# MASTER AGREEMENT BETWEEN THE BOARD OF EDUCATION

# OF THE HILLSDALE

# COUNTY INTERMEDIATE SCHOOL DISTRICT

# AND

# THE HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT

# MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION

# MEA/NEA

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

## GENERAL POLICY STATEMENT

WHEREAS the Board and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contain therein; and WHEREAS, the Board and the Association have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment; the Board and the Association do hereby set forth and memorialize their full agreement.

## ARTICLE I
## RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining agent for all support personnel being instructional assistants, bus drivers, secretarial personnel, couriers, payroll and business office personnel, and maintenance personnel, vocational education assistant, Parent Liaison, and other positions which require the same or similar functions, excluding professional employees' supervisors, administrative employees, and all others. The term "employee", singular and plural, as used hereinafter shall refer to members of the bargaining unit as described above.

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

## ARTICLE II
## PROBATIONARY EMPLOYMENT

A. Employees hired to fill a posted permanent position will serve a probationary period of the first ninety (90) workdays of regularly scheduled employment.

B. The probationary period may be extended, al the option of the Board, an additional forty- five (45) workdays subject to the following:

    1. The Board has evaluated (Article VI, Section D) the employee in writing within the first 70 workdays of the probationary period, and

    2. The Board has stated in such evaluation that the employee's job performance "needs improvement" or is "unsatisfactory."

C. Within the first ten (10) workdays of the extended probationary period (Section B above), the Board shall provide the employee a list of the Board's expectations for improvement and the assistance the Board will provide to assist the employee in improving his/her job performance. The Association President shall also be notified of each probationary extension within these first ten (10) days.

D. Probationary employees shall be subject to dismissal at the discretion of the Board:

    1. At any time during the first ninety (90) workdays probationary period or

    2. At any time during the subsequent forty-five (45) workdays probationary period extension if the Board has provided the employee the terms described in B and C above.

## ARTICLE III
## TEMPORARY EMPLOYMENT

A. The district may hire a temporary support staff person because of a unique program need or a specific student with unique needs. The Association agrees that such a position may be considered a non-bargaining unit position for a period of no more than thirty (30) regularly scheduled school days.

B. However, it is also agreed that should this unique work position require more than thirty (30) regularly scheduled school days, said position shall be considered a temporary employee position for no more than one school year. To prevent undue disruption, the same person will be utilized for the duration of the temporary position insofar as it is possible. All contractual rights are granted thereof with exceptions as follows:

    1. Article X, Seniority Layoff and Recall shall hereby be modified in that persons holding temporary employee position shall be placed in a separate seniority category entitled "temporary." Upon termination of the temporary position that employee may apply for an open position or be laid off. There are no recall rights for temporary employees.

    2. At the beginning of the next succeeding school year, the temporary employee position shall be considered a regular employee position. The temporary employee shall then be given seniority and placed at the appropriate schedule and step including the time in the temporary employee position upon the date of transfer of the position to a regular employee position.

    3. Temporary positions shall be paid during the temporary period in accordance with Scale A of the Salary Schedule (Appendix A).

C. It is understood that current "extras" are considered "Temporary", and the above provisions shall also apply to them.

## ARTICLE IV
## BOARD RIGHTS

A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the Intermediate School District, its properties, equipment, facilities and operations and to direct the activities and affairs of its employees;

2. Hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote, transfer and assign all such employees and to determine the size of the work force and lay off employees;

3. Establish or revise policies and adopt reasonable rules and regulations; and if and when changes are made, the Association and employee will be so informed;

4. Continue or revise its policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days not in conflict with the specific provisions of this Agreement;

5. Determine the services, supplies and equipment for its operations, all methods and means of distributing, disseminating and/or selling its services, and the methods, schedules and standards of operation, means, methods and processes of carrying on the work, including automation or contracting thereof or changes therein, and the institution of new and/or improved methods or changes therein;

6. With the provision of ADA, determine the qualifications of employees by physical and mental health examinations by appropriate medical personnel;
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities;

8. Determine the placement of operations and the source of materials and supplies;

9. Determine the financial policies, including all accounting procedures, and

all matters pertaining to public relations;

10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.

11. Establish course of instruction and in-service training programs for employees as referenced in Article XVI, Section F.

12. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and only to the extent such specific and express terms hereof or by the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

B. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement, shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.

C. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

## ARTICLE V
## EMPLOYEE RIGHTS

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

B. Within ten (10) business days of a new hire, the district will inform the Association, via e- mail, of the following:

1. Full name
2. Position and assignment
3. Starting Salary and step level
4. Home address and phone number

Membership in the Association is not compulsory. Employees shall have the right to join, not join, maintain, or terminate their membership in the Association. Neither party shall exert pressure on or discriminate against an employee because of membership or nonmember ship in the Association.

C. EMPLOYEE DISCIPLINE

1. The employer agrees that discipline will be for just cause for non-probationary employees. The term "discipline" shall include reprimands, suspensions and discharges. The principles of due process and progressive discipline shall be followed. However, the severity of the offense may warrant omitting discipline steps.

2. An employee shall be entitled to have a representative of the union present during any meeting which will or may lead to disciplinary action by the employer. Should disciplinary action be likely, the employee shall be advised of its possibility. When a request for the presence of union representation is made, action shall be delayed for a maximum of 24 hours to allow the employee to secure such representation.

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

the subject of any disciplinary action.

D. EMPLOYEE PERSONNEL FILES

1. Personnel files on individual employees shall be kept and dealt with so as to comply with any laws of the State of Michigan relative thereto. Decisions regarding the employment status of non-probationary employees shall be based on the contents of the personnel file.

