

## AGREEMENT

This Agreement is entered into this 1st day of September, 2009, by and between the Board of Education of the Hillman Area Schools (hereinafter called the "Employer"), and the Northern Michigan Education Association affiliated with the Michigan Education Association/NEA (hereinafter called the "Association").

## ARTICLE 1

### RECOGNITION

#### 1.1 **Bargaining Unit Defined**

The Hillman Community Schools Board of Education hereinafter "Employer" or "District", hereby recognizes the Northern Michigan Education Association, and the Michigan Education Association Education Support Association (MEA-ESP), as affiliate of the National Education Association, hereinafter the "Association", as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), for all full-time and regular part-time support staff personnel (as certified by the Michigan Employment Relations Commission Case No. R 92 F-140).

#### 1.2 **Employees**

Unless otherwise indicated, use of the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of the Employees covered herein, there shall be the following categories:

- A. Full-time: AN Employee who is employed at least thirty-five (35) hours per week.
- B. Part-time: An Employee who is employed less than thirty-five (35) hours per week.
- C. Probationary: An Employee who is employed to fill a full or part-time position for a trial period of forty-five (45) work days.
- D. School year Employees: Employees employed to work at least one full school calendar year.
- E. Full-year Employees: Employees who are employed to work on a twelve month basis.
- F. Grant Employees: Employees working out side the normal school day and/or school year. School day shall be defined as the time between the first and the last bus departure of the day. The school year shall be defined as student attendance days.

## ARTICLE 2

### PURPOSE

#### **2.1 Agreement**

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

#### **2.2 Dispute Resolution**

The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employee, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

#### **2.3 Limited by Agreement**

The wages, hours and terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

## ARTICLE 3

### EXTENT OF AGREEMENT

#### 3.1 **Severability**

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and assigned amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

#### 3.2 **Individual Agreements**

Any individual contract between the Employer and an individual Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

## ARTICLE 4

### ASSOCIATION/EMPLOYEE RIGHTS

#### 4.1 **Right to Organize**

The Board hereby agrees that every full time and regular part-time Employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by the laws of Michigan and the United States or the Constitutions thereof. The Board further agrees that it will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reasons of his/her membership in the Association, or his participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of a grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

#### 4.2 **Individual Rights**

Nothing contained within this Agreement shall be construed to deny or restrict to any Employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.

#### 4.3 **Personal Life**

Employees shall be entitled to full rights of citizenship and no religious or political activities of any Employee (or lack thereof) outside the school shall be grounds for any discipline or discrimination with respect to the professional employment of the Employee.

#### 4.4 **Non-Discrimination**

The Employer agrees that it will in no way discriminate against or between Employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

#### 4.5 **Use of Facilities**

The Association and its representatives shall have the right to conduct Association business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operation or the Employee's duty time; this includes the use of Internet and email at no additional

cost to the District. The request for room usage must be made following the policy established for building or facility usage.

#### **4.6 Discipline and Just Cause**

No Employee who has fulfilled the probationary period shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warning, reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage, discharges or other actions of a disciplinary nature. Any such discipline shall be subject to the grievance procedure. The specific grounds for disciplinary action will be presented in writing to the Employee and the Association no later than at the time discipline is imposed.

#### **4.7 Information**

The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in representing members of the bargaining unit.

#### **4.8 Mail**

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which Employees may be assigned. The Association may use the internal document delivery service of the Employer, without U.S. postage, and Employee mail boxes for communication of Employees.

#### **4.9 Board Agenda**

The Employer shall place on the agenda of each regular Board of Education meeting for consideration any matters brought to its attention by the Association so long as those matters are made known to the Employer's main office on Thursday prior to said regular meeting.

#### **4.10 Representation**

An Employee shall be entitled to have present (unless waived by the member) representation of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the Employee until a representative is present.

#### 4.11 Special Conferences

A special conference for important matters of mutual concern may be arranged at the request of either party. Such conference shall be scheduled within ten (10) calendar days of such request. Such conference shall be scheduled at a mutually arranged time.

#### 4.12 Complaints

All complaints against an Employee that are to be included in his/her personnel file shall identify the person bringing the complaint and be signed by the Employee prior to placement in his/her file. The affected Employee's signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. The Employee shall have the right to attach a statement of his/her position regarding the complaint.

#### 4.13 Personnel Files

- A. An Employee will have the right to review the contents of all records of the Employer pertaining to said Employee originating after initial employment and to have a representative of the Association accompany him/her in such review. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letter of resignation.
- B. The Board agrees to notify the bargaining unit member when the Board receives a request for all or part of that member's personnel file under the freedom of information act. The bargaining unit member will be provided opportunity to review the contents before the release of the file. The bargaining unit member may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13(1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, the other federal and state laws, any of the following information will, if applicable, be automatically redacted from any materials prior to the release of the file.
  - 1. Race
  - 2. Unlisted telephone number(s)
  - 3. Personal insurance information
  - 4. Social security number(s)
  - 5. Bank account information
  - 6. Credit union information

7. Medical and/or psychological records, facts or evaluations if an individual's identity would be revealed
8. Documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki
9. Documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed or the allegations were found to be unsubstantiated (nothing prohibits the District from maintaining separate investigative files)
10. Documents relating to closed tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges
11. Any references to the bargaining unit members political or other associations or affiliations, as required under Bullard-Plawecki
12. Evidence concerning authorization to work in the U.S.
13. Employer reference, as required under Bullard-Plawecki
14. Educational transcripts
15. Criminal history checks including fingerprints
16. Documents pertaining to current litigation involving the requesting party
17. Privileged attorney communications, opinions, work products

#### **4.14 Assault**

Any case of assault upon an Employee during performance of any school business shall be promptly reported to the Superintendent, or designated representative, by the Employee involved. The Employer will promptly render all reasonable assistance to the Employee in connection with handling of the incident by law enforcement and judicial authorities. The first seven (7) days of work lost by an Employee as a result of an assault shall not be charged against the Employee, but all time lost thereafter shall be payable through sick leave and/or workers compensation.

#### **4.15 Sexual Harassment**

- A. Sexual harassment against (or by) Employees will not be tolerated in the District's employment practices (and/or educational programs or activities). Sexual harassment for the purposes of this Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  1. Submission to the conduct is made either an explicit or implicit condition of employment (or participation in an educational opportunity or activity);



2. Submission to or rejection of the condition is used as the basis for an employment (or an educational) decision affecting the harassed unit member (or individual), or
3. The harassment substantially interferes with an Employee's (or other individual's) work (or education) environment or creates an intimidating, hostile, or offensive work (or educational) environment.

B. Definition

For the purposes of this Article, sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature as determined by a reasonable person of the victim's gender. It refers to behavior which is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and that therefore interferes with the victim's work (or academic) effectiveness. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of a sexual nature.

C. Member Protection

Any Employee accused of sexual harassment shall be entitled to all the protections of this Agreement, including, but not limited to, Article 6.5 (Just Cause), Article 4.8 (Union Representation); Article 6.7/4.11 (Personnel File), and Article 6.8 (Complaint Procedures).

D. Process

Any Employee who is dissatisfied with the Employer's response to his/her complaint of harassment may file a grievance. However, whenever resort to the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The District assures Employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the District permit or engage in retaliation of any kind against any Employee who initiates a complaint.

#### 4.16 Association Days

At the beginning of each school year, the Union shall be allowed one (1) day to be used by a bargaining unit member who is an officer or agent of the Union for attendance at the annual 14A Presidents/Delegates Workshop to meet and lobby

local legislators. The Union agrees to notify the Superintendent no less than one week in advance of taking such leave.

