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6/30/98

MASTER AGREEMENT  
BETWEEN  
THE HANCOCK PUBLIC SCHOOLS  
AND  
THE HANCOCK EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
1996-1998

*Hancock Public Schools*

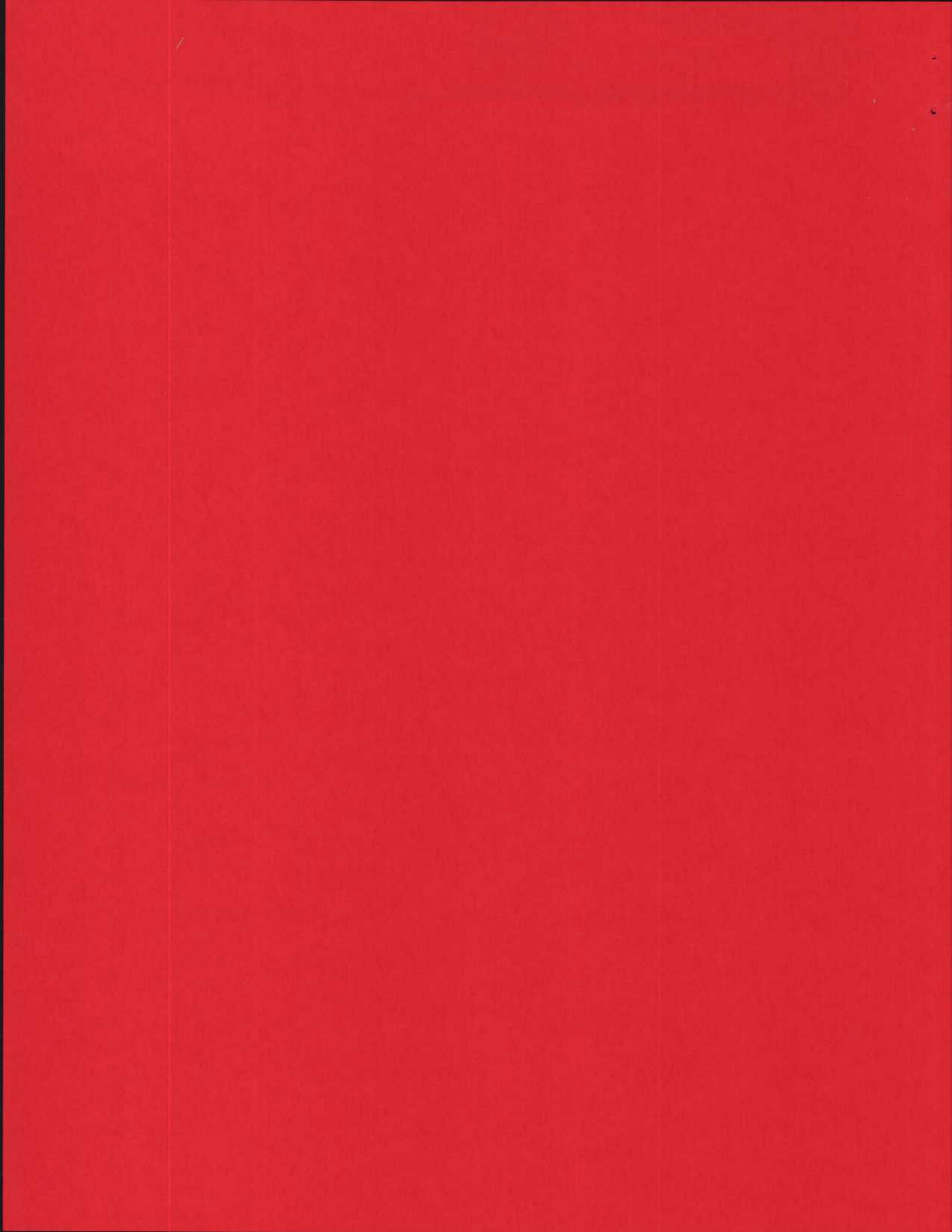


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## AGREEMENT

This Agreement is entered into, for the term provided in the Duration Article, by and between the Hancock Public Schools Board of Education, hereinafter called the "Board", the "Employer" or the "District" and the Hancock Educational Support Personnel Association, hereinafter called HESPA or "the Union" .

### ARTICLE I

#### RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent as defined in Section II of Act 336, Public Acts of 1947, as amended, for all employees who are within the appropriate bargaining unit described and defined as:

Included: All non-teaching employees.

Excluded: Confidential employees and supervisors as defined in the Act.

B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit and references to one gender shall include the other.

### ARTICLE II

#### DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. The Board 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 right and past practice 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, determine the size of the work force and to lay off employees.

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 process of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

7. Determine the placement of operations, services, maintenance or distribution of work, and the source of materials and supplies.

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

9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

### ARTICLE III

#### UNION RIGHTS AND SECURITY

##### A. Special Conferences

Special conferences for important matters will be arranged between the Union President and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two representatives of

the Union and two representatives of the Employer. Special conferences shall be arranged at a time mutually agreeable to both parties.

B. Bulletin Boards and School Mails

The Union shall be provided with a bulletin board in each facility where Union employees are working and for the exclusive purpose of posting Union materials. The Union shall also have the right to use the interschool mails to distribute Union material.

