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MASTER AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE

HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT

AND THE

HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT

MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION MEA/NEA

1990-93

Hillsdale County Intermediate School District

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INTERMEDIATE SCHOOL DISTRICT
AND THE
HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION MEA/NEA

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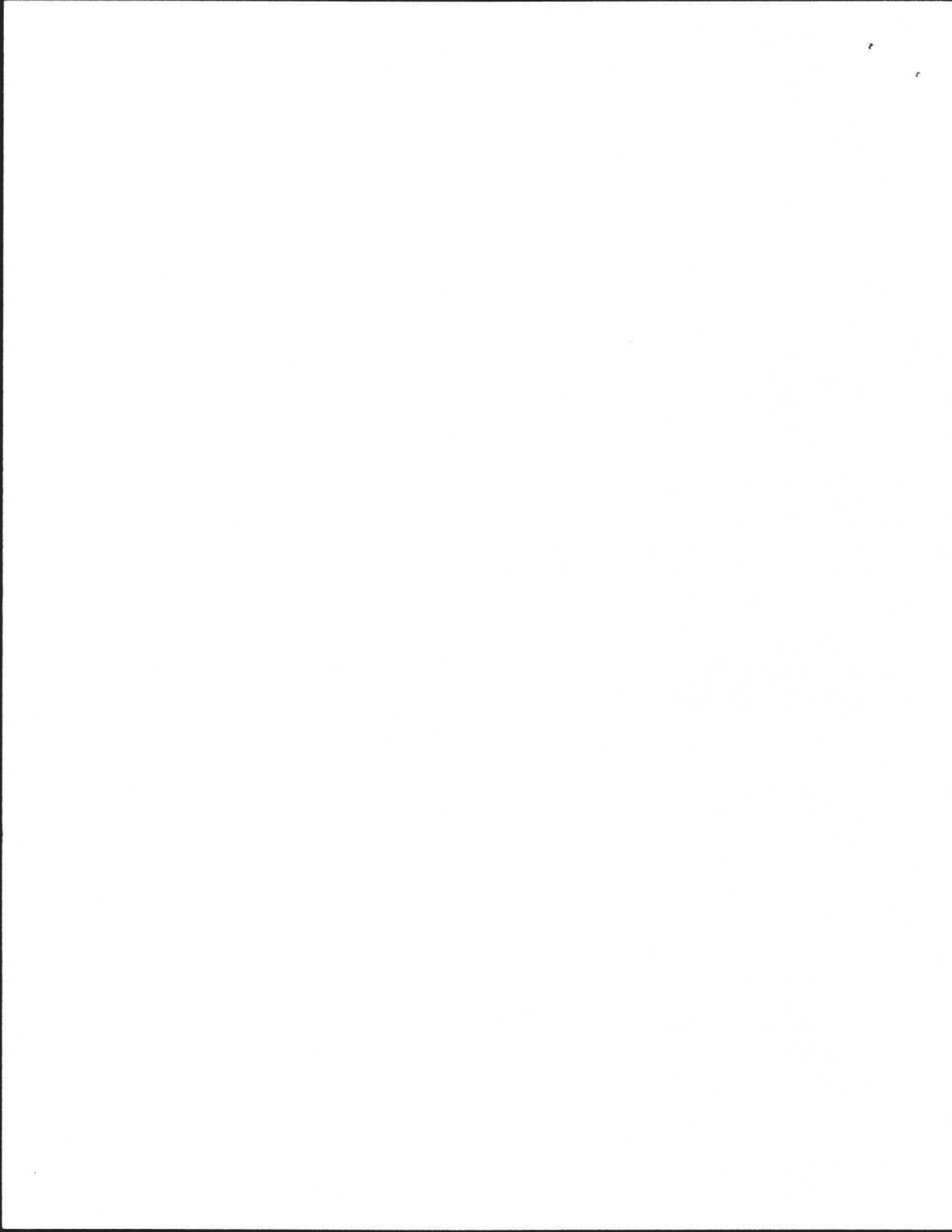
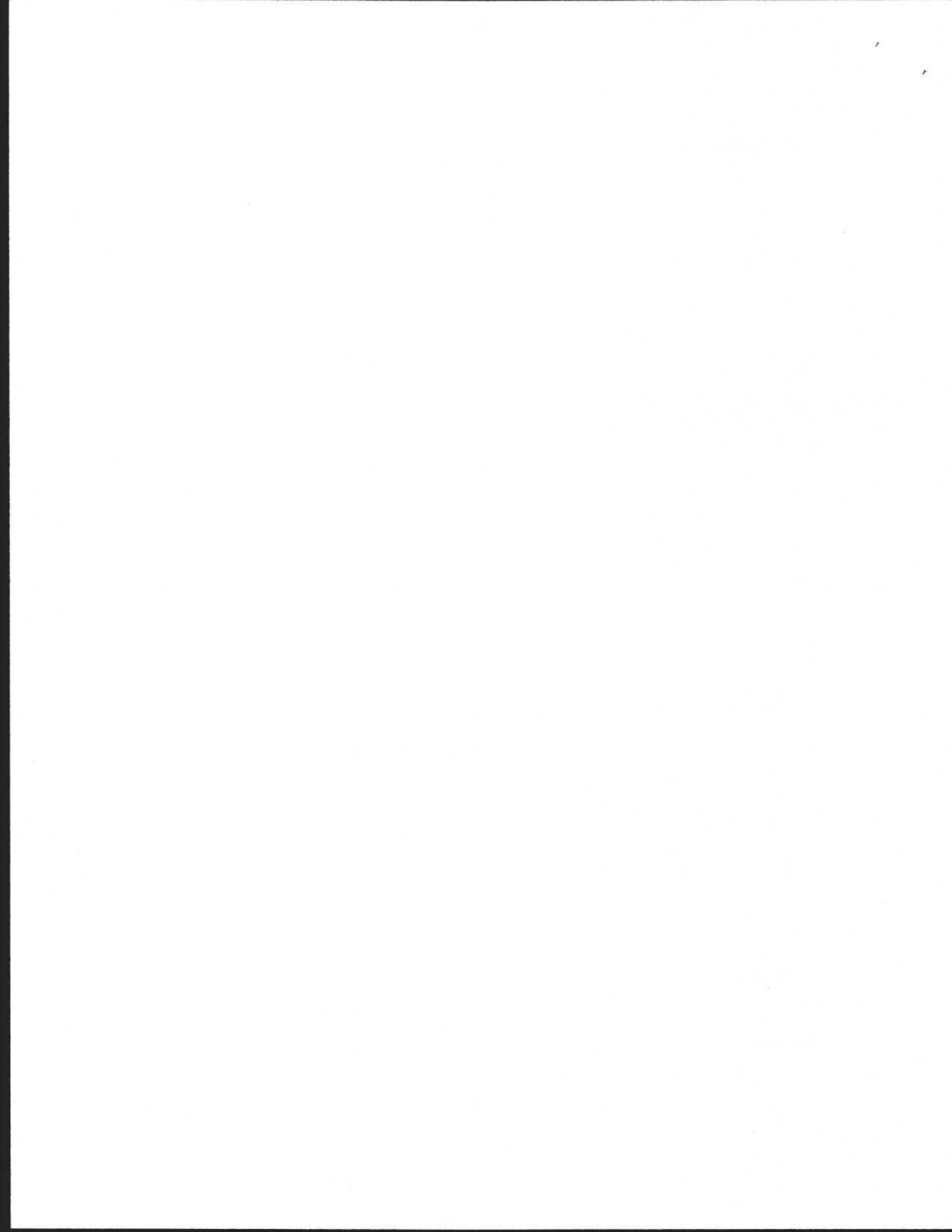


