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Hillman Community School

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AGREEMENT

This Agreement is entered into this 19th day of June, 1995, 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 "Union").

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/Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of the bargaining unit members covered herein, there shall be the following categories:

- A. Full-time: A bargaining unit member who is employed at least thirty-five (35) hours per week.
- B. Part-time: A bargaining unit member who is employed less than thirty-five (35) hours per week.
- C. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trial period of sixty (60) days.
- D. School year bargaining unit members: Bargaining unit members employed to work at least one hundred eighty (180) days and whose employment follows the school year.
- E. Full-year bargaining unit members: Bargaining unit members who are employed to work on a twelve month basis.

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, Bargaining Unit Member, 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 bargaining unit member 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 bargaining unit member 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 not 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 bargaining unit members 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. The request for room usage must be made following the policy established for building or facility usage.

4.6 Discipline and Just Cause

No bargaining unit member 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 bargaining unit member 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 bargaining unit members 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 bargaining unit members.

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

A bargaining unit member 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 bargaining unit member 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 the bargaining unit member that are to be included in his/her personnel file shall identify the person bringing the complaint and be signed by the bargaining unit member prior to placement in his/her file. The affected bargaining unit member'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 bargaining unit member shall have the right to attach a statement of his/her position regarding the complaint.

4.13 Personnel Files

A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review.

4.14 Assault

Any case of job-related assault upon or involving an Employee shall be immediately reported to the Administration by the Employee. The Administration shall promptly render all reasonable assistance to the Employee in connection with handling of the incident by law enforcement and judicial authorities.

4.15 Sexual Harassment

- A. Sexual harassment against (or by) bargaining unit members 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 a bargaining unit member'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 bargaining unit member 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 bargaining unit member 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.

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 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 term and conditions of employment.

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants. 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 written board policy) alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

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.

6.2 Hearing Levels

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 or building principal 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 principal. Within five (5) days of the receipt of the grievance the principal 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 his designated agent 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 his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association, the supervisor or building principal in which the grievance arose and place a copy of same in a permanent file in his 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 in charge of drawing up the agenda for the Board'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 shall allow the employee or his 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 shall render its decision in writing. The Board 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 more than two weeks after the initial hearing.

Level Four: Effective 1994-96 only, 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 mediation. The mediation will be scheduled at a time that is mutually acceptable to the Association, the Employer and the mediator but every attempt will be made to schedule said meeting within fifteen (15) days of the request for mediation. The mediator shall be allowed to recommend alternatives to resolve the grievance, but such recommendations shall not be binding on either party. Grievances which are unresolved to the satisfaction of either party may be submitted to circuit court for resolution.

Formal Level Four: Effective 1996-97, 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.

6.3 Should an employee fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

6.4 **Miscellaneous:**

1. A grievance may be withdrawn at any step without prejudice.
2. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
3. The term days when used in this article shall mean "work days" Time limits may be extended by mutual written agreement of the parties.

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. (Note: Binding arbitration is not effective until the last year of this Agreement 1996-97.)

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 bargaining unit member 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 Bargaining Unit Members 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 pay will be issued until the day(s) are rescheduled.

7.4 Report to Work

Bargaining Unit Members 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 A. The work year for bargaining unit members shall be as follows:

- | | |
|---------------------------|----------|
| 1. Aide/Paraprofessionals | 181 days |
| 2. Food Service Personnel | 182 days |
| 3. Secretarial/Clerical | |
| a. Elementary Secretary | 197 days |
| b. Secondary Secretary | 212 days |
| 4. Transportation | 180 days |

B. The regular work week for all bargaining unit members 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 bargaining unit members, except bus drivers, shall receive a one-half (1/2) hour duty-free lunch period.

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

E. All bargaining unit members, 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. Bargaining unit members working overtime shall be entitled to an additional fifteen (15) minute paid break period for every four (4) hours worked.

ARTICLE 9

WORKING CONDITIONS

9.1 Unsafe Work

Bargaining Unit Members 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 Bargaining Unit Member shall be required to enter a building alone or to be left alone in a building except custodians on the weekend building checks.

