

AGREEMENT
BETWEEN THE
HURON INTERMEDIATE SCHOOL DISTRICT
AND THE
HURON INTERMEDIATE SUPPORT STAFF - MESPA

JULY 1, 1996 - JUNE 30, 1999

Huron Intermediate School District

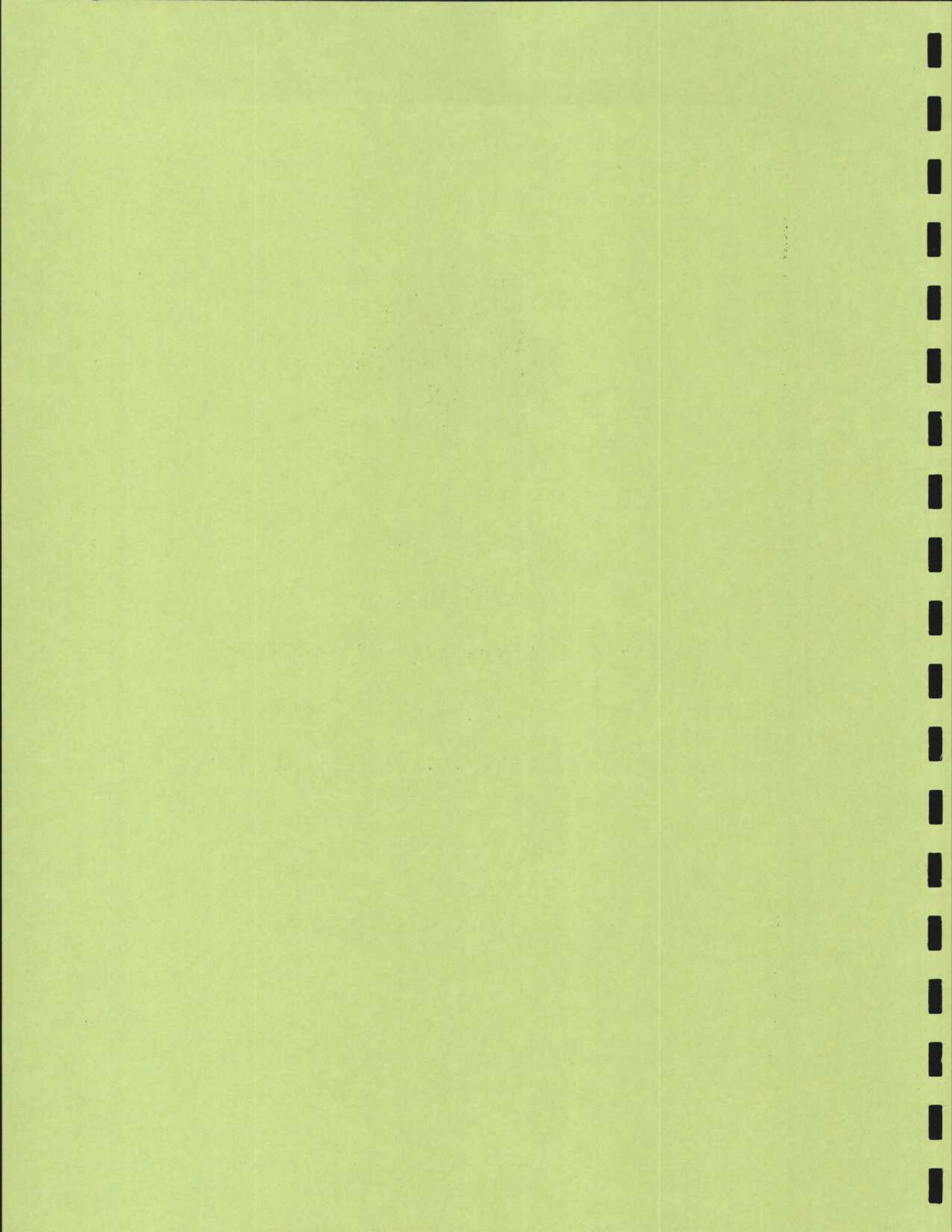


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MEMORANDUM

TO : [Illegible]

FROM : [Illegible]

SUBJECT: [Illegible]

[Illegible text follows, appearing to be a list or report of activities.]

