



MASTER AGREEMENT
BETWEEN
THE HANCOCK PUBLIC SCHOOLS
AND
THE HANCOCK EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
2005-2008

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AGREEMENT

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

ARTICLE 1

RECOGNITION

- A. The Employer hereby recognize the Union as the sole and exclusive collective bargaining agent as defined in Section II of Act 336, Public Acts of 1947, as amended, for all employees who are within the appropriate bargaining unit described and defined as:
- Included: All non-teaching employees.
Excluded: Confidential employees and supervisors as defined in the Act.
- B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit and references to one gender shall include the other.

ARTICLE 2

DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it, or permitted, by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965 and PA 112. The Board rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

2. Continue its right and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and process of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, services, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

ARTICLE 3

UNION RIGHTS AND SECURITY

A. Special Conferences

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

B. Bulletin Boards and School Mails

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

C. Use of Facilities and Equipment

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

D. State and National Union Representatives

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

E. Union Representation

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

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

G. Payroll Deduction

1. Employees covered by this agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues uniformly required by members of the exclusive bargaining representative. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues uniformly required for membership for the duration of this agreement, commencing the 61st day following the beginning of their employment in the unit. Substitutes will not be required to become members of the Union, or to pay the service fee, while continuing to work as substitutes; if hired as a regular employee immediately following such employment as a Substitute, however, their most recent continuous period worked as a Substitute will be counted for determining whether they have completed sixty days employment.
2. Where so authorized and directed by an employee in writing on a mutually agreed upon form, the Board agrees to deduct from the wages of the employee the uniformly required membership dues. Such authorization shall remain in full force and effect during the period of this contract unless formally revoked by the employee and Union in writing. The revocation notice must be given both to the Board and the Union. If a bargaining unit member does not pay the required dues or service fee directly to the Association, or authorize payment through payroll deduction, at the written request of the Association the Employer shall [pursuant to MCLA 408.477; MSA 17.277(7)] deduct the service fee from the bargaining unit member's wages and remit same to the Association. The Employer shall deduct from the wages/salary of the employee and make appropriate remittances for voluntary contributions to NEA-PAC, MEA-PAC, annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Employer.
3. The authorized deduction of dues and service fees may be made from a regular paycheck each month. The Employer agrees to promptly remit to the Union all monies so deducted accompanied by an alphabetical list of employees from whom deductions have been made. In cases when a deduction is made that duplicates a payment that an employee has already made to the Union, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Employer.

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

H. Association Days.

At the beginning of every school year the Association will be credited with ten (10) days to be used by bargaining unit members who are officers or agents of the Association for the purpose of participating in position related meetings of the Association; such use to be at the discretion of the Association. (For example, if one member is excused for a day, one day is charged; if two members are excused for one day, two days are charged, etc.) The Association agrees to notify the District no less than 3 days prior to the date for intended use of said leave. If a substitute is hired for the employee, the Association agrees to pay the cost for such substitute.

ARTICLE 4

EMPLOYEE RIGHTS AND PROTECTION

A. Discipline

1. The Employer may establish and amend reasonable work rules, including rules concerning substance abuse/testing, and penalties for violation of such rules. The principles of progressive discipline will normally be followed. No employee shall be disciplined (including warnings, reprimands, suspensions or discharges) for filing a valid complaint, or otherwise without just cause, except that probationary employees shall be excluded from the provisions of this article. Such discipline shall be subject to the grievance procedure hereinafter set forth.
2. (a) An employee shall be entitled to have present a representative of the Union during any meeting which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Union is present.

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

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

B. Files and Records

1. An employee will have the right to review the contents of all records as required by law, excluding initial references, of the District pertaining to said employee originating after initial employment and to have a representative of the Union accompany him/her in such review.
2. No material, including but not limited to, records regarding employee performance and student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be in writing with names of the complainants (unless there is reason to withhold such names), administrative action taken, and remedy clearly stated. If administrative disciplinary action is taken the employee will be notified of the names of the complainants unless prohibited by law, or unless other arrangements, acceptable to the District and the Union, have been made. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. Such notation shall be understood to indicate awareness of the material.
3. The district agrees that in the event a bargaining unit member is disciplined due to an inappropriate use of the computer/technology system, it will provide access to all information gathered or received by the employer or it's agent, to facilitate processing of a grievance including any deleted files recovered by the employer or any software showing accessing or specific Internet sites.

