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6/30/97

HILLSDALE COMMUNITY SCHOOLS
Hillsdale, Michigan

MASTER AGREEMENT

Between

THE BOARD OF EDUCATION OF THE HILLSDALE COMMUNITY SCHOOLS

and

THE HILLSDALE EDUCATION SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

July, 1994 - June 30, 1997

Hillsdale Community Schools

HILLSDALE COMMUNITY SCHOOLS
Hillsdale, Michigan

MASTER AGREEMENT

This is an agreement between the Board of Education of the Hillsdale Community Schools, Hillsdale, Michigan (hereinafter called the Board), and the Hillsdale Educational Support Personnel Association (HESPA), MEA/NEA--Custodians, Bus Drivers, Cooks, Secretaries, Educational Assistants, and Maintenance--Hillsdale, Michigan, (hereinafter called the H.E.S.P.A., MEA/NEA).

TABLE OF CONTENTS

	<u>PAGE</u>
Recognition	1
Board Rights	3
Employee Rights	4
Seniority	6
Vacancies	7
Layoff and Recall	8
Wages and Working Hours	9
Leave Privileges	10
Maternity/Child Care	12
Employee Evaluation	13
Inclement Weather	14
Grievance Procedure	15
Negotiation Procedure	18
Savings Clause	19
Duration of Agreement	20
Salary - Schedule A - Custodians	21
Schedule B - Bus Drivers	22
Schedule C - Cooks	23
Schedule D - Secretaries	24
Schedule E - Education Assistants.	25
Professional Growth Schedule	26
Professional Growth Application Form	28
Schedule F - Maintenance	29
Non-teaching Insurance Proration Table	31
Letter of Agreement	33
Addendum - Evaluation Forms	34

ARTICLE I

RECOGNITION

- A. The Board recognizes the H.E.S.P.A., MEA/NEA as exclusive bargaining agent for all full-time and regularly employed part-time custodians, bus drivers, cooks, secretaries, maintenance and educational assistants employed by the Hillsdale Community Schools but excluding central office personnel, transportation supervisor, maintenance supervisor, custodial supervisor, food supervisor, substitutes, and all other employees.
- B. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the HESPA, MEA/NEA or pay a Service Fee to the HESPA, MEA/NEA.

1. HESPA, MEA/NEA Members. Bargaining unit members joining the HESPA, MEA/NEA shall pay dues to the HESPA, MEA/NEA in accordance with its policies and procedures.

2. Service Fee Payers. Bargaining unit members joining the HESPA, MEA/NEA shall pay a Service Fee to the HESPA, MEA/NEA as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

3. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the HESPA, MEA/NEA, upon written notification by the HESPA, MEA/NEA, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the HESPA, MEA/NEA.

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

4. Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to paragraph 3, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the HESPA, MEA/NEA or the first paycheck

in September for continuing authorizations, and continuing in twenty (20) equal installments. An employee may also choose to pay in cash to the HESPA, MEA/NEA, to be paid in full by the end of October, or within sixty (60) days of employment, or may choose a lump sum deduction of the entire amount in the month of October. Monies so deducted will be transmitted to the HESPA, MEA/NEA, or its designee, no later than twenty (20) days following each deduction.

5. The HESPA, MEA/NEA will save the Board harmless from any and all costs including witness and attorney fees or other incidental costs or forms of liability which the Board might incur by virtue of legal challenges to the provisions of this article when the Board is made a party to litigation arising under this article.

C. The probationary period for custodial and maintenance classifications shall be 120 days from the date of hire and 90 days from date of hire for all other classifications within the bargaining unit. Discipline, including discharge, shall not be subject to the grievance procedure during the probationary period.

D. Charter/Academy Schools

The District will provide notice to the HESPA, MEA/NEA of any public school academy application to the district, or an application to the I.S.D., Community College or Public University of which it has knowledge.

ARTICLE II

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including and without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees subject to the provisions of law; to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

EMPLOYEE RIGHTS

A. Relation to Law

The Board and the HESPA, MEA/NEA agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and all the applicable laws and statutes pertaining to HESPA, MEA/NEA personnel rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any HESPA, MEA/NEA employee in the enjoyment of their rights granted to them under the laws above stated.

B. Facility Usage

The HESPA, MEA/NEA and its members shall have the right to use the school building facilities before or after regular class hours and during lunch time. Such use of the building for HESPA, MEA/NEA meetings must be arranged for with the building administration in advance. The administration retains the right of room assignment. Bulletin boards and mailboxes shall be made available to the HESPA, MEA/NEA for the posting or placement of materials relating to official business of the HESPA, MEA/NEA. The materials must be signed by a designated HESPA, MEA/NEA official. All such materials shall be sent to the Superintendent's office prior to posting.

C. Personnel Files

Each employee shall have the right upon request to review his/her personnel file. If the employee is asked to sign material placed in his/her file, such signature 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 content of the material.

