/Representative for permanent filing.

LEVEL FOUR: Individual employees shall not have the right to process a grievance at Level Four.

- a. If the union is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) 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 to hear the rules of the American Arbitration Association Conciliatory, except each party shall have the right to preemptorily strike not more than three from the list of arbitrators.
- b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels unless the information was unknown or inadvertently omitted.
- c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith place into effect.
- d. Powers of the arbitrator are subject to the following limitations:
 1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. He/she shall have no power to establish salary scales or to change any salary.
 3. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board provided said practice, policies and rules are not contrary to said contract.
 4. He/she shall have no power to decide any question, which, under this agreement, is the responsibility of the Board to decide. In rendering

decisions, an arbitrator may give due regard to the responsibility of the Board and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

5. He/she shall have no power to interpret state or federal law.
6. He/she shall not hear any grievance previously barred from the scope
7. If either party disputes the nature of the arbitration under terms of the agreement, the arbitrator must rule on the appropriateness of the grievance.
8. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
9. 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.
10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence or non-occurrence or when the employee should have been reasonably aware of the alleged violation of the event upon which the grievance is based. In no event, however, shall the settlement be earlier the thirty (30) days prior to the date on which the grievance is filed.

Section 6. The fees and expenses of the arbitrator shall be paid by the loser. In cases of split decisions; the arbitrator shall decide who pays which percentage of the fees and expenses.

Section 7. 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 limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

Section 8. The time limits provided in this Article shall be strictly observed by may be extended by written mutual agreement of the parties.

Section 9. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

ARTICLE V – DICIPLINARY PROCEDURE

Section 1. The Employer herewith agrees and commits itself to the proposition that the concept and philosophy of progressive discipline will be followed in the assessment of discipline.

Section 2. If the discipline is to be issued the Supervisor will call the employee in and notify the employee of the alleged infraction, action to be taken, and consequences of future violations. The employee may arrange for Union representation at this meeting if

so desired. The employer will not consider discipline issued more than thirty-six (36) working months prior to the date of discipline presently issued in determining the extent of the discipline to be issued.

Section 3. Employees who disagree with a written evaluation may submit a written response to such evaluation within ten days and it shall be attached to the evaluation in question. A copy of the evaluation shall be issued to the employee at the time of discussion with the supervisor.

ARTICLE VI – SENIORITY

Section 1. For the purpose of this Agreement, employees are defined as follows:

- a. Regular hourly employees are those who have acquired seniority as hereinafter provided upon completing their probationary periods.
- b. Probationary employees are those hired at an hourly rate with the understanding that they will become regular employees by satisfactory completing the probationary period of who have been reclassified from temporary status.
- c. Temporary employees are those hired at an hourly rate for temporary work, which shall not exceed thirty (30) consecutive workdays with understanding that they are ineligible for regular status unless they are later reclassified as probationary employees. Temporary employees shall be utilized for absentee of employees or short-term assistance. They shall not be utilized to displace or replace any employee.

Section 2. All new employees hired by the Employer will serve a ninety (90) day working probationary period. Upon completion of this probationary period, the employee shall acquire seniority dated back ninety (90) working days from the date he/she completed the probationary period. Probationary employees shall be represented by the Union for collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement; provided further that a probationary employee who has been terminated shall not have a recourse, either by himself/herself or through the Union, through the grievance procedure.

Section 3. When an employee acquires seniority the Union President/Steward will be notified. One copy of an up-to-date seniority list will be provided to the Union the first week of October. It will list employees' years and partial years of employment as of the start of the current year.

Section 4. Seniority will be lost and the employee terminated if:

- a. The employee voluntarily resigns or is discharged.

- b. The employee is absent from work for three (3) or more consecutive workdays without notifying the Employer, except in a situation deemed in the Employer's discretion to be an emergency and beyond control of employee.
- c. The employee retires.
- d. The employee is off the active payroll for a period that equals the amount of seniority accumulated, excepting those situations wherein an employee is covered by paid sick leave, layoff, or military leave provisions provided elsewhere in the Agreement.

Section 5. The right to re-employment and the continuing seniority rights of any employee, now or hereafter upon the seniority list, and who now or hereafter is a member of the Armed Forces of the United States, shall accrue seniority as required by law.

Section 6. An employee who is hereafter promoted to a position outside the bargaining unit shall retain but not accumulate seniority.

Section 7. If an employee's hours are involuntarily reduced in excess of fifteen (15) percent or two and a half (2 ½) hours per week, which ever is greater, during a twelve (12) month period, the person who had the hours reduced will be able to "bump" someone in the same classification who works more hours but has less seniority. The "bumping" request would have to be submitted to the Superintendent within five working days of the notification of the reduction in hours. This section shall exclude positions that are considered school year positions during the vacation periods.

Section 8. In cases of multiple classifications for an individual, he/she shall be considered in the classification they spend the majority of their time during the normal workday.

ARTICLE VII – LAYOFF AND RECALL

Section 1. In the event the Employer determines that a layoff is necessary the Union shall be notified ten (10) working days prior to the effective date of the layoff. Layoff will be by low seniority within the classification effected with the lowest seniority employee laid off first and the highest seniority employee recalled first, providing such employee can perform the available work.

Section 2. In a layoff situation, an employee with more seniority may bump the lowest seniority employee in a classification if the senior employee can do the work available as determined by the supervisor. An employee who exercises this right will be paid at the rate of the position they bump into.

Section 3. An employee may arrange on an individual basis with the school district to pay for the continuation of his/her fringe benefits for the first three months of lay-off.

Section 4. Employees will not lose their seniority unless they are laid off for a period of three (3) years or longer.

Section 5. In case of multiple layoffs, persons desiring to “bump” into a different classification shall express their intent, in writing, to the Superintendent:

- a. Within five (5) working days from the date of notice for all 12 month employees i.e.: custodians
- b. Within five (5) working days from the date of their return to work for all non-12 month employees. i.e.: all employees listed in Appendix A except custodians.

All interested persons shall meet as a group with the Superintendent within ten (10) working days at a time and designated place to utilize the “bumping” procedure. It is understood that the most senior employee “bumping” would displace the least senior employee in the different classification provided the senior employee is qualified for the “new” classification. Persons who “bump” into a different classification, who are deemed unable to do the work involved; shall be replaced with the most senior employee in that classification on lay off, being recalled to that position.

In case of multiple recalls employees shall be returned to the same classification as held prior to the multiple layoffs. Whenever possible, each employee will be returned to the same job he/she held prior to a layoff. In all recalls, the highest seniority employee/s will be recalled first providing such employee/s can perform the available work.

ARTICLE VIII – VACANCIES, PROMOTIONS, AND TRANSFERS

Section 1.

- a. Vacancies and job openings within the bargaining unit will be posted in the secondary and elementary offices and all three lounges for a period of six (6) working days prior to being permanently filled. The posting shall include job descriptions and qualifications necessary. During this period employees who desire same shall so notify the Superintendent in writing. In the event two or more applicants are equally qualified, the position will be awarded to the most senior applicant within fifteen (15) working days. If due to extenuating circumstances the position cannot be filled within fifteen (15) working days, the Union Steward will be notified of the reason.
- b. The Union Steward will be provided with a copy of the job posting. Upon request, the Superintendent will meet with the Union Steward to discuss the posting and job specifications.

Section 2. Employees who receive a successful bid on a different classification will be given thirty (30) workdays to prove they are qualified. Upon request the employee(s) not selected will be given an explanation as to why they were not selected for the position.

Section 3. Employees who successfully bid and receive a transfer will have the first six (6) days to return to their original position without prejudice. Pay is based on the classification and wage rates as listed in Appendix A.

