

# **MASTER AGREEMENT**

**Between the**

**HARPER CREEK  
BOARD OF EDUCATION**

**And the**

**HARPER CREEK EDUCATION ASSOCIATION,  
MEA-NEA**



**2010-2012**

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**AGREEMENT BETWEEN THE  
BOARD OF EDUCATION  
AND THE  
HARPER CREEK EDUCATION ASSOCIATION  
MEA/NEA**

**PREAMBLE**

THIS AGREEMENT made and entered into as of this 29<sup>th</sup> day of June, 2011 by and between the BOARD OF EDUCATION of the HARPER CREEK COMMUNITY SCHOOLS of Battle Creek, Michigan, hereinafter called the "Board" and the HARPER CREEK EDUCATION ASSOCIATION, MEA/NEA, hereinafter called the "Association".

**WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Harper Creek is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and,

WHEREAS, the Board will furnish, upon reasonable request, all public information to the Association and that the Association will reimburse the Board for additional expenses incurred in furnishing such information. However, the Association may use its own personnel to get the necessary information and use such records or information in the Administration Office; and

WHEREAS, the HARPER CREEK EDUCATION ASSOCIATION - MEA/NEA, will furnish, upon reasonable request, all public information to the Board of Education and that the Board of Education will reimburse the Association for additional expenses incurred in furnishing such information. However, the Board of Education may use its own personnel to get the necessary information and use such records and/or information; and

WHEREAS, the parties have a statutory obligation, pursuant to the Public Employment Relations Act to bargain with respect to certain hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

NOW THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

<b>ARTICLE 1. RECOGNITION</b>
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**Section 1: Bargaining Unit**

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Public Employment Relations Act, for all personnel holding a Michigan teaching certificate issued by the Michigan Department of Education excluding supervisory and executive personnel, substitute, evening, summer school teachers, teachers in competitive grant adult education programs, teaching interns, and paraprofessionals. The term “teacher”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

**Section 2: Membership and Service Fees**

- A. Each bargaining unit member shall, on or before, thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee determined by the Association. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCL 408.477 and at the request of the Association, deduct the service fee from the bargaining unit member’s wages and remit same to the Association. The procedure for involuntary deduction shall be as follows:
  - 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  - 2. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section 2 above.
  - 3. The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

- B. Nothing in this Article shall be interpreted or applied to require deduction of employee contributions to political action or other similar funds of the Association or its affiliates. If the District agrees to make such deductions, the Association will reimburse the District for all administrative costs associated with implementing the deductions in an amount not to exceed \$25/year. The District shall not make such deductions if prohibited by applicable law.
- C. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a Policy Regarding Objections to Political-Ideological Expenditures. That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The internal union remedies set forth in the Policy shall be exclusive, and unless and until such procedures shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- E. Temporary or substitute teachers shall not be required to join the Association or pay a service charge thereto. Teachers, except temporary or substitute, hired during the school year shall within thirty (30) days be required, as a condition of employment, to tender the prorata amount of the membership dues or service charge.
- F. The Association will certify at least annually to the District, at least fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by this Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures.

- G. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel acceptable to the Board for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any teacher whose wages have been subject to involuntary deduction under this Article, provided that no such settlement shall financially obligate the Board's resources without the affirmative consent of the Board.

<b>ARTICLE 2. MANAGEMENT RIGHTS</b>
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The Board of Education hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties; facilities; grades and courses of instruction; athletic and recreational programs; methods of instruction; materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

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

### **ARTICLE 3. TEACHERS' RIGHTS**

The Board and the Association agree that neither will directly nor indirectly discourage, deprive, nor coerce the other in the enjoyment of any right conferred by the Public Employment Relations Act or other laws of Michigan or the Constitutions of Michigan and the United States. Neither the Board nor the Association will discriminate with respect to hours, wages or any terms or conditions of employment by reason of the exercise of rights or the performance of obligations under the Public Employment Relations Act or under this Agreement.

Nothing contained in this contract shall be construed to deny or restrict any teacher rights they may have under the Michigan Revised School Code and/or any other laws of Michigan or the United States.

### **ARTICLE 4. TERMS AND CONDITIONS OF EMPLOYMENT**

#### **Section 1: Teaching Load**

The Board of Education and the Association recognize that pupil/teacher ratio is an important aspect of an effective educational program. Reasonable effort shall be made to maintain the following class sizes:

A.	Elementary	K: 1-4: 5-6: 7-8	25 students, and 26 students, and 30 students, and 32 students
	Splits	K-4: 5-6:	24 students 28 students
B.	Middle School	Except in certain activity type classes, such as physical education and music, the student load for each teacher shall not exceed 32 in any one class;	



C.	High School	Except in certain activity type classes, such as physical education and music, the student load for each teacher shall not exceed 32 in any one class.
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In the event that a class load exceeds the above limits, the administration shall meet with the teacher and the representatives of the Association to review the impact of the classroom composition on teaching effectiveness and to seek a workable solution to the problem(s) identified.

In the event that the above limits are exceeded, one of the following relief's shall be granted:

- A. Mutual consent between the teacher, the administration and a representative of the Association that the education of students is not being adversely affected;
- B. Pay overload compensation of ten dollars (\$10) per day (pro-rated for secondary) per student in excess of the above limits. Payment will be made once each semester, and shall be based upon the attendance as per the first day of the third week of the semester.
- C. Staff may be added;
- D. Paraprofessionals may be employed and assigned to affected staff members for the amount of time that the limits are actually exceeded by two (2) students;
- E. Other mutually agreed solution(s).

If there is no agreement on the relief to be granted, paragraph B shall be the default relief.

It is understood that the Board of Education shall not be obligated to maintain the standards set forth in this section in the event of a catastrophic financial event. In calculating class sizes under this Section, students enrolled in Special Education programs (EI and CI) who are mainstreamed into the regular education program shall be counted as one (1) student for the actual time of their presence in the regular classroom. Similarly, students assigned to a resource room (e.g., LD) shall be excluded from the regular classroom count during the period of that assignment. It is further agreed that assignment of a mainstreamed special education student to a particular classroom or section is subject to prior administrative review and approval.

## **Section 2: Assignments, Vacancies, Promotion and Transfers.**

- A. All reasonable efforts shall be made by the Administration to avoid split building and split class assignments for regular classroom teachers.
- B. Before teacher assignments are made for a subsequent school year, a letter of intent shall be distributed to teachers. Teachers already in the system will be given an opportunity to request placement in assignments for which they are certified and qualified for consideration by administration. This provision does not diminish the administration's authority to make final assignments.
- C. By the first Tuesday following the first Monday in June the Administration shall assign teachers for the forthcoming school year and notify teachers of their assignments. If a change in assignment is made subsequently, it will be treated as an involuntary transfer. All bargaining unit members must be appropriately certified and meet all applicable standards for highly qualified (per NCLB standards, including the NCLB standards adopted by the Michigan State Board of Education) to receive or retain a teaching assignment under the terms of the Agreement. The terms "certified" and "qualified" shall be defined in Article 7, Section 3 B and C of this Agreement.
- D. In case an involuntary transfer is necessary due to staff reduction or realignment, the least senior teacher in the educational level (K-4, 5/6, 7/8, 9/12) and subject area who is certified and qualified for the position to be filled shall be the teacher transferred. Grade level and subject area shall be determined by the administrative assignment made prior to the first Tuesday following the first Monday in June, as is required by Section 2, C, in the event that the involuntary transfer is made during the summer. Grade level and subject area shall be determined by reference to the teacher's actual current assignment if the involuntary transfer is made during the school year.

This provision shall not prevent involuntary transfers made due to documented performance concerns reflected in either disciplinary action or in evaluations.

- E. Any teacher who is notified of an involuntary transfer less than fifteen (15) days prior to the effective date of the transfer will be granted, two (2) days of preparation time with a substitute furnished during that time.
- F. A "vacancy" shall be defined as either a new bargaining unit position or as an opening created by the resignation, retirement, termination, or other separation of a bargaining unit member. If the vacancy occurs during the school year, the District shall have the option to fill the opening on a temporary basis until the conclusion of the school year. Vacancies filled on

a temporary basis will be posted by June 1, at which time the District will review teacher's letters of intent pursuant to paragraph "B" of this section. If the District chooses to fill a vacancy during the school year on a permanent basis, the position will be posted at least seven (7) days prior to the official date of hire.

- G. Vacancies for the coming year shall be posted in each building's office in the District and shall include a statement of qualifications for the position. No vacancy shall be filled for seven (7) calendar days during the summer, from the date of posting of the vacancy. A vacancy occurring during the three week period prior to the first student day may be filled with a three (3) work-day posting restriction.

During summer months notice of any vacancies shall be e-mailed to current District staff and the President of the Harper Creek Education Association, via the District server.

### **Section 3: Teacher Assignment to Non-Professional Tasks**

Teachers shall not be assigned, with or without extra compensation, to tasks which are essentially non-professional, specifically:

- A. Selling and taking tickets at athletic events;
- B. "Crowd handling" at athletic events;
- C. Chaperoning and/or driving buses to athletic events;
- D. Collecting and accounting for milk and lunch monies;
- E. Collecting and accounting for book rental fees, work books, periodicals used in class, towel and lock fees, insurance, school pictures, and other fees charged for student supplies and services; and
- F. Chaperoning student activities of a predominantly social nature.

Nothing in this Agreement shall prevent teachers from voluntarily performing such tasks as set forth in Section 3 above, outside regular school hours at compensation satisfactory to them and shall have all benefits of regular employees when performing regular assignments. A volunteer list for performances of duties is to be circulated by the building principal at the beginning of the school year.

### **Section 4: Work Day**

Each teacher shall be on duty and work the hours required to accomplish the total teaching assignment and responsibility and to assure that sufficient instruction time exists to enable the Board to receive full state aid for each pupil membership.

**Section 5: Teacher Hours – High School**

- A. The normal working hours for high school teachers shall be 7:20 a.m. to 3:05 p.m.\* It is recognized that, in the event that the organization of the school day or the working hours designated above are changed, the high school teacher work day shall not exceed seven (7) hours and forty-five (45) minutes.
  
- B. In addition to the foregoing instructional responsibilities, teachers shall be required, on a rotating basis, to supervise designated areas. Teachers shall be in the hallways outside of their classroom doors or at another assigned post, ten (10) minutes before the start of morning classes. Reasonable efforts will be made to assign teachers to locations near their respective classrooms, if possible. Shared teachers will not be assigned to supervisory duties before or after school unless planning time exceeds standards in Paragraph D, below.

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\*pending no changes from the state regarding instructional time.

- C. On Fridays and days preceding holiday's teachers may be excused at the end of the regular school day.
- D. High school teachers will receive a fifty-five (55) consecutive minute planning period per day if the traditional schedule is in effect. If block scheduling is in effect, high school teachers will receive preparation time on a weekly basis equivalent to five (5) instructional blocks. The administration shall have the right to schedule high school teachers for professional development, collaborative planning, curricular, instructional or assessment-related tasks. Administration may hold up to twelve (12) such meetings each school year, not to exceed two (2) per month. Such meetings shall take place during one (1) planning/preparation block not to exceed two-thirds of a planning period, unless mutually agreed upon.

Amend to allow for a five (5) block schedule at the high school. Each of the current four (4) courses per semester would be reduced by nine (9) minutes. A new fifth course would be added that is approximately 40 minutes in length per day per semester. Planning time would be reduced to eighty-one (81) minutes per day, but lunch would be increased up to 40 minutes per day. Nutrition break shall be eliminated.

The length of the school day at all schools may be increased no more than ten (10) minutes per day. The teachers' starting and end time would not change, but the students' starting and end time may be adjusted.

Said five (5) block schedule shall not be used as a motivating factor to reduce or layoff teaching staff. The content and nature of the forty (40) minute classes shall be mutually agreed upon by the curriculum director, CAT team leader, and building administrator.

- E. Shared teachers shall not be required to count travel time as planning.

### **Section 6: Teacher Hours – Middle School**

- A. The normal working hours for Middle School teachers shall be 7:20 a.m. to 3:05 p.m.\* It is recognized that, in event that the organization of the school day or the working hours designated above are changed, the middle school teacher work day shall not exceed seven (7) hours and forty-five (45) minutes.

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\*pending no changes from the state regarding instructional time.

- B. In addition to the foregoing instructional responsibilities, teachers shall be required, on a rotating basis, to supervise the unloading of buses in the morning. Further, the teachers shall be responsible for seeing that students are properly dismissed, cleared from the building and loaded on buses. Teachers shall be in the hallways outside their classroom doors or at another assigned post, ten (10) minutes before the start of morning classes. Reasonable efforts will be made to assign teachers to locations near their respective classrooms, if possible. Shared teachers will not be assigned to supervisory duties before or after school unless planning time exceeds minimal expectations.
- C. On Fridays and days preceding holidays, teachers may be excused at the end of the regular school day.
- D. Middle school teachers will receive minute planning period time equivalent to the amount of one (1) instructional period per day of which forty (40) minutes shall be consecutive both for Traditional and Teaming. If the teaming concept is in effect, forty (40) minutes shall be used as individual teacher planning and forty (40) minutes will be used for team planning. Two (2) forty (40) minute team planning periods per month may be used for department planning. The administration shall have the right to schedule middle school teachers for professional development, collaborative planning, curricular, instructional or assessment-related tasks. Administration may hold up to twelve (12) such meetings each school year, not to exceed two (2) per month. Such meetings shall take place during one (1) planning/preparation block not to exceed two-thirds of a planning period, unless mutually agreed upon.
- E. Shared teachers shall not be required to count travel time as planning.

### **Section 7: Teachers Hours - Elementary**

- A. The normal working hours for the school year for Elementary teachers shall be 8:10 a.m. to 3:45 p.m.\* It is recognized that, in the event that the organization of the school day or the working hours are changed, the Elementary teacher work day shall not exceed seven (7) hours and thirty-five (35) minutes.

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\*pending no changes from the state regarding instructional time.

- B. In addition to the foregoing instructional responsibilities, teachers shall be responsible for seeing that students are properly dismissed and cleared from the building. Teachers shall be in their classrooms ten (10) minutes before the start of morning classes. Shared teachers will not be assigned to supervisory duties before or after school unless planning time exceeds the minimum standards in ¶D, below. Two (2) teachers in each elementary building will be compensated for supervising the unloading of buses in the morning and the loading of buses in the afternoon. Compensation shall be \$6 for each period of duty not to exceed thirty minutes (30) minutes.
- C. On Fridays and days preceding holidays, teachers may be excused at the end of the regular school day.
- D. Elementary teachers will receive three hundred (300) minutes of planning per week. The administration shall have the right to schedule elementary school teachers for professional development, collaborative planning, curricular, instructional or assessment related tasks during one (1) planning period in each twenty (20) school day interval.
- E. Elementary special subjects teachers' shall not be required to count travel time as planning time.
- F. The scheduling of special classes shall be collaboratively created with input from at least two (2) teachers from each building who are mutually agreed upon between Administration and the Association.

### **Section 8: Lunch Period**

- A. All teachers shall be scheduled for a duty free, uninterrupted lunch period of not less than thirty (30) minutes.
- B. Each teacher shall be paid \$7 per half-hour lunch period to serve noon duty on a permanent basis for the entire year.
- C. At the high school and middle school level, assignment areas for noon supervision shall be posted by the building administrator and teachers shall be selected from a list of applicants. In the event that the number of persons deemed necessary for supervision by the building administrator is not available, then teachers may be assigned noon supervision one (1) in seven (7) days with compensation. If asked by the principal to pull such duty more often than one (1) in seven (7) days, the teacher is to be paid \$9.50 per duty day.
- D. If an elementary teacher is called upon by his/her principal (or designee) to supervise during his/her duty free lunch period in an emergency situation (such as injury, accident or major discipline problems) said teacher will be compensated as per Section C.

- E. Teachers must assume an active role in supervision and maintain conduct levels acceptable to the administration or be subject to replacement with another staff member.
- F. Teachers will not be scheduled to assignments that would necessitate lunch periods earlier than the beginning of the first student lunch period nor later than the end of the last student lunch period.

### **Section 9: Cancellation and Rescheduling of Student Instruction**

Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Board to receive full pupil membership and categorical appropriations. Teachers shall be excused from reporting for school on those days and hours and will receive their regular pay. Teachers shall work on the rescheduled days and hours with no additional compensation. Rescheduling shall be accomplished as specified in the Calendars included within this Agreement.

The parties agree that this contract provision has been negotiated to comply with the provisions of the State School Aid Act and to ensure that the District will incur no loss of state aid. Further, the parties recognize the School District's obligation to comply with requirements set forth in the Revised School Code respecting the required number of "student instruction" days and hours.

### **Section 10: Staff Rooms**

- A. Each school building shall be provided with a staff room or lounge available for staff use during the regular school day. The staff room or lounge is not to be used by staff members to the neglect of regular professional duties. The District and the Association declare their commitment to maintain staff facilities in a clean condition.
- B. The school administration will provide other areas in the building for speech correction, visiting teacher work, inoculations, testing, sick room, storage, etc.

### **Section 11: Classrooms**

The District declares its intention to maintain classroom facilities in a clean condition to include: dusting, sweeping of floors, emptying of wastebaskets, vacuuming and washing of chalkboards. It is recognized that conditions beyond



the employer's immediate control (e.g., adverse weather, employee absence) may cause occasional delay in the effectuation of this intention. Teachers agree to cooperate in this endeavor, within the scope of their professional duties. Classrooms shall be treated as needed to prevent infestation by vermin.

### **Section 12: Room Assignment**

- A. The Administration shall make every reasonable effort to assign each teacher to a permanent classroom for the school year unless the nature of the subject matter necessitates a change in classrooms (e.g. lab classes, pool). In the event that a teacher is required to move more than once per day from one classroom to another, the teacher shall be paid one dollar (\$1) per day for each occurrence of changing classrooms in excess of one.
- B. In the event a teacher is required to permanently relocate from one classroom of original assignment to another during the school year and if the relocation involves movement of books and other supplies, he/she may request a period of two (2) work days to accomplish the move. When so requested, the District shall provide a substitute to cover the teacher's instructional duties for those days.

### **Section 13: Least Restrictive Environment**

- A. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any student who receives services under the Individuals with disabilities Education Act (IDEA) should participate in regular education programs and services involves consideration of that student's unique needs as determined by an

Individual Educational Planning Committee (IEPC). It is further acknowledged and recognized that the general education classroom teachers and the appropriate special education teachers are jointly responsible for implementation of the IEP and for attending to the educational needs of special education students assigned to the teacher's class. Teachers agree to cooperate in the delivery of special education and related services.

- B. Prior to actual placement of a particular special education student within the classroom of a teacher, such teacher(s) may confer directly with the special education teacher/consultant concerning the student and the plan for integration of said student.
- C. If any teacher has a reasonable basis to believe that a disabled student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion, in writing.
- D. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a properly trained individual. Appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures, and the authority for alteration, modification or termination of the procedures.

Bargaining unit members shall be required to perform health services under this provision in an emergency situation only.

## **ARTICLE 5. TEACHERS PROFESSIONAL WORKING RESPONSIBILITIES**

### **Section 1: Supervision**

Supervision of students is the teacher's responsibility. This includes activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies and any other place where students may congregate during the normal school day. Teachers shall cooperate in good housekeeping practices in the halls, respective classrooms and their lounges.

### **Section 2: Research and Development**

Upon request of the administration, teachers shall be encouraged to recognize their professional obligation to participate in curriculum studies, research and revision committees during the school year as a part of professional development and involvement. The District will make attempts to have teacher representation from each building on curriculum council.

### **Section 3: Care of Supplies and Facilities**

Teachers shall be expected to exercise reasonable care for school materials, equipment and facilities assigned to them. Teachers shall not be held monetarily responsible for equipment damage at school or off school premises if teacher exercised reasonable care. "Equipment" shall include but shall not be limited to the use of school laptops.

### **Section 4: Lesson Plans**

Teachers shall at all times have completed, in advance, lesson plans for the next five (5) days of student instruction.

### **Section 5: Personal Appearance**

All teachers shall maintain dress, grooming and personal appearance consistent with their area of teaching.

## **Section 6: Activities and Organizations**

Teachers are strongly encouraged to participate in various activities and organizations associated with Harper Creek Community Schools. These activities include, but are not limited to: PTA or PTO meetings, HCEA, Board of Education meetings, athletic events, choir and band concerts and festivals, theatrical productions, and student recognition events, etc. Teachers shall attend at least one (1) open house per year unless excused by the Principal.

## **Section 7: Faculty Meetings**

Teachers shall be required to attend mandatory meetings up to six hundred sixty (660) minutes per school year.

## **Section 8: Professional Development/Probationary Teachers**

As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment course and/or registration fees. However, when the Board elects to provide this training locally it shall underwrite the cost of same but shall not be obligated to pay any additional compensation to the probationary teacher for the time association with completion of the above requirements.

## **Section 9: Mentor/Mentee Professional Development and Stipend**

Mentor training and assignment must follow current Michigan law.

Both mentors and mentees are eligible to receive professional development credit. In place of professional development credit, mentors can elect to receive a sixty dollar (\$60) stipend for each six (6.0) hours of work with their mentee up to:

Three days (18 hours) for first-year teachers: \$180

Two days (12 hours) for second-year teachers: \$120

One day (6 hours) for third-year teachers: \$60

To receive credit/stipend, both mentors and mentees must submit the professional development log by May 27. Mentors should indicate their compensation preference on the log sheet.

## **Section 10: Professional Development**

The school calendar shall meet the professional development requirements under Section 1527 of the Revised School Code.

Two professional development days in a given school year will be planned by the Curriculum Council, including but not limited to instructional coaches and teacher representatives from each building.

### **Section 11: Representation at Conferences**

Administration will consider leave with pay, not chargeable against the teacher's sick or personal leave, to attend educational conferences, workshops, and/or seminars. Administration will consider a reasonable number of teacher visitations for the purpose of viewing other instructional techniques and programs. The extent of teacher representation and visitation will depend upon the distance, the relevance, and the school budget. Teachers desiring to attend such conferences, meetings, or visitations should secure an application form, discuss it with the principal and then forward it to the Superintendent or Superintendent's designated representative for final approval. No event registration will occur prior to the final approval. Teachers shall be required to submit a written report or make an oral report to their unit within two (2) weeks of attendance at such meetings or visitations.

## **ARTICLE 6. TEACHER EVALUATION**

### **Section 1: Monitoring**

All monitoring or observation of the work of a teacher shall be conducted openly and, to the extent possible, with full knowledge of the teacher. It is understood that unplanned and unexpected observations of incidents which may reflect on the teacher's professional performance may occur. In such cases, the administrator will investigate the circumstances surrounding the observation. Nothing in this section shall prohibit the administration from including such observations in the teacher's total evaluation.

### **Section 2: Objective**

Evaluation shall be considered a means of improving instruction and improving the professional performance of teachers.

### **Section 3: Progressive Discipline**

The parties declare their commitment to the concept of progressive discipline though the parties acknowledge that severe discipline may be imposed with a first time offense if it is supported by the Tenure Act and court decisions interpreting that Act.

### **Section 4: Use of Student Test Results**

Student test results shall not be used as conclusive evidence of teacher competency while determining the quality of service or fitness for retention. But, such results shall be used to assist in the evaluation of curriculum, performance, teaching techniques, and student progress.

### **Section 5: Observation and Appraisal**

- A. Prior to classroom observations the teacher shall be provided a copy of the District evaluation form. This may be accomplished by the evaluating administrator in a group meeting. Observations for evaluation purposes and subsequent conferences will not be conducted during the first two weeks and the last two weeks of the school year. Teachers shall receive at least two (2) days notice of their formal classroom observation. This provision does not prohibit administration from conducting an unannounced informal classroom evaluation at any time.
- B. The administrator shall prepare and submit to the Superintendent a written evaluation at least once every three years for tenure teachers and at least once a year for probationary teachers. The teacher shall receive a copy of the evaluation. Probationary teachers shall receive an IDP annually.
- C. When requested by either the teacher or evaluating administrator, the parties shall hold a conference regarding classroom observation and/or written evaluations. Such conferences shall be held within fifteen (15) working days of the request.
- D. A teacher who disagrees with an observation or evaluation may submit a written answer which shall be attached to the file copies of the observation or evaluation in question and/or submit any complaints through the grievance procedure. Any written answer to an observation or evaluation shall be made within fifteen (15) days after receipt of the completed evaluation instrument by the teacher.
- E. A teacher shall have the right to review the contents of all personnel records (except those materials excluded from the definition of “personnel record” under the Bullard-Plawecki Employee Right to Know Act) maintained by the District pertaining to said teacher, and to have a representative of the Association accompany him/her in such review.
- F. At any time that a teacher’s retention comes into question, the building principal shall make this known to the teachers by at least:
  - 1. Scheduling a conference;
  - 2. Formulating and/or revising an Individual Development Plan.

## **ARTICLE 7. REDUCTION IN STAFF**

### **Sections 1: Procedures**

In the event the Board determines it is necessary to reduce the number of teachers, the following procedure shall be adhered to:

- A. The Board, through its administrators, shall determine the curriculum and the positions to be eliminated, reduced or continued.
- B. Teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified and qualified to be employed in the specific position held by the teacher with less seniority as those terms are defined in Article 7, Section 3B and C.
- C. The Board shall take formal action in order to effectuate the layoff of a teacher. Teachers to be laid off shall be notified in writing of such layoff.

### **Section 2: Notice**

In any layoff the Board shall give written notice to the Association and to the teacher(s) to be laid off at least forty-five (45) calendar days prior to the effective date of such layoff.

### **Section 3: Definitions**

- A. "Seniority" shall be defined as the length of continuous service in the bargaining unit, measured from the last date of hire, not including extra curricular service. Provided that seniority accrued prior to July 1, 1983, will be measured from date of hire with the School District and shall include periods of administrative service. A teacher serving in an administrative position shall not lose unit seniority previously accrued (in either teaching or administrative capacities) but after July 1, 1983, service in an administrative capacity shall henceforth not accumulate bargaining unit seniority.
  - 1. A teacher on layoff shall continue to accrue seniority, for purposes of this Article, during the period of layoff until his/her recall rights expire pursuant to this Article.

2. Leaves of absence granted before July 1, 1983, shall be included in the determination of the amount of seniority. However, such leaves as may be applied for on or after July 1, 1983, shall not be included in the determination of the amount of seniority, except unpaid medical leaves as confirmed by a doctor and child care leaves, limited to one year per child. Leaves of absence taken pursuant to the Family and Medical Leave Act shall not interrupt seniority and shall be included in its determination. Return from leave of absence may be denied where the returning teacher is subject to layoff under the terms of this Agreement.
3. Each year, prior to November 1, the Superintendent, or his/her designee, shall prepare a seniority list and transmit a copy of same to the President of the Harper Creek Education Association and post a dated copy in each building. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their seniority, starting with the teacher having the greatest amount of seniority. In the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified, in writing, of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance. Each teacher's certification, major and minor fields and current assignments are to be included on this seniority list. The Association shall have thirty (30) days from the date of posting to allege any error or discrepancy in the seniority list. Otherwise, the list prepared by the Superintendent shall be conclusive.

- B. "Certification" is defined as holding all certificates, endorsements licenses and/or approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses and/or approvals with the Board. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

A non-certified teacher meeting the requirements of Section 1233 b of the Revised School Code (or its successor provision) shall be considered to be a certified teacher for purposes of this contract, including application of disciplinary standards, serving a probationary period commensurate with that required under the Teachers' Tenure Act and all rights and responsibilities afforded by this contract, except where not permitted by law or regulation of the Michigan Department of Education.



The teacher shall provide written notice to the Board and Association of any change to his/her certificates, endorsements, licenses or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The teacher shall further notify the Board and Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

C. "Qualification" shall be defined as:

1. Holding a major/minor appropriate to his/her assignment and meets applicable standards for a "highly qualified" teacher under NCLB.
2. If a teacher who is required to meet NCLB "highly qualified" standards does not meet those standards, he/she shall be assigned to any existing vacancy for which he/she is certified and qualified.
3. If the teacher cannot be assigned to a vacancy for which he/she is certified and qualified he/she will be placed on layoff status, unless the teacher is certified and qualified to displace another less senior member of the bargaining unit. In the latter event, the more senior teacher shall displace the least senior bargaining unit member holding an assignment for which the more senior teacher is certified and qualified. The teacher ultimately displaced shall be laid off and possess recall rights to the extent provided in this Agreement.
4. Nothing in these provisions shall be applied to afford a probationary teacher priority over a tenure teacher where both are certified and qualified for the same assignment.

#### **Section 4: Certification and Qualifications**

- A. The certification and qualification of a teacher to be laid off shall be the certification and qualifications on file with the Board at the time the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes.
- B. The Board discourages teachers from nullifying any endorsement on their teaching certificate. However, the Board acknowledges the right of the teachers to nullify such endorsements. The Board and the Association advise teachers who exercise this right that they may jeopardize and/or

restrict their employment opportunities in the event of a reduction in work force (layoff). Any teacher who intends to nullify an endorsement shall provide the Superintendent of Schools and the Association with prior written notice of such intent to nullify his/her endorsement(s).

- C. Should a teacher seek to nullify or otherwise limit one or more endorsements or grade level certifications appearing on his/her certificate, the teacher, if tenured, will drop five (5) years from their current position on the seniority list. Their placement will be at the bottom of the said five years. If the teacher is non-tenured, they will be placed at the bottom of the seniority list below the least senior teacher.
- D. Nothing in these provisions shall be applied to afford a probationary teacher priority over a tenure teacher where both are certified and qualified for the same assignment.

## **Section 5: Bumping Rights**

In the event that a teacher is laid off pursuant to this Article, said teacher shall have the right to displace the least senior remaining teacher in the bargaining unit who occupies an assignment for which the laid off more senior teacher is both certified and qualified. Provided, that this provision shall not be applied to allow a probationary teacher to bump a tenured teacher. Any bump must be exercised within ten (10) days into the assignment then held by the teacher who is to be bumped.

## **Section 6: Fringe Benefits**

Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement. However, a teacher shall be eligible to receive fringe benefits which are earned, but not received, prior to layoff. The District shall provide annual insurance payments in the same proportion as actual service days to total scheduled service days during the academic year in which the layoff is implemented.

Any employee laid off pursuant to this Article may, upon application and at his/her option and expense, continue enrollment in health insurance programs to the extent available under COBRA. Such continuation of insurance benefits shall be contingent on prior payment by the employee of the applicable policy premiums.

## **Section 7: Order of Recall**

- A. Teachers on layoff shall be recalled to vacant positions in order of greatest seniority, provided the more senior teacher(s) is certified and qualified for the vacancy or vacancies to be filled. This provision shall not be applied to allow a probationary teacher to be recalled to a vacancy which may be filled through recall of a laid off tenure teacher who is certified and qualified for the vacancy. Vacancies which are filled by recall need not be posted.

Previously accumulated sick leave days shall be restored upon a teacher's recall from layoff under this provision.

- B. Notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligations regarding recall of a teacher shall be satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have five (5) days to indicate his/her desire to accept or reject an offer of recall, and the five (5) days shall commence running on the date the notice of recall is received. In

the event a teacher does not respond within the five (5) day period, the teacher shall forfeit his/her rights to recall and further employment.

- C. A laid off teacher employed under contract by another Michigan Public K-12 or Intermediate School District may refuse recall; however, if the teacher is offered a position for the next school year, the teacher's refusal of the offer shall constitute the teacher's resignation and employment shall automatically terminate. In no event shall a probationary teacher have recall rights for more than two (2) years after the effective date of layoff. In no event shall a tenure teacher have recall rights for more than three (3) years after the effective date of layoff.
- D. Teachers laid off after September 1, 1987, and subsequently recalled shall be given salary credit for each year of comparable evaluated teaching experience acquired while on layoff status, not to exceed three (3) years.

<b>ARTICLE 8. GRIEVANCE PROCEDURE</b>
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**Section 1: Definitions**

A grievance shall be defined as an alleged violation of the express terms and provisions of this Agreement.

**Section 2: Knowledge of Grievance**

A teacher who believes he or she has a grievance shall first discuss the matter with his or her principal personally or accompanied by an Association representative or Association officer within five (5) school days after the teacher has had knowledge or should have had knowledge of the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply and there shall be no reference made in a teacher's personnel record as to any initiation of a grievance of said teacher.

### **Section 3: FIRST STEP**

Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted by the Association shall be submitted in writing on the form provided by the Association to the principal of the school in which the grievance arises. All grievances shall state: the specific facts upon which they are based; when they occurred; the contract provision allegedly violated; and the relief sought. All grievances shall be signed by the teacher who is filing the grievance or any officer of the Association when the Association files a grievance and shall be submitted to the principal within three (3) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association.

The principal shall give a written answer to the aggrieved teacher or the Association within two (2) school days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form, sign it and return a signed copy to the principal.

By mutual agreement of the Superintendent and HCEA Grievance Chairperson, grievances may be initiated at the Second Step (Superintendent level).

### **Section 4: SECOND STEP**

If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and/or the Association representative(s) shall notify the Superintendent in writing within six (6) school days after receipt of the principal's First Step answer of the desire to appeal. If such written request is made, the Superintendent (or his/her designee) shall meet with the grievant and/or Association representative(s) within five (5) school days to consider the grievance. The Superintendent shall provide a written answer to the aggrieved teacher and to the Association representative(s) within five (5) school days after the date of this meeting. If the answer is mutually satisfactory, the Association shall so indicate on the grievance form, and sign it, and return a signed copy to the Superintendent.