## ARTICLE 5

### MANAGEMENT RIGHTS

5.1 The Board of Education, on its own behalf and on behalf of the School District, hereby retains and reserves unto itself in accordance with the applicable laws, regulations and this Contract; all powers, rights and authority, conferred and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

5.2 To the executive management and administrative control of the school system and its properties and the facilities and the activities of its Employees in their professional employment provided the employer shall not abridge any rights of Employees as specifically provided for in the Agreement.

5.3 Continue its rights and responsibilities for the hiring, assignment and direction of work of Employees covered by this Agreement. Continue to determine qualifications of all Employees and the conditions for the continued employment or their dismissal or demotion; and to promote and transfer all such Employees. Any such transfer shall be in agreement with any other provisions related to transfer within this Agreement.

5.4 Determine the hours and starting times and scheduling of all the foregoing. If new state requirements regarding work hours and/or day are in conflict with the provisions of this Agreement and the state requirements do not specify details of new work hours and/or days, changes will be subject to negotiations between the Association and the Board.

5.5 Determine the services, supplies and equipment necessary to continue general school operation and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the general school operations provided the Employer shall not abridge any rights of Employees as specifically provided for in this Agreement.

5.6 Determine the number and location or relocation of all school facilities.

5.7 Determine the placement of operations, service and the source of materials and supplies.

5.8 Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### 6.1 **Grievance Definition**

A grievance shall be a claim by an employee or the Association of an alleged violation of the expressed written terms of this contract or written Board policy directly affecting hours, wages, or terms and conditions of employment.

#### 6.2 **Association Representatives**

The Association shall designate three (3) representatives to handle grievances when requested by the grievant. The Employer designates the supervisor to act as its representative at Level One and the Superintendent or designated representative to act at Level Two.

#### 6.3 **Time Computation**

The term “days” as used herein for grievances means days in which school is in session, or when school is not in session, the term “days” shall mean week days (Monday-Friday). Time limits may be extended by mutual written agreement of the parties.

#### 6.4 **Grievance Requirements**

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s). The Association may be the grievant.
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 contract (or the written policy) alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.
7. Utilize the form and format set forth in Appendix D.

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

## 6.5 Grievance Procedure

All grievances shall be handled in the following manner:

**Level One:** An employee believing him/herself wronged by an alleged violation of the express provisions of this Contract (or written Board Policy) shall within five (5) days of the alleged occurrence of discovery thereof, to orally discuss the grievance with his/her supervisor in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the Employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to present the written grievance to the supervisor. Within five (5) days of the receipt of the grievance, the supervisor shall render a decision in writing. If there is no response or the decision is unsatisfactory, it may be appealed to Level Two within five (5) days.

**Level Two:** Within five (5) days of receipt of the grievance, the Superintendent, or designated representative, shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent, or designated representative, shall render a decision in writing. A copy of the decision shall be provided to the grievant, the Association Grievance Chair, and to the supervisor. A copy of this decision shall be placed in the permanent file in the Superintendent's office. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board of Education in charge of drawing up the agenda for the Board of Education's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

**Level Three:** Upon proper application as specified in Level Two, the Board of Education shall allow the Employee or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within two weeks from the hearing of the grievance, the Board of Education shall render its decision in writing. The Board of Education may hold future hearings therein, may designate one or more of its members to hold future hearings therein, or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board of Education more than two weeks after the initial hearing. A copy of the written decision of the Board of Education shall be provided to the grievant, the Association Grievance Chairperson, the Superintendent, and to the supervisor. A copy of this decision shall be placed in the permanent file in the Superintendent's office.

**Level Four:** If the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

#### **6.6 Failure to Advance Grievance**

Should an employee fail to institute or appeal a decision within the time limits specified, all further proceedings on the grievance shall be barred and the grievance shall be considered settled on the basis of the Employer's last disposition.

#### **6.7 Grievance Processing After Leaving Employment**

In the event that an Employee should leave the employ of the Employer, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant or the Association regardless of employment continuation) shall be barred.

#### **6.8 Grievance Preparation**

All preparation, filing presentation or consideration of grievances shall be held at times other than when an Employee or participating Association representative are to be at their assigned duty stations.

## ARTICLE 7

### CONTINUITY OF OPERATIONS

#### **7.1 Dispute Resolution**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association, accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Public Employment Relations Act unless the Employer refuses to fully implement and abide by an arbitration award issued under this Agreement

#### **7.2 No Strike/Lockout Agreement**

The Employer and the Association agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act. The Employer also agrees that it will not lock out any Employee during the term of this Agreement or during any period during which a successor Agreement is being negotiated by the parties. Likewise, the Association agrees that it will not engage in any strike, work stoppage, work slow down, or in any other way interfere with the continuity of operations of the program during any period during which a successor Agreement is being negotiated by the parties.

#### **7.3 School Closing**

When an Act of God, or Employer directive, forces the closing of a school or other facility of the Employer, the Employees shall be excused from reporting to duty without loss of benefits. In the event the District is not required to make up such days by the State, Employees will receive their regular rate of pay for the day(s). If the District is required to make up the day(s), no additional pay will be issued for the day(s) that are rescheduled.

#### **7.4 Report to Work**

Employees requested to report for work when a school or other facility is closed under this provision, or for emergency reasons such as snow removal, heating system repair, etc., during such condition shall be compensated at one and one-half (1-1/2) times their regular hourly rate of pay, for the hours they actually work.

## **7.5 School Cancellation After Opening**

If school is dismissed early due to the above conditions, all Employees given early dismissal from their work assignment by the administration will be paid for their normal full day.



ARTICLE 8

WORK YEAR

8.1 The work year for Employees shall be as follows:

A. The work year for Employees shall be as follows:

- |                              |                                   |
|------------------------------|-----------------------------------|
| 1. Aide/Paraprofessionals    | Student attendance days + 5 days  |
| 2. Food Service Personnel    | Student attendance days + 6 days  |
| 3. Secretarial/Clerical      | Student attendance days + 36 days |
| 4. Transportation            | Student attendance days + 5 days  |
| 5. Secretaries/<br>Athletics | Student attendance days + 9 days  |

B. The regular work week for all Employees shall consist of a full week; Monday through Friday, except as may be interrupted by holidays or other breaks pursuant to the school calendar. All hours shall be consecutive, except for bus drivers.

C. All Employees, except bus drivers, shall receive a one-half (1/2) hour duty-free lunch period.

D. A minimum of two hours shall be credited to an Employee called in for an emergency situation, even if less time is worked by the Employee.

E. All Employees, except for bus drivers, will be entitled to two (2) fifteen (15) minute paid break periods. All relief time shall be scheduled with the Employee's immediate supervisor. Employees working overtime shall be entitled to an additional fifteen (15) minute paid break period for every four (4) hours worked.

F. All food service employees that work at least 8 hours will be entitled to two (2) ten (10) minute paid breaks and a thirty (30) minute paid lunch period. Food service employees that work more than four (4) but less than eight (8) hours consecutively will be entitled to one (1) ten (10) minute break and a thirty (30) minute paid lunch period. All employees that work four (4) hours or less consecutively will not be entitled to any paid breaks. All relief time shall be scheduled with the Employee's immediate supervisor. Employees working overtime shall be entitled to an additional ten (10) minute break for every four (4) hours worked.

G. A minimum of two hours shall be credited to an Employee for building checks, even if less time is worked by the Employee.