D. Employee Discipline

1. A complaint which would prompt or promote disciplinary action made against the employee by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. Disciplinary actions shall be defined as including written reprimand, warning, suspensions paid or unpaid, discharge.
2. No employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure except in the case of probationary employees. The specific grounds forming the basis for disciplinary action will be made available to the employee.
3. Any disciplinary action taken against an employee shall be appropriate to the behavior that caused the action.

4. A bargaining unit member shall be entitled to have present a representative of the HESPA, MEA/NEA during any meeting which will or may lead to disciplinary action by the employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representation of the HESPA, MEA/NEA is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the Agreement.

E. HESPA, MEA/NEA Days

HESPA, MEA/NEA shall be granted 4 paid working days for each year of this Agreement for the release of its delegates to attend educational conventions and/or conferences of the HESPA, MEA/NEA, upon the authorization of the HESPA, MEA/NEA and subject to the approval of the Superintendent/Designee.

ARTICLE IV

SENIORITY

A. SENIORITY LISTS

The administration shall prepare a seniority list to be posted on appropriate bulletin boards on or before October 30 of each year of this contract.

B. SENIORITY DEFINED

Seniority shall rank from the last date of hire. "Date of hire" shall be defined as the first day the employee reported to work. In case of ties, the date of the letter of offer of employment shall govern. Seniority will be by classification only.

After July 1, 1988 those employees transferring out of one classification into another shall retain all seniority within classifications held prior to transfer.

After July 1, 1982 those employees transferred out of the bargaining unit into a supervisory position shall retain such seniority within classification as they had prior to promotion.

C. LOSS OF SENIORITY

All seniority is lost when employment is severed by resignation, retirement, or discharge. Seniority will be frozen at the time of layoff or approved leaves and will continue to accumulate upon recall or return from leave.

ARTICLE V

VACANCIES

A. POSTING

Vacancies for bargaining unit positions shall be posted so that all can be applied for in writing if any employee so desires. Said posting shall contain classification, location of work, hours to be worked, approximate starting date, and minimum qualifications.

Notices will be posted on bulletin boards in appropriate places in each worksite for a period of five (5) working days during the school year and ten (10) calendar days during summer. The position will not be permanently filled during the period of posting.

Postings for vacancies occurring during the summer shall be sent by U.S. Mail to designated representatives of each seniority classification.

B. FILLING VACANCIES

In the event that a non-teaching vacancy occurs, the same shall be filled by the person whose experience, education, training and other qualities qualify him/her for said position. If all factors regarding said qualifications are substantially equal, preference will be given to the applicant having the most seniority in the classification where the vacancy occurs.

The person selected for the position will be granted up to five (5) work days for a trial period in the new position. During the trial period he/she shall be paid at the rate for the job to which he/she is assigned. If an employee fails to perform satisfactorily in the position for which he/she has bid or decides he/she does not wish to continue, he/she shall be returned to his/her former position, within the 5 day period.

The Treasurer of the HESPA, MEA/NEA shall be notified within a reasonable time of any new employee hired in a bargaining unit position.

C. BENEFIT CHANGES

If an employee's hours or position change, wages and fringe benefits shall change accordingly, and the Treasurer of the HESPA, MEA/NEA shall be notified of such changes.

ARTICLE VI

LAYOFF AND RECALL

A. ORDER OF LAYOFF

Lay-off shall be by seniority within job classification to which the employee is assigned at the time of lay-off. "Classification" shall be defined as schedules A-F.

Employees with seniority in other classifications may utilize such seniority to displace a less senior employee within the classification. Employees thus displaced shall have the same right.

B. NOTICE OF LAYOFF

Individuals to be laid off will be given thirty (30) calendar days notice in writing prior to the effective date of layoff.

C. RECALL FROM LAYOFF

Recall shall be by inverse order of layoff provided the employee is qualified for the open position. An employee shall have the right of recall for a period of 18 months from the effective date of layoff. No new employees will be hired into a classification while employees with the right of recall are laid off within that same classification. The laid off employee will be responsible for providing the business office with a correct address at all times. Notification of recall shall be sent in writing to the laid off employee's last known address by certified mail, with a copy to the HESPA, MEA/NEA President. Failure to respond to this notice in writing within ten calendar days shall be considered conclusive evidence of resignation and waiver of all future rights to employment.

Recalled employees shall be entitled to restoration of previously accrued leave and salary schedule step placement.

D. POSTING REQUIREMENTS/TIMELINES

In the event of layoffs, posting requirements and time lines shall be waived.