### **Section 5: THIRD STEP**

If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the Association shall notify the Superintendent in writing within five (5) school days after receipt of the Superintendent's Second Step answer of the desire to appeal. If such appeal is made, the grievance shall be reviewed at a meeting between the Board [or its designated representative(s)], the Superintendent, the grievant, and the Association representative(s) within ten (10) school days after receipt by the Superintendent of the notice of appeal. A written answer shall be given by the Board (or its representative) to the aggrieved teacher

and the Association representative(s) within fifteen (15) school days after the date of the Third Step meeting.

### **Section 6: Arbitration**

If the grievance has not been settled in the Third Step, the Association may submit the grievance, except as provided below, to arbitration provided such submission is made and served upon the District within ten (10) school days after receipt of the Third Step answer.

- A. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Labor Arbitration Rules then obtaining within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement or to hear matters removed from the arbitrator's authority under this Agreement. Both parties agree to be bound by the award of the arbitrator and that the arbitrator's costs and those of the American Arbitration Association shall be borne equally between the parties.
- B. The arbitrator shall have no authority to rule upon the non-renewal or discharge of a probationary teacher or removal of a teacher from extra-duty positions.

### **Section 7: Failure to Meet Time Limits**

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or the Association. If the Board fails to meet the time limits, the grievance shall automatically proceed to the next level in the procedure. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under the Agreement and the sole method of expression or communications of a view, grievance, complaint, or opinion on any matter related to this Agreement.

### **Section 8: Due Process**

Matters involving discharge or demotion for which a claim may be brought under the Teacher's Tenure Act shall not be subject to arbitration under this Agreement.

### **Section 9: Time for Discussions of Grievance**

The presentation and discussions of grievances provided for in this Article shall take place outside of the regular school hours except during the first two (2) steps of this procedure (Section 3 and 4 of this Article) which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

### **Section 10: Time Limits/Vacations**

Monday through Friday shall be considered "school days" during the summer recess in determining the time limits set forth above.

### **Section 11: Association Knowledge**

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

<b>ARTICLE 9. SUBSTITUTE TEACHERS</b>
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Whenever a teacher is absent from school, for whatever purpose, reasonable efforts shall be made by the Administration to hire a qualified substitute, considering such factors as the availability of substitutes, the number of teachers absent, and the extent to which the District has received sufficient advance notice of teacher absence.

Regular teachers and counselors may be asked to substitute when sufficient non-bargaining unit per diem substitutes are not available. If they agree to substitute, they will be compensated under the options listed in Article 13, Section 10. Teachers and administrators shall cooperate in performing substitute services in the above circumstances.

All reasonable efforts shall be made to permanently fill newly created positions. The District shall have ninety (90) school days to temporarily employ a substitute for a newly created position while actively seeking to permanently fill the position.

## **ARTICLE 10. DISCIPLINE/STUDENT**

### **Section 1: Mutual Commitment**

The parties declare their mutual commitment to maintenance of control and student discipline.

- A. Consistent enforcement of disciplinary procedures will be administered when student misbehaviors warrant it. The teacher will have attempted to remedy student behavior problems through the use of documented disciplinary procedures prior to seeking administrative assistance, not including cases which may cause imminent danger. This documentation will be recorded on the referral form, which will be available in all buildings. Staff input shall be considered when administration makes disciplinary decisions.
  
- B. Administrative disciplinary decisions shall be communicated to the referring staff within forty-eight (48) hours following the written misbehavior referral provided the referral is made by the teacher on the day incident occurred or on the same day the teacher gained knowledge of the incident. These decisions may be emailed to referring staff. In the event that the referring teacher is dissatisfied with administrative discipline, the teacher may submit a written objection to the administrator who issued the discipline, within forty-eight (48) hours after receiving notice of the disciplinary determination.
  
- C. At the commencement of each school year, each building principal shall distribute to the staff written student disciplinary procedures, such procedures to be in accordance with applicable provisions of the Michigan Revised School Code. Staff and administration shall be responsible for following and enforcing these procedures uniformly.



It is understood that the above disciplinary procedures are subject to revision. In the event of such revisions, teachers shall be given written notice of same. Not later than April 1 annually the Association shall forward to the building principals, in writing, any recommendations for revisions of student handbooks for the forthcoming school year. A meeting to discuss feasibility of recommended changes will be held with the teaching staff and building administration by June 1.

## **Section 2: Reporting Incident**

Any case of assault upon a teacher shall be promptly reported, in writing, to his/her building administrator. If a bargaining unit member is required to attend a legal proceeding related to such incident, the member shall be granted paid leave for that purpose.

<b>ARTICLE 11. SHARED TEACHING</b>
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## **Section 1: Definition**

A tenured teacher may share a job with another teacher certified and qualified at the same level of teaching.

## **Section 2: Application**

Application to share a job shall be made prior to sixty (60) days before the beginning of a new semester of school.

## **Section 3: Seniority**

Accumulated seniority and leave days shall be carried into the job-sharing arrangement, in full by all teachers involved.

## **Section 4: Responsibility and Benefits**

The job shall be shared in a prorated manner in terms of working responsibilities, salary and benefits. In the event such an arrangement is implemented during the school year, the sick leave accumulation shall be reduced proportionately for each participating teacher for the time period during which the arrangement is in effect.

## **Section 5: Board and Teacher Rights**

The Board reserves the right to accept or reject any job-sharing request or the continuation thereof. It is expressly understood that job-sharing is for one (1) school year, except where the Administration and involved teachers mutually agree to renew the arrangement. Job-sharing teachers, for the duration of their job-sharing arrangement, are not eligible to apply for vacancies or transfers under the terms of this Agreement unless otherwise expressly authorized by the Superintendent. At the conclusion of the job-sharing arrangement the job-sharing teachers shall be reinstated to full-time positions for which they are eligible according to their seniority, certification, and qualifications. The latter requirement shall not apply where the job-sharing teacher did not have full-time status prior to entering into the job-sharing arrangement.

## **Section 6: Substituting**

In the event one of the teachers agrees to substitute temporarily for his/her partner because the partner is temporarily absent, the substitute's pay shall be at the full per diem substitute rate. (NOTE: the full daily rate will be at the level set by the Board of Education for each year during the term of this contract. The intent is to remit to the teacher, who substitutes for his/her partner, a full day's substitute pay for one half day of instructional services.)

<b>ARTICLE 12. LEAVES OF ABSENCE</b>
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## **Section 1: Sick Leave and Sick Leave Notification**

- A. No deductions shall be made for absence to an aggregate of ten (10) days yearly, with maximum accumulation not to exceed one hundred fifty (150) unused days. Provided, any teacher who has accumulated more than one hundred fifty (150) unused sick days as of July 1, 1987, shall be allowed to retain such accumulation.

A maximum of ten (10) days per school year may be used for serious condition of the teacher's parents, current spouse or children. A medical note verifying the absence must be provided if administration suspects abuse.

"Serious condition" shall be defined as: major surgery, hospitalization for illness or injury, illness or injury requiring the services of a physician and which the attending physician considers sufficiently serious to require the employee to be present.

“Serious condition” shall not include: colds and sore throats, minor illness except in the case of a minor dependent where the dependent is prohibited from attending school, daycare and other child care services.

- B. The following procedure for securing a substitute teacher shall be in effect in the Harper Creek Community School District:

The teacher shall notify the designated substitute service of the teacher’s absence, online or by phone before 6 a.m. (HS and MS) or 7 a.m. (Elementary). The teacher shall also notify their building principal by phone contact or voice mail.

- C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers’ Disability Compensation Act and who has sufficient accumulated sick leave, shall have the right to receive from the Board the difference between the allowance under the Workers’ Compensation Law and the teacher’s regular salary for the duration of the illness, deductible from his/her accumulated sick leave. The teacher’s accumulated sick leave shall be charged proportionately for the salary differential. Example: if Workers’ Compensation benefits are equal to 60 percent of the teacher’s gross daily wage, the teacher’s sick leave shall be charged .4 (four-tenths) of one day for the differential.

- D. Each year, preceding the closing of school in June, each staff member shall receive from the Administration Office a statement of the teacher’s sick leave status; that is, the number of sick leave days used during the current year and the number remaining to the teacher’s credit at the time said statement is issued. The teacher must report any alleged errors within thirty (30) days after receipt of the statement. Otherwise, the statement shall be conclusive.

- E. Accumulated sick leave time shall terminate upon severance of employment.

F. A sick leave bank designed to provide teachers with income protection due to long-term major personal physical or mental disability is established as follows:

1. Teachers will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a disability, and after the expiration of the greater of: (1) the teacher's accumulated sick leave, or (2) a waiting period of twenty (20) workdays during the school calendar year.
2. When a member returns to work from a qualifying leave and he/she has a recurrence of the same qualifying leave within the six (6) month period immediately following return to work, he/she may request a waiver of the waiting period above from the Sick Leave Bank Committee.

3. The number of allowable sick bank days per member will be determined by the following formula:

The number of completed years as members of the HCEA \* 10 = sick bank days allowed

4. No member can use more than sixty (60) days per incident or per year. Members granted access to the sick bank for a second time shall be eligible to receive a maximum of thirty (30) days. Members granted access to the sick bank for a third time shall be eligible to receive a maximum of fifteen (15) days. Members granted access to the sick bank for a fourth time shall be eligible to receive a maximum of seven (7) days. Days may be taken intermittently.
5. A member who is eligible to collect short or long term disability insurance from any source will not be eligible for sick bank usage simultaneously.
6. The sick bank committee duly elected by the membership of the HCEA must convene a meeting to review all requests for sick bank days. All requests for access to sick bank will be accompanied by a doctor's note, and will be approved or denied by a majority of the sick bank committee. The District assumes no responsibilities for such procedures or decisions.
7. The sick bank committee shall be responsible for record keeping and accounting of sick bank days.
8. Childbirth or complications arising from childbirth, or delivery shall be treated as any other illness or disability.
9. The District assumes no responsibilities for such procedures or

decisions related to the use of sick bank leave.

## **Section 2: Personal Leave**

- A. Two (2) days per year shall be granted for purposes of personal leave. Generally, personal leave should be used in situations of emergency for purposes of conducting personal business which is impossible to conduct on weekends, after school hours, or during vacation periods.
- B. Teachers desiring to use personal leave shall notify Administration by a written form provided by the District at least two (2) school days in advance of anticipated absence, stating the day(s) to be used for personal leave. After the submission of the form, the teacher shall appropriately notify the substitute teacher service. In the case of an emergency, leave can be approved by the Superintendent or his/her designee.
- C. Personal leave shall not be granted on the opening or closing days of school, or on the day prior to and following a vacation period, unless an emergency exists, and utilization is approved by the building principal.
- D. A teacher shall not use personal leave days on consecutive work days except in the case of extenuating or unusual circumstances when the use has received the prior approval of the Superintendent or his/her designee.
- E. Unused personal leave shall be credited to the teacher's sick leave accumulation.

## **Section 3: Bereavement Leave**

Not more than five (5) days bereavement leave may be used in the case of the death of parent, spouse, child, step-child, sister, brother or any other person living in the same residence or who is an IRS dependent of the employee. Not more than three (3) days bereavement leave may be used in the case of the death of a grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law or person to whom employee was engaged to marry. Not more than one (1) day sick leave may be used in the case of the death of any relative not listed.

It is expressly understood that limitations mentioned are for each such occurrence.

## **Section 4: Military Leave**

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States and consistent with the FMLA. Leave for military care giving and exigencies

also shall be granted consistent with the FMLA. Upon return from such leave the teacher shall be entitled to re-employment as provided by State and/or Federal law.

### **Section 5: Court Appearances**

A leave of absence may be granted a teacher called for jury duty service or where a teacher receives a subpoena for attendance at court in connection with the teacher's school job responsibilities. If the subpoena involves a non-school-related matter, a teacher may use up to one (1) leave day which shall not be charged against the teacher's credited leave accumulation. If the subpoena is continued by the Court or re-issued for more than one day, the teacher may use up to three (3) sick days for attendance at Court in such circumstances.

Leave shall not be available where the teacher has been subpoenaed to court in a matter where the teacher and/or Association are adverse parties to the School District and/or Board.

When leave is available under the above provisions, the Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury or witness fee (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty or is subpoenaed into court and on which the teacher otherwise would have been scheduled to work. Such leave shall not be charged against the teacher's credited leave accumulation, except as otherwise specified above.

### **Section 6: Child Rearing/Family Medical Leave**

- A. An unpaid leave of absence shall be granted to a teacher for the purpose of child rearing. Such leave shall be taken within the twelve (12) month period immediately following the birth or adoption of a bargaining unit member's child. The length of leave under this paragraph shall not exceed twelve (12) months, renewable at the discretion of the Board.
- B. Where a bargaining unit member, his/her spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period of up to twelve (12) weeks, renewable at the discretion of the Board.
- C. A teacher adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) months after the child arrives in the home.
- D. In order to provide continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent in writing of his/her desire to take leave under this Article. The letter requesting leave shall

include the proposed commencement date of the leave and the date of return. Except in the case of an emergency, teachers shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

- E. In the case of an adoption or foster care placement, a copy of the order awarding custody to the teacher shall be provided to the administration if requested in connection with a teacher's application for leave for those purposes. When leave is taken under this Article to care for a teacher's seriously ill spouse, child or parent, or due to the teacher's own serious health condition, the teacher will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave.

Teachers taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the teacher's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at the Board's expense) be obtained. If that opinion differs from that of the teacher's health provider, the health provider, the teacher and administration (in consultation with the Association, if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, teacher and Association. The cost of this examination shall be paid by the Board.

- F. A teacher who is disabled may continue in active employment provided he/she continues to perform his/her regular duties satisfactorily.
- G. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave in accordance with State and Federal laws.
- H. The teacher shall, upon his/her return, be assigned the same or, if the position does not exist, an equivalent teaching position for which the teacher is certified and qualified, and shall be placed on the salary schedule at the step attained prior to such leave. For purposes of this Agreement, restoration to a bargaining unit position for which the teacher is certified and qualified shall be considered as restoration to an equivalent teaching position.
- I. The Board and the teacher agree to cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

- J. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted an unpaid leave under this section. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control), the Board shall have the right to recover all premium payments made during the unpaid leave interval with the exception of those premium payments attributable to the use or substitution of paid leave. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within five (5) days of demand.
- K. The Board may hire substitute teachers to replace bargaining unit members granted leaves under this section.

**Section 7: Voluntary Leave**

- A. A tenure teacher may be allowed to take an unpaid voluntary leave for a period not to exceed one (1) year without loss or gain in seniority. Such leave must be in accordance with Article 7-Reduction in Staff.



- B. The Board agrees to provide for unpaid voluntary leave with the stipulation that there be no financial obligation as related to salary or fringe benefits while such person is on leave and provided that a certified and qualified replacement is available to insure that the quality of student instruction would not be diminished.
- C. It is agreed that the teacher may continue his/her insurance coverages during the leave by paying premiums to the District in accordance with the District's policies and time lines, to the extent permitted by the respective carriers.
- D. Requests for leave must be in writing and received not less than ninety (90) calendar days prior to the commencement of the leave, except in emergency situations where the Superintendent may approve the leave on shorter notice.

### **Section 8: Political Leave**

The Association and District will follow the requirements of Act 169 of 1976, MCLA 15.401, et seq.

### **Section 9: Sabbatical Leave**

- A. The Board may grant yearly sabbatical leaves at one-half ( $\frac{1}{2}$ ) salary for two (2) tenure teachers who wish to pursue graduate work on a full-time basis, not to exceed one (1) year in duration. Where the Board is required to grant a sabbatical leave in accordance with Section 1525 of the Revised School Code or its successor provision, there shall be no obligation to continue the salary or other compensation of the teacher. Where a teacher takes sabbatical leave under Section 1525 of the Revised School Code, the Board shall consider allocating a stipend for the instructor from professional development funds.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position, or to a position on the salary schedule, as he/she would have been, had the teacher taught in the District during such period. All teachers who accept sabbatical leaves shall agree to work in the District the school year following the sabbatical leave.
- C. Sabbatical leaves shall be granted only at the discretion of the Board of Education on the recommendation of the Superintendent.

### **Section 10: Association Leave**

The Board shall provide ten (10) working days per school year of released time for the handling of Association meetings and conferences, with the Board to be

reimbursed at the rate of substitute pay for the days used within one (1) week from the time such days are taken. No more than five (5) days may be used by an individual teacher during the school year. These days shall not be utilized during examination period, parent/teacher conferences, or on a working day immediately preceding or immediately following a school holiday or school vacation period.

## **ARTICLE 13. SALARY SCHEDULES**

### **Section 1:**

The parties recognize that the salary schedule steps were renumbered with the 1985-86 contract to eliminate the "0" step. The parties intended that no teacher will be entitled to more than their normal increment (one step) despite this renumbering.

### **Section 2:**

In implementing the following salary schedules, the parties recognize that those teachers in the employ (to include those on leave and recall status) of the District on June 1, 1985, and who were in the possession of a valid Michigan permanent, life or continuing teaching certificate were placed at the appropriate step on the BA + 20 salary column. Teachers in the employ of the Board on June 1, 1985, who possessed valid Michigan provisional teaching certificates remained on the BA salary column until such time as they were issued a valid Michigan permanent certificate or otherwise attained eighteen (18) hours beyond BA or a Master's or Specialist degree. Upon completion of those requirements, such teachers were placed upon the appropriate salary column.

Teachers hired after June 1, 1985, must complete twenty (20) hours beyond BA and possess a continuing certificate before being eligible for BA + 20 salary lane placement.

A teacher moving directly from Level 6 of the BA salary lane to another salary lane, and whose years of teaching experience in the District exceed seven years, shall be entitled to move at the rate of two levels per school year on the new salary lane until he/she achieves a level designation corresponding to actual years of teaching experience in the District.

### **Section 3:**

Any bargaining unit non-K-12 teachers shall be placed upon the BA, BA+20 or MA salary column (as appropriate to their degree and credit status) with a maximum placement of Level 6 (as appropriate to their credited teaching experience).

### **Section 4: Salary Schedule**

#### **2010-2011**

2011.

<b>Levels</b>	<b>BA</b>	<b>BA+</b>	<b>MA</b>	<b>PhD/EdD</b>
1	\$33,066	\$33,768	\$34,771	\$36,443
2	\$33,940	\$34,990	\$36,111	\$37,971
3	\$34,990	\$36,040	\$37,669	\$39,609
4	\$36,567	\$37,526	\$39,552	\$41,588
5	\$38,492	\$39,452	\$41,523	\$43,667
6	\$41,009	\$41,305	\$43,599	\$45,849
7		\$43,208	\$45,771	\$48,129
8		\$45,385	\$48,054	\$50,531
9		\$47,734	\$50,445	\$53,051
10		\$50,143	\$52,961	\$55,693
11		\$52,625	\$55,596	\$58,461
12		\$57,226	\$58,369	\$61,374
13			\$63,525	\$67,011
25		\$57,512	\$63,843	\$67,346

Teachers will receive appropriate step movement for 2010- For the 2011-2012 school year; full step increases and a two percent (2%) on schedule salary increase for all bargaining unit members.

Employees to earn .25 percent bonus, off-schedule, with “satisfactory” evaluation.

## **2011-2012**

<b>Levels</b>	<b>BA</b>	<b>BA+</b>	<b>MA</b>	<b>PhD/EdD</b>
1	\$33,727	\$34,443	\$35,466	\$37,172
2	\$34,619	\$35,690	\$36,833	\$38,730
3	\$35,690	\$36,761	\$38,422	\$40,401
4	\$37,298	\$38,277	\$40,343	\$42,420
5	\$39,262	\$40,241	\$42,353	\$44,540
6	\$41,829	\$42,131	\$44,471	\$46,766
7		\$44,072	\$46,686	\$49,092
8		\$46,293	\$49,015	\$51,542
9		\$48,689	\$51,454	\$54,112
10		\$51,146	\$54,020	\$56,807
11		\$53,678	\$56,708	\$59,630
12		\$58,371	\$59,536	\$62,601
13			\$64,796	\$68,351
25		\$58,662	\$65,120	\$68,693

### **Section 5: Longevity**

A bargaining unit member having fourteen (14) – fifteen (15) years of service in the District will receive an annual longevity payment of Two Hundred and Fifty dollars (\$250).

A bargaining unit member having sixteen (16) – twenty (20) years of service in the District will receive an annual longevity payment of Three Hundred Dollars (\$300).

A bargaining unit member having twenty-one (21) – twenty-five (25) years of service in the District will receive an annual longevity payment of Three Hundred and Fifty Dollars (\$350).

A bargaining unit member having twenty-six (26) – thirty (30) years of service in the District will receive an annual longevity payment of Four Hundred and Fifty Dollars (\$425).

A bargaining unit member having thirty-one (31) years of service or more in the District will receive an annual longevity payment of Four Hundred and Seventy-Five Dollars (\$475).

<b>Years of Service</b>	<b>Longevity payment</b>
14-15	\$250
16-20	\$300
21-25	\$350
26-30	\$425
31+	\$475

### **Section 6: Conditions for Vocational Teacher Placement**

To be placed upon the BA scale a vocational teacher without a Bachelor's Degree must have earned a vocational certificate and have six (6) years of work experience.

Experience in excess of six (6) years shall be evaluated in terms of two (2) years industrial, office or distributive experience being equal to one (1) year of teaching experience.

### **Section 7: Payment Schedule**

Every teacher may elect to receive his/her annual salary in 21 equal payments or 26 equal payments. Teachers shall make a written election between June 15 and August 1 to be paid over twenty one (21) or twenty six (26) pays in the next succeeding school year. Once made that choice shall be irrevocable unless revoked in writing during the above election window for a succeeding school year. Teachers who do not have a written election on file with the business office shall be paid over twenty one (21) days.

### **Section 8: Coaches' Salaries**

- A. The salary computations in coaching, including middle school, shall be based on the current BA Step 1 amount.
- B. Evaluations of coaches shall be done in terms of specific dates, assignments, and expectations as specified in the Harper Creek Athletic Handbook adopted by the Board of Education on June 7, 1987, a copy of which shall be provided to each coach. Completed evaluations will be given to coaches not later than six (6) weeks after the conclusion of regular or post-season play, at which time the coach will be informed of his/her renewal or non-renewal.
- C. Any teacher may apply for a vacant coaching position. In filling the position, however, the District shall consider qualifications, attainments, and other relevant factors, including service in the School District as well as applicants from outside the School District. If two or more applicants are

equal in the above selection factors, in the judgment of the District, preference shall be given to certified staff.

- D. Coaches' pay shall be made over the duration of their respective assignments. Each paycheck stub shall indicate the amount of coaching pay received in that pay period.
- E. The Schedule for coaches shall be at the following percentages of the base amounts established in subparagraph "A" above.

Athletic Director – Middle School	11.00 percent
Baseball - 9th	7.20
Baseball - JV	7.20
Baseball - Varsity	12.00
Basketball - Boys 7th	5.80
Basketball - Boys 8th	5.80
Basketball - Boys 9th	9.60
Basketball - Boys JV	9.60
Basketball - Boys Varsity	16.00
Basketball - Girls 7th	5.80
Basketball - Girls 8th	5.80
Basketball - Girls 9th	9.60
Basketball - Girls JV	9.60
Basketball - Girls Varsity	16.00
Cross Country	12.00
Cross Country Asst.	6.00

Cross Country – Middle School	5.80
Football - Frosh	9.60
Football - JV	9.60
Football - Varsity Assistant	9.60
Football - Varsity	16.00
Golf - Boys	11.00
Golf - Girls	11.00
Soccer JV	6.96
Soccer - Varsity Girls	12.00
Soccer - Varsity Boys	12.00
Softball - JV	7.20
Softball - Varsity	12.00
Swimming - Boys	16.00
Swimming/Diving Asst. - Boys	9.09

Swimming - Girls	16.00
Swimming/Diving Asst. - Girls	9.09
Swimming – Middle School	5.80
Tennis - JV (Girls/Boys)	6.60
Tennis - Boys Varsity	11.00
Tennis - Girls Varsity	11.00

Tennis – Middle School	5.80
Track - Boys Middle School	5.80
Track - Girls Middle School	5.80
Track - Boys Assistant	6.96
Track - Girls Assistant	6.96
Track - Boys Varsity	12.00
Track - Girls Varsity	12.00
Volleyball - 7th	5.80
Volleyball - 8th	5.80
Volleyball - Frosh	8.40
Volleyball - JV	8.40
Volleyball - Varsity	16.00



Wrestling – Middle School	5.80
Wrestling - JV	9.09
Wrestling - Varsity	16.00

- NOTES:
1. Five (5) to nine (9) years experience is 0.5 percent over above schedule percentages. Ten (10) or more years experience is 1.0 percent over above schedule percentages. Years of experience must be consecutive in same sport at Harper Creek.
  2. Inclusion of position on the schedule does not require District to fill the position.

**Section 9: Extra Duty Assignments**

Non-athletic extra assignments shall be paid on the following basis:

- A. The salary computation for Extra-Duty assignment shall be based on the current BA Step 1 salary rate.

<b><u>Band Concerts and Programs*</u></b>	
Senior High	15.00 Percent
Senior High Assistant	5.00
Middle School	8.00
*All conditioned on the high school marching band having thirty-five (35) or more members on the respective September 2011 “count” day thereafter; sixty (60) or more members on the respective September 2012 “count” day.	

<p><b><u>Band Concerts and Programs*</u></b></p> <p>If the above criteria is not met the following percentages will be followed:</p> <p>Senior High 12.50 percent  Senior High Assistant 3.00  Middle School 5.75</p>	
<p><b><u>Cheerleading Supervision</u></b></p> <p>Varsity 12.00  Assistant Varsity 8.00  Competitive Cheer 3.50  Middle School 1.75</p> <p><b><u>Majorette Supervision</u></b> 1.75</p>	
<p><b><u>Class Advisors</u></b></p> <p>Senior 3.00 Percent  Junior 2.75  Sophomore 2.25  Freshman 2.25</p>	
<p><b><u>Dramatics</u></b></p> <p>Senior High 7.00  Middle School 6.00</p>	
<p><b><u>Musical Coordinator</u></b></p> <p>Senior High 7.25</p>	
<p><b><u>Follies Director</u></b></p> <p>Senior High 5.50  Middle School 4.50</p>	
<p><b><u>Orchestra Concerts and Programs</u></b></p> <p>Senior High 4.50  Middle School 2.25</p>	
<p><b><u>Vocal Concerts and Programs</u></b></p> <p>Senior High 4.00  Middle School 3.25</p>	

Elementary	1.25
<u>PomPon Advisor</u>	5.50
<u>Quiz Bowl</u>	3.00
<u>Newspaper</u>	3.00
<u>Middle School/ Sr. High Science Olympiad</u>	5.00
<u>Prep Club Advisor</u>	2.50
<b><u>Foreign Language</u></b> French Club	2.25 (in year with no foreign travel) 4.00 (in year with foreign travel)
Spanish Club	2.25 (in year with no foreign travel) 4.00 (in year with foreign travel)
<u>Art Club Sponsor</u>	1.50
<u>National Honor Society/ Sponsor</u>	6.50
<u>Cadet Teacher Supervisor</u>	2.00
<u>Sixth Grade Camp Teacher/ Week</u>	0.45
<u>Debate Coach</u>	9.00
<u>Forensics Coach</u>	3.75
<u>Pool Director</u>	19.00
<u>Student Senate Advisor</u>	4.25
<u>Year Book Advisor</u>	8.00

<u>Memory Book Coordinator</u>	2.00
<u>Middle School Activity Director</u>	5.50
<u>SADD Advisor</u>	3.00
<u>Summer School Teacher/ NOVA Net Teacher</u>	0.07 percent Per hours
<u>Grade Group/ Department Group Chairperson</u>	1.55
<u>Fourth Grade Mackinac Island Trip for Teachers working the entire trip</u>	\$95/trip

- B. Extra-assigned duties (non-athletic) that do not go a full school year will be paid at the end of the assignment. If the assignment goes a full school year, the advisor shall have the option of having the payment spread over his/her pay periods or receiving one lump sum at the end of the school year.
- C. Teachers must request payment in writing through their administrator for services rendered. The administrator shall notify the payroll department, in writing, as soon as request is received.

### **Section 10. Formula for Substitution Rates**

At the beginning of each school year each teacher shall make an irrevocable election to be compensated for substitution work, under Option A, Option B, or Option C as provided below:

OPTION A: Teachers shall be reimbursed at their individual hourly rate of pay for teaching at the request of the principal for an absent teacher.

1. High School: 
$$\frac{\text{Annual Salary}}{\text{(number of instruction periods, plus prep period)} \times \text{X number of teacher contract days}}$$

2. Middle School: 
$$\frac{\text{Annual Salary}}{(\text{number of instruction periods, plus prep period}) \times \text{X number of teacher contract days}}$$
3. Elementary teachers who are not relieved due to the absence of a special teacher shall be compensated according to the following formula for time the elementary teacher has charge of students when the special class would have otherwise occurred:

$$\frac{\text{Number of Minutes}}{326} \times \text{daily rate}$$

This shall not apply if the special class is rescheduled during the next ten (10) school days.

When a class of students normally assigned to an absent teacher is divided among other teachers, the time involved for substituting shall be apportioned among those teachers and will then be paid according to Option A, B or C.

OPTION B:

Teachers shall be reimbursed by compensatory time for substituting, at the request of the principal, for an absent teacher.

1. High School - Teachers will be granted one (1) compensatory period for each instructional period of substituting. When three (3) compensatory periods have been accumulated, one (1) compensatory day will be granted.
2. Middle School - One (1) compensatory period will be granted for each period of substituting. When two hundred seventy (270) minutes have been accumulated, one (1) compensatory day will be granted.
3. Elementary - Teachers who are not relieved due to the absence of a special teacher or who substitute for other teachers in addition to supervising their own classes shall be granted compensatory time. When three hundred sixteen (316) minutes of compensatory time are earned, one (1) compensatory day will be granted. This shall not apply if the special class is rescheduled within ten (10) working days.

When a class of students normally assigned to an absent teacher is divided among other teachers, the compensatory time involved for substituting shall be apportioned among those teachers.

Teachers desiring to use compensatory days shall notify the administration at least two (2) days in advance of anticipated absence stating the day(s) to be used for compensatory leave. Compensatory leave shall not be granted on the opening or closing days of school or on the days prior to and following a vacation, holiday or recess period. The administration reserves the right to limit the number of teachers taking compensatory time on a given day, considering the availability of substitutes.

Any unused compensatory time shall be paid at the conclusion of a school year under the formula specified in Option A. Compensatory time shall not be used in less than  $\frac{1}{2}$  day increments and shall not be carried forward from year to year.

OPTION C:

Teachers substituting, at the request of the principal, for an absent teacher may elect to have credit applied to an internal District Budgetary account for the teacher's classroom funds for the purchase of computer related classroom supplies. The teacher would receive .5 of Option A above, and 1.0 of the amount of funds derived from Option A would apply to the before-mentioned classroom account. Teachers must follow District purchasing procedures for the expenditure of these amounts.

## **Section 11: Experience Outside of District**

Newly hired teachers may be allowed a maximum of ten (10) years of credit for experience outside the District, within the sole discretion of the Board. Experience other than teaching experience which makes an employee more valuable than a beginning teacher may be credited within these experience limitations. Within one calendar month, the Association will be notified of such hiring and the rationale for that employment based on non-teaching years considered as experience.

## **Section 12: Degree Status Change**

When a teacher shall have attained the next higher degree and shall have provided the Board of Education with evidence of this fact, the teacher shall be placed on the salary column which reflects the new degree at the opening of the next succeeding semester (this is to be prorated). Notification of intent to be graduated shall be given not later than November 10 to receive payment for second semester, and not later than July 15 to receive payment for succeeding school year.

## **Section 13: Check Stub Identification**

The stubs attached to pay checks shall identify all deducts using either the code presently appearing on the stub or other identification.

## **Section 14: Tuition Reimbursement**

The District will reimburse teachers at the rate of one hundred dollars (\$100) per credit hour, with maximum annual reimbursement for six (6) credit hours for each successfully completed class according to the following conditions:

1. Teachers enrolled in a university approved degree program will submit, in advance, to the Superintendent (or designee) for his/her approval, a list of the required courses for the program as well as the estimated time for completion of the degree. Teachers enrolled in an approved degree program must also obtain advance approval from the Superintendent (or designee) for elective courses within the program as well as any courses that are substituted for the originally approved required courses.
2. Teachers not enrolled in an approved degree program must submit individual courses for advance approval to the Superintendent (or designee).
3. Teachers shall not be eligible to receive tuition reimbursement for classes completed during the summer months until September and on the further condition that the teacher has returned to work in the District for the school year immediately ensuing the summer during which the classes were completed.

The total expenditure for tuition reimbursement shall not exceed \$12,300 each school year.

Tuition requests made by administration will not be deducted from the tuition reimbursement allocation.

## **ARTICLE 14. INSURANCE**

### **Section 1: Health**

The Board agrees to provide the premium payments to MESSA for the following insurance protection for teachers. Bargaining unit members shall elect Plan 1 or Plan 2, as specified below:

- A. Plan #1 - (Employee Plan including health insurance) Upon submission of written application, Employer shall make premium payments on behalf of full-time bargaining unit members (and their eligible dependents) pursuant the following insurance plan:

#### MESSA-PAK A

1. Health-MESSA Change to Choices II with a \$10/\$20 prescription drug card, \$5 office visit, \$200/\$400 deductible, and to only pay at the following subscriber rates:

#### Monthly Health Rates:

Single-Subscriber Rate:	\$ 671.28
2-Person:	\$1,489.38
Family:	\$1,694.24

2. Adult Immunization rider added February 1, 2009
3. Dental-Delta Dental Plan E/007
4. Vision - VSP 2
5. Negotiated Life - \$35,000
6. Preventive Care Rider

The Employee's premium share obligation effective September 1, 2011 shall be ten percent (10%) of health, dental and vision insurance premium. Effective July 1, 2012, the employees premium share obligation shall be twenty percent (20%) of health, dental and vision insurance.