Section 4. Employees who successfully bid a transfer will be restricted from bidding another transfer for a period of twelve (12) months, unless an exception is granted by the employer. This section shall not be applicable to layoffs and recalls.

Section 5. During the temporary absence of a regular employee, either a regular employee may be required to work overtime to accomplish the assigned duties or a substitute may be hired.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Personal Leaves Without Pay. Requests for leaves of absence without pay shall be presented to the immediate supervisor for approval or disapproval. Such leaves shall be so arranged and granted that the number of employees absent from any one-work group will not interfere with efficient operations. Such leaves will be granted only for legitimate personal reasons such as health or education or for a period not to exceed thirty (30) days. Employees shall not engage in other employment during the leave. If a request for an unpaid leave of absence is denied by the immediate supervisor, the employee may appeal to the Superintendent whose decision shall be final.

Section 2. Military Leave. Whenever employees who are members of the National Guard or military reserve are required by the Government to leave their work for training purposes they will be entitled to a leave of absence without pay from their respective duties. The Employer agrees to abide by applicable statutory requirements.

Section 3. Jury Duty. The Employer will pay any employee who serves on jury duty, or who has been called into the courts for such purposes at his/her regular hourly rate for the hours required each day, not to exceed the amount of hours the employee was scheduled to work minus any payment received by the courts. The employee will furnish to the employer notice of such requirements and a record of such reimbursements by the court.

Section 4. Bereavement Leave.

- a. Employees will be granted up to three (3) bereavement days for a death in the immediate family. Immediate family is interpreted as to include father, mother, husband, wife, child, brother, sister, grandparent, grandchildren, and in-laws (mother, father, sister, brother, son, daughter), or any member of the family or household who clearly stood in the same relationship with the employee as any of these.
- b. One (1) day bereavement leave will be granted for a death to aunts, uncles, nieces, nephews, or for such others as may be approved by the Superintendent of Schools.

A leave may be extended at the discretion of the Superintendent of Schools. A maximum of three (3) days per year will be allowed. Employees may use vacation or personal business days in addition to the three (3) days allowed.

All bereavement days used beyond the three (3) “given days” will be charged against sick days at the rate of one (1) sick day for each bereavement day used.

ARTICLE X – VACATION LEAVE

Section 1. All twelve (12) month employees covered by this Agreement who have completed one (1) year of service as a twelve (12) month employee shall receive two (2) weeks (10 days) vacation with pay each year; after seven years of service, employees shall receive three (3) weeks (15 days) of vacation with pay each year. The twelve (12) month employee shall earn one (1) day of vacation per month for the last ten (10) months during the first work year.

Section 2. All employees will receive a paid birthday vacation day. This day may not be used the day before or the day after a holiday. Employees will notify their immediate supervisor as to the date to be used. The final decision is at the discretion of the immediate supervisor. Not more than two (2) employees may take the same designated day. Employees will notify their immediate supervisor as to the date to be used at least twenty (20) days prior to the date. One (1) full day must be used for a paid birthday.

Section 3. To be eligible for a vacation, an employee must have worked eighty (80) percent of his/her regularly scheduled working hours.

Section 4. Application for vacation leave must be filed with the Superintendent of Schools within a reasonable period of time in advance of the requested leave for three (3) or less consecutive days. Requests for vacation leaves of four (4) or more consecutive days must be made fifteen (15) days in advance. All twelve (12) month employees may carry up to five (5) vacation over into the next year, to be used by Labor Day.

Section 5. Vacations should be taken when school is not in session. Vacation during a holiday period or at other times may be approved in writing by the Superintendent of Schools.

Section 6. Vacation leave covered under this Agreement shall be available to the employee after it has been earned.

ARTICLE XI – BUSINESS DAYS

Section 1. All twelve (12)-month employees will receive one (1) personal business day per year. All other regularly scheduled employees not working a twelve (12) month schedule and not eligible for vacation leave will receive two (2) business days per year.

Section 2. Business means an activity that requires the employee's presence during his/her regular working hours and is of such a nature that it cannot be attended to at a time when the employee is not scheduled to work.

Section 3. All business days must be approved in advance by the Superintendent. A minimum of forty eight (48) hours notice shall be given in advance for a business day, except in cases of emergency. Business days are non-accumulative. All unused business days will be credited as sick leave annually.

Section 4. Business days are not allowed on/for the following:

- The first day of school.
- The first working day before or after a holiday.
- The first day of hunting or fishing season.
- Shopping trips or for sporting events.

Section 5. Business days may be taken in no less than one hour increments. No more than one (1) person shall be absent under this provision on any given day expect by prior approval of their Supervisor.

Section 6. Business Day Request Forms will not require employees to state the reason for use. Business days will be requested through employee access on the computer.

ARTICLE XII – SICK LEAVE DAYS

Section 1. All employees covered by this Agreement will be entitled to sick leave accumulated in the individual's sick leave bank at the rate of one (1) day per month worked, or on approved leave such as vacation, or illness (excluding military leave). Sick leave will be granted for personal illness or injury. Employees can accumulate sick leave days to a total of seventy-five (75) days.

Section 2. Sick time pay is figured by the actual hours worked (bus drivers by run). Sick time is figured by fifteen (15) minute increments.

Section 3. Up to three (3) days per year sick leave may be used in case of serious illness in the immediate family of the employee. Immediate family has been interpreted to include father, mother, husband, wife, child, or any member of the family or household who clearly stood in the same relationship with the employee as any of these above. Extension of the leave beyond one day may be granted at the discretion of the Superintendent of Schools.

Section 4. The Employer agrees to abide by applicable laws concerning maternity leave.

Section 5. It is agreed that when an employee retires from the system and qualifies for immediate retirement benefits under the Michigan Public Employees Retirement System, or if the individual has completed eighteen (18) or more years with the school system and voluntarily retires from the school system, such employee will receive one half (½) day's pay, up to a maximum of twenty dollars (\$20.00) per day, for each day of unused accumulated sick leave.

*See Appendix C for additional information.

ARTICLE XIII- HOLIDAYS

Section 1. Employees covered by this Agreement will be paid a regular day's pay for the following holidays during the employee's work year even though no work is performed by the employee, provided the employee is present for work the working day previous to and following the holiday.

- New Year's Eve Day
- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- July Fourth
- Labor Day (see Section 5)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

Section 2. Employees required to work on any of the above named holidays shall receive double time for hours worked.

Section 3. If an employee is on vacation on any of the above named holidays, he/she shall be entitled to an additional day off with pay, for the holiday.

Section 4. Employees off sick on the holiday or the day before or after the holiday may be required to submit proof of illness to receive the holiday pay.

Section 5. Employees who attend the support staff one (1) day in-service day prior to the start of the school year and work the first student day will be entitled to receive their regular pay for Labor Day.

ARTICLE XIV – INSURANCE

Section 1. Employees working 30 hours or more per week will have the option to receive insurance. Medical Insurance will be made available through MESSA Insurance. Vision Insurance will be carried through VSP. Dental Insurance will be carried through Delta Dental.

Major Medical Plan

The maximum amount the School District can contribute toward the total cost of a medical benefit plan is subject to limits established under PA152 by *either* Section 3 (the default) *or* Section 4 as stated below:

Section 3 of Public Act 152 of 2011 limits the amount a public employer may contribute towards the total cost of a medical benefit plan to a capped amount, for a benefit plan coverage year beginning on or after January 1, 2012. The state treasurer shall adjust the maximum payment permitted by October 1 of each year. The new amounts will be in effect *for the benefit plan coverage year* beginning on or after January 1 of the following year. The capped amounts in place for the benefit plan year beginning July 1, 2015 (the 2015-2016 school year) are as follows:

Single \$ 5,992.30 Two Person \$12,531.75 Full Family \$16,342.66

Section 4 of Public Act 152 of 2011

By majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, the public employer, may elect to comply with Section 4 of PA152 for a medical benefit plan coverage year instead of the requirements in Section 3, whereas the public employer shall pay no more than 80% of the total cost of all medical benefit plans it offers.