2. The Board shall also promptly inform employees of complaints or explicitly critical materials prior to their being placed in the employee's personnel files.
3. An employee has the right to review their personnel file at any time during regular business hours. All personnel files are kept in the district personnel office.

E. EMPLOYEE EVALUATION

1. Each employee shall receive at least one evaluative report every other year from his/her immediate supervisor.

2. Failure to receive an evaluative report pursuant to the last preceding paragraph shall indicate that the employee's work is satisfactory.

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

4. If the evaluator believes an employee is doing unacceptable work, the reasons shall be set forth in specific terms, in writing, and shall identify the specific ways in which the employee is to improve. A conference between supervisor and employee shall be held. A follow-up evaluation shall be conducted within a period of twelve working weeks. Failure to again note a specific deficiency in the subsequent evaluation shall be interpreted to mean that adequate improvement has taken place. A conference with the evaluator shall be held. The employee shall sign a copy of the evaluation prepared by the evaluator. The employee's signature shall not be construed to mean agreement with the evaluation. An employee may submit additional comments to the written evaluation if desired within 20 days. All evaluations are to be placed in the employee's personnel file. Failure to achieve improvement may result in disciplinary action.

5. No complaint against an employee by a person other than a Hillsdale County Intermediate School District employee shall be used for personnel evaluation or placed in the employee's file, unless said complaint is submitted in written form, thoroughly investigated and disciplinary action

taken. This complaint must be signed and dated by the complainant and brought to the employee's attention within five (5) workdays. A complaint unsubstantiated by proper investigation shall not be included in an employee's personnel file.

F. BREAK TIME, LUNCH PERIOD

1. Employees, except bus drivers and bus aides, scheduled for at least six hours of work per day shall be entitled to two (2) fifteen (15) minutes paid breaks (1for each 3 hours worked) per day and 30 minutes of unpaid, duty free, uninterrupted lunch period per day. Employees scheduled for more than five and a half (5.5) hours shall be entitled to two (2) fifteen (15) minute paid break times per day.

2. Employees will work with the supervisor to schedule nonconsecutive break time and lunch periods on the basis of needs of the District student instructional schedules. Those employees not working with students may choose to take their 30 minutes lunch prior to or at the end of their day if agreed upon in writing by the employee and their supervisor. This may include breaks if approved in advance by their immediate supervisor.

## ARTICLE VI
## CONTINUITY OF OPERATIONS

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

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

## ARTICLE VII
## LEAVE PRIVILEGES

A. No employee shall receive paid leave for days which have not been recorded as part of their anticipated work year calendar.

B. PERSONAL TIME OFF (PTO) LEAVE

Paid PTO leave for each regularly scheduled employee shall be determined as follows:

1. All school year employees shall receive twelve (12) PTO leave days granted on July 1st of each upcoming school year. Substitute employees working during the summer shall be granted PTO leave on a prorated basis for actual time worked. These days shall be granted on September 1st for the upcoming school year.

2. All year-round employees shall receive fifteen (15) PTO leave days granted on July 1st of each upcoming school year.

3. Any school year employee hired after the first scheduled workday for the school year shall be granted PTO time on a prorated basis i.e. if hired in the month of August or September then twelve (12) days granted, if hired in the month of October then eleven (11) days granted, if hired in the month of November then ten (10) days granted and so on following the same pattern.

4. Any year-round employee hired after July 1st of the school year shall be granted PTO time on a prorated basis i.e. if hired July they shall be granted fifteen (15) days, if hired in the month of August then fourteen (14) days granted, if hired in the month of September then thirteen (13) days granted, if hired in the month of October then twelve (12) days granted and so on following the same pattern.

5. Probationary employees' to receive 40 hours up front to comply with Paid Medical Leave Act.

6. Probationary employees' shall be granted their appropriate PTO leave days (where forty hours fall under PMLA) upon hire. When a PTO day, which does not qualify under PMLA is requested, prior approval from their immediate supervisor shall be required. If denied an appeal to the superintendent may be made, whose decision shall be final.

7. Unused PTO leave shall be converted to the employees Personal Sick Leave Bank annually July 1st.

8. PTO leave may be used when inclement weather prevents travel to work.

9. On days adjacent to holidays and vacations no more than 15% of the bargaining unit, which require subs, may be absent without approval of the superintendent.

10. PTO leave request of one (1) or two (2) days do not require any rationale to the employer or advanced notice other than entering into the designated electronic absent tracker system.

11. PTO leave request of three (3) consecutive days, no rational is required. However, employees must provide their supervisor with no less than three (3) days prior notice of intent to use PTO leave; except in cases of unforeseen emergencies.

12. PTO leave request of more than three (3) consecutive days, employee must submit a written request with rational to the Superintendent for consideration. Request shall be submitted no less than ten (10) days prior to the dates requested.

C. INDIVIDUAL SICK LEAVE BANK - INDIVIDUAL SICK LEAVE BANK - Paid sick leave for each regularly scheduled employee shall be determined as follows:

1. Unused Individual Sick Leave Bank shall accumulate from year to year, but not beyond a maximum of seventy-five (75) workdays for a regular employee. Employees who have accumulated more than 75 days of sick leave at the end of the school year will be reimbursed for those additional days at their daily rate of pay during the month of July of that school year.

2. Individual Sick Leave Bank with pay shall be allowed once all PTO time has been exhausted as follows:

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

    b. Illness in the immediate family – Sick leave days shall be allowed for illness of a member of the employee's immediate family (including stepfamily). The immediate family shall be defined as the employee's father, mother, spouse, partner, child, siblings, spouse's father or mother, members of the household, and other relatives included at the discretion of the Superintendent.

