

2011-2015

Master Agreement

Between The

Huron Valley Schools Board of Education

And

The Huron Valley Educational Support Personnel

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ARTICLE I
Recognition

- A. Pursuant to the Michigan Employment Relations Commission Certification in case number R90 A-26, the Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section Eleven (11) of Act 379, Public Acts of 1965, as amended, for all office clerical employees, and media technicians including secretaries, assistant secretaries, clerk typists, receptionist, switchboard operator, data processing technicians, business department employees and media assistants, including employees working four (4) hours or more per day or twenty (20) hours per week in the above classifications, excluding temporary employees as defined, and five (5) confidentials for the duration of this contract. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge or take disciplinary action other than for Union activities involving a probationary employee without a grievance filed or processed. The term "employee" when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined.
- B. A temporary employee is defined as:
1. a per-diem substitute to be hired in any one position for a period not to exceed six (6) months.
 2. an employee serving a probationary period.
 3. per-diem substitutes.
- C. The Board agrees not to negotiate with any employee organization other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.

ARTICLE II
Union Security

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- B. Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- C. In accordance with the provisions set forth under paragraphs (A) and (B) of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, a fee to be determined by the Union. For present, regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start on the first work day after the fortieth (40th) calendar day of employment.
- D. Any employee may sign a payroll authorization form for the deduction of dues from their regular salary for the local Union. Such deductions shall be made by the payroll department and remitted not less frequently than monthly to the Union Treasurer. The Union agrees to hold the Board harmless from any claims of excessive deductions. The Employer shall not be liable to the Union on account of any dues deducted and remitted to the Union or for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. Further, the Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reasons of action taken by the Employer for the purpose of complying with this Article.
- E. The School District will deduct dues from authorized employee's pay twice a month for ten (10) months per year (September through June).

ARTICLE III
Employees Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that all employees included under this Agreement shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or terms or conditions of employment. The Union also agrees that it will not discriminate against any employee with respect to hours, wages or terms or conditions of employment.

- B. The Union and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as any other employee groups in the District, as established by Board Policy.

- C. Upon thirty (30) days written notice the Board agrees to make available to the Union in response to reasonable requests, from time to time, information concerning the financial resources of the school, tentative budgetary requirements and allocations.

- D. It is recognized that several cooperative work-study programs in schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary employees referred to as students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the parties do not apply to the temporary student employees.

- E. Any eligible bargaining unit member may purchase Universal Service Credit with pre-tax salary reduction through payroll deduction.

ARTICLE IV
Professional Growth

A. Conferences

1. All members of the bargaining unit are eligible to attend meetings and conferences at the expense of the Board without loss of pay, benefits or allowances within guidelines shown below.
2. During the school year the Board agrees to allow the Union a maximum of eight (8) days, including Saturday and Sunday, to attend the following conferences within the guidelines shown below:
 - a. Oakland Association of Educational Secretaries
 - b. Michigan Association of Educational Office Personnel
 - c. Conferences within the state of Michigan related to bargaining unit positions.
3. Guidelines:
 - a. The original conference request shall be submitted by the employee to the Union for approval of payment of conference expenses five (5) days prior to submission to the immediate supervisor.
 - b. Employees desiring to attend conferences are required to make application on forms approved by the Board.
 - c. Prior approval of the employee's immediate supervisor shall be required.
 - d. Appropriate budget allocations shall not be exceeded to implement this portion of the contract.
 - e. The Union shall reimburse the Board for the cost of substitutes when required for implementation of this portion of the contract.
 - f. Cost of travel and associated expenses for such days shall be borne by the Union.

B. In-Service

1. The Board will absorb the cost of training an individual for a new program instituted or in upgrading skills cited in the employee's job description, provided it is budgeted and approved by the Board.
2. Reimbursement to employees shall be made for in-service undertaken and completed with prior approval of the Superintendent.
3. Operation of this section of the contract will be conditional upon budget allocations.

4. The cost of substitutes required for implementation of this portion of the contract will be covered by the Board within budget allocations available.

C. Tuition Reimbursement

1. Reimbursement of tuition costs will be made to employees who complete courses of instruction directly related to their positions, up to \$300 per year. Successful completion denoting a grade of "C" or better shall be required for tuition reimbursement.
2. To be applicable the employee must obtain the prior approval of the immediate supervisor and the Superintendent.
3. Decisions made in part 2 above shall not be subject to the grievance procedure.