## ARTICLE 9

### WORKING CONDITIONS

#### 9.1 **Unsafe Work**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given proper safety equipment and instruction in regard to operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

No Employee is required to enter a building alone or to be left alone in a building except custodians on the weekend building checks, will have communication devices and the authority to lockdown a building after posted hours. The Board will provide public notification of hours.

#### 9.2 **Student Discipline**

The Employer shall support and assist Employees with respect to the maintenance of control and discipline of students in the Employees' assigned work area. The Employer, or its designated representative, shall take reasonable steps to relieve the Employee of the responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Employees may use such physical force with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property as far as the law permits.

#### 9.3 **Medication**

If an Employee is required to dispense medication, the supervisor or administrator shall provide the Employee with specific written instructions regarding the dispensing of the medication.

#### 9.4 **Supervision**

Each Employee shall have a designated primary supervisor to whom they shall be responsible for purposes of all provisions of this Contract requiring approval or authorization of the Employee's immediate supervisor. Each Employee shall receive written notification of his/her assigned supervisor.

## 9.5 **Equipment**

The Employer shall provide without cost to the Employee the following:

- A. Approved first aid kits and materials in all work areas.
- B. Adequate and approved safety equipment to be determined by the Administration, Board or its designee and the Union including, but not limited to, goggles, shields, barriers, hard hats, coveralls, and auditory protection devices.
- C. Reimbursement for the cost of licenses or the renewal of licenses required for the Employee to perform his/her job or position.
- D. Physical Exams (Bus Drivers Only) - A school physician will be named for physical exams. The Board of Education will pay the cost of the exam.
- E. Additional Training - Bus Driver school sessions for the year are listed with the Transportation Supervisor. It shall be the responsibility of the driver to be aware of the place and time of each school session where attendance is required. State law requires all drivers to be certified by a state designated institution. Drivers will be paid for time spent in class according to the existing practice.

## ARTICLE 10

### VACANCIES, TRANSFERS AND PROMOTIONS

#### 10.1 **Vacancy Defined**

A vacancy shall be defined as a newly created position or a present position that is not filled.

#### 10.2 **Vacancy Posting**

All vacancies shall be posted in a conspicuous place in each building for the District for a period of ten (10) work days. Said posting shall contain the following information:

- A. Type of work
- B. Location of work
- C. Starting date
- D. Rate of pay
- E. Hours to be worked
- F. Classification
- G. Minimum requirements

#### 10.3 **Vacancy Notification**

Interested Employees may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The Employer shall notify Employee of vacancies occurring during the summer months (June, July, August) by sending notice of same to each Employee by U.S. mail, to their last known address or by personal delivery.

The Board agrees to give due weight and consideration to qualifications of current Employees who wish to apply for a vacancy or transfer to a difference position. Qualifications will be based upon job descriptions. If the Board determines, after consideration of all applicants, that a position will be filled by a current Employee and two or more current Employees are of equal qualifications, the Employee with the most seniority will be awarded the position.

#### **10.4 Selection**

Within 10 days after filling a posted position the Employer shall make known its decision to all candidates who were interviewed for the position with a copy provided to the Association.

#### **10.5 Trial Period**

In the event of promotion in or transfer from one classification to another, the Employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred Employee reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the Employee is unable to demonstrate ability to perform the work required during the trial period, the Employee shall be returned to his/her previous assignment or at the option of the affected Employee will be returned to his/her previous assignment.

Bus drivers selecting a new route will have a three (3) day trial period.

#### **10.6 Transfer Rights**

Employees shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers.

#### **10.7 Involuntary Transfers**

The parties agree that involuntary transfers of Employees are to be effected only for reasonable and just cause.

#### **10.8 Temporary Assumption of Duties**

Any Employee who temporarily assumes the duties of another Employee or supervisor for a period in excess of five (5) days will be paid the higher rate of pay for those duties. An Employee's pay shall not be reduced as the result of any temporary change in duties.

## ARTICLE 11

### SENIORITY

#### 11.1 Seniority Defined

Seniority shall be defined as the length of service within the Employee's classification. If an Employee changes classification, seniority shall be frozen in the old classification and begin in the new classification effective on the first working day in the new classification. In the event that more than one individual Employee has the same starting date of work, position on the seniority list shall be determined by drawing lots.

#### 11.2 Probation

Probationary Employees shall have no seniority until completion of the probationary period at which time their seniority shall revert to their first day of work.

#### 11.3 Classifications

For purposes of the Agreement, all Employees shall be placed in one of the following classifications based on their current assignments:

- A. Paraprofessionals
- B. Custodial
- C. Custodial/Maintenance
- D. Food Service
- E. Secretarial
- F. Bus Driver

#### 11.4 Seniority List

The Employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all Employees shall receive seniority rights as provided in this Agreement.

### **11.5 Seniority Lost**

Seniority shall be lost by an Employee upon termination, resignation or retirement.

### **11.6 Non-Bargaining Unit Positions**

Employees who return to the Bargaining Unit after having served in a supervisory/administrative capacity, shall retain all previously accumulated seniority as a member of the Bargaining Unit. No seniority shall accrue while serving as a supervisor/administrator.

## ARTICLE 12

### REDUCTION IN PERSONNEL, LAYOFF AND RECALL

#### 12.1 **Layoff Defined**

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds.

#### 12.2 **Layoff Notice**

No Employee shall be laid off pursuant to a necessary reduction in work force unless Employees shall have been notified of said layoff at least forty-five (45) calendar days prior to the effective date of the layoff. In the event of a necessary reduction in work force, the Employer shall first lay off probationary Employees, then the least senioreed Employees within each job classification. In no case shall a new Employee be employed by the Employer while there are laid off Employees within the job classification of the laid off Employee. Employees whose positions have been eliminated due to a reduction in the work force or who have been affected by a layoff/elimination of position shall have the opportunity to make application for any available position in or outside of their job classification.

#### 12.3 **Layoff Procedure--Waive Seniority**

In the event of a layoff, the Employer and Association may mutually agree to allow individual Employees to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and Association, Employees may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the Employee, shall not be construed to be a waiver of seniority or any other right under the contract including the Employee's right to be recalled from such layoff.

If such an agreement is reached, the following form shall be used:



Individual Agreement

The undersigned hereby agrees to waive his/her seniority for purposes of the Hillman Community Schools impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement, including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said Employee might be laid off during the period of this Agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Employee

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Association Representative

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Employer Representative

**12.4 Reduction in Hours**

In the event of reduction in the work hours in a classification, Employees with the greater seniority may use same to maintain his/her normal work schedule by displacing Employees with less seniority on the work schedule. In no case shall a reduction of any Employee's work hours take effect until ten (10) workdays after written notice to the affected Employee(s) is given by the Employer. The Employer will not reduce hours across a classification to avoid individual layoffs.

**12.5 Substitute Priority**

A laid-off Employee shall be granted priority status on the Substitute List according to his/her seniority. An employee who turns down six (6) consecutive opportunities to substitute shall be taken off the priority substitute list, but will not lose seniority recall status.

**12.6 Insurance Continued**

Any Employee laid off pursuant to this article may upon application and at his/her option, continue to receive insurance protection, as outlined in this Agreement, in accordance with COBRA requirements from the date of layoff or until similar benefits are available to the Employee from another employer, whichever comes first. Such continuation of insurance benefits shall be contingent on prior payments by the Employee of the applicable policy premiums.

## **12.7 Recall**

Laid off Employees shall be recalled in order of seniority with the most senior being recalled first, to any available position, in that Employee's classification, for which they are qualified.

