

***HARTLAND CONSOLIDATED  
SCHOOL DISTRICT***

***- and the -***

***HARTLAND AFFILIATE ASSOCIATION  
MEA/NEA/ESP***

***2008 - 2010***

This Agreement is entered into this 26th day of January 2009, by and between the Board of Education of the Hartland Consolidated Schools (hereinafter called the Board), and the Hartland Affiliate Association/MEA/NEA/ESP (hereinafter called the Association).

**PREAMBLE**

WHEREAS, the Board and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the parties to this Agreement recognize the vital role of the Association's members who provide smooth operational implementation of the business functions of this school district, and further assure administrators, teachers, other employees, students, parents, the community-at-large, opportunities to fulfill their goals for providing the best educational programs for all pupils of this school district;

WHEREAS, the Board and the Association have entered into good-faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment;

THEREFORE, the Board and the Association do hereby set forth understandings which are confirmed in the Agreement.

**STATEMENT OF COMPLIANCE WITH FEDERAL LAW**

The Hartland Consolidated School District complies with all Federal laws and regulations of the U.S. Department of Education. It is the policy of the Hartland Consolidated School District that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, handicap, or limited English proficiency shall be discriminated against, excluded from participating in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity to which it is responsible or for which it receives financial assistance from the U.S. Department of Education.

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent as defined in Section II of Act 379, Public Acts of 1965, for all school employees in the appropriate bargaining unit, described and defined as: All financial assistants, accounts payable, secretaries, paraprofessionals, paraeducators, transportation paraprofessionals, lunch/recess paraprofessionals, and aides, excluding therefrom all supervisors, the Superintendent's secretary, payroll department head, and all other employees not mentioned above.
- B. The employer may use the services of volunteers, student workers, state or federal government project workers, and supervisors to perform work normally and usually performed by bargaining unit employees, provided such use does not result in the replacement of any bargaining unit employee, the reduction of any bargaining unit employees' regularly scheduled hours, or the reduction of the normal work force used to accomplish the work traditionally assigned to bargaining unit employees in their respective classifications at each building. The parties recognize that modification in the work force not caused, or compensated for, by the utilization of such personnel may occur where there is an operational change which justifies the elimination of positions pursuant to the closing of building, reduction of personnel requirements according to contractual obligation for teacher aides, and/or the consolidation, reduction or elimination of programs or departmental functions. This provision shall not limit the use of such workers during a financial crisis necessitating the reduction of bargaining unit employees, provided that if such workers have been used in the place of bargaining unit employees, the work force on layoff will be promptly restored upon resolution of the financial crisis to positions consistent with the level of program in effect.

The job functions which have been traditionally assigned to bargaining unit employees under this Agreement shall not be transferred to another bargaining unit or work force from any source, paid or unpaid, and the use of workers pursuant to this provision shall not be construed as a transfer of any of those job functions.

## ARTICLE II - DEFINITIONS

- A. Association: Whenever the term "Association" is used it shall mean the Hartland Affiliate Association/MEA/NEA/ESP and shall include its designee upon whom the Association has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Board.
- B. Association Representative: Whenever the term "Association Representative" is used, it shall mean the employee(s) designated by the Association to represent an individual or group of employees. Written notice shall be provided upon request of the Board.
- C. Board: Whenever the term "Board" is used, it shall mean the Board of Education of the Hartland Consolidated School District and shall include its designee upon whom the Board has conferred authority to set in its place and stead. Written notice shall be provided upon request of the Association.
- D. Employee: Whenever the term "Employee" is used, it is to include any member or members of the bargaining unit.
- E. Employer: Whenever the term "Employer" is used, it shall mean the Hartland Board of Education.
- F. Immediate Supervisor: Whenever the term "Immediate Supervisor" is used, it shall mean the administrator or supervisor of any work location or functional division or group.
- G. Superintendent: Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include the designee upon whom the Superintendent has conferred authority to act in the Superintendent's place and stead.

### **ARTICLE III - RIGHTS OF THE BOARD**

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

- A. Hire and contract with such duly qualified employees as may be required;
- B. The general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district;
- C. Establish and carry on such grades, schools, and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools;
- D. To make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated School District;
- E. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include without being limited to, the establishment of educational policies, the construction, acquisition and maintenance of school buildings and equipment, the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### **ARTICLE IV - ASSOCIATION AND EMPLOYEE RIGHTS**

- A. Insofar as provided by the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee of any rights conferred by the laws of Michigan, Michigan General School Laws and the Constitution of the United States, that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of their membership or their participation in any activities of the Association.
- B. The Association, upon prior notification of at least 24 hours, shall be permitted reasonable use of school building facilities and equipment for Association business at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system. The Association shall pay for damage to equipment beyond normal wear and tear and any materials used. The Association may use the district mail service and mail boxes for its business announcements.

- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, upon notification to the respective building administrator, provided it does not interfere with the duties of the employee or the administration and operation of the school system.
- D. The Board agrees to furnish to the Association, in response to written requests, all available information concerning the financial resources of the district and other such information as will assist the Association in developing intelligent, accurate, informed and constructive positions on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. There will be no removal of permanent records from school property.
- E. The Board agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, color, religion, national origin, age, sex or marital status in the application of this Agreement.

#### **ARTICLE V - ASSOCIATION DUES, FEES & PAYROLL DEDUCTIONS**

- A. Any bargaining unit member who is not a member of the Association/Union in good standing or who does not make application for membership within 30 days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (Paragraph I below). In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- B. Pursuant to Chicago Teachers' Union vs. Hudson, 106 S. Ct. 1066 (1986), the Union 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-union bargaining unit members. The remedies set forth in such 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 bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member 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 discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.
- D. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees promptly to disburse said sums upon direction of the Association.
- E. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

- F. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance for MEA-FS- MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any plans or programs jointly approved by the Association and Employer, to a maximum of five (5) deductions per pay beyond the standard deductions, provided that once such deduction is authorized, it shall be subject to change only at the beginning of each subsequent semester except those deductions required because of a loan through the credit union shall be accommodated. Only one such deduction shall be used by an employee for a tax sheltered annuity.
- G. Due to certain requirements established in recent court decisions, the parties acknowledge 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 30 work days following the Association's notification to non-members of the fee for that given school year.
- H. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:
1. The damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.
  2. The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  3. The Association has the right to choose the legal counsel to defend any said suit or action.
  4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- I. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, not to exceed 20 deductions. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the employee taking paid leave provided for in this Agreement.

## **ARTICLE VI - QUALIFICATIONS & CLASSIFICATIONS**

- A. An applicant shall be physically able to perform the duties set forth in the job description.
- B. The applicant shall possess the skills or qualifications necessary to perform the duties required by the position. Tests and requirements for the position shall reasonably reflect the skills and qualifications necessary for the position.
- C. The Board shall notify the Association of any newly created positions and their classifications. If the Association objects within 30 days of filling the position, the matter shall be submitted to negotiations.
- D. Job descriptions for all positions represented by the Association shall minimally include the normal work schedule, pay classification as per this Agreement, work year and specific description of duties.
- E. Up to date general classification job description guidelines will be maintained. The job description for the particular position will be included in job postings.
- F. All medical examination and/or diagnostic tests required by the Board of the employee shall be paid by the Board provided the employee complies with the procedures specified by the Board for obtaining the required medical services.