ARTICLE V
Vacancies, Promotions and Transfers

- A. A "promotion" is an upward change to an open position in a higher classification which results in additional compensation for additional duties or responsibilities to be performed during the regular working day.
- B. A "transfer" is a lateral change to a vacant position within the same classification.
- C. All job vacancies shall be posted for a period of five (5) working days in each operating building during the regular school year. During the summer months when school is not in session, notices of job vacancies shall be posted in all buildings where there are fifty-two (52) week employees.
- D. The Union shall receive a copy of all job postings.
- E. Authorized promotions and transfers within the bargaining unit shall be made on the basis of qualifications, personal interview and seniority.
 - 1. When qualifications and personal interview are deemed comparable by the Board, the decision shall be made on the basis of seniority.
 - 2. In the event an applicant is denied a promotion or transfer, the Executive Director of Human Resources shall submit within five (5) working days the reasons for refusal in writing, if the employee so requests. If the employee disagrees with the reasons, he/she shall have the right to invoke the grievance procedure with the Executive Director of Human Resources at Step 3 and may proceed through Step 4.
 - 3. When a position is filled under this Article, the Union shall be notified of the successful candidate.
 - 4. When an employee is granted a transfer or promotion within the district, they shall assume the new duties within ten (10) working days; provided however, that an additional ten (10) days transition time may be assigned for good cause shown.
- F. An employee promoted or transferred shall be granted up to a maximum of fifteen (15) working days as a trial period to determine his/her desire to remain on the job and for the Board to determine his/her ability to perform the job. The employee who reverts to his/her previous position, either at his/her request or by Board determination, shall do so without loss of seniority. This trial period may be extended by mutual agreement of the parties. The party requesting the extension must put this request in writing stating the reason for the request including why the employee has not been given a fair view of all aspects of the job.
- G. Employee's assigned to work above their classification for four (4) hours or more in any one day shall receive the higher pay for all time worked in such higher job classification. If employees temporarily work below their job classification, they shall still receive their regular

classification pay. Seasonal (summer) adjustments may alter an employee's job classification with the appropriate pay rate change under the wage scale set forth.

- H. An employee may apply for a promotion or vacancy but may change positions only once in twelve (12) months unless by mutual agreement between the employee and the Executive Director of Human Resources. Movement due to reductions in the work force or other unrequested transfers shall not be subject to this provision.
- I. As a resolution to the issue of whether an employee who is a member of the Bargaining Unit, and who leaves that bargaining unit but remains an employee of the school district, and later returns to the bargaining unit while still continuously employed retains bargaining unit seniority, it is agreed as follows: An employee may opt to return to the bargaining unit providing there is an open job within the bargaining unit which has been posted under this Article and not been filled. If an employee transfers to a position not in the bargaining unit, and thereafter transfers back again, the employee shall not lose seniority accumulated prior to the transfer out of the bargaining unit.

It is further understood that should a bargaining unit employee transfer or be promoted outside the bargaining unit and thereafter returns to the bargaining unit, the time spent in the non-bargaining unit assignment shall not be considered for seniority accrual within the bargaining unit for the purposes or advantages granted under the Master Agreement, including transfers, promotions, layoff and recall.

- J. It is recognized by both parties that unrequested transfers may be necessary; however, the Board agrees that unrequested transfers will be made only for sufficient cause. Any employee affected by an unrequested transfer will receive at least five (5) work days notice before the transfer is implemented. Such employees will also be given the opportunity to meet with his/her supervisor and the Executive Director of Human Resources prior to the transfer to discuss the reason for the transfer and any concerns the employee may have. It shall be up to the Executive Director of Human Resources as to whether the unrequested transfer is necessary. The Union shall also be notified of such unrequested transfers and may be present at the meeting if the employee so requests.

ARTICLE VI
Classification of Position

- A. The Union shall receive a copy of all bargaining unit job postings prior to general distribution whenever possible. When a new job is created within the bargaining unit which cannot be properly placed in an existing classification, the parties will discuss a proper classification and rate structure to apply. If the job is assigned to a member of the bargaining unit prior to establishment of the rate, the rate shall apply retroactively to such member of the bargaining unit. In the event resolution is not reached within sixty (60) days, the matter may be subject to the grievance procedure commencing at Level 3.
- B. Changes in job descriptions caused by alterations in duties or responsibilities and/or required skills following ratification of this Agreement shall be treated as follows:
1. The employee(s) shall be notified in writing by their immediate supervisor at least one (1) week prior to such change.
 2. If requested there will be a meeting between the employee, the immediate supervisor, a Union representative and the Executive Director of Human Resources to discuss the possibility of classification change due to such changes. Should the matter remain unresolved, the grievance procedure may be instituted commencing at Level 3.

