

Master Agreement

Between the
Harbor Springs Board of Education
And the
**Harbor Springs Educational Support Personnel
MEA/NEA**

2009-2010

2010-2011

2011-2012

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TABLE OF CONTENTS

ARTICLE 1-----3
AGREEMENT-----3

ARTICLE 2-----3
PURPOSE-----3

ARTICLE 3-----3
RECOGNITION-----3

ARTICLE 4-----4
INDIVIDUAL CONTRACTS-----4

ARTICLE 5-----4
MANAGEMENT RIGHTS-----4

ARTICLE 6-----4
UNION RIGHTS AND SECURITY-----4

ARTICLE 7-----5
WORKING CONDITIONS-----5

ARTICLE 8-----7
ASSOCIATION DUES, SERVICE FEES & PAYROLL DEDUCTIONS-----7

ARTICLE 9-----8
EMPLOYMENT STATUS DEFINED-----8

ARTICLE 10-----8
GRIEVANCE PROCEDURE-----8

ARTICLE 11-----10
VACANCIES, TRANSFERS AND PROMOTIONS-----10

ARTICLE 12-----12
SENIORITY-----12

ARTICLE 13-----13

<i>LAYOFF AND RECALL</i> -----	13
ARTICLE 14 -----	14
<i>COMPENSATION</i> -----	14
ARTICLE 15 -----	15
<i>RETIREMENT</i> -----	15
ARTICLE 16 -----	15
<i>HOLIDAYS</i> -----	15
ARTICLE 17 -----	16
<i>PAID LEAVES</i> -----	16
ARTICLE 18 -----	18
<i>UNPAID LEAVES</i> -----	18
ARTICLE 19 -----	18
<i>SEVERABILITY</i> -----	18
ARTICLE 20 -----	19
<i>NEGOTIATIONS PROCEDURES</i> -----	19
ARTICLE 21 -----	19
<i>NO STRIKE CLAUSE</i> -----	19
ARTICLE 22 -----	20
<i>DURATION</i> -----	20
ARTICLE 23 -----	21
<i>EMPLOYEE RIGHTS</i> -----	21
ARTICLE 24 -----	21
<i>EMPLOYEE JOB DESCRIPTIONS AND EVALUATIONS</i> -----	21
SCHEDULE A -----	23
<i>SALARY SCHEDULE</i> -----	23
SCHEDULE B -----	25
<i>BENEFITS</i> -----	25
LEAD CUSTODIAN -----	26

ARTICLE 1
AGREEMENT

- 1.1 This Agreement is entered into effective July 1, 2009, by and between the Harbor Springs Board of Education, hereinafter called the "Employer" and the Michigan Educational Association/NEA, hereinafter called "MEA/NEA" or the "Union", through the local affiliate.

ARTICLE 2
PURPOSE

- 2.1 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- 2.2 The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, letter of understanding, rule, or regulations of the parties, which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3
RECOGNITION

- 3.1 Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Act of 1965, as amended, the Employer does hereby recognize the MEA/NEA as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other conditions of employment for the term of the Agreement of all employees of the Employer included in the bargaining unit described below:
All full-time and regular part-time employees including secretaries, cooks, bus drivers, aides, custodians; excluding the superintendent's secretary and bookkeeper, supervisors, and all others.
- 3.2 Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all members of the above defined bargaining unit.

ARTICLE 4
INDIVIDUAL CONTRACTS

- 4.1 Any individual contract between the Employer and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 5
MANAGEMENT RIGHTS

The Union recognizes that the Employer has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law.

The exercise of these powers, rights, authority, duties, and responsibilities by the Employer and the adoption of such rules and regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 6
UNION RIGHTS AND SECURITY

The Union shall have, in addition to rights provided by statute, the following rights.

- 6.1 With the Employer's, or its designate, approval special conferences for important matters will be arranged between the Union President and/or their designate.
- 6.2 The Union shall be provided with bulletin boards, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union materials.
- 6.3 With the Employer or its designate's approval, the Union shall have the right to use school facilities for meetings and school equipment, including typewriters, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such use does not interfere with normal school operation. The Union shall pay the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment as determined by school policy.

- 6.4 With the Employer's approval, or its designate, duly authorized representatives of the State and National levels of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations.
- 6.5 The Employer agrees to furnish to the Union, in response to written request, all available public information required by law which will aid collective bargaining and contract administration.
- 6.6 Upon written authorization from the employee, the Employer shall deduct from wages/salary of the employee and make appropriate remittance for authorized Union dues and/or voluntary contributions to NEA-PAC, MEA-PAC. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon lists and information furnished to the Employer by the Association for the purpose of payroll deduction.
- 6.7 Three (3) paid Association days per contract year will be allotted for the Association President/designee to use for Association business. The Association will reimburse the District for necessary substitute service utilized during the President/designee's absence on these Association days. Said substitutes to be utilized only to do the work of the absent President/designee.
- 6.8 Each bargaining unit member who works the afternoon and/or night shift (3:00-11:00)/(11:00-7:00) will be allowed two hours of paid release time every other month for the purpose of attending Association meetings. The bargaining unit member will make arrangements with his/her immediate supervisor to make up work time used to attend Association Meetings.

ARTICLE 7

WORKING CONDITIONS

- 7.1 All employees who work seven (7) or more hours per day will be entitled to two (2) fifteen (15) minute relief break times. Any employee working less than seven (7) hours per day shall receive one (1) fifteen (15) minute relief period excluding bus drivers. The Employer will set the time for these relief periods.

