

MASTER AGREEMENT

between

HANOVER-HORTON SCHOOL DISTRICT

and

**HANOVER-HORTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

January 1, 2024 – December 31, 2026

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- B. After thirty (30) consecutive calendar days of employment with the district, temporary employees and substitute employees shall become probationary employees and shall subsequently serve a thirty (30) day probationary period (See Article VIII.A.5).
- C. Temporary employees and substitute employees shall not be used to permanently replace members of the bargaining unit, or to avoid filling vacant positions of full or part time employees.
- D. The term "employee" when used hereinafter shall refer to all employees represented by the Association in the bargaining unit as described in "A" above
- E. In this agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE III--NEGOTIATIONS PROCEDURES/AGENCY SHOP

- A.
 - 1. **Successor Agreement.** The parties hereto agree to commence negotiations on a successor agreement at least sixty (60) days prior to the expiration date of this Agreement.
 - 2. **Bargaining Agreement Furnished.** The Employer agrees to provide each employee with a copy of this Agreement and to provide a copy of this same Agreement to all new employees entering the employment of the Employer.
 - 3. **Additional Agreements.** No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto, and, cancels and supersedes any other agreement, understandings, past practices and arrangements heretofore existing.
- B. **Special Conferences.** For the discussion of important matters (not grievances) special conferences may be arranged at a mutually satisfactory time between the Association and the Employer representative(s) within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:
 - 1. Such meetings shall be held not more frequently than once each calendar month unless mutually agreed otherwise.
 - 2. Such meetings must be attended by not more than four (4) bargaining unit members appointed by the Association. Such meetings may be attended by a representative of the JCEA. The Superintendent and/or other designated representatives of the Board will represent the Employer.
 - 3. There must be at least one (1) calendar week's advance, written notice of the agenda from the party requesting the conference. If both parties have subjects they wish to discuss, they shall exchange

- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 the agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States and Michigan General School Laws.

ARTICLE V--ASSOCIATION RIGHTS

- A. School rooms may be used by the Association for meetings and special programs, at no charge, provided that:
1. Arrangements are made in advance with the building principal.
 2. Meetings are scheduled within the regular shift hours of the custodial staff, or special clearance is obtained from the Superintendent.
- B. School messenger service shall be made available to the Association and its members.
- C. Bargaining unit employees may use school telephones for local calls during their off-duty time to take care of business necessities which cannot be done before or after work hours.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property during their off-duty time.
- E. At the request of the Association, second shift employees shall be released from duty without pay to attend Association meetings, provided the meeting will not conflict with a school function or job requirement, and seventy-two (72) hours advance notice is given. Said released time shall be granted no more than four (4) times per school year, nor shall any released period exceed two (2) hours in duration. Upon completion of the meeting, the released employees shall return to their duty stations and complete their full shift.
- F. Up to ten (10) days of release time with pay will be granted by the Superintendent to the President or his/her designee of the Hanover-Horton Affiliates Association to attend MEA training activities and/or to carry out Association business. The Association will pay the cost of the substitute for all days over four (4).
- In the event a bargaining unit member is elected to a MEA-RA delegate position, an additional one to two days (as per MEA Constitution) will be granted.
- G. The Association President, or his/her designee, and the Superintendent, or his/her designee, may meet to conduct Association business during mutually agreed on times, including during the Association President's work shift.

1. The employee was not negligent in any manner and exercised due care in the safeguarding of said property.
 2. The loss or destruction of said property was reported immediately to the employee's supervisor.
 3. The loss or destruction arose out of and within the scope of the employee's regular employment.
- D. **Necessary Force.** When no other person of authority is present or readily available, employees may use such physical force on the person of a pupil as a reasonable prudent person would use to prevent a pupil from injuring himself or others in accordance with Board policy and for no other purpose. The Board shall provide legal advice in the event the employee is the subject of a civil action brought by a student or parent for action taken arising out of and within the scope of one's employment.
- E. **Right to Representation.** An employee shall be entitled, at the employee's request, to have present a representative of the Association when being reprimanded or disciplined for unsatisfactory performance or infraction of rules.
- F. **Just Cause.** No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, reduction in rank or compensation by the Board or representatives thereof, shall be done in privacy. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action.
- G.
 1. **Personnel File.** The employee shall review and sign all materials that are to be included in the personnel files other than those obtained at the time of initial employment. Such signing does not necessarily indicate agreement. The employee shall have ten (10) working days to submit any written statement in regard to such materials for inclusion in the personnel file.
 2. Employees shall have the right, upon request, to review the contents of their personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made by the employee in regard to materials that were not signed by the employee. The review shall be made in the presence of the Superintendent or his designee. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.
 3. Employees believing that the material contained in their personnel file is false or incorrect may, at their option, register a complaint with the Superintendent to have said material corrected or expunged from their file.
 4. To the extent permitted by law, any warning or reprimand in an employee's personnel file which does not relate to a recurring incident within a three (3) year period from the date of warning or reprimand shall be removed from the file at the written request of the employee. Said warning or reprimand shall not be used in a future disciplinary action against said employee.
- H. **Progressive Discipline.** The Board subscribes to the concept of progressive discipline and shall notify the employee in writing of alleged delinquencies, indicate expected corrections, and indicate a reasonable period for correction where such is appropriate. Any disciplinary action taken against an employee shall be

This paragraph is not intended to, nor will supersede, any other portion of this contract unless specifically excluded.

ARTICLE VIII--SENIORITY, LAYOFF AND RECALL

A. **Seniority.**

1. Seniority shall be defined as an employee's length of continuous service with the Board which shall be from his most recent date of hire. Absences from work due to illness, accident, leaves of absence or layoffs shall not be construed as a break in continuous service, except as hereinafter provided. Employees who work in more than one (1) department will accrue department seniority in each department. Employees who change departments shall hold inactive departmental seniority based on service in their previous department.