ARTICLE VII

WAGES AND WORKING HOURS

- A. The wages and working hours are set forth in the schedules attached to this contract as follows:

Schedule A - Custodians
Schedule B - Bus Drivers
Schedule C - Cooks
Schedule D - Secretaries
Schedule E - Educational Assistants
Schedule F - Maintenance
Schedule G - Insurance

- B. Seniority and experience steps will be credited based on date of hire.
- C. Employees shall be paid for all days on which they are required to work.
- D. All new hires shall be hired at the first level for any individual classification; provided however, in the event that a person changes classifications, he/she may be assigned by the employer to such a level as their experience may dictate.
- E. Beginning on July 1 following the tenth year of employment with the Hillsdale Community Schools all HESPA, MEA/NEA employees will be granted a 1% (one percent) career ladder increase in the regular hourly wage.

ARTICLE VIII

LEAVE PRIVILEGES

A. Each HESPA, MEA/NEA employee shall be granted a maximum of ten (10) days sick leave per year with full pay, with the exception of twelve month employees who will be granted twelve (12) days sick leave per year with full pay due to:

1. Personal illness of employee;
2. Absence necessitated by exposure to contagious diseases in which the health of students would be impaired by his or her attendance on duty;
3. Illness disability or death in the family not to exceed five (5) days except with the approval of the superintendent.

The Superintendent may grant funeral leave, in excess of five days, to be deducted from the employee's sick leave.

B. All employees within the bargaining unit will receive two (2) personal business days per year, (twelve month employees shall receive one additional day per year). These may be used with no questions asked provided advance notice of 24 hours is given to the Administration, except in cases of provable emergencies. Unused personal business days may accumulate to five (5) days. The current year's allowance shall be in addition to the stated maximum. The use of personal days shall be contingent upon a suitable replacement when necessary.

C. Unused sick leave may accumulate without limitations.

D. Employees within the bargaining unit employed by Hillsdale Community Schools shall be paid for their accumulated sick leave days at the rate of \$25 per day for full-time employees and \$20 per day for less than full-time employees at the time of retirement - defined as: application to draw money from MPSERS. Full time employees are those employees working six (6) or more hours per day or 30 hours or more per week. The only exception to retirement is the elimination of a classification.

E. Immediate short term leave of absence with pay may be approved by superintendent to investigate a sensitive situation.

F. A short term leave of absence without pay may be granted for valid reasons upon approval of the employee's immediate supervisor. It is understood that a member of the bargaining unit is not the immediate supervisor.

G. Temporary military leave will be granted upon application in writing for a period of up to 15 days to fulfill an active reserve obligation in the U.S. Armed Services or National Guard obligation. Said application must be made in writing at least 30 days prior to the effective date of such leave. The employee who utilizes said leave shall have the election to cover the absence by utilizing vacation time and keeping the military pay received or by turning in the military pay received and receiving full pay from the district.

- H. Leave of absence without pay shall be granted to any HESPA, MEA/NEA employee who shall be inducted or shall be called or shall enlist in military duty in any branch of the Armed Forces of the United States. HESPA, MEA/NEA employees on military leave shall be granted the benefit of any increment which would have been credited to them had they remained in active service of this school system. Sick and personal days accumulated from the date of enlistment or draft shall be held for said employee until his return or otherwise held in accordance with other provisions of this agreement.
- I. In the event of absence due to injury in the course of an employee's employment for which the employee received compensation under the Michigan Worker's Compensation Act, the employee shall be paid the difference between the employee's salary and the benefits received from Worker's Compensation provided that the additional compensation provided hereunder is valid by law and will not reduce the amount the employee receives from Worker's Compensation insurance. This difference will be paid for a period of two years from the date of injury. At this time the employee shall have the option of using accumulated sick days to make up the difference on a pro-rated basis.
- J. Jury Duty - The employee testimony for any judicial or administrative tribunal shall be compensated for the difference between the regular pay and the pay received for the performance of such obligations.
- K. In the event that a person runs out of sick leave, the HESPA, MEA/NEA may recommend an extension to the Board. Any such grant would be on an individual basis and subject to action by the Board. An employee who is unable to work because of personal illness and disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability up to one year. The leave may be renewed each year upon written request by the employee and approval by the Board.
- (1) The Board agrees to continue to provide the health and life insurance benefits provided for by this Agreement for the duration of said leave.
 - (2) Sick and personal days accumulated from the date of enlistment or draft, shall be held for said employee until his/her return or otherwise held in accordance with other provisions of this Agreement.
 - (3) The Board reserves the right to require a doctor's certification or other evidence of illness or ability to work.
 - (4) The superintendent shall certify the legitimacy of a claim for compensation for absence.

ARTICLE IX

MATERNITY/CHILD CARE

- A. A leave of absence without pay will be granted for up to one year for the purpose of maternity/child care.
- B. Any employee requesting maternity leave shall notify the school administration of the pregnancy no later than the fifth month of the condition.
- C. The employee may continue working as long as he/she can maintain his/her regularly assigned responsibilities. The employee's physician will furnish a statement to this effect.
- D. The application for such leave shall be received by the superintendent no later than sixty (60) days prior to the effective date of such leave and shall include a statement of the date on which the employee wishes to commence the leave.
- E. An employee on leave under the above conditions wishing to return to duty shall submit a written request with the superintendent at least sixty (60) calendar days prior to the date the employee wishes to return to work or prior to the end of the leave. The employee shall be returned to employment when there is a position open or no later than the beginning of the following school year.
- F. The employee adopting a child shall receive a similar leave which shall commence upon the placement of the child.
- G. In the event any provisions in this contract are in conflict with the Family/Medical Leave Act of 1993, the provisions of the Family Medical Leave Act will prevail.