C. Use of Facilities and Equipment

The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. Requests for the use of facilities and equipment are subject to the approval of the Superintendent. The Union shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for any damage incurred through such use.

D. State and National Union Representatives

Duly authorized representatives of the State and National levels of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations.

E. Union Representation

Employees shall be represented by Union Stewards, or in the absence of the regular Steward, by an Alternate Steward. Both Stewards and Alternate Stewards shall be regular employees of the bargaining unit. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment. The stewards, during working hours, without loss of time or pay, may investigate and present grievances to the Employer provided that it is so urgent that it cannot be done outside of working hours. The Employer shall not suffer loss of the employee's time under this provision.

F. The Employer agrees to furnish to the Union, in response to written requests, all available information as required by law in the form available in district records.



## G. Payroll Deduction

1. Employees covered by this agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues uniformly required by members of the exclusive bargaining representative. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues uniformly required for membership for the duration of this agreement, commencing the 61st day following the beginning of their employment in the unit.

2. Where so authorized and directed by an employee in writing on a mutually agreed upon form, the Board agrees to deduct from the wages of the employee the uniformly required membership dues. Such authorization shall remain in full force and effect during the period of this contract unless formally revoked by the employee and the Union in writing. The revocation notice must be given both to the Board and the Union. If a bargaining unit member does not pay the required dues or service fee directly to the Association, or authorize payment through payroll deduction, at the written request of the Association the Employer shall [pursuant to MCLA 408.477; MSA 17.277(7)] deduct the service fee from the bargaining unit member's wages and remit same to the Association. The Employer shall deduct from the wages/salary of the employee and make appropriate remittances for voluntary contributions to NEA-PAC, MEA-PAC, annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Employer.

3. The authorized deduction of dues and service fees may be made from a regular paycheck each month. The Employer agrees to promptly remit to the Union all monies so deducted accompanied by an alphabetical list of employees from whom deductions have been made. In cases when a deduction is made that duplicates a payment that an employee has already made to the Union, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Employer.

4. The Union agrees to indemnify and hold the Employer, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including but not limited to all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article.

H. Association Days. At the beginning of every school year the Association will be credited with eight (8) days to be used by bargaining unit members who are officers or agents of the Association for the purpose of participating in position related meetings of the Association; such use to be at the discretion of the Association. (For example, if one member is excused for a day, one day is charged; if two members are excused for one day, two days are charged, etc.) The Association agrees to notify the District no less than 48 hours prior to the date for intended use of said leave. If a substitute is hired for the employee, the Association agrees to pay the cost for such substitute.

#### ARTICLE IV

##### EMPLOYEE RIGHTS AND PROTECTION

###### A. Discipline

1. The Employer may establish and amend reasonable work rules, including rules concerning substance abuse/testing, and penalties for violation of such rules. The principles of progressive discipline will normally be followed. No employee shall be disciplined including warnings, reprimands, suspensions or discharges, without just cause, except that probationary employees shall be excluded from the provisions of this article. Such discipline shall be subject to the grievance procedure hereinafter set forth.

2. (a) An employee shall be entitled to have present a representative of the Union during any meeting which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Union is present.

(b) Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

(c) In the event that disciplinary action must be taken immediately, the Employer agrees to submit a full written account of the incident leading to discipline within five (5) working days of such incident. Should the Union consider any disciplinary action taken against an employee improper or without justification, the matter may be referred to the grievance procedure.

###### B. Files and Records

1. An employee will have the right to review the contents of all records as required by law, excluding initial



references, of the District pertaining to said employee originating after initial employment and to have a representative of the Union accompany him/her in such review.

2. No material, including but not limited to, records regarding employee performance and student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. Such notation shall be understood to indicate awareness of the material.

C. Alcoholism and Drug Abuse

The Union and the Board jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement. The Employer agrees that any employee with an alcohol or drug abuse problem who requests diagnosis or treatment, and is successfully completing or has successfully completed such Michigan licensed program of treatment will not jeopardize his/her job rights or job security, and that any alcohol or drug related problems will be handled in a confidential manner. All reports of actual or alleged alcohol use or drug abuse shall be promptly reported to the respective employee and to the Copper Country Education Association Uniserv Director.

ARTICLE V

GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms of this agreement.

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

1. The termination of services of any probationary employee.

2. Any matter for which there is recourse under State or Federal statutes.

B. Written grievances as required herein shall be filed on the form in Appendix C.

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

C. Hearing Levels

Informal Level: When a cause for complaint occurs, the affected employee shall request a meeting with his/her immediate supervisor within five (5) days from the date of the alleged occurrence of the event upon which the complaint is based in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

Formal Level 1: If a complaint is not resolved in a conference between the affected employee and his/her immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within five (5) days of the meeting with the supervisor and the employee. A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Union.

Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Union and the grievant.

Level 3: (a) If no decision is rendered within five (5) days of the discussion, or if the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

(b) Upon proper application as specified in Level 2, the Board shall allow the employee or his Union representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision

in writing. The Board may hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with the express written consent of the Union, shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing.