Employees who work in more than one (1) classification will accrue classification seniority in each classification. Employees who change classifications shall hold inactive classification seniority based on service in their previous classification.

2. The Board will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards as soon as possible after September 30 of each year and changes, as they occur, will be furnished to the Association President. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date, starting with the employee with the greatest amount of seniority at the top of the list.

The seniority list will also reflect the departmental and classification seniority, active and inactive, of each employee.

3. In the event that more than one individual has the same last date of hire, a drawing shall be held to determine position on the seniority list. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.

4. For the purpose of this Agreement, "date of hire" shall be the date the employee first reported for work pursuant to the instructions from the Board.

5. **Probationary Period.**

- a. All new employees shall be probationary employees for the first thirty (30) calendar days since their most recent date of hire. The thirty (30) calendar days probationary period may be extended by the additional number of days necessary to make up for duty days missed

- d. Food Service
- e. Secretarial/Clerical

The job classifications within each department are set forth in Schedules A, B, C, D, and E.

2. **Layoff.** If it becomes necessary to reduce the workforce for any reason, temporary and probationary employees shall be laid off first provided the remaining employees are qualified and capable of satisfactorily performing the available work with a break-in period of ten (10) working days and a minimum of training.
3. If further reductions are necessary, employees with seniority in the department shall be laid off based on departmental seniority, provided remaining employees are qualified and capable of satisfactorily performing the available work with a break-in period of ten (10) days and a minimum of training.
4. If senior employees are not qualified or and capable of satisfactorily performing the available work with the break-in period and a minimum of training, then the junior employee(s) in the department qualified and capable of satisfactorily performing the available work shall be retained based on their departmental seniority.
5. If a displaced or laid off employee has seniority in another department, the employee may bump the least senior employee in the other department; provided the displaced employee has more seniority in that department/and, provided further, that the displaced employee is qualified and capable of satisfactorily performing the work with the break-in period and a minimum of training.
6.
 - a. Written notice of layoff shall be made to the affected employee(s) at least fourteen (14) calendar days prior to the layoff. School year employees not recalled from summer recess at the time school would normally begin shall also be given written notice at least fourteen (14) days prior to the normal start of school. Said notice shall be applicable if the reason for the layoff is due to emergency lack of facilities or declining enrollment which necessitates a layoff.
 - b. In the event of a strike or other concerted work stoppage or interruption by any other employee group in the District, the Employer may temporarily layoff employees with a twenty-four hour notice.
7. In the event of layoff, the Superintendent shall discuss the matter with the Association President prior to taking any formal action.
8. Eligible laid off employees shall have their insurance benefits continued through the month of the effective date of the layoff.
9. **Recall.** Employees shall be recalled in reverse order of seniority with the most senior employee being recalled first; provided, that, the employee is qualified to perform the available work. To be qualified,

E. Substituting By Laid Off Employees.

1. It is understood between the parties that laid off bargaining unit members will be called on a seniority basis to fill temporary assignments, in their classification, prior to substitutes being called. If that member declines or cannot be reached within a reasonable time, the next member will be contacted, etc. until all vacancies for that day are filled.
2. If a laid off bargaining member fills a temporary assignment in the same classification from which the employee was laid off, the employee shall receive his or her regular pay from the first day of the assignment, but benefits will not begin until the member is in the assignment for more than sixty (60) consecutive work days.
3. It is further understood that such work does not impair the bargaining unit member's recall rights nor does it supersede the rights of bargaining unit members not on layoff.
4. The intent of this Section is to give preference to laid off bargaining unit members over substitutes for available work.

ARTICLE IX--VACANCIES, PROMOTIONS AND TRANSFERS

- A. A position within a job classification will be considered vacant when it is a newly created permanent job position or when an employee is transferred or promoted to another position, quits, retires, is discharged for cause, or dies and the Employer determines that it deems necessary to permanently fill that position.
- B. Vacancies Shall Be Posted:
1. The Employer agrees to post vacancies in all buildings as soon as it deems it necessary to fill those vacancies by job bidding. Upon determining that it will fill said vacancy(s) through the job bidding process, the Employer will notify the Association within five days specifying the anticipated posting timelines.
 2. When school is not in session, notice of posting will also be sent to the Association President.
 3. Any employee may apply in writing for a posted vacancy.
 4. Vacancies shall be posted for seven (7) calendar days before an appointment is made.
 5. All vacancies that are posted shall be filled within fourteen (14) calendar days from the end of the period, unless no candidates from the bargaining unit have applied and are qualified as defined herein.
 6. If a vacancy occurs while there are employees on layoff, the vacancy shall not be posted until it is offered to those on layoff in accordance with Article VIII.

substitute. The Board shall have the right to temporarily transfer employees to fill temporary jobs and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) working days. Temporary transfers shall not be used to avoid the posting of permanent openings or vacancies. However, nothing herein contained shall be construed to prohibit the Employer from temporarily transferring employees to fill posted jobs from the time the posting goes up or until the time the successful bidder's trial period is over and he is permanently assigned thereto. When involuntary transfers are necessary, the Employer will endeavor to transfer the least senior employee in the affected classification who is capable of satisfactorily performing the necessary work. Employees temporarily transferred to work in a higher classification shall be paid the rate of the higher classification commencing with the next pay period.

2. **Voluntary Substituting.** Aides substituting in a higher aide classification shall be paid at their current rate.
3. When a newly identified special education student is in need of special education services, the District shall post the position as a temporary position. Temporary positions shall be considered temporary for the rest of the school year.

If the temporary position ends before the end of the school year, Article VIII, D shall apply.