9.2 Student Discipline

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. The Employer, or its designated representative, shall take reasonable steps to relieve the bargaining unit member of the responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members 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 a Bargaining Unit Member is required to dispense medication, the supervisor or administrator shall provide the bargaining unit member with specific written instructions regarding the dispensing of the medication.

9.4 Supervision

Each bargaining unit member 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 bargaining unit member's immediate supervisor. Each bargaining unit member shall receive written notification of his/her assigned supervisor.

9.5 Equipment

The Employer shall provide without cost to the bargaining unit member 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 bargaining unit member 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 Bargaining Unit Members may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The Employer shall notify Bargaining Unit Member of vacancies occurring during the summer months (June, July, August) by sending notice of same to each Bargaining Unit Member 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 bargaining unit member 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 bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period, the bargaining unit member shall be returned to his/her previous assignment or at the option of the affected bargaining unit member will be returned to his/her previous assignment.

10.6 Transfer Rights

Bargaining Unit Members 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 bargaining unit members are to be effected only for reasonable and just cause.

10.8 Temporary Assumption of Duties

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member for a period in excess of five (5) days will be paid the higher rate of pay for those duties. A bargaining unit member'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 District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

11.2 Probation

Probationary bargaining unit members 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 bargaining unit members shall be placed in one of the following classifications based on their current assignments:

- A. Paraprofessionals (teacher assistants)
- 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 bargaining unit members shall receive seniority rights as provided in this Agreement.

11.5 Seniority Lost

Seniority shall be lost by a bargaining unit member 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 bargaining unit member shall be laid off pursuant to a necessary reduction in work force unless bargaining unit members 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 bargaining unit members, then the least senioreed bargaining unit members within each job classification. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members within the job classification of the laid off bargaining unit member. Bargaining unit members 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 bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and Association, bargaining unit members 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 bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member'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 bargaining unit member might be laid off during the period of this Agreement.

Date _____ Signature _____
Bargaining Unit Member

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, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) workdays after written notice to the affected bargaining unit member(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 bargaining unit member shall be granted priority status on the Substitute List according to his/her seniority.

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 bargaining unit members 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 bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to notify Employer of acceptance of the recall. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member 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 bargaining unit members and to all new bargaining unit members 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

The basic compensation of each bargaining unit member shall be as set forth in Schedule A. There shall be no deviation from said compensation rates during the life of this Agreement except as may be mutually agreed on.

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 seniority list.

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.

ARTICLE 14

EVALUATIONS

14.1 Monitoring

Monitoring or observation of the work performance of a Bargaining Unit Member shall be conducted openly and with full knowledge of the member.

14.2 Observation

Bargaining Unit Member evaluation shall be by observation of the Bargaining Unit Member's work. Observations shall be for periods of time that accurately sample the Bargaining Unit Member's work. Probationary Bargaining Unit Members and bus drivers formal evaluation shall be preceded by not less than twenty-four (24) hours notice. Job performance evaluation shall be limited to the actual performance of job related duties as specified by the job description. Evaluations shall be by personal observation conducted by the Bargaining Unit Member's immediate supervisor or school administrator.

14.3 Written Evaluations

All evaluations shall be reduced to writing and a copy given to the Bargaining Unit Member within ten (10) days of the evaluation. If the Bargaining Unit Member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a Bargaining Unit Member is doing unacceptable work, the reasons therefore shall be set forth specific terms, as shall an identification of the specific ways in which the Bargaining Unit Member is to improve, and the assistance to be given by the Employer towards that improvement.

14.4 Evaluation Conferences

Following each formal evaluation, which shall include a conference with the evaluator, the Bargaining Unit Member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Bargaining Unit Member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A Bargaining Unit Member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the Bargaining Unit Member's personnel file.

At the completion of the probationary period, an evaluation of the Bargaining Unit Member's work shall be completed, following the procedures of this provision.

14.5 Termination

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

14.6 Conclusion

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

14.7 Form

Evaluation form to be developed jointly by the Association and the Board.