[Illegible text, possibly a list of names or dates.]

AGREEMENT

This Agreement entered into August 26, 1996, between the Huron Intermediate School District (hereinafter referred to as the "Employer") and the Huron Intermediate Support Staff and MESPA (hereinafter referred to as the "Union").

ARTICLE I **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, rate of pay, wages, and hours of employment.

ARTICLE II **RECOGNITION - EMPLOYEES COVERED**

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

Included in the bargaining unit are all special education paraprofessionals, vocational education paraprofessionals, secretaries, printers, custodians, and maintenance engineers.

ARTICLE III **EMPLOYER RIGHTS**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except for those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.

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

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

ARTICLE IV
EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict any rights the employee may have under applicable state or federal law or constitution.
- B. Any case of assault upon a Bargaining Unit Member shall be promptly reported to the Board. The Board will provide the Bargaining Unit Member with legal counsel to advise the individual of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the Bargaining Unit Member in connection with handling of the incident by law enforcement and judicial authorities. Up to seven (7) days of time lost by a Bargaining Unit Member in connection with any incident mentioned in this Article shall not be charged against the Bargaining Unit member's sick bank even though the regular gross earnings shall be maintained.
- C. The Board shall reimburse Bargaining Unit Members for loss, damage, or destruction of clothing or personal property while on duty not to exceed one hundred fifty dollars (\$150) per year with the exception of food service and automotive mechanic paraprofessionals who will be provided with a one hundred ten dollar (\$110) per year uniform allowance and up to forty dollars (\$40) per year for damaged clothing.
- D. In the event a formal written complaint is made against any Bargaining Unit Member, the individual shall be given full information with respect thereto and with respect to an investigation conducted by the Board. The Employee may submit a brief explanation in the form of a notation regarding said complaint and the same shall be attached to the file copy and the material in question.
- E. An Employee shall be entitled, at the Employee's request, to have present a representative of the Bargaining Unit when being reprimanded or disciplined for any infraction of the rules or delinquency in professional performance. Whenever the possible discipline is more severe than a reprimand, such representative may, at the Employee's request, be a MESPA staff representative.
- F. The parties recognize the merits of progressive discipline. It is therefore agreed that progressive discipline shall be exercised and shall include, but not be limited to or necessarily be the order listed: verbal warning, written warning-reprimand, suspension with or without pay, and discharge.

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

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

ARTICLE V
UNION RIGHTS

- A. The Union and its representatives shall have the right to use the Board buildings at all reasonable hours for meetings which do not interfere with the functions of the regular program or previously scheduled activities. Such use will not occur between the hours of eight (8:00) a.m. and four (4:00) p.m. The buildings will be provided at no charge, and it is stipulated that required use permits will be filed with the appropriate building office in accordance with Board Policy.
- B. The Union shall be permitted to transact official Union business in Board buildings at all reasonable times, provided that it shall not interfere with normal operations. This shall not be construed to mean meeting times.
- C. The Board will provide space on existing bulletin boards in each building for the Union and its members for the purpose of posting Local MESPA vacancies, MEFSA information, meeting notices and copies of this Agreement. Also, the bulletin board in the kitchen at the Intermediate School District Office Building may be shared with the Union for the same purposes.
- D. The Union shall be permitted use of reproduction equipment when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use. This is for local Huron Intermediate Support Staff use only.
- E. The Union shall be granted a total of two (2) days per year without pay with which to conduct its Union business. Notification of the use of such day(s) shall be seventy-two (72) hours prior to use.
- F. The Board agrees to furnish to the Union in response to all reasonable requests all available public information and information necessary for the Union to process a grievance. The Union shall be responsible for research and computation of the above information.