- B. Plan #2 - (Employee Plan when health insurance is not needed) The



following insurance plan will be provided to full-time employees who do not have need of health insurance:

MESSA-PAK-B

1. Dental - Delta Dental Plan E/007
  2. Vision - VSP 2
  3. Negotiated Life - \$35,000
  4. Cash in lieu of \$300 per month
- C. Regular part-time teacher may select any of the foregoing programs for which they are eligible, in accordance with the rules of the carrier and policyholder. The District shall make premium contributions, in that event, prorated in proportion to the amount of time working in relation to a full-time assignment.

In order to participate in any of the foregoing programs, the part-time teacher must provide the District with a written payroll deduction authorization for the excess premium cost over the District's contribution as specified above.

Premium amounts which are the responsibility of the bargaining unit member shall be payroll deducted from the wages of that individual.

- D. The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.

It is the responsibility of each eligible bargaining unit member to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration. The Board agrees to reopen health care cafeteria reimbursement accounts of each employee in this bargaining unit, to the extent authorized by law, to withhold additional wages for medical expenses, if required.

- E. Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible bargaining unit member and insurance carrier, policyholder and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that Plan.

It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article and other payments as may be authorized by the Cafeteria Plan during the period of a bargaining unit member's eligibility for participation in that Plan and for fringe benefit plan enrollment under this Agreement.

- F. In the event that an eligible bargaining unit member waives available coverage(s) under the Cafeteria Plan and thereby elects to receive additional compensation under PAK-B, pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the teacher through salary reduction.

### **Section 2: Annuity**

The Board shall allow a teacher to enroll in a tax-deferred annuity plan through payroll deduction, pursuant to section 403(b) of the Internal Revenue Code, as amended. (Said plan to be in accordance with the underwriting carrier's rules and regulations.)

## **ARTICLE 15. WORK STOPPAGE**

In accordance with Section 1 of Public Act 336 of 1947, State of Michigan, as amended, and in keeping with the high standards of the profession, the Association agrees that upon execution of this Agreement and for the duration thereof, it shall refrain from any work stoppage for any purpose.

## **ARTICLE 16. MISCELLANEOUS**

### **Section 1: Board of Education Policies**

This Agreement shall prevail over any policies of the Board which conflict with its express terms.

### **Section 2: Copies of Contract**

The Board shall make available to the Association within twenty-five (25) calendar days of the execution of this Agreement one copy of this Agreement for each bargaining unit member and fifty (50) copies for Association use provided that the Board and the Association share all costs for preparation of said document.

### **Section 3: Contract Review**

Within forty-five (45) school days of the ratification of this Agreement the building principals, Association building Representatives and central office administrators shall meet with the Superintendent and the President of the Association for the purpose of reviewing contract language different from the previous Agreement.

## **ARTICLE 17. CALENDAR**

### **Section 1: Appendix A**

For the school years 2010-2011 and 2011-2012 the calendar shall be as depicted in Appendix A.

### **Section 2: Last Day of In service**

One in-service day at the beginning of each school year shall be for teacher's work in the classrooms, Association Business.

**ARTICLE 18. DURATION**

**Section 1: Contract Time Lines**

This Agreement shall be effective upon ratification and shall continue in full force and effect until the 28<sup>th</sup> day of August, 2013. This Agreement may be reopened by mutual consent of the Association and the Board of Education.

**Section 2: Conformity to Law**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Witness to Agreement**

**HARPER CREEK  
ASSOCIATION, MEA/NEA**

**HARPER CREEK  
BOARD OF EDUCATION**

\_\_\_\_\_  
Tara Wilbur,  
MEA UniServ Director

\_\_\_\_\_  
Al Miller,  
Board President

\_\_\_\_\_  
Cynthia Schofield,  
HCEA Bargaining Chair

\_\_\_\_\_  
Gary Lincoln,  
Board Secretary

\_\_\_\_\_  
John Severson,  
Superintendent

# APPENDIX A

## Harper Creek 2010-2011 School Calendar

<b>2010 JULY</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 T-20/62 S-20/58	<b>2010 AUGUST</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 T-2 S-0	<b>2010 SEPTEMBER</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 T-19/21 S-18/18	<b>2010 OCTOBER</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 T-21/42 S-20/38	<b>2010 NOVEMBER</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 T-20/62 S-20/58	<b>2010 DECEMBER</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 T-13/75 S-13/71	<b>2011 JANUARY</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 T-21/96 S-20/91	<b>2011 FEBRUARY</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 T-20/116 S-18/109	<b>2011 MARCH</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 T-23/139 S-23/132	<b>2011 APRIL</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 T-15/154 S-14/146	<b>2011 MAY</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 T-21/175 S-21/167	<b>2011 JUNE</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 T-10/185 S-8/177	Dismissal Times High School Full Day - 7:40am - 2:35pm Half Day - 7:40am - 10:50am Middle School Full Day - 7:45am - 2:45pm Half Day - 7:45am - 11:00am Elementary Full Day - 8:40am - 3:35pm Half Day - 8:40am - 11:45am

( ) No School - Students and Staff

○ PD Day

≡ HCEA Day

△ Early Dismissal Students and Staff

△ Early Dismissal - Students + 1/2 Day Teachers in the PM

□ Comp Days for conferences (no school)

185 Teacher Days  
177 Student Days

# Harper Creek Community Schools 2011 - 2012

- = PD - No School Students
- ◊ = 1/2 Day Students/Teachers
- △ = 1/2 Day Students/Teachers 1/2 day records
- ◇ = No School
- = HCEA
- ▽ = Comp Day - No School Students and Teachers

August 29, 8:00 - 1:30 Lucy Calkins Training for K-4 Classroom Teachers; 5th Grade ELA Teachers; K-5 Special Education Teachers\*  
 • Other CAT Teams may be scheduled to meet at this time as well.  
 • This will count as the five hours of professional development to be scheduled with CAT Teams.

2011																																																										
July 2011				August 2011				September 2011				October 2011																																														
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																															
3	4	5	6	7	8	9	1	2	3	4	5	6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	21	T	43	/	20	S	39								
												2 T 2 / 0 S 0																																														
2012																																																										
November 2011				December 2011				January 2012				February 2012																																														
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																															
6	7	8	9	10	11	12	4	5	6	7	8	9	10	1	2	3	4	5	6	7	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	21	T	11	9	/	20	S	11	3				
												15 T 78 / 15 S 74																																														
2012																																																										
March 2012				April 2012				May 2012				June 2012																																														
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																															
4	5	6	7	8	9	10	1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	6	T	18	5	/	6	S	1	7
												22 T 141 / 21 S 134																																														
2013																																																										
				20 T 157 / 15 S 149				22 T 179 / 22 S 171				6 T 185 / 6 S 177																																														
				November 23 - 1/2 Day Students/Teachers				January 20 - End of 1st Semester Day Records				June 7 - 1/2 Day Students/Teachers 1/2 Day Records																																														
				November 24, 25 - No School				February 20 - Comp Day				June 8 - 1/2 Day Students/Teachers 1/2 Day Records																																														
				December 22 - Jan 3 - No School				March 30 - Comp Day				June 8 - Last Day of School																																														
				January 16 - PD				April 2 - 6 - No School																																																		
				January 19 - 1/2 Day Students/Teachers 1/2 Day Records				April 30 - PD																																																		
				May 28 - No School																																																						


**APPENDIX B**

**LETTER OF AGREEMENT**  
**Between**  
**THE HARPER CREEK BOARD OF EDUCATION**  
**And**  
**THE HARPER CREEK EDUCATION ASSOCIATION**

The parties desire to clarify appropriate procedures for implementing Article VI, Section 3, of their Master Agreement pertaining to progressive discipline.

It is agreed that the Administration shall have the right to make written documentation of any oral warning issued as a disciplinary measure against a teacher. It is further agreed that the Administrator shall have the right to maintain a record of the verbal warning in the Principal's building files, provided that such documentation shall not become a part of the teacher's official personnel record. Nothing in this Agreement shall be construed to prohibit the Administration or School District from making use of a documented verbal warning in a judicial or quasi-judicial proceeding where introduction of such evidence is relevant to the establishment of appropriate progressive disciplinary measures.


**HARPER CREEK EDUCATION  
ASSOCIATION, MEA/NEA**



Penny Osborne,  
HCEA President



Kim Thayer,  
Bargaining Team Member



Lisa Crawford,  
Bargaining Team Member



Jim Eckert,  
Bargaining Team Member



Julie Raducha,  
Bargaining Team Member

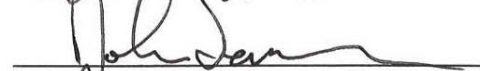
**HARPER CREEK  
BOARD OF EDUCATION**



Dawn Zande-Brady, President  
President



John Bailey, Board Secretary  
Board Secretary



John Severson, Superintendent  
Superintendent

**APPENDIX C**

**LETTER OF AGREEMENT**

**Between**

**THE HARPER CREEK BOARD OF EDUCATION**

**And**

**THE HARPER CREEK EDUCATION ASSOCIATION (HCEA-MEA-NEA)**

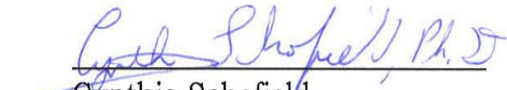
Terminal Leave Agreement

2010-2011


Teachers who resign from the District with at least twenty (20) years of service in the District shall be eligible for payment of up to one hundred (100) unused sick days at fifty percent (50%) of the teacher's daily rate. Said payment shall be placed in a 403b account no earlier than July 1, 2011 and no later than August 15, 2011. Eligible teachers must submit a written resignation to the Superintendent no later than May 26, 2011 to receive the terminal leave benefit.

This provision expires on June 30, 2011 and shall be of no effect after that date.

**HARPER CREEK EDUCATION  
ASSOCIATION, MEA/NEA**

  
Cynthia Schofield,  
HCEA Bargaining Chair

**HARPER CREEK  
BOARD OF EDUCATION**

  
John Severson,  
Superintendent

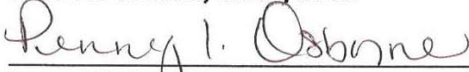


**APPENDIX D**

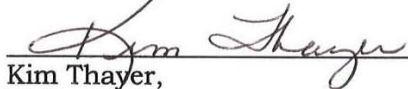
**LETTER OF AGREEMENT  
BETWEEN  
THE HARPER CREEK BOARD OF EDUCATION  
AND  
THE HARPER CREEK EDUCATION ASSOCIATION  
(HCEA-MEA-NEA)**

In implementing the following salary schedules, the parties recognize that those teachers in the employ (to include those on leave and recall status) of the District on June 1, 1985, and who were in the possession of a valid Michigan permanent, life or continuing teaching certificate were placed at the appropriate step on the BA+20 salary column. Teachers in the employ of the Board on June 1, 1985, who possessed valid Michigan provisional teaching certificates remained on the BA salary column until such time as they were issued a valid Michigan permanent certificate or otherwise attained eighteen (18) hours beyond BA or a Master's or Specialist degree. Upon completion of those requirements, such teachers were placed upon the appropriate salary column.

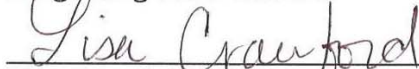
**HARPER CREEK EDUCATION  
ASSOCIATION, MEA/NEA**



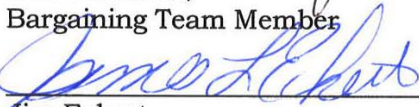
Penny Osborne,  
HCEA President



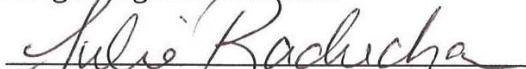
Kim Thayer,  
Bargaining Team Member



Lisa Crawford,  
Bargaining Team Member

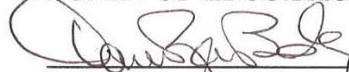


Jim Eckert,  
Bargaining Team Member



Julie Raducha,  
Bargaining Team Member

**HARPER CREEK  
BOARD OF EDUCATION**



Dawn Zande-Brady, President  
President



John Bailey, Board Secretary  
Board Secretary



John Severson, Superintendent  
Superintendent

**APPENDIX E**

**LETTER OF AGREEMENT  
BETWEEN  
THE HARPER CREEK BOARD OF EDUCATION  
AND  
THE HARPER CREEK EDUCATION ASSOCIATION  
(HCEA-MEA-NEA)**

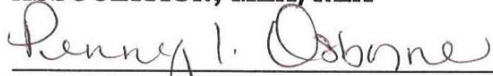
This Letter of Agreement is entered into this 6<sup>th</sup> day of May 2008, by and between the Harper Creek Board of Education (hereinafter referred to as “Board”) and the Harper Creek Education Association, MEA/NEA (hereinafter referred as the “Association”).

Pursuant to and in accordance with the Master Agreement between the Board and the Association, the undersigned parties agree as follows:

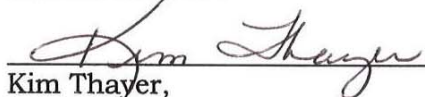
1. The Parties agree to reimburse special education teachers their expenses for obtaining “highly qualified” status and credentials in Special Education, in an amount not to exceed \$1,000 per bargaining unit member. Preapproval must be obtained by the District’s Superintendent. The expenses may include class work and workshops, and must count towards the acquisition of “highly qualified” status, as that term is defined by the Michigan Department of Education. Expenses must be incurred prior to June 2009, for reimbursement to be obtained, unless otherwise approved by the Superintendent and/or the Michigan Department of Education. Bargaining unit members who choose class work to become highly qualified must successfully complete the class(es) and be in good standing with the university.
  
2. The terms of this Letter of Agreement shall not constitute the establishment of a precedent, custom, practice and/or binding working condition with respect to the future interpretation or application of the Master Agreement between the parties, or any successor collective bargaining agreement between them.

3. This Letter of Agreement is entered into this 6<sup>th</sup> day of May, 2008, by and between the Board and the Association, whose authorized representatives have affixed their signatures below, and it shall remain in effect until the expiration of the 2006-2008 Master Agreement.

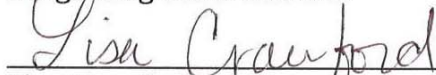
**HARPER CREEK EDUCATION  
ASSOCIATION, MEA/NEA**



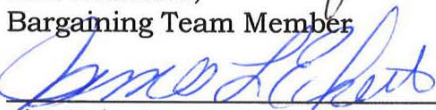
Penny Osborne,  
HCEA President



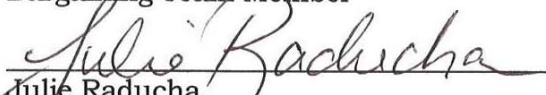
Kim Thayer,  
Bargaining Team Member



Lisa Crawford,  
Bargaining Team Member

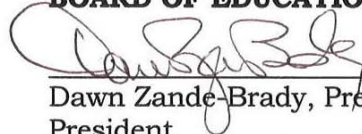


Jim Eckert,  
Bargaining Team Member

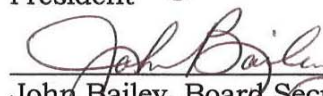


Julie Raducha,  
Bargaining Team Member

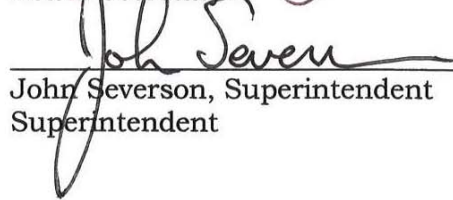
**HARPER CREEK  
BOARD OF EDUCATION**



Dawn Zande-Brady, President  
President



John Bailey, Board Secretary  
Board Secretary



John Severson, Superintendent  
Superintendent

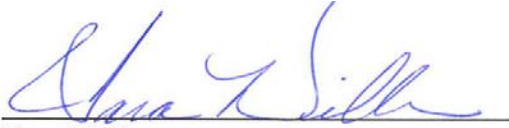
**Letter of Agreement  
Between  
The Harper Creek Community Schools Board of Education  
And  
The Harper Creek Education Association, MEA/NEA**

**Teacher Evaluation and Pay for Performance**

Harper Creek Education Association/MEA/NEA, hereinafter referred to as “the Association,” and the Harper Creek Community Schools Board of Education, hereinafter referred to as “the District,” hereby agrees to following regarding the above:

1. It is understood that this Letter of Agreement will be used to assist the Association and the District to comply with section 1249 of the Michigan Revised School Code (MRSC 1249) and section 1250 of the Michigan Revised School Code (MRSC 1250).
2. MRSC 1249 requires an “annual evaluation” of all teachers and administrators based on rigorous transparent and fair standards, using student growth as a significant factor in the evaluation model and assessment.
3. Therefore, the District and Association hereby agree to form a committee to be trained and then review and recommend models and language around both the teacher evaluation model and its implementation and pay for performance. The committee will make recommendations in compliance with MRSC section 1249 and 1250. The parties agree that the Board shall have the right to evaluate teachers in a manner that satisfies MRSC 1249 and is consistent with the provisions of Article VI until the new system is adopted and implemented.
4. The committee will be comprised of four (4) members from the Association, appointed by the Association and four (4) members of the District, appointed by the Superintendent. Said member shall be appointed by July 5, 2011.

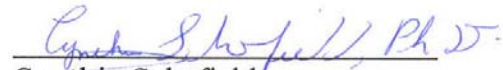
5. The committee's recommendations shall be presented to the Superintendent and the Association President no later than August 10, 2011. Participants on the committee will not receive additional compensation from the District for their participation in this effort.
6. It is understood that the committee will have no authority to reach a tentative agreement on behalf of the Association or the Board. No changes will be made to the CBA unless mutually ratified by the Association and the Board.



Tara Wilbur,  
MEA UniServ Director



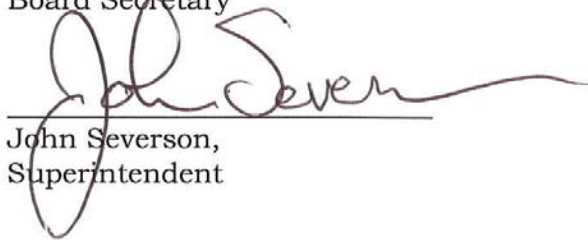
Al Miller,  
Board President



Cynthia Schofield,  
HCEA Bargaining Chair



Gary Lincoln,  
Board Secretary



John Severson,  
Superintendent

Letter of Agreement  
Between  
The Harper Creek Board of Education  
And  
The Harper Creek Education Association, MEA/NEA

Harper Creek Education Association/MEA/NEA and the Harper Creek Community Schools Board of Education hereby agree to the following salary compensation for the 2011-2012 school year.

1. The District will provide a compensation stipend of five percent (5%) of the current BA Step 1 salary rate to the Harper Creek Teacher who coordinates DECA for 2011-2012.
2. The District will provide a compensation stipend of \$500 to the Harper Creek Teacher who coordinates the High School Student of the Month program for 2011-2012.
3. The District will provide compensation of one (1) block release time per day for both semesters to the Harper Creek Teacher who coordinates the District's extracurricular science initiative (e.g. Robotics, KBS, Bio-fuels, etc.).
4. The District will provide a compensation stipend of .07% of the current BA Step 1 salary rate per hour to the Harper Creek Teacher who coordinates and proctors the GED tests.

This Letter of Agreement will establish no precedent for either party and expires June 30, 2012.

**Harper Creek Education  
Association, MEA/NEA**

**For the Harper Creek  
Board of Education**

---

Tara Wilbur  
MEA UniServ Director

---

John Severson  
Superintendent

---

Laura Swain  
HCEA Co-President

---

Al Miller  
Board of Education President

---

Emily Subers  
HCEA Co-President  
Harper Creek EA  
2010-2012/dm

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Gary Lincoln  
Board of Education Secretary

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE HARPER CREEK BOARD OF EDUCATION**  
**AND THE**  
**HARPER CREEK EDUCATION ASSOCIATION, MEA/NEA**

This Letter of Agreement is entered into this 16<sup>th</sup> day of August, 2011, by and between the Harper Creek Community Schools Board of Education and the Harper Creek Education Association, MEA/NEA.

The parties hereby agree as follows:

1. Bargaining unit seniority for teachers hired after July 1, 2011 will be determined by the date and time of the acceptance of the new hire's teaching position.
2. The District will provide a list of new hires in order of their acceptance of their respective teaching positions, including the date and time of acceptance, to the Association the day following the Board meeting via email in which the teacher(s) employment is approved.

**Harper Creek Education  
Association, MEA/NEA**

**For the Harper Creek  
Board of Education**

\_\_\_\_\_  
Tara Wilbur  
MEA UniServ Director

\_\_\_\_\_  
John Severson  
Superintendent

\_\_\_\_\_  
Laura Swain  
HCEA Co-President

\_\_\_\_\_  
Al Miller  
Board of Education President

\_\_\_\_\_  
Emily Subers  
HCEA Co-President

\_\_\_\_\_  
Gary Lincoln  
Board of Education Secretary

# MASTER AGREEMENT

*between the*

**HARPER CREEK  
BOARD OF EDUCATION**

*and the*

**HARPER CREEK  
EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION, MEA/NEA**

**EDUCATIONAL ASSISTANTS AND  
PARA-EDUCATORS**

*July 1, 2011– June 30, 2014*



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## **Agreement**

This Agreement is made as of the date hereinafter set forth by and between the Harper Creek Community School District, Calhoun County, Michigan, hereinafter called the "Employer," and the Harper Creek Educational Support Personnel Association, MEA/NEA - Educational Assistants and Para-Educators, hereinafter called the "Association."

### **Article 1 Recognition**

#### Section 1:

The Employer hereby recognizes the Association as the sole and exclusive collective bargaining representative for educational assistants and para-educator excluding: supervisors, substitute employees, temporary employees (as defined in Article 19) and all others.

#### Section 2:

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

### **Article 2 Employee Rights**

#### Section 1:

No seniority employee shall be disciplined, which shall include written reprimands, suspensions, demotions, and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.

#### Section 2:

- A. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Employer agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the

enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights and responsibilities he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

### Section 3:

Upon request, an employee shall be entitled to have present a representative of the Association when disciplinary action is taken which may adversely affect the employee's work record. Should disciplinary action likely occur at a given meeting, the employee shall be advised of said possibility. Where a disciplinary penalty requires the employee to immediately leave school district property (i.e. suspension or discharge), the employee shall be allowed to discuss the disciplinary measure with an Association representative before leaving the premises. The employer shall make available an area where this may occur.

### Section 4:

Written and signed complaints against an employee shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Disciplinary material will be purged from the employee's personnel file if a three (3) year period elapses without another related disciplinary incident.

### Section 5:

Any case of assault upon an employee shall be promptly reported to the employee's immediate supervisor. The Employer will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

## Section 6:

An employee will have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review.

<b>Article 3 Association Rights</b>
-------------------------------------

## Section 1: School Mail

The Association shall have the right of access to the school mails to distribute Association material to members of the bargaining unit. Should the Board determine that a deviation from established conditions is necessary, it shall notify the Association of any alterations prior to implementing them.

## Section 2: Use of Facilities

The Association shall have the right to use school facilities for meetings and school equipment, including typewriters, copying machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such and shall be responsible for proper operation of all such equipment. The Association shall be liable for any damage to equipment or facilities occasioned by its use of same. Prior to use of school facilities, the Association shall complete and submit a Building Use Form.

## Section 3: Association Representatives

Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operation. The local representative shall be the Association President or his/her designee.

The Association shall inform the Employer, in writing, the identity of Association Representatives having the authority to represent the Association and its members for purposes of grievance handling and disciplinary matters. Any grievance handling shall occur outside of normal working hours unless otherwise agreed to by the Employer.

Section 4:

- A. Each employee shall, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee determined by the Association. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. The procedure for involuntary deduction shall be as follows:
1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  2. If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section 4, A, above.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association employees. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

#### Section 5: Dues Check-off

- A. The deduction of dues and service charges shall be made from a regular paycheck each month, September through June. The Employer agrees to remit to the Association all moneys so deducted, accompanied by a list of employees from whom deductions have been made, within the month following the month of deduction. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Employer.
- B. The Employer further agrees to deduct from each employee's pay, upon proper written authorization, amounts for insurance, United Way, 403b deductions and credit unions.

#### Section 6: Request for Information

The parties agree to furnish one another with information required to be made available by law in order to facilitate contract administration and negotiations.

#### Section 7: Release Time

The Employer shall permit up to six (6) working days per school year of released time for the handling of the Association business, meetings and conferences. Two (2) additional days will be granted with the Association reimbursing the District for substitute costs. All days to be used must be submitted in writing to the Superintendent at least forty-eight (48) hours prior to the leave. These days shall not be utilized during examination periods, parent/teacher conferences or on a working day immediately preceding or immediately following a school holiday or school vacation.

#### Section 8:

In the event of any legal action against the Board, individually or jointly, brought in a court or administrative agency because of compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association's intervention as a party if it so desires; and
2. The Board agrees to give reasonable assistance to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that, in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Section 4 of this Article 3.

The Association shall have the right to negotiate a settlement with any employee whose wages have been subject to involuntary deduction under this Article.

#### **Article 4 Management Rights**

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration, not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment, the operations and to direct the working forces and affairs of the School District;



2. Continue its rights and past practice of assignment and the direction of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees, determine the size of the work force and to lay off employees;
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
5. Adopt reasonable rules and regulations;
6. Determine the qualifications of employees, including physical conditions;
7. Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
8. Determine the placement of operations, productions, services, maintenance or distribution of work, 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 management organization, its functions, authority, amount of supervision and table of organization provided that the District shall not abridge any rights of employees as specifically provided in the Agreement; and
11. Determine the policy affecting the selection, testing or training of employees.

The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

## **Article 5 Grievance Procedures**

### Section 1: Definition

A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any expressed provision of this Agreement may be processed as a grievance as hereinafter provided.

### Section 2: Hearing Levels

#### Informal Level:

When a cause for complaint occurs, the affected employee(s) shall request a meeting with his/her immediate supervisor within ten (10) days after the event prompting the complaint or within ten (10) days after the employee should reasonably have had knowledge of the occurrence of the event upon which the grievance is based in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

#### Formal Level 1:

If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the informal meeting between the supervisor and the affected employee(s). A formal grievance must contain:

1. A synopsis of the facts giving rise to the alleged contract violation;
2. A listing of the contract provisions allegedly violated;
3. The date of the alleged violation;
4. A specification of the relief requested; and

5. The signature of the grievant.

A copy of the grievance shall be sent to the Association and the immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

Formal Level 2:

If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee within five (5) days. Within seven (7) days of receipt after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance. The Superintendent or designee shall render a written decision thereon with copies to the Association and the grievant(s).

Formal Level 3:

If the Association is not satisfied with the disposition of the grievance at Level 2 by the Superintendent or designee, or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator within twenty (20) days of receipt of the disposition. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and Employer.

- A. The arbitrator shall have no power to rule on any of the following:
  1. The termination of services of or failure to re-employ any probationary employee;
  2. Any claim or claimant for which there is another remedial procedure or forum established by law or by regulation having the force of law (to include FMLA, MERC, MDCR, EEOC, OSHA and Workers' Compensation); and

3. Any matter involving employee evaluation content. However, matters involving alleged violations of evaluation procedure shall be subject to arbitration.

B. Claim for Back Pay

The District shall not be required to pay back wages more than six (6) months prior to the date a written grievance is filed.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less one-half (1/2) of any compensation that he/she may have received from any source during the period of the back pay.

Section 3: Miscellaneous Conditions

- A. The term "days" when used in this Article shall mean work days of the grievant. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- B. Grievances filed as "Association" grievances may, by mutual consent, be initiated at Formal Level 2 of the grievance procedure.
- C. Grievance processing will occur outside of normal working time except when the Employer consents otherwise.
- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

<b>Article 6 Vacancies, Transfers, and Promotions</b>
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Section 1:

A vacancy shall be defined as a newly created bargaining unit position or a present position in the bargaining unit that is not filled but that the Employer intends to fill.

## Section 2:

All vacancies shall be posted at the designated place in each building of the District for a period of five (5) work days. The Association president shall receive two (2) copies. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification and Category
7. Position Qualifications

An interested employee may apply in writing to the Superintendent, or designee, within the five (5) day posting period. The Employer shall notify a school year employee of vacancies occurring during the summer months (June, July and August) by sending notice of same to each interested employee using an employee-furnished stamped envelope. The Employer agrees to notify the Association President in writing of any vacancies occurring during the summer months.

## Section 3: Trial Period

1. An employee who is awarded a job under Section 4 or Section 6 below shall be offered a ten (10) working day trial period. During this trial period the employee shall have the opportunity to revert back to his/her former assignment. The Employer shall be entitled during this interval to fill the transferring employee's former assignment with a temporary employee.
2. If the employee is determined to be unsatisfactory by the Employer during this trial period, notice shall be submitted to the employee. Any decision by the Employer to return an employee to his/her original assignment before or at the conclusion of the ten (10) working day trial period shall not be arbitrable.

## Section 4:

The Employer agrees to fill vacancies with the most qualified applicants. If, in the Employer's judgment, applicants are equally qualified, seniority, first within the vacant job category and then second within the vacant job classification, shall be the determining factor. An employee who is awarded a job under the provisions of this Section shall be subject to a trial period according to Section 3 above. During the trial period, an employee shall receive the rate of pay for the job he/she is performing.

#### Section 5:

Within fifteen (15) work days after the expiration of the posting period, the Employer shall award the position to the applicant who has been selected to fill the posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

#### Section 6:

An employee shall retain wage scale experience credit when transferred within the job classifications covered by this Agreement.

When an employee vacates a position and accepts a higher paying position in a different classification, he/she shall continue to receive the same hourly wage of the vacated position during the trial period of Section 3. above. Beginning with the eleventh (11th) working day in the new position the member shall be assigned to a step placement which shall not cause the member's hourly wage to be decreased.

When an employee maintains a position and accepts an additional position in a new classification, he/she shall be placed on step one (1) of that position's wage schedule.

#### Section 7:

If an employee is absent for a period exceeding 365 consecutive calendar days, his/her assignment shall be considered a vacancy which will be posted and awarded utilizing the procedures specified in this Article. An employee returning to work whose position has been declared vacant according to this paragraph shall be permitted to bump the employee having the least seniority in the category of the returning employee. An employee shall notify the Employer, pursuant to Article 12, Section 1. E., of the intent to return to work.

#### Section 8:

In the event it becomes necessary to make an involuntary transfer in any category, the employee with the least seniority in that category shall be transferred unless a more senior employee volunteers to be transferred.

Section 9:

If an employee is transferred to a non-bargaining unit position with the school district for a period of up to six (6) months, and is thereafter transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the non-unit position to which he/she was transferred. An employee transferred under the above circumstances shall retain seniority rights, as described above, for only the six (6) month period.

<b>Article 7 Work Schedule, Duties, and Compensation</b>
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Section 1: Work Schedule

- A. The work schedule of each category covered by this Agreement shall be as set forth in Schedule A of this Agreement. Nothing therein shall be regarded as a guarantee of any number of hours of work per day or per week except with regard to the provisions of Schedule A pertaining to the educational assistants and Para-Educator.
- B. Nothing shall prevent an employee and his/her immediate supervisor from mutually agreeing to alter the employee's normal work schedule through the use of compensatory time. If mutual agreement is reached to use compensatory time for this purpose, it shall not obligate the Administration to payment of overtime when the compensatory time is worked.

Section 2: Compensation

Compensation for categories covered by this Agreement shall be as set forth in Schedule B.

Section 3: Overtime Compensation

- A. Time and one-half shall be paid for all hours over forty (40) hours in one week, and all hours in excess of eight (8) hours in one day. This shall not be interpreted to require double payment of overtime.
- B. Time and one-half shall be paid for all hours worked on Saturdays. Double time shall be paid for all hours worked on Sundays and holidays. These sums shall be in addition to holiday pay if the employee is entitled to holiday pay for that day.

- C. Compensatory time may be given if mutually agreeable to the Employer and the employee. Such compensation shall be time and one-half for all hours over forty (40) per week and shall not accumulate beyond two hundred forty (240) hours.

#### Section 4:

An employee shall work overtime on the following basis:

- A. Overtime will be assigned in advance by the Employer.
- B. Overtime shall first be rotated among employees within the same category and the same school building.
- C. If the overtime assignment is not filled as specified in paragraph B. of this Section, the overtime will next be offered to the most senior employee within the same job category but having a different building of regular assignment. In order to be eligible for overtime opportunities under this provision, the employee shall give written notification to his/her supervisor not later than September 1 of any school year or on the completion date of his/her probationary period if hired after the beginning of the school year.
- D. If the overtime work is not assigned pursuant to operation of paragraphs B. and C. of this Section, the Employer shall have the option to require the employee(s) having the least seniority in the affected category to perform the required overtime work.

#### Section 5: Job Descriptions

Written job descriptions and job titles shall be provided by the Employer for each bargaining unit position. The Association shall be consulted relative to such job descriptions. Job descriptions shall minimally include qualification for appointment, types of services to be performed, and a listing of basic performance expectations.

#### Section 6:

An employee required to work in a higher paid job category shall be paid the rate of the job he/she is performing. If required to work in a lower paid job, the employee shall be paid at his/her regular rate of pay.



## **Article 8 Seniority**

### Section 1: Probationary Period

A new employee hired into the bargaining unit shall undergo a probationary period of ninety (90) days worked. Upon completion of this probationary period, the employee shall obtain seniority status and his/her name shall be entered upon the seniority list retroactive to the first date of probationary service.