C. Alcoholism and Drug Abuse

The Union and the Board jointly recognize that alcoholism and drug addiction are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement. The Employer agrees that any employee with an alcohol or drug addiction problem who requests diagnosis or treatment, and is successfully completing or has successfully completed such Michigan licensed program of treatment will not jeopardize his/her job rights or job security, and that any alcohol or drug related problems will be handled in a confidential manner. (Such

request by an employee after activity by the employee resulting in discipline will not, however, require withdrawing, or mitigating the degree of, the discipline.) All reports of actual or alleged alcohol abuse or drug abuse shall be promptly reported to the respective employee.

ARTICLE 5

GRIEVANCE PROCEDURE

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

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

1. The termination of services of any probationary employee.
2. Any matter for which there is recourse under State or Federal statutes.

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

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

- C. Hearing Levels

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

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

Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within five (5) days of

receipt of the grievance, the grievance shall within five (5) days be transmitted in writing to the Superintendent or designee. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Union and the grievant.

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

Formal Level 3 (b): Upon proper application as specified in Level 3 (a), the Board shall allow the employee or his Union representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings or otherwise investigate the grievance, provided, however, that in no event except with the express written consent of the Union, shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing.

Formal Level 4 (a): If the grievance is not resolved to the Union's satisfaction, the Union may appeal the grievance to the American Arbitration Association in accord with its rules within ten (10) days of the Board's disposition of said grievance. No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Union in writing.

Formal Level 4 (b): The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement. The arbitrator shall have no authority to consider or adjust any grievance not presented within the time limits above provided. Arbitrators shall have no authority to substitute their judgment for that of the Board as to the reasonableness of any practice, policy, rule, or other action taken by the Board, provided such practice, policy, rule, or action is not contrary to the express terms of this Agreement. Bargaining unit members are required to follow this grievance/arbitration procedure as the sole remedy for alleged violation of this Agreement by the Employer and may not process such grievance, or litigate the issues underlying or relating to such grievance, through any administrative or judicial procedure.

The arbitrator shall have no jurisdiction or authority concerning any claim or complaint filed pursuant to any administrative or judicial procedure until such action has been effectively withdrawn. The arbitrator shall have no authority whatsoever to consider or adjust any grievance concerning extension of a probationary employee's probationary period, or concerning layoff or dismissal of any probationary employee. Subject to the limitations herein specified, the decision of the arbitrator shall be final and binding.

Formal Level 4 (c): The fees and expenses for the arbitrator shall be shared equally between the District and the Association.

D. General Conditions

1. The term "days" when used in this Article shall mean workdays. Time limits provided in this article shall be strictly observed but may be extended by mutual written agreement.
2. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.

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

ARTICLE 6

WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health or safety.
- B. The Employer shall reimburse the Employee for the loss, damage, or destruction of personal property, which was authorized to be used on school premises when the loss, damage or destruction is the direct result of the Employer's negligence up to a cost of \$100 of the fair market value of said property. Automobiles or personal property covered by employee's insurance are excluded from this provision.
- C. Rest rooms and coffee rooms will be maintained by the Employer for use of unit employees.

- D. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the employee of responsibility in respect to students who are disruptive or repeatedly violate rules and regulations.
- E. No employee shall be required to dispense or administer medication, over-the-counter or prescription, without proper written direction from the Administration; no untrained employee shall be required to perform specialized procedures.

The district will work to train Special Education Paraprofessionals as needed.

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

ARTICLE 7

WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year for school term employees shall be based on the school calendar. The normal work year for all other employees shall be twelve (12) months.
- B. The normal workweek for all employees is Monday through Friday.
- C. The minimum call-in pay for emergency situations shall be two (2) straight time hours or the equivalent worked.
- D. Equalization of Overtime
 - 1. Overtime hours shall be divided as equally as reasonably possible among employees in the same classifications in their building. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.
 - 2. Whenever overtime is required, the person within the building with the necessary skill who has the least number of overtime hours in the classification will be called first and so on down the list in an attempt to equalize the overtime hours.
 - 3. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two (2) hour straight time minimum).