## **12.8 Notice of Recall**

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled Employee shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to notify Employer of acceptance of the recall. Employees recalled to full-time work for which they are qualified are obligated to take said work. An Employee who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights and rights to future recall.

## ARTICLE 13

### JOB DESCRIPTION AND CLASSIFICATION

#### 13.1 **Developed Jointly**

Job descriptions for each classification shall be developed jointly by the Employer and the Association. The description shall be distributed to all current Employees and to all new Employees when hired by the District. The descriptions will include at a minimum:

- A. Job title and description
- B. Minimum requirements
- C. A specific statement of required tasks and responsibilities

#### 13.2 **Wages**

During the term of this Agreement, wages shall be as set forth in Appendix A. The straight time regular rate of pay for Employees shall be the hourly rate set forth in Appendix A. New Employees shall begin at the “start” rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification.

#### 13.3 **Overtime**

The following conditions shall apply to all overtime work excluding bus drivers:

- A. Time and one-half will be paid for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Such overtime must receive prior approval of the Employee's supervisor(s).
- B. Excluding routine weekend and holiday building checks, double time will be paid for all hours worked on Sundays and holidays.
- C. Paid leave shall count toward hours worked.

#### 13.4 **Route Assignments**

Route assignments shall be assigned, according to established past practice, by seniority requests. Final assignments shall be made no later than three (3) school days after the beginning of the school year or three (3) school days after a regular run has opened during the school year; in both cases the final assignments will be made no later than ten (10) days if any of the remaining drivers are sick, on

vacation, or on an excused absence. Should a disagreement occur, the grievance procedure may be used.

### **13.5 Special Runs**

Special runs, such as: Kindergarten and Alpena Vocational Center runs, are open for bids every year by the seniority listing.

### **13.6 Substitute - Kindergarten & Vocational Ed**

Substitute driving for the Kindergarten and Alpena Vocational Center runs will be performed by a regular driver each day (not trip) on a separate rotating seniority list. To qualify for substitute Kindergarten runs, the driver must know the route by riding the run with the regular driver at least two (2) trips.

### **13.7 Extra Trip Assignments**

Extra trip assignments shall be assigned by seniority request, with extra trips posted at the bus garage. Once a driver has taken an extra trip or refused an extra trip, his/her name shall drop to the bottom of the seniority list, with the list continuing to rotate.

### **13.8 Payment for Regular and Kindergarten Runs**

A regular run is the transporting of students from one location (home or school) to another and returning those same students to their pickup location on a regularly schedule basis. Bus routes shall be established considering vehicle capacities, student impairments, geography, and location of the students' homes and other pertinent data. In addition to pickup and drop off of students, a regular run includes vehicle safety checks before each run, cleaning the interior of vehicles as needed, cleaning exterior mirrors after each run, and the fueling of vehicles when necessary. Employees will be paid their regular straight time rate of pay for all time spent on the regular or kindergarten bus route assignment, rounded to the nearest quarter hour.

### **13.9 Rotation of Drivers During Cancellation of "Trips"**

If a driver shows up for a scheduled trip and then learns that the trip has been canceled, then said driver shall receive two (2) hours pay and return to their normal place in the trip rotation line up.

If a driver is in line and signs up for a trip that is canceled with prior notification then said driver will be eligible for the next open trip (which may put them out of rotation for said trip) and then the rotation list goes as normal after the canceled driver's trip.

Which means that if the driver has a trip canceled with no compensation then said driver shall be allowed the next open trip even if they are not in “line of rotation”.

## ARTICLE 14

### EVALUATIONS

#### 14.1 **Employee Evaluations**

Any evaluation of any Employee's work performance shall be done openly with full knowledge of the Employee by the Employee's supervisor, or designated representative. The evaluation report shall be in writing and, if the Employee's performance shall have been found to be unsatisfactory in any area, shall contain a description of the specific types of assistance that will be rendered by the evaluator and/or other staff personnel to aid in the Employee's improvement. The written report shall be given to the person evaluated within ten (10) working days of the evaluation session and a conference will be held between the evaluator and the Employee to discuss the evaluation report. The evaluation report shall be signed by both the evaluator and the Employee evaluated, although the Employee's signature shall only indicate their awareness of its contents and shall in no way be construed to denote agreement with the contents. The Employee shall have the right to attach an explanation or rebuttal to the report before it is included in their personnel file.

#### 14.2 **Conclusion**

Each Employee's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of the Employee is \_\_\_ satisfactory, \_\_\_ unsatisfactory (check one)."

#### 14.3 **Termination**

In the event an Employee is not continued in employment, the Employer will advise the Employee of the specific reasons therefore in writing with a copy to the Association.

ARTICLE 15

VACATIONS

**15.1 Vacation**

Twelve (12) month Employees shall receive paid vacation time. Said vacation time may be used by eligible Employees at times of the member's choosing subject to the condition where more than one employee requests the same vacation date(s) or work schedule demands reasonably prohibit requesting bargaining members from being absent. In such instances where more than one Employee having the greatest seniority shall be granted his/her preferred vacation date(s).

**15.2 Vacation Accumulation**

Vacation time may be accumulated up to a maximum of five (5) days over the Employee's regular annual vacation time. Upon termination, an Employee shall be paid for all unused vacation time based upon his/her then current rate of pay. Vacation time shall be computed as of each Employee's anniversary date on the basis of the following schedules:

<u>Years Employed</u>	<u>Vacation Days</u>
1 but less than 3 years	5 days
3 but less than 5 years	10 days
5 but less than 20 years	15 days
20 years	20 days
(Note: Returns to 15 days following one year of additional vacation, five days)	
25 years	25 days
(Note: Returns to 15 days following one year of additional vacation, ten days)	

The Board, in recognition of dedicated continuous service shall reward eligible Employees 20 days of vacation when the have reached 20 years of continuous service, excluding approved leaves, for that one year only. Those eligible Employees who have 25 years of continuous service, excluding approved leaves, shall receive 25 days of vacation for that one year only. Following their year of extra vacation, they would return to the normal 15 vacation days.

ARTICLE 16

HOLIDAYS

**16.1 Full Year Employees (Custodial/Maintenance)**

All full year (12 month) Employees shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each full year (12 month) Employee. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Good Friday  
Memorial Day  
July 4  
Safety Day (and only one [1] safety day is considered a holiday)  
Day after Easter or day during Spring Break

Full year Employees, by mutual consent and approval of the Superintendent, may adjust holidays during school closing time, i.e., Christmas Holiday, for consistency of work schedule.

**16.2 Secretaries**

Secretaries shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each Employee. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Labor Day  
Thanksgiving  
Day after Thanksgiving  
Day after Easter or day during Spring Break  
Christmas Day  
New Year's Eve  
New Year's Day



## ARTICLE 17

### SICK LEAVE

#### **17.1 Sick Leave**

At the beginning of each work year, full year Employees, custodial/maintenance) shall be credited with twelve (12) days for sick leave. School year Employees (cooks, secretarial, paraprofessional, and bus drivers) shall be credited with ten (10) days of sick leave at the beginning of each work year. A new Employee who works less than a full school year shall receive a prorated number of sick days. These days shall be accumulative to one hundred eighty (180) days. In order to qualify for such days, an Employee must notify the appropriate administrator of his/her illness and subsequent absence prior to his/her absence. The Employer shall furnish each Employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said Employee. Any leave of absence due to sickness of less than one-half (1/2) day shall be considered one-half (1/2) day.