Level 4: If the grievance is not resolved to Union's satisfaction, the Union may appeal the grievance to the American Arbitration Association in accord with its rules within ten (10) days of the Board's disposition of said grievance. No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Union in writing. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The fees and expenses of the Arbitrator shall be shared equally by the parties. The decision of the Arbitrator shall be final and binding.

D. General Conditions

1. The term "days" when used in this Article shall mean work days. Time limits provided in this article shall be strictly observed but may be extended by mutual written agreement.

2. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.

E. For the purpose of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

ARTICLE VI

WORKING CONDITIONS

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

B. The Employer shall reimburse the Employee for the loss, damage, or destruction of personal property which was authorized to be used on school premises when the loss, damage or

destruction is the direct result of the Employer's negligence up to a cost of \$100 of the fair market value of said property. Automobiles or personal property covered by employee's insurance are excluded from this provision.

C. Rest rooms and coffee rooms will be maintained by the Employer for use of unit employees.

D. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the employee of responsibility in respect to students who are disruptive or repeatedly violate rules and regulations.

E. No employee shall be required to dispense or administer medication, over-the-counter or prescription, without proper written direction from the Administration; no untrained employee shall be required to perform specialized procedures.

F. Should there be a significant increase in the work load for an employee such that the employee believes they cannot reasonably complete such work in a timely manner they may so notify their supervisor; upon such notification the supervisor will discuss the job requirements with the employee and prioritize duties to be performed.

## ARTICLE VII

### WORK YEAR, WORK WEEK, WORK DAY

A. The normal work year for school term employees shall be based on the school calendar. The normal work year for all other employees shall be twelve (12) months.

B. The normal work week for all employees is Monday through Friday.

C. The minimum call-in pay for emergency situations shall be four (4) straight time hours.

#### D. Equalization of Overtime

1. Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.

2. Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours.



3. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (four (4) hour straight time minimum).

4. Overtime hours will be computed from July 1 through June 30 each year.

E. Inclement Weather

1. It is agreed that if all other employees of the Hancock School System are required to report for work, when students are not in attendance because of weather conditions, etc., that the bargaining unit employees will also report for work. If all other employees are required to make up the day that school was closed for student instruction, the employees covered under this agreement will report for work as usual. However, if conditions are such that an employee is delayed or reports late, he/she will report the condition to their immediate supervisor and receive permission to report late. The work day will be adjusted to be similar to the work day time schedule allowed during the summer maintenance period. Arrangements shall be made with the employee's supervisor to provide necessary coverage for the work assignment involved or to work an abbreviated shift due to weather conditions preventing the employee from reporting on time or remaining to work through the regular time schedule without loss of wages for such time involved.

2. If school is closed due to inclement weather, if such days are not made-up, and if the employee is not required to work such day, the employee will nonetheless be paid that day, at their normal rate for the hours scheduled that day, not to exceed two such days per school year. If the employee does not work such days and is not entitled to pay, the employee may elect to use compensation time or vacation time for which he/she qualifies to cover any such period of a work day lost due to inclement weather with arrangements for same requested and approved by the superintendent of schools or his designee.

3. Food service employees required to report for work on days interrupted by inclement weather (students not in attendance) to make appropriate adjustments in menus and/or proper handling of food stuffs to prevent spoilage will be compensated for hours worked with minimum work period of four (4) hours per employee guaranteed. The supervisor of the program shall be responsible for scheduling the call out period and staff involved.



4. Rotation of staff members on days of such occurrences shall be made as is feasible and necessary to meet the above stated needs.

F. Working Hours

1. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

2. The normal work day shall consist of eight (8) hours per day with the understanding that certain classifications and positions are hired for less than eight hours per day.

3. The day shift shall receive a duty free unpaid one hour lunch break. The afternoon shift shall receive a duty free unpaid one-half hour lunch break.

4. Employees shall be entitled to two 15-minute break periods, one to be taken in the first half and one in the second half of their regularly scheduled shift. Specific times of breaks shall be arranged with the employees' immediate supervisor.

5. During the summer, the work day shall consist of eight (8) hours per day with a thirty (30) minute paid lunch period and one (1) 15-minute break.

G. School year employees who are qualified will be offered first opportunity for summer employment, if work is available. The employee has the right of refusal but such refusal does not preclude such opportunity being offered again when work is available. Refusal of summer work in any given year will be interpreted as refusal for the entire summer break period.

H. The Employer may use students and other workers whose wages are paid in full or in part by an agency of the federal government or the State of Michigan. These employees will not be covered by the terms of this Agreement unless enabling legislation gives them rights and benefits of regular employees. Furthermore, these employees are not to be used to perform work which is regularly performed by members of the bargaining unit except on a supplemental basis, and use of such workers will not be used to reduce the work hours of bargaining unit members, nor to displace such members.

ARTICLE VIII

EMPLOYMENT STATUS DEFINED

A. The Employer and the Union recognize two (2) general categories of employees.

1. Twelve-month employees:

- a. Full-time: Employees working thirty-five (35) or more hours per week.
- b. Part-time: Employees working more than twenty (20) but less than thirty-five (35) hours per week.

2. School Year employees: Employees working in excess of twenty (20) hours per week during the school year.

B. Probationary: An employee who is employed to fill a full or part-time position for a trial period of sixty (60) days worked during the school year.