ARTICLE VII
Resignations, Discipline and Discharge

A. Resignations

1. Employees shall be required to give two (2) weeks' written notice of resignation to the Employer.
 - a. Such written notice of resignation shall be furnished to the immediate supervisor of the employee involved.
 - b. A copy of each resignation shall be furnished to the Executive Director of Human Resources by the employee.
 - c. Upon request to the Executive Director of Human Resources, the Union shall be furnished a list of employee resignations. Such lists shall be for the period of time since the last such information was furnished.
2. Employees may seek to terminate services with the Board upon less than two (2) weeks' notice to the Board.
 - a. Such employee(s) shall be advised by the Employer to contact the Union and shall not be denied the right of counsel with a Union representative.
 - b. Employee(s) who terminate services upon less than two (2) weeks' notice to the Employer and after compliance with other applicable sections of this section of the Agreement, shall forfeit any and all benefits due or to become due.

B. Discipline and Discharge

1. The Employer shall not discipline or discharge any employee without just cause.
 - a. The Employer agrees, promptly upon discharge or suspension of an employee, to notify in writing the Union of the discharge or suspension.
 - b. An employee is entitled, upon request, to Union representation at any employer interview with the employee if the employee reasonably fears the interview may result in discipline. However, if the conversation is of a preliminary or general nature prior to any indication of possible discipline, there is no such right. This section shall not prevent the Employer from taking appropriate disciplinary action should it be required by unusual circumstances.
2. Grievances pursuant to this Article shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE VIII
Reduction, Layoff and Recall

- A. The Board shall retain the right to determine necessary layoffs or reductions in annual work hours within budgetary and operational requirements of the school district, however, five (5) working days prior to the notice of layoffs or reductions in annual work hours, the Board shall meet with the Association in a Special Conference to provide reasons in writing.
- B. In the event of a layoff or reductions in annual work hours, employees working on a temporary or seasonal basis will be terminated first. Next to be terminated will be probationary employees.
- C. The Board may further reduce the work force by requesting voluntary layoffs or reductions in annual work hours from members of the bargaining unit. The Association shall be notified when this Section of the contract is to be implemented and the request(s) shall include the specific length of time involved in each proposed voluntary layoff or reduction in annual work hours. Seniority of employees taking voluntary layoffs or reductions in annual work hours shall continue during a layoff or reductions.
- D. **Provisions**
1. Filling the vacancies created by Sections B and C above, and the determination of further staff reduction (if necessary) shall be accomplished by the bumping procedure set forth in Section F below.
 2. During a reduction of hours and/or weeks or a layoff, positions shall be converted to annual work hours and the annual work hours shall be used to compare the positions for bumping purposes (i.e. a position that is 30 hours per week 42 weeks per year would be converted to 1,260 annual work hours for comparison to other positions).
 3. During a bump situation, an employee's current annual work hours shall be used and compared to the annual work hours of positions AFTER the reduction for bumping purposes (i.e. this year's annual work hours compared to next year's annual work hours).
 4. No member working less than thirty (30) hours per week shall be able to claim a full-time position or displace a member that is working full-time. For bumping purposes only, full-time shall be defined as a position which is scheduled for thirty (30) hours or more per week.
- E. When more than one bargaining unit member has bumping rights under this Article at the same time, the Board shall schedule a meeting, with at least seven (7) calendar days notice to the Association and the affected members, at which the bumping process shall be completed. Attendance at the meeting shall be mandatory for all bargaining unit members who receive notification of the date, time and place of the meeting, except that any employee who will not be present shall inform the Human Resources Department at least three (3) workdays before the meeting. Such notification shall also name a bargaining unit member as the absent employee's designee, and the designee shall act on the member's behalf during the bump process. Failure of an absent employee to provide the above notification will result in the employee being placed in a

vacant position after the least senior employee has completed the bumping process. Said assignment shall be to a vacant position of the Board's choosing and the assignment shall not be subject to the grievance procedure. If no vacancy exists within the absent employee's current classification, then the absent employee shall be laid off.

F. Elimination

An employee whose position is eliminated shall have the right to accept a layoff. If the employee does not accept a layoff, then that employee has a right to bump under the following provisions.