Employees shall be given reasonable release time to obtain a chest X-ray, if a skin test is non-conclusive. In the interest of protecting the children and adults in our community, the Board may request a medical examination of an employee at any time when there is reason to suspect there is a health problem.

## **ARTICLE VII - SENIORITY**

- A. Employees shall, after fulfilling a probationary period of 60 working days, accumulate seniority in the bargaining unit from the first day the employee assumes the duties of employment. Work days shall be adjusted by way of snow days and leave days (including summer and other breaks).
- B. The administration shall maintain a seniority list of all employees in the bargaining unit. The seniority list shall contain a listing of each employee's name, their date of hire, seniority ranking and current classification. Said seniority list shall be presented to the Association and each building during the month of October of each year and corrections will be brought to the attention of the administration within 30 working days of receipt of the list by the Association and buildings. The seniority list will also be sent to the Affiliates by mail in July of each year as part of the notification of assignment process. Any corrections made to the seniority list shall be brought to the attention of the Association. The District will make every effort (by electronic mail) to keep the union president updated on changes to the list as they occur. Ranking of employees hired after July 1, 1981 who assume their duties on the same day shall be done in order of the highest last four digits of the employees' social security numbers. Employees hired prior to July 1, 1981 shall be ranked according to their placement on the published seniority list in effect July 1, 1981. In the event of ties which develop as a result of loss of seniority, ranking shall be determined by giving the highest seniority ranking to the employee who was senior according to the previous seniority list.
- C. Seniority is lost only by the resignation or dismissal of the employee.
- D. Seniority shall accrue based upon years of continuous employment from the employee's last date of hire. Time on leaves of absence or layoff shall not constitute a break of continuous employment. During leaves of absence of 90 days or more bargaining unit members shall not accrue seniority. Time on layoff shall not be deducted from seniority. While employees will accrue seniority during layoff, seniority shall not accrue for the purpose of accessing wages and benefits.

## ARTICLE VIII - ASSIGNMENTS, PROMOTIONS & TRANSFERS

- A. All vacancies shall be posted no less than five (5) work days during the school year or ten (10) work days during the summer in a conspicuous place in all school buildings prior to public posting. The posting will set forth the requirements for the position and will be accompanied by a job description. A copy of the posting will be sent to the Association President. When there are employees awaiting recall, no more than two vacancies within a one-month period need be posted prior to recall of an employee to an available position. An employee on layoff may bid a posted vacancy.

Transportation Paraprofessional Positions: Transportation Paraprofessional positions shall be posted each August when the Transportation Department has determined the needs and times for each position. Once established, the postings shall be sent by mail to all Affiliates with Lunchroom/Recess Paraprofessional positions and to those without a position. The Association shall receive a copy of the postings. The postings shall be listed together and referenced by number, with the position of the most hours ranked as position #1, the second most hours ranked as position #2, and so on. Bidders shall list the positions in order of their preference. Positions shall be awarded according to the seniority of the bidders. Paraprofessionals who are currently working part time within the system may apply for a Transportation Paraprofessional position as long as the total hours of work per day will not exceed eight and the hours of both jobs are compatible.

There will be no trial period for employees awarded positions who have been Transportation Paraprofessionals in the past. However, there will be a trial period for employees awarded positions that have never held a Transportation Paraprofessional position.

Transportation Paraprofessional hours and schedules are subject to change (could possibly be increased, reduced or eliminated) after the start of school, depending upon the schedules of the students on the routes. In the event a Transportation Paraprofessional position is completely eliminated, the employee holding the eliminated position has the option to displace the least senior Transportation Paraprofessional.

Transportation Paraprofessional positions terminate at the end of each school year. Employees shall be notified each June that their Transportation Paraprofessional position has been eliminated.

- B. Vacancies in the bargaining unit shall be filled on the basis of seniority and qualifications. When there are applicants from within the existing bargaining unit, the position shall be filled by the most senior applicant who either has previously performed satisfactorily in the classification in which the vacancy occurs or can demonstrate the ability to perform the duties of the vacancy, provided there is no other applicant who possesses demonstrably superior qualifications which best meet the needs of the specific position.

An employee placed in a new position (except an employee placed in a Transportation Paraprofessional position who has previously held a Transportation Paraprofessional position) shall be given a 20 work-day trial period to determine his/her ability to do the work, unless otherwise mutually agreed upon by the District and the Employee, with notice to the Association. If during the 20 work-day period the employee is unable to do the work or finds himself/herself unsuited to do the work, he/she shall revert to his/her previous position. An employee deemed unable to do the work shall be informed in writing of the reasons. In that event the next most senior employee who bid on that same vacancy will be awarded the position subject to meeting the requirements. There will be no need to repost that vacancy. During the 20 work-day trial period an employee who is moving from a Paraprofessional/Paraeducator salary schedule to a higher paying salary schedule, will receive a 3.3% increase in their current wages. Following the completion of the trial period the salary will increase to the comparable secretarial rate. This provision shall not diminish the recall rights of any employee.

Notice of required written/practical tests to determine qualifications for transfer/promotion will be included in the job posting, with the passing score announced in the posting. Written/practical tests will be related to the performance responsibilities of the specific position (e.g., a position which does not require typing will not require a typing test).

Temporary Vacancies: All temporary vacancies that are known or expected to exceed ninety (90) calendar days (e.g. vacancies due to LOA or workers compensation leaves) shall be posted as “temporary vacancies” in accordance with the regular procedure found in this agreement. Temporary vacancies shall not exceed one (1) year.

The posting of a temporary vacancy shall include notification that the awarding of the position will be reversed in the event of the original employees' return.

The employer shall only be required to post the original temporary vacancy (and one [1] resulting vacancy with the 2nd resulting vacancy being filled with a substitute).

Should the temporary vacancy become a permanent vacancy or if the one (1) year period should expire, the temporary assignment shall become permanent, and will not be reposted.

- C. Involuntary transfers will be made only in case of emergency and in order to prevent layoff or accommodate recall.
- D. An employee requested to do temporary duty in a different classification within a building is expected to help until such work is completed. The employee shall be paid their regular rate or the rate for the job performed, whichever is greater, while performing such work. Employee entitlement to a higher rate of pay becomes effective if the temporary duty will be of at least one full day in duration.

Should a substitute be required for a Building Secretary, the Office Paraprofessional shall assume the duties of the Secretary at the secretary rate of pay. Should a substitute be required for the position of Office Paraprofessional, consideration may be given to a Lunchroom/Recess Paraprofessional in the same building who, at the discretion of the supervisor, has the present ability to perform the work of the absent employee. The substituting Lunchroom/Recess Paraprofessional shall receive their current rate of pay.

Transportation Paraprofessionals may not be used as substitutes according to the provisions of this section, except at the option of the Employer. Lunchroom/Recess Paraprofessionals shall not be prohibited from substituting in a Transportation Paraprofessional position, as long as the hours are compatible and do not exceed 8 in a day.