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BOARD OF EDUCATION OF THE HILLSDALE
COUNTY INTERMEDIATE SCHOOL DISTRICT
AND THE
HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION MEA/NEA

This Agreement is entered into by and between the Hillsdale Intermediate School District, Hillsdale, Michigan, (hereinafter referred to as the Board), and the Hillsdale County Intermediate School District Michigan Educational Support Personnel Association MEA/NEA, Hillsdale, Michigan (hereinafter referred to as the Association).

GENERAL POLICY STATEMENT

WHEREAS, the Board and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contain therein; and

WHEREAS, the Board and the Association have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment;

The Board and the Association do hereby set forth and memorialize their full agreement.

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining agent for all support personnel, being teacher aide instructional assistants, bus drivers, secretarial personnel, video tape technicians, key punch operators, print shop operators and maintenance personnel and other positions which require the same or similar functions, excluding professional employees', supervisors, administrative employees and all others. The term "employee", singular and plural, as used hereinafter shall refer to members of the bargaining unit as described above.

- B. The Board shall designate one (1) employee from the secretarial and clerical staff as a non - supervisory confidential employee and said employee shall not be a member of the bargaining unit and shall not be covered by the provisions of this agreement.

ARTICLE II

PROBATIONARY EMPLOYMENT

Probationary employment shall be defined as the first 90 calendar days of regularly scheduled employment, excluding an intervening summer vacation period. Probationary employees shall be subject to dismissal at the discretion of the Board at any time prior to fulfilling the probationary period. The article on discipline shall be not applicable during the probationary period.

ARTICLE III

AGENCY SHOP

- A. Membership in the Association is not compulsory. Employees shall have the right to join, not join, maintain or terminate their membership in the Association. Neither party shall exert pressure on or discriminate against an employee because of membership or non-membership in the Association.
- B. All employees who are Association members before, or who are hired after the effective date of this agreement shall, as a condition of contractual employment, either become a member of the Association or pay to the Association an amount of money (service fee) not greater than the amount of dues required of members. Employees hired after September 1st shall only be required to pay a prorata amount of service fee. Such proration shall be the number of months remaining through the next June as a proportion of ten months.
- C. Service fees received by the Association from non-members shall be deposited in a scholarship fund. Said scholarship fund shall be utilized to assist college or university students pursuing careers in special education who are residents of the District or for special activities or needs of special education students who are residents of the District. The scholarship fund shall be administered by a committee comprised of three Association members, the Superintendent and one Board member. It should be understood that those who choose to pay into the scholarship fund do not have any rights of membership in the Association.
- D. Bargaining unit members may authorize payroll deduction of Association dues or service fees. In the event that a bargaining unit member is required to pay a service fee under the provisions of this agreement and he or she does not pay said fee directly to the Association by October 1st or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477: MSA 17.277(7) and at the request of the Association deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly possible, from the paychecks of the bargaining unit member which are expected to be paid by the following June 1st. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

- E. The Association agrees to indemnify and save the Board, individual School Board members, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this article. Provided further, it is understood that the Association has the right to choose counsel and control the conduct of the case and that the Board shall provide all information and assistance necessary.

ARTICLE IV

BOARD RIGHTS

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:
1. The executive management and administrative control of the Intermediate School District, its properties, equipment, facilities and operations and to direct the activities and affairs of its employees;
 2. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote, transfer and assign all such employees and to determine the size of the work force and lay off employees;
 3. Establish or revise policies and adopt reasonable rules and regulations;
 4. Continue or revise its policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days not in conflict with the specific provisions of this Agreement;
 5. Determine the services, supplies and equipment for its operations, all methods and means of distributing, disseminating and/or selling its services, and the methods, schedules and standards of operation, means, methods and processes of carrying on the work, including automation or contracting thereof or changes therein, and the institution of new and/or improved methods or changes therein;
 6. Determine the qualifications of employees by physical and mental health examinations by appropriate medical personnel;
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of

offices, departments, divisions or subdivisions, building or other facilities;

8. Determine the placement of operations and the source of materials and supplies;
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.
11. Establish course of instruction and inservice training programs for employees and to require attendance at any workshop, conference, etc., by employees provided that the employee shall be paid overtime, or allowed compensatory time off, for the time actually spent in training activities, or traveling to and from training programs, which extend beyond the regular work day and the employee's expenses shall be reimbursed. Provided further, however, that the employee may voluntarily waive the overtime pay provision as a condition of attending a training program which is desired by the employee.

The Board shall reimburse employees for the actual expenses of participation in training activities required by the Board.

12. Determine all methods and means to carry on the operation of the district, including automation or contracting thereof or changes therein, provided that bargaining unit work shall not be subcontracted unless:
(a) the skills needed to perform the work, as reasonably specified, are unavailable within the bargaining unit and cannot be obtained in a reasonable time; or (b) bargaining unit members who possess the necessary skills or qualifications have work loads which will not allow the addition of more work; or (c) all existing bargaining unit members displaced by such changes are employed by the Board in other positions which involve wage rates and hours of employment no less than those of their previous positions.

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 judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and only to the extent of such specific and express terms hereof or by the

Constitution and laws of the State of Michigan and the Constitution and law of the United States.

- B. The express inclusion, by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement, shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and are hereby retained by the Board.
- C. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

ARTICLE V

EMPLOYEE RIGHTS

- A. The Association shall have the right to use the school facilities for the purpose of Association business meetings before or after regular classroom hours and during lunch time upon notice at least twenty - four (24) hours in advance of the time desired, provided that no alternative use of the facilities has been scheduled and no disruption of the services of the Intermediate District will occur and that the administration shall have the right to assign the room to be used by the Association for such meeting.

The Board shall designate adequate bulletin board space for the posting of materials relating to current official business of the Association. The employee mail boxes of members of the bargaining unit, currently existing or provided hereafter by the Board, may be used by the Association for communication of materials relating to official business of the Association. All materials posted or communicated must be signed by the President of the Association.