1. When more than one bargaining unit member has bump rights under this Article at the same time, employees shall have the right to exercise their bump rights in order of seniority. However, each time employees are reached in the bump order, they shall have the right to pass until the employee(s) with lower seniority have exercised their bump rights.
2. The affected employee shall bump into a vacant position within his/her Classification which is **not scheduled** for fewer annual work hours as the position from which the employee came; otherwise the employee may:
 - a. Bump the least senior person in the same Classification in a position for which the employee is qualified and which is **not scheduled** for fewer annual work hours as the position from which the employee came, or
 - b. Bump the least senior person in the same Classification in a position for which the employee is qualified and which is scheduled less annual work hours than the position from which the employee came, provided the person in this position has equal or less seniority than the person in sub-paragraph 2a above, or
 - c. If available, fill a vacancy created by Section(s) B. or C. above, or
 - d. Bump into a vacant position in a lower classification.
3. If the affected employee is not able to bump within her/his Classification under the terms of sub-paragraph 2a, 2b or 2c above, and does not choose to accept lay-off, s/he may exercise bumping rights in the next lower Classification under the same terms as set forth in sub-paragraphs 2a, 2b, 2c, and 2d above. If s/he is not able to bump in this Classification, s/he may bump in the lower Classification(s), in order, in accordance with the terms set forth in sub-paragraphs 2a, 2b, 2c, and 2d above.
4. Employees who are bumped by operation of paragraphs 2 and 3 above shall have the bumping rights as set forth in paragraphs 2 and 3 above.
5. Employees who are unable to bump anyone under the terms of paragraphs 2, 3, or 4 above shall be laid off.

G. Reduction

An employee whose position is reduced in the number of annual work hours, or has been bumped by such an affected member, shall have the right to bump. The bumping order shall be determined by seniority, employee classification, and the current year number of annual work hours.

1. When more than one bargaining unit member has bump rights under this Article at the same time, employees shall have the right to exercise their bump rights in order of seniority.

The affected employee(s) shall accept the reduction or exercise their right to bump in the following order:

- a. Fill a vacancy in the same Classification for which the employee is qualified and which is **not scheduled** for fewer annual work hours than the employee is currently working, or the employee may choose to fill a vacancy in a lower classification.
- b. Bump the least senior person in the same Classification in a position for which the employee is qualified and which is **not scheduled** for fewer annual work hours as the position from which the employee came.
- c. Fill a vacancy in the same Classification for which the employee is qualified and which is scheduled to be fewer annual work hours than the employee is currently working.
- d. Bump the least senior person in the same Classification in a position for which the employee is qualified and which is scheduled to be fewer annual work hours than the employee is currently working.
- e. Positions that remain vacant after the bumping process is complete shall be posted.

2. Employees who are bumped shall have the bumping rights as set forth in Section 1 above.

H. An employee shall be given not less than ten (10) working days and up to twenty (20) working days to satisfactorily perform the responsibilities and duties assigned by the operation of this Article. An employee not performing satisfactorily after the trial period shall be notified of the reasons in writing but shall be expected either to request voluntary layoff or to exercise one (1) more bump on the basis of seniority. If job performance is not satisfactory on the second bump within the time limits outlined above, the employee shall be notified of the reasons in writing and shall be laid off immediately. Disagreements regarding the implementation of this Section may become the subject for a Special Conference.

I. Employees being laid off will be given three (3) weeks' notice with a copy of such notice being sent to the Association.

J. Seniority shall be bargaining unit seniority.

- K. Beyond the date of layoff, the Board shall not be obligated to extend to any laid off employee any of the wages, fringe benefits or terms and conditions of employment within this Agreement, except seniority which shall continue to accrue and other terms and conditions of employment which are specifically called for in this agreement.
- L. Laid off employees shall be placed on a list for a period of two (2) years and recalled in the order of seniority to vacant or newly created positions for which they are qualified. All job vacancies shall be mailed to all bargaining unit members on layoff, at the address on file for such employees in the Human Resources Office. The most senior employee shall be recalled to the first opening for which they can qualify; provided, however, that any such reinstatement shall not occur until after the opportunity for transfer or promotion has been extended under Article V, Vacancies, Promotions, and Transfers, Section C.

Notice of recall shall first be attempted by telephone; recall will then be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within ten (10) working days after the date of delivery or proof of non-delivery.
- M. An employee may refuse to accept a position in a classification lower than his/her classification at the time of layoff; however, said employee shall be released from the recall list if he/she refuses to accept a position in his/her classification when recalled.
- N. Employees recalled shall be reinstated with their accumulated sick bank entitlement, if applicable, and the experience level credit in effect for the employee at the time of layoff.
- O. All seniority is lost upon voluntary resignation, retirement, or termination for just cause.