- E. Temporary work overload transfers shall be for a period of no longer than 30 calendar days, except in the event that the Association and the Board agree to an extension. In the event that it is not mutually agreeable to extend the temporary transfer, the employee shall revert to their former position.
- F. A vacancy shall be defined as a position to be filled.
- G. A transfer shall be defined as movement from a position in a location to another position and/or location.
- H. Parapros hired before February 1, 1989 will receive a letter of assignment before each school year along with a seniority list. All others will receive just a seniority list that will indicate the assignment on it.
- I. Paraeducators, Office Paraprofessionals, Media Paraprofessionals and Lunch/Recess Paraprofessionals hired after 2/1/89 shall be assigned to a specific building and may have their job responsibilities reassigned within that building by the building administrator.

Employees receiving their assignment for the school year shall not have their hours reduced for the remainder of that school year, except Transportation Paraprofessionals, whose hours could fluctuate depending upon changes in the students' schedule and/or bus routes. Such changes could adversely impact benefits.

The district may reduce District-Wide Paraeducator hours by up to ½ hour if their job assignment is changed from an elementary building to a secondary building. Any such change in Paraeducator hours will not have an adverse impact on benefits.

## **ARTICLE IX - REDUCTION OF PERSONNEL**

### **I. Layoff**

A. In the event there is a reduction of personnel within the bargaining unit, employees shall be reduced within the layoff groups as follows:

1. Accounts Payable
2. Administrative Secretaries/Secretaries/Financial and Payroll Assistants
3. Paraprofessionals/Paraeducators

Employees shall be reduced in order of inverse seniority within the layoff group being reduced, provided there is a more senior employee who has either previously performed satisfactorily in the position or possesses the minimum skills required and can demonstrate within a fifteen (15) work day trial period, the present ability to perform all of the duties of the position from which the less senior employee is reduced.

B. Procedure

1. Employees laid off from layoff groups 1 and 2 (Section A above) shall have the option to accept layoff or to exercise the right to displace the least senior employees from layoff group 2 and/or 3 (Section A above). An employee whose position is eliminated, or who is displaced due to reduction of personnel, shall have the right to displace a less senior employee (least senior) within the same classification who is working the same number of hours, or in the alternative the closest number of hours as the reduced employee or a lower paid classification, provided the employee has the qualification and ability to perform the duties of the position. For Transportation Paraprofessionals, see Article VIII.A., paragraph 4. A full-time (6.5 hours or more per day) employee will have the right to displace a less (least) senior full-time employee before part-time. Employees who exercise the right to displace and accept a position in the Paraprofessional or Paraeducator/Transportation Paraprofessional classification shall not lose their recall rights to their former classification. Reduction of personnel will be utilized when there are more employees than positions remaining. In the event that there remain the same number of employees within the bargaining unit as existing bargaining unit positions, the Employer will invoke involuntary transfer (Article VIII, C.) to avoid layoff, provided the employee is qualified for the position available.
2. When there are multiple layoffs, the highest senior laid off employee shall have the first choice of the lowest (least) senior positions; i.e. if the district eliminates four positions, the highest senior person whose job has been eliminated will have first choice of the four least senior positions for which she has qualified. It must first be established how many of the employees whose positions are eliminated will displace and how many wish to take the lay-off, per the following procedure:
  - a. The District shall first determine which positions are to be eliminated. The District shall identify the same number of least senior positions which will be possibly available for displacement, with the concurrence of the Association. A letter will be sent to those being displaced.

- b. The District shall send a letter to each employee whose job is to be eliminated to inform those employees that their job is to be eliminated. The letter shall indicate that the employee has the option of accepting the layoff, displacing a less (least) senior employee with similar hours, or displacing a less (least) senior employee with fewer hours. The letter shall include the list of the jobs possibly available for displacement in order of seniority. The jobs shall be identified by job title, number of hours, and building assignment.
  - c. Employees shall have at least 5 working days to inform the district of their choice of option (10 working days' notice will be given from July 1 – August 14).
  - d. Employees opting to displace shall set forth in writing to the District the list of possible available jobs, ranked in order of priority (preference) of the employee, with #1 being the most preferred.
  - e. Employees who have been displaced in the first round have the option of displacing an employee with less seniority per section 2 above if there is such an employee.
- C. Employees other than Paraeducators shall not be required to take a Paraeducator position as part of the layoff and recall process.
  - D. Persons laid off shall be given no less than 45 days' written notice of layoff.
  - E. All members in a layoff status have the same bidding rights as employed members.
  - F. All benefits of employment shall continue in effect until such time as an employee on notice of layoff actually misses her first day of work due to being laid off.

## **II. Recall**

- G. Employees shall be recalled to available positions according to the following procedure:
  - 1. Employees shall be recalled within their layoff group in order of greatest seniority, provided the most senior employee has either previously performed satisfactorily in the position or possesses the minimum skills required and can demonstrate, within a fifteen (15) work day trial period, the present ability to perform all of the duties of the available position. Once an employee has been recalled or involuntarily transferred, they will not have recall rights to their previous position except through the normal bidding process.
  - 2. If there are no laid off employees from the layoff group in which an opening occurs, laid off employees from other classifications will be recalled to the position in order of greatest seniority provided the most senior employee has either previously performed satisfactorily in the position or possesses the minimum skills required and can demonstrate, within a ten (10) work day trial period, the present ability to perform all of the duties of the position available.
  - 3. No person outside the bargaining unit shall be employed in a position which becomes available while bargaining unit employees are on layoff when there is an employee on layoff who applies and can qualify for the available position pursuant to provisions G.1. and G.2. of this Article. An employee shall be notified of recall by certified letter, or by telephone and regular mail. They shall respond to the notice within one (1) week of the receipt of said notice. Failure to respond and report shall constitute a resignation.
- H. Employees working 6 ½ - 8 hours per day when laid off may be required to accept a position between 6½ - 8 hours within their current classification for which they are currently qualified.

Other employees who work less than 6 ½ hours per day shall not be required to accept a position outside of their current classification or of lesser hours than worked when laid off, or for which they are not qualified. No employee shall lose their recall rights for refusing a position for previously stated reasons. 52 week employees may be recalled to less than 52 week positions in accordance with the above criteria.

#### **ARTICLE X - EVALUATION**

- A. The work of all employees shall be observed for evaluation purposes at least once each year. At least one such observation shall be made by the employee's immediate supervisor between October 15 and the end of the 1<sup>st</sup> semester of each school year, using the Evaluation Form as per Appendix B. This period will be extended in the event the supervisor and the employee have not worked together for at least a 30 calendar day period. Such observation shall be conducted openly with full knowledge of the employee and may be unannounced. The immediate supervisor shall meet with the employee within five (5) work days of the last observation for the purpose of discussing the written evaluation. Evaluations shall not be placed in employees' mailboxes in such a manner that they can be viewed by others. If, on the basis of an observation, the work of the employee is found to be unsatisfactory, the immediate supervisor shall make written suggestions for improvement. From the date of receipt of the written suggestions, the employee shall have a period of 60 calendar days to improve their work performance. After 60 calendar days, a follow-up observation shall be made. If this observation is found to be unsatisfactory, the employee may, within five (5) work days, request additional suggestions for improvement and another follow-up observation. This observation shall take place within 30 calendar days of receipt of the written suggestions for improvement. Upon the completion of the afore-stated evaluation procedures, the immediate supervisor may extend the period of evaluation and assistance and/or make any other recommendations to the Superintendent.
- B. All employees except Secretaries and Office Paraprofessionals shall be observed by their immediate supervisor at least 15 continuous minutes for the purposes of each evaluation. Each professional staff member to whom an employee is assigned shall submit in writing, when requested by the administrator/supervisor, further evaluative information which shall be attached to the employee's copy of the completed evaluation form and presented to the employee at the time of the evaluation meeting. This material shall be considered by the immediate supervisor in the evaluation process. In the event the employee disagrees with the information (as opposed to the opinion) provided by a professional staff member, the immediate supervisor shall, at the request of the employee, convene a meeting with said staff members for the purpose of discussing the issues of disagreement.
- C. Each employee shall have the right, upon their request, to review the contents of their own personnel folder on file in the Personnel Office. Material initiated by anyone other than the employee shall not be placed in the employee's personnel file without the prior knowledge of the employee. The employee shall have the right to attach comments to any material placed in the employee's personnel file. The date of inclusion shall be stamped on all materials placed on file in the Personnel Office. Records for review shall be made available in the Personnel Office and shall not be removed from said office. A representative of the Association may, at the request of the employee, accompany the employee in this review. The Superintendent or their employee must be present at such review. Removal or destruction of material contained in this file shall be grounds for immediate dismissal.