4. Overtime hours will be computed from July 1 through June 30 each year.
5. If at the time the overtime is offered or scheduled the Bus Driver has already scheduled eight (8) hours of vacation or compensatory leave time for the day for which the overtime is offered, the Driver will not be charged for such overtime hours declined.

E. Inclement Weather

1. All twelve month employees will report to work at their regularly scheduled time. If they are unable to report to work because of weather conditions, etc., they should call their immediate supervisor. In the event that they can't make it to work they will be permitted to make up the work time. In addition, personal leave, vacation or compensatory time may be used on these days with appropriate approval.
2. School year employees will not be paid on days cancelled due to inclement weather.
3. Food service employees required to report for work on days interrupted by inclement weather (students not in attendance) to make appropriate adjustments in menus and/or proper handling of food stuffs to prevent spoilage will be compensated for hours worked with minimum work period of two (2) hours per employee guaranteed. The supervisor of the program shall be responsible for scheduling the call out period and staff involved.
4. Rotation of staff members on days of such occurrences shall be made as is feasible and necessary to meet the above stated needs.

F. Working Hours

1. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.
2. The normal workday shall consist of eight (8) hours per day with the understanding that certain classifications and positions are hired for less than eight hours per day.
3. The day shift shall receive a duty free unpaid one-hour lunch break. The afternoon shift shall receive a duty free unpaid one-half hour lunch break.
4. Employees shall be entitled to two 15-minute break periods, one to be taken in the first half and one in the second half of their regularly scheduled shift. Specific times of breaks shall be arranged with the

employees' immediate supervisor.

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

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

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

H. If a school year employee's duties are extended into the summer and the school year employee refuses the work, the summer work shall be posted for members of the bargaining unit.

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

ARTICLE 8

EMPLOYMENT STATUS DEFINED

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

1. Twelve-month employees:

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

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

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

the school year. Probationary employees may be terminated by the Employer at any time, with or without cause. Individual probationary periods may be extended by mutual agreement of the District and the Union. Upon successful completion of their probationary period, probationary employees will become regular full-time or regular part-time employees, and will be required to become members of the Union, or to pay the service fee, as provided by Article III (Union Rights and Security).

- C. Substitute: An employee who is employed to fill a full-time or part-time position on a per diem basis while the regular employee is absent or on approved leave. Substitutes may be terminated by the Employer at any time, with or without cause. Substitutes retained by the District at the end of their substitute service may, upon mutual agreement of the District and the Union, have part or all of their substitute service credited toward completion of their probationary period.

ARTICLE 9

WORK DUTIES AND COMPENSATION

- A. The basic compensation of each employee shall be as set forth in Appendix "B".
- B. When a unit employee works in more than one classification, or switches from one classification to another, the employee's wage level will be based on their total number of years of service to the District.
- C. TIME AND ONE-HALF
Time and one-half will be paid as follows:
 - 1. For all hours actually worked over eight (8) in one day.
 - 2. For hours actually worked in excess of forty (40) hours per week.

For purposes of calculating hours actually worked in excess of forty (40) hours per week, up to eight (8) hours of compensatory leave time used by the Employee during the week will be considered hours actually worked.
 - 3. If compensation time is requested in lieu of overtime, the employee shall be compensated at 1 ½ hour for each hour actually worked.
- D. An employee substituting in a position that has a higher rate of pay will qualify for that rate of pay if the period worked is not less than the full shift and the employee assumes the full duties and responsibilities related to the position involved. The determination for the substitution and rate of pay qualification will be made by the program's supervisor. The higher rate of pay will be provided for each day or series of days that the employee is assigned to that position. Supervisory fees are not included in the rate of pay as they

cover duties and responsibilities in addition to the regular work assignment of a classification.

- E. When it is necessary for support staff personnel to travel out of town to attend conferences, training sessions, etc. as part of their job requirements, they will receive compensation for the time necessary to travel to and from the designated meeting place and for the time they are in attendance of said conference and/or training. The first eight hours per day will be straight time, anything beyond straight time will be considered overtime.