ARTICLE VI
NO STRIKE CLAUSE

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

ARTICLE VII
FINANCIAL RESPONSIBILITY

- A. Any Bargaining Unit Member who is not a member of the Union in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by members of the Union; provided, however, that the Bargaining Unit member may authorize payroll deduction for such fee in the same manner as provided in Article VIII. In the event that a Bargaining Unit member shall not pay such service fee directly to the Union through authorized payroll deduction, as provided in this Agreement, the Board shall, at the request of the Union, terminate the employment of such Bargaining Unit Member. The parties expressly recognize that the failure of any Bargaining Unit Member to comply with the provisions of this Article is just and reasonable cause for discharge.
- B. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Union further agrees to indemnify the Board of any costs, damages or financial obligation of any kind which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
1. The damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents.
 2. The Union, after consultation with the Board, has the right to decide whether or not to appeal the decision to any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or other tribunal.

3. The Union has the right to choose the legal counsel to defend any suit or action.

ARTICLE VIII
PAYROLL DEDUCTION

- A. The Board shall deduct from the pay of each Bargaining Unit member from whom it receives authorization to do so the required amount for the payment of dues and service fees which will be forwarded to the treasurer of the Huron Intermediate Support Staff on a monthly basis. The deduction shall be bi-monthly between the months of September and June.
- B. The Board shall adjust payroll deductions, as soon as possible following notification by the Union of changes in dues or fees.
- C. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so and make appropriate remittances for annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Board and the Union.

ARTICLE IX
MEDICAL INFORMATION

As a condition of continued employment, all employees shall file with the office of the Superintendent of Schools, an official statement from a licensed physician or registered nurse which establishes freedom from communicable tuberculosis.

This statement must be filed as provided by law and must be received by the office of the Superintendent not earlier than June 30th and not later than one (1) week after the first workday of the employee at the start of each school year in which the test is required.

ARTICLE X
PROBATIONARY PERIOD

- A. All new employees shall serve a ninety (90) calendar day probationary period.
- B. All probationary employees will be evaluated at least two (2) times during the probationary period. The results of the evaluation will be shared with the employee within five (5) working days of the evaluation.

- C. A probationary employee cannot pursue a grievance involving his/her dismissal beyond the second step of the grievance procedure.

ARTICLE XI
SENIORITY

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

ARTICLE XII
WORKING HOURS

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

Secretaries	7 1/2 Hours
Custodial	8 Hours
Special Education Paraprofessionals	7 Hours
Vocational Education Paraprofessionals	6 Hours

Afternoon shift hours will be determined by the Administration.
- B. All full day employees shall receive two (2) fifteen (15) minute paid breaks - one (1) in the morning and one (1) in the afternoon. Each full day employee shall have a one-half (1/2) hour, non-board paid, lunch break as scheduled by the administration. A full day employee is an employee who is employed for a minimum of six (6) hours per day. Employees who work a minimum of three and one-half (3 1/2) hours per day shall receive one (1) fifteen (15) minute paid break period per day.
- C. Employees shall be paid for all hours beyond their normal work day during which they transport children.

D. The following shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week provided such overtime has been authorized by the Administration.
2. Compensatory time off may be given instead of overtime pay only if mutually agreeable to the Employer and employee. Such compensatory time shall be at time and one-half.
3. The foregoing overtime provisions shall not apply to travel and attendance at conferences if the employee has requested and been granted authorization to attend said conference.

E. For the purpose of this Agreement, "Act of God" days and mileage reimbursement shall be in conformance with the official board policy. It is understood and agreed the official board policy may be subject to change from time to time; however, no change in policy shall be applied to these employees unless it applies to all school employees, exclusive of executive and supervisory personnel. An employee shall be docked for time on an "Act of God" day when the employee did not report for work and in the judgment of the Superintendent, the employee was able to report. When the district is closed for teachers due to an "Act of God" day called by the Superintendent, employees do not have to report to work and will not be paid. Employees will be paid for "Act of God" days when they are made up.