C. Substitute: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the probationary period as above defined.

ARTICLE IX

WORK DUTIES AND COMPENSATION

A. The basic compensation of each employee shall be as set forth in Appendix "B".

B. TIME AND ONE-HALF

Time and one-half will be paid as follows:

- 1. For all hours over eight (8) in one day.
- 2. For hours in excess of forty (40) hours per week.
- 3. Letter of understanding on weekend security.

4. If compensation time is requested in lieu of overtime, the employee shall be compensated at 1 1/2 hours for each hour worked.

C. An employee substituting in a position that has a higher rate of pay will qualify for that rate of pay if the period worked is not less than the full shift and the employee assumes the full duties and responsibilities related to the position involved. The determination for the substitution and rate of pay qualification will be made by the program's supervisor. The higher rate of pay will be provided for each day or series of days that the employee is assigned to that position. Supervisory fees are not included in the rate of pay as they cover duties and responsibilities in addition to the regular work assignment of a classification.

## ARTICLE X

### SENIORITY

A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.

B. Part-time employees shall accrue seniority on a monthly basis from date of initial employment. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

C. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the District. The second shall reflect his/her most recent date of district employment in one of its classification groupings. For purposes of this provision, all employees shall be placed in one of the following classification groupings based on their current assignment:

1. Maintenance/Mechanic/Custodian/Driver
2. Food Service
3. Secretary
4. Aide
5. Nurse

D. The Employer and the Union 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) days after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter.

E. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Employer may be employed at other work on a vacant position that is operating by the Employer and which he/she is qualified for without regard to any seniority provisions in this Agreement.

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

#### ARTICLE XI

##### REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to economic needs of the District, or decrease of work.

B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least seven (7) days prior to the effective date of the layoff.

C. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, then the least senior employees, within the affected classification, provided there are more senior employees qualified to do the remaining work. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position.

D. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by a less senior employee.

E. In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority than the employee he/she seeks to replace. Notice of a reduction in hours shall be provided ten (10) days prior to the effective date of such reduction.

F. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer, subject to the underwriter's rules and regulations.

G. Employees shall be recalled in inverse order to layoffs according to their district seniority to any position for which they are qualified. Any employee who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification.

H. Notices of recall shall be sent by certified or registered mail to the last known address as shown in the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her recall rights.

I. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

## ARTICLE XII

### EARLY RETIREMENT INCENTIVE

The Board of Education will provide the following benefits to those retiring at an earlier age and according to the criteria specified below:

1. The Board will pay a stipend of \$2,000 the first year the employee becomes eligible for early retirement and elects to retire.

In order to be eligible for the Early Retirement Incentive the employee must have worked ten (10) years in the Hancock Public School System and has:



1. Reached the age of 60.
2. Reached the age of 55 and has 30 years of credit.
3. Reached the age of 55, is still working, and has accumulated 15 or more years, of which the last five (5) consecutive years are immediately preceding the members retirement allowance effective date.
4. Qualified for early retirement under the laws of the State of Michigan.

The following criteria shall be used to adjust payment for those working less than full-time.

1. Twenty-five (25) hours or more per week shall be considered full-time for this benefit.
2. If an employee works less than 25 hours/week, the average hours per week worked during the last five years of employment shall be determined. The factor calculated from the ratio of hours worked to full-time (25 hours) will be applied to the maximum payment to arrive at the partial payment amount allowed.

#### ARTICLE XIII

##### VACANCIES, TRANSFERS, AND PROMOTIONS

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

B. All vacancies shall be posted in a conspicuous place in each building owned by the District for a period of seven (7) working days. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements

Interested employees may apply in writing listing their qualifications to the Superintendent or designee within the seven (7) day posting period.

C. Vacancies shall be filled based on qualifications, ability and seniority. Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no qualified employee from the affected classification apply, the vacancy shall then be filled with the most senior qualified applicant from other classifications within the same classification grouping. Should no qualified employee from the affected classification grouping apply, and should the qualifications and abilities of applicants be relatively equal, the vacancy shall be filled with the most senior qualified applicant from such other classification groupings, using date of hire rather than classification grouping seniority. In the event that no qualified employee applies, the position may be filled from outside the bargaining unit.

D. Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing.

E. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the employee promoted or transferred reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment. Any employee requesting such a transfer and then requesting to be returned to their previous assignment during the trial period may forfeit his or her option to bid again on vacancies for a period not to exceed six (6) months.

F. Employees shall not be placed on a lower step on the salary schedule or wage scale due to involuntary and temporary transfers of less than two weeks.

G. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.

H. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties. An employee's pay rate shall not be reduced by any involuntary temporary change in duties.

## ARTICLE XIV

### SICK AND PAID LEAVES

#### A. Sick Leave and Personal Leave

Employees covered by this Agreement shall be entitled to sick and injury leave with pay and benefits to a total of twelve (12) days per year to accumulate at a rate of one (1) day per month worked with a maximum accumulation of one hundred eighty (180) days. Sick leave days may be taken by an employee for the following reasons subject to the following conditions:

1. Personal illness or disability - the employee may use all or any portion of his/her leave to recover from his/her own illness or disability, or illness of the employee's child (if dependent upon the employee for support and living under the same roof), necessitating the employee's presence.