#### **ARTICLE XI - PROFESSIONAL GROWTH ON THE JOB**

- A. All employees are urged to seek ways of improving personal skills and job performance by training, by serving on committees, and by cooperating with school and civic projects.
- B. Employees shall be encouraged to participate in local, state, and professional organizations.

- C. It shall be the responsibility of the Association's Executive Board, upon written request from the employees, 14 calendar days prior to the conference, to request of the immediate supervisor attendance at job-related conferences. Expenses for said conferences shall be borne by the Board according to Board policy. Those attending shall be required to bring back such reports to the immediate supervisor as are deemed necessary.
- D. Any approved attendance at a conference or training program will be without loss of pay.
- E. The Association and the Administration agree to meet and confer to discuss the feasibility of in-service training for members of the Association.
- F. The Board shall pay the full fee for any job-related courses or programs attended by the employee which are either approved in advance by the immediate supervisor or required by the Board. For such courses or programs which are required by the Board, necessary expenses for meals, mileage, travel and/or lodging which are not pre-arranged by the employer will be reimbursed at a reasonable rate. Employees attending required courses or programs shall receive an advance allowance for non-prepaid expenses. The employees shall suffer no loss of wages while attending courses or programs required by the employer and will be paid the employee's regular hourly rate for the time in attendance at the course or program sessions if held during non-work hours of the employee. Such time shall be calculated with all other hours worked in the pay period for compensation purposes. If the employee, for good cause, is unable to attend any required course or program outside of normal working hours, he/she shall be excused from attendance.
- G. Lunch/Recess Paraprofessionals may be required to attend up to three (3) days of training offered to bargaining unit members on Professional Development Days related to dealing with student needs. Compensation shall be at the employee's regular hourly rate. Additionally, snapshot IEP's shall be made available for Lunch/Recess Paraprofessionals and Transportation Paraprofessionals, if available.
- H. Effective with the 2008-09 school year, the District shall reimburse each Employee for all costs and/or fees assessed for any training or testing which has been verified by the District's Superintendent as necessary to be compliant with the conditions of No Child Left Behind or successor law. Said cost cannot exceed \$125 per year. This training must be approved by the Superintendent or his/her designee.

## **ARTICLE XII - WORK SCHEDULE**

- A. An employees' normal work schedule shall be defined as one of the following:

Accounts Payable and Administrative Secretaries, (which include Secretaries for the following): Business Office, Central Office, Athletic Department, Payroll, Attendance, Curriculum and High School Principal. These employees are scheduled to work year round, with the exception of Christmas Break (except as noted in Article XVIII.E.) between 6-1/2 and 8 hours per day.

All other Secretaries will work from August 15 to June 30 of each school year (with the exception of Christmas Break and Spring Break). The starting and ending dates are adjusted as necessary to accommodate conflicts between start/end date and weekends. These employees will work between 6-1/2 and 8 hours per day. If the administrator's work year increases, the secretary's work year will be subject to increase by certified mail with 15 days' notice.

Office Paraprofessionals will work from August 15 for a minimum of 200 days or more (with the exception of Christmas Break, Spring Break, and Mid-Winter Break), adjusted as necessary to accommodate conflicts between start/end date and weekends. These employees will work between 6-1/2 and 8 hours per day.

Paraeducators and Classroom Paraprofessionals will work student days plus other days and time during the day for a minimum of 1260 hours per year. Dates and scheduled hours of in-service days will be agreed upon each year in August, and the content of the days will be established in collaboration with the Association. These employees will work between 6-1/2 and 8 hours per day.

Transportation Paraprofessionals will work student days plus up to three (3) additional in-service days. Hours may vary, according to the posted positions of bus runs/schedules and are subject to change.

Lunchroom/Recess Paraprofessionals will work student days for a minimum of 2 hours per day, plus up to three (3) additional in-service days. Refer to Article XI, Paragraph G.

Media Paraprofessionals will work student days only, and may be asked to work an additional four (4) days. These employees will work between 6-1/2 and 8 hours per day. With the prior, mutual agreement of the Hartland Affiliates Association, Media Paraprofessionals' positions may be posted as part-time, subject to the posting procedures per Article VIII.

The work schedule of all other Paraprofessionals will be mutually agreed upon between the Hartland Affiliates Association and Administration.

The normal work schedule may be extended by the immediate supervisor. Employees shall be given five (5) work days' notice of any change in their work schedule.

- B. Employees working six hours or more shall be entitled to one 15 minute relief period in the first half of the day and one 15 minute relief period in the second half of the day. Employees working less than six hours per day shall be entitled to one 15 minute relief period per day. Employees required to perform playground duty shall be given reasonable time for necessary change of clothing exclusive of relief time.
- C. For employees who work more than four (4) hours per day, time during the work day for a lunch period not to exceed 30 minutes shall be scheduled within one hour either way of the mid-point of the employees' work day. Upon approval of the employee's immediate supervisor, the lunch period may be extended when students are not in attendance without loss of pay for the extended period. During the lunch period, the employee may be required to attend to matters which must be handled at that time. Employees may be required to remain on the building premises during the lunch period and their whereabouts shall be made known to the immediate supervisor.
- D. Regularly scheduled part-time employees (not including volunteers, student workers, state or federal government project workers or employees who will be working for a ninety (90) calendar day period or less) will be included in the bargaining unit and subject to the following conditions:
  - 1. Part-time positions will be posted.
  - 2. Full-time positions in existence prior to July 1, 1991, will not be reduced from 6½ hours to less than 6½ hours.
  - 3. Holidays will be paid when the holiday falls on an otherwise regularly scheduled work day. A part-time, less than five (5) day per week employee will not receive additional compensation as a result of holiday pay.
  - 4. Employees working four (4) hours or less will not receive a lunch break.