- A. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period, except that the termination or evaluation of a probationary employee shall not be subject to the grievance procedure.
- B. Leave day credit and vacation time credit shall accrue during the probationary period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Master Agreement.
- C. There shall be no seniority among probationary employees.

### Section 2: Seniority Defined

Seniority shall be defined as length of service within a category and classification included in this bargaining unit. Accumulation of seniority shall begin on the employee's first working day as described in Section 1 above. In the event two (2) or more employees begin work on the same day, the date of the job application from which they were hired shall determine position on the seniority list. In the case of job applications filed on the same date, position on the list shall be determined by lot.

### Section 3: Seniority Lists

The Employer shall prepare and maintain seniority lists as defined in this Article. The seniority lists shall be provided annually to the Association by November 1. The Association shall notify the Employer of any errors within fifteen (15) days after receipt of the seniority lists. In the absence of a timely objection, the Employer's seniority lists will be considered conclusive. The seniority lists shall reflect the following classifications and categories:

- Category 1— In-House Suspension
- Category 2— Literacy & Intervention Para-Educators, Classroom Assistant
- Category 3— Special Education Assistant
- Category 4— Special Education Bus Aide
- Category 5— Library Para-Educator
- Category 6— Lunchroom Aide, Recess Assistant, Ready Start Bus Assistant
- Category 7— Copy Clerk

### Section 4: Loss of Seniority

Seniority shall be lost if the employee:

1. Voluntarily quits;
2. Is discharged and the discharge is not reversed through the grievance procedures set forth in this Agreement;
3. Is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer shall send the employee written notification, at the last known address, that the employee has lost seniority and has been terminated. A copy of such notice will be provided to the Association;
4. Does not return to work when recalled from layoff, as set forth in the recall procedure;
5. Does not return from sick leave or other leave of absence;
6. Retires;

7. Otherwise terminates his/her employment relationship with the Employer; or
8. Is laid off and is not recalled to work within four (4) years from the time of layoff.

## **Article 9 Reduction in Work Force**

### Section 1: Authority

In the event the Board of Education determines to reduce staff, the procedures outlined in this Article shall be followed.

### Section 2: Notification of Layoff

No employee shall be laid off pursuant to a reduction in the work force unless the employee is notified of said layoff fourteen (14) days prior to the effective date of the layoff, except notice for the Classroom Assistant category shall be seven (7) calendar days.

### Section 3: Order of Reduction/Bumping

In the event of a necessary reduction in a job category, the Employer shall first lay off probationary employees within that category provided there are senior employees remaining within the category who are available and can perform the required work. Next, the least senior employee within the job category affected by the reduction shall be laid off. In no case shall a new employee be hired in a job category while there are laid off employees in that category who are qualified and available for the vacant or newly created position.

An employee whose position has been eliminated due to reduction of work force or who has been affected by a layoff/elimination of position may bump the least senior employee in another category provided all of the following conditions are satisfied:

1. There is no "bump" possible within the current assignment job category of the employee affected by the reduction in force,
2. The "bumping" employee is qualified and able to perform all duties of the least senior employee in the different category whom the "bumping" employee is displacing, and

3. The "bumping" employee possesses sufficient seniority in the different job category into which placement is desired. The bump is exercised upon the least senior employee in the different job category.

When an employee affected by reduction in force is not able to exercise a bump within his/her current job category or into a different job category for which he/she possesses sufficient seniority (as described above), he/she shall be placed on layoff status with recall rights as described in this Article.

#### Section 4: Recall

##### A. Recall to Same Category.

1. Laid off employees possessing seniority within a category shall be recalled in order of seniority, with the most senior laid off employee being recalled first to an open position within that category. The Employer shall not be required to post such openings as vacancies under Article 6 of this Agreement.
2. Notices of recall shall be sent by certified or registered mail to the last known address shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work.
3. A recalled employee shall be given five (5) work days from receipt of notice to notify the Employer of the date that he/she will be returning to work. Said return date must be within fifteen (15) work days of the receipt of the notice. The Employer may fill the open position on a temporary basis until the recalled employee reports to work.
4. An employee recalled to a position of an equivalent number of hours, in a category where the employee is qualified and possesses sufficient seniority, is obligated to take said work at the step of the employees previous category. An employee who declines recall to work shall forfeit his/her seniority rights and shall be considered a quit.
5. An employee on layoff status shall accrue seniority but no advancement of salary steps during the period of layoff in the category from which the employee was laid off. Upon recall the employee shall continue to accrue seniority only in the category of his/her assignment.

##### B. Placement Outside Seniority Category or Classification.

A laid off employee shall be eligible for assignment to a different job category or classification within the bargaining unit where he/she does not possess seniority if all of the following conditions are met:

1. A "vacancy" as defined in this Agreement exists and there are no employees on layoff status within the category of that vacancy.
2. The employee from the different category or classification meets the posted position requirements necessary to qualify for the vacancy. In the event more than one employee from a different classification and/or category applies for a vacancy under this provision, the Employer shall determine which person is best qualified for the position and shall award the assignment on that basis. Such determination by the Employer shall not be subject to the grievance procedure.
3. Failure to apply for and/or qualify for a vacancy in another classification or category shall not relinquish a laid off employee's right to recall in his/her own previous seniority category.
4. The Employer shall have the right to award the job first to a qualified employee within the same job category (either currently employed or on layoff status) before determining to offer any employment opportunities to employees in a different job category and/or classification. However, laid off employees in different categories and/or classifications who meet the posted job requirements shall have priority over currently employed employees seeking transfer to a different classification and/or category, irrespective of seniority.
5. An employee who is awarded a job under the provisions of this Section shall be subject to a trial period pursuant to Article 6, Section 3. If the employee is determined to be unsatisfactory by the Employer during this trial period, the employee shall be returned to lay off status without prejudice to his/her right to recall to his/her original seniority category when a vacancy for recall purposes occurs.

## Section 5: Recall Notices

It is the employee's responsibility to keep the business office informed of the employee's current telephone number and address or of any change in phone number and/or address within three (3) working days of such change. In the event an employee fails to comply with this procedure, the Employer shall not be obligated to recall the employee until such time as correct information is submitted. Further, the employer shall be held harmless for any time, wages or recall opportunities lost as a result of such failure by the employee.

## Section 6:

Any employee laid off pursuant to this Article may, upon application and at his/her option and expense, continue to receive insurance protection, as outlined in this Agreement, under the provisions of COBRA. Such continuation of insurance benefits shall be contingent on prior payment by the employee of the applicable policy premiums and is further subject to rules and conditions established by the carrier and/or the policyholder.

## Section 7:

A laid off employee shall, upon application, and at his/her option be granted priority status on the substitute list for the category from which he/she was laid off. An employee serving as a substitute in this capacity shall be paid at the first step of the position in which substituting.

## Section 8:

- A. If a Classroom Assistant is laid off during the school year due to a loss in student enrollment and the same employee had obtained that position by bidding into it from a Category 6 (Lunchroom Assistant, Recess Assistant, or Ready Start Bus Assistant) position during the same school year, that employee shall be able to bump back directly to the Category 6 position he/she held immediately prior to successfully bidding on the Classroom Assistant position.
- B. If the Category 6 position held by the displaced Classroom Assistant is no longer in existence, the displaced employee shall be entitled to exercise bumping rights as otherwise specified in Article 9, Section 3.

- C. The right of a Classroom Assistant employee to revert to his/her former Category 6 position, according to the process described above, shall exist only for the balance of the initial school year in which the Category 6 employee successfully bids upon and assumes a Classroom Assistant position. In subsequent school years a displaced Classroom Assistant shall be subject to the provisions of layoff and recall as outlined in the other Sections of this Article and shall not be entitled to bump according to the procedures specified in this Section.
  
- D. If a Classroom Assistant exercises bumping rights over a Category 6 employee, according to the process described in this Section, the timelines for notification of layoff specified in Section 2 above shall be considered waived with respect to the separation of the displaced Category 6 employee. However, the Category 6 employee so displaced shall possess bumping and recall rights as specified in this Article with the exception of the right to bump the Classroom Assistant employee who has reverted to his/her former Category 6 assignment held previously in the same school year.

<b>Article 10 Fringe Benefits</b>
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Section 1:

An employee in the Educational Assistant/Para-Educator classification shall be eligible for the following effective September 1, 2011:

- 1. ADN (80/80/80:\$1,300)
- 2. Board paid life insurance of \$15,000 term with AD&D.  
The Board may bid the life insurance carrier.
- 3. NVA – Vision Coverage – Single Subscriber Only

Section 2: Section 125 Plan

- A. The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.

- B. It is the responsibility of each eligible employee to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and or claims administration.
- C. Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible employee and insurance carrier, policyholder and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that plan.
- D. It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article and other payments as may be authorized by the Cafeteria Plan during the periods of an employee's eligibility for participation in that Plan and for fringe benefit plan enrollment under this Agreement.
- E. In the event that an employee waives available coverage(s) under the Cafeteria Plan and thereby elects to receive additional compensation under PAK-B, pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403 (b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

### Section 3: General Conditions of Fringe Benefits

- A. An employee newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first day of the month following the month work commenced.
- B. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.



- C. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- D. Any employee newly hired working less than fifteen (15) hours per week and/or thirty-six (36) weeks per year shall not be entitled to any fringe benefits under Article 10 during his/her first three (3) years of employment. He/she would become eligible on the first open enrollment period after his/her third (3<sup>rd</sup>) anniversary date.

<b>Article 11 Paid Leaves</b>
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Section 1: Sick Leave

A. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee. The employee will have ten (10) days from receipt of the written statement in which to bring to the attention of the Employer any alleged error in the stated amount of sick leave credit. In the absence of timely notification by the Employee, the Employer's records shall be considered conclusive.

B. Sick leave shall accrue as follows:

Each educational assistant/para-educator employee shall be credited with seven (7) days of sick leave per year, accumulative to forty-five (45) days. Such days shall be credited at the beginning of the school year, at a rate equal to the hours worked when earned accumulative to forty-five (45) days. Such days shall be credited.

Each employee in this classification who has reached the maximum accumulation and has not utilized his/her allotment of sick days in a given school year shall be paid seventy-five percent (75%) of his/her daily rate for every day in excess of the maximum of forty-five (45) days.

- C. Utilization of sick leave shall be subject to the following conditions:
  - 1. The employee may use all or any portion of his/her sick leave to recover from his/her own illness or disability.

2. The employee may use up to five (5) days per year for the purpose of attending to illness of a spouse, child, parent, mother-in-law, father-in-law, or any minor, legal dependent living in the same household.
  3. An employee absent for more than three (3) days or who demonstrates a consistent pattern of abuse may be required to submit a statement from his/her doctor.
- D. Absence due to injury or illness incurred in the course of the employee's employment shall be charged against the employee's sick leave days, provided that the Employer shall pay such employee the difference between his/her normal compensation and benefits received under the Michigan Worker's Compensation Act, deductible from the employee's accumulated sick leave.
- E. If the employee has initiated a claim for Worker's Compensation but the validity of the claim has not been determined or benefits have not commenced, the employee may use sick leave accumulated if the employee is medically unable to report for work. However, if and when Worker's Compensation benefits are received, the employee shall reimburse the school district for any sick leave payments received during the benefit period. Said reimbursement shall be made immediately upon receipt of any Worker's Compensation benefits by the employee. Upon such payment to the District, sick leave so utilized shall be reinstated to the employee's personal sick leave accumulation.
- F. Each employee in the educational assistant and para-educator classification who works six (6) or more hours per day will have one (1) hour per month which may be used for doctor or dental appointments which cannot otherwise be scheduled. This time is to be utilized for doctor and dental appointments concerning the employee only and will not be charged to sick leave or personal leave.

## Section 2: Funeral/Bereavement Leave

- A. The employee shall be granted a maximum of five (5) paid leave days per death in the immediate family. "Immediate Family" shall be defined for purposes of this Section as spouse, child, parent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, and any legal dependents.

Employees using more than three (3) working days of bereavement leave for a death in the immediate family shall, in advance of utilizing such additional days, notify the Employer of the circumstances necessitating the utilization of the maximum five (5) days leave limit for this purpose.

- B. The employee shall be granted one (1) day paid leave per death for other relatives. "Other Relatives" shall be defined for purposes of this Section as aunt, uncle, cousin, nephew, niece, brother-in-law, sister-in-law, or person to whom the employee was engaged to marry.

If the employee has no personal leave days left, he/she may use one (1) paid leave day per year for death of persons living in the same household.

- C. Additional leave may be granted in special cases, such as for travel time, without pay, subject to the approval of the Administration.
- D. Unused funeral/bereavement leave shall not be cumulative.
- E. For a funeral involving a present or former employee, or where the employee serves as a pall bearer, the employee will be allowed up to four (4) hours to attend. The employee in such circumstances will make up lost time with an equal amount of compensatory time. The Employer reserves the right to limit the number of employees absent under this provision on a given day.

### Section 3: Personal Business Leave

- A. At the beginning of every school year, each employee shall be credited with two (2) day(s) personal business leave:
- B. Personal business leave shall be utilized in accordance with the following conditions:
  - 1. Such days are to be used for conducting business that the employee cannot arrange to conduct other than during work hours.
  - 2. An employee planning to utilize a personal business day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency.
  - 3. Personal business leave shall not be granted on the opening or closing days of school nor on the day prior to or following a holiday

or vacation unless an emergency exists and utilization is approved by the employee's immediate supervisor.

4. Personal business leave shall be available for the practice of individual religious preferences.
5. It is recommended that no more than one (1) personal business leave day be used during each six (6) month period, except in cases of emergency.
6. At the end of each contract year all unused personal business leave days shall be credited to the employee's accumulated sick leave.
7. The Employer reserves the right to limit the number of employees absent under this provision on a given day to no more than twenty percent (20%) in a category provided that the category has five (5) or more members.

#### Section 4: Jury Duty and Subpoenas

Any employee called for jury duty or subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation for such time provided the employee shall remit all witness and juror fees (excluding expenses) to the Employer upon return to work. Subpoenas issued in conjunction with litigation between the Association and the Employer will be exempted from this Section.

#### Section 5: Vacations

- A. Each employee (49–52 weeks) shall earn annual vacation time, with pay, according to the following schedule:

1-4 years of service	— 10 days
5-15 years of service	— 15 days
16 years of service	— 20 days

Each employee shall be credited with the above mentioned vacation on his/her employment anniversary date each year.

- B. If an employee resigns and gives two (2) weeks written notice, the employee shall be given his/her unused vacation credit, not to exceed one (1) year's allowance.

- C. Employees shall be paid their current salary while on vacation and will receive credit for any benefits provided during such time.
- D. All vacations shall be subject to scheduling by the Employer consistent first with the operations of the school district and next with consideration for the seniority and desires of the employee(s) concerned.

Requests from employees shall be granted on a first-come first-served basis. In cases where requests are submitted on the same day, seniority shall be used as the deciding factor.

Section 6: Holidays

- A. Employees will receive their regular daily pay, exclusive of any overtime, additional time, sub pay or other income generated from special circumstances, for days indicated as "paid holidays" in B.
- B. The following holidays shall be considered as "Paid Holidays":

Thanksgiving	2 days (day after)
Christmas	2 days (day before)
New Year's Day	2 days (day before)
Good Friday	1 day
Memorial Day	1 day

- C. The special education assistant that works the 231 day program (Doris Klaussen Center) shall have the Fourth of July as a paid holiday.
- D. When a holiday is observed by the Employer during an employee's scheduled vacation, the holiday will not be considered as a vacation day.
- E. Good Friday will only be considered a holiday for any employee if school is not in session for students. If school is in session, an alternate holiday will be credited to eligible employees (as defined above).
- F. If a holiday falls on a Saturday or a Sunday, the Friday before or the Monday after shall be observed as the holiday, as determined by the Employer, unless otherwise required by law.
- G. In order to receive holiday pay, an employee must work his/her entire shift on both the last regularly scheduled work day before the holiday and the first regularly scheduled work day after the holiday. The only exception will be illness verified by a doctor's statement.

Section 7:

Any employee who retires and has served in the Harper Creek Community Schools for not less than twenty (20) years shall be eligible for payment of one-half (½) of his/her then current daily rate of pay for each day of accrued, but unused, sick leave to a maximum of fifteen (15) days.

<b>Article 12 Unpaid Leaves</b>
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Section 1: General Conditions

- A. A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. An employee may apply for a one (1) year extension of this leave. During said leave, seniority shall continue to accumulate but salary schedule experience credit shall remain frozen.
- B. The employee shall notify the Superintendent in writing of his/her desire to take leave under this Article. The letter requesting leave shall include the proposed commencement date of the leave and the date of return. Except in the case of an emergency, the employee shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.
- C. Upon expiration of a leave of absence, an employee shall be reinstated to the position from which the leave was taken if it is in existence; or, if not, to a position within his/her classification for which he/she possesses sufficient seniority. Return to an assignment shall be subject to the operation of the reduction in personnel procedures specified in this Agreement.
- D. At least fifteen (15) working days prior to the date a leave is scheduled to expire, the employee shall notify the Employer, in writing, of his/her intent to return to work.

## Section 2: Child Rearing/Family Medical Leave

- A. Employees eligible for FMLA must have been employed for at least twelve (12) months and have worked at least 1250 hours of service during the previous twelve (12) month period. FMLA unpaid leave is to be taken concurrently with paid leaves for serious health conditions, birth of a new born child or care of a new child, as defined by the FMLA. The employee is entitled to all rights conferred under the Act. Eligible employees are entitled to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period, or twenty six (26) weeks under the injured service member provision.
- B. Where an employee's spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period of up to twelve (12) weeks. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence of up to six (6) months without pay. An employee who is still unable to work may be granted an extension of up to one (1) year by the Board of Education.
- C. An unpaid leave of absence shall be granted to an employee for the purpose of child care, as defined within the Act. Such leave shall be taken within the twelve (12) month period immediately following the birth or adoption of the employee's child. The length of leave under this paragraph shall not exceed twelve (12) weeks, renewable at the discretion of the board for up to an additional one (1) year period.
- D. An employee adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) weeks after the child arrives in the home. In the case of an adoption or foster care placement, a copy of the order awarding custody to the employee shall be provided to the Administration, if requested, in connection with the employee's application for those purposes.
- E. When leave is taken under this section to care for an employee's seriously ill spouse, child, or parent, or due to the employee's own serious health condition, the employee will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave.

An employee taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the employee's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at the Board's expense) be obtained. If that opinion differs from that of the employee's health care provider, the health care provider, the employee, and Administration (in consultation with the Association, if requested by the employee) shall mutually designate a third health care provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, employee, and Association. The cost of this examination shall be paid by the Board.

- F. An employee who is disabled may continue in active employment provided he/she continues to perform his/her regular duties satisfactorily.
- G. Upon expiration of a leave of absence under this Section, an employee shall be reinstated to the position from which the leave was taken if it is in existence; or, if not, to a position within his/her classification for which he/she possesses sufficient seniority. Return to an assignment shall be subject to the operation of the reduction in personnel procedures specified in this Agreement.
- H. The Board and the employee agree to cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of the operations of the District. When leave is foreseeable, the following guidelines shall be required:
  - 1. Requirement of Notice – in any case in which the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the employer with not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave under such paragraph, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
  - 2. Duties of Employment – in any case in which the necessity for leave is foreseeable based on planned medical treatment, the employee:
    - a. shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer,



subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

- b. shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.
  3. Notice for leave due to active duty of family member – in any case in which the necessity for leave under subsection is foreseeable, whether because the spouse, or a son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to activate duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.
- I. The Board of Education will continue premium payments for health care benefits for an employee who has been granted an unpaid FMLA leave under this Section. If the employee fails to return from a leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control), the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee with any deficiency to be remitted by the employee to the Board in accordance with the applicable state law.

An employee eligible for twelve (12) weeks of leave under the Family Medical Leave Act may choose to use or be required, by the District, to use accrued paid time, such as sick leave, vacation days or personal days, for all or part of the twelve (12) week leave.
- J. Injured service member leave – FMLA eligible employees may take leave of up to twenty six (26) weeks of FMLA leave to care for a parent, child, spouse, or next of kin who is an injured service member. To be considered “next of kin” the employee must be the nearest blood relative of the injured service member. This leave is only available in a single twelve (12) month period.
- K. Qualifying exigency leave. FMLA eligible employees make take leave of up to twelve (12) weeks for qualifying exigencies arising out of the employee's parent, child, or spouse being on active duty or being called

to active duty. This type of leave is included as part of the twelve (12) weeks of FMLA leave available to eligible employees.

### **Article 13 Continuing Education**

#### Section 1:

An employee who is required to take specific high school or post-secondary courses by the Administration shall be fully reimbursed for cost of tuition, books and mileage costs incurred.

#### Section 2:

An employee participating in an Adult Education Program or earning high school level or college level credits shall be eligible to receive reimbursement from the Employer for full tuition, cost of books and other required materials if given prior approval by the Central Administration Office and upon submission of written notice of course completion with a passing grade of "C" or above. It is understood that reimbursement will only be made for courses which:

1. Maintain or improve skills required in the employee's current employment, or
2. Meet the requirements imposed by statute, administrative regulation and/or this Agreement for the employee's retention of a position in his/her seniority classification.

#### Section 3:

An employee shall be eligible for registration costs, travel expenses and full pay to attend seminars which are related to employment within the School District, if given prior approval by the Central Administration Office. An employee shall be eligible for mileage reimbursement when travel is requested by the Administration.

Section 4:

Starting with the 2009-10 school year, the District will provide a minimum of twenty (20) professional development hours each year to be aligned with teacher professional development days. Such time will be paid at the employee's current rate of pay.

<b>Article 14 School Closing</b>
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Section 1:

When the Employer determines to close school(s), reasonable effort shall be made to make such public announcements prior to 6:30 a.m.

Section 2:

Para-Educators and educational assistants normal work day shall end one-half (1/2) hour after all students leave the building. Para-Educators and educational assistants shall receive their regular rate of pay for the day.

If the District must reschedule those days, the effected employees will work with no additional compensation.

Section 3:

- A. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days of student instruction as prescribed by Michigan law.
- B. "School year" employees who are not required to work on such days shall be excused from reporting and shall be paid at their regular daily rate of pay for the first two (2) days. However, "school year" employees shall work on any rescheduled days beyond the first two (2) days of student instruction and shall be paid only when the days are made up. "School year" employees have the option of utilizing up to three (3) sick/personal days to receive pay for days in excess of the two (2) district-paid days. The request for using sick or personal days must be made within the same pay period as the day.

- C. "Full year" employees are required to report to work as regularly scheduled on such days unless otherwise excused by the immediate supervisor.
- D. The parties agree that this contract provision has been negotiated to comply with the provisions of the State Aid Act and to ensure that the District will incur no loss of State Aid. Further, the parties recognize the school district's obligation to comply with any requirement set forth by the State Board of Education respecting the number of "student instruction" days, as defined by that agency. In addition to any requirement of the State Aid Act to receive full State Aid, the parties agree to reschedule lost days of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days mandated by the Michigan Department of Education or otherwise by law.
- E. Para-educators have the option of utilizing a personal day to receive pay for snow days in excess of the two (2) district-paid snow days. The request for using a personal day must be made within the same pay period as the snow day.

<b>Article 15 Resignation</b>
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Section 1:

An employee desiring to resign shall submit a resignation, in writing, to the Administration Office at least fifteen (15) working days prior to the effective date of the resignation unless new employment requirements prohibit. In such case, the employee shall submit the resignation at least ten (10) working days prior to the effective date of the resignation.

Section 2:

Any employee who discontinues his/her services, in accordance with Section 1 above, does not forfeit his/her right to all severance payments required by this Agreement.

## **Article 16 General Provisions**

If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

## **Article 17 Communications**

### Section 1:

Representatives of the Employer and the Association, by mutual agreement, may meet on one (1) work day each month for the purpose of reviewing the Administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure or to be negotiations. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss.

### Section 2:

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Association.

## **Article 18 Work Rules**

### Section 1:

The Employer retains the right to promulgate and uniformly enforce work rules that do not conflict with the express terms of this Agreement.

### Section 2:

New work rules shall be given to the Association's president at least thirty (30) calendar days prior to the effective date of the work rule being established. Within said thirty (30) calendar days, the Association may request a meeting with the Employer for the purpose of discussing the work rule(s). Copies of work rules in effect shall be given to all new employees upon employment.

### Section 3:

All work rules shall be posted. Upon the execution of this Agreement, all employees shall be given a copy of existing work rules.

<b>Article 19 Bargaining Unit Work</b>
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Section 1: Student Part-Time Work

The Employer shall have the right to use students for performance of minor tasks and for assisting employees when special needs arise, such as student disciplinary action. The Association will be notified of such student work, and the work shall not deprive employees of extra work. Nothing in this provision shall limit the Employer's ability to continue the use of students or other school-age persons in connection with summer programs (e.g. STPA/Youth Corps) consistent with the past utilization of such individuals.

Section 2:

Supervisory employees shall not be permitted to perform work within the bargaining unit except in case of an emergency arising out of an unforeseen circumstance which calls for immediate attention, or for instruction or training of employees, including demonstrating the proper method of accomplishing the task assigned.

Section 3:

The Employer shall be allowed to secure the services, as needed, of a temporary employee for the purpose of replacing an employee on sick leave, leave of absence, or vacation. A temporary employee shall be paid at a rate to be determined by the Administration, but the rate shall not exceed that of the employee being replaced. A temporary employee shall accrue no rights under this Agreement.

Section 4:

The Employer shall have the right to create part-time bargaining unit positions in all classifications and categories under the following conditions:

1. A part-time employee hired after August 1, 1992, working less than twenty-five (25) hours per week and/or thirty-six (36) weeks per year shall not be entitled to any fringe benefits under Article 10 during his/her first five (5) years of employment. He/she would become eligible on the first open enrollment period after his/her fifth (5<sup>th</sup>) anniversary date.
2. A part-time employee is not eligible for overtime work unless it has been refused by all full-time employees in the same category.
3. When the District hires a part-time employee, he/she must be hired for at least eight (8) weeks during a fiscal year.
4. The District shall not decrease the number of current full-time employees due to hiring of part-time employees.

**Article 20. Duration of Agreement**

This Agreement shall be effective upon ratification and shall continue in effect, expiring at the end of the 30<sup>th</sup> day of June 2014. It shall not be extended orally and it is expressly understood that it will expire on the date indicated.

Harper Creek Educational Support  
Personnel Association, MEA/NEA  
Educational Assistants  
& Para-Educators

Harper Creek Community Schools  
Board of Education

\_\_\_\_\_  
President, Susanne Demaree

\_\_\_\_\_  
Secretary, Gary Lincoln

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Spokesperson, Tara Wilbur  
UniServ Director

\_\_\_\_\_  
Superintendent, John Severson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



<b>Schedule A Work Schedules</b>
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1. All employees shall have their hours of work set by the Administration, after consultation with the involved employee(s).
2. All employees shall be entitled to a duty-free lunch period of at least one-half ( $\frac{1}{2}$ ) hour per day, as well as a fifteen (15) minute relief time in mid-morning and mid-afternoon.
3. All employees shall be given written notice of date of return to work each year no later than June 1 of the prior year.

## Schedule B Compensation

### Section 1: Categories

Category 1—	In-House Suspension
Category 2—	Classroom Assistant
Category 3—	Special Education Assistant
Category 4—	Special Education Bus Aide
Category 5—	Library Para-Educator
Category 6—	Lunchroom Aide, Recess Assistant, Ready Start Bus Assistant
Category 7—	Copy Clerk
Category 8—	Student Responsibility Room Para-Educator; Literacy & Intervention Para-Educators
Category 9—	Hall Monitor

\*For wage purposes only, Literacy & Intervention Para-Educators only would move make the following wage scale on September 1, 2011.

- Step 5 would move to Category 8 Step 3
- Step 4 would move to Category 8 Step 2
- Step 3,2,1 would move to Category 8 Step 1

### Section 2: Wage Schedule

#### **2011-2012**

A half percent ( $\frac{1}{2}\%$ ) wage increase on all steps except top step. Top steps to receive one percent (1%) increase.

#### **2012-2013**

Wage increase of one percent (1%) on top steps only.

#### **2013-2014**

Wage increase of one percent (1%) on top steps only.

<b>Categories 1, 2, 3, 4, 5</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
Step 1	\$ 8.99	\$ 8.99	\$ 8.99
Step 2	\$ 9.41	\$ 9.41	\$ 9.41
Step 3	\$ 9.82	\$ 9.82	\$ 9.82
Step 4	\$10.15	\$10.15	\$10.15
Step 5	\$11.09	\$11.20	\$11.31

<b>Category 6</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
Step 1	\$ 8.47	\$ 8.47	\$ 8.47
Step 2	\$ 8.90	\$ 8.90	\$ 8.90
Step 3	\$ 9.32	\$ 9.32	\$ 9.32
Step 4	\$ 9.61	\$ 9.61	\$ 9.61
Step 5	\$10.52	\$10.63	\$10.74

<b>Category 7</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
Step 1	\$ 8.56	\$ 8.56	\$ 8.56
Step 2	\$ 8.99	\$ 8.99	\$ 8.99
Step 3	\$ 9.42	\$ 9.42	\$ 9.42
Step 4	\$ 9.75	\$ 9.75	\$ 9.75
Step 5	\$10.63	\$10.74	\$10.85

<b>Category 8, 9</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
Step 1	\$10.28	\$10.28	\$10.28
Step 2	\$10.69	\$10.69	\$10.69
Step 3	\$11.17	\$11.17	\$11.17
Step 4	\$11.58	\$11.58	\$11.58
Step 5	\$12.56	\$12.69	\$12.82

Category 1 – In-House Suspension will be paid the same as categories 2, 3, 4, & 5, but the current occupant of the position will be grandfathered and paid as follows:

<u>2001-2002</u>	<u>2002-2003</u>	<u>2003-2004</u>
\$15.72	\$16.19	\$16.68

Section 3: Payout language

All employees shall be paid at the end of the school year for each year of this agreement the following.

<u>Years</u>	<u>Payout</u>
5-9	\$ 250.00
10-15	\$ 500.00
16-20	\$1,000.00
21 +	\$1,500.00

Section 4: Miscellaneous—All Employees

A. Increments

1. Any employee first hired before December 31 of any year shall receive an increment raise the following July 1. Any employee first hired on or after December 31 but before July 1 shall not receive an increment raise (except as provided below) on the following July 1 but shall instead receive an increment raise on the July 1 immediately following the employee's completion of twelve (12) months of service.
- 2 After completion of the probationary period (as identified in Article 8 of this Agreement) an employee shall be placed on Step 1 of the salary schedule for his/her respective category. However, the employee's original date of hire shall cover eligibility for subsequent increment advancement as outlined in 1. above

- B. When any position not listed in the above wage schedules is established by the Employer, the Employer may designate and implement a job classification/category and a rate structure for the position. If the Association disagrees with the rate structure, the rate shall be subject to negotiation.

Any member of the bargaining unit can add an off-schedule premium of .25¢/hour to their wage by obtaining at least one of the following:

- Earn an associates degree or higher,
- Successfully pass the MTTC (or equivalent) test, or
- Obtain twenty (20) hours of pre-approved professional development. Professional development may include attending District PD days and outside professional development at the employee's expense.

Effective with 2011-2012 school year, any member of the bargaining unit can add an additional off-schedule premium of .10 cents/hour to their wage by obtaining ten (10) hours of professional development in addition to one of the requirements listed in paragraph B above.

# **MASTER AGREEMENT**

between the

HARPER CREEK  
BOARD OF EDUCATION

and the

HARPER CREEK  
EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION, MEA-NEA

FOOD SERVICE
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**July 1, 2010 – June 30, 2012**

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## **Agreement**

This Agreement is made as of the date hereinafter set forth by and between the Harper Creek Community School District, Calhoun County, Michigan, hereinafter called the "Employer," and the Harper Creek Educational Support Personnel Association Food Service, MEA/NEA, hereinafter called the "Association."

### **Article 1 Recognition**

#### Section 1:

The Employer hereby recognizes the Association as the sole and exclusive collective bargaining representative for all food service employees excluding: supervisors, substitute employees, temporary employees (as defined in Article 19) and all others.

#### Section 2:

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

### **Article 2 Employee Rights**

#### Section 1:

No seniority employee shall be disciplined, which shall include written reprimands, suspensions, demotions, and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.

#### Section 2:

- A. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Employer agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her

membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights and responsibilities he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

### Section 3:

Upon request, an employee shall be entitled to have present a representative of the Association when disciplinary action is taken which may adversely affect the employee's work record. Should disciplinary action likely occur at a given meeting, the employee shall be advised of said possibility. Where a disciplinary penalty requires the employee to immediately leave school district property (i.e. suspension or discharge), the employee shall be allowed to discuss the disciplinary measure with an Association representative before leaving the premises. The employer shall make available an area where this may occur.

### Section 4:

Written and signed complaints against an employee shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Disciplinary material will be purged from the employee's personnel file if a three (3) year period elapses without another related disciplinary incident.

### Section 5:

Any case of assault upon an employee shall be promptly reported to the employee's immediate supervisor. The Employer will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

### Section 6:

An employee will have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review.

### **Article 3 Association Rights**

#### Section 1: School Mail

The Association shall have the right of access to the school mails to distribute Association material to members of the bargaining unit. Should the Board determine that a deviation from established conditions is necessary, it shall notify the Association of any alterations prior to implementing them.

#### Section 2: Use of Facilities

The Association shall have the right to use school facilities for meetings and school equipment, including typewriters, copying machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such and shall be responsible for proper operation of all such equipment. The Association shall be liable for any damage to equipment or facilities occasioned by its use of same. Prior to use of school facilities, the Association shall complete and submit a Building Use Form.

#### Section 3: Association Representatives

Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operation. The local representative shall be the Association President or his/her designee.