2. Each employee will have on reserve two (2) personal business days which may be used for any purposes by the employee. Request for such days must be made to the Superintendent at least twenty-four (24) hours in advance. These days are non-accumulative. If neither of such days is used, one day will be added to sick leave; if one day is used there will be no addition and no deduction; if both days are used one day will be deducted from accumulated sick leave. Additional days may be granted at the discretion of the Superintendent, such days to be deducted from accumulated sick leave.

#### B. Jury Duty

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

#### C. Member Self-Improvement

A Union member who is asked to complete a course of study related to his/her responsibilities shall receive full reimbursement unless it is part of the job description as a requirement of employment. They must receive a passing grade to be eligible for such reimbursement.

#### D. Funeral Leave

An employee shall be allowed five (5) days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or a

member of the employee's household. An employee selected to be a pallbearer for a deceased employee will be allowed funeral leave with pay, not to be deducted from sick leave. The local unit chairman, or his representative, shall be allowed funeral leave in the event of a death of a member of the Union who is a member of the unit, for the exclusive purpose of attending the funeral. Additional days may be granted at the discretion of the Superintendent. Such days shall be deducted from accumulated sick leave.

E. Compensable Injuries

Any employee who is absent due to an injury compensable under Michigan Workers' Compensation Law will be paid the difference between the benefits received under the Michigan Workers' Compensation Law and their regular weekly straight time earnings. Such difference will be deducted from the employee's accumulated sick leave on a pro rata basis until their sick leave accumulation is exhausted. When sick leave is exhausted, the employee shall receive only that amount which is paid directly under the provisions of the Michigan Workers' Compensation Law.

F. Severance Payment

An employee, upon retirement from the Hancock Public Schools and under provisions of the Michigan Public School Employees' Retirement System, will qualify for payment for 50% of a maximum of 160 days of accumulated sick leave at the time of retirement and at the rate of \$30 per day. A written application requesting payment for the severance allowance shall be made by the employee and sent to the District's business office for appropriate processing and action during the final month of service in the district.

G. Compensatory Time

Compensatory time earned and approved will be recorded in an account listed in the name of the employee involved. The use of this time shall be permitted similar to vacation time and/or personal leave days. Request to use must be made in writing and approval given prior to the actual use.

H. Sick Leave Bank

1. A sick leave bank will be established by bargaining unit members from their own accumulation of unused sick days. Additional days will not be added to the pool so long as the accumulation equals at least twice the number of members in the bargaining unit. The pool shall be created by one day per year per bargaining unit member contribution to the bank until each employee has contributed a total of two sick days. Should the accumulation be less than twice the number of members in the

bargaining unit as of the start of any school year each bargaining unit member will contribute one of their accumulated sick leave days to the bank.

2. The pool of sick leave days will be administered by a committee consisting of three bargaining unit members and the superintendent or the superintendent's designate. No sick leave days may be loaned out unless all sick and personal days of the requesting employee are depleted. Application for days from the pool will be made in writing. The sick bank committee may loan out no more than ten days per request, but additional requests may be made by the same employee in need. The sick bank committee will adopt rules regarding the use of these days from time to time.

3. Employees returning to work will replenish the days used as soon as possible out of credited sick days. Death of the borrower, or forced retirement due to ill health will result in forgiveness of days owed to the bank.

4. The use of pool sick leave days will be limited to major catastrophes and shall not normally be used for maternity leave, child care purposes or to advance retirement.

5. Employees shall receive an annual report from the committee on the status of the bank pool, rules, etc.

6. In the event of unusual demand on the sick leave bank the Union may notify the District that one additional sick leave day will be contributed by each bargaining unit employee that year.

#### I. FMLA Leave

In accordance with the Family and Medical Act ("FMLA" or the "Act"), the employee and/or the Employer may designate, or require use of, sick leave, personal leave, vacation and other leave or paid time off qualifying as FMLA leave as part of such FMLA leave. Medical certification for FMLA leave will be required as permitted by the Act.

### ARTICLE XV

#### UNPAID LEAVES

##### A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee without loss or accumulation of seniority for



any of the purposes defined in Section B. Such leave may be renewed, upon petition of the employee, for one (1) additional year.

2. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave. Parental/child care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.

3. An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began, or a like and similar position. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.

4. An employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Employer.

B. Unpaid leaves of absence may be taken for the following purposes:

1. Military Leave - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed in the same or similar position. Seniority shall accumulate only during tours of inducted duty.

Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

2. Union Office - A leave of absence of up to one (1) year shall be granted upon application for the purpose of serving as an officer of the Union, or as an officer in its state or national affiliate. Such leave shall be extended one additional year upon thirty days advance petition.

3. Public Service - A leave of absence of up to one (1) year shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period.

4. Parental/Child Care - A leave of absence shall be granted for the purpose of child care of an infant. Said leave shall commence upon request of the employee. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.