Staff shall not report to work when Lakers, Harbor Beach, North Huron and Ugly School Districts are closed because of an "Act of God" day. If the law regarding "Act of God" days changes and Intermediate School Districts are covered by the new legislation, the parties agree to open this section for re-negotiation. Nine (9) month employees shall be allowed to use available sick leave benefits or personal business day benefits to replace lost wages for the first two (2) Act of God days.

Nine (9) month employees shall make up all Act of God days after the first two (2) and will be paid at the time the days are made up.

Nine (9) month employees shall be given the opportunity to substitute should the District decide to make up the first two (2) Act of God days.

Nine (9) month employees shall be allowed to use available sick leave benefits or personal business day benefits for wages lost when the District closes early because of an Act of God. Said usage shall be on a one (1) hour for one (1) hour basis.

Twelve (12) month employees shall be allowed to use available sick leave, personal

business leave, or vacation benefits to replace lost wages due to the first two (2) Act of God days.

Twelve (12) month employees shall be allowed to use available sick leave, personal business leave or vacation benefits to replace lost wages due to the District closing early because of an Act of God. Said usage shall be on a one (1) hour for one (1) hour basis.

- F. The Employer shall pay for the cost of a commercial driver's license or the renewal of a commercial driver's license required for the bargaining unit member to perform his/her job or position.
- G. Employees working in HISD constituent districts shall follow the work year calendar of the district in which he/she works.

ARTICLE XIII
WORKING CONDITIONS

- A. The Employer will train employees to do each task expected of him/her.
- B.
 - 1. Special Education Paraprofessionals shall be responsible for the day-to-day activity of special education students assigned to their program unit. Since the special education teacher may be supervising more than one paraprofessional, each with their own program unit, it is not always possible for the teacher to be physically present in the classroom with the paraprofessional. However, the paraprofessionals must work under the general supervision of special education instructional personnel. The special education teacher is responsible for the content of the instructional program including the writing of annual goals and performance objectives for each special education student, for periodically reviewing the activities that are conducted by the paraprofessional, and periodically evaluating the student's performance.
 - 2. Special Education Paraprofessionals shall also be responsible to reinforce curriculum and work experience delivered in community environments and vocational sites. While the supervising teacher remains responsible for content, reviewing of on-site activities, and student evaluation, they need not be present in the community environment and/or vocational site.
- C. Union members may be required to transport children to and from school in an intermediate owned vehicle.

- D. No employee shall be required to dispense or administer medication except in case of an emergency where no other trained professional is available.

ARTICLE XIV
TRANSFERS AND ASSIGNMENTS

- A. The Board reserves unto itself the right to transfer and assign employees. Upon request, however, the employee transferred or reassigned shall be entitled to a statement of the reasons which necessitated the transfer or reassignment.
- B. The District agrees to minimize involuntary transfer and assignments. In situations where an employee transfer or reassignment will work an undue hardship upon such employee, the Employer agrees to give due consideration to the desire of the employee.
- C. Custodians shall not be involuntarily transferred or assigned to a different shift unless a reduction in custodial workforce has occurred or a personnel conflict has arisen which could not be resolved by union/administration intervention. At that time, the least senior custodian shall be transferred unless voluntary transfers, agreed upon by all custodians impacted by said voluntary transfers, can be arranged.
 - 1. In the event of a short term absence, a custodian may be asked to work a different shift until a qualified sub can be obtained or trained. The least senior custodian shall be the person changed.

ARTICLE XV
VACANCIES, PROMOTIONS, JOB POSTINGS AND BIDDING PROCEDURES

- A. All jobs within the Bargaining Unit shall be considered open or vacant if the regular holder thereof has been discharged or has quit or has otherwise been separated from the payroll and such vacated or open position is to be filled on a permanent basis (longer than ninety (90) working days). A position shall not be required to be posted if the position is vacant because of a child care leave.
- B. All vacancies or newly-created positions within the Bargaining Unit shall be filled on the basis of qualification. All vacancies or newly-created positions will be posted for a minimum period of five (5) working days except in cases where a demonstrated need is indicated, the posting time can be shortened to one (1) day. Postings shall set forth the minimum requirements for the position and expiration date of the posting. Employees interested shall apply in writing within the five (5) or one (1) working days' posting period. During the summer months between school ending and school beginning, all vacancies shall be posted in all buildings

where employees are working. Any employee that wishes to receive notice of summertime postings must leave three (3) self-addressed, stamped envelopes with the Superintendent. Failure to mail postings may not be grieved beyond the Superintendent's level of the grievance procedure.