**ARTICLE XIII - COMPENSATION**

- A. The wages of an employee shall be paid on a bi-weekly basis. The bi-weekly pay periods begin on a Monday and end on the second Sunday thereafter. The pay day shall be on the second Friday following the end of the pay period. Whenever a payday falls on a non-work day, every effort shall be made to have the employees receive their pay on the last work day preceding the payday.
- B. Employees shall be paid time and one-half for all authorized hours worked beyond eight (8) hours in any one day, and over 40 hours in any one week. Employees shall be paid time and one-half for all hours worked on Saturday and double time for all hours worked on Sunday and triple time for all hours worked on holidays. Any employee reporting for overtime duty beyond their normal work day or work week shall be guaranteed at least two (2) hours' pay.
- C. Employees shall have the right to refuse to work overtime. All extra hours shall be divided as equally as possible between the employees of each building and/or department according to their skills.
- D. In case of illness, employees who have worked at least three (3) hours shall be counted as present one-half day; the completion of six (6) hours shall be considered a full day of work. Employees scheduled to work less than eight hours per day shall be given credit for a full day worked at the completion of two-thirds of their regular daily hours.
- E. Whenever inclement weather days occur, Transportation Paraprofessionals, Lunch/Recess Paraprofessionals, and Paraeducators shall not be required to report for work, and shall be compensated for a full day's pay. In the event instructional hours must be made up at another time in order to receive state aid funding, the hours will be rescheduled and the above mentioned employees will work the hours without additional compensation. Employees in classifications 1 and 2 and Office Paraprofessionals shall be expected to report to work on the 3rd and every subsequent inclement weather day. Employees having worked at least 6 hours, or who are directed to go home by the Administration, shall be compensated for a full day's pay. Employees who are unable to come to work, or who independently decide to work less than 6 hours may supplement their hours to create a full day of compensation by use of the employee accumulated leave days or the employee may choose to take a day without pay (excluding accumulated sick leave days).

When students are sent home early from school for health and/or safety reasons, employees shall either be released early as soon as it is determined that they will not be transporting students back to the buildings or paid time and one-half for all hours worked the remainder of the day if required to remain thereafter.

- F. Employees shall receive reimbursement at the IRS standard mileage rate for use of a personal car on school business.
- G. Wage Increase: See Schedule A, page 24:

2008-2009	Increase will be the same as agreed to between the teachers and administration
2009-2010	Increase will be the same as agreed to between the teachers and administration
- H. Employees directed to perform a job function outside of their regularly scheduled work days shall be paid at their regular rate of pay for the hours worked, or a minimum of two hours, whichever is greater. Every effort shall be made by both parties to schedule the work at a mutually agreeable date and time.

## ARTICLE XIV – INSURANCE PROTECTION

The Board shall make payment of insurance premiums for insurance coverage as specified below:

- A. Health Insurance: The Board shall make payment of premiums for full family health insurance for 12 months for all employees who work six (6) hours or more per day.

### MESSA PAK Plan A

**HEALTH:** MESSA Choices II with \$5/\$10 prescription co-pay and \$200/\$400 deductible. Plan VX2 (abortion rider)

**DENTAL:** 80/80/80/80  
\$1,000 yearly maximum renewed every July  
\$1,000 lifetime orthodontic maximum

**LIFE INS:** \$10,000 with AD & D

**VISION:** VSP I

**DISABILITY:** 66 2/3 of maximum eligible salary  
\$2,000 monthly maximum  
30 calendar day modified fill  
Drug, alcohol, mental, nervous 2-year limit

The Board shall reimburse each covered employee for \$25.00 toward prescription co-pay. Payment for prescription co-pay and the \$200/\$400 deductible shall be made during January of each year or within 30 days of the employee's eligibility for health insurance.

### MESSA PAK PLAN B: For employees not electing health insurance:

**DENTAL:** 80/80/80/80  
\$1,000 yearly maximum renewed every July  
\$1,000 lifetime orthodontic maximum

**LIFE INS:** \$10,000 with AD & D

**VISION:** VSP I

**DISABILITY:** 66 2/3 of maximum eligible salary  
\$2,000 monthly maximum  
30 calendar day modified fill  
Drug, alcohol, mental, nervous 2-year limit

The Board will provide to those employees who work six hours or more per day and are not taking health insurance the same amount received in 2007-08 (\$636.02), that will be added to their paycheck once a month. This amount is based on an amount of cash equal to 10% less (using the annual single subscriber amount as the base) of the 2007-08 single subscriber rate for MESSA Super Care I Revision (old Super Care II). Any tax incidence due to the implementation of this provision shall be the responsibility of the employee, except the Employer shall be responsible for its share of FICA.

A cap of 35% of the prior year's total Board obligation within this section shall not be exceeded in any one year.

B. 125 Plan: The Board will make available a 125 plan that allows for medical reimbursement, contribution to health care premiums, and dependent care with pre-tax dollars.

C. Part-time Employees (working 20 hours, but less than 30 hours per week)

1. Health insurance benefits will be paid in accordance with the following:
  - a. Employees working less than 20 hours may enroll in group insurance. available through the employer at employee expense only, subject to the underwriting rules of the carrier.
  - b. Employees working 20 hours or more will receive life insurance and long-term disability insurance.
  - c. Employees working at least 20 hours but less than 30 hours per week will have pro-rated health insurance (e.g., 20 hours - 50% paid; 25 hours - 75% paid). Any necessary employee contribution toward insurance shall be made through payroll deduction. Said employees shall receive an amount of the \$200/\$400 deductible pro-rated accordingly (50% or 75%).
2. Dental insurance benefits for part-time employees working at least 20 hours, but less than 30 hours, will be prorated in accordance with the following formula: 20 hours per week – 41% district-paid, and 25 hours per week – 51% district-paid.

#### **ARTICLE XV - ILLNESS OR DISABILITY**

A. All employees shall be credited with sick leave days on the following basis:

Twelve (12) per year for 52-week employees and 10 per year for all other employees. Sick leave may apply to illness in the immediate household. In the event of serious family illness, paid leave may be used to care for a member of the family (see bereavement list, Article XVI.B.) and advanced as necessary, with prior approval at the discretion of the Superintendent or Superintendent's designee. The unused portion of such sick leave shall accumulate separately from year to year without limitation. If an employee does not finish their year of employment, the used unearned sick leave shall be deducted from their final paycheck.

- B. An employee who is unable to work because of illness or disability and who has exhausted all sick leave available shall be granted a leave of absence for up to one (1) year, and the leave may be renewed upon written request by the employee.
- C. An employee absent from work because of a communicable disease, (mumps, scarlet fever, chicken pox, pink eye, measles, scabbies or head lice) shall not be charged with loss of personal sick leave or loss of compensation not to exceed 20 days when there is a reasonable expectation that the disease was contracted in the course of employment.
- D. An employee shall suffer no diminution of sick leave allowance when a sick day is requested and school is called off on that day because of an act of God.
- E. An employee absent from work because of injury incurred at the site of employment shall not be charged with loss of personal sick leave for the seven (7) calendar days' interim before Workmen's Compensation begins. An employee absent due to a condition covered by Workmen's Compensation may elect:
  1. To receive Workmen's Compensation benefits only with no charge against sick leave; or
  2. To receive paid sick leave benefits on a pro-rated basis of the difference between the employee's normal pay and the amount of the Workmen's Compensation benefits or the exhaustion of the employee's paid sick leave accumulation whichever occurs first.

On-the-job injuries which arise out of and occur within the scope of employment and require recuperative therapy during the work day shall not be charged against sick leave nor shall the employee suffer a pay deduction for such work time lost.