Amounts in excess of the Board's contribution will be payroll deducted as a condition of this agreement. Contributions for part-time teachers will be prorated.

In the event a Health Savings Account deposit is part of the overall insurance package, the board reserves the right to split Health Savings Account deposits as deemed necessary for cash flow purposes. Considerations will be made in hardship situations.

For the 2015-2016 school year the school district has elected PA152 Section 3 which limits the maximum contribution the district can make at the capped amounts as stated in Section 3 above.

Employees eligible for insurance who elect not to receive the insurance coverage will receive a flat rate of \$320 per month for cash in lieu of.

Coverage will be twelve (12) months per year.

Employees who fail to report a change of family status in a timely manner may be held liable for any overpayment of premium as a result.

Section 2. The Employer agrees to provide each regular employee the necessary forms for term life insurance policy.

Section 3. All benefits provided herein shall be subject to the rules and regulations set forth by the insurance carrier(s) and state law.

ARTICLE XV – WORKER’S COMPENSATION

An employee shall be insured under the Worker’s Compensation Law of the State of Michigan. Such compensation may be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his/her sick leave accumulation. Such deduction from accumulated sick leave will be only for that portion in excess of the compensation payment.

ARTICLE XVI – GENERAL

Section 1. Work Breaks – Each regular full-time (five hours or more per day) employee will be granted a fifteen (15) minute break during the first half of their shift and another fifteen (15) minute break during the second half of their shift. Those individuals working over two (2) hours but less the five (5) hours per day shall be granted one fifteen (15) minute break during their shift. Work break times are not to be combined.

Section 2. Union Meetings – The Union and its representatives shall have the right to request the use of school buildings for meetings. The Employer shall have the right to designate the time and place of meetings within the building so as not to interfere with other regularly scheduled activities.

Section 3. Discipline of Students – Employees will be furnished written policies regarding student conduct problems. The employees shall follow such instructions and communicate all incidents immediately to their supervisor.

Section 4. Bulletin Boards – The Employer agrees to furnish space on a bulletin board located in the cafeteria lounge for Union activities. Notices placed on the bulletin board

will be signed by a Union Officer. The Employer has the authority to determine what will be placed on the bulletin boards.

ARTICLE XVII – HOURS AND WORK WEEK

Section 1. The normal work week shall be Sunday through Saturday. The week shall begin at 12:01 A.M. on each Sunday and end on Saturday at 12:00 a.m.

Section 2. Employees will be paid for assigned work time. Hours are to be reported weekly on timesheets filled out and signed by each employee. Upon completion, timesheets are to be given to the employee's immediate supervisor. It is the responsibility of each employee to file a worksheet weekly. Worksheets are to be completed by Monday at 9:00 a.m. Exceptions to assigned work times must have a supervisor's approval and signature. Employees reporting late for work are subject to having pay deducted.

Section 3. Supervisors will make every reasonable effort to notify employees as far as possible before the end of the shift when they are to work overtime.

Section 4. Employees that will be absent from or late to work shall notify their supervisor before the beginning of their scheduled starting time.

ARTICLE XIII – RETIREMENT

Section 1. All employees covered by this agreement are covered under the Michigan Public Schools Employees Retirement System, which is coordinated with the federal Social Security Administration.

Section 2. Mandatory retirement will be in accordance with applicable state and federal laws.

ARTICLE XIX – EMPLOYEE REQUIREMENTS

Section 1. The employer will pay the full cost of all approved, required medical examinations and TB tests after the initial employment TB test.

Section 2. Employees required to use their own transportation in the performance of assigned duties will receive twenty-five cents (\$0.25) per mile.

Section 3. All employees will be evaluated on an annual basis by their direct supervisor. Evaluation forms are included in Appendix B.

BUS DRIVERS:

SCHEDULING OF BUS RUNS

Section 1. All regular bus runs will be assigned each year on the basis of seniority as a bus driver, with the highest seniority person receiving first choice until all runs are assigned.

Section 2. A list of trips offered and trips taken will be maintained and available at the transportation office as soon as trips are approved.

Section 3. A driver shall receive reimbursement for meals at a reasonable rate on any extra driving trip of more than six (6) hours.

Section 4.

- a. Out-of-district extra bus trips shall be offered to the bargaining unit bus drivers on an equal and fair rotation basis, starting with the highest seniority first. If no bargaining unit employee accepts the extra trip outside the school district, then such trips can be offered to non-bargaining unit drivers.
- b. On out-of-district field trips all teachers, coaches, and/or chaperones will ride on the bus. Exceptions require prior approval by the Administration and notification to the bus driver.

Section 5. On overnight trips the district will pay actual driving time and provide meals, room, and activity/entrance fees. On all other trips bus drivers will be paid from time left to time returned.

Section 6. The district may or may not utilize a bus or bus driver for groups of students less than 11 but will utilize a bus driver for groups of students totaling 11 or more.

Section 7. Should a driver not be obtained, due to refusal to take the particular trip when the rotation is completed the transportation director may obtain any substitute to drive the trip.

Section 8. All persons certified to drive a bus shall do so upon assignment by the Board. Other employees certified to drive a bus, may do so with no prejudice whether they are a member of the local bargaining unit or not. Any person who is currently certified to drive a bus and loses this certification may have his/her weekly hours employed reduced by the approximate hours he/she spent as a bus driver.

Section 9. Employees required to attend Bus Driving School will be paid at their hourly rate for time spent in classes.

Section 10. Regular route bus drivers do not receive July Fourth as a paid holiday. Headstart route bus drivers do not receive Good Friday or July Fourth as paid holidays.

SECRETARIES:

Section 1. Secretaries are to begin work on August 1st of each year and end on June 30th.

Section 2. Secretaries do not receive July Fourth as a paid holiday.

LIBRARY AIDE, TEACHER AIDE, PLAYGROUND AIDE AND/OR PARA-PRO:

Section 1. Library aides, teacher aides, playground aides and/or para-pros are to work during student days.

Section 2. Library aides, teacher aides, playground aides and/or para-pros do not receive July fourth as a paid holiday.

Section 3. All paraprofessionals must have done one of the following:

- a. Completed at least two years of study at an institution of higher education;
- b. Obtained an associate's degree; or
- c. Met a rigorous standard of quality and can demonstrate, through a formal state or local academic assessment of knowledge and ability to assist in instructing :
 - 1) Reading, writing, and mathematics, or
 - 2) Reading readiness, writing readiness and mathematics readiness.

State and Federal Standards are to be followed.

ASSISTANT COOK, KITCHEN SERVER, AND/OR KITCHEN AIDE:

Section 1. Assistant cooks, kitchen servers, and/or kitchen aides are to work during student days. Non-student days are worked only at the request of their direct supervisor and with approval of the Superintendent.

Section 2. Assistant cooks, kitchen servers and/or kitchen aides do not receive July Fourth as a paid holiday.

ARTICLE XX – WAGES AND RATES

Section 1. The Board may exceed the rate of wages in any category should they determine that the increased wages may allow for the employment of a person in one of

the special areas. This action shall not be subject to the processing through the grievance procedure.

Section 2. Employees who work over forty (40) hours during the week will receive one and one-half (1½) times their regular rate for the time worked in excess of forty (40) hours based on the classification rate that takes them over the 40 hours. Employees who work on a listed holiday will receive two times their applicable rate for the time worked in addition to their holiday pay, if eligible. ALL OVERTIME/HOLIDAY TIME WILL NEED TO BE RECORDED AND APPROVED BY THE SUPERINTENDENT FOR PAYMENT.

