

**HARTLAND**

**CUSTODIAL-MAINTENANCE**

**ASSOCIATION/MEA/NEA**

**2013-2018**

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## AGREEMENT

This Agreement entered into on this March 25, 2013, between the Board of Education of Hartland Consolidated Schools (hereinafter referred to as the "Employer") and Hartland Consolidated Schools Custodial-Maintenance Association MEA/NEA (hereinafter referred to as the "Union").

NOTE: The headings used in the Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

This Agreement supersedes and cancels all policies, practices and procedures written or oral between the parties and constitutes the entire Agreement. Both parties have had an opportunity to present all matters of concern in negotiations. Neither party shall be required to enter into negotiations on any item for the length of this Agreement unless mutually agreed.

## PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rate of pay, wages, hours, and other conditions of employment for the term of this Agreement of all full-time and part-time custodial/maintenance employees, excluding bus drivers, office clerical employees, administrative employees, supervisors as determined by the commission and all other school employees.

## ARTICLE 2 - DEFINITION OF EMPLOYEES

- A. The term employee and employees as used in this Agreement shall mean a regular employee or regular employees within the bargaining unit represented by the Union, except for irregular temporary employees and students who are excluded from the bargaining unit.

- B. The term "irregular temporary employee" as used in this Agreement shall mean an employee whose employment is either full or part-time but limited to a maximum duration of not more than 90 work days and for:
1. A specific project.
  2. The purpose of relieving regular staff members who are absent due to illness, leave of absence, or vacations.
  3. Augmenting the regular staff to meet requirements of the system.
- C. Irregular temporary employees shall not be used to deprive employees of ad hoc overtime opportunities that may arise from time to time. The use of irregular temporary employees shall not be the cause of any layoff or reduction in hours of regular employees. The Employer may use government-funded workers in the same manner and under the same conditions as irregular temporary employees. The Union will not withhold its concurrence without just cause. Additionally, irregular temporary employees, nor government-funded workers shall be used in consecutive 90 work day periods to do the work of a bargaining unit position that has been vacated by resignation, retirement, abandonment, discharge or quit, in order to avoid the posting and filling of that position according to the procedures of Article 20 of this Agreement.
- D. Use of Irregular Temporary Employees During a Layoff: If, after a layoff occurs, the District needs to augment the regular staff to meet requirements of the system, and there are bargaining unit members currently on layoff, the parties agree to allow the use of irregular temporary employees as follows:
1. Such work shall first be offered by seniority to laid off employees on the current seniority list. Acceptance of such work shall be voluntary. The recall rights of those currently laid off shall not be impacted in the event a laid off employee declines.
  2. Such work may be performed on a full-time basis by up to four (4) laid off employees.
  3. Employees who perform such work shall be considered in a lay-off status for the duration of the irregular temporary work, subject to recall to regular positions which may open. Upon termination of the irregular temporary job, the employee shall continue to be in a lay-off status.
  4. In the event there are not 4 laid-off employees who agree to accept irregular temporary work under this agreement, the District may hire from outside the layoff list to fill the remaining open positions. Employees hired from outside the list may be hired for a total of ninety (90) work days ~~only between May 1 and September 30.~~
  5. Irregular temporary work shall be compensated at a rate set by the district.
  6. The employment of irregular temporary employees to augment the regular staff shall not result in depriving current employees of normal overtime opportunities; nor shall it result in limiting the number of new positions or vacancies.
- E. The term "student employee" shall mean any student of Hartland Consolidated Schools employed as set forth above or on a work-study program.

### ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. 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 the laws of the state, the constitution of the State of Michigan and/or the United States. Such rights, duties shall include by way of illustration and not by way of limitation, the right to:
1. Hire qualified employees as may be required.
  2. The general care and custody of the schools and property of the district, and to make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district.
  3. Establish and carry on such grades, schools and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.
  4. 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 Schools.
  5. 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.
- B. 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.
- C. The Union recognizes that the Board has responsibility and authority to manage and direct, in 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 exercised by the Board in conformity with the provision of the Agreement.
- D. The Employer agrees to comply with all reasonable requests for information which the Union requests to process any grievance or complaint.
- E. The parties agree to comply with Omnibus Transportation Act.

#### ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES

- A. Union employees agree to uphold this Agreement, policies, rules, regulations and practices of the Board. Each employee accepts responsibility to strive for excellence in his work, and to take advantage of opportunities for continually improving his skills and relationship with his fellow workers and superiors.
- B. The President shall be allowed time off his/her job without loss of time or pay in accordance with the terms of this section to investigate grievances, attend disciplinary hearings, appeal hearings, special conferences and to discuss grievances with supervisors and/or stewards prior to reducing the grievance to writing, upon having received permission from the supervisor to do so.

At times which do not interfere with the normal operation of the school district, the supervisor will normally grant permission and provide sufficient time to the President to leave his/her work for these purposes. The privilege of the President leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of the above mentioned, and will not be abused. The President will perform his/her regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

- C. The Union shall have the right to use school facilities within established Board policy for building use.
- D. The Union agrees to supply all information which the Board requests to process any grievance or complaint.
- E. Nothing in this Agreement shall be construed to deny or restrict an employee's rights under the Michigan General School Law or applicable civil laws.

#### ARTICLE 5 - HEALTH - PHYSICAL EXAMINATIONS

In order to provide continuing health protection for students and employees, it shall be the policy of the Board that:

- A. Upon initial employment, each employee at Board expense will be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment.
- B. A health certificate to be secured at Board expense, from a mutually agreed upon physician, attesting to the continuing employability of the employee, must be presented to the Board once every five (5) years after initial employment.

- C. The Union and the Board jointly recognize that substance abuse and/or emotional distress may be a serious problem adversely affecting an employee's job performance. The parties further agree that the goal of the Board and the Union to provide an environment conducive to a high quality education program for students requires that employees report for work fit for duty and not in an impaired state.

The Board agrees that any bargaining unit member with a substance abuse problem, or who is suffering severe emotional distress, and who requests diagnosis or treatment will not jeopardize his/her job rights or job security because of such request and that such problems will be handled in a confidential manner. An employee may utilize paid leave days and/or vacation as necessary for such treatment.

When an administrator/supervisor observes a bargaining unit member experiencing difficulties in maintaining his/her performance and those difficulties, in the opinion of the administrator/supervisor, are due to substance abuse/emotional distress, he/she may discuss the apparent difficulties with the bargaining unit member at a specially scheduled conference. The bargaining unit member shall be afforded the right to have appropriate Union representatives(s) present at such interview, unless the employee waives his/her right to such representation.

The parties concern is limited to problems that cause poor attendance and/or unsatisfactory performance on the job and the Board shall expressly retain the right to direct and/or enforce appropriate employee conduct as determined by the Board.

#### ARTICLE 6 - UNION SECURITY - UNION MEMBERSHIP

The Employer and the Association have negotiated a separate agreement on agency shop (attached at the end) that, upon ratification, shall supersede the provisions of Articles 6 and 7. However, should the separate agreement be found to be unenforceable, then these provisions (Article 6 and 7) shall immediately return to being in full force and effect.

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union as established by the Union for the duration of the Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee established by the Union commencing thirty (30) days after the effective date of this Agreement and such conditions shall be required for the duration of the Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement and covered by the Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union as established by the Union for the duration of the Agreement commencing the 30th day following the beginning of their employment in the unit.