- H. **Employee Disability.** If the Board and the Association mutually agree, an employee, who because of a disability or condition of health is no longer able to satisfactorily perform the job of the job classification he/she occupies, despite accommodations that may be provided by the employer to the employee under the Americans with Disabilities Act, may be assigned, irrespective of his/her seniority, to an open job he/she is capable of satisfactorily performing.
- I. **Student Work Program.** The Board agrees to consult with the Association prior to the initiation of a student work program. The Association has the right to accept or reject the proposed program. Current programs will be reviewed annually.
- J. **Voluntary Quits.** Except for Technical Aides, any bargaining unit member who voluntarily leaves the District's employ or bids out of a position within six (6) months of hire or bidding to the position, shall reimburse the District for all actual training costs and license fees incurred or paid by the District to train and qualify the Employee for such position. Technical Aides shall remain in their position for a minimum of four (4) years after certification. If a Technical Aide voluntarily leaves the District or the position before the end of the four (4) years, the Technical Aide shall reimburse the District for all training and certification costs.
- K. **Annual Aide Bidding Meeting.**
 1. By August 1st each year, there will be an Aide department bidding meeting. All Aides will receive written notice of the meeting, a current seniority list and a list of the vacant Aide and current Aide positions (general, instructional, and special education). Aides bidding on a job must meet the job qualifications prior to the bidding meeting.

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2. If an employee cannot make the bidding meeting, a written notice stating the position chosen must be sent to the Association president or send a representative to speak on the employee's behalf. The representative must have written permission from the absent employee to bid on their behalf. The lack of communication, prior to the bid meeting, by the employee to the Association president or the District business office will result in the loss of any position and will be considered a resignation.
3. Where two (2) employees have the same hire-in-date for the Aide department, district-wide seniority will break the tie. Employees will bid on vacant positions until all positions are filled. An employee having the option for a position of lesser hours than their current position, may choose to be displaced and exercise bumping rights as provided in Article VIII B.

- L. **Employees Holding Two Positions:** Employees may not bid or apply for a second job that would have combined regular hours over forty (40) hours. Employees working two positions will be eligible only for those benefits that are provided under their primary classification. An employee holding two (2) or more positions will not be allowed to bid on extra trips or substitute for other positions if the extra trip or other position interferes with the employee's regular assignments unless approved by the supervisor.

ARTICLE X--WORKING CONDITIONS

A. **Hours.**

1. The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive for custodian and maintenance employees. Secretarial employee's normal workweek shall consist of thirty-seven and one-half (37-1/2) hours per week.
2. Full-time and part-time food service employees may be assigned duties other than their regular assignment on all records, conference and in-service days; provided, however, that on exam days full-time employees shall be assigned additional duties to maintain their regular full-time hours.
3. Nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day, or forty (40) hours of work or pay per week.
4. Employees shall be notified in writing of their general starting and ending time of their work day and work year prior to the beginning of the school year (or beginning employment for a new employee).
5. The Employer may alter an employee's shift by up to one (1) hour provided forty-eight (48) hours advance notice is given to the employee, except for emergencies. Inability to find a substitute shall be considered an emergency.

department, they will remain in their current pay lane for the position they are filling.

15. If an employee is required to work extra duty, the employee will be given the option of overtime pay or equivalent time for compensation. The compensatory time must be taken within the same pay period the compensatory time was earned or within the subsequent pay period.
 - a. When a regularly scheduled kitchen employee is absent, and a substitute cannot be found, staff members shall be offered pay at the rate of time and one-half to satisfy work requirements for the day. Extra duty for this provision shall be per building assignment and offered on a rotating seniority basis, with the first offer being to the most senior employee. (Example- if extra duty is needed at the elementary- the supervisor shall offer extra duty time to those employees assigned to the elementary first- if nobody bids, the extra duty shall be offered to other employees at the high school/middle school and vice versa).
16. Special education aides shall be given an IEP "at a glance" within the first two weeks of the start of a school year or within two weeks of when the information becomes available to the district.
 - i. The district shall provide training to special education aides in the areas of: 1. Restraining techniques, 2. Response to physical assault by students, 3. Protocol for handling combative students
17. All employees will receive a minimum of two (2) hours of pay at their regular rate when reporting for a regularly scheduled work day, and then being released by their supervisor due to unforeseen circumstances, unless notification was provided thirty (30) minutes prior to the scheduled report time.

B. Bus Drivers (General).

1. Each bus route will be timed morning and afternoon to establish the total time of each run. These will be reviewed periodically and or upon request, and on routing changes the pay scale will be adjusted if warranted.
2. All runs will start at the departure from the garage and end when the drivers return to the garage.
3. The minimum base working day offered to drivers will be two and one-half (2-1/2) hours per day and fifteen (15) minutes for each required pre-trip checks. The extended rate will be based on fifteen (15) minute intervals, and will be paid for time over two and one-half (2-1/2) hours.
4. All separate runs will be a minimum of one (1) hour.
5. A combination run (i.e., high school/middle school run or a student added to a run) shall be considered one (1) run.

- f. If any trip is canceled, the driver will be offered the next trip by the supervisor but, the driver may defer the offer.
- g. If the trip requested by the sponsor departs from the High School or Middle School, the drivers' time begins fifteen (15) minutes before said trip start time. If the trip requested by the sponsor departs from somewhere other than the High School or Middle School, the drivers' time begins thirty (30) minutes before said trip start time; and ends when the students are dismissed at the place of origin and the bus is parked for the night.
- h. When a driver takes an extra trip during his/her regular work hours, he/she will receive his/her regular pay for that portion of the trip.
- i. A driver who accepts a special trip and then cancels or fails to show up for the trip without giving at least twenty-four (24) hours advance notice to the Transportation

Supervisor shall lose the driver's next special trip opportunity except when an emergency occurs within the twenty-four (24) hour period that prevents the driver from giving the required notice.