ARTICLE X

EMPLOYEE EVALUATIONS

- A. The completed evaluation shall be given to the employee. An opportunity to discuss the evaluation with the supervisor shall be provided within ten (10) days of the completion of the evaluation.
- B. If the employee disagrees with the evaluation he/she may write a rebuttal which shall be attached to the evaluation and kept in the employee's file.
- C. All HESPA, MEA/NEA employees shall be evaluated a minimum of once every three (3) years, more frequently if deemed necessary by the Superintendent or Designee.

Employees shall be given "yearly targets" to establish goals beneficial to the District and the Employee.

New Employees will be evaluated two (2) times during their probationary period.

Each employee will be required to sign his/her evaluation. However, the signature will not necessarily indicate the employee agrees with the evaluation.

ARTICLE XI

INCLEMENT WEATHER

Twelve month employees are expected to report for work on days when school is dismissed and instruction is not provided due to conditions not within the control of the Board such as inclement weather. If weather conditions on the public roads prohibit said employee from reporting for work on time, he/she shall notify his/her immediate supervisor or his/her designee by the hour when he/she normally would report for work that he/she will report as soon as possible.

Employees working a full day under this section shall be granted compensatory time off for school days which are not rescheduled. Compensatory time off shall be taken at a time to be determined by the superintendent or the superintendent's designee, on the first occurrence. If a second day shall occur when school is not in session and not rescheduled, compensatory time off shall be taken at a time when school is not in session, and mutually agreed upon with the employee and supervisor.

If days are rescheduled, the employee shall work said rescheduled days and receive no extra pay.

All other employees who don't report for work on days when school is not in session due to inclement weather shall receive pay.

Any person required to work days beyond those scheduled in their normal contract shall be paid for all extra days so scheduled and worked, beyond the days forgiven for inclement weather by current legislation for which employees are already being paid.

ARTICLE XII

GRIEVANCE PROCEDURE

- A. Grievances: It is understood and agreed that should a difference arise between the Board and any of its employees as to the application of the provisions of this agreement, there shall be no stoppage or suspension of work because of such grievance.
- Step 1. A HESPA, MEA/NEA employee with a complaint shall discuss it with his/her immediate supervisor, principal, or superintendent within five (5) working days after the occurrence of the alleged grievance.
- Step 2. Any HESPA, MEA/NEA employee having a complaint of occurrence in the interpretation or application of this Agreement may present in writing his/her grievance individually or with the aid of his/her HESPA, MEA/NEA representative to his/her principal or immediate superior within ten (10) working days of said occurrence. The administrator with whom the grievance has been filed shall within five (5) working days give an answer in writing to the grievance. The written grievance, as contemplated by this paragraph, shall be specific and contain a statement of the fact upon which the grievance is based and shall refer to the articles and sections of the Agreement which have been allegedly misinterpreted or violated and shall state the relief requested, and must further bear the name of and be signed by the employee or employees involved.
- Step 3. In the event the aggrieved person is not satisfied, he/she shall transmit the grievance in writing to the superintendent within 10 working days who shall have ten (10) working days from receipt to approve or disapprove it. The aggrieved person has a right to a hearing with the HESPA, MEA/NEA representative present. If the grievance is denied by the superintendent, within ten (10) working days the grievance shall be transmitted to the secretary of the Board if the aggrieved person so requests with a statement of the reasons why it is being disapproved.
- Step 4. Within twenty (20) days of the receipt of the grievance, the Board or a committee of the Board shall consider the grievance. The aggrieved person has a right to a hearing with the HESPA, MEA/NEA representative present. The Board shall prescribe such procedures as it may deem appropriate, provided, however, that in no event, except with express written consent of the HESPA, MEA/NEA shall final determination of the grievance be made by the Board more than twenty (20) days after the Board first considers the grievance.
- Step 5. Individual employees shall not have the right to process a grievance at Step five.

- a. If the HESPA, MEA/NEA is not satisfied with the disposition of the grievance at Step Four, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.
- b. Neither party may raise a new defense group at Step Five not previously raised or disclosed at other written steps. Each party shall submit to the other party not less than one week prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the HESPA, MEA/NEA; subject to the right of the Board or the HESPA, MEA/NEA to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations:
 1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 2. He/she shall have no power to establish salary schedules or to change any salary except in accordance with the schedules attached hereto.
 3. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 4. He/she shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
 5. He/she shall have no power to interpret state or federal law.
 6. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.