ARTICLE 10

SENIORITY

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.
- B. All employees shall accrue seniority on a yearly basis from the date of their initial employment.
- C. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work as a probationary employee.
- D. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the District. The second shall reflect his/her most recent date of district employment in one of its classification groupings. For purposes of this provision, all employees shall be placed in one of the following classification groupings based on their current assignment:
 - 1. Maintenance/Mechanic/Custodian/Driver
 - 2. Food Service
 - 3. Administrative Assistant
 - 4. Paraprofessional
 - 5. Nurse
- E. Annually the Employer will prepare, maintain and post the seniority list. Revisions and updates to the list will be posted as needed. A copy of the list will be provided to the union president for approval and signature and then posted in each building. Objection to any seniority list revision may be made to the Superintendent, in writing, within ten (10) working days of the posting; once finalized and approved by the parties, the revised list may be

conclusively relied upon by the parties for purposes of future revisions and updates.

- F. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Employer may be employed at other work on a vacant position that is operating by the Employer and which he/she is qualified for without regard to any seniority provisions in this Agreement.
- G. Seniority shall be lost by an employee upon termination, resignation, or retirement.

ARTICLE 11

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to economic needs of the District, or decrease of work.
- B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) days prior to the effective date of the layoff.
- C. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, then the least senior employees, within the affected classification, provided there are more senior employees qualified to do the remaining work. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position.
- D. Employees whose positions have been eliminated due to reduction in the work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by an employee with less seniority. If bumping becomes necessary, all of the members in the affected classification and the HESPA President will meet with the Superintendent and the members of his/her committee and all bumping shall take place at that meeting.
- E. In the event of a reduction in the work hours of an employee, a more senior employee in the classification may elect to work the schedule of a less senior employee in the classification, rather than the reduced schedule, so long as both employees are fully qualified. Notice of a reduction in hours shall be provided ten (10) days prior to the effective date of such reduction.
- F. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health, dental and life insurance benefits by

paying the regular monthly per subscriber group rate premium for such benefits to the Employer, subject to the underwriter's rules and regulations.

- G. Employees will be recalled to the classification from which they were laid off based on seniority and qualifications; so long as they are fully qualified the more senior employee will be recalled first. Upon written request a more senior employee will also be recalled to a different classification (for which they are fully qualified) prior to recall of a less senior employee.
- H. Notices of recall shall be sent by certified or registered mail to the last known address as shown in the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her recall rights.
- I. Employees shall not accrue seniority on layoff but shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.
- J. If a position is eliminated or reduced, the reduced employee, or any other employee within that classification, may volunteer to accept the layoff pending approval of the Board. Seniority shall be retained but shall not accrue when on voluntary layoff. The employee shall have recall rights for two years.

ARTICLE 12

EARLY RETIREMENT STIPEND

- A. The Board of Education will provide the following Early Retirement Stipend for employees retiring when First Eligible.
 - 1. An Early Retirement Stipend of \$2,000 will be paid to eligible full-time employees who elect to retire when first eligible. In order to be eligible for the Early Retirement Stipend, the employee must have worked at least ten (10) years and 30 hours or more per week in the Hancock Public Schools System. An Employee who works less than 30 hours per week for at least ten (10) years in the Hancock Public Schools System will have their stipend prorated based on their hours.
 - 2. "First Eligible To Retire", as used in this section, means Basic Retirement eligibility pursuant to the Michigan Public School Employees Retirement

System (55 years of age or older with 30 years of credited service; 60 years of age or older with 10 years of credit service; 55 years of age or older with 15 years of credited service of which the last 5 consecutive years are immediately preceding the member's retirement allowance effective date), or MIP Retirement eligibility (Basic Retirement or, for members who contribute to service, or 60 years of age or older with 5 years of credited service so long as the member received credited service in each of the 5 school fiscal years immediately preceding the retirement allowance effective date).