## ARTICLE 7 - ASSOCIATION DUES AND PAYROLL DEDUCTIONS

### A. Payment by Check-off:

Employees shall tender the monthly membership dues by signing the Authorization for Check-off of dues form.

Check-off Forms: During the life of this Agreement and in accordance with the authorization for payroll deduction form provided by the Association, the Employer agrees to deduct Union membership dues from the pay of each employee who executes or has executed the form.

### B. When deductions begin:

Check-off deductions under all properly executed Authorization for Check-off Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the first pay of the month and each month thereafter.

### C. Remittance of dues to Financial Office:

Deductions for any calendar month shall be remitted to the Association with a list for whom dues have been deducted within ten (10) days thereafter.

### D. Termination of Check-off:

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

### E. Disputes concerning membership:

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the employer and a representative of the Association, and if not resolved may be decided at the final step of the grievance procedure. No employee will be terminated during any internal Union appeal relative to the level of service fees.

### 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 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. 403(b) Plans

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The Board and the Association will work together to implement an IRS approved 403(b) Plan Program. This program shall include an IRS compliant Plan Document which may be administered by a third party administrator (TPA). The third party administrator with which the Board has presently contracted to perform support services in administering the District's 403(b) plan has not proposed to assess a fee to the Board, the bargaining unit members, or the 403(b) investment providers or sales agents for its services. Bargaining unit members will, however, be responsible for any costs or fees assessed by an investment provider and/or investment sales agent in connection with an investment selected by the bargaining unit member under the 403(b) plan. Should the current third party administrator or a future third party administrator propose to charge a fee for its services in administering the Plan, the Board will so notify the Association and provide the Association with an opportunity to bargain over the assessment of such fees to bargaining unit members and/or Plan investment providers/sales agents. The Plan Document, consistent with all legal requirements, has been provided for review and comment by the Association and was adopted by the Board prior to December 31, 2008. All bargaining unit members are eligible to participate in the Plan. The parties agree that MEA Financial Services, along with any other mutually selected investment providers, shall be named as a vendor in the 403(b) Plan Document, subject to the same terms and conditions applicable, now or in the future, to other approved vendors and as appropriate under IRS regulations.

Additionally, the Plan Document shall allow for:

1. Employer contributions, if mutually agreed upon.
2. "Catch up" contributions as defined by the IRS
3. "Hardship" withdrawals as defined by the IRS
4. The ability of an employee to request and receive a loan as appropriate under 403(b) regulations
5. Acceptance of contributions to the Plan from monies generated by liquidation of another Plan (i.e. "rollover").
6. An open enrollment period at least once each year that allows participating employees the ability to make changes in their deferral elections under the Plan.
7. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the Plan as soon as reasonably possible, but within fifteen (15) business days following the act of reduction of salary.

Any changes to the features of the Plan as described above will be mutually agreed upon by the Board and the Association. The Board will maintain the Plan in compliance with all applicable Internal Revenue Code Requirements and will give timely notice to the Association of any amendments to the Plan required for that purpose.

## ARTICLE 8 - STEWARDS AND ALTERNATE STEWARDS

- A. The building Stewards, during their working hours, without loss of time or pay, may in their own building for which they are responsible, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having received permission from his/her supervisor to do so. At times which do not interfere with the normal operation of the school district, the supervisor will normally grant permission and provide sufficient time to the Steward to leave his/her work for these purposes. The privilege of building Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; the building Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.
- B. The Union shall keep the Employer advised in writing of the names of all officers, stewards or alternate stewards.

## ARTICLE 9 - SPECIAL CONFERENCES

- A. Special Conferences for important matters will be arranged between the President and the Employer or its designated representative upon the request of either party. Such meetings may be between at least two (2) representatives of the Union and two (2) representatives of management. Arrangements for such Special 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 a Special Conference shall be confined to those included in the agenda.

Conferences shall be held at mutually agreed times. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a representative of the Association. The members of the Union shall not lose time or pay for time spent in negotiating sessions as an official member of the Union negotiating team. There shall be no more than three (3) Union members negotiating on company time at any one time.

- B. The Union representative may meet at a place designated by the employer on the employer's property for at least one-half hour immediately preceding the conference with the representatives of the employer for which a written request has been made.

## ARTICLE 10 - GRIEVANCE PROCEDURE

- A. A claim by an employee or the Union 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 a Union 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 Appendix C signed by the grievant and a representative of the Union. The grievance form should include an identification number as established by the Union, based upon calendar year and grievance number (e.g., 91-1, 91-2, 92-1). 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 Assistant Superintendent for Business and Operations.
- D. Within three (3) work days of receipt of the grievance, the immediate supervisor shall meet with the Union 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 Union.
- E. If the Union 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 Union to the Assistant Superintendent for Business and Operations. Within five (5) work days the Asst. Supt. for Business and Operations or his designee shall meet with the Union Steward on the grievance and shall indicate his disposition of the grievance in writing within ten (10) work days of such meeting, to the Union.
- F. If the Union is not satisfied with the disposition of the grievance by the Assistant Superintendent for Business and Operations, 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 Union.
- G. If the Union is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the ten (10) work day period, the Union may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within fifteen (15) 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 that shall likewise govern the arbitration proceedings. The Board and the Union shall not 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, ignore, modify, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator made within the scope of his authority under this Agreement. 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 that he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, the disposition of a grievance shall not be inconsistent with the terms of this Agreement.

## ARTICLE 11 - DISCHARGE AND DISCIPLINE

The right to discharge or discipline employees shall remain in the sole discretion of the Employer, but no discharge or discipline shall be made without just cause.

- A. Notice of discharge or discipline: The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the local unit's President or designee.
- B. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the President and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the immediate supervisor will discuss the discharge or discipline with the employee and the President.
- C. Appeal of Discharge or Discipline: Should the discharged or disciplined employee or the President consider the discharge to be improper, a grievance shall be presented in writing through the President to the immediate supervisor within three (3) regularly scheduled working days after receiving the grievance. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Level Two.
- D. Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor, for any employees initially hired prior to January 26, 2009, impose discipline on an employee for falsification of his initial Employment Application after a period of two (2) years from his initial date of hire.
- E. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, the employee shall be reinstated with full reimbursement of all compensation lost. If the employee shall have been found to have been improperly deprived of any compensation, the same or its equivalent in money shall be paid to them.

## ARTICLE 12 - SENIORITY - PROBATIONARY EMPLOYEES

- A. New employees hired in the unit shall be considered as probationary employees for the first **ninety (90)** calendar days of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.
- C. Seniority shall be on a bargaining unit wide basis in accordance with the employee's last date of hire. The seniority of part-time employees shall be prorated in relation to seniority acquired by full-time employees. Should two or more employees have a common date of hire, ranking among them shall be determined by first distinguishing between those who have past experience in custodial-maintenance work with the employer prior to their date

of hire and those who do not have such past experience. Those with such past experience shall be ranked above those who don't. Should two or more employees remain tied in rank within the two groups of those with past experience and those without, ranking among the tied employees within the respective groups shall be determined by ranking the employees according to the last four digits of their social security numbers. The highest four digits designate the highest rank position.

#### ARTICLE 13 - SENIORITY LISTS

- A. Seniority shall not be affected by the race, sex, marital status, or dependents of the employees.
- B. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- . The Employer will keep the seniority list up-to-date at all times and will provide the President with an up-to-date copy, annually or on request.