Section 3. Act of God Days: Each hourly employee will be guaranteed their daily rate of pay for the first four (4) snow days of each school year.

Secretaries do not need to report for work when school is called off. The Principal may request a Secretary to report for work after six (6) snow days have elapsed in any one-year.

Cooks may be required to work on snow days to take care of perishable foods, but will receive the normal rate of pay for time worked. On days school is called off after 8:30a.m. Due to weather conditions, cooks will receive a prorated amount of pay based on one day's rate, but not less than two (2) hours pay, provided they have appeared on the job ready for a day's work.

All other hourly employees do not need to report for work when school is called off.

Section 4. Rates of pay are as listed in Appendix A.

Section 5. The parties recognize that electronic transfer processes can be an efficient and cost saving alternative to the use of the traditional payroll checks as a means of meeting payroll obligations of the Board. The Board may, in its discretion and upon 30 days written notice to the Union and all affected bargaining unit members, offer electronic transfer or other like processes for payroll purposes. The Union agrees to offer all reasonable cooperation to the Board in its efforts to implement electronic transfer processes. Any employee not using electronic transfer will have a fee of \$12.50 per paycheck issued. This fee will be deducted as a miscellaneous payroll deduction.

ARTICLE XXI – NO STRIKE CLAUSE

Section 1. The Union and the Board subscribe to the principal 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 member take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any

member to comply with the provisions of the Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XXII – SAVINGS CLAUSE

Section 1. If any Article or Section of this Agreement or any addendum thereto should be held invalid by the operation of law or by any tribunal of competent jurisdiction the remainder of the Agreement shall not be affected thereby.

ARTICLE XXIII– EQUALIZATION OF HOURS

Section 1. **Bus Drivers:** Extra bus runs shall be divided and rotated as equally as possible among the bus drivers and any other employees who regularly perform such work. Extra bus runs will be offered to the most senior employee and then to the next most senior employee and so forth down the list until the list is exhausted, at which time the most senior employee will be assigned to the run.

Section 2. **Hourly Employees:** Substitute hours will be distributed as equally as possible among regular employees within each classification only, if available and willing to work. If no employees within the classification are available the supervisor will offer hours by rotation to anyone he/she deems capable to do the job within the bargaining unit who has signed a list prior to the 1st student day of each year for additional hours, excluding overtime. If the “additional hour’s list” is exhausted for one occurrence, then the supervisor may offer the hours to whomever he/she seems fit to do the job. Splitting of sub hours will be at the discretion of the supervisor.

Section 3. **All employees:** Overtime for all employees shall be determined by the Superintendent and will be required only to accomplish those tasks that cannot be accomplished during regular hours.

Employees will be required to complete an overtime worksheet. The worksheet must be approved and signed by the employee’s direct supervisor before submitting for payment.

In an overtime situation, effort will be made to equalize hours within each classification.

ARTICLE XXIV – WAIVER

Section 1. The District and the Union for the life of this Agreement of each voluntarily and unqualifiedly waives the right, 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, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have

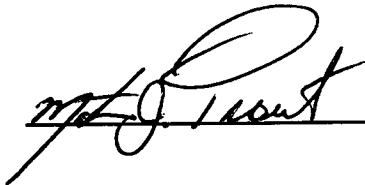
been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed the Agreement.

ARTICLE XXV – DURATION

This Agreement shall be effective July 1, 2015 and shall continue in full force and effect until June 30, 2019. If either party desires to renegotiate this Agreement upon termination June 30, 2019 they shall give the other party written notice to that effect not less than sixty (60) days prior to June 30, 2019.

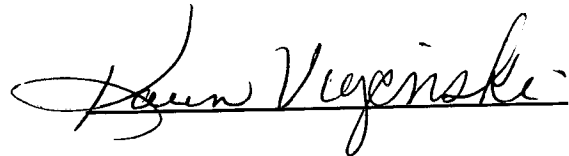
IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS;

BOARD REPRESENTATIVES

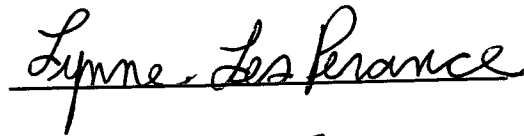


Dated: 9-15-15

UNION REPRESENTATIVES:







Dated: 9-15-15

Appendix A

Wages/Rates

All classifications are hourly

The District agrees to a one (1) percent increase each year for four (4) years as indicated in the charts below.

The District shall provide an off-schedule performance bonus to each member of the support staff as follows:

Year 2015-2016: \$500.00

Year 2016-2017: \$500.00

Year 2017-2018: \$350.00 ***

Year 2018-2019: \$350.00 ***

***Increases will be re-evaluated for possible increase after two (2) years.

| 2015-2016 | 1% | | | |
|--------------------------|---------------|---------------|---------------|---------------|
| Classification | Step 4 | Step 3 | Step 2 | Step 1 |
| Aide – Kitchen | 12.80 | 12.20 | 11.57 | 10.97 |
| Aide - Library | 12.80 | 12.20 | 11.57 | 10.97 |
| Aide - Playground | 12.80 | 12.20 | 11.57 | 10.97 |
| Aide - Teacher | 12.80 | 12.20 | 11.57 | 10.97 |
| Assistant Cook | 13.34 | 12.73 | 12.12 | 11.50 |
| Bus Driver - Extra Trips | 15.72 | 15.11 | 14.53 | 13.99 |
| Bus Driver - Lead | 15.72 | 15.11 | 14.53 | 13.99 |
| Bus Driver - Regular | 15.72 | 15.11 | 14.53 | 13.99 |
| Custodian | 14.87 | 14.26 | 13.65 | 13.04 |
| Para-pro | 14.87 | 14.26 | 13.65 | 13.04 |
| Secretaries | 15.57 | 15.02 | 14.46 | 13.96 |

| 2016-2017 | 1% | | | |
|--------------------------|---------------|---------------|---------------|---------------|
| Classification | Step 4 | Step 3 | Step 2 | Step 1 |
| Aide - Kitchen | 12.93 | 12.32 | 11.69 | 11.08 |
| Aide - Library | 12.93 | 12.32 | 11.69 | 11.08 |
| Aide - Playground | 12.93 | 12.32 | 11.69 | 11.08 |
| Aide - Teacher | 12.93 | 12.32 | 11.69 | 11.08 |
| Assistant Cook | 13.47 | 12.86 | 12.24 | 11.62 |
| Bus Driver - Extra Trips | 15.88 | 15.26 | 14.68 | 14.13 |
| Bus Driver - Lead | 15.88 | 15.26 | 14.68 | 14.13 |
| Bus Driver - Regular | 15.88 | 15.26 | 14.68 | 14.13 |
| Custodian | 15.02 | 14.40 | 13.79 | 13.17 |

| | | | | |
|-------------|-------|-------|-------|-------|
| Para-pro | 15.02 | 14.40 | 13.79 | 13.17 |
| Secretaries | 15.73 | 15.17 | 14.60 | 14.10 |

| | | | | |
|--------------------------|---------------|---------------|---------------|---------------|
| 2017-2018 | 1% | | | |
| Classification | Step 4 | Step 3 | Step 2 | Step 1 |
| Aide - Kitchen | 13.06 | 12.44 | 11.81 | 11.19 |
| Aide - Library | 13.06 | 12.44 | 11.81 | 11.19 |
| Aide - Playground | 13.06 | 12.44 | 11.81 | 11.19 |
| Aide - Teacher | 13.06 | 12.44 | 11.81 | 11.19 |
| Assistant Cook | 13.60 | 12.99 | 12.36 | 11.74 |
| Bus Driver - Extra Trips | 16.04 | 15.41 | 14.83 | 14.27 |
| Bus Driver - Lead | 16.04 | 15.41 | 14.83 | 14.27 |
| Bus Driver - Regular | 16.04 | 15.41 | 14.83 | 14.27 |
| Custodian | 15.17 | 14.54 | 13.93 | 13.30 |
| Para-pro | 15.17 | 14.54 | 13.93 | 13.30 |
| Secretaries | 15.89 | 15.32 | 14.75 | 14.24 |