9. **Substitutes.**

- a. Substitute will be hired for an absent driver unless:
 - (1) The absence is for two (2) or less runs.
 - (2) A regular driver can make the run and volunteers to do so.
 - (3) These "substitute" runs will be awarded to the most senior driver with an open time slot.

10. **Bus Washings.**

- a. Each driver is responsible for keeping a clean bus; the exterior of the bus shall be washed at least once a month. The transportation supervisor will inspect the bus when the driver turns in a form indicating that the bus has been washed. Failure to wash the bus in any month will result in the following disciplinary action:
 - (1) First Occurrence - driver will receive a written reprimand.
 - (2) Second Occurrence - driver will receive a fine of seven and 50/100 dollars (\$7.50).
 - (3) Third and each subsequent occurrence - driver will be suspended without pay for one working day.
- b. The driver will be paid twenty dollars (\$20.00) per month for performing this duty, with a maximum of two hundred (\$200.00) per year. The driver will be paid the accumulated total at the end of the school year.

buses while on the job.

- j. The bus driver shall not allow anyone to drive the bus or act as a substitute for him/her unless authorized to do so by the Superintendent or the transportation supervisor.
- k. Drivers are to transport only students assigned to their buses. Pupils wishing to ride another bus must have a written note from parents and countersigned by the principal and/or designee.
- l. On field trips, athletic team buses, and other special trips, only authorized riders as designated by the sponsor may ride the bus.
- m. Drivers are responsible for the direct supervision of all students who are being transported. This supervisory responsibility ceases when the students are discharged after the accepted discharge time. All drivers involved in the transfer of students at night are to keep early arrival students on their bus until their regular bus arrives.
- n. Riders who cause problems on the bus and whose parents have been contacted may receive a "bus conduct report" form. These are to be given to the transportation supervisor.
- o. A child who has not been taken off the bus list by either the transportation supervisor, a principal, or the Superintendent has a right to ride the bus.
- p. Riders who cause trouble on a field trip or a spectator bus should be referred to the principal in the same way that a regular rider is referred. This should be done the same day or the next school day.
- q. Be consistent with your discipline. If two children are involved, report both.
- r. Children who get on a bus are expected to complete the run.
- s. Any vandalism on the bus is to be reported to the principal and/or the transportation supervisor. The parents of the offender will be presented with a bill to pay for the damage.
- t. Damage to your bus is to be reported to the transportation supervisor as soon as possible.
- u. Requests for maintenance to your bus are to be written on Maintenance Request forms. They are to include the date, and your signature. Any maintenance problems with the buses will be given to the mechanics in writing as soon as the bus driver has knowledge of the problem.
- v. When employees drive for field trips, upon delivery of the students, the driver shall maintain

3. When the extra work or overtime to be performed is a continuation of a specific job that was being performed immediately prior thereto, it shall be considered as unscheduled extra work or overtime and may be performed by the employee or employees who were performing this specific job immediately prior thereto.
4. **In the event that an employee must cover two positions, due to lack of substitutes, employees that are assigned duties of another employee's assignment, will be paid at time and a half for all hours worked beyond their scheduled shift if not pre arranged forty eight (48) hours in advance.**
5. **Compensation** for overtime shall be at time and one-half (1-1/2) the employee's regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours in any one (1) week.
6. **Call-In.** In the event an employee is called in to work, which is not continuous with his/her regular shift, he/she shall be paid time and one-half (1-1/2) his/her regular straight time hourly rate for the actual time necessarily spent on the job or a minimum of two (2) hours pay at the appropriate overtime rate, whichever is greater. It is understood and agreed there shall be no pyramiding of any premium pay.
7. **Flex Schedule and Compensatory Time.** Notwithstanding any other provision in this Agreement, including subparagraphs 5 and 6 of paragraph A of this Article X, the Employer may flex the work schedules for school functions to avoid the payment of overtime in emergency situations. The Employer may not utilize substitutes on a regular basis to avoid the overtime payment. Also, compensatory time may be granted in lieu of overtime compensation for any Employee in the bargaining unit as permitted by law. Compensatory time shall be calculated at 1 1/2 hours for each hour of work for which overtime compensation would be paid. Compensatory time may be accrued up to a maximum of two hundred forty (240) hours. Accrued compensatory time may be used upon request by the Employee within a reasonable time after it is earned provided the use does not unduly disrupt the operation of the Employer. Upon separation an Employee shall be paid for all accrued but unused compensatory hours as required by law.

E. **Safety.**

1. The Employer shall make provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such devices as required thereby.
2. Employees shall observe safety rules and shall use appropriate safety devices or equipment.
3. All Employer-required health examinations will be at Board expense. Selection of the physician is at the discretion of the Board.
4. The employee will inform his/her immediate supervisor in writing of any hazard as soon as the

When an employee retires from the school district, as defined by MPSERS, the employee shall be reimbursed sixty percent (60%) of the daily rate of pay for unused sick leave days up to a maximum of Two Thousand Dollars (\$2,000), or Three Thousand Dollars (\$3,000) when an employee retires with 25 or more years of service within the district.