#### ARTICLE 14 - LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- A. He quits.
- B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. If he does not return to work when recalled from layoff as set forth in the recall procedure.
- D. Employees shall not accrue seniority during layoff but shall be frozen from the date of layoff.

#### ARTICLE 15 - SENIORITY OF OFFICERS AND STEWARDS

In the event of a layoff only, the unit's President and Vice-President shall continue to be employed as long as jobs remain in their classifications requiring their services. Stewards and the unit's secretary shall in the event of a layoff, be credited with one (1) year of additional seniority with regard to job retention, providing that they have the ability to do the work available. The steward shall add this additional year to his/her current seniority prior to utilizing his/her rights under Article 17 and the additional year shall be exclusively for the purpose of layoff and recall.

#### ARTICLE 16 - SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a reasonable period of time following the conclusion of negotiations.

## ARTICLE 17 - LAYOFF DEFINED

- A. The word "layoff" means a reduction in the working force due to a decrease of work, or lack of funds.

When a position is eliminated by the employer, the employee in the eliminated position is considered to be on a layoff. When a layoff occurs, the employee is in "layoff status". This is not to be interpreted to mean that the employee is automatically "on the street". The employee in "layoff status" has the option to use his/her seniority to bump a less senior employee in an equal or less classification in accordance with Article 17 B.

- B. If it becomes necessary for a layoff, the following procedure will be followed: "Irregular temporary employees", followed by probationary employees will be laid off first. Seniority employees will be laid off according to inverse seniority as defined in Article 12 C. and Article 15. In proper cases exceptions may be made. Employees laid off shall be allowed to use their seniority to bump less senior employees in equal or lower pay classifications provided they have the ability to perform the work of that classification (see AAA arbitration case #54 39000754 06, award dated 4-9-07). Disposition of these cases will be a proper matter for Special Conference and if not resolved, it shall then be subject to the final step of the grievance procedure.
- C. Employees to be laid off will have at least thirty (30) calendar days' notice of layoff. The President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D. Employees may accept a layoff voluntarily on a high seniority basis. Once laid off, the employee shall not be able to return to work except through the normal recall process. A laid off employee's name will be removed from the seniority list after a period of ten (10) years. Employees who are employed with the district or on the lay-off list as of January 26, 2009 shall be excluded.

## ARTICLE 18 - RECALL PROCEDURE

When the working force is increased or a vacancy occurs and there are employees on layoff, employees will be recalled according to seniority, as defined in Article 12 C and Article 15 according to the following procedure:

1. A new or vacant position shall first be posted internally for active employees, according to Article 20 A. Upon completion of the posting process, a qualified employee on layoff shall be recalled in order of seniority to the resulting vacancy.

In order to be deemed qualified the most senior employee on the recall list shall be offered the opportunity to take the qualifying tests, if not already qualified. Upon passing the tests, the employee shall be recalled to the position. Taking the tests is at the employee's option, and declining the opportunity shall not affect the employee's recall status.

2. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from date of mailing of notice of recall he shall be considered a quit.

3. No new employee shall be hired in a position until all laid off employees qualified to perform the position have been given an opportunity to return to active duty in that position.

#### ARTICLE 19 - TRANSFERS

If an employee is transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall not have accumulated seniority while working in the position to which he/she was transferred.

#### ARTICLE 20 - JOB VACANCIES, SHIFT PREFERENCE AND NEW POSITIONS

- A. Job vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of five (5) working days, setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the five (5) working days posting period. The senior employees applying and who meet the minimum requirements shall be granted a thirty (30) working day trial period to determine his ability to perform the job. The trial period for transfer within classification will be reduced to fifteen (15) working days.

The Employer shall reserve the right to utilize testing (practical/written) to determine qualifications, subject to the following conditions:

1. The Employer shall determine the passing score if a test is to be administered and include in the posting that a test is required, along with notice of what constitutes a passing score.
2. The Union President shall have the opportunity to review the test and offer recommendations.
3. The test shall be reasonably related to expected job duties.
4. The test shall be administered under uniform conditions.
5. Test results will be reviewed with the individual employee upon request.
6. The Employer agrees not to initiate written tests for custodian/head custodian positions.
7. If a test for a position is changed, any employee who has previously passed the test for a position but is not currently in the position for which the test has been changed, will be required to re-take the test to remain qualified for the position.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the employee with a copy to the President; in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure, at the Second Level.

- B. During the 30 working day trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the President. The matter may then become a proper subject for the Second Level of the grievance procedure.



- C. An employee reverting back to his/her former classification shall not be eligible for another trial period for six (6) months following his/her return.
- D. During the trial period, employees will receive the rate of the job they are performing.
- E. The District may add part-time employees to the workforce, limited to a ratio of one part-time employee to four full-time employees as follows: For the current work force of thirteen (13), three (3) part-time employees may be added. When the full-time work force reaches sixteen (16), a fourth part-time employee may be added. Part-time positions shall be defined as not less than four (4) hours and not more than six (6) hours per day. Employees in these positions are not eligible to receive health benefits. Part-time positions shall not replace any current bargaining unit positions. The District must maintain at least thirteen (13) full-time positions in order to add any part-time positions.

When possible, the District will give consideration for flexible hours in order to allow laid off employees to return to part-time positions.

- F. The District may add 44-week employees to the workforce. 44-week positions shall be defined as 44 consecutive weeks with eight (8) weeks off, unpaid: The District will determine the start and end dates for 44-week employees based on operational needs. Employees in these positions will earn 10 sick days, 4 personal business days, and one (1) week of vacation. Employees in these positions are eligible to receive health benefits. 44-week positions shall not replace any current bargaining unit positions.

- G. When it is known or expected that a head custodian will be off work for at least three (3) consecutive work days, the position and responsibilities will be filled as follows:

1. By choice, in order of seniority. If the most senior employee electing the position is on the day shift, he/she will change to the second shift if school is in session.
2. If no one within the building elects to assume the head custodian responsibilities, the most senior employee on the second shift in that building will be appointed.
3. If there are only two custodians working in a building, one on days and one on nights, the day person may assume the head custodian responsibilities without going on second shift.
4. All temporary vacancies in the head custodian position that are known or expected to exceed 60 calendar days will be posted as noted in Article 20, I.

Individuals assuming head custodian responsibilities under this section will receive head custodian pay for all days worked in that position.

- H. The parties affirm the mutual goal of encouraging and supporting active employees to train for higher skill jobs in the bargaining unit. To this end opportunities may be provided for employees to work with other employees for the purpose of upgrading job skills at the discretion of the maintenance supervisor, if and when it is operationally feasible. Such opportunity shall not be unreasonably denied.

- I. All temporary vacancies that are known or expected to exceed 60 calendar days (i.e., vacancies due to leave of absence and workers' compensation leaves) will be posted as "temporary vacancies" in accordance with the regular procedures found in this agreement. Temporary vacancies shall not exceed two (2) years.

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

When a temporary position becomes available and there are employees on lay-off, the following will apply:

1. The temporary vacancy will first be posted to active employees who can qualify for the position. It will then be posted to laid-off employees to be filled by seniority and qualifications. Acceptance of the position is voluntary and refusal shall not impact recall rights.
2. In the event of the return of the original employee, the temporary employee (if previously on lay-off) will return to lay-off status and does not have bumping rights.
3. A laid-off employee will accrue seniority while working in the temporary position and have all other rights of the contract.