All Employees who work seven (7) or more hours a day must take a lunch break for which they will not be paid, unless they are required to work during the lunch break. Custodians, because they are on call during their lunch break when school is in session, must work a straight eight (8) hours and will be paid for their lunch break. At all other times, they must take an unpaid lunch break. The Employer will set the time for lunch breaks as near to the middle of the work time as possible. This section is not to be applied so as to result in a reduction in hours worked. The Employer will set the time for lunch breaks. When an employee works the night shift (11-7), s/he shall not be required to take an unpaid lunch break.

- 7.2 The Employer shall reimburse the employee for the loss, damage, or destruction of personal property, which was used at the request of the Employer on school premises, when the loss, damage, or destruction was not the result of the employee's negligence.
- 7.3 No unqualified employee shall be required to dispense or administer medication.
- 7.4 Any employee shall be responsible to only one supervisor, said supervisor to be designated by the Employer at the beginning of each school year with written notification provided to each employee.
- 7.5 Pursuant to the Michigan Public Employment Relations Act, ACT 379 PA of 1965, the Employer hereby agrees that every employee employed by the Board of Education shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Employer or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 7.6 Each bargaining unit member shall have the right to review his/her personnel file and to obtain copies of any materials in the file.
- 7.7 The Employer will provide 3 uniforms to each employee when hired in a classification choosing to wear uniforms. Each year thereafter, the Employer will provide a NET uniform allowance of \$100.00. The style and color of uniforms must have the approval of the Employer, or its designate, before purchase. All employees in classifications choosing to wear uniforms shall be expected, and required, to wear them. Bus drivers will receive new hats.
- 7.8 The Association recognizes that the Employer may be required by law to provide certain "related services," for example changing diapers, clean intermittent catheterization (CIC) and tracheotomy cleaning, to students.
- When related services require expertise, the Employer will endeavor to provide the services via trained personnel. In no case, however, will a bargaining unit member be required to provide related services requiring expertise, unless the following conditions are met:
- 7.8.1 The member has received prior training in the procedure. Such training shall be provided at the Employer's expense, with compensation to the bargaining unit member for any overtime

required to receive training.

7.8.2. The Employer has obtained written permission from the student's parents and/or guardian(s) authorizing the procedure to be performed by a lay person with the level of training received by the bargaining unit member.

7.8.3 A witness must be made available upon request during execution of the procedure.

7.9 The parties recognize that certain transportation services and equipment are required to insure the safe maneuvering of special education and/or handicapped students boarding and unboarding transportation vehicles, and to insure the safe transportation of the students while on board transportation vehicles. The Employer agrees to provide lifts on any vehicles transporting wheelchair students, and seatbelts or other appropriate restraints for each student transported.

In the event the safety of the driver and/or passengers is compromised by the behavior and/or physical needs of the passengers, the driver may request a meeting with the transportation supervisor and principal to develop an appropriate behavior management plan, which may include a bus aide.

The Employer will provide bargaining unit members' information concerning their passengers' handicap and all information pertinent for student and passenger safety relative to transportation.

Employees who operate within state law and guidelines, and follow Employer established policies and procedures will be held harmless from any liability incurred in the transportation of special education students to and from school and school related activities.

7.10 The Employer shall equip each bus with a two-way communication device.

ARTICLE 8

ASSOCIATION DUES, SERVICE FEES & PAYROLL DEDUCTIONS

8.1 Any employee who is not a member of the Union in good standing or who does not make application for membership within 30 calendar days from the first day of active employment (or 30 calendar days from ratification of this 09-10 agreement) shall, as a condition of employment, pay a legally permissible service fee to the Union, provided however, that the employee may authorize payroll deduction for such fee in the same manner as provided elsewhere in this article (paragraph 8.5 below). In the event that an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Union, 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 as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

8.2 In the event of any legal action against the Employer brought in a court of administrative agency because of its compliance with the Article, the Union agrees to defend such action, at its own expense and through its own counsel.

The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and the Employer gives full and completed cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

- 8.3 The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
- 8.4 Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues in the Union as established by the Union. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA/NEA Constitution and By Laws. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- 8.5 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC, MEFSA contributions or any other plans or programs jointly approved by the Association and the Employer.

ARTICLE 9

EMPLOYMENT STATUS DEFINED

- 9.1 Three categories of employment exist:
 - 9.1.1 **Full-time:** An employee who is employed at least thirty (30) hours per week.
 - 9.1.2 **Part-time:** An employee who is employed less than thirty (30) hours per week.
 - 9.1.3 **Probationary:** An employee who is employed to fill full or part-time position for a trial period of sixty (60) work days.

ARTICLE 10

GRIEVANCE PROCEDURE

- 10.1 A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- 10.2 The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

10.2.1 The terminations of services of, or failure to re-employ, any probationary employee.

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

10.3 The terms "days" as used herein shall mean working days.

10.4 Written grievances as required herein shall contain the following:

10.4.1 It shall be signed by the grievant, grievants or Association.

10.4.2 It shall be specific.

10.4.3 It shall contain a synopsis of the facts giving rise to the alleged violation.

10.4.4 It shall cite the sections or subsections of this contract alleged to have been violated.

10.4.5 It shall contain the date of the alleged violation.

10.4.6 It shall specify the relief requested.

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

10.5 **Level One** - An employee alleging a violation of the express provisions of this contract shall, within ten (10) days of its alleged occurrence, orally discuss the grievance with the immediate supervisor in an attempt to resolve same.

10.5.1 If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing, then proceed within five (5) days of said discussion to Level Two.

10.6 **Level Two** - A copy of the written grievance shall be filed with the building principal or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of receipt of the grievance, the building principal or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative to discuss the grievance. Within five (5) days of the discussion the building principal or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant.