#### **17.2 Employment Related Injury**

Absence due to injury incurred in the course of the Employee's employment shall not be charged against the Employee's sick leave days.

#### **17.3 Personal Illness or Disability**

The Employee may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include all disabilities caused or contributed to by pregnancy.

#### **17.4 Illness In the Immediate Family**

The Employee may take a maximum of five (5) working days per illness of a member of his/her immediate family. Pay will be lost for those days exceeding five.

The Employee must notify the District prior to the first day of his absence if possible. Critical illness shall be defined as illness which the attending physician considers sufficiently serious to require the immediate family's presence at the bedside. A physician's verification will be required to access this leave. Exceptions may be granted with approval of the Superintendent when a physician's verification cannot be obtained in advance.

For purpose of this article, immediate family shall be defined as:

- a. Spouse, children, any member (including foster children) of the same home,
- b. Father, mother, step-mother, step-father, foster parents,
- c. sisters, brothers, step-sisters, step-brothers

#### **17.5 Leave**

An Employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may, at the discretion of the Superintendent and upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The leave may be renewed each year upon written request of the Employee.

## ARTICLE 18

### OTHER PAID LEAVES

#### 18.1 **Personal Business**

At the beginning of every school year, each Employee shall be credited four (4) days to be used for the Employee's personal business. A new Employee who works less than a full school year shall receive a prorated number of personal days. An Employee planning to use a personal business day or days shall notify his/her supervisor at least one (1) day in advance. All unused personal leave days per year will be added to the Employees' accumulated sick days. Personal leave days shall be subject to the availability of substitutes. Any leave of absence of less than one-half (1/2) day shall be considered one-half (1/2) day.

#### 18.2 **Judicial Leave**

Any Employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceedings, shall be paid his/her full compensation for such time. Any money received (excluding mileage and expenses) for jury duty or other legal obligations during work time must be returned (paid) to the school.

#### 18.3 **Bereavement Leave**

- A. The Employee shall be granted a maximum of five (5) days paid leave per death for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, daughter and son-in-law, sister and brother-in-law, step-mother, step-father, foster parents, foster children, and grandparents. With the approval of the Superintendent, Employees may take one (1) paid day, or a portion thereof, per death to attend the funeral of any person. Exceptions may be granted with approval of the Superintendent. Unused funeral/bereavement leave shall not be cumulative.
- B. If there is a death in an Employee's family, or a death of someone in the community, there may be one (1) representative sent from the staff to represent the Employees. The Executive Committee of the Hillman ESP will determine the one (1) Employee representative. This provision shall be used only at the discretion of the Superintendent.

## ARTICLE 19

### UNPAID LEAVES

#### 19.1 **Leaves of Absence**

Leave of absence without pay or benefits for up to one (1) year in duration may, with approval of the Board of Education, be granted to Employees upon written request. During the leave, seniority shall continue to accumulate. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of the leave.

#### 19.2 **Return from Leave**

An Employee returning from a leave of absence shall be reinstated to the same classification he/she had when the leave began unless change is mutually acceptable to Employee and Employer. At least five (5) working days prior to the date a leave is scheduled to expire, the Employee shall notify the Employer of his/her intent to return to work.

#### 19.3 **Extensions**

An extension past the one (1) year may be granted by the Board, upon written request of the Employee. The request shall include reasons for the extension and the anticipated date of return.

#### 19.4 **Unpaid Leaves**

- A. An unpaid military leave of absence shall be granted upon application for up to one (1) year for any Employee who shall be inducted for military duty in any branch of the armed forces of the United States.
- B. An unpaid leave of absence may be granted upon application for up to one (1) year for the purpose of serving as an officer of the Association or an officer or intern or staff member in its State or National affiliate.
- C. A leave of absence without pay not to exceed one (1) year may be granted to any Employee upon application for the purpose of campaigning for or serving in public office.

- D. Parental/Child Care -- An unpaid leave of absence shall be granted to any Employee for the purpose of child care. The leave shall be for a period not to exceed one (1) year. Parental Child Care requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child when applicable. The Board may require a doctor's slip authorizing the return to work. The Employee shall receive negotiated health benefits provided for under this Agreement for the period of the leave provided that the Employee pays all premiums excluding FMLA during such period.
  
- E. Family and Medical Leave Act -- Parties agree to abide by the rules and regulations set forth in the Family and Medical Leave Act (Federal) of 1993.

### 19.5 Definitions

For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or step child, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, parent, parent-in-law, stepparent or grandparent.

## ARTICLE 20

### AGENCY SHOP

#### 20.1 **Service Fee**

Each Employee shall, as a condition of employment, join the Association or pay to the Association a service fee pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. This obligation commences thirty (30) days after the execution of this Agreement or the completion of an Employee's first thirty (30) days of employment, whichever is later. The service fee shall not exceed the amount of yearly dues collected from Association members. Employees who have sincere religious objections to joining or contributing to labor organizations such as the Association may satisfy the requirement of this paragraph by making a contribution in the amount of the service fee to a charitable organization mutually selected by the Association and the Board.

#### 20.2 **Timelines**

At the beginning of each school year, the Association shall provide written notification to all Employees and the Employer in writing of the amount of its dues and service fees. The parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures relating to the payment or non-payment of the service fee by non-member shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is understood that the Employee remains obligated for the entire yearly service fee.

#### 20.3 **Policy**

The Association's "Policy Regarding Objections to Political-Ideological Expenditure" and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to Employees who are not members of the Association. 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 Employee concerning the application and interpretation of that policy shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

## **20.4 Non-Payment of Dues of Service Fees**

In the event that an Employee who is not a member of the Association fails to pay a required service fee directly to the Association, or to authorize payment of the service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Association shall notify the member of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Board of Education. The notice shall detail the facts of the non-compliance, provide the Employee with ten (10) working days for compliance, and inform the Employee that a request for a wage deduction may be filed with the Board of Education in the event compliance is not effected. If the Employee fails to remit the service fee or authorize a deduction for the service fee, the Association may file a written request to the Board of Education to make the deduction, a copy of which shall be provided to the Employee. Upon receipt of the request for an involuntary deduction, the Board of Education shall provide the Employee with an opportunity for a due process hearing limited to the question of whether or not the Employee has remitted the service fee to the Association or authorized payroll deduction for the service fee, if the Employee requests a hearing within five (5) working days of receipt of the involuntary deduction request.

The hearing, if requested, will be held within ten (10) working days of receipt of the hearing request. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the Employee has not paid a required service fee in an amount established by the Association or if the Employee does not request a hearing within the five (5) working day request period. All service fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose within twenty (20) days following the deduction.

## **20.5 Payroll Deduction**

During the term of this Agreement, the Employer agrees to deduct service fees and Association membership dues from each Employee who executes and files with the Employer a proper checkoff authorization in a form supplied by the Association. An Employee may pay their service fee directly to the Association or may authorize payment through this payroll deduction program. A list of authorizations received shall be transmitted to the Association. All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the Employee has sufficient net earnings to cover the amounts to be deducted. These authorizations shall continue in effect for the period of that school year, unless revoked by the Employee. Pursuant to such authorization, the Employer shall deduct required amounts in equal payments. All dues and service fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose. If a dispute arises as to whether or not an Employee has properly executed or properly revoked

a written checkoff authorization form, such deductions shall be placed in escrow until the matter is resolved.

## **20.6 Save Harmless**

The Association agrees to indemnify and save the School District, its administrators, and the Board including each individual School Board member harmless against any and all claims, demands, costs, suits or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason taken or not taken by the Employer, or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues, or for the purpose of complying with this Agreement, subject to the following conditions.