- B. The employer agrees that discipline will be for just cause. The term "discipline" as used in this agreement shall include reprimands, suspensions and discharges. It is further understood that the principles of due process and progressive discipline shall be followed.
- C. A bargaining unit member shall be entitled to have a representative of the union present during any meeting which will or may lead to disciplinary action by the employer. Should disciplinary action be likely during a meeting, the bargaining unit member shall be advised of its possibility. When a request for the presence of union representation is made, action shall be delayed for a maximum of 24 hours to allow the bargaining unit member to secure such representation.

In the case of an emergency which may involve student well being or safety of District property or other employees, the Board shall schedule such meetings no sooner than 8:00 A.M. the following business day and may temporarily suspend the employee with pay until said meeting is held. Nothing in this section shall be interpreted to impair discussions of common concerns or problem relating to job performance or duties between a bargaining unit member and his or her supervisor when such discussion is not the subject of any disciplinary action.

- D. Personnel files on individual bargaining unit members shall be kept and dealt with so as to comply with any laws of the

State of Michigan relative thereto. Decisions regarding the employment status of non-probationary employees shall be based on the contents of the personnel file.

The Board shall also promptly inform employees of complaints or explicitly critical materials placed in their files originating from a non supervisory person.

- E. Each employee shall receive at least one evaluative report per year from his/her immediate supervisor.

Failure to receive an evaluative report for one year shall indicate that the employee's work is satisfactory.

The Board and Association agree that evaluations shall be used constructively and cooperatively with the staff member, in order to assist the staff member in becoming more effective.

If the evaluator believes an employee is doing unacceptable work, the reasons shall be set forth in specific terms, as shall the identification of the specific ways in which the employee is to improve. A follow-up evaluation shall be conducted within a period of twelve working weeks. Failure to again note a specific deficiency in the subsequent evaluation report shall be interpreted to mean that adequate improvement has taken place.

A conference with the evaluator shall be held. The employee shall sign a copy of the report prepared by the evaluator. The employee's signature shall not be construed to mean agreement with the report. An employee may submit additional comment to the written report if desired. All reports are to be placed in the employee's personnel file.

No complaint against a bargaining unit member by a person other than an Hillsdale County Intermediate School District employee, shall be used for personnel evaluation or placed in the bargaining unit member's personnel file, unless said complaint is submitted in written form. This complaint must be signed and dated by the complainant and brought to the bargaining unit member's attention within five (5) work days.

- F. All employees, except bus drivers and bus aides, scheduled for at least six hours of work per day shall be entitled to 30' per day of paid break time and a 30' uninterrupted, duty free, unpaid lunch period each day.

All employees, except bus drivers and bus aides, scheduled for more than six hours of work per day shall be entitled to 40' of paid break time per day and a 60' unpaid, duty free, uninterrupted lunch period per day.

The District will schedule break time and lunch periods on the basis of needs of the District and student instructional schedules.

ARTICLE VI

CONTINUITY OF OPERATIONS

The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or other interruption of activities in the Intermediate School District. Failure or refusal on the part of any employee to comply with the provisions of this article shall be cause for whatever disciplinary action is deemed necessary by the Board, which is sanctioned by the Michigan Public Employment Relations Act and this Agreement.

ARTICLE VII

LEAVE PRIVILEGES

- A. Other provisions notwithstanding, no employee shall receive paid leave for days which have not been recorded as part of their anticipated work year calendar. Further, no employee may receive paid leave for overtime on days which have been recorded as part of their anticipated work year calendar.
- B. Paid sick leave for each regularly scheduled employee shall be determined as follows:
1. Each employee shall accumulate one (1) hour of sick leave for each eighteen (18) hours actually worked.
 2. Each employee, upon the completion of the probationary period, shall be granted ten times the hours in a typical work day of that employee as additional sick leave hours.
 3. An employee's total sick leave shall be the sum of the hours generated by provisions 1 and 2 above.
 4. Unused sick leave shall accumulate from year to year, but not beyond a maximum of eight hundred (800) hours for a regular full-time employee or that portion of eight hundred (800) hours which is in the same proportion as the employee's regularly scheduled anticipated work day is to of seven hours.
 5. Each employee shall be notified, in the annual "Back-to-School" book, of his or her accumulated sick leave. The hours stated in the notice shall be binding unless the employee notifies his or her immediate supervisor within five (5) days of the notice.
 6. Sick leave with pay shall be allowed as follows:
 - a. Illness or physical disability.

Sick leave shall be allowed for a substantiated illness or physical disability of an employee. Appointments for medical, dental, optometrical, psychological, and like treatments are considered appropriate for sick leave allowance and will be deducted.

b. Illness in the immediate family.

Sick leave shall be allowed for illness of a member of the employee's immediate family. The immediate family shall be defined as the employee's father, mother, spouse, child, spouse's father or mother, and other relatives included at the discretion of the Superintendent. Full time employees shall take no more than 60 hours sick leave annually (July 1st through June 30th) under this provision. Part-time employees shall be annually limited to that portion of 60 hours which is in the same proportion as the employee's anticipated work year is to 1080 hours. The superintendent may extend the annual limitations under extraordinary circumstances.

c. Exposure to contagious disease posing a threat to the health of students.

Sick leave shall be allowed to employees who have been exposed to a contagious disease which poses a threat to the health of students. Such employee shall present a doctor's certification that the employee has been exposed to a contagious disease which poses a threat to the health of the students of the Intermediate School District. Circumstances of the exposure shall be documented on the form supplied by the Board, including names of those involved, dates, length of time and nature of the exposure.

If the Board has reason to believe that any employee is abusing the sick leave provision, it may give the employee notice of the fact that he/she will be required to provide substantiation for further absences. Such notice and requirement shall expire on the following June 30th. If such notice has been provided, the Board shall reimburse the employee for actual medical costs, up to a maximum of \$20.00 for each incident, if the employee obtains a physician's statement which offers a diagnosis and includes a statement to the effect that "the employee's health condition makes work inadvisable" and also includes an estimate of the duration of the condition. The Board shall not reimburse expenses eligible for third party payment (e.g., insurance, medicaid).

C. Personal leave for each regularly scheduled employee shall be determined and utilized as follows:

1. Each employee shall receive an initial annual grant of personal leave hours equal to the number of hours in the employee's regularly scheduled

work day. Probationary employees shall not receive this grant until the completion of the probationary period. In addition, each employee shall accumulate one (1) hour of personal leave for each ninety five (95) hours worked. The maximum annual total that an employee can earn under both methods shall be twenty one (21) hours.