- C. The position vacated by a promoted employee shall not be construed to be a vacancy, shall not be subject to the posting requirements as herein provided, and further, may be filled within or outside the Bargaining Unit at the discretion of the Employer.

ARTICLE XVI LAYOFF AND RECALL

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

LAYOFF PROCEDURE

In order to promote an orderly reduction in personnel the following procedure will be used according to classification:

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

RECALL PROCEDURE

When the work force is increased after a layoff, seniority employees will be recalled on the basis of seniority (i.e.; the more senior employee on the seniority list within classification being recalled first), except where the senior employee lacks the necessary qualifications to perform the duties of the open position. Changes in work experience, education certification, etc., while on layoff shall not affect the employee's ranking on the layoff list for the purpose of recall during the layoff period. Notice of recall shall be sent to the employee at his/her last official address (as reflected in the Employer's records) by registered or certified mail. If an employee fails to report for work within five (5) work days of receipt of recall or seven (7) work days of mailing of notice of recall, whichever is earlier, or fails to notify the Employer of his/her intent to return on the date specified in the notice, he/she shall be considered as terminated. Employees on layoff shall retain their seniority for purposes of recall for a period of one (1) year. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

ARTICLE XVII

PERSONNEL FILES AND EMPLOYEE COMPETENCE

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

ARTICLE XVIII

JURY DUTY

An employee who is called for jury duty or subpoenaed to give testimony before any legal, judicial or administrative tribunal, shall be compensated for the difference between their normal salary and the monies which they receive for the performance of such duty (less

reimbursed expenses and travel allowance). The terms of this provision shall not apply in those situations in which the employee is a party to the action.

ARTICLE XIX
SICK LEAVE

- A. Employees covered by this Agreement shall be entitled to sick leave which shall be earned at the rate of one (1) day per month of service to the District for 1996-97 accumulative to a maximum of fifty-five (55) days, for 1997-98 accumulative to a maximum of sixty (60) days, and for 1998-99 accumulative to a maximum of sixty-five (65) days.
- B. Employees shall be permitted to utilize sick leave for personal or family illness which renders them incapable of performing their assigned duties. Employees shall report for duty on the first date which immediately follows the date of illness.
- C. An employee who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the employee would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of the injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.
- D. The Superintendent may require a doctor's statement for absence exceeding two (2) days duration.
- E. In the event a sick day is being used - notification of the Superintendent or his/her designee by 7:30 a.m., or for evening or afternoon people by 12 noon, is necessary.
- F. One (1) day per year not chargeable to sick leave and one (1) additional day taken from the sick leave accumulation may be used as personal days. Personal days are for business which can not be conducted outside the normal work day. An employee planning to use a personal business day or days shall make the request to

his/her supervisor at least seventy-two (72) hours in advance except in an emergency, which will be subject to the Superintendent's final approval. Unused personal business days shall accumulate as sick leave.

- G. When sick leave benefits described above are used for childbirth, the staff person will file a written notice from her physician stating when she should begin her leave of absence and when she will be able to return to work after childbirth.

ARTICLE XX
UNPAID LEAVES OF ABSENCE

- A. Employees, upon written request, may be granted unpaid leaves of absence for the following purposes: military, professional, personal, or study.
- B. Employees, upon written request for documentation of need, shall be granted unpaid leaves for childbearing, child care, and physical or mental disabilities.
- C. Employees making such request shall set forth the following minimal information:
1. Name, date, applicant's signature.
 2. Nature of the request.
 3. Reason(s) for request and any additional information that could bear on the merits of the requested leave.
 4. Date applicant desires to commence and terminate the unpaid leave of absence.
- D. Unpaid leaves of absence shall be without pay, fringe benefits, advancement on the salary schedule and shall not exceed a period of one (1) calendar year, unless expressly extended by the Board. Any and all benefits accrued prior to such leave shall be held in escrow until said employee returns from leave.
- E. Employees returning from unpaid leave will be placed in his/her former position if available.
- F. Employees must give a minimum of thirty (30) calendar days notification of date of returning.

