

HURON VALLEY SCHOOLS

**Secondary Building Formen
Cafeteria Managers
Equipment Technicians
Supervisor of Aquatics & Programming
Handbook
2003 - 2008**

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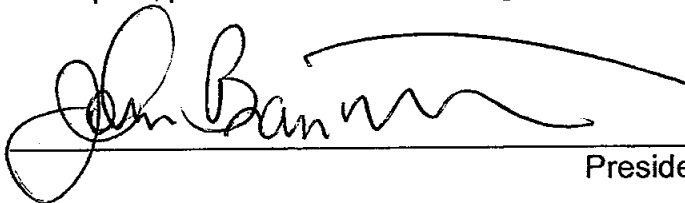
I. PURPOSE

The purpose of this document is to identify those written administrative procedures, laws and Board of Education policies which presently relate to wages, hours and working conditions for Huron Valley Secondary Building Foremen, Cafeteria Managers, Equipment Technicians, and Supervisor of Aquatics and Programming hereinafter referred to as the Association.

The contents of this Handbook are presented as a matter of information only. Although the Huron Valley School District believes wholeheartedly in the plans, policies and procedures described herein, such do not, and must not be understood to constitute terms and conditions of employment. In this regard, the School District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies or procedures, in whole or in part, at anytime, as it deems appropriate and necessary after consultation with the Association concerning the issue(s) under consideration.

The language used in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the Huron Valley School District and any one or all of its employees.

To the extent that any legal authority determines this Handbook to constitute a contract or offer of a contract, it is expressly understood that the terms of said contract are to be unilaterally modified, suspended, terminated or changed consistent and contemporaneous with all such past, present and future changes effected by the Huron Valley School District.



President, Board of Education



Superintendent of Schools



Association President

II. RECOGNITION

- A. The District hereby recognizes the Association as the representative for all full-time and regularly scheduled part-time Secondary Building Foremen, Cafeteria Managers, Equipment technicians, and Supervisor of Aquatics and Programming.
- B. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws and applicable state statutes. The rights granted to either hereunder shall be deemed to be in addition to those provided elsewhere.

III. COMPENSATION

- A. Wage schedules of employees covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement.
- B. Longevity - Longevity shall be defined as years of service (on the active payroll) in the Huron Valley School District and any Board approved credit granted upon time of employment. An employee shall receive an annual longevity payment in accordance with the following:
- After 10 years of employment - \$600.00 annually
 - After 15 years of employment - \$700.00 annually
 - After 20 years of employment - \$1050.00 annually
- These payments are not cumulative.
- C. Employees who are required by the administration to use their automobile for their job responsibilities shall receive mileage reimbursement at the maximum IRS rate or a flat annual rate as determined by the Assistant Superintendent of Administrative Services.
- D. Reimbursement of tuition costs will be made to the employee who completes courses of instruction directly related to her position, up to \$300.00 per year. To be applicable, the employee must obtain prior approval of the Assistant Superintendent of Administrative Services.
- E. Reimbursement to the employee will be made for conference attendance and inservice under taken and completed by the employee provided the employee has the prior approval of the immediate supervisor.
- F. Employees will receive severance pay based on the table below. To qualify for severance pay the employee must have been employed for a minimum of fifteen (15) years in Huron Valley. Leaves shall not count as years of service for purposes of computing severance pay.

The percentage of severance pay shall be based upon the employee's last year's base salary.

<u>Years of Service</u>	<u>Percentage of Severance Pay</u>
15	4.5
16	5.0
17	5.5
18	6.0
19	6.5
20	7.5
21	8.0
22	8.5
23	9.0
24	9.5
25	10.5
26	11.0
27	11.5
28	12.0
29	12.5
30	14.0

G. Employees will receive compensation for the identified and approved required certification(s) in the following amounts to be paid annually. Payment will be made upon the employee submitting verification of certification to their immediate supervisor. The supervisor will then forward this documentation to the Executive Director of Human Resources for his approval.

Foremen:	Certified Pool Operator License	\$320
	Boilers License	\$320
Cafeteria Managers:	Safe Service Certification	\$320
Equipment Technicians:	One Certification, either Required or approved by the Department	\$320

H. Miscellaneous - Building Foremen shall be reimbursed for tools they purchased and use on the job up to \$500.00 annually.

I. The Board agrees to reimburse Building Foremen a total of \$150 for a clothing allowance annually (i.e., boots, jackets, gloves). It is further agreed that Cafeteria Managers will be reimbursed a total of \$100 for non-slip shoes annually.

J. Cafeteria Managers agree to a work year that has a total of ten (10) work days to be scheduled before or after the student serving year. These ten (10) days will be scheduled by the Food Service Supervisor on or before July 1st proceeding the work year. The total work days, paid holidays and student serving days in any one work year shall not exceed 200 days.

INSURANCE

Insurance benefits shall continue as specified in Article IV of the 2003-2005 HVFMT Handbook and remain unchanged until June 30, 2008.