- c. A record of the sick and personal leave shall be given to the employee once each quarter.
- d. In the event an employee is going to be unavailable for work, the employee shall notify the appropriate supervisor in advance, but not later than one (1) hour prior to the employee's established reporting time, except in cases of emergency when it was impossible for the employee to call. Once the employee has reported unavailability for work, it shall be the responsibility of the Administration to arrange to have the job performed if the Employer deems it necessary.
- e. If an employee becomes ill during his/her work hours, the employee shall notify the appropriate supervisor, if readily available, or call a designated telephone number(s) so that arrangements may be made to cover his/her absence if the Employer deems it necessary.
- f. In situations where there is cause to suspect abuse of sick leave, the Employer shall notify the employee in writing of the suspected abuse and the reasons for same and may require the Employee to submit a physician's statement to verify the absence and future absences. Such notification may be considered a first warning.
- g. After three (3) consecutive days absence due to illness or disability, the Employer may require, at the Employer's expense (unless this cost is covered by the Board insurance policy), a physician's statement to certify that the employee is physically fit to return to duty at the conclusion of such illness or disability without restriction or limitation.
- h. One (1) day of paid sick leave shall be equivalent to the number of hours the employee regularly worked in a regular work day, at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested.
- i. Full-time Employees may use sick leave in increments of not less than two (2) hours. Part-time Employees must have their supervisor's approval to use sick leave in increments of less than one-half (1/2) day. The number of days or hours used shall be deducted from the Employee's sick bank of accumulated unused paid sick leave credits.
- j. Whenever sick leave days are used, the number of days used shall be deducted from the employee's bank of accumulated, unused paid sick leave credits and shall be deducted as either full, half, or one-quarter days.
- k. Bus drivers' sick days will be classified in run units. At the end of the year partial credit will

service arrangements.

Effective January 1, 2022, family member classifications will be interpreted consistent with the Michigan Paid Medical Leave Act, 2018 PA 369 ("PMLA") for paid sick leave. Therefore the term "children" includes biological, adopted, foster and step children, legal wards and children to whom the employee stands *in loco parentis*. The term "parents" includes biological, foster, step and adoptive parents, and legal guardians of the employee or the employee's spouse or an individual who stood *in loco parentis* when the employee was a minor child. The term "sibling" includes a biological, foster or adopted sibling.

Non-immediate family funeral leave may be charged against sick leave, personal leave or vacation. The employee shall have the choice of using sick/personal leave or vacation time while on funeral leave.

- (2) **Jury Duty.** An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Board, shall be paid the difference between what he/she receives from the Court as daily jury duty fees and what he would have earned from his employment with the Board on that day on the basis of the number of hours the employee was scheduled to work at his regular rate of pay. The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of forty (40) days in any calendar year. In order to receive the payment above referred to, an employee must give the Board prior notice that he/she has been summoned for such jury duty, the days for which he/she claims such payment, and if released from jury duty in time for the employee to work one (1) or more hours during the employee's regular shift, the employee must report for duty.

A second or third shift employee who is on jury duty more than one-half (1/2) day may use vacation or sick time for paid leave that day.

- (3) **Witness Duty.** In the event an employee is subpoenaed to appear in a court of competent jurisdiction to give testimony in a case involving the school district, for which the employee is not an adverse witness, the district shall compensate the employee for the time difference between the employee's daily rate of pay and witness fee.
- (4) **Personal Leave.** Each bargaining unit member shall receive two paid personal business days each year. With supervisor approval, a bargaining unit member may elect to use up to an additional three (3) days each year as personal leave on non-student days. Additional personal leave time will be deducted from previously accumulated sick time.

Any unused personal business days shall be converted to sick days and added to the bargaining unit member's accumulated sick days.

immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

- D. **Returning from Leaves of Absence.** An employee timely returning upon the expiration of a leave of absence shall be returned to his/her former position provided: (1) the position still exists and (2) the employee is capable of satisfactorily performing said job without limitation or restriction. In the event the job has been abolished, said employee may exercise his/her seniority to fill a job in his/her former classification he/she is capable of satisfactorily performing.

ARTICLE XII--HOLIDAYS AND VACATIONS

A. **Holidays.**

1. Employees shall have the following days off with pay when the specific day falls within the employees' scheduled work year: Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve, New Year's Day, President's Day (February Monday), Good Friday if school is not in session, Memorial Day, and Independence Day. Employees may use vacation or personal leave for the Friday preceding President's Day, and Labor Day.
2. In the event school is in session on the day which was to be celebrated as a holiday, the parties agree to meet and negotiate on a mutually agreed upon date for the holiday to be celebrated.
3. To be qualified to receive holiday pay hereunder, an employee must have completed his/her probationary period and must have worked the regularly scheduled work day on the scheduled work day preceding the holiday and the regularly scheduled work day on the scheduled work day following the holiday, unless:
 - a. Such employee was excused in writing by his/her immediate supervisor from working part or all of the hours normally scheduled to work on such days.
 - b. Such day or days occur during the employee's regularly scheduled vacation period.
 - c. Absence on such day or days was caused by illness of the employee and such illness necessitated the use of three (3) or more consecutive sick days, which illness commenced within five (5) calendar days prior to the holiday.
4. If a holiday falls on an employee's regularly scheduled day off, the employee who is eligible for the holiday will be paid holiday pay for that day commensurate with the hours they are regularly scheduled to work.

5. If an employee, who is otherwise eligible for a vacation with pay, dies, retires, quits or is discharged on or after his/her anniversary date upon which he/she qualified for such vacation with pay without having received same, such employee shall receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of his/her anniversary date.
6. Employees who are discharged prior to their anniversary date upon which they would have qualified for vacation with pay shall not be entitled to any portion of the vacation pay for which they would have qualified on their anniversary date. All other employees who retire or die shall receive their prorated vacation pay along with their final paycheck.
7. Absence on account of sickness, injury, or disability in excess of that amount accumulated in the employee's individual sick leave bank shall be charged against accrued vacation days at the request of the employee.