ARTICLE XXI
DEATH IN THE IMMEDIATE FAMILY

- A. In the event of death in the immediate family (parents, grandparents, parents-in-law, spouse, children, brother, sister) the employee shall be granted up to a three

(3) day leave of absence with pay. The above also applies to other relatives living in the household.

- B. In the event of death of a sister in-law or brother-in-law, aunts or uncles, or spouse's grandparents, not covered above, the employee shall be granted one (1) day of leave with pay.
- C. At the discretion of the Superintendent and the request of the employee, the above leaves may be extended.

ARTICLE XXII
VACATIONS

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

After one (1) year of employment	1 week
After two (2) years of employment	2 weeks
After five (5) years of employment	3 weeks
After ten (10) years of employment	4 weeks

- B. Vacation leave shall be requested at least two (2) weeks in advance to the Superintendent and will be subject to approval.
- C. Vacation leave is non-accumulative from year to year.
- D. To be eligible for a vacation, an employee must have worked eighty percent (80%) of his/her regularly scheduled working hours.

ARTICLE XXIII
HOLIDAYS

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

Labor Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Christmas	New Year's Day
4th of July (for those employees who work in the summer)	

ARTICLE XXIV
GRIEVANCE PROCEDURE

- A. A claim by a Bargaining Unit member, or the Union, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a Bargaining Unit Member believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the Union Representative. The grievance shall be filed within ten (10) working days of the violation, misinterpretation or misapplication.
- C. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member shall reduce the grievance to writing and proceed within five (5) days of said discussion to the next level. If the grievance involves more than one (1) work location, it may be filed with the Superintendent or his/her designee.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- E. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the Bargaining Unit Member in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, his/her disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- F. If the Bargaining Unit Member is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from the date of filing, the grievance shall be transmitted to the Superintendent, or his/her designee within five (5) working days of these time periods. Within five (5) working days, the Superintendent or his/her designee, shall meet with the Bargaining Unit member on the grievance and shall indicate, in writing, his/her disposition within the five (5) working days of such meeting, and shall furnish a copy thereof to the Union.

- G. If the Bargaining Unit Member is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or twenty (20) working days from date of filing, the grievance shall be transmitted to the Board of Education within five (5) working days of these time periods. Within five (5) working days, the Board of Education shall hold a hearing on the grievance and shall indicate, in writing, its disposition within five (5) working days of such hearing, and shall furnish a copy thereof to the Union.
- H. If the Union is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted within ten (10) days, to arbitration. If the parties cannot agree as to the arbitrator, within five (5) working days from the notification that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- I. The fees and expenses of the arbitrator shall be paid by the loser.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.
- L. Bargaining Unit Members, who must be involved in the grievance procedure during the work day, shall be excused with pay for that purpose up to a maximum of two (2) workdays.
- M. If a grievance arises from the action of an authority higher than the immediate supervisor of the Bargaining Unit Member, the Union may present such grievance at the appropriate step of the grievance procedure.

**ARTICLE XXV
COMPENSATION**

- A. When hiring a new employee, the Board may evaluate on the basis of experience and abilities and may pay a higher hourly rate than stated herein.
- B. Employees must have worked fifty percent (50%) of the scheduled hours and will be on the school district's payroll by April 1st to receive the subsequent July 1st increase.
- C. The wage schedule for all employees shall be:

1996-97
2.1%

Years of Service	Clerical	Parapro Special Ed	Parapro Vocational	Custodian
1, 2, 3	8.25	8.18	8.18	8.14
4, 5, 6	8.95	9.37	9.37	10.51
7, 8, 9	9.76	10.56	10.56	11.64
10, 11, 12	10.70	11.73	11.73	12.11
13+	11.49	12.92	12.92	12.71

1997-98

The salary schedule shall be improved by the same percentage as the HISD EA salary schedule.