#### **ARTICLE XVI - LEAVE DAYS**

- A. At the beginning of every school year, each employee shall be credited with four (4) days to be used for the employees' personal business. A personal business day shall be used only for matters of an urgent and crucial nature which require the personal presence and attention of the employee and cannot be attended to at an alternative time which does not interfere with the duties of employment and for which other leave is not available. An employee planning to use a business leave day shall request of their immediate supervisor at least one (1) day in advance, except in cases of emergency. The employee may be asked to explain the reason for any business leave requested for a work day immediately before or after a holiday, weekend, or vacation period.
- B. All employees shall receive up to four (4) work days' leave, if necessary with pay, without deduction from sick or personal business days, for each death in the family, to be used for any work days lost in conjunction with attendance of the funeral within the period of ten (10) days before and after the day of the funeral. Family shall be defined as: Mother, father, sister, brother, husband, wife, daughter, son, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or a member of the employee's household.
- C. Employees called for jury duty, or subpoenaed, shall be paid by the Board a sum to make up the difference between what they are paid by the court and their regular wage for the time they are required, by law, to serve. No employee shall suffer a loss of pay for serving on jury duty. An employee called for jury duty shall be paid regular wages for those days. Any compensation paid by the court to the employee shall be turned in to the Business Office for deposit in the general fund. In the event the daily compensation from the court exceeds the employee's normal daily wage, the employee shall turn into the Business Office only an amount equal to their normal daily wage. In most cases, expenses incurred in the serving of jury duty will be the responsibility of the court or employee, and will not be borne by the school district. However, if there are unusual expenses which are unavoidable and which are not reimbursed by the court, the employee may present a properly receipted request for reimbursement by the school district, which will be honored if approved by the Superintendent. All of the above shall apply only to days normally worked by the employee.
- D. The Association shall receive up to eight (8) unpaid days, and two (2) paid days each school year for officers or agents of the Association for the purpose of attending to business of the Association.

#### **ARTICLE XVII - UNPAID LEAVES OF ABSENCE**

- A. An employee on a leave of absence covered in this Article shall receive no pay or benefits for the workdays actually missed. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be counted the same as active service. An employee shall have the right to continue insurance benefits by means of direct pay, if approved through the insurance company.
- B. Application for leave shall be made in writing to the employee's immediate supervisor with copies to the Association and the Superintendent.
- C. An employee shall be granted a leave of absence, without pay, upon request, for a specified duration as requested up to one (1) year, for the purpose of Family Care Leave, or care of his/her newborn child, which may commence at any time prior to, during or upon recovery from disability. An employee

adopting an infant child, upon request, shall be granted a child care leave of absence, without pay, for the same duration which shall commence upon the date custody of the child is awarded to the employee.

- D. An employee shall be granted a leave to serve in public office, up to one (1) term in office.
- E. An employee employed for one (1) or more years may be granted a leave of absence for up to one (1) year for personal reasons.
- F. Leaves of absence for any other reasons may be granted at the discretion of the Board.
- G. An employee returning from a leave of absence shall be returned to the position from which he/she left if it still exists, subject to the respective seniority rights of employees according to the layoff and recall provisions of Article IX. After the initial year of leave, the position shall be posted as vacant and the employee returning from leave will be placed in an available position within the classification from which leave was taken. In the event no vacancy exists, the provision of Article IX shall be implemented.
- H. The Board may at its discretion grant or deny applications for extensions of leave previously granted and due to expire.
- I. Return from leaves: An employee will provide a minimum of thirty (30) working days' notice of intent to return from an absence of sixty (60) calendar days or more. An employee on a leave which will expire at the beginning of a subsequent school year must provide notice of intent to return during the preceding first week of June.
- J. Leave provisions of this Agreement shall be consistent with the requirements of the Federal Family and Medical Leave Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

## **ARTICLE XVIII - VACATION AND HOLIDAYS**

### **I. HOLIDAYS**

- A. Employees are entitled to the following paid holidays if they fall within their work year: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day, Memorial Day, Good Friday and the Fourth of July. If the teachers are given a paid Martin Luther King Day, the Affiliates will also be given this as a paid day. All employees must work the last working day before the holiday and the first scheduled day after, or have an approved paid or administratively approved day off on those days to draw holiday pay. No employee shall be eligible for holiday pay while laid off or on leave.
- B. All employees in classifications 1 and 2 and Office Paraprofessionals shall receive three (3) additional paid days per year, and all other employees shall receive one (1) additional paid day per year to be used during the Christmas or Easter Break. Any such day(s) may be used during other non-student days in lieu of Christmas/Easter Break with the approval of the supervisor.

### **II. VACATION**

- A. All 52-week employees who have completed one (1) year or more of continuous employment with the employer since their last hiring date shall receive vacation in accordance with the following schedule:

2 weeks with pay per year after 1 year of employment up to 5 years  
3 weeks with pay per year after 5 years of employment up to 10 years  
4 weeks with pay per year after 10 years of employment and over

- B. All employees who work 200 days or more, but less than 52 weeks will receive vacation in accordance with the following schedule:

1 week with pay per year after 1 year of employment up to 5 years  
2 weeks with pay per year after 5 years of employment up to 10 years  
3 weeks with pay per year after 10 years of employment and over

- C. All employees scheduled to work less than 200 days will receive vacation in accordance with the following schedule:

1 week with pay per year after 2 years of employment

- D. Fifty-two (52) week employees who begin their initial employment with the district as of July 1 of any year will start their first year of vacation eligibility as of their first date of work. Fifty-two (52) week employees who begin their employment at any other date will begin their second year of vacation eligibility as of the first July 1 of their employment, and the first year's vacation allowance will be pro-rated from the first date of work to the next June 30.

All other employees who begin their initial employment with the district as of the beginning of the work year will start their first year of vacation eligibility as of that first day of the work year and shall complete their first year of vacation eligibility as of the last work day of that work year. All other employees who begin their employment at any other date will begin their second year of vacation eligibility as of the first working day of the next work year and the first year vacation allowance will be pro-rated from their first day of work to the last scheduled working day of the work year.

- E. Vacations will be during the period when school is not in session, except by written permission of the immediate supervisor. Employees who work year round shall have the option to work during Christmas Break in years when the break includes more than seven (7) week days as follows: in years when Christmas Break includes eight to nine (8-9) weekdays, employees may work one day prior to Christmas Eve. In years when Christmas Break includes ten (10) or more weekdays, employees may work up to two (2) days prior to Christmas Eve. Employees who choose not to work shall not be denied the use of extra paid days, vacation, or unpaid days during this period. Vacations shall not accumulate from year to year. Vacations will be pro-rated to hours worked if less than a full day. The following will not apply to 52-week employees: vacations will be taken in blocks of five (5) days or more, except by written permission of the immediate supervisor.

- F. Employees shall be required to submit to the employer a written request indicating their proposed time off for vacation. If there are two or more employees who request the same vacation time off and both or all cannot be spared at such time, preference will be given to the employee with the greatest seniority. The employer must answer all employees' requests in writing for vacation leave within ten (10) calendar days of receipt of such request.

- G. If the employee is required to work their vacation period, they will be paid the amount they would have received for said vacation period or said vacation shall be scheduled at another time at the employee's option.

- H. If an employee is laid off, retired, or severs their employment, they will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from their vacation in the following year.