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

ARTICLE 13

VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as (1) a newly created position, (2) a vacancy created in an existing position due to a temporary leave of a member, or (3) a present position that the District desires to fill that has been vacated through resignation, retirement or otherwise.
- B. All vacancies shall be posted in a conspicuous place in each building owned by the District for a period of seven (7) working days. Said posting shall contain the following information:
 - 1. Type of work
 - 2. Location of work
 - 3. Starting date
 - 4. Rate of pay
 - 5. Hours to be worked
 - 6. Classification
 - 7. Minimum requirements
 - 8. Job description

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

- C. Vacancies shall be filled based on qualifications, ability and seniority. So long as employees have the necessary qualifications and ability: Vacancies shall be

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

- D. Within ten (10) workdays after the expiration of the posting period, the Employer will normally make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing.
- E. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a ten (10) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the employee promoted or transferred reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment. Any employee requesting such a transfer and then requesting to be returned to their previous assignment during the trial period may forfeit his or her option to bid again on vacancies for a period not to exceed six (6) months.
- F. Employees shall not be placed on a lower step on the salary schedule or wage scale due to involuntary and temporary transfers of less than two weeks.
- G. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.
- H. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties. An employee's pay rate shall not be reduced by any involuntary temporary change in duties.
- I. Paraprofessionals applying for a Title I vacancy shall be required to have a class in structured linguistics or its equivalent. They also must meet the requirements of the "No Child Left Behind Act". A paraprofessional need not meet the structured linguistics requirements if they are laid off or reduced and bump into a Title I position.
- J. If a paraprofessional has been determined by the Michigan Department of Education or Federal Guidelines as meeting the requirements of the "No Child Left Behind Act"/Elementary and Secondary Education Act, then he/she shall be considered by the district as meeting the requirements.

ARTICLE 14

SICK AND PAID LEAVES

A. Sick Leave and Personal Leave

Employees covered by this Agreement shall be entitled to sick and injury leave with pay and benefits to a total of twelve (12) days per year to accumulate at a rate of one (1) day per month worked with a maximum accumulation of one hundred eighty (180) days. Sick leave may be requested on an hourly basis for appointments or emergencies, which do not require a full or half sick day. Sick leave days may be taken by an employee for the following reasons subject to the following conditions:

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

2. Each employee will be credited with three (3) personal business days each year, which may be used for any purposes by the employee. A maximum of two (2) unused personal business days may be carried over into the next year. The employee may only have a total of five (5) personal business days available to them in any given year. Additional days may be granted at the discretion of the Superintendent, such days to be deducted from accumulated sick leave. Except in the case of emergency, request for such days must be made to the Superintendent at least five (5) workdays in advance. Use of personal business days is subject to prior approval of the Superintendent considering both the wishes of the employee and efficient operation of the District (including maintenance of adequate staffing levels).

B. Jury Duty

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

C. Member Self-Improvement

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

D. Funeral Leave

An employee shall be allowed three (3) days for funeral leave for a local funeral and five (5) days leave for an out of town funeral. Funeral leave days will not be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparent, grandchild or a member of the employee's household. An employee selected to be a pallbearer for a

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

E. Compensable Injuries

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

F. Severance Payment

An employee, upon retirement from the Hancock Public Schools and under provisions of the Michigan Public School Employees' Retirement system, will qualify for payment for 50% of a maximum of 180 days of accumulated sick leave at the time of retirement and at the rate of \$30 per day. A written application requesting payment for the severance allowance shall be made by the employee and sent to the District's business office for appropriate processing and action during the final month of service in the district.

G. Compensatory Time

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

Unused compensation time for nine month employees, if not used by June 30, will be compensated monetarily by the District. Unused compensation time for twelve month employees, if not used by September 1, will be compensated monetarily by the District. All building administrators will adhere to the contractual language (Article 9 paragraph C) pertaining to the earning of compensation time and to the maximum number of hours an employee is allowed to accrue.

H. Sick Leave Bank

1. A sick leave bank will be established by bargaining unit members from their own accumulation of unused sick days. Additional days will not be

added to the pool so long as the accumulation equals at least twice the number of members in the bargaining unit. The pool shall be created by one day per year per bargaining unit member contribution to the bank until each employee has contributed a total of two sick days. Should the accumulation be less than twice the number of members in the bargaining unit as of the start of any school year each bargaining unit member will contribute one of their accumulated sick leave days to the bank.