1. The Association, after consultation with the Board, has the right to decide whether to defend any such action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the defense which may be assessed against the Board by a court or tribunal;
2. The Association has the right to choose the legal counsel to defend any said suit or action; however, the Board shall be kept informed of the status of such litigation.
3. The Association shall have the right to compromise or settle any claim against the Board under this section.



## ARTICLE 21

### WAGES

#### 21.1 Payable Extras – Bus Drivers

- A. Extracurricular Trips will be paid from time of arrival at bus garage to the time of return to the bus garage at the driver's regular hourly rate. If a trip is canceled, two (2) hours pay will be given to the driver if not notified of cancellation before reporting for assignment.
- B. Meal reimbursement up to \$10.00 for trips of five (5) hours or longer will be reimbursed at the actual cost shown on the receipt (receipt must show items purchased).
- C. Meal reimbursement (overnight) actual cost upon presentation of receipt.
- D. Admission to athletic events while driving bus (except tournament) free.
- E. Daily routes over 70 miles will be 4.5 hours in duration and daily routes less than 70 miles will be 4.25 hours in duration.
- F. Kindergarten runs will minimally be two hours in duration.
- G. No trip will be considered less than two (2) hours in duration.

ARTICLE 22

HEALTH INSURANCE

**22.1 Custodial/Maintenance, Custodial and Secretarial Employees**

The Employer shall provide without cost to all full time custodial/maintenance and secretarial employees, MESSA-PAK protection for a full twelve (12) month period for the Employee and his/her entire family and any other eligible dependents as defined by MESSA. Each eligible Employee shall have the option of choosing the benefits of Plan A or the benefits of Plan B as set forth below.

PAK A for Employees electing health insurance

Health	Choices II \$10.00 Rx with Reimbursement Plan
Long Term Disability	66 2/3% \$2,500 maximum benefit 60 calendar days - modified fill Freeze on Offsets - Yes Maternity Coverage - Yes Pre-Existing Condition Wavier - Yes Alcoholism/drug addiction 2 year Mental/nervous condition 2 year COLA - No
Negotiated Life	\$20,000 AD&D
Vision	VSP-2
Delta Dental	50/50/50:\$1,500 \$1,000 Maximum Class I & II Plan Year July 1 through June 30

PAK B for Employees not electing health insurance

Negotiated Life	\$20,000 with AD&D
Vision	VSP-3

Delta Dental                      50/50/50:\$1,500  
    \$1,000 Maximum Class I & II  
    Plan Year July 1 through June 30

Long Term Disability    66 2/3%  
    Same as above

**22.2 \$10 Rx Reimbursement Plan**

The Board of Education shall reimburse the difference for each generic prescription co-pay for the \$10 Rx plan as follows:

Up to 34-day supply	\$5.00
90-day supply	\$15.00
90-day supply mail order	\$18.00

The Reimbursement Plan will only apply to the prescriptions that cost more than the original \$5.00 co-pay. If the prescription is less than \$10/\$15/\$18, the Employee will be reimbursed the cost of the prescription less \$5.00 co-pay.

Reimbursement will be paid at the end of each marking period (nine weeks). Should the posting deadline be missed, the receipts may be turned in for payment in the next reimbursement period. Receipts not turned in by the last reimbursement period will not be paid.

**22.3 Paraprofessionals/Aides and Cooks**

The Employer shall contribute, to all full time paraprofessional/aides and cooks, Eighty-eight percent (88%) of the cost per month toward the purchase of MESSA Choices II PAK A medical protection (single subscriber, self and spouse or full family) depending on the Employee's need. Any amounts exceeding the Employer's contribution shall be payroll deducted. An open enrollment period shall be provided prior to each 12-month period of coverage.

**22.4 Option**

Any full time Employee who qualifies in Section 22.3, of this article, but who does not opt for the health insurance coverage will be granted Ninety Dollars per month (\$90.00) to be received as regular income or applied toward any of the MESSA variable options or any of the Board approved annuities including MEA Financial Services product which will also be included in any other qualified 403b contributions. An open enrollment period shall be provided prior to each 12-month period of coverage.

## **22.5 Bus Drivers**

Bus drivers may choose to participate in the MESSA Choices II program. Premiums may be paid through the qualified Section 125 Plan on a pre-tax basis.

## **22.6 Section 125 Administration**

The District will maintain without cost to the Union a qualified Section 125 Plan. The plan will offer qualifying Employees an option to select salary reduction, premium conversion, medical reimbursement, dependent care, and/or cash payment in lieu of health care coverage. Any eligible custodial maintenance, custodial Employee or secretary not electing health insurance protection will have One Hundred and No/100 (\$100.00) Dollars per month applied toward the plan.

## **22.7 Salary Reduction Agreement**

The Employee may choose to purchase retirement credit, MEA Financial Services programs, and/or Board approved annuities through a salary reduction agreement.

ARTICLE 23

DURATION OF AGREEMENT

**23.1 Effective Dates**

This Agreement is effective upon ratification and extending through August 31, 2011. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If an agreement on the renewal or modification of this contract is not reached prior to the expiration date, this Agreement shall expire unless it is extended for a specific period by mutual written agreement of the parties.

**23.2 Signatures**

NORTHERN MICHIGAN EDUCATION  
ASSOCIATION/ MEA/NEA

HILLMAN COMMUNITY SCHOOLS  
BOARD OF EDUCATION

\_\_\_\_\_  
Michael Zimmerman, NMEA President

\_\_\_\_\_  
Tom Banks, President

\_\_\_\_\_  
Charles T. Herring,  
NMEA Staff Liaison

\_\_\_\_\_  
Ernie Barnes, Vice-President

\_\_\_\_\_  
James Fifield, President

\_\_\_\_\_  
Juli White, Secretary

\_\_\_\_\_  
Nicole Bartlett, Bargaining Comm.

\_\_\_\_\_  
Jim Zavislak, Treasurer

\_\_\_\_\_  
Lynda Brandt, Bargaining Comm.

\_\_\_\_\_  
Matt Noffze, Trustee

\_\_\_\_\_  
Chris Taratuta, Bargaining Comm.

\_\_\_\_\_  
Debbie Greene, Trustee

\_\_\_\_\_  
Debra Villeneuve, Bargaining Comm.

\_\_\_\_\_  
Brad McLaren, Trustee

\_\_\_\_\_  
James Benson, Bargaining Comm.

\_\_\_\_\_  
Jack Richards, Superintendent

## SCHEDULE A

### WAGES

#### 2009-10

Classification	Start	Year 2	Year 3	Year 4	Year 5	Year 6
Driver	\$12.44	\$13.27	\$14.06	\$14.86	\$15.64	\$16.77
Custodian/ Maintenance	\$12.18	\$12.54	\$12.89	\$13.24	\$13.59	\$14.22
Secretary	\$11.30	\$11.92	\$12.28	\$12.76	\$13.18	\$13.82
Custodian	\$10.58	\$11.30	\$11.64	\$12.00	\$12.35	\$12.95
Cook	\$10.37	\$11.01	\$11.45	\$11.89	\$12.11	\$12.61
ParaPro	\$8.25	\$8.47	\$9.18	\$9.87	\$10.58	\$11.53

#### 2010-11

Classification	Start	Year 2	Year 3	Year 4	Year 5	Year 6
Driver	\$12.69	\$13.54	\$14.34	\$15.16	\$15.95	\$17.11
Custodian/ Maintenance	\$12.42	\$12.79	\$13.15	\$13.50	\$13.86	\$14.50
Secretary	\$11.53	\$12.16	\$12.53	\$13.02	\$13.44	\$14.10
Custodian	\$10.79	\$11.53	\$11.87	\$12.24	\$12.60	\$13.21
Cook	\$10.58	\$11.23	\$11.68	\$12.13	\$12.35	\$12.86
ParaPro	\$8.42	\$8.71	\$9.36	\$10.07	\$10.79	\$11.76

Any member not at the top step shall receive at the conclusion of the 2009-2010 school year a separate stipend check equal to 2% of their current hourly rate x the actual number of hours paid in the 2009-2010 school year, (example: \$.24 x 1,000 hours paid = \$240.00 end of the year stipend.)