Should the temporary vacancy become permanent, or if the two-year period should expire, the temporary assignments shall become permanent and the vacant position will be immediately posted in accordance with the regular procedures found in this Agreement.

The Employer shall only be required to post the original temporary vacancy, unless the temporary vacancy is known or expected to exceed 180 calendar days. One succeeding temporary vacancy will be posted, if one exists, as a result of the first posting being filled when the original temporary vacancy is known or expected to exceed 180 calendar days.

In the event an employee holding a temporary position successfully bids on a permanent vacancy, upon completion of any necessary trial period the last permanent position held by that employee shall be posted as a permanent vacancy. The vacated temporary position shall be promptly reposted as a temporary vacancy. A reposted temporary position will be only for the remainder of the temporary vacancy to finish out the temporary position as initially posted. The substitute will then be utilized to fill any subsequent temporary vacancy occurring as a result of the reposting.

A substitute may be utilized to fill an open position as a result of the temporary vacancy. During a lay-off a substitute may be used to fill such positions. A laid-off employee utilized in such a substitute position shall be paid at the rate of \$11.25 per hour, but shall not receive fringe benefits and not accrue seniority.

#### ARTICLE 21 - VETERANS - REINSTATEMENT OF

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

## ARTICLE 22 - EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
- B. Employees who are in some branch of Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay with the district when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

## ARTICLE 23 - LEAVE OF ABSENCE - WITHOUT PAY

- A. Applications for leaves of absence must be made in writing and submitted to the Superintendent of Schools or his/her designee with a 14-day notice. Said leaves are not to exceed one (1) year.
- B. Leaves of absence for a period not to exceed one (1) year will be granted for:
  - 1. Serving in any public or union elected or appointed position.
  - 2. Childbirth/child care leave in lieu of utilizing paid leave. Employees may at their discretion, elect to use their accumulated sick leave for the period of disability due to pregnancy or may choose to request a childbirth/child care leave without pay. Should an employee elect to use their accumulated sick leave during their pregnancy related disability or complications therefrom and their accumulation is exhausted, they will be placed on a leave of absence without pay for physical illness.
  - 3. Illness leave (physical or mental).
  - 4. Serious illness of a member of the immediate family.
  - 5. Military leaves to any employee who is inducted.
- C. Upon expiration of any of the above leaves of absence, the employee shall be returned to his or her former position within the bargaining unit. It is acknowledged that to accommodate return of the employee to his or her former position, the employer may utilize substitute employees for the duration of the leave as a specific exemption from the limitations of Article 2 - Definition of Employees.
- D. Leaves of absence may be extended for an additional twelve (12) months.
- E. In the event of an unpaid leave of thirty (30) calendar days or more employees shall not lose his/her seniority but seniority shall not accrue for the period of the leave.
- F. Employees shall not be eligible to receive or accrue any fringe benefits while on leave.
- G. Members of the Union elected to attend a function of the Association such as conventions or education conferences, shall be allowed time off without pay to attend such conferences and/or conventions.

- H. An employee on a leave of more than 60 calendar days will provide at least five (5) working days notice of intent to return. The employee may also elect to return prior to the scheduled expiration of the leave, provided the five (5) working day notice of intent to return is given. An approved leave of 60 calendar days or less shall be of a fixed duration and the employer may expect the employee to report at their normal time on the first workday following the last day of the approved leave.
- I. Leaves of absence for other reasons may be approved at the discretion of the Superintendent/Superintendent's designee and must be requested in writing.
- J. Leave provisions of this Agreement shall be construed consistently with the requirements of the Family & Medical Leave Act. However, if the leave provisions under this Article are more generous, this Agreement shall prevail. All such leaves may be concurrent with, and not in addition to, any other applicable leaves provided for in this Agreement.

#### ARTICLE 24 - UNION BULLETIN BOARDS

- A. The Employer will provide bulletin boards in each building that may be used by the Union for posting notices of the following types:
  - 1. Notices of recreational and social events.
  - 2. Notices of Union elections.
  - 3. Notices of results of Union elections.
  - 4. Notices of meetings.

#### ARTICLE 25 - RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation, through Special Conference.

#### ARTICLE 26 - JURY OR WITNESS DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. An employee who is subpoenaed to appear as a witness in a court proceeding to which he is not a party nor stands to benefit there from and which is not in conjunction with employment elsewhere will be paid the difference between the witness fee and his/her regular pay.

## ARTICLE 27 - EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications in their building and classification. Such overtime hours shall be offered according to seniority as follows:

1. Volunteers within the building and classification,
2. Volunteers outside of the building but in the same classification,
3. Volunteers from other classifications.

If nobody desires voluntary overtime hours, the Employer may then assign such hours as mandatory overtime hours according to inverse seniority as equally as possible among those employees in the effected building and classification.

For the purpose of this article head custodian and custodians shall be considered to be the same classification.

## ARTICLE 28 - COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

## ARTICLE 29 - SAFETY

The Board agrees to use its best efforts to see that reasonably safe working conditions are maintained at all times in the schools. It is agreed between the parties that their respective safety committees will meet at reasonable intervals of time for purposes of reviewing case histories of actual lost time accidents involving members of the unit and to consider recommendations and suggestions regarding existing and proposed safety rules. Employees willfully failing to comply with safety regulations shall be subject to disciplinary action.

## ARTICLE 30 - WORKING HOURS - SHIFT PREMIUM AND HOURS

- A. The first shift is any shift that regularly starts on or after 6:00 a.m., but before 10:30 a.m. The second shift is any shift that regularly starts on or after 10:31 a.m., but before 8:00 p.m. The third shift is any shift that regularly starts on or after 8:01 p.m. - but before 5:59 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.
- B. At times when school is not in session during school vacations, all employees may be assigned to the first shift.
- C. Employees shall be assigned to a regular shift. A shift once assigned shall not be changed to avoid the payment of overtime.
- D. A regular shift shall not exceed eight (8) hours per day.
- E. A regularly scheduled work week shall not exceed 40 hours.

- F. Employer shall have the right to assign work shifts/schedules that incorporate Saturday or Sunday as part of the regular work week (Sunday – Thursday, or Tuesday – Saturday) with no “premium” pay. The following qualifiers shall apply:
- No current employee will be forced to take an alternate schedule.
  - Thirteen (13) Monday-Friday positions shall be maintained.
- G. Notification time for a change in schedule will be fifteen (15) work days or a timeline agreed to by the employer and employee. Annual seasonal shift changes will require a five (5) work day notice. Individual requests to delay the implementation of the effective start date will be considered on a case by case basis.
- H. First shift employees regular day shift shall consist of eight and one-half (8-1/2) hours with a thirty (30) minute unpaid lunch period. Second shift employees shall work an eight (8) hour day with 30 minutes off for lunch included in the eight (8) hour period. Third shift employees shall work an eight (8) hour day with 45 minutes off for lunch included in the eight (8) hour period.
- I. Employees may take a 15 minute break in the A.M. and also a 15 minute break in the P.M., or the first half and second half of their regular shift, whichever may apply.
- J. An employee reporting for overtime duty shall be guaranteed at least two (2) hours' pay at the overtime rate per Articles 31 and 32.
- K. During the summer recess period, the Employer may implement shifts of ten (10) hours per day for a four (4) day, 40 hour work week that shall be four (4) contiguous days between Monday and Friday. Prior to designating the four (4) contiguous days for the shift, the Employer shall consult with the Union to determine the days most desirable for its operational needs.
- L. A Head Custodian may be assigned to the day shift for not more than two (2) weeks at a time, when mutually agreed by the head custodian and the supervisor, and such reassignment will not require filling of a temporary head custodian vacancy.
- M. Each week a Maintenance 1 or Maintenance 2 employee will be on-call to respond to alarms/calls concerning a problem at a District facility/building. The on-call employee must be available to respond as necessary to the site within forty-five (45) minutes and therefore must leave a telephone number where the employee can be reached at all times or carry a district provided pager.