ARTICLE IX
New Employment

- A. The probationary period for all employees covered by this Agreement shall be ninety (90) calendar days. However, the ninety (90) day probationary period may be extended for the period of time an employee was absent during the probationary period. During such period, the employee may be disciplined or terminated for any reason whatever and shall have no recourse to the Grievance Procedure. At the end of the probationary period, the employee shall achieve the status of a regular school employee unless otherwise notified in writing.
- B. Current probationary employees who have fulfilled their probationary period shall be placed on the step in the salary schedule indicated by years of (relevant) experience, education and/or (appropriate employment) background, but such credit granted shall not be more than one (1) year of such experience, education and/or background.

New employees hired after ratification of this agreement, who have fulfilled their probationary period, shall be placed on the After Probation step. He/she shall be placed on the After One (1) Year step on his/her anniversary date.

- C. If the employee is continued in employment beyond the probationary period, the employee shall acquire the status of a permanent employee and all rights and privileges under this Agreement shall be established from the first day worked as a probationary employee. The employee shall also be credited with sick leave and vacation benefits retroactive to the first day worked as a probationary employee.
- D. The anniversary date, after the probationary period shall be defined as the date of hire. The anniversary date of each succeeding year shall entitle the employee to longevity step increases, where applicable.

ARTICLE X
Evaluation

- A. All bargaining unit employees shall be evaluated in writing at least once each year. Such employee evaluations will utilize the evaluation form and procedures as determined by the Employer.
- B. A copy of each evaluation shall be given to the employee.
- C. An employee who has received an unsatisfactory evaluation or disciplinary letter may, following two (2) years of satisfactory service, request that such adverse document be removed from the personnel file.

ARTICLE XI
Working Hours, Overtime, and Pay Schedule

- A. Full time employees' normal work week should consist of forty (40) hours, Monday through Friday, excluding an unpaid duty free lunch period. The work performed during working hours shall include all duties and functions which are considered a part of the employee's position. The scheduling and assignment of work hours shall be prepared by the immediate supervisor.
- B. All employees working eight (8) hours a day shall be allowed two (2) fifteen (15) minute breaks per day.
- C. Individuals employed at least four (4) to six (6) hours per day shall be entitled to a relief period equivalent to twenty (20) minutes.
- D. 1. Employees who are assigned by the immediate supervisor to work more than forty (40) hours in any one week shall be paid at the rate of time and one-half (1-1/2) of their hourly rate of pay for such overtime or shall be given an equivalent amount of compensatory time off for such overtime, whichever is mutually agreed upon by the employee and the immediate supervisor. A holiday shall constitute a day worked in computing overtime.
2. Compensatory time banks shall be limited to a total accumulation of forty (40) hours at any time, and such time shall be taken prior to any transfer or promotion. Once the compensatory bank contains forty (40) hours, overtime must be paid in cash (check). Any balance remaining in the compensatory bank at the time of separation from employment for any reason shall be paid by the employer.
3. Flex time shall be permitted by mutual agreement between an employee and his/her supervisor. Flex time shall be for a set number of hours in a given work week and the exchange of hours worked for hours off shall be for straight time.
- Any flex time arrangement shall specify which day and the number of hours to be worked, as well as, the day and hours that are being exchanged for time off. Both the hours worked for time off and the exchange of hours worked for time off shall occur within the same work week and shall not exceed the regularly scheduled employee work week.
- A flex time agreement shall not extend beyond a contiguous two work week period without written authorization from the Executive Director of Human Resources.
- E. Employees required by the immediate supervisor to work on Sunday shall be paid at the rate of double (2) time.
- F. Employees required by the immediate supervisor to work paid holidays shall be paid at the rate of their regular daily rate plus double (2) time.
- G. Wages will be paid on the 10th and 25th of each month beginning August 25, 2004. The schedule of pay dates for the year shall be published to employees by October 1 of each

school year. Pay days that would occur on a bank holiday or weekend will be paid on the week day immediately proceeding the scheduled pay day.

- H. Pay periods shall be twice each month with a 12 month schedule of 24 pays. If the pay day is a bank holiday or weekend, pay day will be on the previous business day. Pay will be deposited electronically into the bank, credit union or financial institution of the employee's choice. Those employees who do not have such accounts will have their pay electronically sent to the district identified financial institution where they will receive their total pay. Any fee or financial cost associated with the initial deposit to the financial institution or first withdrawal from the financial institution will be paid by the district. Payroll statements will be electronically sent to the employee's identified email address.