SCHEDULE B – LETTER OF UNDERSTANDING

Between

THE HILLMAN COMMUNITY SCHOOLS

and

THE HILLMAN EDUCATIONAL SUPPORT STAFF ASSOCIATION/NMEA

Re: Full Time Status of Aides/Paraprofessionals

The above named parties agree to the following provisions regarding the assigned number of hours for Aides/Paraprofessionals:

1. All currently employed aides (Anita Benac, Debra Villeneuve, and Carrie Wiseley) will be offered or assigned at least thirty-five (35) hours (full time status) per week.
2. These Employees, notwithstanding any voluntary reduction in hours, shall be eligible for insurance protection and coverage as outlined in Article 22.2 and 22.3.

For the Northern Michigan Education  
Association

For the Hillman Community Schools

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE C – JOB DESCRIPTIONS

### SCHOOL BUS DRIVERS

#### Job Classification

1. Possess a valid C.D.L. Class-C Chauffeur's license.
2. Pass a physical examination and any other reasonable physical requirements set by the Board of Education and State Department.
3. Capable of working with students and parents.
4. Capable of meeting all state requirements for school bus drivers.

#### Duties and Responsibilities

1. Follow transportation laws as established by the State Department of Education, State Police and policies of the Board of Education.
2. Consider safety as your major responsibility.
3. The Driver is in direct control of all conduct on the bus. This includes loading, unloading, and while in motion. Discipline situations that you cannot handle alone should be reported immediately to the Transportation Supervisor.
4. Supervise students in loading zone to avoid undue pushing and roughness.
5. Remain on the bus when students are loading or unloading at stops. If it is necessary to leave the bus because of student conduct outside the bus, the Driver is to stop the bus and remove the key before leaving the bus.
6. Do not allow students to ride on your bus who are not regular riders unless they have a note. Do not allow regular riders to get off at any other bus stop other than his or her regular stop unless a note is provided signed by the parent or guardian or approved by parent or guardian.
7. Teach that safety is the responsibility of the passengers also.
8. Do not put any student off the bus excepting at regular delivery place stated by approved note.

Bus Drivers

Page 2



9. Driver is responsible to keep the bus clean on inside and outside and checking the condition of rear signs on your bus for cleanliness.
10. Report any accident immediately to the Transportation Supervisor. Police should be contacted in event of any accident. In the event of any accident, complete accident report sheet and give it immediately to the Transportation Supervisor. List names of all children on the bus at the time of the accident and children who were injured.
11. Direct and supervise the seating of students. All students are to remain seated when the bus is in motion.
12. Report all infractions of the law to proper authorities and be willing to sign complaints against Drivers as necessary.
13. Attend bus driver school in compliance with State regulations. Drivers are encouraged to attend driver school each year. Reimbursement will be made to drivers who have attended eight or more hours of bus driver school or the number of hours as set by the State Department.
14. Conduct emergency evacuation drills.
15. Make a complete report to the Transportation Supervisor regarding any misbehavior or difficulty on any field trip or extra trip. The Transportation Supervisor should immediately refer the matter to the building principal when advisable.
16. Contact the parents or guardian involved if the driver is having difficulty with any particular student on the bus. Such contact with the parent or guardian should be made before any student is suspended from the bus excepting for any act of physical force against the Bus Driver or any student. Such act of any physical force against the driver will result in immediate suspension from riding the school bus until the situation is completely resolved. Drivers shall complete the necessary discipline referral slips.
17. Report any needed repair work immediately to the Supervisor and complete daily maintenance report.

## PARAPROFESSIONALS

### Job Classification

1. The general responsibility of any aide is assisting the classroom teacher with general classroom duties and working with the children within the limitations on any non-certified person as set by the State Department of Education. The basic instructional program is the responsibility of the teacher, and only the teacher is certified to conduct the general classroom instructional program. Time involved by an aide in direct supervision of students in the absence of the teacher shall be limited.
2. Aides will be expected to assist other teachers whenever time allows and such sharing of duties is coordinated by the building principal. You will not be expected to assist with secretarial duties in the general office, excepting in case of an emergency and then for only a very limited period of time. Your basic responsibility is working with the classroom teacher. In general the aide position within the regular school day will be a combined position as aide-playground supervisor in some buildings.
3. Aides may be assigned general duties outside the classroom by the classroom teacher or building administrator when such duties may be handled during the regular working hours and are related to the general operation of the daily school program. General break time for all aides should be comparable in length of time.
4. Assignment of duties may include possibly being on the playground some days and being assigned the lunch room and related supervision duties on other days. The final decision related to assignment of duties remains with the building principal.
5. Responsible for notifying immediate supervisor about any concerns or needs as it relates to their job.
6. Other related duties as assigned by supervisor.

## **COOK/BAKER/DISHWASHER**

### Job Classifications

1. Practices procedures in food preparation, dishwashing, use and care of equipment and personal habits to assure that sanitation standards are met.
2. Follow standards of safety in preparing, storing and serving food.
3. Helps to implement planned quality menus, incorporating time-saving production techniques, effective merchandising and nutrition.
4. Follows the manager's instruction in producing and serving food.
5. Follows manager's instructions in portioning, garnishing and serving meals.
6. Responsible for communicating concerns to appropriate supervisor.
7. Assumes all other reasonably related responsibilities assigned by the Food Service Director.
8. Responsible for notifying immediate supervisor on kitchen needs, repairs, and equipment concerns.

## MAINTENANCE & CUSTODIAL EMPLOYEES

### Job Classification

Although a definite separation is not made in the general duties of each Employee, the general duties would be covered under the following areas:

#### A. Maintenance & Grounds

The Employee must be familiar with all phases of the general maintenance of school buildings. The Employee must have ability to operate, maintain, and make adjustments to various types of equipment. The Employee must have the ability to operate, maintain and make adjustments to the various equipment used to maintain lawn, trees and shrubbery and perform other duties connected with the general maintenance of premises outside the building area, including athletic fields.

#### B. Custodial

The Employee must have knowledge necessary for the proper cleaning and upkeep of a school building. The Custodians are directly responsible to the immediate supervisor regarding building operation.

### General Duties and Responsibilities

1. Responsible for the proper heating, ventilating, and lighting of the building.
2. Responsible for the general cleaning according to the cleaning standards of the district. Specific duties listed on Schedule B – Custodial.
3. Responsible for the proper care of lawn, shrubs, trees, athletic fields, etc., on all school property as well as cleaning sidewalks and paved areas.
4. Is expected insofar as possible to assume the responsibility for the general repair, maintenance of instructional equipment, heating-ventilating units, lighting, plumbing and other school equipment.
5. Is responsible for other related duties necessary for the efficient operation of the school plant as may be assigned by his/her immediate supervisor. The Head Custodian will work with the school administration in such matters.