ARTICLE 15

VACATIONS

15.1 Vacation

Twelve (12) month employees shall receive paid vacation time. Said vacation time may be used by eligible Bargaining Unit Members at times of the member's choosing subject to the condition where more than one bargaining member 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 bargaining unit member 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, a bargaining unit member 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 bargaining unit member'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 6 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 they 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) bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each full year (12 month) bargaining unit member. 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 (depending on calendar)
- 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 bargaining unit member. 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 18

SICK LEAVE

18.1 Sick Leave

At the beginning of each work year, full year Bargaining Unit Members, custodial/maintenance) shall be credited with twelve (12) days for sick leave. School year Bargaining Unit Members (cooks, secretarial, paraprofessional, and bus drivers) shall be credited with ten (10) days of sick leave at the beginning of each work year. These days shall be accumulative to ninety (90) days. Any days accumulated over ninety (90) shall be paid at 1/2 daily rate at the end of each year. In order to qualify for such days, a Bargaining Unit Member must notify the appropriate administrator of his/her illness and subsequent absence prior to his/her absence. The Employer shall furnish each Bargaining Unit Member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said Bargaining Unit Member.

18.2 Employment Related Injury

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

18.3 Sick Day Usage

The sick leave days may be taken by a Bargaining Unit Member for the following reasons and subject to the following conditions:

- A. Personal Illness or Disability - The Bargaining Unit Member 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.
- B. Illness In the Immediate Family - The Bargaining Unit Member 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.

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

- a. Husband, wife, 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

18.4 Leave

A Bargaining Unit Member 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 Bargaining Unit Member.

ARTICLE 19

OTHER PAID LEAVES

19.1 Personal Business

At the beginning of every school year, each Bargaining Unit Member shall be credited two (2) days to be used for the Bargaining Unit Member's personal business. A Bargaining Unit Member planning to use a personal business day or days shall notify his/her supervisor at least one (1) day in advance.

19.2 Judicial Leave

Any Bargaining Unit Member 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.

19.3 Bereavement Leave

The Bargaining Unit Member 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.

ARTICLE 20

UNPAID LEAVES

20.1 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 bargaining unit members 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.

20.2 Return from Leave

A bargaining unit member 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 bargaining unit member shall notify the Employer of his/her intent to return to work.

20.3 Extensions

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

20.4 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 bargaining unit member 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.

20.5 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 21

AGENCY SHOP

21.1 Service Fee

In accordance with the terms of this Article, each bargaining unit member within 45 days of employment shall as a condition of employment, join the Association or pay a Service Fee to the Association.

21.2 Association Members

Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

21.3 Service Fee Payers

Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures.

21.4 Non-Payment of Dues or Service Fees

If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

21.5 Payroll Deduction

Upon written authorization, by a bargaining unit member, the employer will deduct the appropriate amount of dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association or its designee, no later than twenty (20) days following each deduction.

21.6 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 of action 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.

21.7 Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment of non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

ARTICLE 22

WAGES

22.1 Rates

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
<u>Para-Pro</u>	6.92	7.20	7.42	7.64	7.83
<u>Custodians</u>	8.79	9.14	9.41	9.69	9.93
	8.42	8.76	9.02	9.29	9.52
	8.37	8.70	8.96	9.23	9.46
<u>Cooks</u>					
1-3 years	6.50	6.76	6.96	7.17	7.35
4-10 years	7.18	7.47	7.69	7.92	8.12
11-15 years	7.44	7.74	7.97	8.21	8.42
16-20 years	7.59	7.89	8.13	8.37	8.58
21 plus years	7.75	8.06	8.30	8.55	8.76
<u>Secretaries</u>					
*High School	14,628	15,213	15,669	16,139	16,543
**Elementary	13,737	14,286	14,715	15,156	15,535
<u>Bus Drivers</u>					
Step 1	4,488	4,712	4,853	4,999	5,124
Step 2	4,593	4,823	4,968	5,117	5,245
Step 3	4,889	5,133	5,287	5,446	5,582
Step 4	5,120	5,376	5,537	5,703	5,846
Step 5	5,351	5,619	5,788	5,962	6,111
Step 6	5,479	5,751	5,923	6,101	6,254
Step 7	5,582	5,861	6,037	6,218	6,373
Step 8	5,637	5,919	6,097	6,280	6,437
Step 9	5,697	5,982	6,161	6,346	6,505
Step 10	5,755	6,043	6,224	6,411	6,571
Step 11	5,813	6,104	6,287	6,476	6,638
Step 12	5,871	6,165	6,350	6,541	6,705
Step 13	5,928	6,224	6,411	6,603	6,768