Health Insurance

The Huron Valley Board of Education will provide hospitalization insurance for all employees on the following basis:

1. Beginning with the 2004-2005 school year, current employees will be covered by MESSA Choices with a \$5/\$10 prescription co-pay and no deductible in-network. Current employees shall have the option to keep MESSA Super Care I, if the member pays the difference between the premium cost for Choices and Super Care I.
2. New employees will be covered by MESSA Tri Med for the first four years of employment with the district.
3. Comparable coverage as provided by a carrier or plan selected by the Board.

As an option, employees who are covered by another health insurance plan may receive an annual cash payment in the amount of \$3,248. This allowance shall be increased each year by the same percentage as the increase in the salary schedule.

Group Term Life Insurance

The Board will select the insurance carrier and support the cost of a forty-five thousand dollar (\$45,000) group term life insurance policy with AD&D for each employee.

Basic Dentistry Plan

The Board will select the insurance carrier and support the cost of a Basic Dentistry Plan for all employees. The following provisions shall apply to the Basic Dentistry Plan:

1. The Basic Dentistry Plan shall include the following services: examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, crowns, jackets, oral surgery (primarily extractions), endodontic and periodontic services.
2. The Basic Dentistry Plan shall be based upon a percentage of payment of dentist charges, not to exceed eighty percent (80%) of such charges.

3. A major dental plan is also included which is 80% Class II dental coverage including bridges, partials and full dentures.
4. The maximum benefits person for Class I and Class II benefits combined is \$1,500 per calendar year.
5. In addition to the Basic Dentistry Plan an orthodontia rider will be provided for employees to cover up to 50% of charges not to exceed \$2,500 lifetime maximum benefit per eligible insured person for treatment by orthodontists and for orthodontal appliances.
6. Where applicable, the dental programs described above shall provide for both internal and external co-ordination of benefits.

Optical Insurance

Optical insurance will be provided for employees and their dependents. The following vision care plan including coordination of benefits will be provided:

An examination, frame and one pair of corrective lenses (including prescription sun glasses, photo-ray lenses or contact lenses) will be provided once in a twelve (12) month plan year for each eligible member of the family.

1. Examination - 80% of reasonable and customary
2. Frames, lenses and contact lenses - 80% up to a \$200.00 annual maximum

Long Term Disability

In the event of a long-term disability, employees are to be provided with a long-term disability plan. The Board will select the carrier and benefit level for the long-term disability plan. Payable at a rate of up to 65% of monthly salary, not to extend beyond age 65.

V. LEAVES

- A. Sick Leave - Unlimited sick leave for 365 days at which point long-term disability benefits become applicable.

An employee may be permitted to use a maximum of five (5) days of accumulated sick leave, per occurrence, in the event of an extremely serious illness (requiring a doctor's consultation) in the immediate family, as defined in Section C below. The Superintendent may grant additional days, provided the details of such request are submitted in writing.

- B. Personal Business - Up to two (2) days per year to attend to matters of a personal nature which cannot be taken care of at a time other than during normal working hours. Unused personal days will not carry over from year to year.
- C. Funeral Leave - In the event of death in the immediate family, an employee may be granted up to five (5) leave days. The immediate family shall be defined as parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law or sister-in-law. To use this time off without loss of pay, the employee must certify in writing to the immediate supervisor the details of the request.
- D. Vacation - First year employees shall receive up to two weeks of paid vacation. After one year of service and continuing through the third year of service, employees shall receive three weeks. After three years of service an additional day to a maximum of twenty (20) days. Vacation requests must be submitted for approval to the immediate supervisor two weeks in advance of anticipated use. Only year round employees shall be eligible for vacation time.
- E. Holidays - Employees will be paid for the following holidays:

Labor Day
Thanksgiving and the day after
Christmas and the day preceding
New Years and the day preceding
Good Friday (if school is not in session)
Monday after Easter (if school is not in session)
Memorial Day
Independence Day

Holidays which fall within a vacation period do not count as vacation days.

- F. Act of God Days - Employees are required to report to work on Act of God days if it is possible to do so without undue hazard to their safety. Employees will contact their immediate supervisor:

1. If unable to report for work
2. After all routine and emergency duties have been completed.

The immediate supervisor may then release the employee from duty for the remainder of the day.

- G. Other Leaves - Other leaves of absence will be at the discretion of the Board of Education. All leaves of absence may be granted for up to one year and may be renewed by the Board.
- H. Involuntary Leaves or Layoffs - Although the regular work schedule for secondary building foremen and equipment technicians is 52 weeks, 46 weeks for cafeteria managers, the Board retains the right to, without notice, alter vacation and/or work schedules, alter the work year, or make layoffs of employees. There will be a written layoff notice of 60 calendar days prior to any termination by way of layoff.

VI. EVALUATION

Each employee shall be evaluated at least once every three years. The evaluation process and form will be made available to the employee prior to the evaluation. A copy of the completed evaluation shall be provided to the employee and a copy shall be placed and retained in her personnel file.