2. A maximum of three (3) days unused personal leave may be carried forward to the next year and added to the current year's number of personal leave days. A maximum of six (6) days personal leave may be taken in any one year under this accumulation.
3. An employee who desires to take personal leave shall notify the Board at least three (3) days in advance. The three day notice may be waived by the Board at its discretion.
4. Personal leave shall be used to attend to matters which require the personal attendance and attention of the employee and which cannot be attended to at an alternative time and which do not interfere with the duties of employment. Personal leave cannot be used to participate in recreational activities or for vacation.
5. The employee shall not be required to give an explanation for the use of personal days.
6. Upon return from personal leave, the employee shall document the date and number of hours taken on a form supplied by the Board.
7. Personal leave may be used when inclement weather prevents travel to work.

Bereavement Leave

- D. Each employee shall be granted up to five consecutive days with pay for the death of a member of the immediate family, which shall include the employee's spouse, parents, siblings, children and spouse's parents. Others may be included at the discretion of the Superintendent.
- E. Any regular employee who, in the scope of employment, incurs an injury for which compensation under the Worker's Compensation Act is received, will be paid, during the period of disability, the difference between the normal wages of the employee, calculated according to the regular anticipated work schedule of the employee, and the amount received under Worker's

Compensation Insurance, until the sum of such supplemental payments reaches an amount equivalent to the amount of sick leave time earned by the employee previously, provided that said additional compensation is valid by law and payable only if said additional compensation will not reduce the amount of compensation received by the employee under the Worker's Compensation Insurance carrier; provided further that said additional compensation will be deducted from accumulated sick leave as it is paid until the period of disability terminates or the accumulated sick leave is exhausted.

- F. An employee who is not a party to the judicial or administrative action who is called for jury duty or subpoenaed as a witness to give testimony for any judicial or administrative tribunal shall be compensated for the difference between the regular pay of the employee calculated according the regular anticipated work schedule of the employee and the pay received for the performance of such obligations.

G. Unpaid leaves of Absence

1. The Board shall grant an emergency leave of absence for a maximum of three (3) days for emergency situations of a severe and serious nature which prevents the employee from reporting to work. The employee shall fully document the facts of the situation on a form supplied by the Board, including names, dates and time, and factual circumstances which required the employee's personal attendance and attention. Emergency leave cannot be used to participate in recreational activities or for vacation.
2. Disabled employees who have exhausted all paid sick leave shall be transferred to an unpaid disability leave of absence for the duration of the disability or until the end of the anticipated work year, whichever is the shorter period.

During an unpaid disability leave the Board may choose to continue full or partial payment of health insurance premiums for which the employee would otherwise be eligible.

3. Maternity Leave: The Board shall grant an unpaid maternity leave of absence to any support personnel member employed by the District. Before granting the leave, the Board will have on file a physician's statement showing the anticipated date of recovery. The affected staff member and supervisor will determine the beginning and ending

dates of the leave. The physicians recommendation, health of employee, and general job responsibilities will be some consideration in determining the length, beginning and termination of the leave. Return from maternity leave will be to the same or similar position to which the District believes the employee is qualified and return from maternity leave will not deprive the employee of formerly accumulated leave benefits or position on the salary schedule.

4. Employees may make application to the Board for consideration of unpaid leaves of absence for other purposes. The Board shall have full discretion in the granting or denial of such applications.

ARTICLE VIII

MEDICAL EXAMINATIONS

Each new employee prior to employment will be responsible for securing a medical examination when it is either a state, federal, or Board requirement. Thereafter, each employee shall be responsible for securing a medical examination when it is either a state or federal requirement, and the Board will pay seventy-five percent (75%) of the expenses of the examination up to a maximum of \$40.00. When a medical examination is required at the discretion of the Board, the Board shall pay the expense of the examination fee. Time for such medical examinations will be considered allowable sick leave and deducted from sick leave credit.

ARTICLE IX

VACANCIES

When a vacancy or new position occurs which is within the bargaining unit, the Board shall post such vacancy or new position for a period of one (1) week prior to filling. The posting shall be made in the central office and Greenfield School and shall be sent in the delivery system operated by the District to teacher aides who are assigned to constituent district buildings. The posting shall specify classification, location of work, program if applicable, hours to be worked and minimum qualifications. Current employees who desire to apply for a vacancy must do so in writing within the one (1) week posting period to be guaranteed consideration. Current employees who apply for a vacancy shall be interviewed, and if they are not awarded the position, upon request they shall be informed of the reason(s) they were denied the position.

A vacancy or new position in the bargaining unit will not exist until the Board has exercised all transfers and assignment rights provided for in other articles of this contract.

ARTICLE X

SENIORITY, LAYOFF & RECALL

A. SENIORITY

1. For purposes of this Article, "classifications" shall be defined as: secretary; driver; instructional/teacher assistant; video tape technician; custodian; print shop operator; secretary aide; bus aide; and bus maintenance aide.
2. Unit seniority shall be defined as the length of continuous service with the district as a member of the bargaining unit. Accumulation of unit seniority shall begin on the bargaining unit member's hire date, defined as the date of board action to employ, or first work date, whichever occurs first. In the event more than one member has the same hire date, position on the unit seniority list shall be determined by the date of first serving the district as a substitute employee. If none of the members previously served the district as a substitute employee, position on the unit seniority list shall be determined by drawing lots.
3. Classification seniority shall be defined as the length of continuous service within the classification in which the bargaining unit member is presently serving. Members hired into their present classifications shall have the same relative positions on the classification seniority list as on the unit seniority list. Members who voluntarily transfer into a classification from another, shall be placed on the classification seniority list according to their first day of service in the classification, provided that if multiple transferees begin work in a classification on the same date, they shall have the same relative positions as on the unit seniority list.
4. Unit seniority shall be lost by a bargaining unit member upon termination, resignation, or retirement. An employee who voluntarily transfers to a new classification shall lose classification seniority in the previous classification, but maintain unit seniority. An employee who transfers to a non bargaining unit position shall retain seniority and the right to return to the previously held position for a period of 6 months.
5. An employee involuntarily transferred to a different classification shall have the same classification seniority as earned in the last previous classification.
6. The employer shall annually provide the association a current seniority list.

B. LAYOFF

1. The Board shall not arbitrarily initiate a lay-off or cutback in hours. The Board shall have some basis for initiating a lay-off or cutback in hours such as, but not limited to, reduction of program or service level when economic, financial, or educational needs of the district dictate.
2. Except in the event of an emergency, no bargaining unit member shall be laid off or reduced in hours unless he/she has been given forty (40) days written notice. It is understood that other provisions of this Agreement shall control the reduction of hours of bus drivers.
3. In the event of a necessary reduction in work force, the employer shall identify the specific position(s) to be eliminated and shall identify the bargaining unit member(s) in the affected classification(s) with the least amount of classification seniority and those bargaining unit members shall be laid off.
4. A bargaining unit member whose position has been eliminated due to reduction in the work force or who has been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) which is held by a bargaining unit member with less classification seniority. A teacher assistant's right to assume the position of an instructional assistant shall be contingent upon his or her ability to satisfy Michigan Department of Education Administrative Rules for Special Education requirements for instructional aides.
5. If a bargaining unit member is working in more than one classification and his/her hours are eliminated in one classification, he/she may only bump in that classification.
6. For the purpose of reduction in personnel, lay-off, and recall, a bargaining unit member working in more than one classification shall be deemed to be assigned to all those classifications.