| | | | | |
|--------------------------|---------------|---------------|---------------|---------------|
| 2018-2019 | 1% | | | |
| Classification | Step 4 | Step 3 | Step 2 | Step 1 |
| Aide - Kitchen | 13.19 | 12.56 | 11.93 | 11.30 |
| Aide - Library | 13.19 | 12.56 | 11.93 | 11.30 |
| Aide - Playground | 13.19 | 12.56 | 11.93 | 11.30 |
| Aide - Teacher | 13.19 | 12.56 | 11.93 | 11.30 |
| Assistant Cook | 13.74 | 13.12 | 12.48 | 11.86 |
| Bus Driver - Extra Trips | 16.20 | 15.56 | 14.98 | 14.41 |
| Bus Driver - Lead | 16.20 | 15.56 | 14.98 | 14.41 |
| Bus Driver - Regular | 16.20 | 15.56 | 14.98 | 14.41 |
| Custodian | 15.32 | 14.69 | 14.07 | 13.43 |
| Para-pro | 15.32 | 14.69 | 14.07 | 13.43 |
| Secretaries | 16.05 | 15.47 | 14.90 | 14.38 |

Agreement – Effective July 1, 2015
Expiration – June 30, 2019

Appendix B – Observation Forms and Evaluation Reports

North Huron School District Custodial Staff Observation Form School Year _____

| | | |
|--------------|------------------|----------------------------|
| | | |
| Staff | Evaluator | Date of Observation |

| I. Professional Responsibility | | | | | |
|---|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Maintains Professional Behavior ✓ <i>Maintains professional work habits</i> ✓ <i>Interacts with staff, students, and visitors professionally</i> ✓ <i>Works to be a positive member of the team</i> ✓ <i>Cooperates, shares information in a calm and pleasant manner</i> ✓ <i>Takes initiative, completes tasks without supervision</i> | | | | | |
| b. Presents Self Professionally ✓ <i>Appropriate dress, hygiene and appearance</i> | | | | | |
| c. Follows North Huron/Building Policies and Procedures ✓ <i>Maintains building security—renders assistance to students, staff, and law enforcement as necessary</i> ✓ <i>Is observant of potential danger, misconduct, equipment malfunction, reports these issues</i> ✓ <i>Participates on Crisis Management Teams as required</i> | | | | | |
| d. Adheres to Confidentiality Guidelines and Laws ✓ <i>Protects student and family rights</i> | | | | | |
| e. Follows Prescribed Work Schedule ✓ <i>Maintains regular attendance</i> ✓ <i>Practices punctuality</i> | | | | | |
| Comments | | | | | |

| II. Support | | | | | |
|--|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Uses Effective Communication Skills ✓ <i>Keeps lines of communication open</i> ✓ <i>Is a good listener</i> ✓ <i>Uses language that portrays a professional image—easily understood, tactful, courteous, etc.</i> ✓ <i>Respects the opinions of others</i> ✓ <i>Interacts with customers in a pleasant, appropriate manner</i> | | | | | |
| b. Demonstrates Customer and Collegial Support ✓ <i>Works with administrators/clerical staff in arranging rooms/equipment</i> ✓ <i>Works with administration on maintaining a secure environment</i> ✓ <i>Is friendly and accommodating to visitors/customers</i> ✓ <i>Takes initiative to complete tasks without being asked</i> | | | | | |
| c. Displays Problem-Solving Skills ✓ <i>Solves problems independently</i> ✓ <i>Resolves conflicts in a productive and professional manner</i> ✓ <i>Exercises good judgment</i> | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| <p>d. Reveals Organizational Skills</p> <ul style="list-style-type: none"> ✓ Executes requests from supervisor in a timely manner ✓ Completes timesheets in a timely manner ✓ Completes job tasks in a timely manner ✓ Uses work time efficiently and for purposes intended ✓ Implements an effective system of organizing materials and information | | | | | |
| <p>Comments</p> | | | | | |

| III. Environment | | | | | |
|---|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| <p>a. Maintains a Clean, Safe Facility</p> <ul style="list-style-type: none"> ✓ Removes trash in labs, classrooms, offices; receptacles cleaned as required ✓ Clears walkways and entries of snow/ice, salts as needed, maintains dry surface of entry ways (inside) to the degree possible ✓ Arranges classrooms, whiteboards, trays; cleans tables; double checks rooms prior to meetings ✓ Cleans, sanitizes restroom facilities, walls, fixtures, floors; replenishes supplies in restrooms and kitchen areas ✓ Replaces light tubes and bulbs; leaves classrooms, hallways, offices in proper condition for use ✓ Performs minor repairs/maintenance and seasonal cleaning jobs regarding the building structure, plumbing, HVAC, electrical, furniture, and equipment ✓ Vacuums carpeted floors; maintains public area floors/surfaces/shelves | | | | | |
| <p>b. Practices School Health and Safety Procedures</p> <ul style="list-style-type: none"> ✓ Demonstrates knowledge of fire, disaster, and crisis procedures ✓ Assists students during emergency drills ✓ Follows recommended precautionary measures related to blood borne pathogens | | | | | |
| <p>c. Recommends/Assists in Repair and Maintenance</p> <ul style="list-style-type: none"> ✓ Assists in developing a scheduled maintenance plan ✓ Demonstrates respect for others by handling issues/concerns directly with the person involved | | | | | |
| <p>Comments</p> | | | | | |

Post-Observation Conference

| | | |
|---|------------------------------|---|
| <p>Suggestions for Improvement</p> | | |
| <p>Custodian's Signature</p> | <p>Evaluator's Signature</p> | <p>Post-Observation Conference Date (within five days of observation)</p> |

Optional staff comments (see attached)

North Huron School District Custodial Staff Evaluation Report

| | | | | |
|---|--|--------------|-------------------------|---|
| Staff Member's Name | | Title | | |
| Evaluator's Name | | Title | School Year | |
| <p><i>Instructions: Using the following criteria, please indicate rating:</i></p> <p>U = Unacceptable I = Needs Improvement E = Meets Expectations O = Outstanding N/O = Not Observed</p> | | | | |
| <i>I. Professional Responsibility</i> | | | <i>III. Environment</i> | |
| a. | Maintains Professional Behavior | | a. | Maintains a Clean, Safe Facility |
| b. | Presents Self Professionally | | b. | Practices School Health and Safety Procedures |
| c. | Follows North Huron/Building Policies and Procedures | | c. | Recommends/Assists in Repair and Maintenance |
| d. | Adheres to Confidentiality Guidelines and Laws | | | |
| e. | Follows Prescribed Work Schedule | | | |
| <i>II. Support</i> | | | | |
| a. | Uses Effective Communication Skills | | | |
| b. | Demonstrates Customer and Collegial Support | | | |
| c. | Displays Problem-Solving Skills | | | |
| d. | Reveals Organizational Skills | | | |

| | | | |
|---|-------------|------------------------------|-------------|
| Staff Member's Name | | Evaluator's Name | |
| Summary Statement | | <i>Recommendation/s</i> | |
| | | | |
| Staff Member's Signature | Date | Evaluator's Signature | Date |
| <i>Signature indicates completion of the evaluation process—not necessarily consensus</i> | | | |