*Based on 212 days or 1,723 hours including holidays.

**Based on 197 days or 1,618 hours including holidays.

22.2 Payable Extras - Bus Drivers

- A. Extracurricular Trips - Portal to Portal - \$8.25/hr 1995-96; \$8.46/hr 1996-97. Special trips to Alpena, Atlanta, Posen and Johannesburg which require a driver to sacrifice his/her regular run shall be compensated for a rate to be no less than four (4) hours. If a trip is canceled, up to two (2) hours pay, at the discretion of the Superintendent, if the driver isn't notified of cancellation before reporting for assignment.
- B. Meal reimbursement (5:00 p.m. or after) \$7.00
- C. Meal reimbursement (overnight) actual cost upon presentation of receipt.
- D. Mileage differential (over 40 miles) \$2.00.
- E. Kindergarten runs: Equivalent to a minimum of \$17.51/trip 1995-96) and \$17.95/trip 1996-97, plus mileage differential.
- F. Admission to athletic events while driving bus (except tournament) free.
- G. Vocational Education run to Alpena Area vocational Center - \$8.76/hr 1995-96 and \$8.98/hr 1996-97.

ARTICLE 23

HEALTH INSURANCE

23.1 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 Bargaining Unit Member and his/her entire family and any other eligible dependents as defined by MESSA. Each eligible Bargaining Unit Member shall have the option of choosing the benefits of Plan A or the benefits of Plan B asset forth below.

Plan A for employees electing health insurance

Health	Super Care 1 (including \$5,000 Basic Term Life
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	\$15,000 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)

Plan 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

23.2 Bargaining Unit Members not opting for health insurance coverage through the District will be granted One Hundred Dollars (\$100.00) to be received as regular income or applied toward any MESSA variable options or any of the Board approved annuities. An open enrollment period shall be provided prior to each 12-month period of coverage.

23.3 Paraprofessionals/Aides and Cooks

The Employer shall contribute, to all full time paraprofessional/aides and cooks, Eighty-Five percent (85%) of the cost per month toward the purchase of MESSA Super Care I medical protection (single subscriber, self and spouse or full family) depending on the Bargaining Unit Member'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.

23.4 Option

Any full time Bargaining Unit Member who qualifies in Section 23.3, of this article, but who doesn't opt for the health insurance coverage will be granted Eighty-Five Dollars (\$85.00) to be received as regular income or applied toward any of the MESSA variable options or any of the Board approved annuities. An open enrollment period shall be provided prior to each 12-month period of coverage.

ARTICLE 24

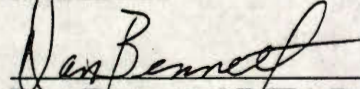
DURATION OF AGREEMENT

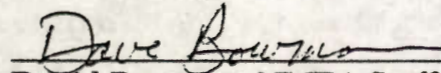
24.1 Effective Dates

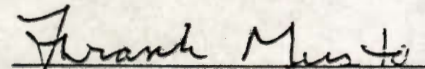
This Agreement is effective as of September 1, 1992 and shall continue in effect until the 31st day of August, 1997. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If an agreement on the renewal or modification of this contract is not reached prior to the expiration date, this Agreement shall expire unless it is extended for a specific period by mutual written agreement of the parties.