Coverage for the week will be rotated among volunteers starting first with the most senior employee. In the event there are insufficient volunteers, coverage will be assigned and rotated by inverse seniority. An employee who wishes to swap on-call days or weekends with another employee due to a scheduling conflict must make the arrangements himself and notify all concerned. An employee who wishes to be removed from the rotational list shall notify the District in writing with at least one week's notice. An employee who wishes to return to the on-call rotation shall give a 30-day written notice of intent to return.

The Employee on-call will be paid a stipend of \$150 for the week; \$75 for the weekend and \$75 for the week days. In addition to the \$75 weekend stipend, if the employee is contacted to respond to an alarm or problem at a District facility/building the employee will be paid per Article 30, J. In addition the \$75 week-day stipend, if the employee is contacted to respond to an alarm or problem at a District facility/building the employee will be paid per Article 30, J. However, if there are multiple calls in one day, and the employee is still in the district, or if the employee lives in the district and has not yet returned home, the employee is not entitled to receive a minimum of two hours pay for each call.

Holiday on-call will be paid an additional \$15 per day if the holiday falls on a Monday-Friday.

ARTICLE 31 - TIME AND ONE HALF - Time and one half will be paid as follows:

- A. For all hours over forty (40) in one week.
- B. For Saturday as such.

ARTICLE 32 - DOUBLE TIME - Double time will be paid as follows:

- A. For all hours worked on Sunday.
- B. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

ARTICLE 33 - PAID LEAVE OF ABSENCE

- A. At the beginning of each fiscal year (July 1), the Board of Education will credit each employee with fourteen (14) days leave with pay, to be used for personal business or illness. Of the fourteen (14) days, a maximum of four (4) days may be used for personal business annually. Personal business days are to be used for situations of an urgent and crucial nature which require the personal attention of the employee and cannot be attended to at alternative times that do not interfere with the duties of employment and for which other leave is not provided in this Agreement.

No two business days may be taken consecutively, or on a day prior to, or following a vacation period. In each case of death in the immediate family, an additional four (4) days will be granted with pay. A maximum of fourteen (14) sick days shall be accumulated from year to year. Definition of immediate family: Mother, father, brother, sister, wife or husband, son or daughter, step-child and adopted children of a current marriage, grandparents, and grandchildren, mother-in-law and father-in-law of a current marriage, brother-in-law and sister-in-law of a current marriage, son-in-law and daughter-in-law of a current marriage or a member of the employee's resident household.

In the event of serious family illness, paid leave may be used to care for a member of the immediate family, and advanced as necessary, with prior approval at the discretion of the Superintendent or the Superintendent's designee.

For any employee who has hospital days, such days shall be transferred to their personal sick leave bank on a one-for-one basis (one hospital day = one sick day).

- B. Employees shall be allowed two (2) hours off with pay to attend the funeral of a then current member of the bargaining unit. The Employer reserves the right to limit the number of employees being allowed the two (2) hours off if the Employer has special operational needs.
- C. 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 Worker's Compensation begins, except as provided below when Worker's Compensation benefits revert to the first day of absence. An employee absent due to a condition covered by Worker's Compensation may elect:
  - 1. To receive Worker'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 Worker's Compensation benefits until the employee is released to return to work 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.
- D. The Union shall receive the use of five (5) total days per year to attend union conferences and training. The first two days are to be paid by the district. The remaining three days will come from the leave bank of the union officer who is using the day.

#### ARTICLE 34 - HOLIDAY PROVISIONS

- A. The paid holidays are designated as: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, and New Year's Eve respectively. Employees will be paid their current rate based on their regularly scheduled work shift for said holidays. Probationary employees shall not be eligible for holiday pay.
- B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- C. Except in the event a holiday falls during the time school is in session, the holiday will be observed in accordance with the school calendar.
- D. The Employer may use substitute custodians on weekday holidays in the Cromaine Library and the Community Education Building.



ARTICLE 35 - VACATION ELIGIBILITY

For the purpose of qualification for vacation credit, all employees shall be considered to have a common anniversary date (July 1). Employees with less than one (1) year's service on that date, however, shall be eligible and receive a proration of vacation, in accordance with their hours and months worked since initial date of hire. Thereafter, employees shall be credited with vacation in accordance with the following schedule, and the common anniversary date, i.e., each successive common anniversary date occurring during an employee's employment shall constitute one (1) additional year's service:

|                        |       |                        |
|------------------------|-------|------------------------|
| One (1) year           | ----- | One (1) week           |
| Two (2) years          | ----- | Two (2) weeks          |
| Five (5) years         | ----- | Three (3) weeks        |
| Ten (10) years or more | ----- | Four (4) weeks maximum |

ARTICLE 36 - VACATION PERIOD

- A. Vacations will normally be granted during school vacation periods, subject to the efficient operation of the schools. When school is in session vacations will only be granted for up to one (1) maintenance and two (2) utility employees at the same time, additional employees may be approved at the discretion of the Maintenance Supervisor or designee. Vacations during the two weeks prior to the start of school each year will not be approved, except in the event of extenuating circumstances at the sole discretion of the Superintendent or the Superintendent's designee.

Employees having vacation days may use those days during school vacation periods, or other periods of the year, provided such use does not interfere with the efficiency of the custodial-maintenance operations in the schools.

Three times each year the Employer shall post available vacation periods for the use of vacation. The posting period for the months of March through June shall be the month of January. The posting period for the months of July through October shall be the month of May. The posting period for the months of November through February shall be the month of September. Employees are encouraged to bid on the vacation period of their choice during the open posting period to ensure priority selection over those employees who desire vacation but do not indicate their choice during the posting period. Employees will be granted the vacation period of choice based on seniority first from those who used the open posting period and second from those indicating a choice outside of the posting period. Vacation awarding is subject to the operational feasibility of the employee's absence. All vacations not scheduled during the posting periods will require a written notice of five (5) work days. Exceptions will be considered on a case by case basis.

- B. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

- C. A vacation may not be waived by an employee and extra pay received for work during that period. Vacation time not used during the year following the year it was earned shall be forfeited with the exception that employees may carry forward up to five days from year to year, however, these additional days must be used by the conclusion of their fifth year of employment. Employees who exceeded the limited accrual that took effect July 1, 1989 shall be allowed to maintain the same amount of accrued vacation as they had on June 30, 1989.
- D. If an employee is laid off or retired, or severs his/her employment, he 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 his vacation the following year.
- E. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.
- F. An employee on vacation shall not be charged vacation days for sickness or illness as certified by a physician or death in the immediate family which occur during a vacation period, provided that the employee has paid leave days pursuant to Article 33 against which the days may be charged.