- I. In the event an employee on sick leave has exceeded their sick leave accumulated, they may utilize unused earned vacation as sick leave at the employee's option.

## **ARTICLE XIX - PROTECTION OF EMPLOYEES**

- A. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the employee of their rights and obligations with respect to such assault, and shall render assistance to the employee in conjunction with handling of the incident by law enforcement and judicial authorities, provided the employee is not in violation of any published Board policy or any published administrative regulation.
- B. If any employee is complained against or sued as a result of any action taken by the employee while in the scope of their employment, the Board shall provide legal counsel and render all necessary assistance to the employee in their defense, provided the employee has not violated any published Board policy or any published administrative regulation.
- C. Time lost by an employee in connection with any job-related incident mentioned in this Article shall not be charged against the employee, provided the time lost is not due to the misconduct or negligence of the employee.
- D. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.

## **ARTICLE XX - DISCIPLINE OF EMPLOYEES**

- A. An employee, upon request, shall be entitled to have present an Association Representative when the employee is being disciplined or questioned regarding a matter for which there is reason to believe that disciplinary action against the employee being questioned may result for any infraction of rules or delinquency in performance.
- B. Employees shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. This entails implementation of progressive discipline. Any such discipline, reprimand, or reduction in rank or compensation asserted by the Board or representative thereof shall be subject to the grievance procedure. No employee shall be disciplined in the presence of students or other employees. All information forming the basis for disciplinary action shall be made available to the employee and the Association.
- C. All documentation of disciplinary actions shall be expunged from an employee's personnel file after a two-year (2) period during which the same conduct has not been repeated.
- D. The provisions of this Article shall not apply to employees fulfilling the 60 working days probationary period.

## **ARTICLE XXI - GRIEVANCE PROCEDURE**

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that an employee believes there is a basis for a grievance, they shall, within five (5) work days of the date of the occurrence or event which gave rise to the grievance, first discuss the alleged grievance with their immediate supervisor either personally or accompanied by an Association Representative.

- C. If as a result of the informal discussion with the immediate supervisor a grievance still exists, the formal grievance procedure may be invoked on the form set forth in annexed Appendix C signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the immediate supervisor within ten (10) working days of the date of the informal meeting. If the grievance involves more than one supervisor or building, it may be filed with the Superintendent.
- D. Within three (3) work days of receipt of the grievance, the immediate supervisor shall meet with the Association's representatives in an effort to resolve the grievance. The supervisor shall indicate their disposition of the grievance in writing within five (5) work days of such meeting to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted within five (5) work days by the Association to the Assistant Superintendent of Personnel & Student Services or his/her designee shall meet with the Association's representative on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) work days of such meeting to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Assistant Superintendent of Personnel & Student Services, or if no disposition has been made within ten (10) work days of such meeting, the grievance shall be transmitted to the Superintendent within ten (10) work days by filing a written copy thereof. Disposition of the grievance in writing by the Superintendent shall be made no later than ten (10) work days thereafter in writing to the Association.
- G. The Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within 30 work days of the Superintendent's disposition or the deadline for the disposition.
- H. The arbitrator shall be selected according to the rules of the American Arbitration Association which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, ignore, modify, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree 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 parties.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- J. If an individual employee has a grievance which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Association, nor shall any disposition be inconsistent with the terms of this Agreement .

## **ARTICLE XXII - SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the Association President, Grievance Committee or designee and the employer or its designated representative upon the request of either party. Such meetings may be between at least two representatives of the Association and two representatives of management. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreed times. The members of the Association shall not lose time or pay for time spent in such special conferences.

### **ARTICLE XXIII - MISCELLANEOUS PROVISIONS**

- A. This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. 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.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees covered by this Agreement. New employees shall receive a copy of this Agreement upon employment. The Association shall receive 25 copies of this Agreement for its use.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

### **ARTICLE XXIV - CONTINUITY OF OPERATIONS**

The Association agrees that it, its officers, its agents or its membership shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Employment Relations Act.

### **ARTICLE XXV - LEAST RESTRICTIVE ENVIRONMENT**

Upon signing of this Agreement, the Employer shall immediately meet with the Association and fully advise it regarding the history and status of all current or prospective planning activities relating to the implementation of any state mandated programs that affect wages, hours, terms and conditions of employment which shall be subject to the negotiations process before such action is taken. (Examples: Site-based decision making, least restrictive environment, school improvement plan only to the extent that they affect wages, hours, terms and conditions of employment).

**ARTICLE XXVI - DURATION OF AGREEMENT**

This Agreement shall become effective upon ratification by a majority of the Board and the membership of the Association and shall continue in effect until the 30th day of June, 2010, at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

HARTLAND AFFILIATE ASSOCIATION  
MEA/NEA/ESP

HARTLAND BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

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Treasurer

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Treasurer

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Negotiator

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Trustee

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Trustee

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Trustee

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Negotiator

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Trustee

**SCHEDULE A**  
**2007-2008 AFFILIATE BASE SALARY**

Classification	Probationary Period	After Probationary Period	After 1 <sup>st</sup> Year Step 1	After 2 <sup>nd</sup> Year Step 2	After 3 <sup>rd</sup> Year Step 3	After 4 <sup>th</sup> Year Step 4	After 5 <sup>th</sup> Year Step 5	After 6 <sup>th</sup> Year Step 6
Accounts Payable	\$13.14	\$14.26	\$15.38	\$15.92	\$16.47	\$17.00	\$17.55	\$18.09
Administrative Secretaries	\$12.09	\$13.17	\$14.39	\$14.91	\$15.40	\$15.92	\$16.41	\$16.93
Financial Assistants	\$12.09	\$13.17	\$14.39	\$14.91	\$15.40	\$15.92	\$16.41	\$16.93
Secretaries	\$12.09	\$13.17	\$14.39	\$14.91	\$15.40	\$15.92	\$16.41	\$16.93
Parapro/Paraeducator	\$ 10.18	\$10.98	\$11.70	\$12.11	\$12.52	\$12.95	\$13.35	\$13.76

Salary increases for the life of this contract are based on the agreement between the teachers and administration for that year.

When an employee moves from parapro to secretary or from secretary to accounts payable, she will receive a 3.3% increase in the amount of the salary she earned in her previous classification during her probationary period. Following the probationary period she will receive the appropriate salary for the new position.

**LONGEVITY**

Both tiers of the Longevity Schedule will increase each year of the contract by the same percent the salary is increased for that year.

**Tier 1 Longevity Schedule for 2007-2008**

10 years	\$523.11
15 years	\$608.82
20 years	\$705.89

**Tier 2 Longevity Schedule for 2007-2008**

(Employees hired after 1/22/96)

10 years	\$261.56
15 years	\$608.82
20 years	\$705.89

After fifteen (15) years of service Tier 2 employees shall receive the Tier 1 longevity amount.

Longevity pay will be paid at the conclusion of each school year. A year is completed provided the employee starts prior to October 1 of any given school year. Employees terminating employment prior to the completion of the total school year would not be eligible for longevity pay. To qualify for longevity, the employee must have worked at least seventy-five percent (75%) of their scheduled time. Employees who worked less than seventy-five percent (75%) of their scheduled time will have their longevity payment prorated to reflect the percentage of scheduled time actually worked.