5. Personal illness.

6. Illness in immediate household.

7. Educational.

## ARTICLE XVI

### VACATION

#### Eligibility

Employees who work in excess of a thirty-five (35) hour week throughout the entire calendar year will earn credits toward vacations with pay in accordance with the following schedule:

1. An employee shall be entitled to one (1) week's vacation after one (1) year of employment.
2. An employee shall be entitled to two (2) weeks' vacation after two (2) years of employment.
3. An employee shall be entitled to three (3) weeks' vacation after seven (7) years of employment.
4. An employee shall be entitled to four (4) weeks' vacation after fourteen (14) years of employment. (Effective July 1, 1984)
5. Part-time twelve (12) month employees shall receive the full vacation to which their years of employment entitle them and shall receive such pay based on the actual straight time hours worked per week computed on a fifty (50) week period.

#### Vacation Periods

1. Vacations will be granted at such times during the year as are suitable considering both the wishes of the employees and efficient operation of the department concerned.
2. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

3. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
4. A vacation may not be waived by an employee and extra pay received for work during that period.
5. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

ARTICLE XVII

HOLIDAYS

Employees shall be entitled to holiday pay according to the following schedule:

12 Month Employees

School Year Employees

New Years Day

New Years Day

Good Friday

Good Friday

Memorial Day

Memorial Day

Day preceding or following July 4 and July 4 (2 days)

Labor Day

Labor Day

Thanksgiving Day

Thanksgiving

Friday after Thanksgiving

Friday following Thanksgiving

Christmas Eve

Christmas Eve

Christmas Day

Christmas Day

New Years Eve

New Years Eve

Should a holiday fall on a Saturday, Friday shall be considered as the holiday.

Should a holiday fall on a Sunday, Monday shall be considered as the holiday.

Employees must work the regularly scheduled work day preceding and following a holiday in order to qualify for holiday pay unless the employee is on approved leave.

#### ARTICLE XVIII

##### ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

#### ARTICLE XIX

##### WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### ARTICLE XX

##### SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XXI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1996 and shall continue in effect until the 30th day of June, 1998. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date. If pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

B. Copies of this Agreement shall be printed at the expense of the Employer within 30 days after the Agreement is signed and presented to all bargaining unit employees. In addition, the Employer shall provide the Union seven (7) copies of the Agreement without charge to the Union.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

EMPLOYER

By: W<sup>M</sup>N. Aldrich  
William Aldrich  
President

By: Dean Woodbeck  
Dean Woodbeck  
Secretary

Date: 7/29/96

UNION

By: Paula Howard  
Paula Howard, Co-President

By: Richard LaRocque  
Richard LaRocque, Co-President

By: [Signature]

Date: 7-26-96



APPENDIX A

INSURANCE

A. The following insurance plans are offered to eligible employees subject to the rules and regulations of the insurance carriers.

B. For each eligible Twelve-month Full-time and Part-time (and each eligible School Year) employee, regularly scheduled more than thirty hours per week and making proper application, the Employer agrees to pay the full normal premium to continue the following MESSA - PAK insurance coverage:

PLAN A: (1) Super Care I (Employer to reimburse employee for deductible and for prescription drug co-pay charge.)

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(2) Delta Dental Plan 60/60/60:\$1,000

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(3) Vision VSP-3 Plus

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(4) Negotiated Life \$15,000 AD&D

PLAN B: (1) Delta Dental Plan 60/60/60:\$1,000

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(2) Vision VSP-3 Plus

---

(3) Negotiated Life \$20,000 AD&D

C. Eligible employees electing Plan B may, upon written application, apply the normal single subscriber rate for Supercare I hospitalization insurance coverage (such rate being the rate that would be charged to the Employer were it not under a "PAK" plan) toward the purchase of MESSA fixed or variable options or MEFSA programs. Any amounts exceeding the single subscriber rate will be deducted from the employee's wages.

D. As in the past the Employer will continue to pay insurance premiums during summer vacation for eligible employees completing their school year obligation, and to pay prorated premiums for eligible Part-time and School Year employees, working more than 20 hours per week, who make proper application. Proration is based on the ratio of hours assigned to the full work week of forty (40) hours. The Employer shall have no obligation to make premium

payments on behalf of any employee who has not prepaid their portion of the cost of such coverage, or made other arrangements for such payment acceptable to the Employer.

E. Except as otherwise specifically provided, or as required by law, the Employer's obligation for payment of insurance premiums shall continue with respect to any bargaining unit member only while they remain eligible and continue to have earnings from the Employer for hours actually worked; such obligation shall terminate when they retire, quit, are discharged, laid off, on unpaid leave or for any other reason terminate active employment with the Employer. The Employer will, however, continue to pay the premiums necessary for an eligible employee's insurance coverage during paid leaves, vacations and holidays.

F. The Employer, by payment of the premiums for insurance coverage herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage. The sole obligation of the Employer shall be payment of the insurance premiums. If any dispute should arise concerning whether the Employer is obligated to pay premiums for any employee, the employee must arrange for continuance of insurance coverage, if they so desire, through the Employer's group policy if available, the sole remedy against the Employer for failure to pay such premiums being reimbursement of said premiums to the appropriate party.

G. Eligible employees must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the Employer (or the employee's eligibility date, if later). Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.

H. If employees wish to continue coverage during periods when the Employer's obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The Employer will notify insurance carriers of changes requested by employees within a reasonable period following notice to the Employer. It is, however, the employee's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits.