ARTICLE 37 - INSURANCE PROTECTION

Pursuant to the authority set forth in Section 1255 of the School Code of 1976, as amended, the Board agrees to furnish for all full time maintenance-custodial employees the following insurance coverage.

- A. Effective July 1, 2013 through December 31, 2013: The Board shall make payment of insurance premiums to assure insurance coverage for each employee from MESSA for the Choices II medical insurance program (PAK A) described in paragraph B below.

Effective January 1, 2014, the Board shall make payment of insurance premiums to assure insurance coverage for each employee from MESSA for either the ABC 1 medical insurance program or the MESSA Choices II (Plan Choice 2 PAK A) described in paragraph B below.

The Board shall pay the following annual amounts towards the total cost of the PAK A medical premium and FSA or HEQ (Health Equity) HSA funding described below for each plan year:

Beginning July 1, 2013:

- \$ 5,692.50 times the number of employees with single coverage
- \$11,385.00 times the number of employees with individual and spouse coverage
- \$15,525.00 times the number of employees with family coverage

- These annual Board paid amounts shall automatically adjust each plan year (July 1) by the change in the medical care component of the United States consumer price index as defined in PA 152 for the period ending the immediately preceding October 1.

- These Hard Cap contributions shall reflect the actual MESSA billing census.
- The Board shall first make payments up to the hard cap total towards the medical premium.
- Effective July 1, 2013, when the total medical premium cost is less than the total hard cap, the Board will provide the difference to each members' Flexible Savings Account (through December 31, 2013) or HEQ HSA (beginning on January 1, 2014) on a ratio determined by the HCMA.
- Effective July 1, 2013, when the total medical premium cost exceeds the total hard cap, the remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. Each employee's monthly contribution towards medical premiums shall be determined annually after the bargaining unit's open enrollment.
- The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from each paycheck for the remaining pay periods into a qualified Section 125 Plan, using pre-tax dollars. The Board's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.
- Employees may contribute, through payroll deduction and electronic transfer additional money towards their FSA or HEQ HSA up to the maximum amounts allowed by Federal law.
- The parties understand that in the event the minimum IRS Health Saving Account deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will be automatically adjust to meet the federal minimum requirement.

All other non-medical PAK A and PAK B benefits described in the Collective Bargaining Agreement shall continue to be fully paid by the Board.

The parties understand that if not already in the plan offered a plan will be made available by the required date to meet requirements of the Federal Affordable Care Act.

- B. The plan(s) and provisions listed below will be in place unless the parties agree to an alternate plan(s) based on competitive bids received in compliance with PSA 106.

The plans and provisions listed below shall be incorporated into the following MESSA PAK Plan. Each eligible employee shall select either PAK A or PAK B.

**Effective July 1, 2013 through December 31, 2013:**

**PAK A: For those taking health insurance**

MESSA CHOICES II, \$500/\$1000 deductible, \$20 office visit, Saver RX (XVA2 rider)  
Dental: 80/80/80, \$2,000 annual maximum  
Vision: VSP 2 - Silver  
Long Term Disability Insurance: 66 2/3; 5,000 monthly maximum; 90-day wait  
Life Insurance: \$20,000

**PAK B: For those not taking health insurance**

Dental: 80/80/80, \$2,000 annual maximum  
Vision: VSP2 - Silver  
Long Term Disability Insurance: 66 2/3; 5,000 monthly maximum; 90-day wait  
Life Insurance: \$20,000

**Effective January 1, 2014:** Each eligible employee shall select either PAK A or PAK B from one of the two plan choices listed below:

**PLAN Choice 1:**

**PAK A – for employees taking health insurance**

MESSA ABC PLAN 1 - \$1250/\$2500 deductible, ABC RX, (XVA2 rider)  
Dental 80/80/80/, \$2,000 annual maximum  
Vision VSP-2 Silver  
Long-term Disability 66 2/3%  
\$5,000 monthly maximum  
90-day wait  
Life Insurance \$20,000

**PAK B – For employees not taking health insurance**

Dental 80/80/80, \$2,000 annual maximum  
Vision VSP – 2 Silver  
Long Term Disability 66 2/3%  
\$5,000 monthly maximum  
90-day wait  
Life Insurance \$20,000

**PLAN Choice 2:**

**PAK A – for employees taking health insurance**

MESSA Choices II, \$500/\$1000 deductible, \$20 office visit, Saver RX (XVA2 rider)  
Dental 80/80/80, \$2,000 annual maximum  
Vision VSP – 2 Silver  
Long Term Disability 66 2/3%  
\$5,000 monthly maximum  
90-day wait  
Life Insurance \$20,000

**PAK B – for employees not taking health insurance**

Dental 80/80/80, \$2,000 annual maximum  
Vision VSP – 2 Silver  
Long Term Disability 66 2/3%  
\$5,000 monthly maximum  
90-day wait  
Life Insurance \$20,000

- C. The Board will provide to those employees who choose to not take health insurance (Plan A), an amount equal to the Board paid single subscriber premium for MESSA Choices II, \$500/\$1000 deductible, \$20 office visit, Saver RX Plan XVA2-abortion rider, (for employees hired before 7/1/95) that will be added to their paycheck once a month. 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. Employees will be allowed to return to the health insurance at any time allowed by the health insurance carrier underwriting rules.

For Employees hired after 7/1/95 the Cash-in-lieu Schedule is as follows: 70% of single subscriber rate for MESSA Choices II, \$500/\$1000 deductible, \$20 office visit, Saver RX Plan XVA2-abortion rider.

**ARTICLE 38 - ALCOHOL AND CONTROLLED SUBSTANCES**

The school district has a strong commitment to its employees to provide a safe work environment. Industry requires that personnel, equipment, as well as operating practices be consistent with high standards of health and safety. While the school district has no intention of intruding into the private lives of its employees, it expects all employees to report for work in a condition to safely perform their duties. The presence of drugs or alcohol on the job and the influence of these substances on the employees during work hours are inconsistent with these objectives.

- A. Drug Policy:  
The use, possession, distribution or sale of illegal or unauthorized drugs by bargaining unit employees while engaged in school district business or on school property will be in violation of this policy and subject to disciplinary action up to and including immediate discharge. Illegal or unauthorized drugs include any substance that affects the body as a narcotic, depressant, stimulant, hallucinogen or cannabinoid.
- B. Prescription and Over the Counter Drugs:  
Prescription drugs taken pursuant to a physician's instructions, or over-the-counter drugs taken in recommended dosages and in accordance with cautionary statements, are excluded from the definition of "illegal" or "unauthorized" drugs. However, it is the employee's responsibility to notify the supervisor when taking any medication that may impair judgment or performance or otherwise adversely affect physical or mental function or ability. Any prescription or over-the-counter drug used by an employee shall be contained in the container it came in. The employer reserves the right to determine through its own medical practitioner whether use of said medication is consistent with this policy. Further, at the discretion of the employer, the employer may move the employee to a more suitable position, grant the employee a leave of absence, or take whatever action the employer deems appropriate to promote safety and efficiency.
- C. Alcohol Policy:  
The presence of alcohol in the person's system shall be considered a violation of this policy and may result in discipline up to and including immediate discharge.
- D. Searches:  
The employer may conduct searches of employees for drugs or alcohol if the employer has reasonable suspicion to believe the employee is in violation of the drug and alcohol policy. Searches include, but are not limited to luggage, lockers, lunch boxes, clothing, billfolds, purses, toolboxes, vehicles, and parcels located on district property. Refusal of an employee to consent to such a search shall be grounds for discipline up to and including discharge.
- E. Drug/Alcohol Testing:  
All employees are subject to random testing. Further, employees may be tested in the event the employer has reason to believe the employee is in violation of this policy.