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

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

D. PTO/Sick Leave Buy Back

1. At the end of June, the Board shall calculate the number of accumulated PTO/Sick Bank days each employee has accrued throughout the year and life of their career. In the first paycheck of July, bargaining unit members will have the option to buy back PTO/Sick bank days at their current daily rate of pay, as determined by the scale below. Their accumulation shall be reduced by the number of days paid. The association will work with administration on a form that will inform payroll that the bargaining unit member wants to take advantage of buying back days. The Bargaining unit member must have this completed form into HR/payroll by June 30th.

2. To qualify, the employee must have and/or maintain at least 35 PTO/Sick bank days as their balance.

| Days left on total balance | Number of days Bargaining unit member can use for buyback |
|---|---|
| 35 days or below | 0 |
| 40 days – 49 days | Up to 5 |
| 50 days to 59 days | Up to 10 |
| 60 days to 75 days | Up to 15 |
| 75 days or above | Up to 20 |

E. ABUSE OF SICK LEAVE

If the Board has reason to believe that any employee is abusing the sick leave provision, it may give the employee notice of the fact that he/she will be required to provide substantiation for further absences. Such notice and requirement shall expire on the following June 30th If such notice has been provided, the board shall reimburse the employee for actual medical costs, if the employee obtains a physician's statement which offers a diagnosis and includes a statement to the effect that "the employee's health condition makes work inadvisable" and also

includes an estimate of the duration of the condition. The Board shall not reimburse expenses eligible for third party payment (e.g., insurance, Medicaid).

F. VACATION TIME

All, 220 day or more, employees covered by this Agreement shall receive the following paid vacations:

1. Up to one (1) year – One (1) Week of Vacation
2. After one (1) year – Two (2) Weeks of Vacation each year
3. After five (5) years – Three (3) Weeks of Vacation each year
4. After nine (9) years – Four (4) Weeks of Vacation each year
5. After Fifteen (15) Years – Four (4) Weeks of Vacation each year and 3 extra days.
6. After Twenty-Five (25) Years – Five (5) Weeks of Vacation each year

The district will purchase back up to one (1) week of vacation pay each year.

Any unused vacation time after the districts purchase back of one (1) week will be lost.

It is the employees' responsibility to notify the HR/Payroll in writing by the first week of June to activate this benefit.

G. PRO-RATA AMOUNT

Employees terminating employment or on a leave of absence shall receive pro-rata amount vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between July 1st and his/her termination date, providing the employee has given the Employer a minimum of two (2) weeks' notice prior to the date s/he terminates his/her employment.

H. BEREAVEMENT LEAVE

Each employee shall be granted up to five consecutive days with pay for the death of a member of the immediate family (including stepfamily), which shall include the employee's spouse, parents, grandparents, siblings, children, grandchildren and spouse's immediate family at the time of death. Up to two days may be taken up to nine (9) months following the date of the death at the discretion of the employee. Others may be included at the discretion of the Superintendent.

I. WORKERS COMPENSATION

Any regular employee who, in the scope of employment, incurs an injury for which compensation under the Worker's Compensation Act is received, will be paid, during the period of disability the difference between the normal wages of the employee, calculated according to the regular anticipated work schedule of the employee and the amount received under Worker's Compensation Insurance, deducted from accumulated sick leave.

J. FAMILY MEDICAL LEAVE

In cases of family illness or extended personal illness, an eligible employee may request, and the Board shall, following the provisions of the Family Medical Leave Aet, grant a family medical leave. Under the provisions of this Act, fringe benefits shall be provided and paid for by the employer for the first twelve (12) weeks of this leave subject to the employee's contribution. The employee may choose to continue his/her health insurance at his/her own expense as permitted by law. Paid leave, as provided in this agreement, shall be concurrent with FMLA.

K. COURT DUTY

An employee who is called for jury duty or subpoenaed as a witness to give testimony for any judicial or administrative tribunal, provided the employee is not a party to the cause or testifying against the district, shall be compensated for a typical day of work. The employee shall remit witness/jury duty pay (less mileage) to the district. If the employee knows prior to noon that he/she is released, the employee will contact the employer to determine whether the employee is to return to work.

L. UNPAID LEAVES OF ABSENCE

1. The Board shall grant an emergency leave of absence for a maximum of three (3) days for emergency situations of a severe and serious nature which prevents the employee from reporting to work. The employee shall fully document the facts of the situation on a form supplied by the Board, including names, dates and times and factual circumstances which required the employee's personal attendance and attention. Emergency leave cannot be used to participate in recreational activities or for vacation.

2. Disabled employees who have exhausted all paid sick leave shall be transferred to a board, unpaid disability leave of absence for the duration of the disability not to exceed one year.

3. Maternity Leave: The Board shall grant a maternity leave of absence up to sixty (60) workdays as a disability leave. The employee and supervisor will determine the beginning and ending dates of the leave. Return from maternity leave will be to the same or similar position to which the District believes the employee is qualified and return from maternity leave will not

deprive the employee of formerly accumulated leave benefits or position on the salary schedule.

4. Employees may make application to the Board for consideration of unpaid leaves of absence without benefits for other purposes. The Board shall have full discretion in the granting or denial of applications.

## ARTICLE VIII
## MEDICAL EXAMINATIONS

Each employee shall be responsible for securing a medical examination when it is either state or federal requirement, and the Board will pay one hundred percent (100%) of the expenses of the examination. When an examination is required at the discretion of the Board, the Board shall pay the expense of the examination fee.