ARTICLE XIII--GENERAL

- A. **Rules of Conduct.** The Board shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary and shall post the changed rules for fourteen (14) calendar days before it deems effective, in addition to furnishing a copy of said rule change to the Association President.
- B. **License Requirements.** It shall be the responsibility of each employee to meet all State required qualifications, tests and licenses for the performance of his/her job responsibilities. Any State required license and/or test must be met to qualify for continuous employment. All bargaining unit members shall receive their full license fee reimbursed at the (receipt) of license.
- C. **Subcontracting.** The Employer shall have the right to subcontract work normally performed by bargaining unit employees when it determines it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and/or more economical basis. The Employer agrees not to layoff or dismiss employees as a result of subcontracting.
- D. **Emergency Work.** It is understood and agreed that in case of emergencies when a sufficient number of employees are not readily available to handle such emergencies, any employee of the Board may be used for the duration of the emergency.
- E. **Employee Address and Telephone.** Employees shall be required to keep the Board informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his/her last address on record with the Board shall constitute notice to the employee of the contents of such communication. Changes in address and telephone must be made known to the supervisor as soon as possible.

been invited to attend the IEPT may do so as a full participant.

5. If any bargaining unit member whose working conditions are impacted by the student has a reasonable basis to believe that a handicapped student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the member will advise his/her supervisor in writing. The supervisor shall review the concern and institute the necessary steps to address and/or remedy the concern.
6. On a case-by-case basis, the building principal and the aide who will be providing services to a special education student will mutually determine what ongoing training, observation opportunities and other support should be provided to the aide. Such support shall be provided to the aide. Such support shall be provided in a timely manner, at no expense to the aide, and with release time as appropriate.
7. For each case a committee comprised of the building principal, an Association representative, the teacher and the special education aide providing services shall determine the level of information awareness to be provided to building staff. Due care will be taken to comply with the Family Educational Rights and Privacy Act (FERPA) and appropriate confidentiality will be maintained at all times.
8. The special education aide(s) shall maintain and/or accrue seniority in the aide classification and shall have bumping rights therein.
9. A comprehensive job description shall be developed for the special education aide that relates directly to the individual student being served.

J. **School Improvement.**

1. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education.
2. The provisions contained in this Section shall apply to all School Improvement Plans, programs or processes set forth by School Improvement Committees established in the Hanover-Horton School District as a result of P.A. 25.
3. It is understood that participation on School Improvement Committees is voluntary. Further, employees who participate, or are non-participants, in such activities shall not be negatively evaluated for any conduct relative to such committees.
4. In the event that any provision(s) of a School Improvement Plan, program or process or application thereof violates, contradicts, or is inconsistent with this Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

arises in that area.

3. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one area and the grievance shall be initiated at level four (4) of the grievance procedure.
4. If an employee has filed a sexual harassment complaint and if resort to the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The District assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the District permit or engage in retaliation of any kind against any employee who initiates a complaint.

- D. **Procedure.** The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by written mutual consent. If the grievance is filed on or after June 1, the time limits may be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practical. Decisions at all levels shall be in writing.

Level One – Informal. An employee with a complaint shall discuss it within five (5) days of the occurrence of the event or the employee has knowledge or should have had knowledge of the event which is its basis with his/her supervisor in an attempt to reach a satisfactory solution. The employee may be represented by the Association at any level in the grievance procedure. Following the initial discussion, either party may involve their representatives in additional discussions in order to effect an equitable solution. Within four (4) days, after presentation of the complaint, the supervisor shall give his/her answer orally to the employee.

Level Two - Supervisor. If the employee is not satisfied with the disposition of his/her complaint, he/she may within the next seven (7) days, file a grievance and arrange for a meeting of himself and his Association representative with the supervisor to again seek a satisfactory solution. Within seven (7) days from receipt of the grievance by the supervisor, he shall render a decision in writing to the grievant.

Level Three – Superintendent. If the Association decides there is a legitimate grievance, the Association designee shall, with seven (7) days, arrange a meeting with the Superintendent. Within fourteen (14) days of said meeting, the Superintendent shall render a decision in writing to the Association designee.

Level Four – Board Level. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within the prescribed time limits, he/she may refer the grievance through the Association to the Board of Education with seven (7) days. Within fourteen (14) from receipt of the written referral to them they shall meet with the Association designee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered with fourteen (14) days of this meeting.

Level Five - Arbitration

1. If the Association is not satisfied with the Level 4 disposition of the grievance by the Board, or if no

3. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. All available information necessary to the determination and processing of any grievance shall be furnished upon written request to the Union or the party involved in said grievance at a reasonable cost for its preparation.
5. Hearings and meetings at all grievance levels will be established by mutual agreement between the Superintendent and the Union.
6. In the event that a grievance is filed by a bargaining unit member of the Union that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, send the grievance directly to the Superintendent.

ARTICLE XV--COMPENSATION

A. **Longevity Pay.**

1. Staff completing five (5) school years through nine (9) school years will receive two hundred and fifty dollars (\$250) payable each June.
2. Staff completing ten (10) school years through fourteen (14) school years will receive three hundred dollars (\$300) payable each June.
3. Staff completing fifteen (15) school years through nineteen (19) school years will receive three hundred and fifty dollars (\$350) payable each June.
4. Staff completing twenty (20) school years through twenty-four (24) school years will receive four hundred dollars (\$400) payable each June.
5. Staff completing twenty-five (25) school years through twenty-nine (29) school years will receive five hundred dollars (\$500) payable each June.
6. Staff completing thirty (30) school years and above will receive seven hundred dollars (\$700) payable each June.

- B. All employees who regularly work twenty (20) hours per week or more shall have the option of receiving their wages over twenty-six (26) pays (every two weeks). This option will become available at the beginning of the school year, after they have completed their first full year with the District.

be responsible for the remaining 20% of the annual medical premium. If the projected annual cost changes on January 1 of each contract year, the 80/20 cost sharing shall be adjusted accordingly with the 20% paid by the eligible employees. Payment will be collected during the school year and completed by the last pay of June, or upon separation of employment.