- e. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall determine the arbitrability issue before proceeding to the issue on the merits. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - f. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - g. The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- B. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
 - C. A grievance may be initiated by the HESPA, MEA/NEA.
 - D. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
 - E. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the award be earlier than thirty (30) days prior to the date on which the grievance is filed.
 - F. If any HESPA, MEA/NEA employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she should be reinstated with full reimbursement of all professional compensation lost.
 - G. All parties to this Agreement shall make earnest attempts to dispose of grievances at each level as set forth in the grievance procedure, and the grievance procedure as set forth herein shall be the exclusive procedure to be followed in the case of a grievance.
 - H. Nothing contained herein shall be construed to prevent any individual of this HESPA, MEA/NEA (HESPA, MEA/NEA) from presenting a grievance and having the grievance adjusted without intervention of the HESPA, MEA/NEA if the adjustment is not inconsistent with the terms of this Agreement provided that a HESPA, MEA/NEA representative has been given an opportunity to be present at such adjustment.

ARTICLE XIII

NEGOTIATION PROCEDURES

- A. When either party recognizes a concern that is addressed by or affects the terms of the contract, it will be brought to the attention of the appropriate parties. In the event the provisions contained in this Agreement are open for negotiations as provided in other sections of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon such provisions.

- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and HESPA, MEA/NEA. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make concessions in the course of negotiations and bargaining, subject only to ultimate ratification.

- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process with the State Labor Mediation Board in conformance with State law.

- D. Upon request by the HESPA, MEA/NEA, the HESPA, MEA/NEA shall be provided with ten (10) copies of the Agreement when finalized.

The HESPA, MEA/NEA will agree to the previous procedure with regard to printing and distribution of the Master Agreement and, for this agreement, the HESPA, MEA/NEA shall provide a master copy.

- E. An employee engaged during the school day in negotiating on behalf of the HESPA, MEA/NEA with any representative of the Board shall be released from regular duties without loss of salary.

- F. At least sixty (60) days prior to the expiration of this Agreement, either party will notify the other, in writing, of their intent to open negotiations. The parties will then agree to a date, prior to the expiration date, to meet to open negotiations.

ARTICLE XII

SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision and application shall be deemed null and void except to the extent permitted by law; but all other provisions or application shall continue in full force and effect.

ARTICLE XIII

DURATION OF AGREEMENT

This agreement shall commence as of the 1st day of July, 1994 and shall continue in full force and effect until June 30, 1997.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19th day of September, 1994.

HILLSDALE BOARD OF EDUCATION

By [Signature]
President

HILLSDALE EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, MEA/NEA

By [Signature]
President

By [Signature]
Craig Frazier, SNAP Negotiator

By [Signature]
Judith K. Vance, 4-C MEA Uniserv Director
Hillsdale Educational Support Personnel
Association, MEA/NEA
Hillsdale Community Schools

HESPA Negotiating Team

Jim Lancaster
Jim Felske
Jean George
Evelyn Proctor
Connie Young
Homer Stuchell
Kaye Lambright
Carol Kelley

Hillsdale Community Schools
Board Negotiating Team

Richard Lane
Bill Nash
Gerry Dulmage
Marty Ryan

SCHEDULE A - CUSTODIANS

	<u>Salary</u>		
	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Experience 0 -	\$11.44	\$11.78	\$12.13
1 -	11.83	12.18	12.55
2 -	12.20	12.57	12.95
3 -	13.43	13.83	14.24

1. Head custodians at Davis, High School and grounds an additional 3% per hour.
Head custodians at Gier, Bailey, and Mauck will be paid an additional 2% per hour.
2. Overtime shall be paid at the rate of 1½ times the hourly rate as per schedule, providing the person works at least a 40-hour week as directed by the building principal.
3. Work schedules shall be adjusted prior to certain holiday periods.
4. Custodians shall have these paid holidays: (1) Labor Day - 8 hours, (2) Thanksgiving Day - 8 hours, (3) Friday after Thanksgiving - 8 hours, (4) December 24 - 8 hours, (5) Christmas Day - 8 hours, (6) December 31 - 8 hours, (7) New Year's Day - 8 hours, (8) Friday of Spring Break - 8 hours, (9) Memorial Day - 8 hours, and (10) July 4 - 8 hours, providing there is no school in session.

When an above holiday falls on Saturday, the preceding Friday will be used as the holiday; if the legal holiday falls on Sunday, the following Monday or preceding Friday will be used as the holiday.

If school is in session the day before Christmas or New Years, the 8 hours for each day will be made up during Christmas vacation.

5. Custodians normally will work 40 hours per week, 8 hours per day, and a five-day week.
6. Vacation schedule for custodians: 1 week for 1st year, 2 weeks after two years, 3 weeks after eight years, 4 weeks after fifteen years. After 20 years, the employee shall accumulate one day per year to a maximum of 25 days.

Except in the case of an emergency one week's notice shall precede use of vacation time.