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

3. Employees returning to work will replenish the days used as soon as possible out of credited sick days. If an employee owes the sick leave bank days, they may be loaned only the number of additional days that would bring the total days to no more than ten (absent demonstration of extraordinary need). Death of the borrower, or forced retirement due to ill health will result in forgiveness of days owed to the bank.

4. The use of pool sick leave days will be limited to major catastrophes and shall not normally be used for maternity leave, child care purposes or to advance retirement, Medical certification of need may be required by the sick bank committee at any time, but will at all times be required for requests of more than ten (10) days.

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

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

I. FMLA Leave

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

ARTICLE 15

UNPAID LEAVES

A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee without loss or accumulation of seniority for any of the purposes defined in Section B. Such leave may be renewed, upon petition of the employee, for one (1) additional year.
2. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave. Parental/child care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.
3. An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began, or a like and similar position. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.
4. An employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Employer.

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

1. Union Office - A leave of absence of up to one (1) year shall be granted upon application for the purpose of serving as an officer of the Union, or as an officer in its state or national affiliate. Such leave shall be extended one additional year upon thirty days advance petition.
2. Public Service - A leave of absence of up to one (1) year shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period.
3. Parental/Child Care - A leave of absence shall be granted for the purpose of child care of an infant. Said leave shall commence upon request of the employee. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.
4. Personal illness.

5. Illness in immediate household.
 6. Educational.
- C. Employee requests for non-compensated personal leave may be approved and granted by the Board upon recommendation of the Superintendent for any reasonable purpose. All requests for non-compensated personal leave shall be submitted in writing to the Superintendent at least ten (10) days prior to the date said leave is desired.

ARTICLE 16

VACATION

Eligibility

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

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

Vacation Periods

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

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

ARTICLE 17

HOLIDAYS

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

12-Month Employees

School Year Employees

New Years Day

New Years Day

Good Friday

Good Friday

Memorial Day

Memorial Day

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

Labor Day

Labor Day

Thanksgiving Day

Thanksgiving Day

Friday after Thanksgiving

Friday following Thanksgiving

Christmas Eve

Christmas Eve

Christmas Day

Christmas Day

New Years Eve

New Years Eve

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

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

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

ARTICLE 18

ENTIRE AGREEMENT

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

ARTICLE 19

WAIVER

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

ARTICLE 20

SEVERABILITY

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

ARTICLE 21


DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2005, and shall continue in effect through the 30th day of June, 2008. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date. If pursuant

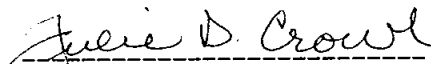
to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

- B. Copies of this Agreement shall be printed at the expense of the Employer within 30 days after the Agreement is signed and presented to all bargaining unit employees. In addition, the Employer shall provide the Union seven (7) copies of the Agreement without charge to the Union. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

EMPLOYER




Susan Amato-Henderson
President



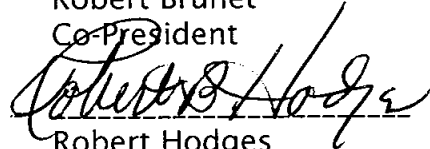
Julie D. Crowl
Secretary

Date: 2/28/06

UNION



Robert Brunet
Co-President



Robert Hodges
Co-President

Date: 2/28/06

**APPENDIX A
INSURANCE**

- A. The following insurance plans are offered to eligible employees subject to the rules and regulations of the insurance carriers.
- B. For each eligible twelve-month full-time and part-time (and each eligible school year) employee, regularly scheduled more than thirty-five hours per week and making proper application, the Employer agrees to pay the full normal premium to continue the following MESSA - PAK insurance coverage:

<u>PLAN A:</u>	(1) Choices II	

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

	(3) Vision	VSP-3 Plus

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

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

	(2) Vision	VSP-3 Plus

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

- C. Eligible employees electing Plan B may, upon written application, apply the normal single subscriber rate for Supercare I hospitalization insurance coverage (such rate being the rate that would be charged to the Employer were it not under a "PAK" plan) toward the purchase of MESSA fixed or variable options or MESSA programs. Any amounts exceeding the single subscriber rate will be deducted from the employee's wages.
- D. The Employer will pay prorated premiums for eligible part-time and school year employees, working more than twenty (20) hours per week, who make proper application. Pro-ration is based on the ratio of (a) hours assigned, to (b) the full workweek of forty (40) hours and the full work year of fifty-two (52) weeks. The Employer shall have no obligation to make premium payments on behalf of any employee who has not prepaid their portion of the cost of such coverage, or made other arrangements for such payment acceptable to the Employer.