## ARTICLE IX
## VACANCIES AND/OR NEW POSITIONS

A. When a vacancy or new position occurs within the bargaining unit, the following shall occur:

1. Notice of any vacancy or new position shall be posted in the district buildings, and on the district's website at least two (2) weeks prior to filling said vacancy or new position. If a vacancy or new position occurs during the summer months (June, July, August) the board shall notify all employees, including any laid off, on recall, or on a leave of absence by sending notification by email, two (2) weeks prior to filling the vacancy or new position. Descriptions of positions shall be posted in buildings, online and available through the personnel office.

2. The posting shall specify classification, location of work, program if applicable, hours to be worked, starting date and minimum qualifications.

3. When a posting occurs, a qualified employee within this classification shall have the opportunity to transfer into the open position and granted a 30 day trial period. After the 30 days, the administration or employee has the right to return to his/her former position. If more than one employee in the classification requests the transfer, this position will be granted by seniority.

4. Employees and persons laid off, on recall or leave of absence who want lo apply outside of their classification shall do so in writing within the two (2) week posting period. Such qualified persons shall be interviewed, and if they are not awarded the position, upon request they shall be informed of the reason(s) they were denied the position.

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

B. ROTATION OF TEACHER AND INSTRUCTIONAL ASSISTANTS

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

C. TRANSFERS

Involuntary transfers shall be preceded by a meeting of the potential transferee and supervisor, at which transfer reasons shall be specified and any proposals which

would make the transfer unnecessary shall be considered.

D. SUMMER EMPLOYMENT

1. In the event that summer employment is planned for bargaining unit positions except bus drivers, employment will be initially offered to the person/persons who primarily perform said work during the regular school year. Primary employment shall be defined as working greater than one half of a work week in said position.

2. Upon request employees shall be given the first opportunity to substitute during the summer at their regular hourly rate.

E. FULL/PART-TIME POSITIONS

When filling vacancies, full-time positions will remain full-time positions. When possible, every effort will be made to combine part-time positions to make full-time positions.

## ARTICLE X
## SENIORITY, LAY-OFF & RECALL

A. SENIORITY

1. "Classifications" shall be defined as: I) business office, 2) secretaries; 3) drivers; 4) assistants; 5) custodians; 6) couriers; and 7) vocational education assistants and 8) Parent Liaison.

2. Unit seniority shall be defined as the length of continuous service with the district as a member of the bargaining unit. Accumulation of unit seniority shall begin on the employee's first work date. In the event more than one member has the same hire date, position on the unit seniority list shall be determined by the date of first serving the district as a substitute employee. If none of the members previously served the district as a substitute employee, position on the unit seniority list shall be determined by drawing lots.

3. Classification seniority shall be defined as the length of continuous service within the classification in which the employee is presently serving. Employees who voluntarily transfer into a classification from another, shall be placed on the classification seniority list according to their first day of service in the classification provided that if multiple transferees begin work in a classification on the same date, they shall have the same relative positions as on the unit seniority list.

4. Unit seniority shall be lost by an employee upon termination, resignation, retirement, failure to return from a leave of absence, absent three (3) days without notice or laid off after two (2) years. An employee who voluntarily transfers to a new classification shall lose classification seniority in the previous classification but maintain unit seniority. An employee who transfers to a non-bargaining unit position shall retain seniority and the right to return to the previously held position for a period of 6 months.

5. An employee involuntarily transferred to a different classification shall have the same classification seniority as earned in the last previous classification.

6. By October 31, the employer shall annually provide the Association a current seniority list. Within 30 days of posting the seniority list, any objections to the list shall be filed. Thereafter, the list is final and conclusive.

B. LAYOFF

1. The Board shall have the discretion to: lay-off, reduce hours, programs or

service levels when economic, financial, or educational needs of the district dictate.

2. Except in the event of an emergency, no employee shall be laid off or reduced in hours unless he/she has been given forty (40) calendar days written notice.

3. In the event of a necessary reduction in work force, the employer shall identify the specific position(s) to be eliminated and shall identify the employee(s) in the affected classification(s) with the least amount of classification seniority and those employees shall be laid off.

4. An employee whose position has been eliminated due to reduction in the work force or who has been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) which is held by an employee with less classification seniority.

5. In the event an entire classification is eliminated, the employee(s) so affected may utilize his/her unit seniority to "bump" the least senior employee in another classification group. However, such employee must, first, be qualified for the position, have the appropriate state license/permit/certification, and must meet any state requirements for the position before he/she may "bump" into the new classification. "Qualified" for a position shall mean that the individual meets the requirements of the position as posted; provided such requirements are not greater than those held by individuals currently working in that classification.

C. STATUS WHILE ON LAY-OFF

1. A laid-off employee shall, upon application, be granted priority status on the substitute list according to seniority.

2. It shall be the employee's responsibility to keep the Board notified of their current mailing address.

3. Employees on lay-off shall accrue both unit and classification seniority during the period of lay-off.

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

D. RECALL

1. Laid-off employees shall be recalled in order of unit seniority, in their respective classification(s) with the most senior being recalled first.

2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and elate on which the employee is to report back to work.

3. Employees recalled to employment providing at least as many hours a week as were being worked at the time of lay-off, are obligated to take such work. An employee who declines recall to such work shall forfeit rights to recall.

4. Upon request, an employee shall be granted a delay, not to exceed 5 days from receipt of recall notice, in reporting to work. The employer may temporarily fill the position during the delay.

5. Other provisions notwithstanding, the expiration of two (2) years from the beginning date of the following school year after lay-off shall terminate all rights to recall.

## ARTICLE XI
## TRANSPORTATION/DRIVERS

A. Bus routes shall be established, modified, and assigned with the goal of minimizing student riding time, and in accordance with the following procedures:

1. Routes shall be established by the District at the beginning of each school year. The starting time, preliminary routing, number of students and estimated time of the route will be provided. Drivers shall select routes on the basis of seniority (the most senior driver selecting first).