In addition to the percent of improvement, each step of the clerical classification will receive \$.30/hour.

1998-99

The salary schedule shall be improved by the same percentage as the HISD EA salary schedule.

In addition to the percent of improvement, each step of the clerical classification will receive \$.30/hour.

- D. Employees holding an Associates Degree or four year college degree in a field related to his/her position shall be eligible for an additional forty (40) cents per hour upon approval of the Superintendent.
- E. All employees shall have the option of having their wages pro-rated over twenty-six (26) pays.

VOCATIONAL EDUCATION SUBSTITUTE

- A. Vocational education paraprofessionals who are asked to substitute for the teacher shall receive their hourly rate or teacher substitute pay, whichever is greater.
- B. The Employer shall pay the annual authorization fee as required by the State of Michigan for Vocational Paraprofessionals.

ARTICLE XXVI
DISTRIBUTION OF AGREEMENT

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

ARTICLE XXVII
HEALTH INSURANCE

- A. The Board agrees to pay the monthly premium for SET Comprehensive Health Care for the policy presently held by the Board of Education.
- B. Every employee in the bargaining unit is eligible for the above-mentioned protection provided that the employee is not covered by other group medical coverage through the Employer of his/her spouse.
- C. The sole authority for the selection of the insurance carrier of the plan shall be with the Board. The Board may change insurance carriers at any time provided the benefits (i.e.; hospital, surgical, etc.) afforded hereby shall not be diminished from the SET Comprehensive Health Care Policy presently held.
- D. Employees who work nine (9) months or more will receive twelve (12) months of the above insurance benefits which shall be prorated according to the number of hours worked by the employee. Full benefits shall be based on employees who work thirty (30) hours per week.
- E. The Board agrees to pay one hundred percent (100%) of the cost of the premium for a basic dental plan for each employee who applies.
- F. The Board agrees to pay the monthly premium for vision coverage equivalent to VSP 3.
- G. The Board's continued liability for insurance benefits for employees injured on the

job who are collecting Worker's Compensation shall be limited to eighteen (18) months of coverage from the first of the month in which the injury occurred.

H. The Board agrees to pay the monthly premium for SET LTD coverage as follows:

LTD 66 2/3%
\$2,500 monthly max
Freeze on offsets
Alcohol/drug same as any other illness
Mental/nervous same as any other illness
COLA
90 calendar days modified fill

ARTICLE XXVIII **GENERAL PROVISIONS**

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

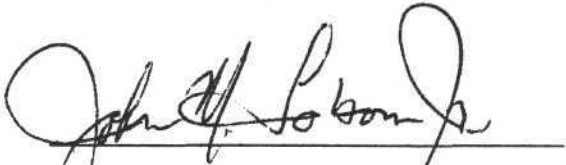
ARTICLE XXIX **EMPLOYEE EVALUATION**

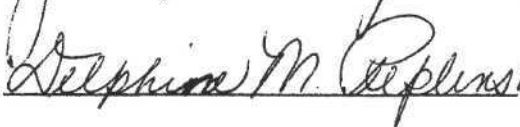
- A. Any formal observation of a staff person shall be conducted openly and with full knowledge of the employee.
- B. Informal observation which is related to an employee's work abilities and/or job performance may be included in the evaluation.
- C. A staff person will be given the opportunity to review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

ARTICLE XXX
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1996, and shall continue in effect through June 30, 1999. Negotiations between the parties shall begin sixty (60) days prior to the Agreement expiration date. If, pursuant to such negotiations, and agreement of the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.


FOR THE UNION

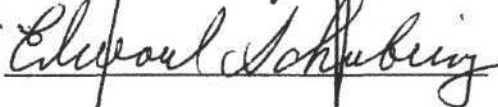





Delphine M. Cepinski

FOR THE HURON INTERMEDIATE
BOARD OF EDUCATION





Edward Schubring


Diane C. Warack

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