7. Custodial personnel called in for emergency purposes, outside of their normal work schedule shall be paid for a minimum of one (1) hour as "call in" time.

SCHEDULE B - BUS DRIVERS

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Experience 0 -	\$15.11	\$15.56	\$16.03
1 -	15.61	16.07	16.56
2 -	16.81	17.31	17.83
KDG -	16.90	17.41	17.93

Extra Trips shall be paid at the following rates:

<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
10.27	10.57	10.89

Working Conditions

1. Bus Drivers will be paid on an hourly rate based on the above. A time clock will be furnished.
2. Bus drivers shall be paid for one hour for unnotified cancelled trips and with no loss of turn.
3. A regular bus driver substituting on a kindergarten run shall receive full pay.
4. Extra trips will be offered on a rotation basis by seniority. If no one volunteers for a trip, one may be assigned.
5. Up to \$40 per year will be allowed for a State-approved physical examination for bus drivers when required by law.
6. Summer school driving will be paid at the individual driver's rate.
7. Drivers will be paid at 1 and 1/2 times their regular rate for work performed in excess of 40 hours per week.
8. "A" trips and "B" trips will be assigned on a rotating seniority basis. If a driver refuses one type of trip, they remain eligible, in rotation, for the other type.
9. All outdoor education trips will be offered and assigned by seniority.
10. All kindergarten runs will be offered and assigned by seniority.
11. The District shall pay for State/National licensing fees which are required for employment as a bus driver.

SCHEDULE C - COOKS

Salary

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Experience 0	-\$ 8.52	\$ 8.77	\$ 9.04
1	- 9.25	9.53	9.81
2	- 9.62	9.91	10.21
3	- 10.08	10.39	10.70
Mgr.	11.02	11.35	11.69

The actual number of days worked may vary from Head Cook classification to Cook classification or other factors. A work schedule will be established by the supervisor of food service by September 15 of each year of this contract.

Working Conditions

1. Apron and laundry facilities for all schools that do not have washing machines will be provided.
2. If a cook takes over in the absence of the manager who does not come in the second day, the cook's pay shall be the manager's pay from the second day the manager is off work.
3. If kitchen is used for outside activities, a cook shall be in charge of the kitchen and shall be paid according to Schedule C above at the rate of 1½ times after 40 hours as directed by the building principal.
4. The cook manager or representative will meet the supervisor monthly to go over menus.
5. Working hours shall be increased to compensate for any breakfast program over and above the regular working hours.
6. When cooks are required to attend special training for their job they shall be paid.
7. Manager High School an additional \$200.00 annually.
Manager Davis an additional \$150.00 annually.
8. When an employee in this classification goes on leave of absence (paid or unpaid) for longer than six months and the duration of the leave is known in advance cooks working less hours than the employee on leave shall have the opportunity to fill the position of the employee on leave during the term of the leave on the basis of seniority. This section shall not apply to leaves of less than six months.
9. The District shall pay State and National Cooks Certification fees for all Managers, Head Cooks and Cooks.

SCHEDULE D - SECRETARIES

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Experience 0 -	\$ 9.45	\$ 9.73	\$10.02
1 -	10.31	10.62	10.94
2 -	11.79	12.14	12.51
3 -	13.27	13.67	14.08

1. Secretaries shall have the following paid holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday (when said holiday falls within the secretarial work week and school is not in session), and Memorial Day.
2. Secretaries or educational assistants who call substitute teachers will be paid at a rate to be negotiated in the event such service becomes necessary.
3. Overtime shall be paid at the rate of $1\frac{1}{2}$ times the hourly rate as per schedule, providing the person works at least a 40 hour week as directed by the building principal.

SCHEDULE E - EDUCATIONAL ASSISTANTS

	Salary		
	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Experience 0 -	\$ 8.18	\$ 8.42	\$ 8.68
1 -	8.74	9.01	9.28
2 -	9.84	10.13	10.44
3 -	10.36	10.67	10.99

Professional Growth Salary Schedule

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Experience 0 -	\$8.84	\$ 9.10	\$ 9.38
1 -	9.38	9.66	9.95
2 -	9.99	10.29	10.60
3 -	10.82	11.14	11.48
4 -	11.66	12.01	12.37

1. Sick leave granted in this contract is not retroactive prior to July 1, 1979.
2. Educational Assistants will be paid on a salaried basis computed on their normal working hours for the duration of this agreement. Adjustments to salaries shall be made periodically throughout the school year to conform to actual time worked.
3. When appropriate, Educational Assistants will be included in IEPC and Team Meetings.
4. The District shall pay registration fees for training and coursework required by the District. Educational Assistants will be compensated at the sub pay rate for the time required to attend classes and other training required by the District whenever such training is scheduled outside the Educational Assistant's normal working hours.

With prior approval of the Superintendent or Designee, Educational Assistants voluntarily participating in District approved in-service training, may be compensated at the sub pay rate for the actual hours of such training.