ARTICLE XII
Holidays

- A. All regularly scheduled employees shall be paid for and shall not be required to work on the following days:

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day (if school is not in session)
Work Day Preceding Christmas
Christmas Day
Work Day Preceding New Years
New Years Day
Good Friday (All day, if school is not in session)
Easter Monday (if school is not in session)
Memorial Day

Twelve month employees shall be paid for and shall not be required to work Independence Day.

- B. To qualify for paid holidays the employee must work the scheduled full days before and after the holiday unless off work due to proven illness or with permission from their immediate supervisor.
- C. Probationary employees will not be required to work and shall not receive pay for those days listed above.

ARTICLE XIII
Act of God Days

- A. If any building is closed by the Superintendent or his/her designee and conditions within the building could be detrimental to the health of the employee, he/she shall not be required to stay and will not suffer loss of pay, provided however, that employees of a closed building may be required to report for duty in another building.
- B. On any day when school sessions are scheduled but that student attendance is cancelled by the Superintendent due to natural causes or acts of God, then the following provisions shall prevail:
1. Except as provided in part (3) below, employees are not expected to report.
 2. A fan-out system of telephoning will be used to notify employees as soon as possible when they are not expected to report.
 3. Employees may be called in to work on Act of God Days by their supervisors. In such cases, an alternate compensatory day off with pay at straight time shall be granted or appropriate time if less than a full day is required on call in.
- C. Employees working less than fifty-two (52) weeks who are not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities, will be paid for such days. Any days of student instruction which the Board must reschedule in order to receive full state aid payments shall be work days for these employees without any additional compensation.

ARTICLE XIV
Vacations

A. Employees working fifty-two (52) weeks per year or less shall be entitled to an annual vacation as follows:

1. Computation of vacation entitlement shall be made either at the completion of the probationary period for new employees or as of July 1 each year.
 - a. New employees shall have their vacation entitlements credited to their account for vacation entitlement due to and through June 30 of the fiscal year ending after the completion of their probationary period.
 - b. On July 1 each fiscal year other employees shall be credited with their vacation entitlement due to and through June 30 of the then current fiscal year.
 - c. Vacations shall be taken within the fiscal year for which they are calculated. Vacations may not normally be waived by an employee and extra pay received for work during that period; however, employees may carry over to the next fiscal year up to one year's accrual of vacation days with special permission from their immediate Supervisor.

B. Employees shall be granted annual vacations with pay as follows:

1. Employees on fifty-two (52) week employment shall have one (1) day per month for each month worked up to a total of twelve (12) days per year.
 - One (1) to four (4) years continuous service, one (1) day per month.
 - Five (5) to ten (10) years continuous service, fifty- two (52) week employees shall have one and one- quarter (1-1/4) day per month for each month worked up to a total of fifteen (15) days.
 - Eleven (11) years and over continuous service, fifty- two (52) week employees shall have one (1) additional day per year up to a total of twenty (20) days per year.
2. Employees working less than fifty-two (52) weeks shall receive ten (10) days per year.
 - Six (6) years and over continuous service, they shall receive twelve (12) days per year.
 - Twelve (12) years and over continuous service, employees working less than fifty-two (52) weeks shall receive one-half (1/2) additional day for each year of service not to exceed fifteen (15) days.

3. Vacation days shall be scheduled with approval of the employee's immediate supervisor. It is understood that school year employees (employees working less than fifty-two (52) weeks) shall not normally be granted vacation during student attendance time. It is also understood that fifty-two (52) week employees shall not normally be required to utilize vacation time during scheduled breaks in the school calendar (such as Christmas, Easter, etc.).
 4. Employees working less than a regular eight (8) hour day shall receive pay for vacation days in the same proportion as their hours worked bear to eight (8) hours.
 5. Where more than one employee reports to one supervisor vacation days shall be scheduled on the basis of seniority and the employee's immediate supervisor shall justify in writing exceptions to the employee(s) within five (5) working days with a copy to the Union.
- C. A media technician assigned to work eight (8) weeks or more during the summer (between two academic school years) will receive one (1) additional vacation day.

ARTICLE XV
Leaves of Absence

Leaves of absence, without pay, may be authorized upon recommendation of the Superintendent to the Board. Such leaves shall be confined to leaves for illness, maternity, study and travel. Specific regulations for each type of leave are outlined as follows:

1. Illness

Any employee who is forced to miss work due to protracted sickness or illness shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but not to exceed one (1) year, provided that the employee shall be required to provide certification from a competent physician verifying the need for such leave of absence.