The aggrieved may meet without the Union representative present. The Union president must be notified in writing of the specific resolution regarding the grievance which occurs as a result of that meeting.

10.7 **Level Three** - If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant shall within five (5) days appeal same by filing such written grievance along with the decision of the building principal with the Superintendent. Within five (5) days the Superintendent or his designated representative shall meet with the grievant and a representative of the Union to discuss the grievance. No individual may process a grievance beyond this level. Within five (5) days of this discussion, the Superintendent shall render his/her decision in writing, transmitting a copy to the grievant and the Union. In the event the aggrieved is not satisfied with the disposition of his/her grievance at Level 3, or if no

decision has been rendered within five (5) days of the receipt of the grievance by the Superintendent, the grievance may be referred to the Employer. Within five (5) days of the receipt of the written referral to the Employer, it shall meet with the aggrieved party for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision by the Employer shall be rendered in writing within ten (10) days of this meeting.

- 10.8 **Level Four** - If the Union is not satisfied with the answer given at Level Three, it may, within ten (10) days, file for arbitration with the American Arbitration Association. The arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association, selection of the arbitrator shall be done according to rules of the American Arbitration Association. It is understood the arbitrator shall be limited as follows:
- 10.8.1 He/she shall not add to, subtract from, or modify any terms of this Agreement.
 - 10.8.2 He/she shall not set a rate of pay or wage.
 - 10.8.3 He/she shall not interpret any matter which claims a violation of law.
 - 10.8.4 All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source of a like nature during the period of back pay.
 - 10.8.5 The fees and expenses of the arbitrator shall be paid by the loser. The arbitrator is required to designate in his award the losing party for the purpose of payment of arbitration fees. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other.
 - 10.8.6 The discharge or discipline of a probationary employee shall be excluded from arbitration.
- 10.9 If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.
- 10.10 It is understood the Union reserves the right to withdraw a grievance at any step of the procedure without prejudice insofar as to the Union's position on future grievances, with different fact situations.
- 10.11 Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal to the next step of the procedure within the time which would have been allotted had the decision been timely given.

ARTICLE 11

VACANCIES, TRANSFERS AND PROMOTIONS

- 11.1 A vacancy shall be defined as an opening for a period greater than ninety (90) days in a classification previously held by a Bargaining Unit Member or a newly created position. No position shall be filled

until it has been posted five (5) working days, and shall be awarded ten (10) working days after the administration has determined to fill the position.

In filling vacancies that are across classifications: i.e., a bus driver applies for a custodian's position, the administration shall evaluate the credentials of the applicants to determine their ability to do the job. The most qualified applicant shall be awarded the position. If the bargaining unit member is deemed not to be qualified, s/he shall be given the reasons as to why s/he was not deemed the most qualified.

In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a twenty (20) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

- 11.2 When a vacancy occurs, the Employer will send a copy of the notice to the Union and a copy will be posted in each building. SUCH POSTING SHALL CONTAIN THE FOLLOWING INFORMATION: 1) TYPE OF WORK, 2) LOCATION OF WORK, 3) STARTING DATE, 4) RATE OF PAY, 5) HOURS TO BE WORKED, 6) CLASSIFICATION, 7) MINIMUM REQUIREMENTS. No employee should sign a job posting unless he/she is willing to assume the duties of the job as described in the job classification on file in the office of personnel.
- 11.3 The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations or for other emergency reasons. If the Employer determines that a rearrangement of staff or shift times is necessary for the efficient operation of the district, the Employer will post those positions and shift times. The support staff will have their choice of position based on classification seniority unless, in the judgment of the Employer or for good reason, a different assignment is necessary.
- 11.4 An employee's pay rate will not be reduced as a result of a temporary change in duties and may be raised if the temporary duties are in a different classification.
- 11.5 Any Bargaining Unit Member may request a transfer after satisfactory completion of the probationary period. When a position opens and is posted, those employees who desire to transfer may make written request to the administration.
- 11.6 Each individual paraprofessional shall be provided with a tentative assignment by the last day of each school year.

ARTICLE 12
SENIORITY

- 12.1 Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- 12.1.1. Employees moving from one classification to another shall retain seniority accrued in any other classification but may not transfer said classification seniority into the new classification assignment.
- 12.2 New employees hired into a bargaining unit position shall be considered as probationary employees until they have completed sixty (60) days of work in that classification. When an employee finishes the probationary period, he/she shall be entered on the seniority list by job classification of the proper unit and shall rank for seniority from the first day of his/her employment date with the district. There shall be no seniority among probationary employees.
- 12.3 A bargaining unit member will lose his/her seniority rights for the following reasons: resignation, discharge for just cause, failure to report to work within five (5) days after the Employer has notified the employee to return to work after a lay-off period, absence from work for more than three (3) days without notifying the Employer; retirement, or layoff for a continuous period of two (2) years.
- 12.4 The Employer shall prepare, maintain and post the seniority list. In April of each year the seniority list shall be prepared and posted conspicuously in all buildings of the district. The Union then has twenty (20) workdays to make any corrections. The amended seniority list shall then be considered final for that year.
- 12.5 The classifications listed shall be:
- 1) Secretarial/Clerical
 - 2) Bus Drivers
 - 3) Aides
 - 4) Custodial/Maintenance
 - 5) Cooks/Cooks Helpers
 - 6) Technicians
- Other classifications appropriate to the bargaining unit may be added.