#### Article 39 – EVALUATIONS

- A. The work of all employees shall be observed for evaluation purposes no more than twice each year, in August and/or February. All monitoring or observation of the work of each employee shall be conducted in person and with full knowledge of the employee. Evaluations shall be by personal observation by the employee's immediate supervisor.
- B. In July of each year, or upon initial employment, each employee shall be presented a copy of the Employee Evaluation form (see Appendix B) which shall contain the specific criteria upon which the employee will be evaluated. This form is the only authorized form for conducting evaluations.

- C. Written Evaluations: A written evaluation shall be completed for each employee at least once per year. All "Needs Improvement" and "Unsatisfactory" ratings require written comment from the evaluator. In addition, all "Unsatisfactory" ratings require a Performance Improvement Plan. The Performance Improvement Plan shall set forth in specific terms the reasons for the "Unsatisfactory" rating, an identification of the ways in which the employee is to improve, and the assistance to be given by the employer towards that improvement. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Evaluation Conference: Following each formal evaluation, which shall include a conference with the evaluator; the employee shall sign and be given a copy of the completed Employer Evaluation Form. In no case shall the employee's signature be construed to mean that he/she agrees with the content of the evaluation. An employee may submit additional comments to the Employee Evaluation form if he/she desires. All written evaluations are to be placed in the employee's personnel file.
- E. Termination: In the event an employee is not continued in employment, the Employer will advise the employee of the specific reasons thereof in writing with a copy to the Association.

#### ARTICLE 40 - MISCELLANEOUS PROVISIONS

- A. Protective Clothing:
- If an employee is required to wear protective clothing or any type of protective device or equipment as a condition of employment, such shall be furnished by the Employer. The cost of maintaining the protective clothing, device or equipment in proper working condition shall be paid by the employer.
- The Employer shall provide, annually, five changes of a uniform top (shirt/smock at the employee's option) which employees will be expected to wear except during periods when excused by the supervisor. Uniform styles will be selected by the Employer after discussion with the Union. Care and maintenance of uniforms shall be the responsibility of the employee.
- B. Pensions:
- The pension provisions now in effect for employees covered by this Agreement shall be continued.
- C. Separability Clause:
- This Agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement of either or both of the parties at the time they negotiated or signed this Agreement.
- This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged practices, between the parties. Any amendment, or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

D. No-Strike Clause:

The Union shall not engage in, assist or promote any strike, work stoppage or any other concerted action during the life of this Agreement. The Hartland Board of Education will not lock out the employees for any reason during the life of this Agreement.

E. Act of God Days:

Employees shall not be expected to report for work, nor shall they suffer loss of time or pay for the first two Act of God days on which school is scheduled, but closed. Employees called in for snow removal or other special work on those first two days will receive their hourly rate in addition to their regular pay. After the second Act of God day of the school year employees will be expected to report for work on any subsequent Act of God day and will be paid their normal hourly rate of pay for all hours worked that day. An employee who is unable to report due to weather conditions shall notify the supervisor as soon as possible and may use a personal business day or vacation day for that day, or in the alternative, receive no pay for the day.

F. The parties affirm the mutual goal of encouraging and supporting active employees to take training/classes to enhance employee skills. To this end the district will meet annually with the union to discuss areas of need. The District will commit money for reimbursement for training in these areas if and when it is operationally and fiscally feasible. Such opportunities shall not be unreasonably denied. Employees who have gained new skills as a result of their training that will allow them to work out of their classification, could be assigned to perform this skill for up to 40% of the time within a pay period without receiving extra wages. Should an employee be assigned to work more than 40% of the time in a pay period, he/she will be paid at the appropriate higher rate of pay only for the additional time over 40%. The following steps must be followed for reimbursement to occur:

1. The employee will submit the following information to the Director of Operations:
  - a. written request from the employee explaining the benefits of the training
  - b. course description from the school to include meeting times
  - c. breakdown of the cost the employee is requesting for reimbursement
2. The employee's request will be reviewed and it will be determined if the request is appropriate and feasible.
3. The District will give the employee its decision in writing. If approved, the District will include the amount to be reimbursed.
4. The employee may take the course.
5. Upon completion of the course, written documentation/transcripts must be submitted verifying successful completion of said course. College courses require a C or better to be considered successfully completed.
6. Upon successful completion of the course the district will submit the agreed upon reimbursement amount.
7. Disposition of these cases will be a proper matter for Special Conferences per Article 9. If not resolved, the case shall then be subject to the final step of the grievance procedure. Said Special Conference shall be requested in a timely manner.



#### ARTICLE 41 - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 2018.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice; this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- C. If notice or amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to: Michigan Education Association, 3399 E. Grand River, Suite 203, Howell, MI 48843-7555; and if the Employer, addressed to: Hartland Consolidated Schools, 9525 Highland Road, Howell, MI 48843, or to such address as the Union or the Employer may make available to each other.

ARTICLE 42 - EFFECTIVE DATE

This Agreement shall become effective as of its date of execution, March 25, 2013 in its entirety and shall remain in effect until June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION: (MEA/NEA)

FOR THE EMPLOYER:

\_\_\_\_\_  
President/  
Negotiator

\_\_\_\_\_  
President

\_\_\_\_\_  
Negotiator

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

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Staff Representative  
MEA/NEA

\_\_\_\_\_  
Trustee

APPENDIX A 1

CLASSIFICATIONS AND RATES - UTILITY/MAINTENANCE SCALE  
2012-13 SCHOOL YEAR,

| POSITION         | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|------------------|--------|--------|--------|--------|--------|--------|
| Maintenance 2    | 14.42  | 15.52  | 16.50  | 17.46  | 18.43  | 19.41  |
| Maintenance. 1   | 12.85  | 13.83  | 14.69  | 15.56  | 16.43  | 17.29  |
| Utility/Delivery | 11.90  | 12.82  | 13.61  | 14.41  | 15.21  | 16.01  |

2013-2018: Same percentage change and concessions/deviations agreement as calculated by the 2013-2018 Teacher Agreement and attached as Appendix A2

LONGEVITY SCHEDULE

AFTER 10 YEARS           \$375  
AFTER 15 YEARS         \$750

Note: Years of service, not seniority date

Longevity pay will be paid at the conclusion of each school year. A year is completed provided the employee starts prior to August 1 of any given school year. Employees terminating employment prior to the completion of the total school year (June 30) 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 (75%) of their scheduled time will have their longevity payment prorated to reflect the percentage of scheduled time actually worked.

The Employer will contribute the full cost of retirement premiums in accordance with the Michigan Public School Employees' Retirement Law.

In the event snow plowing occurs outside the employee's regularly scheduled hours, the employee shall be paid at the maintenance-snow plowing classification rate of \$17.50 per hour. Ordinarily this work shall be performed by M<sup>1</sup>, M<sup>2</sup> and utility personnel. Further, since the employee will perform the work on an overtime basis, the proper premium rate shall apply under Articles 31 and 32. Snowplowing done during the employee's regular work day shall be compensated at the employee's regular rate of pay.