North Huron School District
Office Support Staff Observation Form
School Year _____

| | | |
|--------------|------------------|----------------------------|
| | | |
| Staff | Evaluator | Date of Observation |

| I. Professional Responsibility | | | | | |
|--|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Maintains Professional Behavior ✓ <i>Demonstrates professional ethics</i> ✓ <i>Interacts with staff and visitors professionally</i> ✓ <i>Works to be a positive member of the team</i> ✓ <i>Cooperates, shares information in a calm and pleasant manner</i> | | | | | |
| b. Presents Self Professionally ✓ <i>Presents appropriate dress and appearance</i> | | | | | |
| c. Follows North Huron/Building Policies and Procedures ✓ <i>Maintains building security</i> | | | | | |
| d. Adheres to Confidentiality Guidelines and Laws <i>a. Protects student and family rights</i> | | | | | |
| e. Follows Prescribed Work Schedule <i>a. Maintains regular attendance</i> <i>b. Practices punctuality</i> | | | | | |
| Comments | | | | | |

| II. Support | | | | | |
|--|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Uses Effective Communication Skills <i>a. Keeps lines of communication open</i> <i>b. Is a good listener</i> <i>c. Uses language that portrays a professional image—easily understood, tactful, courteous, etc.</i> <i>d. Respects the opinions of others</i> <i>e. Interacts with customers in a pleasant, appropriate manner</i> | | | | | |
| b. Demonstrates Efficient Clerical/Technical Skills <i>a. Exhibits technology knowledge and skills--computer, copy machine, fax machine, etc.</i> <i>b. Uses appropriate telephone skills</i> <i>c. Handles specific responsibilities in an efficient, effective manner—i.e. registry, data entry, IEP invitations/scheduling, Medicaid, pupil accounting, tracking of attendance, purchase order processing, professional development registrations, Technology Help Desk</i> | | | | | |
| c. Displays Problem-Solving Skills <i>a. Solves problems independently</i> <i>b. Resolves conflicts in a productive and professional manner</i> <i>c. Exercises good judgment</i> | | | | | |
| d. Reveals Organizational Skills <i>a. Executes requests from supervisor in a timely manner</i> <i>b. Completes timesheets in a timely manner</i> <i>c. Completes job tasks in a timely manner</i> <i>d. Uses work time efficiently and for purposes intended</i> <i>e. Implements an effective system of organizing materials and information</i> | | | | | |

Comments

| III. Environment | | | | | |
|--|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Organizes Work Station <i>a. Maintains pleasing appearance of physical space</i> <i>b. Organizes tools/equipment for maximum efficiency and productivity</i> <i>c. Organizes files/information in a manner that is accessible by others</i> | | | | | |
| b. Practices School Health and Safety Procedures <i>a. Demonstrates knowledge of fire, disaster, and crisis procedures</i> <i>b. Supervises and instructs students during emergency drills</i> <i>c. Follows school procedures for securing and dispensing medication and associated record-keeping</i> <i>d. Follows recommended precautionary measures related to blood borne pathogens</i> | | | | | |
| c. Creates an Atmosphere of Respect and Rapport <i>a. Presents self as approachable and accommodating</i> <i>b. Demonstrates respect for others by handling issues/concerns directly with the person involved</i> | | | | | |
| Comments | | | | | |

Post-Observation Conference

| | | |
|---|------------------------------|---|
| Suggestions for Improvement | | |
| | | |
| Office Support Staff's Signature | Evaluator's Signature | Post-Observation Conference Date (within five days of observation) |

Optional staff comments (see attached)

**North Huron School District
Office Support Staff Evaluation Report**

| | | | |
|---|--|--------------------------------|--|
| Staff Member's Name | | Title | |
| Evaluator's Name | | Title | School Year |
| <p><i>Instructions: Using the following criteria, please indicate rating:</i></p> <p>U = Unacceptable I = Needs Improvement E = Meets Expectations O = Outstanding N/O = Not Observed</p> | | | |
| I. Professional Responsibility | | III. Environment Rating | |
| a. | Maintains Professional Behavior | | a. Organizes Work Station |
| b. | Presents Self Professionally | | b. Practices School Health and Safety Procedures |
| c. | Follows North Huron/Building Policies and Procedures | | c. Creates an Atmosphere of Respect and Rapport |
| d. | Adheres to Confidentiality Guidelines and Laws | | |
| e. | Follows Prescribed Work Schedule | | |
| II. Support | | | |
| a. | Uses Effective Communication Skills | | |
| b. | Demonstrates Efficient Clerical/Technical Skills | | |
| c. | Displays Problem-Solving Skills | | |
| d. | Reveals Organizational Skills | | |

| | | | |
|---|-------------|------------------------------|-------------|
| Staff Member's Name | | Evaluator's Name | |
| Summary Statement | | <i>Recommendation/s</i> | |
| | | | |
| Staff Member's Signature | Date | Evaluator's Signature | Date |
| <i>Signature indicates completion of the evaluation process—not necessarily consensus</i> | | | |

North Huron School District
Instructional Support Staff Observation Form
School Year _____

| | | |
|--------------|------------------|----------------------------|
| | | |
| Staff | Evaluator | Date of Observation |

| I. Professional Responsibility | | | | | |
|---|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Maintains Professional Behavior <i>a. Demonstrates professional ethics</i> <i>b. Interacts with staff and visitors professionally</i> <i>c. Works to be a positive member of the team</i> <i>d. Cooperates, shares information in a calm and pleasant manner</i> | | | | | |
| b. Presents Self Professionally <i>a. Dresses appropriately</i> <i>b. Presents professional appearance</i> | | | | | |
| c. Follows North Huron/Building Policies and Procedures <i>a. Maintains building security</i> | | | | | |
| d. Adheres to Confidentiality Guidelines and Laws <i>a. Protects student and family rights</i> | | | | | |
| e. Follows Prescribed Work Schedule <i>a. Maintains regular attendance</i> <i>b. Practices punctuality</i> | | | | | |
| f. Assists in Maintaining Accurate Records on Students <i>a. Assists in recording student progress</i> <i>b. Assists in preparing and submitting accurate enrollment and attendance records</i> <i>c. Assists in preparing and maintaining records required by administration</i> | | | | | |

Comments

| II. Support | | | | | |
|---|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Uses Effective Communication Skills <i>a. Keeps lines of communication open</i> <i>b. Is a good listener</i> <i>c. Uses language that portrays a professional image—easily understood, tactful, courteous, etc.</i> <i>d. Respects the opinions of others</i> <i>e. Interacts with customers in a pleasant, appropriate manner</i> | | | | | |
| b. Provides Instructional Support <i>a. Supports and assists plans for instruction to achieve performance objectives</i> <i>b. Reinforces student learning</i> <i>c. Effectively communicates with, motivates, and reinforces students</i> | | | | | |
| c. Displays Problem-Solving Skills <i>a. Solves problems independently</i> <i>b. Resolves conflicts in a productive and professional manner</i> <i>c. Exercises good judgment</i> | | | | | |
| d. Reveals Organizational Skills <i>a. Executes requests from supervisor or teacher in a timely manner</i> <i>b. Completes timesheets in a timely manner</i> <i>c. Completes job tasks in a timely manner</i> <i>d. Uses work time efficiently and for purposes intended</i> | | | | | |