ARTICLE 13
LAYOFF AND RECALL

- 13.1 In the event of a reduction of staff, the following procedure will be followed:
- 13.1.1 For purpose of layoff and recall, the employee's classification seniority will apply.
 - 13.1.2 Job elimination will be treated as layoff and the senior employee will be entitled to a position in their seniority classification (s), which is held by a less senior bargaining unit member.
 - 13.1.3 Laid-off employees will be given preference on the substitutes list according to seniority.
 - 13.1.4 Layoff will be according to seniority within the classification. The employee whose job is being eliminated will have the right to bump any less senior employee in the classification. That employee, in turn, shall bump a less senior employee in the classification, and so on, until the necessary reduction is achieved.
 - 13.1.5 Notice of layoff will be provided to the employee at least twenty (20) working days prior to the effective date of the layoff. At least five (5) days if the layoff is precipitated by a financial crisis.
 - 13.1.6 The local Union President will be provided a list of all bargaining unit members being laid off.
- 13.2 Laid off employees have the right to recall for a period of two (2) years from the effective date of the layoff.
- 13.3 When the working force is increased after a layoff, employees will be recalled in reverse order of layoff. Notice of recall shall be sent to the employee's last known address by registered or certified mail. If an employee fails to report for work within five (5) calendar days from the date of mailing of notice of recall or fails to notify the Employer within three (3) business days after receipt of recall notice of his/her intent to return to work, he/she shall be considered a quit. However, a bargaining unit member may refuse recall to a job that is less than equivalent to his/her previous position without losing recall rights.
- 13.4 Probationary employees will have no right to recall.
- 13.5 No new employee will be hired while another employee is on lay off, provided the laid off employee is qualified to perform the potential work. The Union may waive this requirement if they choose to do so.
- 13.6 In the event a bargaining unit position is partially reduced (i.e., a twelve month job reduced to eleven months of work) vacation days and holidays can be reduced but such reduction shall not occur earlier than one year from the date of the reduction of work year. Other fringe benefits will be maintained according to the contract.

ARTICLE 14
COMPENSATION

- 14.1 The basic compensation of each employee shall be as set forth in Schedule "A" of this Agreement.
- 14.2 Compensation will be paid at the regular rate for forty (40) hours worked in one week.
- 14.3 Upon approval of the Employer or its designate, time and one half will be paid for all hours over forty hours per week and double time for all work on Sunday, Holidays, and Saturdays provided that the work is not part of an employee's regularly scheduled work week, and provided further that the work is not the result of an emergency situation. Said emergency to be announced upon requesting the work. Holidays paid at triple time if paid by an outside group or groups.
- 14.4 Compensatory time shall be paid at the overtime rate as listed in 14.3 above. Compensatory time must be approved by the Superintendent.
- 14.5 Overtime shall be divided among employees within each classification and within their work area (i.e. the custodians from the middle school clean the high school gym; therefore, overtime work that is occurring in the high school gym will be given to the middle school custodians as a group and not just the custodian who cleans the gym). Overtime shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest classification seniority within that employee's work area. If all bargaining unit members in that work area refuse the overtime, it will be offered on a seniority rotation to classification bargaining unit members in other buildings. This rotation shall continue from year to year. If all bargaining unit members within the affected classification refuse the overtime following a second offer, the least senior bargaining unit member in that work area who is qualified to perform the work may then be required by the Employer to perform the overtime work. Overtime will be maintained by the principals of each school or a supervisor. Overtime will be offered to each bargaining unit member within their work area in rotation based on seniority.
- Overtime that is refused by a bargaining unit member will be charged on the appropriate classification overtime chart for the purposes of balancing the overtime. This does not apply to bus drivers. Bus drivers will bid extra trips according to seniority and rotation.
- 14.6 Step increases shall occur on July 1 of each year.
- 14.7 Ten (10) and eleven (11) month employees shall have the option of receiving their salary in either twenty-one (21) or twenty-six (26) installments, with the remainder paid the last payroll in June. These employees are required to submit their time cards bi-weekly, as has been past practice. Payroll will be adjusted bi-weekly except for the 26 pay employees. For them, all pay beyond regular wage

will be paid in a lump sum on the last payroll in June. Employees hired after September 1, 2009 shall not have the twenty-six (26) installment option.

- 14.8 When an employee is called to work at a time that is not his/her regularly-scheduled work time, the employee shall be paid for all time worked or two hours minimum, whichever is greater.
- 14.9 On in-service days, bargaining unit members may work at job-related duties upon employee request and with administrative approval and receive their regular rate of pay. If an employee chooses not to work, he/she shall receive no pay. Drivers shall receive \$12 per hour and mileage for personal vehicles for transportation in-service meetings.
- 14.10 The Employer will pay the renewal cost for certification for certified technicians currently under contract.
- 14.11 The Employer will pay the full cost of training for courses related to an employee's job if the administration pre-approves the course and expenses.
- 14.12 Employees who attend staff meetings and/or serve on committees shall receive their regular rate of pay for time spent in those activities, if their supervisor requests the employee to attend.
- 14.13 Paraprofessionals will be scheduled for a minimum of one (1) hour per work day.

ARTICLE 15 RETIREMENT

- 15.1 An employee who retires in accordance with the Michigan Public Schools' Employee Retirement program will be paid a stipend calculated at a rate of \$15.00 per unused sick day, accumulated at the time of retirement. If an employee retires at a time other than the end of the school fiscal year, then the employee will accumulate the current year's sick days at the rate of one day per full calendar month worked.

ARTICLE 16 HOLIDAYS

- 16.1 All twelve (12) month employees shall have the following days off with pay: Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, Good Friday (1/2 day), Memorial Day, and July 4th.
- 16.2 All school year employees shall have the following days off with pay: Thanksgiving Day, the day after Thanksgiving, Christmas and New Year's Day, Memorial Day, Labor Day, and 1/2 day on Good Friday.