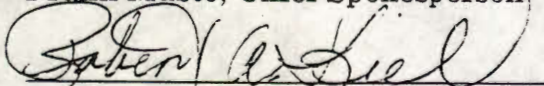
24.2 Signatures

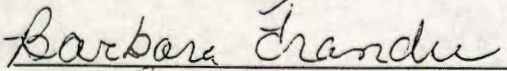
NORTHERN MICHIGAN
EDUCATION ASSOCIATION/
MEA/NEA



Dan Bennett, NMEA President

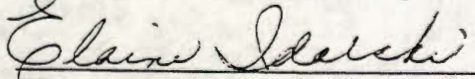

David Bowman, NMEA Staff Liaison

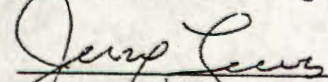

Frank Musto, Chief Spokesperson

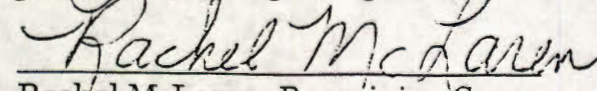

Robert A. Kiel, Bargaining Comm.


Barbara Erander, Bargaining Comm.

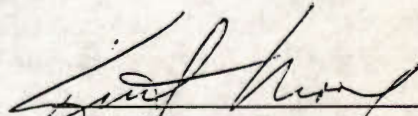

Daniel Fessler, Bargaining Comm.

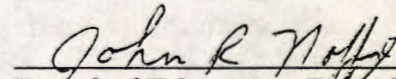

Elaine Idalski, Bargaining Comm.

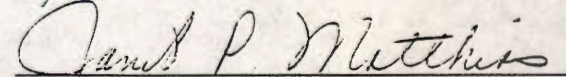

Jerry Lewis, Bargaining Comm.

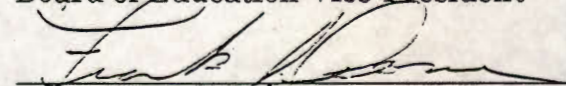

Rachel McLaren, Bargaining Comm.

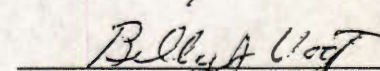
HILLMAN COMMUNITY SCHOOLS
BOARD OF EDUCATION

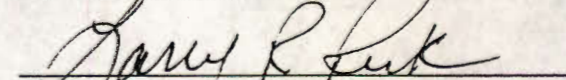

Keith Moore, Superintendent


Board of Education President


Board of Education Vice-President


Board of Education Trustee


Board of Education Trustee


Board of Education Trustee

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 (Leanna Stevens, Paula Barrie, Barbara Erander, Debbie Villeneuve, Anita Benac, and Vicki Rea) 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 23.3 and 23.4.

For the Northern Michigan Education Association

For the Hillman Community Schools

Frank Musto

[Signature]

Date: 6-19-95

Date: 6-20-95

SCHEDULE A

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

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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.

GENERAL TEACHER AIDES – PLAYGROUND

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. 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.

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 A.
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.

Maintenance & Custodial

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6. Responsible for the receiving, storing, and proper use of custodial supplies.
7. The Day Custodian in each building is to provide the immediate supervisor a report on the building needs, repairs, and equipment for the following summer and school year by April 15 of each year.

MAINTENANCE & 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.

Maintenance & Custodial

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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 give medication.
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 CTBS scores and student pictures in CA-60's.
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.

Secretaries

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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. Both secretaries are able to leave at 4:00 p.m. on Fridays.

ELEMENTARY DUTIES

1. Handle all student insurance.
2. Type all grade placement for the following year.
3. Handle all immunization records for Montmorrency 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. Complete Weekly Reader or similar type of publication order.
8. Type and mail all retention letters.
9. 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.

Secretaries

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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. Prepare (date and punch) lunch tickets each week for Jr./Sr. High students. Also type weekly lunch menus for the cooks and mail to media.
6. Prepare Jr./Sr. High school students sports eligibility lists and sports programs (rosters) for all home games.
7. Type all correspondence for the Athletic Director.
8. Direct student office aides on duties.
9. Recruit and keep record of hourly teacher subs when regular sub is not available.
10. Maintain past student transcripts on microfilm and prepare transcripts when requested.
11. 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.