STATUS WHILE ON LAY-OFF

1. A laid-off bargaining unit member shall, upon application, be granted priority status on the substitute list according to seniority.
2. It shall be the bargaining unit member's responsibility to keep the Board notified of their current mailing address.
3. Bargaining unit members on lay-off shall accrue both unit and classification seniority during the period of lay-off.

4. A bargaining unit member who is laid-off at the end of a school year and paid unemployment compensation benefits during the summer immediately following the lay-off and who is subsequently recalled to employment at the beginning of the next school year shall be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate shall be equal to the rate of salary he/she would have earned for the school year had he/she not been laid-off.

RECALL

1. Laid-off bargaining unit members shall be recalled in order of unit seniority in their respective classification(s), with the most senior being recalled first.
2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.
3. Bargaining unit members recalled to employment providing at least as many hours a week as were being worked at the time of lay-off, are obligated to take such work. A bargaining unit member who declines recall to such work shall forfeit rights to recall.
4. Upon request, a bargaining unit member shall be granted a delay, not to exceed 5 days from receipt of recall notice, in reporting to work. The employer may temporarily fill the position during the delay.
5. Other provisions notwithstanding, the expiration of two (2) years from the beginning date of the following school year after lay-off shall terminate all rights to recall.

ARTICLE XI

TRANSPORTATION/DRIVERS

- A. Bus routes shall be established, modified and assigned with the goal of minimizing student riding time, and in accordance with the following procedures:
1. Routes shall be established by the District at the beginning of each school year. The starting time, preliminary routing, number of students and estimated time of the route will be provided. Knowing this, drivers shall select routes on the basis of seniority (the most senior driver selecting first).
 2. On the second Wednesday of January, the District shall inform each driver of the actual driving time of all drivers for the previous four weeks driven. Knowing this, drivers shall again select routes on the basis of seniority the next day. Actual changes in routes shall take place the first day of the next pay period.
 3. Extended school year route time (i.e. serving programs beyond the 180 day regular school year) shall be estimated by the District one week previous to such extensions. Knowing these estimates, drivers shall select routes based on seniority.
 4. During the period between bidding, effort shall be made to spread any permanent reduction in routes proportionately among multiple routes. It is realized that there are temporary variations that can occur because of student attendance patterns. Further, special purpose routes (i.e. single, county-wide routes transporting students to the same location) are excluded from this provision.
- B. Non-regular extra driving will be offered to drivers on a rotation basis. However, this provision shall be subject to the following limitations:
1. Driving necessitated by bus maintenance or repair shall be excluded. If the District does choose to assign such responsibilities to drivers, it shall be done according to their position on the rotational list.
 2. If a need for an extra run arises unexpectedly during the work day and driver scheduled for rotation is not on the premises, the supervisor may choose from these drivers who are on the premises according to the rotation list.
 3. Drivers who have accumulated "make up time" to work because of Act of God Days shall have the opportunity

for extra driving, according to their position on the rotational list, before other drivers. (This preference will not apply if the extra trip would exceed the make up time by more than three hours).

4. Drivers shall not be assigned extra driving if it is reasonably expected to interfere with their regular run unless the estimated time of the extra run is more than 150% of the run with which it conflicts. In cases where the extra run exceeds the regular run by more than 150%, the District shall have the option of assigning the driver to the extra run or paying the driver the difference between 150% of the regular run and the actual driving time of the extra run.
- C. Drivers shall be paid actual driving time, as recorded by a time clock.
- D. Whenever a driver is asked to switch routes with a substitute driver, the regular driver shall be paid for the time of the route driven, or their regular route time, whichever is greater.
- E. Drivers and Bus Aides may be assigned student supervisory functions during field trips and similar extra trips at the discretion of the administration. Notice of such functions shall be included when the extra trip is offered.
- F. Time cards submitted by drivers shall not be changed without explanation to the driver. It is understood that if the change does not conform to the terms of the agreement, any loss of pay shall be subject to the grievance procedure.
- G. Bus drivers shall be paid for 20 minutes per day for time spent for the following purposes: vehicle refueling, morning vehicle pre-check, and checking for messages. In addition, drivers shall be paid an additional one hour per week (for weeks with at least 3 workdays) for washing and cleaning the bus for which they are responsible.
- H. The work year of all drivers shall commence with the opening of the school year. Drivers shall be paid an initial paycheck based on an estimate of their driving time during the first pay period of their work year. Thereafter, drivers shall be paid for the hours actually worked during the pay period previous to the one during which a paycheck is issued. The initial pay shall be deducted from the amount earned during the last pay period of the work year, or if the latter is insufficient, from the amounts earned during the last two or three pay periods of the work year.

Drivers shall also have the right to determine, at the beginning of the school year, an amount of net income to be withheld from each paycheck, which will be paid to them

before July 1st. This amount can be changed the Monday following the second Wednesday in January. Further, drivers may request, if done timely, that the amount not be withheld from particular pays.

- I. When a bus route vacancy occurs at least 20 days from the next driver bidding period and is a result of bus driver resignations, termination or approved leave of absence scheduled to extend beyond the next driver bidding period, said bus route vacancy will be offered to existing, regularly employed drivers according to seniority. If an existing regularly employed driver claims the vacancy as described above and this creates an additional bus route vacancy, this additional vacancy may be filled by the District without regard to the process described above.

ARTICLE XII

RETIREMENT

- A. Ordinarily, an employee shall not be offered employment for any year following his/her seventieth (70th) birthday.
- B. An employee may continue to be employed on an annual basis after the age of seventy (70) upon recommendation of the Superintendent and approval of the Board of Education.

ARTICLE XIII

REIMBURSEMENT FOR CERTAIN PERSONAL PROPERTY

The Board will reimburse employees for actual cost of repair/replacement of dentures, contact lenses and eyeglasses that have been damaged as a direct result of the employee's work performance with the District. Further, the District will reimburse the employee for costs needed to replace clothing damaged by students (maximum reimbursement \$60 per incident). The District will also reimburse employees for personal (non-clothing) articles damaged by students when, in the opinion of the Supervisor, such personal articles were needed by the employee to perform the job assignment. However, the employee's supervisor will investigate such occurrences and will have determined that the employee was in no way responsible for the loss/damage. Regardless of the outcome, the District's decision will be final and will not be the subject of any grievance.