ARTICLE 17
PAID LEAVES

17.1 Each employee shall have twelve (12) sick days per year working five (5) days per week. Employees working less than five days per week will be entitled to a pro-rated number of days as follows: (This proration does not apply when the work week is consolidated as during the summer.)

Number of Days Worked		Sick Days Allowed
5	100%	12.00
4	80%	9.50
3	60%	7.25
2	40%	5.00
1	20%	2.50

Any unused sick days may accumulate from year to year to a maximum of one hundred fifty-five (155) days. These days may be used for personal illness or serious illness in the immediate family.

17.2 Each employee shall be granted a maximum of five (5) days paid leave for the death of a member of the immediate family. An employee may use up to one (1) day of sick leave for someone other than immediate family.

17.3 Each employee, shall be allowed an additional two (2) days paid leave for the purpose of conducting personal business which cannot be conducted during regular off duty hours. The request for use of these days must be made at least three (3) days in advance. Unused personal business days shall accumulate as sick days but shall not be allowed to cause the accumulated sick days to go beyond the maximum set forth in 17.1 above, including the additional days for that year. For example, in 1999-2000 the maximum accumulation is 155 days. In the case where an employee has accumulated 155 days, s/he will be entitled to 12 days of sick leave for the ensuing year. However, the employee cannot accumulate more than the 155 days (that year). Therefore, if the employee misses five (5) days, s/he will be entitled to those five (5) days of sick leave and his/her accumulated sick leave is still 155 days. If the employee misses 15 days that year, s/he loses the entitled 12 days for the year plus 3 days from his/her accumulated total. The employee now has 152 accumulated sick leave days. In the event more than two bargaining unit members apply for a personal leave day on one particular day, and if by having more than two bargaining unit members gone on the same day causes a hardship to the District, the superintendent shall have the right to refuse any personal leave days above two days already granted on a first come - first serve basis.

17.4 For the purpose of this provision, the immediate family shall be husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, brother and sister-in-law, son and daughter-in-law, grandparents and step family.

17.5 Vacations

17.5.1. Twelve month employees are entitled to one week (5 days) after first year, two weeks (10 days) after 2nd-5th year; three weeks (15 days) after 6th -14th year; four weeks (20 days) after fifteen (15) years and over. Any employee currently receiving more vacation days than this schedule allows, shall continue to receive those additional days. An employee is prevented from taking vacation in a back-to-back year situation; i.e., employee is entitled to 3 weeks vacation per school year. The employee cannot take 3 weeks in that school year -- like from June 9 to 28 and then say, 'we are into a new school year in July so I'm also taking 3 weeks for the new school year' and thus have 6 weeks vacation from June 9 to July 18. Vacation is earned on a prorated basis. For example, if an employee is entitled to 3 weeks vacation for the school year (July 1 to June 30), that employee earns vacation at the rate of 1 1/4 days per month ($1 \frac{1}{4} \times 12 \text{ months} = 15 \text{ days}$) and therefore, at the end of November the employee has 6 1/4 days vacation.

17.5.2 Ten (10) and eleven (11) month employees shall receive five (5) paid vacation days, upon completion of their third year, to be paid on the payroll, which falls previous to Christmas break..

17.5.3 Vacations must have the superintendent's, or his designate's approval.

17.6 Snow Days

When school is closed due to an Act of God, employees shall not have to report for duty and shall suffer no loss in compensation. If the Employer chooses to make up an Act of God day or time, then employees shall report for the makeup time without pay unless it would shorten the employees' work year; i.e., a secretary may have a work year of 205 days. If making up the Act of God reduces the year of 205 days then the secretary shall be given alternate work days so as to receive pay for the full 205 work day year. It is the parties' intent that any make-up day or time shall not shorten an employee's work year so as to reduce the pay.

When school is closed early due to an Act of God, employees shall be able to leave their job assignment with no loss of pay within one-half hour after students depart.

When school is started late due to an Act of God, employees shall report one-half hour prior to school starting.

Custodians or other employees who are called in to work on such days shall elect to receive compensation at 1.5 times their regular hourly pay rate or compensatory time equivalent to the amount of time worked or a minimum of two hours, whichever is greater. This compensatory time shall be in addition to the regular pay for the day.

17.7 Jury Duty

When an employee is called for jury duty, he/she shall receive his/her regular pay and shall deliver to the Employer the fee received for jury service except expenses.

**ARTICLE 18
UNPAID LEAVES**

Under proper application, the Employer may grant unpaid leaves.

18.1 A Leave of Absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee, subject to written approval by the Employer.

18.2 Requests for a Leave of Absence shall include the reason for the leave along with notification of the requested beginning and ending dates of said leave.

18.3 An employee returning from a Leave of Absence within one (1) year shall be eligible for the position and classification he/she held when the leave began.

18.4 A Leave of Absence may be granted to any employee for the purpose of child care and other approved reasons.

Upon proper application the Employer may grant child care leaves and other approved leaves.

**ARTICLE 19
SEVERABILITY**

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

19.2 It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association/Union will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

ARTICLE 20
NEGOTIATIONS PROCEDURES

- 20.1 At least sixty (60) days prior to the expiration of this Agreement, the parties agree to open negotiations for a successor Agreement.

ARTICLE 21
NO STRIKE CLAUSE

- 21.1 The Association and Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Employer 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 employees take part in any strike, slowdown or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Employer.