- C. **Coordination of Benefits/Coverage Clause.** Insurance coverage shall be available to all qualified employees. When both husband and wife are employed with this Employer, one shall be eligible for Plan A and the other for Plan B as set forth above. For those employees who are laid off due to lack of work or prolonged, unpaid disability leaves of absence, the Board will pay the subscription rate for the employee's insurance coverage through the month following the month in which the start of such layoff or leave of absence began. In order for employees to continue coverage beyond such time, they must make arrangements for the payment of the total premium or subscription rate for succeeding months, in which event coverage will be available to them to the extent permitted by the respective policies, if the employee fails to pre-pay the premium, the Board's liability and responsibility for premiums or subscription rates shall automatically be terminated.
- D. **Mileage Allowance.** The Employer shall reimburse employees for the use of their automobile at the IRS rate per mile whenever an employee is required by the Employer to use his/her personal vehicle for school business.
- E. **Payroll Deduction.** The Board shall make payroll deductions upon written authorization from any bargaining unit member for:
1. Employees and Educators Credit Union of Jackson
 2. Jackson City Income Tax
 3. Jackson County United Fund
 4. Any additional insurance coverage or annuity plan approved by the Board and the Association.
The approved annuity plans are MEFSA, Northwestern and VALIC.
 5. United States Savings Bonds
 6. Court Ordered Child Support Payments
- F. **Job Split.** Any bargaining unit member working full-time but in more than one classification, shall be paid according to rates and hours worked in each classification.
- G. **National/State Health Care.**
1. Should the National and/or State Government mandate that the Employer provide a specific level and/or plan of health coverage, the Employer agrees to bargain over the implementation of said mandate and its effect upon the Collective Bargaining Agreement and the health insurance coverage for members of the bargaining unit.
 2. All other benefits including life insurance, vision, LTD, dental and annuities shall remain as provided for in this Article.

ARTICLE XVII--DURATION OF AGREEMENT

- A. THIS AGREEMENT shall be effective as of January 1, 2022 and shall remain in full force and effect through December 31, 2023. The parties hereto agree to commence negotiations on a successor agreement at least sixty (60) days prior to the above expiration date, provided either party gives the other party at least ninety (90) days advance, written notice, prior to the contract expiration date, of its intent to terminate this Agreement by notice of termination or amendment. Otherwise, the Agreement shall remain in effect from year to year until proper notice is given. It is understood and agreed that in the event a successor agreement is not reached as of the above expiration date, the parties are no longer liable for any of the terms and conditions set forth therein, except to the extent provided by law.
- B. The authorized representatives of the parties hereto have executed this Agreement this January 1, 2022



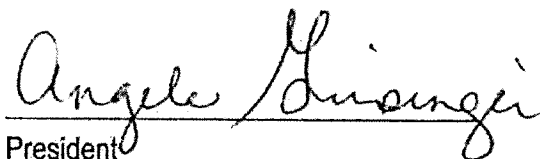
President

JACKSON COUNTY EDUCATION ASSOCIATION



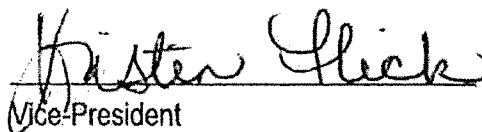
President

HANOVER-HORTON BOARD OF EDUCATION



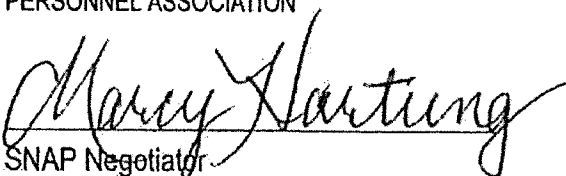
President

HANOVER-HORTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION



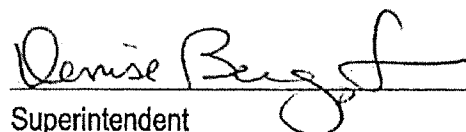
Vice-President

HANOVER-HORTON BOARD OF EDUCATION



SNAP Negotiator

MICHIGAN EDUCATION ASSOCIATION



Superintendent

HANOVER-HORTON SCHOOL DISTRICT

Building Substitutes are paid at the hourly teacher substitute rate plus 10%. That will remain the rate until the Teacher Substitute rate is increased.

Benefits. Employees will be given a document on the first day of school outlining the benefit program as provided by the Jackson County Insurance Consortium.

Any Aide who received greater benefits under the 1988-90 Master Agreement shall continue to receive said benefits as long as they are employed in their current position..

ACA Disclaimer: Those employees who qualify for the Affordable Care Act shall be offered single subscriber healthcare, Cash in Lieu and PAK B

SCHEDULE C—CUSTODIAL/MAINTENANCE/MECHANIC

2024 Schedule C: Custodial/Maint.	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance	\$18.96	\$19.79	\$20.39	\$21.09	\$21.84	\$22.69	
Custodial	\$15.65	\$16.36	\$17.70	\$18.40	\$19.15	\$20.00	
Skilled Maintenance	\$22.96	\$23.79	\$24.39	\$25.09	\$25.84	26.69	

2025 Schedule C: Custodial/Maint.	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance	\$18.96	\$19.79	\$20.39	\$21.09	\$21.84	\$22.69	\$23.54
Custodial	\$15.65	\$16.36	\$17.70	\$18.40	\$19.15	\$20.00	20.85
Skilled Maintenance	\$22.96	\$23.79	\$24.39	\$25.09	\$25.84	\$26.69	\$27.54

2026 Schedule C: Custodial/Maint.	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance	\$19.71	\$20.54	\$21.14	\$21.84	\$22.59	\$23.44	\$24.39
Custodial	\$16.40	\$17.11	\$18.45	\$19.15	\$19.90	\$20.75	\$21.70
Skilled Maintenance	\$23.71	\$24.54	\$25.14	\$25.84	\$26.59	\$27.44	\$28.39

Benefits. Full time employees shall elect one plan and receive full benefits of PAK A or D. Full-time employees shall be defined as those employees scheduled to work 40 hours per week for 52 weeks per year.