ARTICLE XIV

NEGOTIATION PROCEDURES

- A. In the event the salary schedule or any other of the provisions contained in this Agreement are opened for negotiations as provided in other sections of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon such provision. The parties agree to meet no earlier than seventy-five (75) days prior to the reopening of a provision of this Agreement or the termination of this Agreement nor later than sixty (60) days prior to the reopening of a provision of this Agreement or the termination of this Agreement for the purpose of entering into negotiations.

- 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. No final Agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association. 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 Board desires to meet during the working hours, a maximum of three employees, who have been elected to the bargaining team, will be paid their regular hourly wages and not have those hours deducted from the sick or personal leave time.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Definition:

A grievance shall be defined as a claim of the mis-application or violation of this Agreement or any written supplemental Agreements.

B. Limitations:

The following matters shall not be grievable beyond Step 4 of the procedure:

1. Any matter which is prescribed by law or state regulation, or over which the Board is without power to act.
2. Dismissal of probationary employees.
3. Provisions of insurance contracts or policies.
4. Board prerogative.

C. Procedure:

It is agreed that the time limits specified will be adhered to unless extended by mutual agreement.

Step 1

The employee shall first discuss the grievance orally with the person charged with his/her immediate supervision.

Step 2

In the event the aggrieved employee is not satisfied with the disposition at Step 1, the grievant shall reduce the grievance to writing and submit it to his/her Program Director within ten (10) working days of the alleged occurrence. The written grievance shall be specific and contain a statement of the facts upon which the grievance is based and shall refer to the articles and sections of the Agreement which have been allegedly misapplied or violated and shall state the relief requested and must further bear the name of and be signed by the employee or employees involved/or the Association. Such written grievance may be prepared with the aid of an Association representative. The Program Director with whom the grievance has been filed shall within ten (10) working days give an answer in writing

to the grievant or the Association. The grievance shall be filed on the attached form.

Step 3

In the event the aggrieved employee is not satisfied with the disposition at Step 2, the grievant shall transmit the grievance in writing to the Superintendent within five (5) working days of the answer at Step 2. The aggrieved employee may also schedule an appointment with the Superintendent and personally discuss the grievance. The Superintendent shall have ten (10) days from receipt to answer the grievance. Grievances in which the Superintendent is the employee's immediate supervisor shall be initiated at this step.

Step 4

In the event the aggrieved employee is not satisfied with the disposition at Step 3, the grievant shall transmit the grievance in writing to the Secretary of the Board of Education within five (5) working days of the answer at Step 3. The Board shall consider the grievance within forty-five (45) days of receipt of the grievance by the Secretary of the Board. The aggrieved employee may appear before the Board and may have the assistance of an Association representative in the presentation of the grievance. The Board shall prescribe such procedures for the hearing as it may deem appropriate. The Board shall issue its final determination of the grievance no later than fifteen (15) days following the hearing.

Step 5

1. Individual employees shall not have the right to process a grievance at Step 5.
2. If the Association is not satisfied with the disposition of the grievance at Step 4, 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 in accordance with its rules.
3. Neither party may raise a new defense or issue at Step 5 not previously raised or disclosed at other written steps. Each party shall submit to the other party not less than one (1) week prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be presented at the hearing and hold a conference at that time in an attempt to settle the grievance.

4. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
5. The arbitrator shall have no power to:
 - a. Subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. Establish salary schedules or change any salary except in accordance with the schedules attached hereto.
 - c. Change any practice, policy or rule of the Board of Education or substitute his or her judgement for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - d. Decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall construe the Agreement so that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - e. Interpret state or federal law.
 - f. Hear any grievance barred by other provisions of this Agreement.
 - g. Hear any matter involving employee evaluation unless it is used as the basis of employee discipline.
6. After a case has been submitted to the arbitrator, it may not be withdrawn by either party except by mutual consent.
7. 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 taken to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

8. More than one grievance may not be considered by the arbitrator at the same time except upon mutual written consent.
 9. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall assume its own cost of representation, including witness fees.
- D. 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.
 - E. The Association 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.
 - F. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.
 - G. 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.
 - H. 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 for earlier than thirty (30) days prior to the date on which the grievance is filed.
 - I. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned. From that amount will be deducted any compensation received which was made possible by the dismissal or reduction of hours (e.g. unemployment compensation).
 - J. 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.

ARTICLE XVI

DURATION OF AGREEMENT

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligation of and restrictions imposed upon the Board and the Association.

This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Board and the Association. 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.

- B. If any specific provision of this Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.
- C. 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 areas 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 Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters 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. The Board shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment to this Agreement concerning such subjects or matters.

- D. This Agreement shall become effective July 1, 1990 upon ratification by a majority of the Board and the membership of the Association and shall continue in effect through June 30, 1993 at which time it will terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ARTICLE XVII

MISCELLANEOUS

A. SEVERANCE PAY

Up to 350 accumulated sick hours shall be compensated to bargaining unit members who retire under the Michigan School Employee Retirement System after serving the district for at least fifteen (15) years. Compensation shall be paid at the end of the school year in which the member retires from the district at the rate of \$2.00 for each hour.

B. ROTATION OF TEACHER AND INSTRUCTIONAL ASSISTANTS

If a Teacher or Instructional Assistant who has been in the same position for two (2) years requests consideration for reassignment to another position within the classification, the Board shall consider this an application for any such position that opens and shall be considered with other applications for an open position.

C. TRANSFERS

The parties agree that employee transfers are sometimes beneficial, and sometimes disruptive. Involuntary transfers shall be preceded by a meeting of the potential transferee and supervisor, at which transfer reasons shall be specified and any proposals which would make the transfer unnecessary shall be considered.

D. JOB DESCRIPTIONS

A committee of bargaining unit members and administrators will review all proposed job descriptions and changes in job descriptions and, if necessary, make recommendations to the Board of Education.

E. "ACT OF GOD DAYS"

The following provisions shall apply to the "Act Of God" days (i.e. those days on which work stations are closed because of conditions beyond the District's control).

1. TEACHER AND INSTRUCTIONAL ASSISTANTS, GREENFIELD SCHOOL SECRETARY AND DRIVERS AND BUS AIDES ASSIGNED TO SPECIAL PURPOSE ROUTES

- a. The first two (2) such days shall not be rescheduled. Employees shall be entitled to their regularly scheduled pay provided they report to the work station and remain until the end of the work day or until dismissed by the Supervisor. If

an employee is unable to report for work or does not work all of the regularly scheduled time, arrangements shall be made to "make up" the lost time.

- b. After two (2) such days, employees shall not report to work and the days shall be rescheduled by the District. Employees shall receive their regularly scheduled pay, but shall not be compensated for working the rescheduled days.

2. CENTRAL OFFICE EMPLOYEES, CUSTODIANS AND BUS MAINTENANCE PERSON

Employees shall work regularly scheduled hours unless the central office is closed. If the central office is closed, employees shall receive their regularly scheduled pay.