## (b) 1996-97

<u>Classifications</u>	<u>60Day</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7-10th</u>	<u>11-15th</u>	<u>16-20th</u>	<u>21+</u>
Head Mechanic	9.37	9.63	10.32	10.75	11.36	11.63	12.06	12.33	12.51	12.67	12.85
Driver Mechanic	9.37	9.63	10.32	10.75	11.36	11.63	12.06	12.33	12.51	12.67	12.85
Driver/Custodian	9.17	9.42	10.11	10.54	11.13	11.41	11.85	12.12	12.29	12.46	12.63
Building Custodian	9.17	9.42	10.11	10.54	11.13	11.41	11.85	12.12	12.29	12.46	12.63
Custodian/Security	8.85	9.11	9.78	10.22	10.81	11.09	11.52	11.80	11.96	12.14	12.31
Part-time Driver	8.64	8.90	9.57	10.00	10.61	10.87	11.31	11.57	11.76	11.92	12.10
Custodian	8.43	8.69	9.36	9.78	10.38	10.66	11.10	11.37	11.53	11.72	11.88
Head Cook	8.44	8.70	9.37	9.80	10.39	10.67	11.11	11.38	11.54	11.73	11.89
Head Baker	8.44	8.70	9.37	9.80	10.39	10.67	11.11	11.38	11.54	11.73	11.89
Assist. Cook	8.18	8.44	9.10	9.53	10.13	10.39	10.83	11.11	11.28	11.45	11.63
Assist. Baker	8.18	8.44	9.10	9.53	10.13	10.39	10.83	11.11	11.28	11.45	11.63
Kitchen Helper	7.91	8.18	8.83	9.25	9.86	10.13	10.58	10.83	11.00	11.18	11.36
Satellite Server	7.91	8.18	8.83	9.25	9.86	10.13	10.58	10.83	11.00	11.18	11.36
Secretary	8.42	8.68	9.35	9.77	10.37	10.65	11.09	11.36	11.52	11.70	11.87
Library Aide	8.12	8.37	9.04	9.47	10.06	10.33	10.77	11.05	11.21	11.39	11.55
Computer Aide	8.12	8.37	9.04	9.47	10.06	10.33	10.77	11.05	11.21	11.39	11.55
Food Svc Clerk/Off Aide	7.91	8.18	8.83	9.25	9.86	10.13	10.58	10.83	11.00	11.18	11.36
Office Aide	7.57	7.83	8.47	8.90	9.51	9.77	10.22	10.49	10.66	10.82	11.00
Spec. Ed. Class. Aide	7.47	7.73	8.37	8.80	9.41	9.66	10.11	10.37	10.56	10.72	10.89
Nurse	10.47	10.73	11.45	11.88	12.49	12.76	13.19	13.46	13.64	13.80	13.98

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## (b) 1997-98

<u>Classifications</u>	<u>60Day</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7-10th</u>	<u>11-15th</u>	<u>16-20th</u>	<u>21+</u>
Head Mechanic	9.37	9.63	10.63	11.07	11.70	11.98	12.42	12.70	12.89	13.05	13.24
Driver Mechanic	9.37	9.63	10.63	11.07	11.70	11.98	12.42	12.70	12.89	13.05	13.24
Driver/Custodian	9.17	9.42	10.41	10.86	11.46	11.75	12.21	12.48	12.66	12.83	13.01
Building Custodian	9.17	9.42	10.41	10.86	11.46	11.75	12.21	12.48	12.66	12.83	13.01
Custodian/Security	8.85	9.11	10.07	10.53	11.13	11.42	11.87	12.15	12.32	12.50	12.68
Part-time Driver	8.64	8.90	9.86	10.30	10.93	11.20	11.65	11.92	12.11	12.28	12.46
Custodian	8.43	8.69	9.64	10.07	10.69	10.98	11.43	11.71	11.88	12.07	12.24
Head Cook	8.44	8.70	9.65	10.09	10.70	10.99	11.44	11.72	11.89	12.08	12.25
Head Baker	8.44	8.70	9.65	10.09	10.70	10.99	11.44	11.72	11.89	12.08	12.25
Assist. Cook	8.18	8.44	9.37	9.82	10.43	10.70	11.15	11.44	11.62	11.79	11.98
Assist. Baker	8.18	8.44	9.37	9.82	10.43	10.70	11.15	11.44	11.62	11.79	11.98
Kitchen Helper	7.91	8.18	9.09	9.53	10.16	10.43	10.90	11.15	11.33	11.52	11.70
Satellite Server	7.91	8.18	9.09	9.53	10.16	10.43	10.90	11.15	11.33	11.52	11.70
Secretary	8.42	8.68	9.63	10.06	10.68	10.97	11.42	11.70	11.87	12.05	12.23
Library Aide	8.12	8.37	9.31	9.75	10.36	10.64	11.09	11.38	11.55	11.73	11.90
Computer Aide	8.12	8.37	9.31	9.75	10.36	10.64	11.09	11.38	11.55	11.73	11.90
Food Svc Clerk/Off Aide	7.91	8.18	9.09	9.53	10.16	10.43	10.90	11.15	11.33	11.52	11.70
Office Aide	7.57	7.83	8.72	9.17	9.80	10.06	10.53	10.80	10.98	11.14	11.33
Spec. Ed. Class. Aide	7.47	7.73	8.62	9.06	9.69	9.95	10.41	10.68	10.88	11.04	11.22
Nurse	10.47	10.73	11.79	12.24	12.86	13.14	13.59	13.86	14.05	14.21	14.40