APPENDIX A2  
Conditions and Deviations

HARTLAND CONSOLIDATED SCHOOLS  
AND  
HARTLAND EDUCATION ASSOCIATION/MEA/NEA

Re: 2013-2018 Collective Bargaining Agreement

It is the mutual intent of the parties to work in a collaborative fashion to maintain the financial integrity of the school district during a time of financial hardship at a minimum impact to the wages, benefits, and working conditions of HEA members. As such, the following represents the parties' best efforts to fashion solutions to problems which may arise in the future. The parties hereby affirm their commitment to work together on an ongoing basis to achieve their mutual intent.

As a result, the parties seek to find ways to avert or cushion a shortfall with the understanding that dealing with such a shortfall at this time averts a greater crisis in the future. The parties understand that the amount of shortfall depends on factors including but not limited to base foundation allowance, various per-pupil revenues (i.e. Sec. 147A MPSERS Cost Offset, Sec. 22J Performance-Based Funding), student count, student/staff ratio, and benefit costs. For purposes of this agreement, the parties agree to base necessary cuts on an agreed upon dollar amount (target reduction figure) to be increased or decreased subject to increase or decrease in base criteria. Base criteria shall include but not be limited to base foundation allowance and other per-pupil payments, health insurance premium, enrollment numbers, and retirement rate. The parties agree to meet monthly, unless otherwise agreed upon, to monitor and set the initial target reduction figure (equal to the proportionate percentage of teacher salary to total district salary, based on previous year's actual expenditure) applied to the amount considered to be necessary for district-wide reductions. For example, if the total district target reduction figure is \$3,500,000; then the HEA obligation will be 71% of that total, or \$2,485,000.

As a basis of discussion, the parties will initially determine what modifications need to be made to achieve the goal of a fund balance of 5.0% in the coming year. The target reduction figure shall be amended based on projected increases and decreases in revenues and expenditures. Reductions shall be achieved through some or all of the enumerated items which follow. In the event the target reduction figure cannot be met based on concessions included in this agreement, the parties will meet to determine the type and number of concessions.

The parties agree without reservation that the enumerated items which follow are not desirable nor do they represent the standards to which Hartland Consolidated Schools holds itself. In the event that the following reductions must be made, the parties commit their resources and energies to make all possible attempts to return to current standards or standards that exceed those currently in place as soon as possible.

- A. In the event the net foundation allowance/per-pupil payments are reduced from the previous year, the parties will meet to first discuss what non-wage concessions can be made to meet the HEA obligation. If an agreement on non-wage concessions cannot be met, the current salary formula shall be applied to determine a wage "give-back" amount.

Example: net foundation allowance/per-pupil payments are reduced 3% from previous year. Give-back amount is calculated as follows:  $.03 \times .60 = .018$ , or 1.8%

The give-back amount would be calculated at 1.8% of the employee's base salary.

The salary schedule shall not be reduced. When possible, the give-back amount shall be deducted from the employee's salary through a qualified pre-tax option.

The parties agree there is no expectation to spend the foundation balance down to the minimum 5%.

Any concessions must be recoverable in the current fiscal year. The monetary value of concessions required under this section will remain in the base calculation to be carried forward in subsequent years of this agreement.

- B. The conditions and deviations in this appendix remain in place until a successor agreement is in place. The parties agree to commence bargaining for a successor agreement based on conditions in the 2013-2018 CBA absent Appendix A2.

**Appendix B**

**Hartland Consolidated Schools  
Staff Performance Evaluation**

Maintenance Department Employee

Employee's Name: \_\_\_\_\_

Classification: **Choose one:**

Name of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

**I. Professional Responsibilities/Qualities**

| <b><u>Evaluation of Performance</u></b>   | <b><u>Satisfactory</u></b> | <b><u>Needs Improvement</u></b> | <b><u>Unsatisfactory</u></b> |
|---|----------------------------|---------------------------------|------------------------------|
| A. Maintains effective working relationships with other employees; works effectively as a team member             | <input type="checkbox"/>   | <input type="checkbox"/>        | <input type="checkbox"/>     |
| B. Demonstrates willingness to pursue professional development, training and growth opportunities                 | <input type="checkbox"/>   | <input type="checkbox"/>        | <input type="checkbox"/>     |
| C. Observes and promotes safe work practices  | <input type="checkbox"/>   | <input type="checkbox"/>        | <input type="checkbox"/>     |
| D. Demonstrates flexibility in work assignments and schedule  | <input type="checkbox"/>   | <input type="checkbox"/>        | <input type="checkbox"/>     |
| E. Demonstrates problem-solving skills and abilities  | <input type="checkbox"/>   | <input type="checkbox"/>        | <input type="checkbox"/>     |
| G. Effectively communicates & cooperates with teachers, administration, students, parents, and the general public | <input type="checkbox"/>   | <input type="checkbox"/>        | <input type="checkbox"/>     |
| H. Punctual and regular in attendance.  | <input type="checkbox"/>   | <input type="checkbox"/>        | <input type="checkbox"/>     |
| I. Appearance must be appropriate with school standards   | <input type="checkbox"/>   | <input type="checkbox"/>        | <input type="checkbox"/>     |

Comments: *See attached:*

II. Knowledge and Performance of Job Responsibilities

| <u>Evaluation of Performance</u>   | <u>Satisfactory</u>      | <u>Needs Improvement</u> | <u>Unsatisfactory</u>    |
|--|--------------------------|--------------------------|--------------------------|
| A. Demonstrates working knowledge of building maintenance trades, including electrical, plumbing, and general maintenance. (for Maintenance I and II only) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Operates various computer systems and software.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Performs all assigned duties effectively.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Prioritizes and accomplishes multiple tasks as requested or required.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Performs other duties as appropriate and/or directed.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F. Properly operates and maintains equipment and tools.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: **See attached**

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

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

I have received this evaluation.

\_\_\_\_\_  
Evaluators Signature

\_\_\_\_\_  
Employee's Signature

**Appendix C**

GRIEVANCE REPORT FORM

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

Building      Assignment      Name of Grievant      Date of Informal Mtg.      Date Filed

LEVEL I

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Signature of person filing grievance \_\_\_\_\_

D. Date received by Supervisor \_\_\_\_\_

E. Date of meeting with Supervisor \_\_\_\_\_

F. Disposition of Supervisor \_\_\_\_\_

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

G. Date received by Union \_\_\_\_\_

H. Position of Union \_\_\_\_\_

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



LEVEL II

- A. Date received by Asst. Superintendent \_\_\_\_\_
- B. Date of meeting with Asst. Superintendent \_\_\_\_\_
- C. Disposition of Asst. Superintendent \_\_\_\_\_

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

- D. Date received by Union \_\_\_\_\_
- E. Position of Union \_\_\_\_\_

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

LEVEL III

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

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

- C. Date received by Union \_\_\_\_\_
- D. Position of Union \_\_\_\_\_

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

Distribution of Form

- 1. Superintendent
- 2. Asst. Superintendent
- 3. Supervisor
- 4. Union
- 5. Employee

NOTE: ALL provisions of Article 10 of the Agreement will be strictly observed in the settlement of grievances.

If additional space is needed attach an additional sheet.