3. DRIVERS AND BUS AIDES ASSIGNED TO GENERAL PURPOSE ROUTES

- a. During closing of all program destinations of a route, the employee's work schedule and pay shall be governed by the provisions of sub section #1 above (i.e. Teacher Aide Instructional Assistants etc.).

- b. During closing of a single program destination of a route, the following provisions shall apply:

- (1.) The first two (2) such days shall not be rescheduled. Employees shall be entitled to pay for two-thirds of the lost time, provided they "make up" two-thirds of the lost time. The next work day during which none of the programs are closed shall be used as the basis for determining the amount of lost time.

- (2.) After two (2) such days, employees shall not be paid for the lost time and the days shall be rescheduled by the District. Employees shall be paid for the actual time worked on the rescheduled days.

4. ALL EMPLOYEES

- a. Employees who are scheduled to work 230 days per year shall have the right to refuse work on days which are rescheduled during "Spring Vacations" or "Summer Vacations" scheduled for Greenfield School, but compensation shall be thereby

forfeited for such rescheduled days and the original days they replace.

- b. When a program (such as TMI, Preschool, SMI, etc.) or a work station is not going to open at the regular time, the employees in such programs or work stations will be expected to report for work at their regular time and will be paid from that time unless there is pre-notification in the usual manner given to the employee not to report until a "later specified time." In this case, the employee will be paid from the later specified time.
- c. "Make Up" work shall be worked within 45 days of the lost time, or by the May 15th, whichever occurs first, or the time and pay shall be forfeited. Work needs, employee convenience and availability of supervision shall be considered in scheduling make up work.

F. NECESSARY TRAINING

Before being asked to perform personal care or treatments to a student, employees will be given necessary inservice or training on the procedure from a person that the District feels has an adequate background and is skilled in the procedure.

G. SECRETARIES WORK ASSIGNMENTS

Secretary work assignments will be evaluated annually and at such other times as the Board deems necessary. Secretaries will have the right to refuse work on Christmas Eve day.

H. STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

When it appears the presence of a student in the classroom or on a bus presents a disruptive or physical hazard, the employer shall be notified immediately. Immediate action will be taken to protect the physical safety of the student, other students, and the staff.

Any case of assault and/or battery upon a staff member while acting in the scope of his/her employment should be promptly reported to the Board or its designated representative. The Board shall, upon request, provide legal counsel to advise the staff member of his/her rights and obligations with respect to any such assault and/or battery and shall provide such legal and other necessary representation and assistance as may be required in connection with incidents arising out of a staff members efforts at self defense against an attack on him/her. The employer shall promulgate rules and regulations setting forth the procedure to be utilized in

disciplining, expelling or suspending students for misbehavior.

I. DRESS

Recognizing that different job assignments require different styles of clothing and that bargaining unit members represent the District through their appearance, it is expected that bargaining unit members will exercise good judgement regarding choice of dress.

ARTICLE XVIII

WAGES AND INSURANCE

- A. Wages of the members of the bargaining unit are set forth in Schedule A attached hereto and incorporated in this Agreement.
- B. Insurance benefits for the members of the bargaining unit are set forth in Schedule B attached hereto and incorporated in this Agreement.
- C. When a bargaining unit member is placed in a temporary, substitute position which is the same classification as the bargaining unit member's regular assignment, the bargaining unit member will be paid the same wage rate as he/she is paid in the regular assignment.

SCHEDULE A

HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT

Salary Schedule for Support Staff
(Hourly Rates)

	1990-91		1991-92		1992-93	
	A	B	A	B	A	B
0	8.37	6.65	8.87	7.05	9.40	7.47
1	8.63	6.84	9.15	7.25	9.70	7.69
2	8.93	7.05	9.47	7.47	10.04	7.92
3	9.17	7.25	9.72	7.69	10.30	8.15
4	9.43	7.46	10.00	7.91	10.60	8.38
5	9.71	7.67	10.29	8.13	10.91	8.62
6	9.99	7.90	10.59	8.37	11.23	8.87
7	10.29	8.23	10.91	8.72	11.56	9.24

A. Video Tape Technicians, Instructional Assistants, Teacher Assistants, Bus Drivers, Secretaries, Custodians and Print Shop Operators

B. Secretarial Aides, Bus Aides and Bus Maintenance Aides.

1. The wages contained in Schedule A shall be applied retroactively to July 1, 1990, and calculated according to the methods of pay set forth in this Agreement. The difference between the amount retroactively calculated and the amount already paid to the employees, for the period of July 1, 1990 to the implementation of the new wage schedule, shall be paid to the employee as retroactive pay. The wage rates contained in Schedule A shall remain in effect through June 30, 1993.

2. Employees will be paid on the basis of an hourly rate and the number of hours worked during the bi-weekly pay period. The Board will determine the number of hours to be worked during the pay period based on the needs of the Intermediate School District. Seven (7) hours per day and thirty-five (35) hours per week and seventy (70) hours per bi-weekly pay period will be considered full-time.

If the employee commences a work week that employee will be entitled to work the number of hours in the anticipated work week provided to the employee. Student holiday, vacation periods, and emergency closings of the services and programs of the Intermediate School District or any part thereof, shall be automatically deducted from the anticipated work week for the purposes of this provision. Employees, other than drivers, may choose to receive an estimated pay based upon the stated hourly rate times the anticipated hours of that employee in the work year divided by twenty six (26) or twenty seven (27) pay periods, provided that such employee shall not receive estimated pay in excess of pay based upon actual hours worked in the work year. An employee choosing the estimated pay period shall begin receiving pay at the end of the first two week pay periods worked.

3. Both the Board and the Association recognize that due to temporary excessive service demands or unforeseen circumstances work beyond the normal work day may be necessary. The Board may direct an employee to work beyond the normal work day. Such employee will be granted either an equal amount of time as compensatory time or paid the normal hourly rate as overtime, provided that when the wage and hour laws require, the Board shall grant such employee either an equal amount of time as compensatory time calculated at the required overtime rate or pay the required overtime rate. It is understood that every attempt will be made by the Board to give the employee advance notice of the need for work beyond the work day. Both the employee and his or her supervisor shall consider the needs of the district and the desires of the employee and attempt to schedule the use of compensatory time as soon as possible. Any compensatory time which is not used by the end of the employee's work year shall be reclassified as personal leave time; provided further that such personal leave time shall not be subject to the limits on accumulation or purpose imposed by Article VII, Section C.
4. The Board may allow up to a maximum of four (4) years experience on the wage schedule for similar work experience or education background. Employees must work for one year at a salary step to be advanced to the next higher salary step.
5. The Board shall have the right to hire employees under any federal program and pursuant to the

provisions of law be permitted to pay the wage rate allowed.