The Association shall inform the Employer, in writing, the identity of Association Representatives having the authority to represent the Association and its members for purposes of grievance handling and disciplinary matters. Any grievance handling shall occur outside of normal working hours unless otherwise agreed to by the Employer.

#### Section 4:

- A. Each employee shall, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, which

ever is later, join the Association, or pay a service fee determined by the Association. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. The procedure for involuntary deduction shall be as follows:

1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  2. If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section 4, A, above.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association employees. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the

Association's notification to non-members of the fee for that given school year.

#### Section 5: Dues Check-off

- A. The deduction of dues and service charges shall be made from a regular paycheck each month, September through June. The Employer agrees to remit to the Association all moneys so deducted, accompanied by a list of employees from whom deductions have been made, within the month following the month of deduction. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Employer.
- B. The Employer further agrees to deduct from each employee's pay, upon proper written authorization, amounts for insurance, United Way, 403b deductions and credit unions.

#### Section 6: Request for Information

The parties agree to furnish one another with information required to be made available by law in order to facilitate contract administration and negotiations.

#### Section 7: Release Time

The Employer shall permit up to six (6) working days per school year of released time for the handling of the Association business, meetings and conferences. Two (2) additional days will be granted with the Association reimbursing the District for substitute costs. All days to be used must be submitted in writing to the Superintendent at least forty-eight (48) hours prior to the leave. These days shall not be utilized during examination periods, parent/teacher conferences or on a working day immediately preceding or immediately following a school holiday or school vacation.

Section 8:

In the event of any legal action against the Board, individually or jointly, brought in a court or administrative agency because of compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association's intervention as a party if it so desires; and
2. The Board agrees to give reasonable assistance to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that, in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Section 4 of this Article 3.

The Association shall have the right to negotiate a settlement with any employee whose wages have been subject to involuntary deduction under this Article.

<b>Article 4 Management Rights</b>
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The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration, not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment, the operations and to direct the working forces and affairs of the School District;

2. Continue its rights and past practice of assignment and the direction of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees, determine the size of the work force and to lay off employees;
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
5. Adopt reasonable rules and regulations;
6. Determine the qualifications of employees, including physical conditions;
7. Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
8. Determine the placement of operations, productions, services, maintenance or distribution of work, 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 management organization, its functions, authority, amount of supervision and table of organization provided that the District shall not abridge any rights of employees as specifically provided in the Agreement; and
11. Determine the policy affecting the selection, testing or training of employees.

The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

## **Article 5 Grievance Procedures**

### Section 1: Definition

A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any expressed provision of this Agreement may be processed as a grievance as hereinafter provided.

### Section 2: Hearing Levels

#### Informal Level:

When a cause for complaint occurs, the affected employee(s) shall request a meeting with his/her immediate supervisor within ten (10) days after the event prompting the complaint or within ten (10) days after the employee should reasonably have had knowledge of the occurrence of the event upon which the grievance is based in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

#### Formal Level 1:

If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the informal meeting between the supervisor and the affected employee(s). A formal grievance must contain:

1. A synopsis of the facts giving rise to the alleged contract violation;
2. A listing of the contract provisions allegedly violated;
3. The date of the alleged violation;
4. A specification of the relief requested; and
5. The signature of the grievant.

A copy of the grievance shall be sent to the Association and the immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.



Formal Level 2:

If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee. Within seven (7) days of receipt after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance. The Superintendent or designee shall render a written decision thereon with copies to the Association and the grievant(s).

Formal Level 3:

If the Association is not satisfied with the disposition of the grievance at Level 2 by the Superintendent or designee, or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and Employer.

- A. The arbitrator shall have no power to rule on any of the following:
  - 1. The termination of services of or failure to re-employ any probationary employee;

2. Any claim or claimant for which there is another remedial procedure or forum established by law or by regulation having the force of law (to include MERC, MDCR, EEOC, OSHA and Workers' Compensation); and
3. Any matter involving employee evaluation content. However, matters involving alleged violations of evaluation procedure shall be subject to arbitration.

B. Claim for Back Pay

The District shall not be required to pay back wages more than six (6) months prior to the date a written grievance is filed.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less one-half (1/2) of any compensation that he/she may have received from any source during the period of the back pay.

Section 3: Miscellaneous Conditions

- A. The term "days" when used in this Article shall mean work days of the grievant. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- B. Grievances filed as "Association" grievances may, by mutual consent, be initiated at Formal Level 2 of the grievance procedure.
- C. Grievance processing will occur outside of normal working time except when the Employer consents otherwise.
- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## **Article 6 Vacancies, Transfers, and Promotions**

### Section 1:

A vacancy shall be defined as a newly created bargaining unit position or a present position in the bargaining unit that is not filled but that the Employer intends to fill. Substitutes may be used to fill newly created positions for up to sixty (60) workdays, at which time the position will be posted and filled under Article 6, Sections 1 and 2 of this Agreement.

### Section 2:

All vacancies shall be posted at the designated place in each building of the District for a period of five (5) work days. The designated place for openings in food service categories shall be the kitchens. The Association president shall receive two (2) copies. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification and Category
7. Position Qualifications

An interested employee may apply in writing to the Superintendent, or designee, within the five (5) day posting period. The Employer shall notify a school year employee of vacancies occurring during the summer months (June, July and August) by sending notice of same to each interested employee using an employee-furnished stamped envelope. The Employer agrees to notify the Association President in writing of any vacancies occurring during the summer months.

### Section 3: Trial Period

1. An employee who is awarded a job under Section 4 or Section 6 below shall be offered a ten (10) working day trial period. During this trial period the employee shall have the opportunity to revert back to his/her former assignment. The Employer shall be entitled during this interval to fill the transferring employee's former assignment with a temporary employee.
2. If the employee is determined to be unsatisfactory by the Employer during this trial period, notice shall be submitted to the employee. Any decision by the Employer to return an employee to his/her original assignment before or at the conclusion of the ten (10) working day trial period shall not be arbitrable.

### Section 4:

The senior employee in the category where the vacancy exists who meets the minimum qualifications for the posted position and who applies for the vacancy shall be given the position. If the position is not filled in this manner, it will be filled with the most qualified applicant. If, in the Employer's judgment, applicants within the bargaining unit are equally qualified, seniority, first within the classification of the vacancy and then second within the bargaining unit, shall be the determining factor. An employee who is awarded a job under the provisions of this Section shall be subject to a trial period according to Section 3 above. During the trial period, an employee shall receive the rate of pay for the job he/she is performing.

### Section 5:

Within fifteen (15) work days after the expiration of the posting period, the Employer shall award the position to the applicant who has been selected to fill the posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

### Section 6:

An employee shall retain wage scale experience credit when transferred within the job classifications covered by this Agreement.

When an employee vacates a position and accepts a higher paying position in a different classification, he/she shall continue to receive the same hourly wage of the vacated position during the trial period of Section 3. above. Beginning

with the eleventh (11<sup>th</sup>) working day in the new position the member shall be assigned to a step placement which shall not cause the member's hourly wage to be decreased.

When an employee maintains a position and accepts an additional position in a new classification, he/she shall be placed on step one (1) of that position's wage schedule.

Section 7:

If an employee is absent for a period exceeding 365 consecutive calendar days, his/her assignment shall be considered a vacancy which will be posted and awarded utilizing the procedures specified in this Article. An employee returning to work whose position has been declared vacant according to this paragraph shall be permitted to bump the employee having the least seniority in the category of the returning employee. An employee shall notify the Employer, pursuant to Article 12, Section 1. E., of the intent to return to work.

Section 8:

In the event it becomes necessary to make an involuntary transfer in any category, the employee with the least seniority in that category shall be transferred unless a more senior employee volunteers to be transferred.

Section 9:

If an employee is transferred to a non-bargaining unit position with the school district for a period of up to six (6) months, and is thereafter transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the non-unit position to which he/she was transferred. An employee transferred under the above circumstances shall retain seniority rights, as described above, for only the six (6) month period.

Section 10:

A temporary transfer for the purpose of filling an assignment of a food service employee who is absent more than four (4) consecutive work days (but less than 365 consecutive calendar days) due to illness, paid vacations and leaves of absence shall be governed by the following conditions:

- A. The senior applicant within the same building and job category who meets the requirements for the job shall be awarded the position on a temporary basis. The successful applicant shall perform the same duties of the temporarily absent employee.

- B. The Employer may consider temporary transfer requests from employees in a different category, but within the same classification, who meet the requirements for the open assignment. Should the employer determine to grant the request for a temporary transfer to a different category within the same classification, the employee transferred shall receive the pay rate of the category into which he/she is temporarily transferred. This shall not be interpreted to require payment at a different experience level to the temporarily assigned employee within that classification or category.
- C. Temporary transfers under this Section shall be made only among employees working in the same school building.
- D. The Employer shall not be required to make more than one (1) transfer as a result of filling any temporary opening as specified in this Section. For example, if employee A is absent in excess of four (4) consecutive work days and employee B is temporarily transferred to employee A's assignment, the Employer shall not be required to allow a temporary transfer of another employee into employee B's open position. Instead, the employer would fill employee B's temporarily open position with a temporary employee.

<b>Article 7 Work Schedule, Duties, and Compensation</b>
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Section 1: Work Schedule

- A. The work schedule of each category covered by this Agreement shall be as set forth in Schedule A of this Agreement. Nothing therein shall be regarded as a guarantee of any number of hours of work per day or per week.

- B. Nothing shall prevent an employee and his/her immediate supervisor from mutually agreeing to alter the employee's normal work schedule through the use of compensatory time. If mutual agreement is reached to use compensatory time for this purpose, it shall not obligate the Administration to payment of overtime when the compensatory time is worked.

## Section 2: Compensation

Compensation for categories covered by this Agreement shall be as set forth in Schedule B.

## Section 3: Overtime Compensation

- A. Time and one-half shall be paid for all hours over forty (40) hours in one week, and all hours in excess of eight (8) hours in one day. This shall not be interpreted to require double payment of overtime.
- B. Time and one-half shall be paid for all hours worked on Saturdays. Double time shall be paid for all hours worked on Sundays and holidays. These sums shall be in addition to holiday pay if the employee is entitled to holiday pay for that day.
- C. Compensatory time may be given if mutually agreeable to the Employer and the employee. Such compensation shall be time and one-half for all hours over forty (40) per week and shall not accumulate beyond two hundred forty (240) hours.

## Section 4:

An employee shall work overtime on the following basis:

- A. Overtime will be assigned in advance by the Employer.
- B. Overtime shall first be rotated among food service categories, with the exception of head cooks on a seniority basis district wide. If the employer in good faith mistakenly provides overtime opportunities to employees otherwise not entitled there to, the sole remedy will be that the employee who was in line for the overtime opportunity will receive the next available comparable overtime opportunity.
- C. If the overtime assignment is not filled as specified in paragraph B. of this Section, the overtime will next be offered to the most senior employee within the same job category but having a different building of

regular assignment. In order to be eligible for overtime opportunities under this provision, the employee shall give written notification to his/her supervisor not later than September 1 of any school year or on the completion date of his/her probationary period if hired after the beginning of the school year.

- D. If the overtime work is not assigned pursuant to operation of paragraphs B. and C. of this Section, the Employer shall have the option to require the employee(s) having the least seniority in the affected category to perform the required overtime work.

#### Section 5: Job Descriptions

Written job descriptions and job titles shall be provided by the Employer for each bargaining unit position. The Association shall be consulted relative to such job descriptions. Job descriptions shall minimally include qualification for appointment, types of services to be performed, and a listing of basic performance expectations.

#### Section 6:

An employee required to work in a higher paid job category shall be paid the rate of the job he/she is performing. If required to work in a lower paid job, the employee shall be paid at his/her regular rate of pay.

<b>Article 8 Seniority</b>
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#### Section 1: Probationary Period

A new employee hired into the bargaining unit shall undergo a probationary period of ninety (90) days worked. Upon completion of this probationary period, the employee shall obtain seniority status and his/her name shall be entered upon the seniority list retroactive to the first date of probationary service.

- A. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period, except that the termination or evaluation of a probationary employee shall not be subject to the grievance procedure.
- B. Leave day credit and vacation time credit shall accrue during the probationary period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Master Agreement.
- C. There shall be no seniority among probationary employees.



## Section 2: Seniority Defined

Seniority shall be defined as length of service within a category and classification included in this bargaining unit. Accumulation of seniority shall begin on the employee's first working day as described in Section 1 above. In the event two (2) or more employees begin work on the same day, the date of the job application from which they were hired shall determine position on the seniority list. In the case of job applications filed on the same date, position on the list shall be determined by lot.

## Section 3: Seniority Lists

The Employer shall prepare and maintain seniority lists as defined in this Article. The seniority lists shall be provided annually to the Association by November 1. The Association shall notify the Employer of any errors within fifteen (15) days after receipt of the seniority lists. In the absence of a timely objection, the Employer's seniority lists will be considered conclusive. The seniority lists shall reflect the following classifications and categories:

- Category 1 — Head Cook
- Category 2 — Assistant Cook
- Category 3 — Helper
- Category 4 — Courier

## Section 4: Loss of Seniority

Seniority shall be lost if the employee:

1. Voluntarily quits;
2. Is discharged and the discharge is not reversed through the grievance procedures set forth in this Agreement;
3. Is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer shall send the employee written notification, at the last known address, that the employee has lost seniority and has been terminated. A copy of such notice will be provided to the Association;
4. Does not return to work when recalled from layoff, as set forth in the recall procedure;

5. Does not return from sick leave or other leave of absence;
6. Retires;
7. Otherwise terminates his/her employment relationship with the Employer; or
8. Is laid off and is not recalled to work within four (4) years from the time of layoff.

## **Article 9 Reduction in Work Force**

### Section 1: Authority

In the event the Board of Education determines to reduce staff, the procedures outlined in this Article shall be followed.

### Section 2: Notification of Layoff

No employee shall be laid off pursuant to a reduction in the work force unless the employee is notified of said layoff seven (7) calendar days prior to the effective date of the layoff.

### Section 3: Order of Reduction/Bumping

In the event of a necessary reduction in a job category, the Employer shall first lay off probationary employees within that category provided there are senior employees remaining within the category who are available and can perform the required work. Next, the least senior employee within the job category affected by the reduction shall be laid off. In no case shall a new employee be hired in a job category while there are laid off employees in that category who are qualified and available for the vacant or newly created position.

An employee whose position has been eliminated due to reduction of work force or who has been affected by a layoff/elimination of position may bump the least senior employee in another category provided all of the following conditions are satisfied:

1. There is no "bump" possible within the current assignment job category of the employee affected by the reduction in force;

2. The "bumping" employee is qualified and able to perform all duties of the least senior employee in the different category whom the "bumping" employee is displacing; and
3. The "bumping" employee possesses sufficient seniority in the different job category into which placement is desired. The bump is exercised upon the least senior employee in the different job category.

When an employee affected by reduction in force is not able to exercise a bump within his/her current job category or into a different job category for which he/she possesses sufficient seniority (as described above), he/she shall be placed on layoff status with recall rights as described in this Article.

#### Section 4: Recall

##### A. Recall to Same Category.

1. Laid off employees possessing seniority within a category shall be recalled in order of seniority, with the most senior laid off employee being recalled first to an open position within that category. The Employer shall not be required to post such openings as vacancies under Article 6 of this Agreement.
2. Notices of recall shall be sent by certified or registered mail to the last known address shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work.
3. A recalled employee shall be given five (5) work days from receipt of notice to notify the Employer of the date that he/she will be returning to work. Said return date must be within fifteen (15) work days of the receipt of the notice. The Employer may fill the open position on a temporary basis until the recalled employee reports to work.
4. An employee recalled to a position of an equivalent number of hours, in a category where the employee is qualified and possesses sufficient seniority, is obligated to take said work at the step of the employees previous category. An employee who declines recall to work shall forfeit his/her seniority rights and shall be considered a quit.
5. An employee on layoff status shall accrue seniority but no advancement of salary steps during the period of layoff in the category from which the employee was laid off. Upon recall the

employee shall continue to accrue seniority only in the category of his/her assignment.

B. Placement Outside Seniority Category or Classification.

A laid off employee shall be eligible for assignment to a different job category or classification within the bargaining unit where he/she does not possess seniority if all of the following conditions are met:

1. A "vacancy" as defined in this Agreement exists and there are no employees on layoff status within the category of that vacancy.
2. The employee from the different category or classification meets the posted position requirements necessary to qualify for the vacancy. In the event more than one employee from a different classification and/or category applies for a vacancy under this provision, the Employer shall determine which person is best qualified for the position and shall award the assignment on that basis. Such determination by the Employer shall not be subject to the grievance procedure.
3. Failure to apply for and/or qualify for a vacancy in another classification or category shall not relinquish a laid off employee's right to recall in his/her own previous seniority category.

4. The Employer shall have the right to award the job first to a qualified employee within the same job category (either currently employed or on layoff status) before determining to offer any employment opportunities to employees in a different job category and/or classification. However, laid off employees in different categories and/or classifications who meet the posted job requirements shall have priority over currently employed employees seeking transfer to a different classification and/or category, irrespective of seniority.
5. An employee who is awarded a job under the provisions of this Section shall be subject to a trial period pursuant to Article 6, Section 3. If the employee is determined to be unsatisfactory by the Employer during this trial period, the employee shall be returned to lay off status without prejudice to his/her right to recall to his/her original seniority category when a vacancy for recall purposes occurs.

#### Section 5: Recall Notices

It is the employee's responsibility to keep the business office informed of the employee's current telephone number and address or of any change in phone number and/or address within three (3) working days of such change. In the event an employee fails to comply with this procedure, the Employer shall not be obligated to recall the employee until such time as correct information is submitted. Further, the employer shall be held harmless for any time, wages or recall opportunities lost as a result of such failure by the employee.

#### Section 6:

Any employee laid off pursuant to this Article may, upon application and at his/her option and expense, continue to receive insurance protection, as outlined in this Agreement, under the provisions of COBRA. Such continuation of insurance benefits shall be contingent on prior payment by the employee of the applicable policy premiums and is further subject to rules and conditions established by the carrier and/or the policyholder.

Section 7:

A laid off employee shall, upon application, and at his/her option be granted priority status on the substitute list for the category from which he/she was laid off. An employee serving as a substitute in this capacity shall be paid at the first step of the position in which substituting.

<b>Article 10 Fringe Benefits</b>
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**HEAD COOK AND COURIER**

A. Upon submission of written application, the Board shall provide to each full-time employee in the head cook category (1) and the courier category (4) of the food service classification, working seven (7) hours or more per day, an insurance premium subsidy for purchase of the following MESSA PAK. Each employee shall elect either Plan A or Plan B.

Plan A

1. Health – MESSA Choices II with a \$200/\$400 deductible  
\$10/\$20 drug card effective July 1, 2011
2. Dental-Delta Plan E007 (80/80/80;\$1,300)
3. Vision-VSP2 Gold
4. Life-\$20,000 term with AD&D

Starting July 1, 2011 employees to contribute ten percent (10%) per month towards health, dental, vision and life insurance premiums benefits.

The above amounts shall be payroll deducted from the employee's wages.

## Plan B

1. Dental—Delta Dental Plan E007 (80/80/80; \$1,300)
  2. Vision—VSP2
  3. Life—\$25,000 term with AD&D
  4. Cash in the amount of \$189.45/month
- B. Each employee in the food service classification working less than seven (7) hours per day shall, upon proper application and acceptance by the carrier, be entitled to employer-paid premiums for participation in the following programs:
1. Group term life insurance in the amount of \$12,000 with AD&D.
  2. Dental—Delta Dental Plan C03 (50/50/50/\$1,000)
- C. On behalf of each employee in the food service classification, the Board shall make premium payments for short-term disability insurance coverage with the following provisions:

First day accident, 8<sup>th</sup> day illness; 66-2/3 percent of gross pay not to exceed \$1400 per month, and benefit coverage for up to thirteen (13) weeks. On the 91<sup>st</sup> day, long term disability insurance coverage will take effect: 60% of gross pay not to exceed \$3,000 per month.

## Section 5: Section 125 Plan

- A. The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.
- B. It is the responsibility of each eligible employee to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and or claims administration.

- C. Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible employee and insurance carrier, policyholder and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that plan.
- D. It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article and other payments as may be authorized by the Cafeteria Plan during the periods of an employee's eligibility for participation in that Plan and for fringe benefit plan enrollment under this Agreement.
- E. In the event that an employee waives available coverage(s) under the Cafeteria Plan and thereby elects to receive additional compensation under PAK-B, pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403 (b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

Section 6: General Conditions of Fringe Benefits

- A. An employee newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first day of the month following the month work commenced.
- B. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- C. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- D. Any employee newly hired after August 1, 1992, working less than twenty-five (25) hours per week and/or thirty-six (36) weeks per year shall not be entitled to any fringe benefits under Article 10 during his/her first five (5) years of employment. He/she would become eligible on the first open enrollment period after his/her fifth (5<sup>th</sup>) anniversary date.

<b>Article 11 Paid Leaves</b>
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## Section 1: Sick Leave

A. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee. The employee will have ten (10) days from receipt of the written statement in which to bring to the attention of the Employer any alleged error in the stated amount of sick leave credit. In the absence of timely notification by the Employee, the Employer's records shall be considered conclusive.

B. Sick leave shall accrue as follows:

Each employee in the food service classification shall be credited with six (6) sick leave days per year, accumulative to fifteen (15) days. Such days shall be credited at the beginning of the school year.

An employee in the food service classification who has reached the maximum accumulation and who has not utilized his/her allotment of sick days in a given school year shall be paid seventy-five percent (75%) of his/her daily rate for every day in excess of the maximum accumulation of fifteen (15) days.

C. Utilization of sick leave shall be subject to the following conditions:

1. The employee may use all or any portion of his/her sick leave to recover from his/her own illness or disability.
2. The employee may use up to five (5) days per year for the purpose of attending to illness of a spouse, child, parent, mother-in-law, father-in-law, or any minor, legal dependent living in the same household.
3. An employee absent for more than three (3) days or who demonstrates a consistent pattern of abuse may be required to submit a statement from his/her doctor.

- D. Absence due to injury or illness incurred in the course of the employee's employment shall be charged against the employee's sick leave days, provided that the Employer shall pay such employee the difference between his/her normal compensation and benefits received under the Michigan Worker's Compensation Act, deductible from the employee's accumulated sick leave.
- E. If the employee has initiated a claim for Worker's Compensation but the validity of the claim has not been determined or benefits have not commenced, the employee may use sick leave accumulated if the employee is medically unable to report for work. However, if and when Worker's Compensation benefits are received, the employee shall reimburse the school district for any sick leave payments received during the benefit period. Said reimbursement shall be made immediately upon receipt of any Worker's Compensation benefits by the employee. Upon such payment to the District, sick leave so utilized shall be reinstated to the employee's personal sick leave accumulation.

## Section 2: Funeral/Bereavement Leave

- A. The employee shall be granted a maximum of five (5) paid leave days per death in the immediate family. "Immediate Family" shall be defined for purposes of this Section as spouse, child, parent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, and any legal dependents.

Employees using more than three (3) working days of bereavement leave for a death in the immediate family shall, in advance of utilizing such additional days, notify the Employer of the circumstances necessitating the utilization of the maximum five (5) days leave limit for this purpose.

- B. The employee shall be granted one (1) day paid leave per death for other relatives. "Other Relatives" shall be defined for purposes of this Section as aunt, uncle, cousin, nephew, niece, brother-in-law, sister-in-law, or person to whom the employee was engaged to marry.

If the employee has no personal leave days left, he/she may use one (1) paid leave day per year for death of persons living in the same household.

- C. Additional leave may be granted in special cases, such as for travel time, without pay, subject to the approval of the Administration.
- D. Unused funeral/bereavement leave shall not be cumulative.

- E. For a funeral involving a present or former employee, or where the employee serves as a pall bearer, the employee will be allowed up to four (4) hours to attend. The employee in such circumstances will make up lost time with an equal amount of compensatory time. The Employer reserves the right to limit the number of employees absent under this provision on a given day.

### Section 3: Personal Business Leave

- A. At the beginning of every school year, each employee shall be credited with two (2) days of personal business leave.
- B. Personal business leave shall be utilized in accordance with the following conditions:
  - 1. Such days are to be used for conducting business that the employee cannot arrange to conduct other than during work hours;
  - 2. An employee planning to utilize a personal business day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency;
  - 3. Personal business leave shall not be granted on the opening or closing days of school nor on the day prior to or following a holiday or vacation unless an emergency exists and utilization is approved by the employee's immediate supervisor;
  - 4. Personal business leave shall be available for the practice of individual religious preferences;
  - 5. It is recommended that no more than one (1) personal business leave day be used during each six (6) month period, except in cases of emergency;
  - 6. At the end of each contract year all unused personal business leave days shall be credited to the employee's accumulated sick leave; and

7. The Employer reserves the right to limit the number of employees absent under this provision on a given day to no more than twenty percent (20%) in a category provided that the category has five (5) or more members.

#### Section 4: Jury Duty and Subpoenas

Any employee called for jury duty or subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation for such time provided the employee shall remit all witness and juror fees (excluding expenses) to the Employer upon return to work. Subpoenas issued in conjunction with litigation between the Association and the Employer will be exempted from this Section.

#### Section 5: Vacations

- A. Each employee in the courier classification (49–52 weeks) shall earn annual vacation time, with pay, according to the following schedule:

1-4 years of service	— 10 days
5-15 years of service	— 15 days
16 years of service	— 20 days

Each employee shall be credited with the above mentioned vacation on his/her employment anniversary date each year.

- B. If an employee resigns and gives two (2) weeks written notice, the employee shall be given his/her unused vacation credit, not to exceed one (1) year's allowance.
- C. Employees shall be paid their current salary while on vacation and will receive credit for any benefits provided during such time.
- D. All vacations shall be subject to scheduling by the Employer consistent first with the operations of the school district and next with consideration for the seniority and desires of the employee(s) concerned.

Requests from employees shall be granted on a first-come first-served basis. In cases where requests are submitted on the same day, seniority shall be used as the deciding factor.

Section 6: Holidays

- A. Employees will receive their regular daily pay, exclusive of any overtime, additional time, sub pay or other income generated from special circumstances, for days indicated as "paid holidays".
- B. The following holidays shall be considered as "Paid Holidays" for food service employees:
  - Labor Day            1 day
  - Thanksgiving       2 days (day after)
  - Christmas           2 days (day before)
  - New Years           2 days (day before)
  - Good Friday        1 day
  - Memorial Day      1 day
- C. When a holiday is observed by the Employer during an employee's scheduled vacation, the holiday will not be considered as a vacation day.
- D. Good Friday will only be considered a holiday for any employee if school is not in session for students. If school is in session, an alternate holiday will be credited to eligible employees (as defined above).
- E. If a holiday falls on a Saturday or a Sunday, the Friday before or the Monday after shall be observed as the holiday, as determined by the Employer, unless otherwise required by law.
- F. In order to receive holiday pay, an employee must work his/her entire shift on both the last regularly scheduled work day before the holiday and the first regularly scheduled work day after the holiday. The only exception will be illness verified by a doctor's statement.

Section 7:

Any employee who retires and has served in the Harper Creek Community Schools for not less than twenty (20) years shall be eligible for payment of one-half (½) of his/her then current daily rate of pay for each day of accrued, but unused, sick leave to a maximum of one hundred (100) days.

## **Article 12 Unpaid Leaves**

### Section 1: General Conditions

- A. A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. An employee may apply for a one (1) year extension of this leave. During said leave, seniority shall continue to accumulate but salary schedule experience credit shall remain frozen.
- B. The employee shall notify the Superintendent in writing of his/her desire to take leave under this Article. The letter requesting leave shall include the proposed commencement date of the leave and the date of return. Except in the case of an emergency, the employee shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.
- C. Upon expiration of a leave of absence, an employee shall be reinstated to the position from which the leave was taken if it is in existence; or, if not, to a position within his/her classification for which he/she possesses sufficient seniority. Return to an assignment shall be subject to the operation of the reduction in personnel procedures specified in this Agreement.
- D. At least fifteen (15) working days prior to the date a leave is scheduled to expire, the employee shall notify the Employer, in writing, of his/her intent to return to work.

### Section 2: Family Medical Leave

- A. Employees eligible for FMLA must have been employed for at least twelve (12) months and have worked at least 1,250 hours of service during the previous 12-month period. FMLA unpaid leave is to be taken concurrently with paid leaves for serious health conditions, birth of a new born child, or care of a new child, as defined by the FMLA. The employee is entitled to all rights conferred under the Act. Eligible employees are entitled to twelve (12) weeks of unpaid FMLA leave during any 12-month period or 26 weeks under the Inured Service Member provision.
- B. Where an employee's spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period of up to twelve (12) weeks. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence of up to

six (6) months without pay. An employee who is still unable to work may be granted an extension of up to one (1) year by the Board of Education.

- C. An unpaid leave of absence shall be granted to an employee for the purpose of child care, as defined within the Act. Such leave shall be taken within the twelve (12) month period immediately following the birth of adoption of the employee's child. The length of leave under this paragraph shall not exceed twelve (12) weeks, renewable at the discretion of the Board for up to an additional one (1) year period.
- D. An employee adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) weeks after the child arrives in the home. In the case of an adoption or foster care placement, a copy of the order awarding custody to the employee shall be provided to the Administration, if requested, in connection with the employee's application for those purposes.
- E. When leave is taken under this Article to care for an employee's seriously ill spouse, child, or parent, or due to the employee's own serious health condition, the employee will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave.

An employee taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the employee's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at the Board's expense) be obtained. If that opinion differs from that of the employee's health care provider, the health care provider, the employee, and Administration (in consultation with the Association, if requested by the employee) shall mutually designate a third health care provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, employee, and Association. The cost of this examination shall be paid by the Board.

- F. An employee who is disabled may continue in active employment provided he/she continues to perform his/her regular duties satisfactorily.
- G. Upon expiration of a leave of absence under this Section, an employee shall be reinstated to the position from which the leave was taken if it is in existence; or, if not, to a position within his/her classification for which he/she possesses sufficient seniority. Return to an assignment

shall be subject to the operation of the reduction in personnel procedures specified in this Agreement.

- H. The Board and the employee agree to cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of the operations of the District. When leave is foreseeable, the following guidelines shall be required:
1. Requirement Of Notice – In any case in which the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the employer with not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.
  2. Duties Of Employee – In any case in which the necessity for leave is foreseeable based on planned medical treatment, the employee—
    - a. shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
    - b. shall provide the employer with not less than thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.



3. Notice For Leave Due To Active Duty Of Family Member – In any case in which the necessity for leave under subsection is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.

I. The Board of Education will continue premium payments for health care benefits for an employee who has been granted an unpaid leave under this Section. If the employee fails to return from a leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control), the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee with any deficiency to be remitted by the employee to the Board in accordance with the applicable state law.

An employee eligible for twelve (12) weeks of leave under the Family Medical Leave Act may choose to use or be required, by the District, to use accrued paid time, such as sick leave, vacation days or personal days, for all or part of the twelve (12) week leave.

J. Injured Service Member Leave. FMLA eligible employees may take leave up to twenty-six (26) weeks of FMLA leave to care for a parent, child, spouse, or next of kin, the employee must be the nearest blood relative of the injured service member. This leave is only available in a single twelve (12) month period.

K. Qualifying Exigency Leave. FMLA eligible employees may take leave of up to twelve (12) weeks for qualifying exigencies arising out of the employee's parent, child, or spouse being on active duty of being called to active duty. This type of leave is included as part of the twelve (12) weeks of FMLA leave available to eligible employees.

## **Article 13 Continuing Education**

### Section 1:

An employee who is required to take specific high school or post-secondary courses by the Administration shall be fully reimbursed for cost of tuition, books and mileage costs incurred.

### Section 2:

An employee participating in an Adult Education Program or earning high school level or college level credits shall be eligible to receive reimbursement from the Employer for full tuition, cost of books and other required materials if given prior approval by the Central Administration Office and upon submission of written notice of course completion with a passing grade of "C" or above. It is understood that reimbursement will only be made for courses which:

1. Maintain or improve skills required in the employee's current employment, or
2. Meet the requirements imposed by statute, administrative regulation and/or this Agreement for the employee's retention of a position in his/her seniority classification.

### Section 3:

An employee shall be eligible for registration costs, travel expenses and full pay to attend seminars which are related to employment within the School District, if given prior approval by the Central Administration Office. An employee shall be eligible for mileage reimbursement when travel is requested by the Administration.

## **Article 14 School Closing**

### Section 1:

When the Employer determines to close school(s), reasonable effort shall be made to make such public announcements prior to 6:30 a.m.

### Section 2:

When students are sent home early because of inclement weather or other emergency, food service personnel shall receive their regular rate of pay for the day. Food service personnel will perform all necessary cleaning and storage of food items prior to being dismissed.

If the District must reschedule those days, the affected employees will work with no additional compensation.

### Section 3:

- A. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days of student instruction as prescribed by Michigan law.
- B. "School year" employees who are not required to work on such days shall be excused from reporting and shall be paid at their regular daily rate of pay for the first two (2) such days. However, "school year" employees shall work on any rescheduled days of student instruction in excess of two (2) days and shall be paid only when the days are made up.
- C. "Full year" employees are required to report to work as regularly scheduled on such days unless otherwise excused by the immediate supervisor.
- D. The parties agree that this contract provision has been negotiated to comply with the provisions of the State Aid Act and to ensure that the District will incur no loss of State Aid. Further, the parties recognize the school district's obligation to comply with any requirement set forth by the State Board of Education respecting the number of "student instruction" days, as defined by that agency. In addition to any requirement of the State Aid Act to receive full State Aid, the parties agree to reschedule lost days of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days mandated by the Michigan Department of Education or otherwise by law.