6. Responsible for the receiving, storing, and proper use of custodial supplies.
7. The Custodian in each building is to provide the immediate supervisor a report on the building needs, repairs, and equipment as needed.

## CUSTODIAL

### General Duties

1. Be thorough in work.
2. Report misconduct or damage to the building on the part of students to the building principal as soon as possible. In cases of misbehavior on the part of student, the situation should immediately be brought to the attention of the teacher or adult in charge of the activity.
3. Keep the buildings, grounds, and equipment orderly, clean and neat.
4. In case of problems in maintenance, etc., report these to the immediate supervisor immediately.
5. Dust furniture in classrooms and hall storage cabinets or display cases along with teacher assistance in dusting.
6. Sweep regular classrooms daily along with emptying wastebasket, cleaning caulk rail, locking windows, and adjusting shades or drapes.
7. Shop areas are to be cleaned daily or on schedule approved by the immediate supervisor.
8. Sweep halls and corridors daily (twice daily where necessary).
9. Sweep gymnasium or multipurpose areas daily.
10. Wash glass in classroom doors and glass at classroom entrances at least once weekly.
11. Mop toilet areas, locker rooms and kitchen areas daily.
12. Clean toilet bowls, seats and fittings daily.
13. Clean mirrors daily.
14. Clean fluorescent tubes and fixtures at least once a year.
15. Clean and wash window panes on inside at least three times a year and outside at least twice a year.

16. Clean and wash glass at all outside entrance ways weekly.
17. Clean chalkboard at least once weekly.
18. Clean and care for tools and supplies as necessary.
19. Dispose of all rubbish or paper.
20. Assist hot lunch Cooks when it is necessary to move heavy commodities.
21. Check playground equipment weekly for safety.
22. Clean screens and vents above the stoves in the kitchens monthly or more often if necessary.
23. Clean and wash furniture annually and whenever necessary.
24. Assist teachers and students in preparation for special activities whenever possible and such action is desirable.
25. Call Presque Isle Electric immediately upon any indication of gas leakage or odor in any building.

**SECRETARIES IN PRINCIPAL'S OFFICE**  
**High School and Elementary**

Job Classification

General Duties and Responsibilities

Responsible for typing, filing, telephone answering, maintenance of records, copying, and related tasks necessary for the efficient functioning of the Hillman Elementary and Hillman High School offices.

1. Prepare all forms for students entering and leaving the school. Process all hot lunch applications. Register new students.
2. Jr./Sr. and Elementary School office receptionists. This includes greeting visitors and parents and taking care of their needs and requests, answering the phone, recording students coming and leaving.
3. Type and handle office correspondence with supervision of principal, as well as typing of other forms and discipline notices.
4. Sort incoming mail.
5. Order and keep track of secondary and elementary supplies and distribute to staff as needed.
6. Type Honor Roll for media.
7. Handle minor student injuries and dispense medication as authorized by physician and parent of student.
8. Ready all materials for the start up and shut down of the school year.
9. Student pictures - Distribute information and pictures and do general operation of picture day under the prepay plan.
10. Assist with any preparation for open house and/or parent-teacher conferences.
11. Put MEAP scores and student pictures in CA-60's.



## Secretaries

### Page 2

12. Call substitute teachers and aides when asked by the principal. Keep accurate records of all substitutes and turn these slips in to the bookkeeper. (handle with WillSub—cancel subs on snow days.)
13. No secretary shall have the responsibility for lunchroom supervision of students or discipline on a regular basis.
14. Assist teachers in preparation of materials with approval of building principal.
15. Make arrangements for parents to pick up students who become ill. In the Jr./Sr. High School most of these students will call directly.
16. Secretaries are able to leave at 4:00 p.m. on Fridays.

### ELEMENTARY DUTIES

1. Handle all student insurance.
2. Type elementary grade placement for the following year.
3. Handle all elementary and preschool immunization records for Montmorency County and the State of Michigan.
4. Responsible for kindergarten round-up.
5. Responsible for the Elementary Newsletter - Tigers' Tale.
6. Assist principal and teachers in completion of field trip reports and permits and parental permission forms.
7. Type and mail all retention letters.
8. Assist the Parent/Teacher Group with materials, activities and notices.

### HIGH SCHOOL DUTIES

1. Maintain accurate student and attendance records. Includes gathering hourly attendance sheets and recording daily list on computer program.

2. Process and print from computer all report cards and CA-60 stickers for student records.
3. Maintain student activity accounts for each class and organization. Includes: making daily bank deposits, writing checks, keeping updated journal for all transactions, recording transactions on computer program, and preparing monthly bank reconciliation statement.
4. Prepare, read and distribute daily announcements to the Jr./Sr. High students and staff.
5. Type all correspondence for the Athletic Director.
6. Direct student office aides on duties.
7. Recruit and keep record of hourly teacher subs when regular sub is not available.
8. Maintain past student transcripts on microfilm and prepare transcripts when requested.
9. Handle locker assignments and student vehicle registration.

SECRETARIES SHALL:

1. Possess organizational, record-keeping, and communication skills.
2. Be self-directed.
3. Possess accounting skill.
4. Have office managerial ability.
5. Possess computer skills.
6. Type/word process a minimum of 60-70 WPM.

**SCHEDULE D**

**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

Hillman Community Schools

Distribution of Form

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

Submit to Supervisor in Duplicate

Date Filed \_\_\_\_\_

**LEVEL ONE**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Article/Section/Policy Violated: \_\_\_\_\_

2. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition of Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Disposition of Grievant and/or Union: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If additional space is needed in reporting Section B of Level 2, attach an additional sheet.

**LEVEL TWO**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Union: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL THREE**

A. Date Submitted to the Board: \_\_\_\_\_

B. Disposition of Board: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL FOUR**

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date

**HESPANMEA/MEA**

**Settlement**

**June 30, 2011**

**One Year Agreement: Expires August 31, 2012**

**ARTICLE 8: WORK YEAR**

8.1 The work year for Employees shall be as follows:

A. The work year for ~~Employees~~ **EACH CLASSIFICATION** shall be as follows:

- 1. Aide/Paraprofessionals Student attendance days + ~~5~~ **1** days
- 2. Food Service Personnel Student attendance days + ~~6~~ **2** days
- 3. Secretarial/Clerical Student attendance days + ~~36~~ **32** days
- 4. Transportation Student attendance days + ~~5~~ **1** days
- 5. Secretaries/Athletics Student attendance days + ~~9~~ **5** days

**The Employer will provide up to four (4) additional days of employee training and/or work days per year for each classification. Employee participation in training days will be optional; however, the Employer reserves the right to require individual employees to participate when the requirements of their positions necessitate the training offered.**

Wage: Freeze at 2010-11 wages.

Health Insurance:

Change plan to MESSA Choices II, \$200/\$400 deductible, \$10/\$20 Rx, \$5 office visit effective July 1, 2011.

Members receiving insurance will contribute 10% of the monthly insurance premium pretax through a Section 125 wage reduction plan.

FOR THE BOARD

FOR THE ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

452 W. Baldwin Street, Alpena, MI 49707  
989-356-4551 \* 1-800-587-5545  
FAX 989-354-6936



# Fax

To: Sharon Olson From: Deb Larson  
 Fax: 989-742-3376 Pages: 2, including cover  
 Phone: \_\_\_\_\_ Date: July 6, 2011  
 Re: HESPA settlement CC: \_\_\_\_\_

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

● Comments:

Note expiration of insurance implementation dates included. Must be dated June 30, 2011 as that was date of ratification by both parties. Call me @ number above if you have further questions. Jim Benson will come in and sign @ your convenience.

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