Employees will be given a document on the first day of school outlining the benefit program as provided by the Jackson County Insurance Consortium.

****ACA Disclaimer:** Those employees who qualify for the Affordable Care Act shall be offered single subscriber healthcare. Employees who qualify and opt out, receive Cash in Lieu and PAK B. Employees who qualify and opt out do not receive dental coverage

Vacation. Employees shall be allowed vacation time as follows:

- a) Employees who, as of their anniversary date, have completed their first but less than three (3) years of

SCHEDULE D—FOOD SERVICE

If the Hanover Horton supervisor is shared with another district, there will be a lead cook for the MS/HS and a lead cook for the elementary building.

2024 Schedule D: Food Service	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Cook	\$13.42	\$13.96	\$14.56	\$15.26	\$16.01	\$16.68	
Server	\$12.79	\$13.33	\$13.93	\$14.63	\$15.38	\$16.23	
Lead Cook	\$15.62	\$16.16	\$16.76	\$17.46	\$18.21	\$19.06	
Middle School Lead Server	\$13.29	\$13.83	\$14.43	\$15.13	\$15.88	\$16.73	

2025 Schedule D: Food Service	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Cook	\$13.42	\$13.96	\$14.56	\$15.26	\$16.01	\$16.86	\$17.71
Server	\$12.79	\$13.33	\$13.93	\$14.63	\$15.38	\$16.23	\$17.08
Lead Cook	\$15.62	\$16.16	\$16.76	\$17.46	\$18.21	\$19.06	\$19.91
Middle School Lead Server	\$13.29	\$13.83	\$14.43	\$15.13	\$15.88	\$16.73	\$17.58

2026 Schedule D: Food Service	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Cook	\$14.17	\$14.71	\$15.31	\$16.01	\$16.76	\$17.61	\$18.56
Server	\$13.54	\$14.08	\$14.68	\$15.38	\$16.13	\$16.98	\$17.93
Lead Cook	\$16.37	\$16.91	\$17.51	\$18.21	\$18.96	\$19.81	\$20.76
Middle School Lead Server	\$14.04	\$14.58	\$15.18	\$15.88	\$16.63	\$17.48	\$18.43

Benefits. Full time employees shall elect one plan and receive full single subscriber benefits. Full-time employees shall be defined as those employees scheduled to work thirty-five (35) hours per week for the school year.

Employees will be given a document on the first day of school outlining the benefit program as provided by the Jackson County Insurance Consortium.

****ACA Disclaimer:** Those employees who qualify for the Affordable Care Act shall be offered single subscriber healthcare or Cash in Lieu and PAK B.

Health Insurance Deductible. The bargaining unit will be held harmless for fringe benefits to all employees by classification as of ratification date.

- d) Employees who, as of their anniversary date, have nine (9) or more years of service and are full year employees shall receive four (4) weeks of vacation pay.
- e) Secretaries shall have the voluntary opportunity to work over the Christmas Break and Spring Break periods. Work schedules must be submitted and approved within one month of the vacation period. Secretaries will not be approved to work on official holidays over Christmas or Spring break.

Secretaries, hired after September 1, 2007, who, as of their anniversary date, have completed their first year of continuous service with the Board since their last hiring date, shall receive one (1) week of vacation with pay.

APPENDIX A—GRIEVANCE FORM

Hanover-Horton School District
and
Hanover-Horton Support Personnel Association

Grievance # _____ Name of Grievant _____

Assignment _____ Today's Date _____

Submit to your immediate supervisor. Keep one copy for your own reference. Refer to your Master Agreement for time limits.

=====

Level I & II

Date Cause of Grievance Occurred: _____

Statement of Grievant: _____

Relief Sought: _____

_____/_____
Grievant's Signature Date

Response by Immediate Supervisor: _____

_____/_____

_____/_____
Grievant's Signature Date

Response by Board of Education: _____

LETTER OF AGREEMENT – INSURANCE CONSORTIUM

LETTER OF AGREEMENT

Between

HANOVER-HORTON PUBLIC SCHOOLS

And

HANOVER-HORTON EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/JCEA/MEA/NEA

The District and the Association hereby agree:

Regarding the development and implementation of a county-wide medical insurance consortium, both parties agree to meet to discuss participation, carrier, and that will be offered through the consortium. Said meeting will take place within 30 days of medical insurance consortium's creation. Decisions regarding participation in the medical insurance consortium and changes to carrier/levels of coverage made at said meeting will require ratification of both parties. This letter of agreement shall expire August 31, 2016.

For the District

For the Association

John Denney, Superintendent
Hanover-Horton Public Schools

Jonathan Harmon, UniServ Director
Michigan Education Association

Date: _____

Date: _____

Hanover Horton ESPA Contract Addendum

January 1, 2024-December 31, 2026

The Hanover Horton ESPA negotiated the January 1, 2024-December 31, 2026, collective bargaining agreement during the fall and winter of 2023. When that agreement was printed there was some language that was inadvertently left out.

In Article X Section A. Hours #12. There were two sentences omitted:

“Drivers shall be paid for student school days plus additional two (2) Act of God days (including snow/mechanical malfunction).”

“Secretarial employees shall have the option of working remotely on Act of God days, with approval of their supervisor.”

The above language shall be in full force and effect for the remainder of this contract and will be added in the subsequent collective bargaining agreement unless negotiated otherwise.

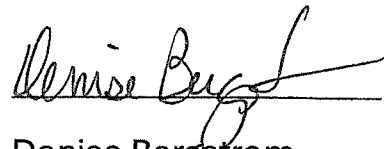
For the Association



Marcy Hartung

MEA SNAP Negotiator

For the District



Denise Bergstrom

Superintendent