2. Summer route programs beyond the regular school year shall be estimated by the District one week previous to such extensions. Drivers shall select routes based on seniority.

3. During the period between bidding, effort shall be made to spread any permanent reduction in routes proportionately among multiple routes. It is realized that there are temporary variations that can occur because of student attendance patterns. Further, special purpose routes (i.e. single, county-wide routes transporting students to the same location) are excluded from this provision.

B. Non-regular extra driving will be offered to drivers on a rotation basis as follows:

1. Driving necessitated by bus maintenance or repair shall be excluded. If the District does choose to assign such responsibilities to drivers, it shall be clone according to their position on the rotational list.

2. If a need for an extra run arises unexpectedly during the workday and driver scheduled for rotation is not on the premises, the supervisor may choose from these drivers who are on the premises according to the rotation list.

3. "A" trips are defined as any trip over two (2) hours. "B" trips are defined as any other extra trip. A trips and B trips will be assigned on a rotating seniority basis. If a driver refuses one type of trip, they remain eligible, in rotation, for the other trip type.

C. Drivers shall be paid actual driving time, as recorded by a time clock, including time spent for vehicle pre-checks. While on the time clock during non-driving time, drivers are responsible for maintaining appropriate cleanliness of their bus.

D. Drivers and Bus Aides may be assigned student supervisory functions during field trips and similar extra trips at the discretion of the administration. Notice of such functions shall be included when the extra trip is offered. The administration will inform all teachers that driver's need and are entitled to a student-free break during

field trips and will not always be available for student supervision. In this regard, teachers should consult the driver and/or supervisor before planning the field trip student supervision.

E. When a bus route vacancy occurs at least 20 days from the next driver bidding period and is a result of bus driver resignations, termination or approved leave of absence scheduled to extend beyond the next driver bidding period, said bus route vacancy will be offered to existing, regularly employed drivers according to seniority.

F. Drivers shall be provided one jacket every other fiscal year by October 1st.

G. Any part time ISD bus driver who chooses to sub shall cover all ISD sub openings first before being available to sub for another school. This employee shall not be pulled to cover for another district.

H. No driver shall be paid less than seven (7) hours per day.

## ARTICLE XII
## REIMBURSEMENT FOR CERTAIN PERSONAL PROPERTY

The Board will reimburse for actual cost of repair/replacement of dentures, contact lenses and eyeglasses that have been damaged as a direct result of the employee's work performance with the District. Further, the District will reimburse the employee for costs needed to replace clothing and/or personal articles damaged by students (maximum reimbursement $60 per incident).

## ARTICLE XIII
## NEGOTIATION PROCEDURES

A. In the event the salary schedule or any other provisions contained in this Agreement are opened for negotiations, the parties will promptly negotiate for the purpose of reaching an agreement upon such provision. Except upon mutual agreement the parties agree to meet no earlier than seventy-five (75) days prior or sixty (60 days later than the reopening of a provision of this Agreement or the termination of this Agreement.

B. Neither party shall have any control over the selection of the bargaining representatives of the party and each party may select its representatives within or outside the school district. No final Agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority vote of those members voting of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make concessions in the course of negotiations and bargaining, subject only to ultimate ratification.

C. If the Board desires to meet during the working hours, all members of the association negotiation team shall be paid their regular hourly wages. No charge shall be assessed upon employee sick leave/sick leave credit/personal leave time.

## ARTICLE XIV
## GRIEVANCE PROCEDURE

A. Definition –

1. A grievance shall be defined as a claim of the misapplication or violation of this Agreement or any written supplemental Agreements.

2. "Days" are days when the administrative office is open.

B. Limitations:

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

a. Any matter which is prescribed by law or state regulation, or over which the Board is without power to act.

b. Dismissal and discipline of probationary employees.

c. Provisions of insurance contracts or policies.

d. Prohibited subjects of bargaining.

C. Procedure:

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

### Step 1

The employee shall first discuss the grievance orally with the person charged with his/her immediate supervisor within ten (10) days of occurrence.

### Step 2

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

**Step 3**

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

**Step 4**

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

**Step 5**

1. Individual employees shall not have the right to process a grievance at Step 5.

2. If the Association is not satisfied with the disposition of the grievance at Step 4, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator in accordance with its rules.

3. Neither party may raise a new defense or issue at Step 5 not previously or disclosed at other written steps. Each party shall submit to the other party not less than ten (10) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be presented at the hearing and hold a conference at that time in an attempt to settle the grievance.

4. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

D. Arbitration:

    1. The arbitrator shall have no power to:

a. Subtract from, disregard, alter or modify any of the terms of this Agreement.

b. Establish salary schedules or change any salary except in accordance with the Appendix A attached hereto.

c. Change any practice, policy or rule of the Board of Education or substitute his or her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.

d. Decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall construe the Agreement so that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

e. Interpret state or federal law.

f. Hear any grievance barred by other provisions of this Agreement.

g. Hear any matter involving employee evaluation unless it is used as the basis of employee discipline.

2. After a case has been submitted to the arbitrator, it may not be withdrawn by either party except by mutual consent.

3. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall determine the arbitrability issue before proceeding to the issue on the merits. In the event that a case is taken to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

4. More than one grievance may not be considered by the arbitrator at the same time except upon expressed mutual written consent.

5. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall assume its own cost of representation, including witness fees.

E. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limit specified or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her

employment), all further proceedings on a previously instituted grievance shall be barred.

F. All preparation, filing, presentation or consideration of grievance shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.

G. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.

H. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the award be for earlier than thirty (30) workdays prior to the date on which the grievance is filed.

I. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned. From that amount will be deducted any compensation received which was made possible by the dismissal or reduction of hours (e.g. unemployment compensation).

The parties shall make earnest attempts to dispose of grievances at each level of the grievance procedure, and the grievance procedure shall be the exclusive procedure.

## ARTICLE XV
## DURATION OF AGREEMENT

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

   This Agreement is subject to amendment, alteration, or additions only by a subsequent written Agreement between and executed by the Board and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute in the future enforcement of all its terms and conditions.

B. If any specific provision of this Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set fo1th in this Agreement.

   Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Board shall have the right to deal with subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment to this Agreement concerning such subjects or matters.

D. This Agreement shall become effective by July 1, 2026, upon ratification by a majority of the Board and the membership of the Association and shall continue in effect through June 30, 2028, at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

## ARTICLE XVI
## MISCELLANEOUS

A. INDIVIDUAL LEAVE AND LONGEVITY PAYOUT

An employee who leaves the district shall be paid at their daily rate of pay, an amount equal to their accrued Individual sick bank leave time up to seventy-five (75) days, plus any additional unused PTO time from the current school year. An employees' longevity payment shall also be paid per the contract Appendix C. Such compensation shall be paid within thirty (30) business days of the employees last day worked.

B. SUPPORT ASSOCIATION JOB DESCRIPTION

The board will write newly created job descriptions and a committee of employees by classification and administrators will review all proposed Association job descriptions and changes in job descriptions and, if necessary, make recommendations to the Board of Education. The committee must approve job descriptions prior to the posting of the job.

C. "ACT OF GOD DAYS"

The following provisions shall apply to those days on which workstations are closed or delayed because of conditions not within the control of school authorities.

1. When an employee's workstation is officially closed due to "conditions not within the control of school authorities", and if according to law or Michigan Department of Education rule or guideline, the time does not have to be made up, the employee will be paid for the time.

2. If a workstation is delayed from opening at the regular time, employees may report at the time the workstation opens after the delay is canceled. If a workstation is closed early due to "conditions not within the control of school authorities", employees may leave early after notifying their supervisor or the office. Employees will be paid for the regular time the workstation would have been open. Drivers will be paid for one hour at their regular rate for show up time when school is delayed or is closed after 5:00 a.m.

3. During days when the workstation is closed because of "conditions not within the control of school authorities", drivers will be paid their regular hourly rate from the time they regularly report for work in the morning until their workstation is officially closed.

4. The following employees shall receive the equivalent of (2) two workdays

to use for days that school is closed/delayed due to inclement weather and, in their judgment; they cannot get to their workstations. These hours are non-cumulative and are granted on an annual basis: secretaries, and custodians.

D. NECESSARY TRAINING

Before being asked to perform personal care or treatments to a student, employees will be given necessary in-service or training on the procedure from a person that the District deems skilled in the procedure.

E. STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

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

2. Any case of assault and/or battery upon an employee while acting in the scope of his/her employment should be promptly reported to the Board or its designated representative. The Board shall, upon request, provide legal counsel to advise the employee of his/her rights and obligations with respect to any such assault and/or battery and shall provide such legal and other necessary representation and assistance as may be required in com1ection with incidents arising out of an employee's efforts at self-defense against an attack on him/her. The employer shall promulgate rules and regulations setting forth the procedure to be utilized in disciplining, expelling, or suspending students for misbehavior.

F. BUS RIDERS

1. On August 1st, an email will be sent to all support staff asking for interest and availability as a bus rider for the new school year. A similar email will go out on November 1 to update availability and the sub list.

2. After bus routes are determined, a schedule will be created assigning riders to the routes using the following criteria and progression:

    1. Paraprofessional in the classroom by seniority
    2. Paraprofessional in other classrooms by seniority
    3. Seniority in the Support Union by seniority

Bus Assignments will be updated/changed at semester time based on the updated information of staff assignments and availability.

## G. EMPLOYEES ATTENDING CONFERENCES

1. Employees directed by the Administration to attend mandatory activities shall be compensated for their normal workday. Additional compensation shall be paid for hours beyond their normal workday. These additional hours shall accrue for travel time or extended sessions. When required activity results in an overnight stay, only travel time to and from the activity which is outside the normal day is compensable. No extended session time or down time is compensable.

2. Employees attending outside activities that are voluntary and with administrative approval shall be compensated for their normal daily schedule only.

3. Mileage compensation at the Internal Revenue rate shall be paid for activities listed in paragraphs 1 and 2.

## ARTICLE XVII
## WAGES AND INSURANCE

A. Employee wages are set forth in Appendix A attached.

B. Insurance benefits for the employees are set forth in Appendix B.

C. When an employee is placed in a temporary, substitute position, which is the same classification as the employee's regular assignment, the employee will be paid the same wage rate as he/she is paid in the regular assignment.

When an instructional assistant works in a classroom when another assistant is assigned to the classroom is absent, and the absent employee is not replaced by a substitute despite the remaining assistant's request for a substitute, the remaining assistant shall be paid time and a half for the period of absence.

D. The HCISD will also make every effort to assign a registered substitute teacher or reassign another ISD teacher when the regular teacher is absent. Should a classroom go uncovered with a substitute the affected assistants will receive time and a half for the period of the teacher's absence.

E. Employees scheduled to work second shift shall receive ten cents ($0.10) per hour pay differential. Shift differential is only paid after 3:00 p.m.; work shifts prior to 3:00 p.m. do not qualify.

F. The pay set forth in Appendix A shall be calculated by the employee's hourly rate times the anticipated total number of scheduled work hours in the school year. The pay shall be distributed on the 10th and 25th of each month.