ARTICLE 22
DURATION

- 22.1 This Agreement shall be effective as of July 1, 2009, and shall continue in effect until the 30th day of June, 2012. If an agreement or renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by written agreement of the parties.
- 22.2 Copies of the Agreement shall be printed at the expense of the employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed, thereafter employed or considered for employment by the employer. In addition, the employer shall provide the union with up to 15 additional copies of the Agreement without additional charge to the union.
- 22.3 In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

UNION

By: Mary P. Lieberman
MESPA Representative Date 8-6-09

By: Joan M. Allen 9-15-09
President Date

By: Vicki Mathew 9.15.09
Secretary Date

EMPLOYER

By: [Signature] 8/10/09
Superintendent Date

By: [Signature] 8-18-09
President Date

By: [Signature] 8/10/09
Secretary Date

ARTICLE 23
EMPLOYEE RIGHTS

- 23.1 No bargaining unit member shall be disciplined without just cause. This section shall not apply to the termination of a bargaining unit member, who is on probationary status.
- 23.2 Upon request, a bargaining unit member shall be entitled to have present a representative of the Union during any meeting, which will or may lead to disciplinary action by the Employer. When a request for such representation is made, the meeting will be delayed until a Union representative can be present. This section shall not be construed to require the Employer to unreasonably delay a meeting due to the unavailability of a particular representative requested by the employee.
- 23.3 No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, along with administrative action taken, and remedy. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE 24
EMPLOYEE JOB DESCRIPTIONS

- 24.1 Within six (6) months after ratification of this Agreement, the Employer will update job descriptions for each classification within the bargaining unit and complete the job descriptions as soon as feasible. Bargaining unit members shall be given an opportunity for consultation to provide the Employer with written enumeration of their current responsibilities and duties, so that the Employer may consider this enumeration in updating job descriptions.
The Employer will share this information with the Union representative before finalizing job descriptions.
- 24.2 The applicable descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the district. The descriptions shall include (1) job title and description; (2) an enumeration of typical duties, responsibilities and minimum requirements. It is recognized that it is not feasible for a job description to contain a complete enumeration of required duties and responsibilities.

- 24.3 Copies of all job descriptions shall be maintained in a file by the Employer at each of the district's classroom buildings/transportation facilities and shall be available for review by any member of the bargaining unit upon request, with copies provided upon request.
- 24.4 Each bargaining unit member, upon his/her employment or at the beginning of the school year - whichever is later - shall be apprised of the specific criteria upon which he/she will be evaluated. Work outside the bargaining unit member's school-assigned duties shall not be evaluated. A pre-evaluation conference will be held to discuss criteria and the schedule for evaluation.
- 24.5 All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation he/she may submit a written response within ten (10) days which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and of the assistance to be given by the Employer towards that improvement.
- 24.6 All written evaluations are to be placed in the bargaining unit member's personnel file.
- 24.7 Any matter involving the content of an evaluation shall not be subject to the arbitration step of the grievance procedure.

SCHEDULE A
SALARY SCHEDULE

<u>CLASSIFICATION</u>	2008-09 2%	2009-10 2%	2010-11 2%	2011-12 2%
<u>I. PARAPROFESSIONAL</u>				
A. Regular				
Probation	\$ 9.09	\$ 9.27	\$ 9.46	\$ 9.65
Step 1	\$ 9.91	\$ 10.11	\$ 10.31	\$ 10.52
Step 2	\$ 10.07	\$ 10.27	\$ 10.48	\$ 10.69
Step 3	\$ 10.26	\$ 10.47	\$ 10.68	\$ 10.89
Step 4	\$ 10.57	\$ 10.78	\$ 11.00	\$ 11.22
Step 5	\$ 10.83	\$ 11.05	\$ 11.27	\$ 11.50
Step 6	\$ 11.38	\$ 11.61	\$ 11.84	\$ 12.08
Step 7	\$ 11.81	\$ 12.05	\$ 12.29	\$ 12.54
Step 8	\$ 12.24	\$ 12.48	\$ 12.73	\$ 12.98
Step 9	\$ 12.67	\$ 12.92	\$ 13.18	\$ 13.44
Step 10	\$ 13.21	\$ 13.47	\$ 13.74	\$ 14.01
Health Care	\$ 0.33	\$ 0.34	\$ 0.35	\$ 0.36
B. Crossing Guard (Per Day Rate)				
Probation	\$ 20.61	\$ 21.02	\$ 21.44	\$ 21.87
Step 1	\$ 21.11	\$ 21.53	\$ 21.96	\$ 22.40
Step 2	\$ 21.64	\$ 22.07	\$ 22.51	\$ 22.96
Step 3	\$ 22.12	\$ 22.56	\$ 23.01	\$ 23.47
Step 4	\$ 22.61	\$ 23.06	\$ 23.52	\$ 23.99
Step 5	\$ 23.17	\$ 23.63	\$ 24.10	\$ 24.58
D. Technicians				
Probation	\$ 15.60	\$ 15.91	\$ 16.23	\$ 16.55
Step 1	\$ 16.00	\$ 16.32	\$ 16.65	\$ 16.98
Step 2	\$ 16.51	\$ 16.84	\$ 17.18	\$ 17.52
Step 3	\$ 16.92	\$ 17.26	\$ 17.61	\$ 17.96
Step 4	\$ 17.28	\$ 17.63	\$ 17.98	\$ 18.34
Step 5	\$ 18.41	\$ 18.78	\$ 19.16	\$ 19.54
<u>II. SECRETARIES</u>				
Probation	\$ 12.02	\$ 12.26	\$ 12.51	\$ 12.76
Step 1	\$ 12.61	\$ 12.86	\$ 13.12	\$ 13.38
Step 2	\$ 13.42	\$ 13.69	\$ 13.96	\$ 14.24
Step 3	\$ 14.28	\$ 14.57	\$ 14.86	\$ 15.16
Step 4	\$ 15.01	\$ 15.31	\$ 15.62	\$ 15.93
Step 5	\$ 16.54	\$ 16.87	\$ 17.21	\$ 17.55
Premium:				
3-11 p.m.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Night Work	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40
<u>III. CUSTODIANS/MAINTENANCE</u>				
A. Custodians				
Probation	\$ 11.64	\$ 11.87	\$ 12.11	\$ 12.35
Step 1	\$ 12.20	\$ 12.44	\$ 12.69	\$ 12.94
Step 2	\$ 13.06	\$ 13.32	\$ 13.59	\$ 13.86
Step 3	\$ 13.94	\$ 14.22	\$ 14.50	\$ 14.79
Step 4	\$ 14.66	\$ 14.95	\$ 15.25	\$ 15.56
Step 5	\$ 16.19	\$ 16.51	\$ 16.84	\$ 17.18
Premium:				
3-11 p.m.	3-11 p.m.	\$ 0.35	\$ 0.35	\$ 0.35
11-7 p.m.	11-7 p.m.	\$ 0.40	\$ 0.40	\$ 0.40
Lead	Lead	\$ 0.45	\$ 0.45	\$ 0.45
B. Maintenance				
Probation	\$ 12.79	\$ 13.05	\$ 13.31	\$ 13.58
Step 1	\$ 14.31	\$ 14.60	\$ 14.89	\$ 15.19
Step 2	\$ 15.31	\$ 15.62	\$ 15.93	\$ 16.25
Step 3	\$ 16.05	\$ 16.37	\$ 16.70	\$ 17.03
Step 4	\$ 17.81	\$ 18.17	\$ 18.53	\$ 18.90
Step 5	\$ 20.22	\$ 20.62	\$ 21.03	\$ 21.45