The District shall not be obligated to compensate Educational Assistants for attendance at conference or workshops outside their normal working hours which they are not required to attend or for any training not approved in advance of its occurrence.

5. When an Educational Assistant is required to diaper a student or assist a student with toileting involving exposure to the genital area, another employee will be present when necessary.

HILLSDALE COMMUNITY SCHOOLS

6. QUALIFICATION FOR EDUCATIONAL ASSISTANTS
PROFESSIONAL GROWTH SCHEDULE

Educational Assistants qualify for placement on the Professional Growth salary schedule when they earn 60 Professional Growth Units beyond the high school diploma.

Professional Growth Units include and equate in the following manner:

- A. One (1) semester hour of college credit =
1 professional growth unit.
- B. Activities that equate at the rate of 15 hours attendance/1 professional growth unit include preapproved attendance at educational seminars, inservice programs, conferences/workshops and summer institutes.
- C. Activities that equate at a rate of 30 hours attendance/1 professional growth unit include participation on school improvement teams, curriculum committee and other job related committee assignments.
- D. Preapproved international travel shall be considered for Professional Growth credit at a rate to be determined by the superintendent with input from the Educational Assistant.
- E. Individual Professional Growth Plans, preapproved research, special projects, publications and other professional growth activities shall be considered for credit at a rate to be determined by the superintendent with input from the Educational Assistant.

Process:

1. Submit:

College credits -

provide transcript to Central Office

Activities -

(prior to November 1, 1994)

provide a list of activities and hours of attendance to immediate supervisor for signature, send to Central Office.

(After November 1, 1994)

Request permission to attend from immediate supervisor. Submit form indicating completion to Central Office.

Application Process:

All current Educational Assistants who wish prior Professional Growth Activities credited shall submit evidence of the Professional Growth activity to the superintendent prior to March 1, 1995. No requests for credit for Professional Growth Activities that occurred prior to November 1, 1994 will be considered after March 1, 1995 for employees of record as of November 1, 1994. Newly hired Educational Assistants will have their Professional Growth Units determined at the time of hire.

Professional Growth Units earned after November 1, 1994 must be preapproved.

HILLSDALE COMMUNITY SCHOOLS
HILLSDALE, MICHIGAN

PROFESSIONAL GROWTH UNIT

APPLICATION FORM

Name _____ Date _____

Application Prepared for ___ College Credit ___ Training
___ Travel ___ Individual Growth Plan ___ Other

College Credit:

Course Title or Description	Credit Hours
_____	_____
_____	_____

Description of Activity	Contact Hours
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Number of Professional Growth Units Applied for: _____

Educational Assistant Date: _____

Number of Professional Growth Units Approved: _____

Superintendent/Designee Date: _____

SCHEDULE F - MAINTENANCE

	Salary		
	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Experience 0 -	\$11.86	\$12.22	\$12.58
1 -	12.74	13.12	13.52
2 -	13.64	14.05	14.47
3 -	14.90	15.35	15.81

Working Conditions

1. Overtime shall be paid at the rate of 1½ times the hourly rate, providing the person works at least a 40-hour week as directed by supervisor.
2. Work schedules shall be adjusted prior to certain holiday periods.
3. Maintenance personnel shall have these paid holidays: (1) Labor Day - 8 hours; (2) Thanksgiving Day - 8 hours; (3) Friday after Thanksgiving - 8 hours; (4) December 24 - 8 hours; (5) Christmas Day - 8 hours (6) December 31 - 8 hours; (7) New Year's Day - 8 hours; (8) Friday of Spring Break - 8 hours; (9) Memorial Day - 8 hours; and (10) July 4 - 8 hours, providing there is no school in session.

When an above holiday falls on Saturday, the preceding Friday will be used as the holiday; if the legal holiday falls on Sunday, the following Monday or preceding Friday will be used as the holiday.

If school is in session the day before Christmas or New Years, the 8 hours for each day will be made up during Christmas vacation.

4. Maintenance personnel normally will work 40 hours per week, 8 hours per day, and a five-day week.
5. Vacation schedule for Maintenance: 1 week for 1st year, 2 weeks after two years, 3 weeks after eight years, 4 weeks after fifteen years. After 20 years, the employee shall accumulate one day per year to a maximum of 25 days. Except in the case of emergencies a week's notice shall precede use of vacation time.
6. Any maintenance employee who possesses a Journeyman's Card, equivalent experience, or 10 years experience in the district, shall receive an additional \$1.00 per hour over the above schedule.
7. Maintenance personnel called in for emergency purposes outside of their normal work schedule shall be paid for a minimum of one (1) hour as "Call-In" time.

8. When Maintenance employees are required to report to work prior to their normal shift, the amount of time worked prior to the beginning of their shift shall be deducted from the normal ending time. If it is not possible to deduct the time immediately, it shall be deducted from the normal ending time of a shift within one (1) work week.
9. The lead foreman shall receive an additional \$1500 per year.
10. When overtime is assigned to the Maintenance Department, it shall be assigned on a rotating basis within the Maintenance Department.