- E. Except as otherwise specifically provided, or as required by law, the Employer's obligation for payment of insurance premiums shall continue with respect to any bargaining unit member only while they remain eligible and continue to have earnings from the Employer for hours actually worked; such obligation shall terminate when they retire, quit, are discharged, laid off, on unpaid leave or for any other reason terminate active employment with the Employer. The Employer will, however, continue to pay the premiums necessary for an eligible employee's insurance coverage during paid leaves, vacations and holidays.
- F. The Employer, by payment of the premiums for insurance coverage herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage. The sole obligation of the Employer shall be payment of the insurance premiums. If any dispute should arise concerning whether the Employer is obligated to pay premiums for any employee, the employee must arrange for continuance of insurance coverage, if they so desire, through the Employer's group policy if available, the sole remedy against the Employer for failure to pay such premiums being reimbursement of said premiums to the appropriate party.
- G. Eligible employees must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the Employer (or the employee's eligibility date, if later). Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.
- H. If employees wish to continue coverage during periods when the Employer's obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The Employer will notify insurance carriers of changes requested by employees within a reasonable period following notice to the Employer. It is, however, the employee's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits.
- I. In the event that an alternative insurance is available through MESSA, the employer and employee may re-open the contract in March of 2006, 2007 or 2008 to review the possibility of changing to a different, less expensive insurance plan and the savings will be shared.
- J. Effective July 1, 1991 the proration of insurance premiums for part-time employees was revised to a ratio based on forty (40) hours rather than thirty (30) hours. No employee who was employed as of July 1, 1991 shall receive any reduction in their proration as of that date due to such revision.

- K. Prior to July 1, 2000 certain Employees regularly scheduled more than thirty (rather than thirty-five) hours per week were eligible for full insurance premium payment by the Employer. Employees employed as of June 30, 2000 who, by September 1, 2000, are or become eligible for such full premium payment pursuant to the contract language in effect prior to July 1, 2000 will continue (so long as their hours are not reduced below thirty) to have the full premium paid on their behalf in accordance with such prior contract language.

- L. Prior to July 1, 2000 School Year Employees insurance premiums were not pro-rated for working less than 52 weeks per year. For Employees eligible for insurance premium payment by the Employer without such pro-ration as of June 30, 2000 (pursuant to the Contract language in effect prior to July 1, 2000) the Employer will continue premium payment in accordance with the eligibility requirements of such prior contract so long as the Employee continues to work as a school year employee.