Comments

| III. Environment | | | | | |
|--|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Establishes and Maintains Environment Conducive to Learning <i>a. Maintains neat and orderly instructional environment</i> <i>b. Makes efficient use of available facilities</i> <i>c. Demonstrates knowledge of equipment used for instruction</i> <i>d. Anticipates and attends to routine tasks in an efficient manner</i> <i>e. Begins activities promptly and avoids digression</i> | | | | | |
| b. Creates an Atmosphere of Respect and Rapport <i>a. Presents self as approachable and accommodating</i> <i>b. Works cooperatively with staff to meet student needs</i> <i>c. Demonstrates respect for others by handling issues/concerns directly with the person involved</i> <i>d. Demonstrates appropriate relationships with students</i> | | | | | |
| c. Manages Student Behavior in Accordance with School Policies <i>a. Demonstrates knowledge of behavior-management theories</i> <i>b. Applies school-wide positive behavior expectations for student behavior growth</i> <i>c. Applies effective classroom management techniques</i> <i>d. Follows crisis intervention procedures</i> | | | | | |
| d. Practices School Health and Safety Procedures <i>a. Demonstrates knowledge of fire, disaster, and crisis procedures</i> <i>b. Supervises and instructs students during emergency drills</i> <i>c. Follows school procedures for securing and dispensing medication and associated record-keeping</i> <i>d. Follows recommended precautionary measures related to blood borne pathogens</i> | | | | | |
| e. Demonstrates Professional Relationships with Parents/Community <i>a. Demonstrates sensitivity to needs and feelings of parents and families</i> <i>b. Takes advantages of opportunities to positively enhance the image of the school and district</i> <i>c. Effectively and appropriately communicates student progress/needs with parent under the direction of the instructor/supervisor</i> | | | | | |

Comments

Post-Observation Conference

| | | |
|---|-----------------------|--|
| Suggestions for Improvement | | |
| | | |
| Instructional Support Staff's Signature | Evaluator's Signature | Post-Observation Conference Date (within five days of observation) |

Optional staff comments (see attached)

North Huron School District
Instructional Support Staff Evaluation Report

| | | | | |
|---|--|--------------|--------------------------------|--|
| Staff Member's Name | | Title | | |
| Evaluator's Name | | Title | School Year | |
| <i>Instructions: Using the following criteria, please indicate rating:</i> U = Unacceptable I = Needs Improvement E = Meets Expectations O = Outstanding N/O = Not Observed | | | | |
| I. Professional Responsibility | | | III. Environment Rating | |
| a. | Maintains Professional Behavior | | a. | Establishes and Maintains Environment Conducive to Learning |
| b. | Presents Self Professionally | | b. | Creates an Atmosphere of Respect and Rapport |
| c. | Follows North Huron/Building Policies and Procedures | | c. | Manages Student Behavior in Accordance with School Policies |
| d. | Adheres to Confidentiality Guidelines and Laws | | d. | Practices School Health and Safety Procedures |
| e. | Follows Prescribed Work Schedule | | e. | Demonstrates Professional Relationships with Parents/Community |
| f. | Assists in Maintaining Accurate Records on Students | | | |
| II. Support | | | | |
| a. | Uses Effective Communication Skills | | | |
| b. | Provides Instructional Support | | | |
| c. | Displays Problem-Solving Skills | | | |
| d. | Reveals Organizational Skills | | | |
| Staff Member's Name | | | Evaluator's Name | |

| | | | |
|---|-------------|------------------------------|-------------|
| Summary Statement | | <i>Recommendation/s</i> | |
| | | | |
| Staff Member's Signature | Date | Evaluator's Signature | Date |
| <i>Signature indicates completion of the evaluation process—not necessarily consensus</i> | | | |

**North Huron School District
Bus Driver Observation Form**

School Year _____

| | | |
|--------------|------------------|----------------------------|
| | | |
| Staff | Evaluator | Date of Observation |

| I. Professional Responsibility | | | | | |
|--|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Maintains Professional Behavior <i>a. Maintains professional work habits</i> <i>b. Interacts with staff, students, and visitors professionally</i> <i>c. Works to be a positive member of the team</i> <i>d. Cooperates, shares information in a calm and pleasant manner</i> <i>e. Takes initiative, completes tasks without supervision</i> | | | | | |
| b. Presents Self Professionally <i>a. Appropriate dress, hygiene and appearance</i> | | | | | |
| c. Follows North Huron/Building Policies and Procedures <i>a. Maintains building security—renders assistance to students, staff, and law enforcement as necessary</i> <i>b. Is observant of potential danger, misconduct, equipment malfunction, reports these issues</i> <i>c. Participates on Crisis Management Teams as required</i> | | | | | |
| d. Adheres to Confidentiality Guidelines and Laws <i>a. Protects student and family rights</i> | | | | | |
| e. Follows Prescribed Work Schedule <i>a. Maintains regular attendance- work days and required meetings</i> <i>b. Practices punctuality</i> | | | | | |
| Comments | | | | | |

| II. Support | | | | | |
|---|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Uses Effective Communication Skills <i>a. Keeps lines of communication open</i> <i>b. Is a good listener</i> <i>c. Uses language that portrays a professional image—easily understood, tactful, courteous, etc.</i> <i>d. Respects the opinions of others</i> <i>e. Interacts with customers in a pleasant, appropriate manner</i> | | | | | |
| b. Demonstrates Customer and Collegial Support <i>a. Works with administrators/clerical staff in arranging rooms/equipment</i> <i>b. Works with administration on maintaining a secure environment</i> <i>c. Is friendly and accommodating to students and parents</i> <i>d. Takes initiative to complete tasks without being asked</i> | | | | | |
| c. Displays Problem-Solving Skills <i>a. Solves problems independently</i> <i>b. Resolves conflicts in a productive and professional manner</i> <i>c. Exercises good judgment</i> | | | | | |
| d. Reveals Organizational Skills <i>a. Executes requests from supervisor in a timely manner</i> <i>b. Completes timesheets in a timely manner</i> <i>c. Completes job tasks in a timely manner</i> <i>d. Uses work time efficiently and for purposes intended</i> <i>e. Maintains bus route and time schedule</i> | | | | | |

Comments

| III. Environment | | | | | |
|---|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Maintains a Clean, Safe Bus <i>a. Maintains control of students on the bus</i> <i>b. Conducts pre-trip inspection of bus and equipment</i> <i>c. Cleans bus and empties trash</i> <i>d. Conducts post-trip inspection of bus and equipment</i> | | | | | |
| b. Practices School Health and Safety Procedures <i>a. Demonstrates knowledge of fire, disaster, and crisis procedures</i> <i>b. Assists students during emergency drills</i> <i>c. Follows recommended precautionary measures related to blood borne pathogens</i> | | | | | |
| c. Recommends/Assists in Repair and Maintenance <i>a. Assists in developing a scheduled maintenance plan</i> <i>b. Demonstrates respect for others by handling issues/concerns directly with the person involved</i> | | | | | |
| Comments | | | | | |

Post-Observation Conference

| | | |
|------------------------------------|-----------------------|--|
| Suggestions for Improvement | | |
| | | |
| Bus Driver's Signature | Evaluator's Signature | Post-Observation Conference Date (within five days of observation) |

Optional staff comments (see attached)

**North Huron School District
Bus Driver Evaluation Report**

| | | | | |
|---|--|--------------|-------------------------|---|
| Staff Member's Name | | Title | | |
| Evaluator's Name | | Title | | School Year |
| <i>Instructions: Using the following criteria, please indicate rating:</i> | | | | |
| U = Unacceptable I = Needs Improvement E = Meets Expectations O = Outstanding N/O = Not Observed | | | | |
| <i>I. Professional Responsibility</i> | | | <i>III. Environment</i> | |
| a. | Maintains Professional Behavior | | a. | Maintains a Clean, Safe Bus |
| b. | Presents Self Professionally | | b. | Practices School Health and Safety Procedures |
| c. | Follows North Huron/Building Policies and Procedures | | c. | Recommends/Assists in Repair and Maintenance |
| d. | Adheres to Confidentiality Guidelines and Laws | | | |
| e. | Follows Prescribed Work Schedule | | | |
| <i>II. Support</i> | | | | |
| a. | Uses Effective Communication Skills | | | |
| b. | Demonstrates Customer and Collegial Support | | | |
| c. | Displays Problem-Solving Skills | | | |
| d. | Reveals Organizational Skills | | | |

| | | | |
|---|-------------|------------------------------|-------------|
| Staff Member's Name | | Evaluator's Name | |
| Summary Statement | | <i>Recommendation/s</i> | |
| | | | |
| Staff Member's Signature | Date | Evaluator's Signature | Date |
| <i>Signature indicates completion of the evaluation process—not necessarily consensus</i> | | | |