- (c) The shift premium shall be an additional ten cents (\$.10) per hour for shifts starting after 12:00 p.m.
- (d) The base rate for drivers during lay-over will be 80% of their regular rate (plus any applicable shift or overtime premiums).
- (e) Supervisory Fees:

Fees are established by the Employer and agreed to by the Union and paid additionally on a bi-weekly or monthly basis to employees designated as supervisors. (Supervisory fees are determined by the Board of Education to compensate employees for requested and specified services as supervisors above and beyond the other wage rates included in this agreement.):

Supervisor of Bus Program, Vehicle Maintenance and Facility	\$60*
Food-Service Supervisor	\$40*
Food-Service Satellite System Supervisor & Head Baker	\$40*
(if shared by two employees, \$20 each)	
Elementary Library Supervisor	\$20*
Elementary Computer Lab Supervisor	\$20*

\* Bi-weekly for work year



APPENDIX C  
GRIEVANCE FORM

MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION

Grievance No. \_\_\_\_\_ Submit in Duplicate  
Department \_\_\_\_\_ Assignment \_\_\_\_\_ Name of Grievant \_\_\_\_\_

1. Date Cause of Grievance Occurred \_\_\_\_\_

2. Contract Article(s) violated \_\_\_\_\_

3. Statement of Grievance \_\_\_\_\_

4. Relief Sought \_\_\_\_\_

5. Date Received by Supervisor \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

6. Disposition by Supervisor \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

7. Date Received by Superintendent \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

8. Disposition by Superintendent \_\_\_\_\_

9. Date Received by Board \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

10. Disposition by Board \_\_\_\_\_

11. Date of Request for Binding Arbitration \_\_\_\_\_  
MESPA Signature \_\_\_\_\_ Date \_\_\_\_\_

Additional pages can be used if necessary)

LETTER OF UNDERSTANDING

(1994 Negotiations)---(1996 Negotiations)

Re: Labor Agreement entered into as of July 1, 1994 Between the Hancock Board of Education, hereinafter called the "Employer" and the Hancock Educational Support Personnel Association, hereinafter called "HESPA".

It is hereby mutually understood and agreed:

1. As in the past, the longevity schedule in force for employees hired prior to July 1, 1984 will continue in effect for those so employed.

2. At this time fifteen (15) minutes is considered reasonable for pre-trip bus inspection.

3. The Employer may use an outside bus company for bus trips:

a. In excess of one hundred twenty (120) miles from the Hancock High School.

b. In excess of seventy (70) miles, but no more than one hundred twenty (120) miles from the Hancock High School, so long as bargaining unit drivers have had the opportunity to take at least three (3) of such trips during the school year.

4. Notwithstanding the effective date of July 1, 1994, all negotiated revisions to the collective bargaining agreement shall be effective December 20, 1994, or as soon thereafter as reasonably possible, unless otherwise specifically provided.

5. Employees continuing to be employed as of December 20, 1994 will receive a settlement bonus equal to the difference between their hourly rate actually paid between July 1, 1994 and December 20, 1994, and the hourly rate they would have received had they been paid pursuant to the revised Appendix B.

6. Effective July 1, 1991 the proration of insurance premiums for part-time employees was revised to a ratio based on forty (40) hours rather than thirty (30) hours. No employee who was employed as of July 1, 1991 shall receive any reduction in their proration as of that date due to such revision.

7. a. So long as there is no conflict with their existing driving schedules, Driver/Custodians and Driver/Mechanics will first be asked (in the order of seniority) if they wish the bus trip prior to assignment of the trip to a part-time Driver. The District may, in its discretion, hire or assign a Custodian, at the Custodian rate, to perform custodial duties of the Driver/Custodian and/or Driver/Mechanic while they are performing such driving duties.

b. A Special Education Classroom Aide assigned to drive a school bus will receive the Driver rate while performing such driving duties.

8. When a unit employee works in more than one classification, or switches from one classification to another, the employee's wage level will be based on their total number of years of service to the District. Nothing contained in this section shall cause any employee to be reduced in compensation.

9. Head Custodian/Maintenance position will be removed from the unit when the member currently holding the position retires.

10. Transportation supervision position will be removed from the unit when the member retires.

11. All existing employees will get step increases if entitled & the percentage increase. No one is frozen.

12. New maintenance supervisor will continue to do much as in the past but will not be permanently assigned BU scheduled duties.

13. No bargaining unit positions will be eliminated, more could be added. (as a result of the change in status of the maintenance supervisor)

BOARD OF EDUCATION

HANCOCK - HESPA

William Aldrich  
William Aldrich

Paula Howard  
Paula Howard, Co-President

Dean Woodbeck  
Dean Woodbeck  
Secretary

Richard LaRocque  
Richard LaRocque, Co-President

Date 7/29/96

Stephen Elenich  
Stephen Elenich  
CCEA President

Date 7-26-96