G. Step increases will be granted on the first workday of each contract year of the employee. Employees hired during the contract year shall also receive a step on the first workday of each contract year or after completion of their probationary period.

## ARTICLE XVIII
## DURATION OF AGREEMENT / SIGNATURES

This Agreement shall be effective as of the 1st day of July 2026 and shall continue in effect until the 30th day of June 2028.

**Signature Association President** **Signature of HCISD Board President**

_____ _____

**Association Bargaining Representative** **Board Bargaining Representative**

_____ _____

**APPENDIX A**
**SUPPORT STAFF SALARY SCHEDULE**

**7-1-2026 - 6-30-2027**

| | |
|---|---|
| STEP 1 | 18.16 |
| STEP 2 | 19.01 |
| STEP 3 | 19.87 |
| STEP 4 | 20.72 |
| STEP 5 | 21.57 |
| STEP 6 | 22.42 |
| STEP 7 | 23.27 |
| STEP 8 | 24.13 |
| STEP 9 | 24.97 |

**SCHEDULE AS OF 7-1-2026 - 7% INCREASE**

7-1-2027 - 6-30-2028

| | |
|---|---|
| STEP 1 | 19.07 |
| STEP 2 | 19.96 |
| STEP 3 | 20.86 |
| STEP 4 | 21.76 |
| STEP 5 | 22.65 |
| STEP 6 | 23.54 |
| STEP 7 | 24.44 |
| STEP 8 | 25.34 |
| STEP 9 | 26.22 |

**SCHEDULE AS OF 7-1-2027 - 5% INCREASE**

1. All current employees shall be granted a one-step increase on the first workday of their contract year for the extent of this contract.

2. Employees will be paid on the 10th and 25th of each month or nearest prior business day as it applies. The Board will determine the number of hours to be worked during the pay period based on the needs of the Intermediate School District. Six (6) hours per day and thirty (30) hours per week or nine hundred (900) or greater scheduled hours per school year will be considered full-time. Each employee shall receive in writing, his/her anticipated work schedule for the year which shall include, at minimum, the total number of days, number of days per week, and number of hours per day when requested of his/her supervisor.

3. Both the Board and the Association recognize that due to temporary excessive service demands or unforeseen circumstances work beyond the normal workday may be necessary. The Board may direct an employee to work beyond the normal workday. Such employee will be granted either an equal amount of time as compensatory time or paid the normal hourly rate as overtime, provided that when the wage and hour laws require, the Board shall grant such employee either an equal amount of time as compensatory time calculated at the required overtime rate or pay the required overtime rate. It is understood that every attempt will be made by the Board to give the employee advance notice of the need for work beyond the workday.

4. New Hires will be placed on the salary schedule. The Board may allow up to a maximum of four (4) years of experience on the wage schedule for similar work experience or educational background. If a potential employee has more than four years' experience in the classification of hire, the ISD administration can request union approval for an exemption to grant more steps on the wage schedule. This exemption would be done in writing showing the experience in the classification of hire, the reason for the request and what step is being requested. The union supports hiring quality candidates and is supportive of granting pertinent experience. The union has the right to accept or reject the exemption based on the information submitted.

5. The Board shall have the right to hire employees under any federal program and pursuant to the provisions of law be permitted to pay the wage rate allowed.

6. School year employees' insurance and benefits shall be continued through the summer months.

7. No employee shall be required to work more than 2080 hours or fifty (50) weeks per contract year. An employee may request more than 2080 hours, or fifty (50) weeks and the Board may then offer and upon acceptance by the employee, require fulfillment of the assigned hours.

8. Hours worked by Instructional Assistants.

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

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

   When the request for additional time is granted, an electronic weekly time sheet will be used and approved by the employee's immediate supervisor, and electronically signed by the employee and submitted to the payroll department. Payment will be made monthly.

## APPENDIX B
## INSURANCE

The Board of Education agrees to furnish to all eligible employees Plan A or Plan B. Employees shall receive insurance during the summer months, so long as the Employee pays their portion of the medical benefit plan costs and other insurance premiums/costs.

An Employee whose pay is less than the monthly premium owed shall submit payment of the difference of the premium amount by the 1st of the following month. Payments received after the 15th of the month will be assessed a $20 fee for each late payment occurrence.

Scheduled Fringe Benefit Hours
810 Hour Minimum shall be entitled to 75%
540 Hour Minimum shall be entitled to 50%
270 Hour Minimum shall be entitled to 25%

HISD will make available the health/medical insurance programs, dental insurance programs, term life insurance programs, vision insurance programs, and long-term disability programs, identified in Article XII of the Contractual Agreement, through the Lenawee County Intermediate School District Consortium. All insurance coverages are based upon the consortium plans and contingent on consortium rates. Should HISD leave the consortium plan, insurance coverages and employee cost shares will continue as listed below unless a different agreement is negotiated.

Plan A -- Insurance for the employee's entire family:

A. The Board will provide, selected by the member during open enrollment, any of the four (4) MESSA plans included in the Lenawee County Health Consortium.

B. The District shall pay the current premium costs caps annually adjusted as determined by the State Treasurer as established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee.

C. For the Delta Dental coverage, HISD will pay the premium for each bargaining unit member enrolled in Plan A (as defined by the Consortium plan).

    1. Delta Dental - Class I 100%
    2. Class II 80%
    3. Class III 80% Annual Max $1500
    4. Class IV 80%
    5. Lifetime $1500

D. MESSA term life insurance $45,000 as defined by the Consortium plan. HISD will pay the premium for each bargaining unit member enrolled in Plan A.

E. Vision Service Plan (VSP) – VSP 2 (S) as defined by the Consortium plan. HISD will pay the premium for each bargaining unit member enrolled in Plan A.