2. Maternity Leave - Sick Leave

An employee who is pregnant must report such pregnancy to her supervisor as soon as she has knowledge of this condition, and must bring in a statement from her doctor stating her expected date of confinement and verifying that she is physically able to continue to work. Such employee shall be granted permission to continue working providing she is physically well enough to work and does not become an industrial risk.

As a result of and in compliance with P.A. 153 of 1978, which requires a sick leave system to be eligible to a pregnant employee on the same terms and conditions as are applicable to other health conditions and temporary disabilities, the following provision shall be effective:

- a. An employee shall be granted a maternity leave of absence upon submission of the medical statement confirming the employee's incapacity to work, and such leave shall be extended through the post-natal period, or as outlined in subsection b. below.
- b. An employee requesting a maternity leave shall have the option of using her accumulated sick leave in accordance with ARTICLE XVI or taking a leave without pay to extend to six to eight weeks with a guarantee of the same position upon return; and/or the employee may be granted an unpaid leave of absence for a period not to exceed one (1) year with a guarantee of a position within the same classification upon return. An employee may not change from an unpaid leave to a paid leave after an unpaid maternity leave has been granted.
- c. Upon termination of the pregnancy and/or in conjunction with the post-natal examination, which confirms the conclusion of the disability, and/or the need for the maternity leave, the employee shall be required to return to work. Failure to return to work upon conclusion of the leave of absence shall be considered a voluntary quit and the employee shall lose her rights to any and all benefits accrued, including compensation, if applicable, and seniority.

- d. If the employee opts for sick leave, which is insufficient to cover the duration of the pregnancy disability, such employee will be on a temporary unpaid sick leave that ends upon conclusion of the disabling period of time as set forth in subsection (b) above. The employee shall then be required to return to work per subsection (c) above. Determination of the disabling effects of pregnancy shall be based upon the medical evidence and/or the employee's leave of absence as outlined in subsection (b) above.
3. Employees receiving a leave of absence not to exceed thirty (30) calendar days shall continue to maintain their seniority. Employees receiving a leave of absence exceeding (30) calendar days shall not have such time counted in the computing of total school district seniority.
4. All other leaves of absence shall be discretionary on the part of the Board.

The Human Resources Office will inform the Union when a recommendation on a discretionary leave of absence is made to the Board.
5. To be eligible for any leave of absence, with the exception of maternity leave, the employee must have been employed by the Board for at least one (1) year.
6. Personal business leave, sick leave and vacation days shall be paid when an employee is unable to work.
7. Leaves of absence shall be granted for a maximum of one (1) year.
8. The employee shall be guaranteed the same or similar position upon return from a leave of absence, providing he/she is capable of doing the work. The individual employed to replace an employee on leave of absence shall be hired with the understanding that he/she may be placed in another position when the original employee returns or be released if there is no vacancy.

ARTICLE XVI
Sick Leave Policy

- A. At the beginning of each fiscal year, all Employees' "bank" of accumulated sick leave shall be credited with the accrued amount of sick days earned with each pay period from the previous service year.

Each employee hired before ratification of this agreement shall accrue a maximum of twelve (12) sick leave days for 12-month employees and ten (10) sick leave days for 10-month employees. Any sick leave not used by the end of the school year shall be added to the sick leave available for the following year; however, there shall be a maximum of four (4) days' accumulation for each week worked in the employee's work year; i.e., forty-four (44) week employees have a maximum accumulation of one-hundred seventy-six (176) days and fifty-two (52) week employees have a maximum accumulation of two hundred eight (208) days.

Employees hired after ratification of this collective bargaining agreement shall accrue a maximum of eight (8) sick leave days for 12-month employees and six (6) sick leave days for 10-month employees. New hires will accumulate to a maximum of 120 sick days.

On any claim for sick leave, a doctor's statement in writing may be required.

- B. An employee may be permitted to use a maximum of five (5) days of accumulated sick leave per occurrence in the event of serious illness (requiring a doctor's consultation) in the immediate family, as defined in Section C. below. The Superintendent may grant additional days, provided the details of such request are submitted in writing.
- C. In the event of death in the immediate family, an employee may be granted up to five (5) leave days. The immediate family shall be defined as parents, step-parents, parents-in-law, grandparents, grandchildren, step-grandchildren, spouse, children, step-children, brother, step-brother, sister, step-sister, brother-in-law or sister-in-law. To use this time off without loss of pay or sick leave, the employee must certify in writing to the Executive Director of Human Resources the details of the request.
- D. Sick leave accumulated prior to this Agreement shall be credited to the employee as part of the allowable accumulation.
- E. A media technician assigned to work eight (8) weeks or more during the summer (between two academic school years) will be allowed one (1) additional sick leave day.