VII. PAYROLL PROCEDURES

Employee salaries will be paid in twenty-four bi-weekly installments. The employee may choose to use an automatic banking system upon their written authorization. The Board of Education agrees to make voluntary payroll deductions from the salaries of employees for the following purposes:

1. Credit Union payments
2. Established tax-deferred annuity premiums
3. Supplemental life insurance premiums
4. United Fund contributions
5. Professional Association Dues

VIII. GRIEVANCE PROCEDURE

Hereafter, whenever any employee not employed under a Collective Bargaining Contract shall claim:

1. That there has been an erroneous interpretation or misapplication of a specified provision of their employment contract to their detriment or,
2. That there has been a misinterpretation or violation of any established School District rule, regulation or policy which effects the employee, and,
3. That said misinterpretation, misapplication, or violation was brought about by action of another employee having authority over them per the School District's Chart of Organization, such claim shall be presented and adjusted in the following manner:

Step 1

The claimant shall first informally discuss the matter with that person next above them as shown in the School District's Chart of Organization, even though that person may be the one against whom the claim may originate. This informal discussion must take place within five (5) working days from the awareness of the claim.

Step 2

In the event the claim is not thereby resolved to the satisfaction of the claimant, the claimant can thereupon reduce the claim to writing and present it to the person next above the claimant as shown on the Chart of Organization, if such person is not the one against whom the claim originated and, if such person be the one against whom the claim originated, the written claim can be, instead, presented to the person next above as shown on the School District's Chart of Organization. The written claim must be filed within five (5) working days from the informal discussion set forth in the previous paragraph. During each step where a grievance is reduced to writing, the written statement shall clearly specify:

- a. The specific section of the employee's employment contract or specific Board rule or regulation, allegedly violated.
- b. When this alleged violation occurred.
- c. In what way there has been a violation, misinterpretation, or misapplication of the employee's contract or rule or regulation of the Board.
- d. The results of the previous step in the grievance procedure and why such results were unsatisfactory.

- e. The name or names of the aggrieved person or persons, the manner in which they have been injured, and the proposed remedy or remedies for resolution of the grievance.

Step 3

If, after ten (10) working days, the written complaint is still unresolved, it can be transferred by the claimant to the Superintendent of Schools, who shall, within ten (10) working days thereafter, meet with the claimant and such other personnel as necessary in an attempt to resolve the matter.

Step 4

If the claim is not resolved at the Superintendent's meeting, the claim can be transferred by the claimant to the Secretary of the Board of Education, with a written statement of each party's position, within five (5) working days of the conclusion of the Superintendent's meeting.

Step 5

A committee of Board of Education members shall hear said grievance within thirty (30) calendar days of the receipt of the written statement of the parties. During any such hearing, each party may have legal counsel present if they so desire, provided advance notice of counsel's presence be given at least forty-eight (48) hours prior to the hearing. Notice of the hearing time, place and date shall be given the claimant and the person against whom the complaint was originally made at least seventy-two (72) hours prior to the hearing. Both parties shall be permitted to present their statements relative to their position and substantiate same with such valid competent evidence as each deems necessary. Upon conclusion of the hearing, the Board of Education shall render its decision, in writing, within twenty (20) days thereafter.

The filing or pendency of any claim under the provisions of this Policy shall in no way operate to impede, delay or interfere with the right of the School Board to take the action complained of or to authorize or ratify its continuance, subject however, to the final decision of the claim.

If because of the position of the claimant on the Chart of Organization any of the procedural steps are inapplicable, they are hereby declared to be waived.

So as to avoid multiplicity of claims, if the nature of the claim or the relief demanded is such as to compel the addition of other similarly situated claimants, they shall be joined by action of the School Board for purposes of the hearing at Step 5 and any decision reached shall be equally effective as to them.

A complaint instituted by more than one complainant must have absolute mutuality of interest in the subject matter and in the result or relief sought. Such mutual claim shall be instituted at the highest level applicable to the positions on the Chart of Organization occupied by the mutual complainants.

APPENDIX A - SALARY SCHEDULE

Postion	2005-2006	2006-2007
Cafeteria Managers		
Middle School	23,520	23,755
High School	25,866	26,125
Satellite Manager	31,412	31,726
Maintenance Foremen		
Middle School	50,561	51,067
High School	52,954	53,484
Assistant Foremen	44,970	45,420
Technicians		
Network Engineer	58,985	59,575
Instructional Technology Integrator	58,985	59,575
Telecommunications	54,862	55,411
Technology Service & Support	54,862	55,411
Supervisor of Aquatics & Programming		
High Schools	52,430	52,954

A compensation re-opener for the 2006-2007 school year will occur if the state provided student foundation allowance increases or decreases by \$325 or more from the 2005-2006 foundation allowance. A compensation re-opener will occur for the 2007-2008 school year.

A one time only \$200 off schedule payment will be paid on the November 10, 2005 payroll for those bargaining unit members employed on Fall Count Day 2005, to be pro-rated for those employees working less than 30 hours.