### Section 4:

Employees within the food service classification shall cooperate in establishing a fan-out system as follows:

- A. The Superintendent shall telephone a person in the food service classification (designated by the Association) by 6 a.m. to advise him/her of the delay.
- B. That designated person shall then initiate a telephone fan-out system which shall notify all employees in the food service classification of the cancellation.
- C. If notice is not given as specified in paragraph A above, the affected employees in the food service classification who report shall be assigned to work an amount of time equal to one-half (½) of their regularly scheduled shift for that day.

## **Article 15 Resignation**

### Section 1:

An employee desiring to resign shall submit a resignation, in writing, to the Administration Office at least fifteen (15) working days prior to the effective date of the resignation unless new employment requirements prohibit. In such case, the employee shall submit the resignation at least ten (10) working days prior to the effective date of the resignation.

### Section 2:

Any employee who discontinues his/her services, in accordance with Section 1 above, does not forfeit his/her right to all severance payments required by this Agreement.

## **Article 16 General Provisions**

If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

## **Article 17 Communications**

### Section 1:

Representatives of the Employer and the Association, by mutual agreement, may meet on one (1) work day each month for the purpose of reviewing the Administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure or to be negotiations. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss.

Section 2:

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Association.

<b>Article 18 Work Rules</b>
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Section 1:

The Employer retains the right to promulgate and uniformly enforce work rules that do not conflict with the express terms of this Agreement.

Section 2:

New work rules shall be given to the Association's president at least thirty (30) calendar days prior to the effective date of the work rule being established. Within said thirty (30) calendar days, the Association may request a meeting with the Employer for the purpose of discussing the work rule(s). Copies of work rules in effect shall be given to all new employees upon employment.

Section 3:

All work rules shall be posted. Upon the execution of this Agreement, all employees shall be given a copy of existing work rules.

## **Article 19 Bargaining Unit Work**

### Section 1: Student Part-Time Work

The Employer shall have the right to use students for performance of minor tasks and for assisting employees when special needs arise, such as student disciplinary action. The Association will be notified of such student work, and the work shall not deprive employees of extra work. Nothing in this provision shall limit the Employer's ability to continue the use of students or other school-age persons in connection with summer programs (e.g. STPA/Youth Corps) consistent with the past utilization of such individuals.

### Section 2:

Supervisory employees shall not be permitted to perform work within the bargaining unit except in case of an emergency arising out of an unforeseen circumstance which calls for immediate attention, or for instruction or training of employees, including demonstrating the proper method of accomplishing the task assigned.

### Section 3:

The Employer shall be allowed to secure the services, as needed, of a temporary employee for the purpose of replacing an employee on sick leave, leave of absence, or vacation. A temporary employee shall be paid at a rate to be determined by the Administration, but the rate shall not exceed that of the employee being replaced. A temporary employee shall accrue no rights under this Agreement.

### Section 4:

The Employer shall have the right to create part-time bargaining unit positions in all classifications and categories under the following conditions:

1. A part-time employee hired after August 1, 1992, working less than twenty-five (25) hours per week and/or thirty-six (36) weeks per year shall not be entitled to any fringe benefits under Article 10 during his/her first five (5) years of employment. He/she would become eligible on the first open enrollment period after his/her fifth (5th) anniversary date.
2. A part-time employee is not eligible for overtime work unless it has been refused by all full-time employees in the same category.
3. When the District hires a part-time employee, he/she must be hired for at least eight (8) weeks during a fiscal year.

4. The District shall not decrease the number of current full-time employees due to hiring of part-time employees.

**Article 20. Duration of Agreement**

This Agreement shall be effective upon ratification and shall continue in effect, expiring at the end of the 30<sup>th</sup> day of June 2012. It shall not be extended orally and it is expressly understood that it will expire on the date indicated.

Harper Creek Educational Support  
Personnel Association, MEA/NEA  
Food Service

Harper Creek Community Schools  
Board of Education

\_\_\_\_\_  
President, Deborah Dykens

\_\_\_\_\_  
Secretary, Gary Lincoln

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Negotiator, Tara Wilbur  
MEA UniServ Director

\_\_\_\_\_  
Superintendent, John Severson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



<b>Schedule A Work Schedules</b>
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A. Regular Hours      Hours/Day

Head Cook	8
Helpers	Not less than 6.5

Specific hours in excess of the above, if any, shall be shown on any job posting.

B. Banquets: For high school sports' banquets or any banquets that require food preparation, the number of cooks working will be as follows:

1-45	plates served – not less than one (1) cook
46-90	plates served – not less than two (2) cooks
91-150	plates served – not less than three (3) cooks

When said banquets include the serving of guests at their tables, the number of cooks needed to work will be as follows:

1-45	guests - not less than two (2) cooks
46-90	guests - not less than three (3) cooks
91-120	guests - not less than four (4) cooks
121-up	guests - not less than five (5) cooks

Exceptions to the above, based upon usual circumstances, shall be discussed and mutually agreed upon.

C. Call Time/Overtime: An employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the overtime rate. If the call time work assignment and the employee's shift overlap, the employee shall be paid the call time rate until the completion of the two (2) hours of work. The employee shall then be paid for the balance of the regular work shift at the appropriate rate.

Overtime for over two (2) hours shall have a paid fifteen (15) minute break period.

Employees working overtime may take an unpaid meal period of up to thirty (30) minutes during four (4) hours or more of overtime work.

D. Meal Periods: All kitchen employees shall be granted a paid rest period which they may also use for the purpose of eating their lunch, as established by the schedule set forth below:

7 hours-8 hours 30 minutes  
5 hours-6 hours 20 minutes  
less than 5 hours 10 minutes

**Schedule B Compensation**

Section 1: Categories

- Category 1: Head Cook
- Category 2: Cook's Helper
- Category 3: Courier

Section 2: Wage Schedules

	<b>Category 1 2010-2011</b>	<b>Category 1 2011-2012</b>
Probation	\$10.15	\$10.15
1	\$10.93	\$10.93
2	\$11.08	\$11.08
3	\$11.34	\$11.34
4	\$12.31	\$12.31

	<b>Category 2 2010-2011</b>	<b>Category 2 2011-2012</b>
Probation	\$ 8.49	\$ 8.66
1	\$ 9.05	\$ 9.23
2	\$10.01	\$10.21
3	\$10.66	\$10.87
4	\$11.28	\$11.51

	<b>Category 3 2010-2011</b>	<b>Category 3 2011-2012</b>
Probation	\$ 9.76	\$ 9.96
1	\$10.08	\$10.28
2	\$10.29	\$10.50
3	\$10.55	\$10.76
4	\$11.37	\$11.60

The Courier and Cooks Helpers will receive upon ratification a \$335 signing bonus.

Section 3: Payout language

All employees shall be paid at the end of the school year for each year of this Agreement the following:

<u>Years</u>	<u>Payout</u>
5-9	\$ 250.00
10-15	\$ 500.00
16-20	\$1,000.00
21 +	\$1,500.00

Section 4: Miscellaneous—All Employees

A. Increments

1. Any employee first hired before December 31 of any year shall receive an increment raise the following July 1. Any employee first hired on or after December 31 but before July 1 shall not receive an increment raise (except as provided below) on the following July 1 but shall instead receive an increment raise on the July 1 immediately following the employee's completion of twelve (12) months of service.
2. After completion of the probationary period (as identified in Article 8 of this Agreement) an employee shall be placed on Step 1 of the salary schedule for his/her respective category. However, the employee's original date of hire shall cover eligibility for subsequent increment advancement as outlined in 1. above.

B. When any position not listed in the above wage schedules is established by the Employer, the Employer may designate and implement a job classification/category and a rate structure for the position. If the Association disagrees with the rate structure, the rate shall be subject to negotiation.

C. School year employees will be reimbursed up to fifty dollars (\$50) a school year, and year round employees and employees working the food service summer program will receive up to fifty dollars (\$50) each semester for the purchase of their required uniform. Employees will submit receipt(s) to the business office to receive the reimbursement in the paycheck following the pay period in which the receipt was received.

# ***M*ASTER *A*GREEMENT**

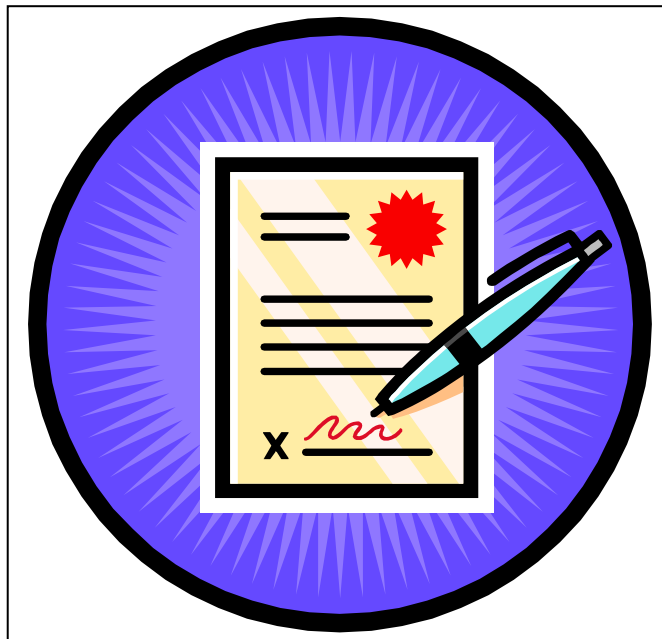
*between the*

**HARPER CREEK BOARD OF EDUCATION**

*and the*

**HARPER CREEK EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION, MEA-NEA**

***Secretarial, Clerical & Office Personnel***



**June 30, 2010 – June 30, 2013**

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## **Agreement**

This Agreement is made as of the date hereinafter set forth by and between the Harper Creek Community School District, Calhoun County, Michigan, hereinafter called the "Employer," and the Harper Creek Educational Support Personnel Association, MEA/NEA, hereinafter called the "Association."

## **Article 1 Recognition**

### Section 1:

The Employer hereby recognizes the Association as the sole and exclusive collective bargaining representative for all secretarial, clerical, office personnel, excluding: supervisors, Secretary to the Special Education Director, substitute employees, temporary employees (as defined in Article 19) and all others.

### Section 2:

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

## **Article 2 Employee Rights**

### Section 1:

No seniority employee shall be disciplined, which shall include written reprimands, suspensions, demotions, and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.

### Section 2:

- A. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Employer agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or



conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights and responsibilities he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3:

Upon request, an employee shall be entitled to have present a representative of the Association when disciplinary action is taken which may adversely affect the employee's work record. Should disciplinary action likely occur at a given meeting, the employee shall be advised of said possibility. Where a disciplinary penalty requires the employee to immediately leave school district property (i.e. suspension or discharge), the employee shall be allowed to discuss the disciplinary measure with an Association representative before leaving the premises. The employer shall make available an area where this may occur.

Section 4:

Written and signed complaints against an employee shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Disciplinary material will be purged from the employee's personnel file if a three (3) year period elapses without another related disciplinary incident.

Section 5:

Any case of assault upon an employee shall be promptly reported to the employee's immediate supervisor. The Employer will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

Section 6:

An employee will have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review.

**Article 3 Association Rights**

Section 1: School Mail

The Association shall have the right of access to the school mails to distribute Association material to members of the bargaining unit. Should the Board determine that a deviation from established conditions is necessary, it shall notify the Association of any alterations prior to implementing them.

Section 2: Use of Facilities

The Association shall have the right to use school facilities for meetings and school equipment, including typewriters, copying machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such and shall be responsible for proper operation of all such equipment. The Association shall be liable for any damage to equipment or facilities occasioned by its use of same. Prior to use of school facilities, the Association shall complete and submit a Building Use Form.

### Section 3: Association Representatives

Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operation. The local representative shall be the Association President or his/her designee.

The Association shall inform the Employer, in writing, the identity of Association Representatives having the authority to represent the Association and its members for purposes of grievance handling and disciplinary matters. Any grievance handling shall occur outside of normal working hours unless otherwise agreed to by the Employer.

### Section 4:

- A. Each employee shall, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, which ever is later, join the Association, or pay a service fee determined by the Association. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. The procedure for involuntary deduction shall be as follows:
1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  2. If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section 4, A, above.

3. The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association employees. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
  - C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

#### Section 5: Dues Check-off

- A. The deduction of dues and service charges shall be made from a regular paycheck each month, September through June. The Employer agrees to remit to the Association all moneys so deducted, accompanied by a list of employees from whom deductions have been made, within the month following the month of deduction. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Employer.
- B. The Employer further agrees to deduct from each employee's pay, upon proper written authorization, amounts for insurance, United Way, 403b deductions and credit unions.

Section 6: Request for Information

The parties agree to furnish one another with information required to be made available by law in order to facilitate contract administration and negotiations.

Section 7: Release Time

The Employer shall permit up to six (6) working days per school year of released time for the handling of the Association business, meetings and conferences. Two (2) additional days will be granted with the Association reimbursing the District for substitute costs. All days to be used must be submitted in writing to the Superintendent at least forty-eight (48) hours prior to the leave. These days shall not be utilized during examination periods, parent/teacher conferences or on a working day immediately preceding or immediately following a school holiday or school vacation.

Section 8:

In the event of any legal action against the Board, individually or jointly, brought in a court or administrative agency because of compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association's intervention as a party if it so desires; and
2. The Board agrees to give reasonable assistance to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that, in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Section 4 of this Article 3.

The Association shall have the right to negotiate a settlement with any employee whose wages have been subject to involuntary deduction under this Article.

**Article 4 Management Rights**

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration, not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment, the operations and to direct the working forces and affairs of the School District;
2. Continue its rights and past practice of assignment and the direction of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees, determine the size of the work force and to lay off employees;
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
5. Adopt reasonable rules and regulations;
6. Determine the qualifications of employees, including physical conditions;
7. Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

8. Determine the placement of operations, productions, services, maintenance or distribution of work, 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 management organization, its functions, authority, amount of supervision and table of organization provided that the District shall not abridge any rights of employees as specifically provided in the Agreement; and
11. Determine the policy affecting the selection, testing or training of employees.

The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

## **Article 5 Grievance Procedures**

### Section 1: Definition

A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any expressed provision of this Agreement may be processed as a grievance as hereinafter provided.

### Section 2: Hearing Levels

#### Informal Level:

When a cause for complaint occurs, the affected employee(s) shall request a meeting with his/her immediate supervisor within ten (10) days after the event prompting the complaint or within ten (10) days after the employee should reasonably have had knowledge of the occurrence of the event upon which the grievance is based in an effort to resolve the complaint. The Association may be notified and a representative thereof

present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

#### Formal Level 1:

If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the informal meeting between the supervisor and the affected employee(s). A formal grievance must contain:

1. A synopsis of the facts giving rise to the alleged contract violation;
2. A listing of the contract provisions allegedly violated;
3. The date of the alleged violation;
4. A specification of the relief requested; and
5. The signature of the grievant.

A copy of the grievance shall be sent to the Association and the immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

#### Formal Level 2:

If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee within five (5) days. Within seven (7) days of receipt after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance. The Superintendent or designee shall render a written decision thereon with copies to the Association and the grievant(s).

#### Formal Level 3:

If the Association is not satisfied with the disposition of the grievance at Level 2 by the Superintendent or designee, or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator within twenty (20)



days of receipt of the disposition. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and Employer.

- A. The arbitrator shall have no power to rule on any of the following:
1. The termination of services of or failure to re-employ any probationary employee;
  2. Any claim or claimant for which there is another remedial procedure or forum established by law or by regulation having the force of law (to include MERC, MDCR, EEOC, OSHA and Workers' Compensation); and
  3. Any matter involving employee evaluation content. However, matters involving alleged violations of evaluation procedure shall be subject to arbitration.

B. Claim for Back Pay

The District shall not be required to pay back wages more than six (6) months prior to the date a written grievance is filed.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less one-half (1/2) of any compensation that he/she may have received from any source during the period of the back pay.

Section 3: Miscellaneous Conditions

- A. The term "days" when used in this Article shall mean work days of the grievant. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- B. Grievances filed as "Association" grievances may, by mutual consent, be initiated at Formal Level 2 of the grievance procedure.

- C. Grievance processing will occur outside of normal working time except when the Employer consents otherwise.
- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

**Article 6 Vacancies, Transfers, and Promotions**

Section 1:

A vacancy shall be defined as a newly created bargaining unit position or a present position in the bargaining unit that is not filled but that the Employer intends to fill.

Section 2:

All vacancies shall be posted at the designated place in each building of the District for a period of five (5) work days. The Association president shall receive two (2) copies. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification and Category
7. Position Qualifications

An interested employee may apply in writing to the Superintendent, or designee, within the five (5) day posting period. The Employer shall notify a school year employee of vacancies occurring during the summer months (June, July and August) by sending notice of same to each interested employee using an employee-furnished stamped envelope. The Employer agrees to notify the Association President in writing of any vacancies occurring during the summer months.

Section 3: Trial Period

1. An employee who is awarded a job under Section 4 or Section 6 below shall be offered a ten (10) working day trial period. During this trial period the employee shall have the opportunity to revert back to his/her former assignment. The Employer shall be entitled during this interval to fill the transferring employee's former assignment with a temporary employee.
2. If the employee is determined to be unsatisfactory by the Employer during this trial period, notice shall be submitted to the employee. Any decision by the Employer to return an employee to his/her original assignment before or at the conclusion of the ten (10) working day trial period shall not be arbitrable.

#### Section 4:

The Employer agrees to fill vacancies with the most qualified applicants. If, in the Employer's judgment, applicants are equally qualified, seniority, first within the vacant job category and then second within the vacant job classification, shall be the determining factor. An employee who is awarded a job under the provisions of this Section shall be subject to a trial period according to Section 3 above. During the trial period, an employee shall receive the rate of pay for the job he/she is performing.

#### Section 5:

Within fifteen (15) work days after the expiration of the posting period, the Employer shall award the position to the applicant who has been selected to fill the posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

#### Section 6:

An employee shall retain wage scale experience credit when transferred within the job classifications covered by this Agreement.

When an employee vacates a position and accepts a higher paying position in a different classification, he/she shall continue to receive the same hourly wage of the vacated position during the trial period of Section 3. above. Beginning with the eleventh (11th) working day in the

new position the member shall be assigned to a step placement which shall not cause the member's hourly wage to be decreased.

When an employee maintains a position and accepts an additional position in a new classification, he/she shall be placed on step one (1) of that position's wage schedule.

Section 7:

If an employee is absent for a period exceeding 365 consecutive calendar days, his/her assignment shall be considered a vacancy which will be posted and awarded utilizing the procedures specified in this Article. An employee returning to work whose position has been declared vacant according to this paragraph shall be permitted to bump the employee having the least seniority in the category of the returning employee. An employee shall notify the Employer, pursuant to Article 12, Section 1. E., of the intent to return to work.

Section 8:

In the event it becomes necessary to make an involuntary transfer in any category, the employee with the least seniority in that category shall be transferred unless a more senior employee volunteers to be transferred.

Section 9:

If an employee is transferred to a non-bargaining unit position with the school district for a period of up to six (6) months, and is thereafter transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the non-unit position to which he/she was transferred. An employee transferred under the above circumstances shall retain seniority rights, as described above, for only the six (6) month period.

**Article 7 Work Schedule, Duties, and Compensation**

Section 1: Work Schedule

- A. The work schedule of each category covered by this Agreement shall be as set forth in Schedule A of this Agreement. Nothing therein shall be regarded as a guarantee of any number of hours of work per day or per week except with regard to the provisions of

Schedule A pertaining to the secretarial/clerical/office personnel classification.

- B. Nothing shall prevent an employee and his/her immediate supervisor from mutually agreeing to alter the employee's normal work schedule through the use of compensatory time. If mutual agreement is reached to use compensatory time for this purpose, it shall not obligate the Administration to payment of overtime when the compensatory time is worked.

### Section 2: Compensation

Compensation for categories covered by this Agreement shall be as set forth in Schedule B.

### Section 3: Overtime Compensation

- A. Time and one-half shall be paid for all hours over forty (40) hours in one week, and all hours in excess of eight (8) hours in one day. This shall not be interpreted to require double payment of overtime.
- B. Time and one-half shall be paid for all hours worked on Saturdays. Double time shall be paid for all hours worked on Sundays and holidays. These sums shall be in addition to holiday pay if the employee is entitled to holiday pay for that day.
- C. Compensatory time may be given if mutually agreeable to the Employer and the employee. Such compensation shall be time and one-half for all hours over forty (40) per week and shall not accumulate beyond two hundred forty (240) hours.

### Section 4:

An employee shall work overtime on the following basis:

- A. Overtime will be assigned in advance by the Employer.
- B. Overtime shall first be rotated among employees within the same category and the same school building.
- C. If the overtime assignment is not filled as specified in paragraph B. of this Section, the overtime will next be offered to the most

senior employee within the same job category but having a different building of regular assignment. In order to be eligible for overtime opportunities under this provision, the employee shall give written notification to his/her supervisor not later than September 1 of any school year or on the completion date of his/her probationary period if hired after the beginning of the school year.

- D. If the overtime work is not assigned pursuant to operation of paragraphs B. and C. of this Section, the Employer shall have the option to require the employee(s) having the least seniority in the affected category to perform the required overtime work.

#### Section 5: Job Descriptions

Written job descriptions and job titles shall be provided by the Employer for each bargaining unit position. The Association shall be consulted relative to such job descriptions. Job descriptions shall minimally include qualification for appointment, types of services to be performed, and a listing of basic performance expectations.

#### Section 6:

An employee required to work in a higher paid job category shall be paid the rate of the job he/she is performing. If required to work in a lower paid job, the employee shall be paid at his/her regular rate of pay.

<b>Article 8 Seniority</b>
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#### Section 1: Probationary Period

A new employee hired into the bargaining unit shall undergo a probationary period of ninety (90) days worked. Upon completion of this probationary period, the employee shall obtain seniority status and his/her name shall be entered upon the seniority list retroactive to the first date of probationary service.

- A. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period, except that the termination or evaluation of a probationary employee shall not be subject to the grievance procedure.
- B. Leave day credit and vacation time credit shall accrue during the probationary period. If a paid holiday falls within a probationary

period, the employee shall be paid for such holiday as per the Master Agreement.

C. There shall be no seniority among probationary employees.

### Section 2: Seniority Defined

Seniority shall be defined as length of service within a category and classification included in this bargaining unit. Accumulation of seniority shall begin on the employee's first working day as described in Section 1 above. In the event two (2) or more employees begin work on the same day, the date of the job application from which they were hired shall determine position on the seniority list. In the case of job applications filed on the same date, position on the list shall be determined by lot.

### Section 3: Seniority Lists

The Employer shall prepare and maintain seniority lists as defined in this Article. The seniority lists shall be provided annually to the Association by November 1. The Association shall notify the Employer of any errors within fifteen (15) days after receipt of the seniority lists. In the absence of a timely objection, the Employer's seniority lists will be considered conclusive. The seniority lists shall reflect the following classifications and categories:

Category 0— Bookkeeper

Category 1 — Executive Secretaries

Category 2— Administrative Secretaries

### Section 4: Loss of Seniority

Seniority shall be lost if the employee:

1. Voluntarily quits;
2. Is discharged and the discharge is not reversed through the grievance procedures set forth in this Agreement;
3. Is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such

absence, the Employer shall send the employee written notification, at the last known address, that the employee has lost seniority and has been terminated. A copy of such notice will be provided to the Association;

4. Does not return to work when recalled from layoff, as set forth in the recall procedure;
5. Does not return from sick leave or other leave of absence;
6. Retires;
7. Otherwise terminates his/her employment relationship with the Employer; or
8. Is laid off and is not recalled to work within two (2) years from the time of layoff.



## **Article 9 Reduction in Work Force**

### Section 1: Authority

In the event the Board of Education determines to reduce staff, the procedures outlined in this Article shall be followed.

### Section 2: Notification of Layoff

No employee shall be laid off pursuant to a reduction in the work force unless the employee is notified of said layoff thirty (30) calendar days specified below prior to the effective date of the layoff:

### Section 3: Order of Reduction/Bumping

In the event of a necessary reduction in a job category, the Employer shall first lay off probationary employees within that category provided there are senior employees remaining within the category who are available and can perform the required work. Next, the least senior employee within the job category affected by the reduction shall be laid off. In no case shall a new employee be hired in a job category while there are laid off employees in that category who are qualified and available for the vacant or newly created position.

An employee whose position has been eliminated due to reduction of work force or who has been affected by a layoff/elimination of position may bump the least senior employee in another category provided all of the following conditions are satisfied:

1. There is no "bump" possible within the current assignment job category of the employee affected by the reduction in force,
2. The "bumping" employee is qualified and able to perform all duties of the least senior employee in the different category whom the "bumping" employee is displacing, and
3. The "bumping" employee possesses sufficient seniority in the different job category into which placement is desired. The bump is exercised upon the least senior employee in the different job category.

When an employee affected by reduction in force is not able to exercise a bump within his/her current job category or into a different job category for which he/she possesses sufficient seniority (as described above),

he/she shall be placed on layoff status with recall rights as described in this Article.

#### Section 4: Recall

##### A. Recall to Same Category.

1. Laid off employees possessing seniority within a category shall be recalled in order of seniority, with the most senior laid off employee being recalled first to an open position within that category. The Employer shall not be required to post such openings as vacancies under Article 6 of this Agreement.
2. Notices of recall shall be sent by certified or registered mail to the last known address shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work.
3. A recalled employee shall be given five (5) work days from receipt of notice to notify the Employer of the date that he/she will be returning to work. Said return date must be within fifteen (15) work days of the receipt of the notice. The Employer may fill the open position on a temporary basis until the recalled employee reports to work.
4. An employee recalled to a position of an equivalent number of hours, in a category where the employee is qualified and possesses sufficient seniority, is obligated to take said work at the step of the employees previous category. An employee who declines recall to work shall forfeit his/her seniority rights and shall be considered a quit.
5. An employee on layoff status shall accrue seniority but no advancement of salary steps during the period of layoff in the category from which the employee was laid off. Upon recall the employee shall continue to accrue seniority only in the category of his/her assignment.

##### B. Placement Outside Seniority Category or Classification.

A laid off employee shall be eligible for assignment to a different job category or classification within the bargaining unit where he/she does not possess seniority if all of the following conditions are met:

1. A "vacancy" as defined in this Agreement exists and there are no employees on layoff status within the category of that vacancy.
2. The employee from the different category or classification meets the posted position requirements necessary to qualify for the vacancy. In the event more than one employee from a different classification and/or category applies for a vacancy under this provision, the Employer shall determine which person is best qualified for the position and shall award the assignment on that basis. Such determination by the Employer shall not be subject to the grievance procedure.
3. Failure to apply for and/or qualify for a vacancy in another classification or category shall not relinquish a laid off employee's right to recall in his/her own previous seniority category.
4. The Employer shall have the right to award the job first to a qualified employee within the same job category (either currently employed or on layoff status) before determining to offer any employment opportunities to employees in a different job category and/or classification. However, laid off employees in different categories and/or classifications who meet the posted job requirements shall have priority over currently employed employees seeking transfer to a different classification and/or category, irrespective of seniority.
5. An employee who is awarded a job under the provisions of this Section shall be subject to a trial period pursuant to Article 6, Section 3. If the employee is determined to be unsatisfactory by the Employer during this trial period, the employee shall be returned to lay off status without prejudice to his/her right to recall to his/her original seniority category when a vacancy for recall purposes occurs.

#### Section 5: Recall Notices

It is the employee's responsibility to keep the business office informed of the employee's current telephone number and address or of any change in phone number and/or address within three (3) working days of such change. In the event an employee fails to comply with this procedure, the Employer shall not be obligated to recall the employee until such time as

correct information is submitted. Further, the employer shall be held harmless for any time, wages or recall opportunities lost as a result of such failure by the employee.

Section 6:

Any employee laid off pursuant to this Article may, upon application and at his/her option and expense, continue to receive insurance protection, as outlined in this Agreement, under the provisions of COBRA. Such continuation of insurance benefits shall be contingent on prior payment by the employee of the applicable policy premiums and is further subject to rules and conditions established by the carrier and/or the policyholder.

Section 7:

A laid off employee shall, upon application, and at his/her option be granted priority status on the substitute list for the category from which he/she was laid off. An employee serving as a substitute in this capacity shall be paid at the first step of the position in which substituting.

<b>Article 10 Fringe Benefits</b>
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Section 1: Secretarial/Clerical/Office Personnel

**2011-2012**

- Priority Health one hundred percent (100%) Coverage In-Network/eighty percent (80%) coverage Out-of-Network
- Health Savings POS Plan with \$1500 Single/\$3000 Family fully paid & loaded at implementation
- One hundred percent (100%) Rx after deductible has been met
- \$0 employee contribution
- Dental, Vision, and Life /AD&D at current parameters. Vendor selected by District.

**2012-2013**

- Priority Health one hundred percent (100%) Coverage In-Network/80% coverage Out-of-Network
- Health Savings POS Plan with \$1500 Single/\$3000 Family fully paid and loaded.

- One hundred percent (100%) Rx after deductible has been met
- \$25 employee contribution
- Dental, Vision, and Life /AD&D at current parameters. Vendor selected by District.
- District will be responsible for all increases in total benefit monthly premium costs up to six percent (6%), employee are responsible for the costs from six percent to ten percent (6% to 10%) (in addition to the \$25). Increases over the ten percent (10%) level will be shared equally. The parties agree to unconditionally reopen negotiations concerning health insurance only, if the health insurance rate increases more than ten percent (10%).

### Section 2: Secretarial/Clerical/Office Personnel—Part-time

A part-time secretarial/clerical/office personnel employee (an employee who does not work an eight [8] hour day) shall not be eligible for fringe benefits unless he/she works fifteen (15) hours per week. An employee working fifteen (15) hours or more per week (but less than forty [40] hours) shall receive MESSA PAK Plan B as described above. If the employee elects Plan A, he/she shall be responsible for payment of the premium differential between Plan A and Plan B.

### Section 3: Section 125 Plan

- A. The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.
- B. It is the responsibility of each eligible employee to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and or claims administration.
- C. Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible employee and insurance carrier, policyholder and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that plan.

- D. It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article and other payments as may be authorized by the Cafeteria Plan during the periods of an employee's eligibility for participation in that Plan and for fringe benefit plan enrollment under this Agreement.
- E. In the event that an employee waives available coverage(s) under the Cafeteria Plan and thereby elects to receive additional compensation under PAK-B, pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403 (b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

#### Section 4: General Conditions of Fringe Benefits

- A. An employee newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first day of the month following the month work commenced.
- B. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- C. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

- D. Any employee newly hired working less than twenty-five (25) hours per week and/or thirty-six (36) weeks per year shall not be entitled to any fringe benefits under Article 10 during his/her first five (5) years of employment. He/she would become eligible on the first open enrollment period after his/her fifth (5<sup>th</sup>) anniversary date.

<b>Article 11 Paid Leaves</b>
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Section 1: Sick Leave

- A. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee. The employee will have ten (10) days from receipt of the written statement in which to bring to the attention of the Employer any alleged error in the stated amount of sick leave credit. In the absence of timely notification by the Employee, the Employer's records shall be considered conclusive.

- B. Sick leave shall accrue as follows:

Secretarial/clerical/office personnel shall be credited with sick leave allowance as follows: Each ten (10) month (42-43 weeks) employee shall receive ten (10) days per year sick leave, each eleven (11) month (44-48 weeks) employee shall receive eleven (11) sick days per year, and each twelve (12) month (49-52 weeks) employee shall receive twelve (12) sick days per year. Said sick leave shall be cumulative to one hundred fifty (150) days. Each secretarial/clerical employee who has accumulated sick days in excess of one hundred fifty (150) (prior to July 1, 1986) shall have such days frozen. However, each such person shall continue to receive the yearly allotment of sick leave prior to the accumulation being reduced.

- C. Utilization of sick leave shall be subject to the following conditions:
1. The employee may use all or any portion of his/her sick leave to recover from his/her own illness or disability.
  2. The employee may use up to five (5) days per year for the purpose of attending to the illness of a spouse, child, parent, mother-in-law, father-in-law, or any minor, legal dependent living in the same household.

3. An employee absent for more than two (2) days or who demonstrates a consistent pattern of abuse may be required to submit a statement from his/her doctor.
- D. Absence due to injury or illness incurred in the course of the employee's employment shall be charged against the employee's sick leave days, provided that the Employer shall pay such employee the difference between his/her normal compensation and benefits received under the Michigan Worker's Compensation Act, deductible from the employee's accumulated sick leave.
  - E. If the employee has initiated a claim for Worker's Compensation but the validity of the claim has not been determined or benefits have not commenced, the employee may use sick leave accumulated if the employee is medically unable to report for work. However, if and when Worker's Compensation benefits are received, the employee shall reimburse the school district for any sick leave payments received during the benefit period. Said reimbursement shall be made immediately upon receipt of any Worker's Compensation benefits by the employee. Upon such payment to the District, sick leave so utilized shall be reinstated to the employee's personal sick leave accumulation.
  - F. Each employee in the secretarial/clerical/office personnel classification who works six (6) or more hours per day will have one (1) hour per month which may be used for doctor or dental appointments which cannot otherwise be scheduled. This time is to be utilized for doctor and dental appointments concerning the employee only and will not be charged to sick leave or personal leave.



## Section 2: Funeral/Bereavement Leave

- A. The employee shall be granted a maximum of five (5) paid leave days per death in the immediate family. "Immediate Family" shall be defined for purposes of this Section as spouse, child, parent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, and any legal dependents.

Employees using more than three (3) working days of bereavement leave for a death in the immediate family shall, in advance of utilizing such additional days, notify the Employer of the circumstances necessitating the utilization of the maximum five (5) days leave limit for this purpose.