6. Those employees who only work the student year shall be considered in the continuous employ of the Board for the remainder of the contract year in which they worked for the purposes of this Agreement.
7. No employee shall be required to work more than 1631 hours or fifty (50) weeks per contract year. An employee may request more than 1631 hours or fifty (50) weeks and the Board may then offer and upon acceptance by the employee, require fulfillment of the assigned hours.
8. No employee shall be required to wait longer than four (4) weeks for his/her initial pay. Every attempt shall be made to arrange a data processing procedure which would shorten this period.
9. Hours worked by Instructional Assistants

The Board recognizes the need for inservice training and preparation time for instructional assistants; and further, recognizes the need for instructional assistants to participate in student staffing.

Instructional assistants will be paid for any time spent in inservice training, preparation and student staffing when such time is approved in advance by the Superintendents/delegate.

When the request for additional time is granted, a weekly time sheet will be used and initialed by the employee's immediate supervisor, signed by the employee and turned in to the bookkeeping department. Payment will be made monthly.

10. When an instructional/teacher assistant works in a classroom when the teacher or another assistant assigned to the classroom is absent a minimum of three hours, and the absent employee is not replaced by a substitute despite a remaining aide's request for a substitute, the remaining aide(s) shall be paid time and a half for the period of the absence.

SCHEDULE B

INSURANCE

- A. 1. An anticipated work year shall be established for each position prior to the opening of the school year. If a position is created after the opening of the school year, for fringe benefit entitlement purposes, an anticipated work year shall be constructed as if the position existed at the opening of the school year.

Payment of fringe benefits shall occur during the period September 1st - August 31st. Entitlement to fringe benefits shall accrue during the twelve month period commencing with the opening of the school year. Each regular employee scheduled to work a minimum of 1080 hours during the entitlement period shall receive full fringe benefits. Regular employees scheduled to work less than this minimum shall be entitled to prorated fringe benefits according to the following:

<u>SCHEDULED HOURS</u>	<u>FRINGE BENEFIT ENTITLEMENT</u>
810 Hour Minimum	75%
540 Hour Minimum	50%
270 Hour Minimum	25%

Fringe benefit entitlement of employees who are hired, or return from an unpaid leave of absence, after the opening of the school year shall be established on the basis of the anticipated work year for the position (i.e. until September 1st, the employee shall receive the same monthly fringe benefits as the employee would have if he or she had begun work at the beginning of the anticipated work year for the position).

2. Once fringe benefit entitlement is established, changes shall only occur upon:
- a) The first Monday following the second Wednesday in January or change of employee classification. In these cases, new estimates of scheduled work shall be made to reestablish entitlement and modification of benefits shall be implemented at the next insurance premium due date. Changes in entitlement shall be prospective only.
 - b) Placement upon unpaid leave. In these cases, 1/20th of the employee's entitlement for a particular month shall be forfeited for each scheduled work day the employee is on leave during that month. Employees not scheduled to work during July and August who take more than 10 days unpaid leave shall also have their July and August entitlement reduced by a percentage

equal to the percentage total leave time is of the employee's scheduled work year.

3. Full fringe benefits shall be defined as follows:

a) Health Care Option A:

The Board shall provide Blue Cross/Blue Shield health insurance coverage MVF-1 with riders D-45, ML, IMB, SA, FC, OB, SD, \$2 prescription card, and Option 4 to the members of the bargaining unit, and their eligible dependents as defined by Blue Cross/Blue Shield, who desire such coverage, provided that the cost of such coverage shall not exceed the rate for "full family" coverage. The Board shall have the right to contract with an alternative insurance carrier who can provide substantially comparable health insurance.

b) Health Care Option B:

For members who do not elect Health Care Option A, the Board shall pay, in behalf of members who desire such benefit, \$270.00 per month, to be applied to non-taxable insurance options or annuities offered by companies approved by the Board. This monthly payment shall be increased to \$286.20 on July 1, 1991 and to \$303.37 on July 1, 1992.

c) Health Care Option C:

Any member who elects Health Care Option A protection which costs less than the amounts specified in Health Care Option B shall receive the difference in accordance with the provisions of Option B.

d) Dental Care:

The Board shall provide Delta Dental Plan E-007 including internal and external coordination of benefits (cob) for all bargaining unit members and their eligible dependents as defined by Delta.

e) Vision Care:

The Board shall provide MESSA Vision Service Plan 2 for all bargaining unit members and their eligible dependents as defined by MESSA.

B. The Board shall provide professional liability insurance for all members of the bargaining unit.

- C. The insurance benefits provided herein shall begin on the first date acceptable to the respective carrier after the employee has begun actual employment and completed all necessary forms. The benefits shall terminate on the last day of the insurance month following the employee's termination, or transfer to unpaid leave, unless the employee's work year has been completed, in which case benefits shall continue until August 31st. Termination of benefits shall be further governed by the provision of PL 99-272.
- D. Notwithstanding the provisions of this section, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.
- E. The Board, by payment of the premium payments required to provide the coverages set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted for any reason, shall not result in any liability to the Board of Education or the Union, nor shall such failure be considered a breach of any obligation by either of them.
- F. Employees shall notify the Board as soon as possible of any change in family composition which effects health insurance premiums. Employees shall reimburse the Board for any portion of health insurance premiums it unnecessarily paid because they failed to provide notice within 30 days that their family size decreased.

GRIEVANCE REPORT FORM

HILLSDALE ISD MESPA

Distribution of Form

1. Superintendent
2. Program Director
3. Association
4. Employee

Submit to Program Director in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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Step I- Discussion of complaint with immediate supervisor must be within 2 working days of incident.

Step II-Present in writing to the Program Director within 10 working days of alleged occurrence.

A. Date Cause of Grievance Occurred _____.

B. Statement of Grievance (Be specific and list article and sections of the Agreement that have been violated.)

Relief Sought _____

Date Discussed with Immediate Supervisor _____.

Signature & Date

C. Decision by Program Director (Must be within 10 working days of initiating Step II.)

Signature & Date

D. Position of Grievant and/or Association _____

Signature & Date

Step III

A. Date Received by Superintendent or Designee _____

B. Decision of Superintendent (Supt. has 10 days from receipt) _____

Signature & Date

C. Position of Grievant and/or Association _____

Signature & Date

Step IV

A. Date Received by Board of Education or Designee (Must be received by the Board within 5 working days of receipt of Superintendents decision) _____

B. Disposition by Board (Must consider grievance within 45 days and then has 15 days to make final determination)

Signature & Date

C. Position of Grievant and/or Association _____

Signature & Date

If additional space is needed, attach an additional sheet.

Step V

A. Date Submitted to Arbitration (Must be within 10 days of Board's Decision) _____

B. Disposition & Award of Arbitrator _____

Signature & Date

If additional space is needed, attach an additional sheet.

The Hillsdale County Intermediate School District complies with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Hillsdale County Intermediate School District that no person on the basis of race, color religion, national origin or ancestry, age, sex, marital status, or handicap shall be discriminated against, excluded from, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which the District is responsible.