North Huron School District
Kitchen Staff Observation Form
School Year _____

| | | |
|--------------|------------------|----------------------------|
| | | |
| Staff | Evaluator | Date of Observation |

| I. Professional Responsibility | | | | | |
|--|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Maintains Professional Behavior <i>a. Maintains professional work habits</i> <i>b. Interacts with staff, students, and visitors professionally</i> <i>c. Works to be a positive member of the team</i> <i>d. Cooperates, shares information in a calm and pleasant manner</i> <i>e. Takes initiative, completes tasks without supervision</i> | | | | | |
| b. Presents Self Professionally <i>a. Appropriate dress, hygiene and appearance</i> | | | | | |
| c. Follows North Huron/Building Policies and Procedures <i>a. Maintains building security—renders assistance to students, staff, and law enforcement as necessary</i> <i>b. Is familiar with and adheres to all federal, state and local regulations regarding Food Service</i> <i>c. Participates on Crisis Management Teams as required</i> | | | | | |
| d. Adheres to Confidentiality Guidelines and Laws <i>a. Protects student and family rights</i> | | | | | |
| e. Follows Prescribed Work Schedule <i>a. Maintains regular attendance- work days and required meetings</i> <i>b. Practices punctuality</i> | | | | | |

Comments

| II. Support | | | | | |
|---|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Uses Effective Communication Skills <i>a. Keeps lines of communication open</i> <i>b. Is a good listener</i> <i>c. Uses language that portrays a professional image—easily understood, tactful, courteous, etc.</i> <i>d. Respects the opinions of others</i> <i>e. Interacts with customers in a pleasant, appropriate manner</i> | | | | | |
| b. Demonstrates Customer and Collegial Support <i>a. Works with administrators/ staff in arranging rooms/equipment</i> <i>b. Works with administration on maintaining a secure environment</i> <i>c. Is friendly and accommodating to students, parents, school staff, and delivery personnel</i> <i>d. Takes initiative to complete tasks without being asked</i> | | | | | |
| c. Displays Problem-Solving Skills <i>a. Solves problems independently</i> <i>b. Resolves conflicts in a productive and professional manner</i> <i>c. Exercises good judgment</i> | | | | | |
| d. Reveals Organizational Skills <i>a. Executes requests from supervisor in a timely manner</i> <i>b. Completes timesheets in a timely manner</i> <i>c. Completes job tasks in a timely manner</i> <i>d. Uses work time efficiently and for purposes intended</i> <i>e. Makes sure that the food is served in good clean condition</i> | | | | | |

Comments

| III. Environment | | | | | |
|---|--------------|-------------------|--------------------|-------------|--------------|
| | Unacceptable | Needs Improvement | Meets Expectations | Outstanding | Not Observed |
| a. Maintains a Clean, Safe Kitchen <i>a. Keeps work area clean and puts work tools in their proper place when done</i> <i>b. Makes sure that the food is served in good clean condition</i> <i>c. Provides input and feedback on job tasks, delivery concerns and menus</i> <i>d. Treats all students fairly, without overt identification</i> <i>e. Tactfully answers questions from students</i> | | | | | |
| b. Practices School Health and Safety Procedures <i>a. Demonstrates knowledge of fire, disaster, and crisis procedures</i> <i>b. Assists students during emergency drills</i> <i>c. Assists in meeting the highest standards of safety and sanitation, prescribed by the local health dept.</i> d. Prepares and displays food in a high quality manner <i>e. Follows recommended precautionary measures related to blood borne pathogens</i> | | | | | |
| c. Recommends/Assists in Menu Choices <i>a. Assists in developing a menu</i> <i>b. Demonstrates respect for others by handling issues/concerns directly with the person involved</i> | | | | | |

Comments

Post-Observation Conference

| Suggestions for Improvement | | |
|------------------------------------|------------------------------|---|
| | | |
| Kitchen Staff's Signature | Evaluator's Signature | Post-Observation Conference Date (within five days of observation) |

Optional staff comments (see attached)

North Huron School District Kitchen Staff Evaluation Report

| | | | | |
|---|--|--------------|-------------------------|---|
| Staff Member's Name | | Title | | |
| Evaluator's Name | | Title | | School Year |
| <p><i>Instructions: Using the following criteria, please indicate rating:</i></p> <p>U = Unacceptable I = Needs Improvement E = Meets Expectations O = Outstanding N/O = Not Observed</p> | | | | |
| <i>I. Professional Responsibility</i> | | | <i>III. Environment</i> | |
| a. | Maintains Professional Behavior | | a. | Maintains a Clean, Safe Kitchen |
| b. | Presents Self Professionally | | b. | Practices School Health and Safety Procedures |
| c. | Follows North Huron/Building Policies and Procedures | | c. | Recommends/Assists in Menu Choices |
| d. | Adheres to Confidentiality Guidelines and Laws | | | |
| e. | Follows Prescribed Work Schedule | | | |
| <i>II. Support</i> | | | | |
| a. | Uses Effective Communication Skills | | | |
| b. | Demonstrates Customer and Collegial Support | | | |
| c. | Displays Problem-Solving Skills | | | |
| d. | Reveals Organizational Skills | | | |

| | | | |
|---|-------------|------------------------------|-------------|
| Staff Member's Name | | Evaluator's Name | |
| Summary Statement | | <i>Recommendation/s</i> | |
| | | | |
| Staff Member's Signature | Date | Evaluator's Signature | Date |
| <i>Signature indicates completion of the evaluation process—not necessarily consensus</i> | | | |

Appendix C

SEIU Local 517M members ratified the following on August 29, 2013

**Proposed Contract Settlement between
North Huron Public School (Employer) and
Service Employees International Union Local 517M (Union)**

As the Employer and Union have a contract extension that is due to expire December 31, 2013.

Signing below by representatives of both parties extends the current contract until June 30, 2014 with the following changes/additions as indicated in italics and bolded below:

A Performance incentive payment of \$1,500.00 will be paid in a separate check by December 1, 2013.

The following language to be **added** to Article XIII Sick Leave Days

Section 1. All employees covered by this Agreement will be entitled to sick leave accumulated in the individual's sick leave bank at the rate of one (1) day per month worked, or on approved leave such as vacation, or illness (excluding military leave). Sick leave will be granted for personal illness or injury. Employees can accumulate sick leave days to a total of seventy-five (75) days ***or have the option to have their banked sick days purchased down to 30 days or 0 days (or any number in between 30 and 0) for the amount of ten dollars (\$10.00) per day.***

To be eligible for the sick bank purchase option, an employee must have at least 60 days banked on or before June 30, 2013.

Once an employee selects the sick bank purchase option, they will only be allowed to bank a total of 30 sick days going forward from June 30, 2013.

To select the sick bank purchase option, an employee must notify the Employer in writing on or before November 1, 2013. Monies will be paid to members in January 2014 in a separate check.

Tentative Agreement

North Huron Schools Representative

mt. J. Prout

SEIU Local 517M Representative

Diana E. Heiden

Date

9/17/2013