- B. The employee shall be granted one (1) day paid leave per death for other relatives. "Other Relatives" shall be defined for purposes of this Section as aunt, uncle, cousin, nephew, niece, brother-in-law, sister-in-law, or person to whom the employee was engaged to marry.

If the employee has no personal leave days left, he/she may use one (1) paid leave day per year for death of persons living in the same household.

- C. Additional leave may be granted in special cases, such as for travel time, without pay, subject to the approval of the Administration.
- D. Unused funeral/bereavement leave shall not be cumulative.
- E. For a funeral involving a present or former employee, or where the employee serves as a pall bearer, the employee will be allowed up to four (4) hours to attend. The employee in such circumstances will make up lost time with an equal amount of compensatory time. The Employer reserves the right to limit the number of employees absent under this provision on a given day.

## Section 3: Personal Business Leave

- A. At the beginning of every school year, each employee shall be credited with two (2) personal business leave days.
- B. Personal business leave shall be utilized in accordance with the following conditions:

1. Such days are to be used for conducting business that the employee cannot arrange to conduct other than during work hours.
2. An employee planning to utilize a personal business day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency.
3. Personal business leave shall not be granted on the opening or closing days of school nor on the day prior to or following a holiday or vacation unless an emergency exists and utilization is approved by the employee's immediate supervisor.
4. Personal business leave shall be available for the practice of individual religious preferences.
5. It is recommended that no more than one (1) personal business leave day be used during each six (6) month period, except in cases of emergency.
6. At the end of each contract year all unused personal business leave days shall be credited to the employee's accumulated sick leave.
7. The Employer reserves the right to limit the number of employees absent under this provision on a given day to no more than twenty percent (20%) in a category provided that the category has five (5) or more members.

Section 4: Jury Duty and Subpoenas

Any employee called for jury duty or subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation for such time provided the employee shall remit all witness and juror fees (excluding expenses) to the Employer upon return to work. Subpoenas issued in conjunction with litigation between the Association and the Employer will be exempted from this Section.

Section 5: Vacations

- A. Each employee (49–52 weeks) shall earn annual vacation time, with pay, according to the following schedule:

1-4 years of service	10 days
5-15 years of service	15 days
16 years of service	20 days

An employee who has attained twenty (20) years of service as of January 1, 1999 shall be entitled to accumulate one (1) additional vacation day per year of service, to a maximum of twenty-five (25) days.

Each employee shall be credited with the above mentioned vacation on his/her employment anniversary date each year.

- B. If an employee resigns and gives two (2) weeks written notice, the employee shall be given his/her unused vacation credit, not to exceed one (1) year's allowance.
- C. Employees shall be paid their current salary while on vacation and will receive credit for any benefits provided during such time.
- D. All vacations shall be subject to scheduling by the Employer consistent first with the operations of the school district and next with consideration for the seniority and desires of the employee(s) concerned.

Requests from employees shall be granted on a first-come first-served basis. In cases where requests are submitted on the same day, seniority shall be used as the deciding factor.

Section 6: Holidays

A. Employees will receive their regular daily pay, exclusive of any overtime, additional time, sub pay or other income generated from special circumstances, for days indicated as "paid holidays" in B. and C. below.

B. The following holidays shall be considered as "Paid Holidays" for employees working 49-52 weeks:

Fourth of July	1 day
Labor Day	1 day
Thanksgiving	2 days (day after)
Christmas	2 days (day before)
Day After Christmas	1 day
New Years	2 days (day before)
Good Friday	1 day
Memorial Day	1 day

C. The following holidays shall be considered as "Paid Holidays" for employees working 48 weeks or less:

Labor Day	1 day
Thanksgiving	2 days (day after)
Christmas	2 days (day before)
Day After Christmas	1 day
New Years	2 days (day before)
Good Friday	1 day
Memorial Day	1 day

D. When a holiday is observed by the Employer during an employee's scheduled vacation, the holiday will not be considered as a vacation day.

E. Good Friday will only be considered a holiday for any employee if school is not in session for students. If school is in session, an alternate holiday will be credited to eligible employees (as defined above).

F. If a holiday falls on a Saturday or a Sunday, the Friday before or the Monday after shall be observed as the holiday, as determined by the Employer, unless otherwise required by law.

G. In order to receive holiday pay, an employee must work his/her entire shift on both the last regularly scheduled work day before the holiday and the first regularly scheduled work day after the

holiday. The only exception will be illness verified by a doctor's statement.

Section 7:

Any employee who retires and has served in the Harper Creek Community Schools for not less than twenty (20) years shall be eligible for payment of one-half (½) of his/her then current daily rate of pay for each day of accrued, but unused, sick leave to a maximum of one hundred (100) days.

<b>Article 12 Unpaid Leaves</b>
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Section 1: General Conditions

- A. A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. An employee may apply for a one (1) year extension of this leave. During said leave, seniority shall continue to accumulate but salary schedule experience credit shall remain frozen.
- B. The employee shall notify the Superintendent in writing of his/her desire to take leave under this Article. The letter requesting leave shall include the proposed commencement date of the leave and the date of return. Except in the case of an emergency, the employee shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.
- C. Upon expiration of a leave of absence, an employee shall be reinstated to the position from which the leave was taken if it is in existence; or, if not, to a position within his/her classification for which he/she possesses sufficient seniority. Return to an assignment shall be subject to the operation of the reduction in personnel procedures specified in this Agreement.
- D. At least fifteen (15) working days prior to the date a leave is scheduled to expire, the employee shall notify the Employer, in writing, of his/her intent to return to work.

## Section 2: Family Medical Leave

- A. Employees eligible for FMLA must have been employed for at least twelve (12) months and have worked at least 1,250 hours of service during the previous 12-month period. FMLA unpaid leave is to be taken concurrently with paid leaves for serious health conditions, birth of a new born child, or care of a new child, as defined by the FMLA. The employee is entitled to all rights conferred under the Act. Eligible employees are entitled to twelve (12) weeks of unpaid FMLA leave during any 12-month period or 26 weeks under the Inured Service Member provision.
- B. Where an employee's spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period of up to twelve (12) weeks. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence of up to six (6) months without pay. An employee who is still unable to work may be granted an extension of up to one (1) year by the Board of Education.
- C. An unpaid leave of absence shall be granted to an employee for the purpose of child care, as defined within the Act. Such leave shall be taken within the twelve (12) month period immediately following the birth of adoption of the employee's child. The length of leave under this paragraph shall not exceed twelve (12) weeks, renewable at the discretion of the Board for up to an additional one (1) year period.
- D. An employee adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) weeks after the child arrives in the home. In the case of an adoption or foster care placement, a copy of the order awarding custody to the employee shall be provided to the Administration, if requested, in connection with the employee's application for those purposes.
- E. When leave is taken under this Article to care for an employee's seriously ill spouse, child, or parent, or due to the employee's own serious health condition, the employee will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave.  
An employee taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request,

appropriate verification of the necessity for leave and the employee's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at the Board's expense) be obtained. If that opinion differs from that of the employee's health care provider, the health care provider, the employee, and Administration (in consultation with the Association, if requested by the employee) shall mutually designate a third health care provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, employee, and Association. The cost of this examination shall be paid by the Board.

- F. An employee who is disabled may continue in active employment provided he/she continues to perform his/her regular duties satisfactorily.
- G. Upon expiration of a leave of absence under this Section, an employee shall be reinstated to the position from which the leave was taken if it is in existence; or, if not, to a position within his/her classification for which he/she possesses sufficient seniority. Return to an assignment shall be subject to the operation of the reduction in personnel procedures specified in this Agreement.
- H. The Board and the employee agree to cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of the operations of the District. When leave is foreseeable, the following guidelines shall be required:
  - 1. **Requirement Of Notice** – In any case in which the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the employer with not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.
  - 2. **Duties of Employee** – In any case in which the necessity for leave is foreseeable based on planned medical treatment, the employee—
    - a. shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations

of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

- b. shall provide the employer with not less than thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.

3. **Notice For Leave Due To Active Duty Of Family Member**

In any case in which the necessity for leave under subsection is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.

- I. The Board of Education will continue premium payments for health care benefits for an employee who has been granted an unpaid FMLA leave under this Section. If the employee fails to return from a leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control), the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee with any deficiency to be remitted by the employee to the Board in accordance with the applicable state law.

An employee eligible for twelve (12) weeks of leave under the Family Medical Leave Act may choose to use or be required, by the District, to use accrued paid time, such as sick leave, vacation days or personal days, for all or part of the twelve (12) week leave.

- J. Injured Service Member Leave. FMLA eligible employees may take leave up to twenty-six (26) weeks of FMLA leave to care for a parent, child, spouse, or next of kin, the employee must be the nearest blood relative of the injured service member. This leave is only available in a single twelve (12) month period.
- K. Qualifying Exigency Leave. FMLA eligible employees may take leave of up to twelve (12) weeks for qualifying exigencies arising out



of the employee's parent, child, or spouse being on active duty of being called to active duty. This type of leave is included as part of the twelve (12) weeks of FMLA leave available to eligible employees.

### **Article 13 Continuing Education**

#### Section 1:

An employee who is required to take specific high school or post-secondary courses by the Administration shall be fully reimbursed for cost of tuition, books and mileage costs incurred.

#### Section 2:

An employee participating in an Adult Education Program or earning high school level or college level credits shall be eligible to receive reimbursement from the Employer for full tuition, cost of books and other required materials if given prior approval by the Central Administration Office and upon submission of written notice of course completion with a passing grade of "C" or above. It is understood that reimbursement will only be made for courses which:

1. Maintain or improve skills required in the employee's current employment, or
2. Meet the requirements imposed by statute, administrative regulation and/or this Agreement for the employee's retention of a position in his/her seniority classification.

Section 3:

An employee shall be eligible for registration costs, travel expenses and full pay to attend seminars which are related to employment within the School District, if given prior approval by the Central Administration Office. An employee shall be eligible for mileage reimbursement when travel is requested by the Administration.

**Article 14 School Closing**

Section 1:

When the Employer determines to close school(s), reasonable effort shall be made to make such public announcements prior to 6:30 a.m.

Section 2:

A. When students are sent home early because of inclement weather or other emergency, the secretarial/clerical/office personnel shall work until the busses at their level (elementary or secondary) have arrived back at the bus garage. Central office personnel will be dismissed with the elementary secretaries.

If the District must reschedule those days, the affected employees will work with no additional compensation.

B. Only two (2) snow days will be paid without work. All other days will be paid when made up.

Section 3:

A. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days of student instruction as prescribed by Michigan law.

- B. "School year" employees who are not required to work on such days shall be excused from reporting and shall be paid at their regular daily rate of pay. However, only two (2) such days will be paid without work. All other days will be paid when they are made up.
- C. "Full year" employees are required to report to work as regularly scheduled on such days unless otherwise excused by the immediate supervisor.
- D. The parties agree that this contract provision has been negotiated to comply with the provisions of the State Aid Act and to ensure that the District will incur no loss of State Aid. Further, the parties recognize the school district's obligation to comply with any requirement set forth by the State Board of Education respecting the number of "student instruction" days, as defined by that agency. In addition to any requirement of the State Aid Act to receive full State Aid, the parties agree to reschedule lost days of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days mandated by the Michigan Department of Education or otherwise by law.

<b>Article 15 Resignation</b>
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Section 1:

An employee desiring to resign shall submit a resignation, in writing, to the Administration Office at least fifteen (15) working days prior to the effective date of the resignation unless new employment requirements prohibit. In such case, the employee shall submit the resignation at least ten (10) working days prior to the effective date of the resignation.

Section 2:

Any employee who discontinues his/her services, in accordance with Section 1 above, does not forfeit his/her right to all severance payments required by this Agreement.

## **Article 16 General Provisions**

If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

## **Article 17 Communications**

### Section 1:

Representatives of the Employer and the Association, by mutual agreement, may meet on one (1) work day each month for the purpose of reviewing the Administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure or to be negotiations. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss.

### Section 2:

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Association.

## **Article 18 Work Rules**

### Section 1:

The Employer retains the right to promulgate and uniformly enforce work rules that do not conflict with the express terms of this Agreement.

### Section 2:

New work rules shall be given to the Association's president at least thirty (30) calendar days prior to the effective date of the work rule being established. Within said thirty (30) calendar days, the Association may request a meeting with the Employer for the purpose of discussing the work rule(s). Copies of work rules in effect shall be given to all new employees upon employment.

Section 3:

All work rules shall be posted. Upon the execution of this Agreement, all employees shall be given a copy of existing work rules.

**Article 19 Bargaining Unit Work**

Section 1: Student Part-Time Work

The Employer shall have the right to use students for performance of minor tasks and for assisting employees when special needs arise, such as student disciplinary action. The Association will be notified of such student work, and the work shall not deprive employees of extra work. Nothing in this provision shall limit the Employer's ability to continue the use of students or other school-age persons in connection with summer programs (e.g. STPA/Youth Corps) consistent with the past utilization of such individuals.

Section 2:

Supervisory employees shall not be permitted to perform work within the bargaining unit except in case of an emergency arising out of an unforeseen circumstance which calls for immediate attention, or for instruction or training of employees, including demonstrating the proper method of accomplishing the task assigned.

Section 3:

The Employer shall be allowed to secure the services, as needed, of a temporary employee for the purpose of replacing an employee on sick leave, leave of absence, or vacation. A temporary employee shall be paid at a rate to be determined by the Administration, but the rate shall not exceed that of the employee being replaced. A temporary employee shall accrue no rights under this Agreement.

Section 4:

The Employer shall have the right to create part-time bargaining unit positions in all classifications and categories under the following conditions:

1. A part-time employee hired after August 1, 1992, working less than twenty-five (25) hours per week and/or thirty-six (36) weeks per year shall not be entitled to any fringe benefits under Article 10 during his/her first five (5) years of employment. He/she would become eligible on the first open enrollment period after his/her fifth (5th) anniversary date.
2. A part-time employee is not eligible for overtime work unless it has been refused by all full-time employees in the same category.
3. When the District hires a part-time employee, he/she must be hired for at least eight (8) weeks during a fiscal year.
4. The District shall not decrease the number of current full-time employees due to hiring of part-time employees.

**Article 20. Duration of Agreement**

This Agreement shall be effective upon ratification and shall continue in effect, expiring at the end of the 30<sup>th</sup> day of June, 2013. It shall not be extended orally and it is expressly understood that it will expire on the date indicated.

Harper Creek Educational Support  
Schools Personnel Association, MEA/NEA

Harper Creek Community  
Board of Education

Heather Letters  
Heather Letters, President

Gary J. Lincoln  
Gary Lincoln, Secretary

6/21/11  
Date

6/21/11  
Date

\_\_\_\_\_

John Severson  
John Severson,  
Superintendent

\_\_\_\_\_  
Date

6/21/11  
Date

<b>Schedule A Work Schedules</b>
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A. Work Hours

1. All employees shall have their hours of work set by the Administration, after consultation with the involved employee(s).
2. All employees shall be entitled to a duty-free lunch period of at least one-half (½) hour per day, as well as a fifteen (15) minute relief time in mid-morning and mid-afternoon.
3. All employees shall be given written notice of date of return to work each year no later than June 1 of the prior year.

B. Work Schedule

<u>Secretarial Positions</u>	<u>Weeks Worked</u>	<u>Hours</u>
Elementary Principal	42	1680
Assistant Senior High Principal/ Behavior Specialist	42	1680
Middle School/Guidance Department	44	1760
Middle School Principal	44	1760
Middle School Assistant Principal/ Behavior Specialist	44	1760
High School Guidance Department	46	1840
High School Athletic Director	46	1840
Director of Curriculum & Assessment	52	2080
Bookkeeper	52	2080
Executive Secretary, Elementary/ Administration Office	52	2080
High School Principal	52	2080
High School Principal*	42	1680

\*This position is grandfathered into position at 44 weeks



## **Schedule B Compensation**

### Section 1: Secretarial/Clerical/Office Personnel

Category 0: Bookkeeper—Responsible directly to the Director of Finance, assumes responsibility for District-wide operations and works twelve (12) months per year.

Category 1: Executive Secretary—Responsible directly to a District-level administrator and assumes responsibilities for District-wide operations or works twelve (12) months per year.

Secretary to Director of Curriculum & Assessment  
Secretary to High School Principal  
Secretary to Athletic Director  
Secretary to High School Guidance Department  
Executive Secretary, Elementary/Administration Office  
(10 wks)

Category 2: Administrative Secretary—Responsible directly to building level administrator and assumes responsibility for building operations.

Secretary to Elementary Principal  
Secretary to Middle School Principal  
Secretary to Middle School Principal/Behavior Specialist  
Secretary to High School Principal  
Secretary to High School Principal/Behavior Specialist  
Secretary to Middle School Guidance Department  
Executive Secretary, Elementary/Administration Office  
(42 wks)

<b>Wage Schedule</b>
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**2010-2011** – Step advancement only. Any bargaining unit members not receiving a step advancement for the 2010-2011 fiscal year shall receive a one percent (1%) off-scale payment.

**2011-2012**

<b>Step</b>	<b>0</b>	<b>1</b>	<b>2</b>
<b>1</b>	\$16.17	\$15.01	\$13.00
<b>2</b>	\$16.67	\$15.79	\$14.89
<b>3</b>	\$17.19	\$16.31	\$15.44
<b>4</b>	\$17.72	\$16.36	\$15.87
<b>5</b>	\$18.27	\$16.83	\$16.38
<b>6</b>	\$18.83	\$17.40	\$16.46

**2011-2012 Secretaries to be placed on the following steps:**

	<b>Category</b>	<b>Step</b>	<b>Hourly Rate</b>
Elm Secretary	2	1	\$13.00
Elm Secretary	2	6	\$16.46
Elm Secretary	2	6	\$16.46
MS Secretary	2	5	\$16.38
MS Secretary	2	3	\$15.44
MS Secretary	2	5	\$16.38
HS Secretary	2	6	\$16.46
HS Secretary	2	5	\$16.38
HS Secretary	1	6	\$17.40
HS Secretary	1	2	\$15.79
HS Secretary	1	6	\$17.40
Adm	1	2	\$15.79
Adm	1	6	\$17.40
Adm	0	6	\$18.83

**2012-2013**

<b>Step</b>	<b>0</b>	<b>1</b>	<b>2</b>
<b>1</b>	\$16.41	\$15.53	\$14.93
<b>2</b>	\$16.92	\$16.04	\$15.43
<b>3</b>	\$17.44	\$16.55	\$16.00
<b>4</b>	\$17.98	\$17.02	\$16.44
<b>5</b>	\$18.54	\$17.50	\$16.97
<b>6</b>	\$19.11	\$18.07	\$17.46

Section 2:

Any member of the bargaining unit who earns an associate's degree or approved certification in an area that would enhance the ability of that employee to perform their assigned duties, a premium of .35 per hour would be added to their wage.

The premium will be paid only at the successful completion of an associate's degree or certification that has been previously approved by the Superintendent, or designee.

Section 3: Longevity

All employees shall be paid at the end of the school year for each year of this agreement the following.

<u>Years</u>	<u>Payout</u>
4-9	\$ 250.00
10-15	\$ 500.00
16-20	\$ 1,000.00
21 +	\$ 1,500.00

#### Section 4: Miscellaneous—All Employees

##### A. Increments

1. Any employee first hired before December 31 of any year shall receive an increment raise the following July 1. Any employee first hired on or after December 31 but before July 1 shall not receive an increment raise (except as provided below) on the following July 1 but shall instead receive an increment raise on the July 1 immediately following the employee's completion of twelve (12) months of service.
2. After completion of the probationary period (as identified in Article 8 of this Agreement) an employee shall be placed on Step 1 of the salary schedule for his/her respective category. However, the employee's original date of hire shall cover eligibility for subsequent increment advancement as outlined in 1. above.

- B. When any position not listed in the above wage schedules is established by the Employer, the Employer may designate and implement a job classification/category and a rate structure for the position. If the Association disagrees with the rate structure, the rate shall be subject to negotiation.

AGREEMENT

between

HARPER CREEK COMMUNITY SCHOOLS  
BOARD OF EDUCATION

7454 B Drive North  
Battle Creek, MI 49014

and

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

500 Hulet Drive  
Bloomfield Township, MI 48302

TRANSPORTATION BARGAINING UNIT

JULY 1, 2011 - JUNE 30, 2014

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## **AGREEMENT**

This Agreement made as of the date hereinafter set forth by and between the Harper Creek Community School District, Calhoun County, Michigan, hereinafter called the “Employer”, and the International Union of Operating Engineers, Local 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO, hereinafter called the “Union”.

### **ARTICLE 1**

#### **PURPOSE**

(1.1) It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

(1.2) Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

### **ARTICLE 2**

#### **UNION RECOGNITION**

(2.1) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

(2.2) The term “employee” as used herein shall include all regularly scheduled full-time and part-time employees working in the following classifications: Transportation/Bus Drivers, excluding administrators, guards and all others defined by PERA.

(2.3) *Definitions:*

(a) A full-time driver is a driver hired by the Employer, and assigned to a regular route.

(b) A part-time driver is a driver hired by the Employer, and not yet assigned to a regular route. They fill vacancies when full-time drivers are not available.

(c) Probationary drivers are drivers who have not completed their probationary period as defined in Article 12 and who can be used as needed when no full-time or part-time drivers are available.

(d) Trainees are drivers who are in the process of being trained but have not yet met the legal requirements to drive a bus on their own.

### **ARTICLE 3**

#### **EMPLOYEE RIGHTS**

(3.1) No seniority employee shall be disciplined; which shall include written reprimands, suspensions, demotions and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.

(3.2) Nothing contained within this Agreement shall be construed to deny or restrict any employee rights and responsibilities he may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees thereunder shall be deemed to be in addition to those provided elsewhere.

(3.3) Upon request, an employee shall be entitled to have present a representative of the Union when the employee is required to attend any meeting which the employee reasonably believes may result in discipline, or disciplinary action is taken which may adversely affect the employee's work record. Should disciplinary action likely occur at a given meeting, the employee shall be advised of said possibility. Where a disciplinary measure (i.e., suspension, discharge) requires the employee to immediately leave school district property (i.e., suspension or discharge), the employee shall be allowed to discuss the disciplinary measure with a Union representative before leaving the premises if the Employer determines that allowing the meeting on school property would not create or perpetuate a safety concern or cause undue disruption. The Employer shall make available an area where this may occur.

(3.4) Written and signed complaints against a bargaining unit member shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Materials, which by law must remain in personnel files, will not be considered for purposes of discipline or discharge after four (4) years.

(3.5) Any case of assault upon an employee occurring while the employee is at work or is engaged in a work-related activity shall be promptly reported to the employee's immediate supervisor by the employee. The Employer will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities by allowing an employee administrative leave of up to eight (8) hours for necessary activities connected with the assault (i.e., medical appointments, court, etc.).

(3.6) Employees have the right to review the contents of their personnel file, in accordance with the Bullard-Plawecki Employee Right to Know Act 397 of 1978, and to have a representative of the Union accompany him in such review.

## ARTICLE 4

### UNION DUES AND SERVICE FEES

(4.1) Each employee covered by this Agreement, after completion of the probationary period as defined in Article 12.1 of this Agreement, shall, as a condition of employment, join the Union or pay a service fee to the Union.

(a) *Union Members*

Employees joining the Union shall pay dues to the Union in accordance with its policies and procedures.

(b) *Service Fee Payers*

Employees not joining the Union shall pay a service fee to the Union as determined in accordance with the Union's Policy and Procedures Regarding Objections to Political-Ideological expenditures. These remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth there have been availed of and exhausted, all other administrative and contractual procedures shall be barred.

(4.2) In the event the employee shall not pay such service fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Union, deduct the service fee from the employee's wages and remit same to the Union under the procedures provided below:

(a) The procedure in all cases of non-payment of the service fee shall be as follows:

- (1) The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- (2) If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to paragraph (a) above.
- (3) The Employer, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.

(4.3) Due to certain requirements established in recent court decisions, the Union represented that the amount of the fee charged to non-members, along with other required information, may not be

available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by non-members shall be activated within thirty (30) days following the Union's notification to non-members of the fee for that given school year.

(4.4) The Union will certify, at least annually, to the Employer, the amount of said professional fees and the amount of service fees to be deducted by the Employer, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

(4.5) The Union also agrees to furnish the Employer, upon request, with such information as may be reasonably necessary for the Employer to review the legal sufficiency of the Union's notice and objection procedures whereby non-members of the Union can challenge service fees established by the Union. The Union shall also furnish the Employer with that information which is annually distributed to non-members or objectors.

(4.6) The Union agrees to promptly notify the Employer of any future litigation where an order has been issued preventing the Union from implementing its policies regarding objections to political-ideological or other expenditures. In that event, the parties shall promptly meet to examine the impact of the order upon the Union Security provisions of this Article.

(4.7) *Save Harmless Clause*

In the event of legal action against the Employer (including each Board member, administrator or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Employer gives timely notice of such action to the Union and permits the Union's intervention as a party, if it so desires, and

(b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Union agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. The Union also agrees that neither it nor its affiliates will in any proceedings assert that the defense or indemnity provisions of this Article are either unenforceable or void.

(4.8) The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the Financial Officer designated by the Union within fifteen (15) days following the last pay period in the month, together with a list of each employee for whom deductions were made. The Employer shall not be required to make any dues deductions in preference to legally required deductions, or if any employee's pay in any pay period is not sufficient to cover such dues.

The Employer assumes no responsibility for any errors in making such deductions other than to correct such errors when notified of the discrepancy. In the event of overpayment, the Union agrees to refund such monies forthwith.

(4.9) An employee who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Union membership, or otherwise financially support the Union as a condition of employment. However, such employee shall be required, in lieu of periodic dues, service fees and/or initiation fees, to give written authorization to the Employer to deduct any equal amount from the objecting employee's wages for transmittal (by the Employer) to a charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The charitable organization to which donation is made shall be designated by the employee from a list of three (3) charities selected mutually by the Employer and the Union.

## **ARTICLE 5**

### **UNION RIGHTS**

(5.1) The Union shall have the right of access to the school mails to distribute Union material to members of the bargaining unit. Should the Board determine that a deviation from established conditions is necessary, it shall notify the Union of any alterations prior to implementing them.

(5.2) The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such, and shall be responsible for the proper operating of all such equipment. The Union shall assume the liability for any damage to equipment or facilities occasioned by its use of the same. Prior to use of school facilities, the Union shall complete and submit a Building Use Form. Union members may not use school computers (i.e., email, internet, technology, hardware or software) equipment without agreeing to and signing the District's Acceptable Use Policy.

## **ARTICLE 6**

### **STEWARDS**

(6.1) Employees shall be represented by designated Co-Stewards, whose identity shall be made known to the Employer.

(6.2) The designated Co-Stewards during his/her working hours, without loss of time or pay, presents grievances to the Employer, after arrangements have been made with their supervisor, such arrangements shall not unreasonably be withheld. This privilege shall not be abused.

(6.3) If negotiation meetings occur during the regular working hours of the Co-Stewards, they will receive their regular rate of pay for time in attendance. No payment will be made for attendance at any negotiating session which takes place before or after their regular working hours.

(6.4) The Employer shall permit up to two (2) working days per school year of released time without loss of pay for the handling of Union business, meetings, and conferences. All days to be used must be submitted in writing to the Superintendent at least forty-eight (48) hours prior to the requested leave. These days shall not be utilized during examination periods, parent/teacher conferences or on a working day immediately preceding or immediately following a school holiday or school vacation.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

(7.1) The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education or powers which have been properly exercised by it shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source. Rights reserved exclusively herein by the District, which shall be exercised exclusively by the District without prior negotiations with the Union, either as to the taking of action under such rights, or with respect to the consequence of such action during the term of this Agreement, shall include, by way of illustration, not by way of limitation, the right to:

(a) Manage and control the schools' business, the equipment, the operations and to direct the working forces and affairs of the School District;

(b) To continue its rights and past practice of assignment and the direction of all of its personnel, determine the number of shifts and hours of work, and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;

(c) The right to determine the size of the workforce, direct the workforce, including the right to hire, lay-off, promote, assign work or extra duty, and transfer employees according to the operational needs of the Employer. It remains with the discretion of the Employer to discipline, suspend and discharge employees for just cause in accordance with appropriate due process.

(d) Determine the services, supplies and equipment necessary to continue its operations, and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;

(e) Adopt reasonable rules and regulations including those governing the conduct of employees in the work place, subject to Union review;

(f) Determine the qualifications of employees, subject to the Union's right to grieve.

(g) Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

(h) Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies;

(i) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;

(j) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the District shall not abridge any rights of employees as specifically provided in the Agreement; and

(k) Determine the policy affecting the selection, testing or training of employees.

(7.2) The Board recognizes that this Agreement sets forth limitations of the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

**(8.1) *Definitions:***

(a) A Union grievance is a difference between the Employer and the Union, which involves an employee or group of employees, and concerns working conditions or the interpretation or application of any provision of this Agreement, and may be processed directly to Step 2 of the Grievance Procedure.

(b) An employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.

(c) The time elements in the steps can be shortened or extended by mutual written agreement.

(d) For the purpose of processing grievances, working days shall be defined as Monday through Friday, when school is in session, excluding all paid holidays.

(e) A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.

(f) Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

### ***Step One***

(a) An employee having a grievance may present it orally to his supervisor. In the event an employee desires that his Steward be present, he shall make his request through the supervisor, and the supervisor shall send for the Steward at an agreed upon time.

(b) In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral presentation. The employee and the Steward shall sign the grievance form. The grievance form must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within five (5) working days.

### ***Step Two***

(a) Any appeal of a decision rendered by the supervisor shall be presented in its written form within five (5) working days of the date of receipt of the written decision of the supervisor. The appeal shall state the reason why the decision of the supervisor was not satisfactory.

(b) The superintendent or his designee shall meet with the Business Representative of the Union, the Chief Steward, and the grievant at a time mutually agreeable to them, but no later than ten (10) calendar days following receipt of the appeal.

(c) The Superintendent or his designee shall then give his decision in writing to the Business Representative of the Union, or his designee, within five (5) working days of the meeting.

### ***Step Three***

(a) If the appealing party is not satisfied with the disposition of the grievance by the superintendent or his designee, then the grievance must be submitted to arbitration within twenty (20) calendar days from the date of receipt of the decision rendered by the superintendent or his designee. The arbitration demand must identify all issues submitted to arbitration.

(b) Arbitration shall be invoked by written notice to the other party by a filed request to



the American Arbitration Association, or the Federal Mediation and Conciliation Service.

(c) A list of impartial arbitrators will be requested, and an arbitrator will be chosen by each party alternately striking names. The remaining arbitrator will hear the issue.

(d) The Union or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the arbitrator shall be shared equally by the parties.

(g) The arbitrator shall render his decision in writing.

(h) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer, and the Union.

## **ARTICLE 9**

### **VACANCIES, TRANSFERS, AND PROMOTIONS**

(9.1) A vacancy shall be defined as a newly created bargaining unit position, or a present position in the bargaining unit that is not filled, but that the Employer intends to fill.

(9.2) All vacancies shall be posted in a conspicuous place in each building of the District for a period of five (5) work days. The Union representative shall receive two (2) copies. Said posting shall contain the following information:

- (a) Type of work;
- (b) Location of work;
- (c) Starting date;
- (d) Rate of pay;
- (e) Hours to be worked;
- (f) Classification and category;

(g) Position qualifications.

(9.3) Interested employees may apply in writing to the Superintendent, or designee, within the five (5) day posting period. The Employer agrees to notify the Union representatives in writing of any vacancies occurring during the summer months. The Employer shall notify employees of vacancies by emailing vacancies to current District staff and by posting vacancies on the District's website employment link. Probationary employees will not have the right to bid on vacant routes; however, Probationary employees may sign bids for the purpose of showing interest and may be assigned a route if no non-probationary driver bids on the route. Routes being driven by probationary employees who complete their ninety (90) day probation period while assigned to that route will be reposted at the completion of the driver's probationary period.

(9.4) Vacancies in the transportation positions shall be filled through bidding and shall be awarded on the basis of seniority.

(9.5) Within fifteen (15) work days after the expiration of the posting period, the Employer shall award the position to the most senior qualified applicant, subject to the Union's right to grieve. Each applicant shall be so notified in writing with a copy provided to the Union. In the event of unforeseen circumstances, an additional three (3) work days will be added.

(9.6) If a bargaining unit member is absent for, other than approved FMLA leave, a period exceeding thirty (30) work days, his/her assignment shall be considered a vacancy which will be posted and awarded utilizing the procedures specified in this Article, said posting will be posted on the twenty-fifth (25<sup>th</sup>) work day of the absence, and will be posted for a period of five (5) days. A bargaining unit member returning to work, whose position has been declared vacant according to this paragraph, shall be permitted to bump an employee having lesser seniority in the category of the returning bargaining unit member.

(9.7) If a bargaining unit member is transferred to a non-bargaining unit position with the School District for a period of up to six (6) months, and is thereafter transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the non-Union position to which he was transferred. Employees transferred under the above circumstances, shall retain seniority rights, as described above, for only the six (6) month period.

## **ARTICLE 10**

### **NEW JOBS**

(10.1) The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job, which has been placed into effect, upon the institution of such job.

(10.2) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become part of this Agreement.

## **ARTICLE 11**

### **WORK SCHEDULES, DUTIES, AND COMPENSATION**

(11.1) The work schedule of each classification covered by this Agreement shall be as set forth in Schedule A of this Agreement.

(11.2) Compensation for classifications covered by this Agreement shall be as set forth in Schedule B of this Agreement.