F. Long Term Disability. The Board agrees to provide to all Employees an insured income continuation plan for disability extending beyond the Employee's accumulated sick leave. The income continuation plan and insurance carrier are as set forth in the Consortium plan as mutually agreed upon. For long term disability insurance, HISD will pay the premium for each bargaining unit member.

Plan B – Cash Option

Employees may elect to not participate in the group health insurance Plan A as described in E.2 above.

A. Alternatively, Plan B may be chosen and is as follows: The Board will pay a cash in lieu benefit for those employees declining to participate in the group health insurance Plan A. Employees who choose to receive the cash-in-lieu must first show proof of alternative minimum essential medical coverage.

B. For those employees declining participation in the Plan A, the Board will pay a benefit of $7200.

C. Cash Option Increase: When the base number of employees opted for cash-in-lieu reaches 47 employees district wide, cash in lieu benefit will increase to $9600.

D. For the Delta Dental coverage, HISD will pay the premium for each bargaining unit member enrolled in Plan B (as defined by the Consortium plan).
    a. Delta Dental - Class I 100%
    b. Class II 80%
    c. Class III 80% Annual Max $1500
    d. Class IV 80%
    e. Lifetime $1500

E. MESSA term life insurance $50,000 as defined by the Consortium plan. HISD will pay the premium for each bargaining unit member enrolled in Plan B.

F. Vision Service Plan (VSP) – VSP 2 Silver as defined by the Consortium plan. HISD will pay the premium for each bargaining unit member enrolled in Plan B.

G. The amount of the cash payment received may be applied by the employee to a tax- deferred annuity. To elect a tax-deferred annuity, the employee shall enter into a salary reduction agreement.

H. All costs relating to the implementation and administration of the Section 125 program shall be borne by the employer.

I. Part time employees shall be provided with part time benefits prorated to hours worked.

J. All other benefits shall apply and be prorated as per this contract and length of contracted employment except that where a staff member has already attained 100% of insurance/annuity entitlements; no additional payments will be allowed according to this additional employment provisions.

K. Any contribution amounts which may include fees, taxes, medical benefit plan costs (as defined within Public Act 152 of 2011, as amended), and other insurance premiums/costs, exceeding the Board's contribution shall be payroll deducted from the wages of the enrolled Employee or if payroll is insufficient, paid directly by the bargaining unit member no later than the 1st of the month in which the payment is due. The Board shall provide professional liability insurance for all employees of the bargaining unit.

L. The insurance benefits provided shall begin on the first date acceptable to the respective carrier after the employee has begun actual employment and completed all necessary forms. The benefits shall terminate on the last day of the insurance month following the employee's termination, or transfer to unpaid leave, unless the employee's work year has been completed, in which case benefits shall continue until August 31st. Termination of benefits shall be farther governed by the provision of PL 99-272.

M. Employees shall notify the Board as soon as possible of any changes in family composition which affects health insurance premiums.

## APPENDIX C
## LONGEVITY PAY

* 10 to 14 years 5%
* 15 to 19 years 6%
* 20 years and + 7%

* Percent of salary as reflected in chart above for each year.

Longevity will be paid the first pay in January, for employees eligible for longevity, prior to August 21, 2014, longevity will be paid according to your earnings for the previous calendar year. For employees eligible for longevity after August 21, 2014, longevity will be based on salary/hours worked and hours paid.

HOLIDAYS

A. School year employees; Thanksgiving Day, Christmas Eve, Christmas Day.

B. Year-round employees; Thanksgiving Day, Christmas Eve, Christmas Day.

**APPENDIX D**
**GRIEVANCE REPORT FORM**
**HILLSDALE ISD MESPA**

**Grievance Number:**

**Distribution of Form**
1. SUPERINTENDENT
2. PROGRAM DIRECTOR
3. ASSOCIATION
4. EMPLOYEE

**Submit to Immediate Supervisor in Duplicate**

BUILDING _____

ASSIGNMENT_____

NAME OF GRIEVANT _____

DATE FILED _____

**STEP I: Discussion of complaint with Immediate Supervisor.**

_____

_____

_____

_____

_____

_____

_____

_____

_____

**Step II**

**Present grievance in writing to the Program Director within 10 working days of the of alleged occurrence.**

A. **Date the Cause of Grievance Occurred** _____

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

_____

_____

_____

C. **Relief Sought**

_____

_____

_____

D. **Date discussed with Immediate Supervisor**

_____

_____

**Signature and Date**

E. **Decision by Immediate Supervisor (Must be within 10 working days of initiating Step II).**

_____

_____

_____

**Signature and Date**

F. **Position of The Grievant and/or Association**

_____

_____

_____

**Signature and Date**

**If additional space is needed For Step II, attach additional sheets.**

## Step III

A. **Date Received by Superintendent or Designee** _____

B. **Decision of Superintendent (Supt. Has 10 days from receipt)**

_____

_____

_____

_____

**Signature and Date**

C. **Position of Grievant and/or Association**

_____

_____

_____

_____

**Signature and Date**

**If additional space is needed for Step II, attach additional sheets.**

**Step IV**

A. **Date Received by Board of Education Designee (Must be within 5 working days from receipt of Superintendent decision).**

**DATE:** _____

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

_____

_____

_____

_____

**Signature and Date**

C. **Position of Grievant and/or Association**

_____

_____

_____

_____

**Signature and Date**

**If additional space is needed for Step IV, attach additional sheets**

**Step V**

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

**DATE:** _____

B. **Disposition & Award of Arbitrator**

_____

_____

_____

_____

_____

_____

_____

**Signature and Date**

**If additional space is needed for Step V, attach additional sheets.**