<u>IV. CAFETERIA</u>	2008-09	2009-10	2010-11	2011-12
A. Cooks				
Probation	\$ 11.28	\$ 11.51	\$ 11.74	\$ 11.97
Step 1	\$ 11.58	\$ 11.81	\$ 12.05	\$ 12.29
Step 2	\$ 12.11	\$ 12.35	\$ 12.60	\$ 12.85
Step 3	\$ 12.68	\$ 12.93	\$ 13.19	\$ 13.45
Step 4	\$ 13.77	\$ 14.05	\$ 14.33	\$ 14.62
Step 5	\$ 14.09	\$ 14.37	\$ 14.66	\$ 14.95
B. Cook's Helper				
Probation	\$ 9.92	\$ 10.12	\$ 10.32	\$ 10.53
Step 1	\$ 10.37	\$ 10.58	\$ 10.79	\$ 11.01
Step 2	\$ 10.75	\$ 10.97	\$ 11.19	\$ 11.41
Step 3	\$ 11.20	\$ 11.42	\$ 11.65	\$ 11.88
Step 4	\$ 11.64	\$ 11.87	\$ 12.11	\$ 12.35
Step 5	\$ 12.20	\$ 12.44	\$ 12.69	\$ 12.94
 <u>V. BUSDRIVERS/RIDERS</u>				
Step 1	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12
Step 2	\$ 31.16	\$ 31.78	\$ 32.42	\$ 33.07
Step 3	\$ 35.45	\$ 36.16	\$ 36.88	\$ 37.62
Step 4	\$ 36.52	\$ 37.25	\$ 38.00	\$ 38.76
Step 5	\$ 37.59	\$ 38.34	\$ 39.11	\$ 39.89
S.W. Kind	\$ 22.67	\$ 23.12	\$ 23.58	\$ 24.05
N.W. Kind	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12
E. Kinder	\$ 21.27	\$ 21.70	\$ 22.13	\$ 22.57
Pre-School	\$ 21.27	\$ 21.70	\$ 22.13	\$ 22.57
Town Kind	\$ 16.98	\$ 17.32	\$ 17.67	\$ 18.02
 Special Routes: Rates are per run, one-way.				
Pool/Band	\$ 10.13	\$ 10.33	\$ 10.54	\$ 10.75
Petoskey	\$ 18.44	\$ 18.81	\$ 19.19	\$ 19.57
 Rates include mileage:				
Under 50	\$ 0.23	\$ 0.23	\$ 0.23	\$ 0.23
Over 51	\$ 0.28	\$ 0.29	\$ 0.30	\$ 0.31
 Extra Curricular Trips:				
Day	\$ 10.13	\$ 10.33	\$ 10.54	\$ 10.75
Night	\$ 9.48	\$ 9.67	\$ 9.86	\$ 10.06
Mileage	\$ 0.17	\$ 0.17	\$ 0.17	\$ 0.18
Day or Night Rate is per hour from time bus leaves the garage until passengers disembark.				
Pre-School	\$ 21.27	\$ 21.70	\$ 22.13	\$ 22.57
Van Wash	\$ 28.14	\$ 28.70	\$ 29.27	\$ 29.86
Garage Assistant	\$ 11.11	\$ 11.33	\$ 11.56	\$ 11.79

LONGEVITY:

Longevity payment for all employees will be as listed; and part-time employees, who work 15 or less hours per week, will receive one-half (1/2) the longevity stipend.