APPENDIX B - HOURLY RATES

(a) (1) 2005-2006

Classification	60 day	1st	2nd	3rd	4th	5th	6th	7th-10th	11-15th	16-20th	21-25th	26 Plus
Head Mechanic	\$ 10.98	\$ 11.28	\$ 12.45	\$ 12.98	\$ 13.71	\$ 14.05	\$ 14.54	\$ 14.89	\$ 15.11	\$ 15.29	\$ 15.50	\$ 15.73
Driver/Custodian	\$ 10.76	\$ 11.05	\$ 12.20	\$ 12.73	\$ 13.43	\$ 13.76	\$ 14.31	\$ 14.62	\$ 14.85	\$ 15.04	\$ 15.25	\$ 15.45
Custodian/Security	\$ 10.37	\$ 10.68	\$ 11.80	\$ 12.35	\$ 13.04	\$ 13.39	\$ 13.91	\$ 14.23	\$ 14.44	\$ 14.65	\$ 14.87	\$ 15.07
Part-time Driver	\$ 10.12	\$ 10.42	\$ 11.55	\$ 12.07	\$ 12.81	\$ 13.13	\$ 13.66	\$ 13.97	\$ 14.19	\$ 14.38	\$ 14.60	\$ 14.85
Custodian	\$ 9.89	\$ 10.19	\$ 11.29	\$ 11.81	\$ 12.52	\$ 12.87	\$ 13.39	\$ 13.72	\$ 13.93	\$ 14.14	\$ 14.34	\$ 14.56
Assistant Cook	\$ 9.58	\$ 9.91	\$ 10.99	\$ 11.51	\$ 12.23	\$ 12.53	\$ 13.07	\$ 13.41	\$ 13.59	\$ 13.90	\$ 14.05	\$ 14.25
Kitchen Helper	\$ 9.26	\$ 9.58	\$ 10.66	\$ 11.18	\$ 11.92	\$ 12.23	\$ 12.78	\$ 13.07	\$ 13.28	\$ 13.50	\$ 13.71	\$ 13.93
Administrative Assistant	\$ 9.89	\$ 10.17	\$ 11.28	\$ 11.80	\$ 12.51	\$ 12.86	\$ 13.39	\$ 13.71	\$ 13.92	\$ 14.12	\$ 14.33	\$ 14.55
Library/Computer Aide	\$ 9.52	\$ 9.82	\$ 10.91	\$ 11.43	\$ 12.14	\$ 12.46	\$ 13.01	\$ 13.33	\$ 13.53	\$ 13.74	\$ 13.95	\$ 14.17
Paraprofessional	\$ 8.87	\$ 9.16	\$ 10.22	\$ 10.76	\$ 11.49	\$ 11.79	\$ 12.34	\$ 12.66	\$ 12.87	\$ 13.06	\$ 13.28	\$ 13.49
Nurse	\$ 12.27	\$ 12.57	\$ 13.83	\$ 14.34	\$ 15.07	\$ 15.39	\$ 15.93	\$ 16.24	\$ 16.46	\$ 16.64	\$ 16.88	\$ 17.08

*Full step increases were paid for the 05/06 school year but the wage rates remained at the 04/05 pay scale.

APPENDIX B - HOURLY RATES

(a) (2) 2006-2007

If the health insurance increases from 0 to 9.999% then the increase to the salary schedule will be 1 1/2%.

If the insurance increases from 10 to 12.999% then the increase to the salary schedule will be 1%.

If the insurance increases from 13% then the increase to the salary schedule will be 1/2%.

The employer will provide a new wage scale based on the current insurance rate by July 1, 2006.

APPENDIX B - HOURLY RATES

(a) (3) 2007-2008

If the health insurance increases from 0 to 9.999% then the increase to the salary schedule will be 1 1/2%.

If the insurance increases from 10 to 12.999% then the increase to the salary schedule will be 1%.

If the insurance increases from 13% then the increase to the salary schedule will be 1/2%.

The employer will provide a new wage scale based on the current insurance rate by July 1, 2007.

- (b) Eligible employees will receive step increases based on their years of service as of either the beginning of the first semester or the beginning of the second semester of the indicated year, depending on which is closest to their date of hire.
- (c) The shift premium shall be an additional ten cents (\$.10) per hour for shifts starting after 12:00 p.m.
- (d) The High School Custodian/Security will receive, in addition to the applicable shift premium, an additional duty premium of 20 cents (.20) per hour due to additional functions at the High School.
- (e) The base rate for drivers during lay-over will be 90% of their regular rate (plus any applicable shift or overtime premiums).
- (f) Supervisory Fees:

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

Supervisor of Bus Program, Vehicle Maintenance and Facility	\$100.00*
Elementary Library Supervisor	\$21.62*
*bi-weekly payroll rate	

- (g) The district will allow one union officer non chargeable release time to attend board meetings held during normal school hours.

APPENDIX C
GRIEVANCE FORM

MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION

Grievance No. _____

Submit in Duplicate

Department _____

Assignment _____

Name of Grievant _____

A. Date Cause of Grievance Occurred _____

B. Contract Article(s) violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Date Received by Supervisor _____

F. Disposition by Supervisor _____

G. Date Received by Superintendent _____

Signature

Date

H. Disposition by Superintendent _____

I. Date Received by Board _____

Signature

Date

J. Disposition by Board _____

K. Date of Request for Binding Arbitration _____

MESPA Signature

Date

(Additional pages can be used if necessary)