NON-TEACHING INSURANCE PRORATION TABLE

SCHEDULE G

Non-teaching employees will receive a paid, prorated percentage premium benefit paid by the Board of Education as defined in the following chart for each insurance program for which they are eligible:

Employees working less than four (4) hours/day prior to July 1, 1994, shall have their insurance eligibility continued at the (prior) proration rate for the duration of this agreement or until the employee elects to do otherwise. As of June 30, 1997, employees of record as of July 1, 1994, who worked less than four (4) hours and have not elected insurance will not be eligible for pro-rated insurance coverage, if they continue to work less than 4 hours.

Beginning with employees hired as of July 1, 1994, employees who are hired for less than four (4) hours per day, will not be eligible for board paid pro-rated insurance coverage.

<u>HOURS</u>	<u>PERCENTAGE OF INSURANCE PAID BY BOARD</u>	<u>PERCENTAGE OF INSURANCE PAID BY EMPLOYEE</u>
(Prior Hired before July 1, 1994)		
3	50%	50%
3 1/4	54%	46%
3 1/2	58%	42%
3 3/4	62%	38%
HIRED AFTER JULY 1, 1994		
4	67%	33%
4 1/4	71%	29%
4 1/2	75%	25%
4 3/4	79%	21%
5	83%	17%
5 1/4	87%	13%
5 1/2	92%	8%
5 3/4	96%	4%
6-8	100%	-0-

- Each employee who is eligible to receive this benefit during the term of this Master Agreement shall have fully paid family MESSA-PAK Plan Insurance coverage as follows: Super Care I, Delta Dental 100:75/50/75; \$1500, negotiated life \$10,000 AD&D, Vision VSP 2: Plan B for employees not needing health insurance - Delta Dental 100/50/75: \$1500, VSP-3, negotiated life, \$15,000 AD&D. The Board agrees to pay the premium for said coverage and also agrees to reimburse each employee for the annual deductible provided the employee submits verification indicating that deductible expenses have been incurred and paid by the employee. Reimbursement of deductible will be made within five school working days after presentation of verification to the business office. Confidentiality shall be maintained at all times.

The Board will provide to those employees not electing health insurance coverage non-taxable/tax deferred options/annuities according to the following scale:

Number of Employees Not Electing Health Insurance	Options/Annuities Amount
0 - 13 Participants	\$ 75.00/month
14 - 16 Participants	\$100.00/month
17 - 19 Participants	\$125.00/month
20 + Participants	\$150.00/month

2. Each employee shall direct the Superintendent or designee in writing regarding which coverages they elect to receive. Part-time employees will receive a pro-rated premium allowance in the insurance program (except vision) for which they are eligible and in which they wish to participate, except that all eligible employees who work three (3) hours or more a day will receive fully-paid vision insurance. (Those who work less than three (3) hours may have such vision insurance by paying the applicable premium).
3. Part-time employees will receive a pro-rated premium allowance for health and dental insurance for which they are eligible and for which they wish to participate in accordance with the attached table.
4. All non-teaching personnel classified as salaried regular employees shall receive a ten thousand dollar (\$10,000) term life insurance policy.
5. Should the employer become obligated by state or federal law to contribute to or participate in a governmentally sponsored insurance program, or provide different health insurance, or pay more toward health insurance for full or part-time employees, the parties shall meet to negotiate over the impact of such changes. Nothing in this Agreement shall be interpreted or implied to require the employer to maintain any premium payments for health insurance programs on behalf of employees or their dependents if the insurance programs have been replaced or superseded by federal or state statute or regulation and where the employer would incur any tax penalty or reduced appropriation by virtue of continued participation contractually designated insurance programs. The parties agree that absent penalties the Board will provide identical coverage in some form until completion of negotiations. This section is intended to prevent any lapse in coverage for any bargaining unit member and to ensure that the Board does not incur duplicate or double premiums. This specific re-opener is not intended to preclude opening of negotiations of other areas of this agreement if changes in the law necessitate such negotiations.

LETTER OF AGREEMENT
between
HILLSDALE COMMUNITY SCHOOLS
and
HILLSDALE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION MEA/NEA

SEPTEMBER, 1994

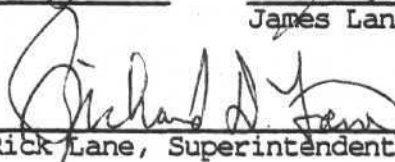
The parties agree, that, during the life of the 1994-1997 Agreement, if either the HESPA, MEA/NEA or Board desire to meet to discuss the possibility of an "Early Retirement Plan," meeting to discuss such a plan will be in a timely manner scheduled.



Craig Frazier, SNAP



James Lancaster, HESPA President



Rick Lane, Superintendent