Years of Service

10 Month

10-15 Years	\$ 282.76	\$ 288.42	\$ 294.19	\$ 300.07
16-20 Years	\$ 420.33	\$ 428.74	\$ 437.31	\$ 446.06
21 + Years	\$ 700.56	\$ 714.57	\$ 728.86	\$ 743.44

12 Month

10-15 Years	\$ 350.27	\$ 357.28	\$ 364.43	\$ 371.72
16-20 Years	\$ 490.39	\$ 500.20	\$ 510.20	\$ 520.40
21 + Years	\$ 770.59	\$ 786.00	\$ 801.72	\$ 817.75

Longevity payment will be paid on the last payday before spring break.

SCHOOL IMPROVEMENT

When school improvement committees meet outside of the participating employee's regular duty day, the employee shall be paid his/her regular rate of pay if he/she is requested to attend by an administrator.

SCHEDULE B

BENEFITS

INSURANCE

Health:

1. The School District will pay for each full-time employee; (i.e., those who work six (6) or more hours per day), with the full family MESSA Choices II, 90-90-90 dental, VSP III vision, and \$30,000 life insurance provided by MESSA Pak Plan A.

Prescription drug coverage:

2009-2010: \$10 Rx with Reimbursement to \$5/\$10 Rx Language

The Employer shall reimburse the difference for each prescription co-pay for the \$10 Rx plan as follows: \$5/up to a 34-day supply; \$15/90-day supply; \$18/90-day supply mail order.

2010-2011: \$10 Rx with Reimbursement to \$5/\$10 Rx Language

The Employer shall reimburse the difference for each prescription co-pay for the \$10 Rx plan as follows: \$5/up to a 34-day supply; \$15/90-day supply; \$18/90-day supply mail order.

2011-2012: \$10/\$20 Rx with Reimbursement to \$5/\$10 Rx Language

The Employer shall reimburse the difference for each prescription co-pay for the \$10/\$20 Rx plan as follows:

	Generic:	Name Brand:
Up to 34-day supply	\$5	\$15
90-day supply	\$15	\$35
90-day supply mail order	\$18	\$38

2. Those full-time employees who choose not to participate in the above hospital medical insurance program shall be allowed MESSA PAK PLAN B, and will receive 90-90-90 dental, VSP III vision, \$10,000 life insurance, and a tax shelter annuity equal to single subscriber rate for Choices II.
3. Part-time employees employed as of June, 1997, shall continue to receive MESSA Limited single Subscriber health insurance for the duration of their employment as long as they do not voluntarily change jobs.

Vision:

Each employee working less than 4 hours per day will be provided MESSA Vision, Plan III, full family vision, fully paid by the Employer.

Long-Term Disability:

Each bargaining unit member shall be provided MESSA Negotiated LTD with a 90 day modified fill, replacement of 66 2/3% of income to a maximum of \$2,500 per month.

Life Insurance:

PAK A \$30,000; PAK B \$10,000.

LEAD CUSTODIAN

There shall be one lead custodian assigned at each building. Lead custodians shall be appointed by the superintendent. In the event the lead custodian position is eliminated or the position is appointed to another employee, the custodian who is no longer lead custodian will not lose the lead custodian premium during the life of this contract, or after a minimum two (2) years--whichever is longer, and the premium will then be paid to both employees.

The designated custodian shall be responsible for the smooth operation and maintenance of his/her assigned building, and shall receive a premium as specified in Schedule A.

SICK DAY FREEZE

Each bargaining unit member may, at their discretion, use their accumulated sick days or freeze those days and receive benefits under any compensable benefit program to the extent allowed by the carrier.

INDEX

A

Annuities-----8
 Assignment----- 11

B

Break -----5

C

Classifications ----- 10, 11, 12

D

Death ----- 16
 Dues -----5
 Duration----- 20

E

Employee Rights----- 21
 Evaluations -----21, 22

F

Full-time ----- 3, 8, 26

G

Grievance -----8, 9, 10, 22

H

Holidays----- 15

I

Immediate Family----- 16
 Insurance----- 26

J

Job Descriptions-----21, 22
 Jury Duty----- 18

L

Layoff -----12, 13

Lead Custodian ----- 27
 Loss, damage, or destruction -----6
 Lunch break -----5

M

Medication-----6

N

Negotiations ----- 19

P

Part-time ----- 8, 26
 Payroll Deductions-----7
 Personal Business----- 16
 Premium Lead Custodian ----- 27
 Probationary -----8, 12, 13

R

Recall----- 13
 Resignation ----- 12
 Retirement ----- 12, 15

S

Seniority ----- 11, 12, 13, 14
 Sick Day Freeze----- 27
 Sick Days ----- 15, 16, 27
 Snow Days----- 17
 Step Increases ----- 14

T

Temporary Duties----- 11
 Transfer ----- 11, 12

U

Uniforms -----6
 Unpaid Leaves ----- 18

V

Vacancy-----10, 11
 Vacation----- 17

HARBOR SPRINGS PUBLIC SCHOOLS

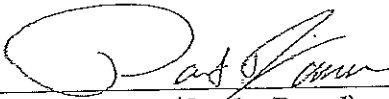
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174 E. Lake Road ◆ Harbor Springs, MI 49740

LETTER OF UNDERSTANDING

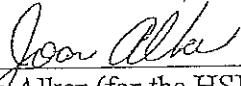
Harbor Springs Board of Education
and the
Harbor Springs Education Association/Support Staff

The above parties do hereby mutually agree to the following:

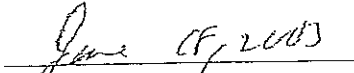
In acknowledgement of the experience of Nancy Hines and Carol Clark and the change in job classification for future Media Center employees, both Nancy and Carol may continue to work in the district Media Centers as Media Center Aides providing they perform their duties in a satisfactory manner. Neither Nancy nor Carol will have a reduction of hours.



David Larson (for the Board)



Joan Alker (for the HSEA)



Date