#### **(11.3) *Overtime Compensation***

(a) Time and one-half (1-1/2X) shall be paid for all hours over forty (40) hours in one (1) week, and all hours in excess of eight (8) hours in one (1) day. This shall not be interpreted to require double payment of overtime.

(b) Time and one-half (1-1/2X) shall be paid for all hours worked on Saturdays. Double time (2X) shall be paid for all hours worked on Sundays and holidays. These sums shall be in addition to holiday pay if the employee is entitled to holiday pay for that day.

(c) Bargaining unit members shall be paid overtime at the appropriate rate (regular or field trip).

(11.4) Written job descriptions and job titles shall be provided by the Employer for each bargaining unit position. The Union shall be consulted relative to such job descriptions. Job descriptions shall minimally include qualification for appointment, types of services to be performed, and a listing of basic performance expectations.

## ARTICLE 12

### SENIORITY

(12.1) New employees hired into the bargaining unit shall undergo a probationary period of ninety (90) work days probation, and after sixty (60) work days, will be eligible for field trip assignment. Upon completion of this probationary period, the employee shall obtain seniority status retroactive to the first date of their probationary period, and his/her name shall be entered upon the seniority list. "Work day" shall be defined as completing a regular run, or a portion of a regular run, or completing a field trip. No more than one (1) work day may be accrued on a given calendar day.

(a) Probationary employees shall be represented by the Union for all purposes under this Agreement during the probationary period, except that the termination or evaluation of such probationary employee shall not be subject to the Grievance Procedure.

(b) Leave day credit shall accrue during the probationary period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Agreement.

(c) There shall be no seniority among probationary employees.

(d) Probationary drivers shall be placed on the rotation list for field trips at the completion of their sixtieth (60<sup>th</sup>) work day in the position that is currently last on the field trip list.

(12.2) Seniority shall be defined as length of service included in this bargaining unit. Accumulation of seniority shall begin on the employee's first (1<sup>st</sup>) working day, as described in Section (12.1) above. In the event two (2) or more employees begin work on the same day, the date the new employee's completed paperwork is returned to Human Resources shall determine position on the seniority list. In the case of paperwork being returned on the same date, position on the list shall be determined by lot.

(12.3) The Employer shall prepare and maintain seniority lists as defined in this Article. The seniority lists shall be provided annually to the Union by November 1<sup>st</sup>. The Union shall notify the Employer of any errors within fifteen (15) days after receipt of the seniority lists. In the absence of a timely objection, the Employer's seniority lists will be considered conclusive.

(12.4) Seniority shall be lost if the employee:

(a) Voluntarily quits;

(b) Is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement;

(c) Is absent for two (2) consecutive working days without notifying the Employer, except when an emergency prohibits such notification. After such absence, the Employer shall send written notification to the employee at the last known address scheduling a pre-termination

conference to determine whether the employee had been absent for two (2) consecutive work days without notifying the Employer. If the employee fails to appear at the conference, or is unable to establish the existence of an emergency prohibiting Employer notification, the Employer may thereafter send written notification to the employee at the last known address that the employee has lost seniority, and that the employee has been terminated. A copy of such notice will be provided to the Union;

- (d) Does not return to work when recalled from lay-off, as set forth in the recall procedure;
- (e) Does not return from sick leave or other leave of absence;
- (f) Retires;
- (g) Otherwise terminates his employment relationship with the Employer; or
- (h) Is laid off and is not recalled to work within two (2) years from the time of lay-off.

## **ARTICLE 13**

### **REDUCTION IN WORK FORCE**

(13.1) In the event the Board of Education determines to reduce staff, the procedures outlined in this Article shall be followed.

(13.2) No bargaining unit member shall be laid off pursuant to a reduction in the work force, unless the bargaining unit member is notified of said lay-off thirty (30) calendar days in advance.

(13.3) In the event of a necessary reduction in a job category, the Employer shall first lay-off probationary employees within that category, provided there are senior employees remaining within the category who are available and can perform the required work. Next, the least senior employee within the job category affected by the reduction shall be laid off. In no case shall a new employee be hired in a job category while there are laid off employees in that category who are qualified and available for the vacant or newly created position.

#### **(13.4) *Recall to Same Category***

(a) Laid off bargaining unit members possessing seniority within a category shall be recalled in order of seniority, with the most senior laid off employee being recalled first to an open position within that category. The Employer shall not be required to post such openings or vacancies. The Employer will not initiate recall until the retained employees are restored to their previous positions.

- (b) Notices of recall shall be sent by certified or registered mail to the last known address

shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.

(c) A recalled employee shall be given five (5) calendar days from receipt of notice (excluding Saturdays, Sundays and holidays) to report for work. The Employer may fill the open position on a temporary basis until the recalled employee reports to work within the same five (5) calendar day period.

(d) Bargaining unit members recalled to a position of an equivalent number of hours, in a category where the bargaining unit member is qualified and possesses sufficient seniority, are obligated to take said work. A bargaining unit member who declines recall to work shall forfeit his seniority rights and shall be considered a quit.

(e) Bargaining unit members on lay-off status shall accrue seniority during the period of lay-off in the category from which the bargaining unit member was laid off. Upon recall, the bargaining unit member shall continue to accrue seniority only in the category of his assignment.

#### **(13.5) *Placement Outside Seniority Category or Classification***

It is agreed if a vacancy occurs in any classification or department represented by the Union, and there are no employees on lay-off status within that classification and/or department who are available to fill the vacancy, then qualified, laid off employees from another classification and/or department shall be given the opportunity to fill the vacancy, provided they can meet the requirements to qualify for the vacancy, before any new employees are hired. Failure to accept and/or qualify for a vacancy in another classification or a vacancy in another department shall not relinquish an employee's right for recall to his previous classification and/or department. Employees who fill vacancies under this provision shall be subject to a thirty (30) working day probationary period, and any employee who fails to perform satisfactorily during this period shall be returned to lay-off status.

#### **(13.6) *Recall Notices***

It is the bargaining unit member's responsibility to keep the business office informed of the bargaining unit member's current telephone number and address, or of any change in telephone number and/or address, within three (3) working days of such change. In the event a bargaining unit member fails to comply with this procedure, the Employer shall not be obligated to recall the bargaining unit member until such time as correct information is submitted. Further, the Employer shall be held harmless for any time, wages or recall opportunities lost as a result of such failure by the bargaining unit member.

(13.7) A laid off bargaining unit member shall, upon application and at his option, be granted priority status to fill any temporary vacancies which occur in the category from which he was laid off. Bargaining unit members exercising this option will be paid at the rate of the position they fill, or the rate of pay they received at the time of lay-off, whichever is lower.

(13.8) A laid off bargaining unit member shall, upon application and at his or her option, be granted

priority status on the substitute list for the category from which he/she was laid off. Bargaining unit members serving as substitutes in this capacity, shall be paid at the regular substitute rate.

(13.9) During a lay-off, laid off employees in the Bus driver category shall be allowed to continue to participate in field trip assignments on a rotation basis.

## **ARTICLE 14**

### **FRINGE BENEFITS**

#### ***Bus Drivers***

(14.1) The Board shall provide to all full-time driver bargaining unit members in the Transportation classification, working permanent bid runs of twenty-five (25) or more hours per week or drivers working twenty-five (25) or more hours per week due to being awarded a temporary bid run for the majority of any month, following monthly amounts.

**2010-2011     \$175.00**

Bargaining unit members in the Transportation classification working twenty-five (25) or more hours per week will be entitled to enroll in an optical insurance program (family coverage). All bargaining unit members working less than twenty-five (25) hours per week shall become eligible for family optical coverage on the first open enrollment period after his/her fifth (5<sup>th</sup>) anniversary date. All bargaining unit members in the Transportation classification shall be entitled to group term life insurance in the amount of twelve thousand dollars (\$12,000.00) with AD&D.

#### ***All Transportation***

(14.2) The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.

(a) It is the responsibility of each eligible bargaining unit member to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan, and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration.

(b) Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible bargaining unit member and insurance carrier, policyholder, and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that Plan.

(c) It is agreed that the sole obligation of the Board shall be to make such premium

payments required under this Article, and other payments as may be authorized by the Cafeteria Plan, during the period of a bargaining unit member's eligibility for participation in that Plan, and for fringe benefit plan enrollment under this Agreement.

(d) In the event that an eligible bargaining unit member waives medical coverage under the Cafeteria Plan, and thereby elects to receive additional compensation pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code, or within the meaning of Section 1224 of the Revised School Code, shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

**(14.4) *General Conditions of Fringe Benefits***

(a) Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first (1<sup>st</sup>) day of the month following the month work commenced.

(b) The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) of the Master Contract held by the policyholder.

(c) Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

(d) All employees hired after August 1, 1992, working less than twenty-five (25) hours per week, and/or thirty-six (36) weeks per year, shall not be entitled to any fringe benefits during their first five (5) years of employment. They would become eligible on the first open enrollment period after their fifth (5<sup>th</sup>) anniversary date.

**ARTICLE 15**

**PAID LEAVES OF ABSENCE**

(15.1) The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee. The employee will have ten (10) days from receipt of the written statement in which to bring to the attention of the Employer any alleged error in the stated amount of sick leave credit. In the absence of a timely notification by the employee, the Employer's records shall be considered conclusive.

(15.2) Sick leave shall accrue as follows:

***Bus Drivers***

Each bargaining unit member in the bus driver classification shall earn one (1) day of sick



leave for each month (or major portion of a month) worked, with a maximum of eight (8) earned days in each school year, and a maximum accumulation of sixty (60) days.

(a) Bus drivers who have reached the maximum accumulation, and who have not utilized their allotment of sick days in a given school year, shall be paid sixty-five percent (65%) of their current rate of pay for every day in excess of the maximum. Bus drivers who have reached maximum accumulation, and who have not utilized any sick days in a given school year, shall be paid one hundred percent (100%) of their current rate of pay for every day in excess of the maximum.

(b) Any bus driver employee who retires from the Harper Creek Community School District, and is eligible in accordance with the Michigan Public School Employees Retirement System, or in the case of death, shall be eligible for payment of fifty-five percent (55%) of the accumulated sick leave at the employee's prevailing rate.

(15.3) Utilization of sick leave shall be subject to the following conditions:

(a) The employee may use all or any portion of his/her sick leave to recover from his/her own illness, a spouse or dependent children living in same household.

(b) The eligible employee may use his leave for the purpose of attending to illness of an immediate family member as defined in the provisions of the Family and Medical Leave Act.

(c) The District may require medical documentation concerning the health of an employee if the District suspects such leave is being abused based on the employee's excessive absenteeism or a pattern of absenteeism. The required documentation will be provided by the employee at their expense.

(15.4) Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall be charged against the employee's sick leave days, provided that the Employer shall pay such employee the difference between his normal compensation and benefits received under the Michigan Worker's Compensation Act, deductible from the bargaining unit member's accumulated sick leave.

(15.5) If the bargaining unit member has initiated a claim for Worker's Compensation, but the validity of the claim has not been determined, or benefits have not commenced, the employee may use sick leave accumulated if the employee is medically unable to report for work. However, if and when Worker's Compensation benefits are received, the employee shall reimburse the School District for any sick leave payments received during the benefit period. Said reimbursement shall be made immediately upon receipt of any Worker's Compensation benefits by the employee. Upon such payment to the District, sick leave so utilized shall be reinstated to the employee's personal leave accumulation.

**(15.6) *Funeral/Bereavement Leave***

(a) The employee shall be granted three (3) paid leave days, and with notification, can use a maximum of five (5) days per death in the immediate family. “Immediate Family” shall be defined, for purposes of this section, as spouse, significant other, child, parent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, any legal dependents, and anyone living in the same household.

(b) The employee shall be granted one (1) day paid leave per death for other relatives. “Other Relatives” shall be defined as aunt, uncle, cousin, nephew, niece, brother-in-law, sister-in-law, or person to whom the employee was engaged to marry.

(c) Additional leave may be granted in special cases, such as for travel time. This time shall be granted without pay, only by approval of the Employer, unless the employee elects to use sick leave time for the aforementioned. Should a holiday fall during a bereavement leave, it will not extend the bereavement leave allowed.

(d) Unused funeral/bereavement leave shall not be cumulative.

(e) For a funeral involving a present or former employee, or where the employee serves as a pallbearer, the bargaining unit member will be allowed up to four (4) hours to attend. The bargaining unit member, in such circumstances, will make up lost time with an equal amount of compensatory time, or elect to utilize unused sick leave. The Employer reserves the right to limit the number of bargaining unit members absent under this provision on a given day.

**(15.7) *Personal Business Leave***

(a) At the beginning of every school year, bus drivers shall be credited with two (2) personal business leave days.

(b) Such days are to be used for conducting business that the employee cannot arrange to conduct other than during work hours.

(c) A bargaining unit member planning to utilize a personal business day or days shall notify his supervisor at least two (2) days in advance, except in cases of emergency.

(d) A personal business leave shall not be granted on the opening or closing days of school, nor on the day prior to or following a holiday or vacation, unless an emergency exists and utilization is approved by the bargaining unit member’s immediate supervisor.

(e) Personal business leave shall be available for the practice of individual religious preferences.

(f) At the end of each contract year, all unused personal business leave days shall be credited to the employee’s accumulated sick leave.

(g) The Employer reserves the right to limit the number of bargaining unit members absent under this provision on a given day to no more than ten percent (10%) in a category, provided

that the category has five (5) or more members.

**(15.8) *Jury Duty and Subpoenas***

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid his full compensation for such time, provided the employee shall remit all witness and juror fees (excluding meals and mileage and expenses) to the Employer upon return to work. Subpoenas issued in conjunction with litigation between the Union and the Employer will be exempted from this section. Employees concluding jury duty or required court service prior to the end of the work day are required to return to work, unless otherwise authorized by the employee's supervisor.

**(15.9) *Holidays/Vacations***

(a) Employees will receive their regular daily pay, exclusive of any overtime, additional time, sub pay or other income generated from special circumstances, for days indicated as "paid holidays" in paragraph (b).

(b) The following holidays shall be considered as paid holidays:

Thanksgiving	2 days (day after)
Christmas	3 days
New Year's	2 days (day before)
Good Friday	1 day
Memorial Day	1 day

(c) When a holiday is observed by the Employer during a bargaining unit member's scheduled vacation, the holiday will not be considered as a vacation day. Any bus driver employee in the Transportation classification working a bid run during the summer months, shall receive one (1) paid holiday for July 4<sup>th</sup>.

(d) If holiday falls on a Saturday or a Sunday, the Friday before or the Monday after shall be observed as the holiday, as determined by the Employer, unless otherwise required by law.

(e) In order to receive holiday pay, a bargaining unit member must work their entire shift before the holiday and their entire shift the first regularly scheduled work day after the holiday. The only exception will be illness verified by a doctor's statement.

**ARTICLE 16**

**UNPAID LEAVES OF ABSENCE**

(16.1) A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied or extended at the sole discretion of the Employer (except where leave is required to

be granted to an employee eligible under the Family and Medical Leave Act), upon written request for such leave by the employee, who shall state the reason for the leave and its requested duration. Only employees who have one (1) or more years of seniority may be granted an unpaid leave of absence.

(16.2) Any extension requests shall be submitted in writing to the Employer, prior to the expiration of the time of the original leave period.

(16.3) Leaves requested due to illness or disability must be accompanied by a medical certification that the employee is unable to work, and the physiological and/or psychological reason(s) therefore, medical statements shall be by a medical doctor (MD) or a doctor of osteopathy (DO). The Employer shall have the right to independent medical verification at the time of the leave request, and/or before the employee is permitted to return to work (at the Employer's expense), or may first allow such verification from the employee's physician prior to deciding whether to seek a second opinion.

(a) Medical leaves may be extended for a period of time necessary for complete recovery, but not to exceed twelve (12) calendar months. Renewal of leave shall be at the discretion of the Board.

(b) Unpaid leave (other than medical) shall not exceed a total of three (3) calendar months, or the end of the school year, whichever comes first (unless an eligible employee qualifies for a longer leave period under the Family and Medical Leave Act). However, exceptions to this requirement may be jointly agreed upon by the Union and the Employer.

(c) All leave requests shall state the exact date on which the leave is requested to commence, and the exact date on which the employee is to return to work, subject to approval of the Employer.

(d) During an unpaid leave of absence:

- (1) The employee may not seek work elsewhere unless agreed to by the Employer.
- (2) The employee must take leave for the reason so stated on the application.
- (3) Employees shall not return to work prior to the expiration of said employee's leave unless otherwise agreed to by the Employer. The employee must submit written notification of return to work at least five (5) working days prior to the scheduled date of return.
- (4) Employees shall return to work from a leave on the date scheduled, but in no event later than three (3) days after the scheduled expiration date if an extension has been granted, in advance, by the Employer.

- (5) Failure to comply with 1-4 (above) may lead to disciplinary action, to and including loss of seniority and discharge, subject to the Grievance Procedure, except for probationary employees.

(16.4) Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. An employee may apply for a one (1) year extension of this leave. During said leaves, seniority shall continue to accumulate, but salary schedule experience credit shall remain frozen.

(16.5) Upon return to work from a leave of absence, such employee shall be re-employed in the seniority classification to which the employee was assigned at the time leave was taken and at the prevailing rate of pay for that job, subject to all provisions of the Agreement.

(16.6) Compliance with the above standards shall be regarded by the parties as restoration to an equivalent position, for purposes of the Family and Medical Leave Act.

(16.7) To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. The District reserves the right to require that employees substitute paid sick leave for FMLA leave, such that any FMLA leave and sick leave run concurrently instead of consecutively.

## **ARTICLE 17**

### **CONTINUING EDUCATION**

(17.1) Employees who are required to take specific high school or post-secondary courses or job related training, shall be fully reimbursed for cost of registration/tuition, books, lodging, mileage, and other costs incurred. Mileage will be paid at the IRS standard in effect at that time.

(17.2) Employees participating in Adult Education Programs or earning high school level or college level credits shall be eligible to receive reimbursement from the Employer for full tuition, cost of books and other required materials if given prior approval by the Central Administration Office, and upon submission of written notice of course completion with a passing grade of "C" or above. It is understood that reimbursement will only be made for courses which maintain or improve skills required in the member's current employment, or meet the requirements imposed by statute, administrative regulation and/or this Agreement for the member's retention of a position in his seniority classification.

(17.3) All training, in-service or state required training shall be paid at the employee's hourly wage

rate for time spent in such training. If the training program is not conducted on a School District site, or in a School District facility, the District will provide either transportation to the site or facility of training, or mileage at the IRS standard rate as reimbursement for use of a personal vehicle to travel to and from the site or facility. Employer will have the right to approve location of any training outside the District.

(17.4) The District will provide eight (8) professional development hours each year to be aligned with teacher professional development days. Such time will be paid at the employee's current rate of pay.

## **ARTICLE 18**

### **SCHOOL CLOSING**

(18.1) When the Employer determines to close school(s), reasonable efforts shall be made to make such public announcements prior to 6:00 a.m. It should be noted that there may be extenuating circumstances that may not allow this time to be complied with. The Employer makes every attempt to notify employees prior to 6:00 a.m.

(18.2) Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days of student instruction as prescribed by Michigan law. All time lost after two (2) hours shall be made up, or the employee will not be paid.

(18.3) "School Year" employees who are not required to work on such days shall be excused from reporting and shall be paid at their regular daily rate of pay. Drivers shall receive pay for up to two (2) snow days each school year that school is cancelled and not made up, additional snow days shall be paid when made up.

(18.4) Bus Drivers have the option of utilizing up to two (2) sick or personal days to receive pay for snow days in excess of the two (2) district-paid snow days. The request for using sick or personal days must be made within the same pay period as the snow day.

(18.5) In the event that bus runs are delayed due to fog, ice, snow, or other inclement weather conditions, the Administration shall telephone a designated person in the Transportation Department by 6:00 a.m. to advise him of the delay.

## **ARTICLE 19**

### **RESIGNATION**

(19.1) An employee desiring to resign shall submit a resignation, in writing, to the Administration

Office at least fifteen (15) working days prior to the effective date of the resignation unless new employment requirements prohibit, in which case at least ten (10) working days prior to the effective date of the resignation.

(19.2) Any employee who discontinues his services, in accordance with the above section, does not forfeit his right to all severance payments required by this Agreement.

## **ARTICLE 20**

### **SPECIAL CONFERENCES**

(20.1) Representatives of the Employer and the Union, by mutual agreement, may meet from time to time for the purpose of reviewing the administration of the contract, or any other subject which shares a community of interest, and to resolve problems which may arise. The meetings shall not occur more frequently than one (1) work day in a one (1) month period. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering the topics to be discussed.

(20.2) There shall be three (3) copies of any final agreement. One (1) copy shall be retained by the Employer and two (2) by the Union.

## **ARTICLE 21**

### **WORK RULES**

(21.1) The Employer retains the right to promulgate and uniformly enforce work rules that do not conflict with the express terms of this Agreement.

(21.2) New work rules shall be given to the Union Representative or his (designee) at least thirty (30) calendar days prior to the effective date of the work rule to be established. The Union may, during the above time frame, either request a meeting for clarification of the rule, or in the alternative, grieve its reasonableness. If there is not action taken in accordance with the above time frame, then the rule shall become effective after satisfying a ten (10) calendar day posting requirement.

(21.3) Upon the execution of this Agreement, all bargaining unit members shall be given a copy of existing work rules. Newly hired employees shall be given a copy on or before completion of their probationary period.

## **ARTICLE 22**

### **BARGAINING UNIT WORK**

(22.1) Employees of the Employer not covered by this Agreement shall not perform work within the bargaining unit except in cases of training, experimentation, or in cases of documented emergencies. This does not limit the Employer's rights under PA 112.

(22.2) The Employer shall be allowed to secure the services, as needed, of substitute employees. Such employees shall be used for the purpose of replacing personnel on sick leave, leave of absence, or vacations. Substitute employees shall be paid at a rate not to exceed the probationary rate of the position he replaces. Substitute employees shall accrue no rights under this Agreement. Substitutes may not be used when other bargaining unit employees are available to fill the vacancy.

## **ARTICLE 23**

### **SCOPE, WAIVER, AND ALTERATION OF AGREEMENT**

(23.1) This Agreement shall be binding upon the parties hereto. No agreement, alteration, understanding, variation, waiver or modification of any of the terms and conditions contained herein shall be made by any employee or groups of employees with the Employer.

(23.2) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

(23.3) If any provision of this Agreement or any supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such provision if not prohibited by law.

## **ARTICLE 24**

### **TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until midnight June 30, 2014. It may be extended by the written agreement of the parties. If either party desires to renegotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60), nor more than ninety (90) days prior to June 30, 2014.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

HARPER CREEK COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
7454 B Drive North  
Battle Creek, MI 49014

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 324 – A, B, C, D, G, H, P,  
RA, S – AFL-CIO  
500 Hulet Drive  
Bloomfield Township, MI 48302

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John Severson,  
Superintendent

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John M. Hamilton,  
General Vice President and Business Manager

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President

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Steve Minella,  
President

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Secretary

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Thomas Scott,  
Recording-Corresponding Secretary

JM/mrb  
Harper Creek Transportation 2011-2014.doc

## SCHEDULE "A"

### WORK SCHEDULES

#### *Bus Drivers*

##### (1) *Regular Hours*

The regular hours of work shall be Monday through Friday, based upon the regular routes established by the Employer. Each route shall be paid a minimum of one (1) hour, plus an extra fifteen (15) minutes for morning, afternoon, and noon runs, for the performance of responsibilities, including: fueling the bus, cleaning the inside of the bus, completing checklist and pre-trip, cleaning windshield, rear windows and mirrors.

(a) A driver may request that administration and steward ride his/her bus to check the allotted run time once a semester, if there is disagreement as to the amount of allotted time. A driver may request a check of his allotted run time if the number of stops increases by four (4) or more on his run.

(b) Employees shall be paid at the regular rate per hour for all time required for attending meetings called or scheduled by the Employer, unless otherwise specified in this Agreement.

(c) Employees shall be paid at the regular rate per hour for extra time during their regular run in excess of fifteen (15) minutes.

(d) Any employee scheduled or reporting for a field trip (defined as any scheduled bus trip other than a regularly scheduled morning, noon or afternoon run) shall be paid for a minimum of two (2) hours at the regular field trip rate of pay.

(e) Work Shift Absence – An employee who is going to be absent must call in at least one (1) hour prior to their AM run and at least two (2) hours before their noon or PM runs or any extra runs including field trips. The District shall publish a telephone number for the employees to use for the above purposes.

##### (2) *Regularly Scheduled Routes*

(a) A run shall be a regularly scheduled morning and afternoon run (in proper cases, exceptions may be made) or noon runs as established by the Employer during the academic school year. The administration reserves the right to consolidate, reschedule, reroute and temporarily reassign any bus runs on special days (i.e., parent/teacher conferences, exam days and other programs) or variances in the school calendar between Harper Creek and other School Districts.

(b) When the actual time driven on any run exceeds one (1) hour, the driver will be paid for actual time worked. In the event that a driver waives his opportunity to drive a rescheduled run,

he will receive no pay and will be marked off the appropriate seniority list, missing his turn in rotation.

(c) A meeting shall be held at least one (1) week prior to the start of school, at which time the bus routes shall be posted setting forth the anticipated times. Letters will be mailed two (2) weeks prior to the meeting to employees informing them of the meeting date.

(d) All routes shall be awarded on basis of seniority. An a.m. and p.m. corresponding route are defined as “one (1) route”.

(e) Once a run is bid and awarded, employees cannot give up that run unless it follows the language on the contract under (4) route changes.

(f) Drivers are limited to one (1) noon route.

(g) The Employer shall notify the co-stewards and employees on extended leave of all postings.

(1.1) ***Extra Runs***

(a) Extra runs are defined as any run posted other than regularly scheduled morning, noon, and afternoon runs.

(3) ***Driver Shortage***

(a) When there is a shortage of drivers and the need arises to consolidate runs, drivers driving the runs will each be paid for half of the time of the eliminated run time, either for high school/junior high, elementary, or both.

(b) On the first (1<sup>st</sup>) day a driver is absent from work with the appropriate notice as described in Schedule A(1)(e), an available part-time driver first and then a probationary driver will be offered an opportunity to drive that route. All routes will be driven by a driver covered by this Agreement who is not assigned to a permanent route with overlapping time. If a full-time or part-time driver is not available, then a probationary driver may be used and will be assigned that route until the regular driver returns.

(4) ***Route Changes***

In the event a route becomes split, changed or discontinued after the beginning of the school year, the following will apply:

(a) A route shall be considered changed where the established time is increased or decreased by an accumulative total of fifteen (15) minutes or more.

(b) In the event a route is decreased by a total of fifteen (15) minutes or more, the driver

on the route shall have the right to bump a less senior driver.

(c) In the event a route is increased by a total of fifteen (15) minutes or more, it shall be posted and awarded to the most senior driver indicating a desire to bump on the above-mentioned route. The displaced driver shall have the right to bump a less senior driver.

(d) Any change of bus runs (with an accumulative total of fifteen [15] minutes or more on any route) shall be subject to a special conference at least one (1) week prior to the change being made.

(e) When “Displaced Student Run” has changes because of the addition or subtraction of students, “students that are legally categorized as ‘homeless’”, the route will be posted quarterly. The dates of these changes will be established by the High School Marking Periods.

(5) ***Route Vacancies***

After the beginning of the school year, or anytime during the school year when a route is vacant, a driver may request to drive the run either with or without students on the bus, without loss of pay, with administration approval.

(6) ***Field Trips***

(a) The Employer shall post all field trips and extra runs at least three (3) working days in advance, and assign two (2) days in advance whenever possible, except in cases where the Employer is unable to give such advance notice. All field trips will be posted with a start time and anticipated return time. All field trips pay a minimum of two (2) hours, including drop offs or one-way trips, and will be awarded on the basis of seniority rotation. If a trip remains available due to all drivers either refusing or having already been awarded a trip for that day, it shall be offered, by seniority, to any driver wanting a second trip. Said driver shall be marked off rotation for both trips. If still available, it may be offered to a probationary employee who has completed at least thirty (30) driving days, and the Employer thinks has enough time/experience. If trip is still available, the least senior driver shall be assigned, but not charged off rotation.

(b) Any field trip assigned on the same day as trip will be assigned by the rotation list. Drivers refusing a same day trip will not be charged. Only the driver(s) accepting the assignment will be charged. Trips having two (2) hours or less notice will be assigned by seniority from among the first available drivers. The same rules apply for charging as above. Drivers required to take an emergency trip will receive a ten dollar (\$10.00) late call stipend.

(c) Whenever school vehicles are used for transporting equipment needed to support student activities or performances, the vehicle shall be driven by a certified bus driver, selected according to the seniority list for field trips. It shall be mandatory that the driver help load and unload the vehicle. This paragraph excludes athletic vans.

(d) When a field trip is cancelled, the driver will have the option of two (2) hours

minimum pay, or the next available field trip. If a driver arrives prior to being notified of trip cancellation, the driver shall receive two (2) hours pay at their current rate of pay, not the field rate of pay, and be offered the next available trip. Weather related cancellations are excluded from this provision, except for trips in progress. If the driver cancels out of a trip more than two (2) times per year, that driver will be checked off the rotation list for the next field trip posting. Documented emergencies are excluded. If a part-time driver or probationary driver has been assigned to cover the full-time driver's run, the full-time driver cannot bump back into their run. The part-time/probationary driver can elect to give up the full-time driver's run if he/she so chooses.

(e) With administration approval, a driver could have the option of taking another driver on a field trip if the field trip is longer than twelve (12) hours. The additional driver(s) would be assigned by the normal procedure for awarding field trips, and would be paid at the regular field trip rate. The Employer shall have the right to make assignments of this nature according to the foregoing procedures.

(f) Trailered equipment trips will be filled according to a master seniority rotation list. When drivers refuse trailered equipment trips, they will not be marked off the rotation list.

(7) ***Noon Runs***

(a) Noon runs created by the absence of the regular driver who may be on leave, will be assigned on the first (1<sup>st</sup>) day the vacancy occurs, in accordance with the seniority provisions of this Agreement, to the next senior driver who does not have a regular noon run assignment, and is willing to take the run. In the event there are no full-time drivers without an assigned noon run, then a part-time driver will be used to fill the vacancy until the regular assigned driver returns. When it becomes known that the regular driver will not return, the run will be posted in accordance with the bidding procedure. Part-time drivers will enjoy all of the rights of full-time drivers during this time.

(b) When a bid sheet is posted for extra work, the time will stand as posted, and anyone having a run will not be allowed to run the route if it would overlap his regular/noon run/route. If it does overlap, then it would go to the next senior driver who agrees and does not have an overlap on their regular/noon run/route.

(8) ***Summer Runs***

(a) Summer runs and driving shall be posted and shall be awarded by seniority.

(b) Field trips shall be awarded by continuous rotation, drivers not interested in summer field trips must notify their supervisor prior to the end of each school year.

(9) ***Legal Requirements***

The District shall compensate employees for training and testing required by statute at the current rate of pay. This training and testing shall include:

(a) Attendance at the entry level school bus safety course required by Section 51 of the Pupil Transportation Act.

(b) Attendance at mandatory continuing education courses required by Section 51 of the Pupil Transportation Act.

(c) Attendance at any mandatory on-road testing required by the Pupil Transportation Act.

(d) Any training mandated by the District, paid at current hourly wage.

(e) All drivers shall be paid for time required, up to two (2) hours, at current rate of pay for all drug and alcohol testing.

(10) The District further agrees to reimburse each employee for the cost of the following licenses, upon presentation of proof of payment by the driver:

(a) Commercial driver's license;

(b) Appropriate vehicle group designation;

(c) Passenger vehicle endorsement.

Any Driver who resigns from the District within one (1) year of his date of hire, shall have deducted from his final check a pro-rated share of the cost of the CDL, based upon the number of years remaining on said license. This provision shall not be applicable if the driver is laid off or retires.

(11) ***Physical Examinations***

Employees shall submit to physical examinations as may be required by law for the driving of a school bus. Physical examinations shall be paid by the Employer and completed by a doctor of the Employer's choosing. Be it understood that any employee who chooses to obtain a second physical examination at a doctor of their choice will pay, if results of the findings are the same. Should the results be different, the Employer will pay.

**SCHEDULE "B"**

**WAGES**

*Bus Drivers*

	2011-2012	2012-2013	2013-2014
Training	\$10.50	\$10.50	\$10.50
Probationary (substitutes)	\$12.77	\$12.77	\$12.77
Professional (regular part-time)	\$14.75	\$15.01	\$15.31

*Longevity*

	<i>2011-2014</i>
<b>4-9 Years</b>	\$600.00
<b>10-14 Years</b>	\$775.00
<b>15 Years and Over</b>	\$950.00

(1) *Other Compensation*

(a) *Field Trip Rate*: Effective July 1, 2011

<b>Drive Time</b>	<b>\$12.25 per hour</b>
<b>Wait Time</b>	<b>\$10.00 per hour</b>

(b) *Bus Washing and Cleaning*:

Nine dollars (\$9.00) per hour, not to exceed one (1) hour per bus without prior written permission from the Transportation Supervisor.

(c) *Jackets*:

All drivers will receive their choice of one (1) winter or spring jacket every two (2) years. It will be the driver's responsibility to clean and maintain the jackets. All old jackets may be kept by drivers, with the condition that they not be given to others. Drivers will be required to wear jackets while driving a school bus, weather permitting.

(2) After completion of the probationary period, an employee shall be placed on the Salary Schedule for his/her respective category. However, the employee's original date of hire shall cover

eligibility for subsequent increment advancement.

(3) When any position not listed in the above Wage Schedules is established by the Employer, the Employer may designate and implement a job classification/category and a rate structure for the position. If the Union disagrees with the rate structure, the rate shall be subject to negotiations.