## AFFILIATE EVALUATION FORM

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NAME:

DATE OF EVALUATION:

POSITION:

LOCATION:

<b>RATING SCALE: E-Exceeds Expectations S-Satisfactory N-Needs Improvement D-Does Not Apply</b>
---

### **Employee Relations**

- \_\_\_\_\_ Employee demonstrates professional, courteous and respectful attitude towards staff, students, and the general public.
- \_\_\_\_\_ Employee maintains confidentiality at all times.
- \_\_\_\_\_ Employee understands and respects the channels of authority.
- \_\_\_\_\_ Employee actively works as part of a team.
- \_\_\_\_\_ When assistance is needed or required in order to get the job completed, the employee is willing to help out.

### **Job Performance**

- \_\_\_\_\_ Adheres to scheduled working hours and scheduled working days.
- \_\_\_\_\_ Employee effectively plans and organizes work.
- \_\_\_\_\_ Employee displays proper concern for quality and accuracy of completed work.
- \_\_\_\_\_ Daily tasks are done on time and with accuracy.
- \_\_\_\_\_ Seeks to improve job performance.
- \_\_\_\_\_ Can problem solve with changing demands on the job.

### **Relationship with Students**

- \_\_\_\_\_ Employee works and communicates well with students.
- \_\_\_\_\_ Employee uses vocabulary appropriate to the student's age and understanding.

Evaluation (continued)

**Areas of strength:**

**Areas for growth and/or improvement:**

\_\_\_\_\_ The overall evaluation has been found to be satisfactory.

\_\_\_\_\_ The overall evaluation has been found to be unsatisfactory.

Employee's Signature\* \_\_\_\_\_ Date: \_\_\_\_\_

\*Employee's signature confirms receipt of the evaluation.

\_\_\_\_\_ Employee agrees with evaluation.

\_\_\_\_\_ Employee disagrees with evaluation – Please comment.

Supervisor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX C

Grievance Report Form

Grievance # \_\_\_\_\_

Hartland School District  
GRIEVANCE REPORT

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance (cite provisions violated) \_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition of Supervisor \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

D. Position of Grievant and/or Association \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP II

A. Date received by Director of Personnel & Student Services \_\_\_\_\_

B. Disposition of Director of Personnel & Student Services \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant and/or Association \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Continued

STEP III

A. Date received by Superintendent \_\_\_\_\_  
Disposition of Superintendent \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Position of Association \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP IV

A. Date submitted to Arbitration \_\_\_\_\_

B. Disposition of Arbitrator \_\_\_\_\_

Signature of Arbitrator \_\_\_\_\_

Date of Decision \_\_\_\_\_

Additional Space for Reporting Statement of Grievance and/or Relief Sought

APPENDIX D

LETTER OF AGREEMENT

The Hartland Consolidated School District's Board of Education and the Hartland Affiliate Association /MEA/NEA hereby agree to the following:

Whereas Donna Anderson is a duly elected MEA/NEA Board of Directors member, the above named parties agree to grant Donna Anderson the right to use up to fifteen (15) leave days each year for the 2008-09, and 2009-10 school years required to fulfill her duties. These days shall not be charged to either the Association or Donna Anderson. The cost of each day's salary shall be borne by the Michigan Education Association.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

**APPENDIX E**

**LETTER OF AGREEMENT  
BETWEEN  
HARTLAND SCHOOLS & THE HARTLAND AFFILIATE ASSOCIATION**

Whereas both parties recognize the need to provide classroom assistance to teachers who have more students assigned to their classrooms than is allowed by the HEA contract; the following is hereby agreed to when a class overage occurs:

1. It is understood this is a temporary position that will be eliminated when the class size returns to an acceptable number, or at the very latest, at the end of the school year. The employee will work a total of 5 hours, 55 minutes per day, that will include 30 minutes for a lunch break. The exact schedule will be determined by an agreement between the building principal and the teacher of said class. Should the “specials” fall within the time that the classroom paraprofessional is scheduled to work, the paraprofessional will accompany the class to the “special”. Under no circumstances will the employee be eligible to receive insurance benefits. The employee will only work on the days when class is in session.
2. The parties agree to fill the position by the following procedures:
  - a. The position will first be offered by seniority to those Affiliates who are currently not working due to a lay-off. Said employee will return to lay-off status at the conclusion of the temporary assignment. Acceptance or rejection of the position will not adversely impact recall rights.
  - b. If the position is not filled by the procedure in “a” above, the lunchroom/recess paraprofessional who work within the building where the overage has occurred will then be offered the position according to seniority. Said employee’s lunchroom/recess position will be covered by a substitute for the time she is working in the temporary position. At the conclusion of the assignment, the employee will return to her lunchroom/recess paraprofessional position.
  - c. If the position remains unfilled, it will then be posted to the entire union as a temporary position. Any employee bidding on such a position will return to her previous assignment at the conclusion of this temporary position.
  - d. If the position remains unfilled, it will be filled by a temporary employee on a substitute basis.

\_\_\_\_\_  
Union

\_\_\_\_\_  
District

\_\_\_\_\_  
Date

EXHIBIT A

(Sample of assignment letter sent to Parapros hired before February 1, 1989 per Article VIII.H.)

July 9, 2008

This is to notify you of your assignment for the 2008-09 school year. It is detailed below:

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

Please report to your building on Wednesday, September 3, 2008 at 8:00 a.m. You will work at least 7 hours per day on days when school is in session. Your immediate supervisor, Mr. Livingway, will set your schedule for the year. Please contact me if you have any questions concerning this letter. I hope you have a wonderful summer!

Sincerely,

Scott VanEpps  
Assistant Superintendent of Personnel  
and Student Services

SV/pe

c: HAA  
Principals/Supervisors  
Personnel File

**TABLE OF CONTENTS**

Preamble .....	1
Statement of Compliance with Federal Law .....	1
I. Recognition.....	2
II. Definitions .....	2
III. Rights of the Board.....	3
IV. Association and Employee Rights .....	3,4
V. Association Dues, Fees and Payroll Deductions .....	4,5
VI. Qualifications and Classifications.....	6
VII. Seniority .....	6
VIII. Assignments, Promotions and Transfers .....	7,8,9
IX. Reduction of Personnel.....	9,10,11
X. Evaluation.....	11
XI. Professional Growth on the Job.....	11,12
XII. Work Schedule .....	12,13
XIII. Compensation .....	14
XIV. Insurance Protection .....	15,16
XV. Illness or Disability.....	16,17
XVI. Leave Days .....	17
XVII. Unpaid Leaves of Absence .....	17,18
XVIII. Vacations and Holidays.....	18,19
XIX. Protection of Employees.....	20
XX. Discipline of Employees.....	20
XXI. Grievance Procedure .....	20,21
XXII. Special Conferences .....	21
XXIII. Miscellaneous Provisions .....	22
XXIV. Continuity of Operations .....	22
XXV. Least Restrictive Environment .....	22
XXVI. Duration of Agreement.....	23
 APPENDIX	
A. Salary Schedule .....	24
B. Evaluation Form.....	25,26
C. Grievance Form .....	27,28
D. Letter of Agreement, Donna Anderson .....	29
E. Letter of Agreement, Class Overages .....	30
 EXHIBIT	
A. Paraprofessional Assignment Letter.....	31