ARTICLE XVII
Jury Duty

- A. Any employee who is summoned for jury duty examination and investigation must notify the Human Resources Office within seventy-two (72) hours of receipt of such notice. If an employee who has completed the probationary period is summoned and reports for jury duty, such employee shall be paid the difference between the amount received as a juror and the normal week's pay, provided the employee is available for work within the regular work schedule when not occupied with jury.

It is understood by the foregoing provision that: If the employee is dismissed within three (3) hours from the beginning of the employee's regular shift, the employee shall be required to work for the balance of that shift.

To be eligible for jury duty pay differential, the employee must endorse and turn over to the Board all salary checks received for said jury duty.

- B. The employee shall retain the mileage and any expenditures as paid for jury duty.
- C. When the Board considers the initial jury call date detrimental to school operations and can re-schedule the call date, the employee shall report on the re-scheduled date.

ARTICLE XVIII
Personal Business Leave

Each employee shall be allowed two (2) days of employment per school year without loss of pay, vacation time, sick time or other accumulated time to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Business leave may be taken in less than full day increments. Unused personal business days shall be carried over to the employee's sick bank at the end of the fiscal year. Request for a business leave day shall be as far in advance as possible and shall normally be submitted in writing to the immediate supervisor stating the reason for such leave.

ARTICLE XIX
Severance Pay

- A. If an employee resigns, retires or is disabled within the meaning of the Michigan Public School Employees' Retirement Act, s/he shall be eligible for a retirement severance pay as follows:
1. Ten (10) years of continuous service with the school district - 4% of the last year's regular salary (exclusive of all premium pay).
 2. Fifteen (15) years of continuous service with the school district - 5% of the last year's regular salary (exclusive of all premium pay).
 3. Twenty (20) years of continuous service with the school district - 5-1/2% of the last year's salary (exclusive of all premium pay).
 4. Twenty-five (25) years of continuous service with the school district - 6% of the last year's regular salary (exclusive of all premium pay).
 5. Thirty (30) years of continuous service with the school district - 7% of the last year's regular salary (exclusive of all premium pay).

As a supplement to the above Severance Pay plan, an employee who has an unused sick leave bank of more than fifty (50), but less than one-hundred (100) days, shall be eligible for an additional two percent (2%) over the appropriate level above.

Further, an employee who has an unused sick leave bank of one-hundred (100) days or more shall be eligible for an additional three percent (3%) over the appropriate level above.

ARTICLE XX
Insurance Program

A. The Board shall pay for the individual coverage of a comprehensive health insurance program to each eligible employee. The Board further agrees it will pay up to full family coverage for those employees who are not otherwise covered. The underwriter/carrier and the plan administrator of the health care plan shall be determined by the school district so long as it is comparable to the negotiated plan. The insurance program shall have the following comparable coverage. Coverage shall not exceed a \$20 office visit, \$10/20/40 prescription plan, and \$200/400 in-network deductible. For the remainder of the 2011-2012 school year only, the health care provider shall be Health Alliance Plan (HAP) HMO. A deductible accumulator transfer agreement allows employees to apply to HAP for credit towards deductibles previously met in 2011 to be applied to the 9/1/2011 plan year. The school district may elect to self-insure all or any part of the plan benefits. Health and hospitalization coverage for employees under this Master Agreement shall be subject to the following conditions:

1. Hospitalization insurance shall be available to regular full time employees only.
2. There shall be no duplication of health coverage. If the employee or other family member is covered by any other hospitalization insurance, the Employer's obligation under this provision shall be waived.
3. New full time employee insurance shall become effective when insurance company requirements are met.
4. The Board shall pay hospitalization throughout the year, except that each employee receiving health insurance shall contribute the following percentage of monthly medical premium: 2011-12 ten percent (10%); 2012-13 twelve percent (12%); 2013-14 fifteen percent (15%); 2014-15 twenty percent (20%).

Payments for employees' health insurance contributions, as defined above, shall be deducted pre-tax in even amounts spread over the remaining pay periods as determined by the Board.

5. Only personal business leave, sick leave and vacation days count as paid days to continue health insurance.
6. With the insurance renewal date, the maximum annual increase in medical insurance premium paid by the district shall not exceed the following:

2011-12 seven percent (7%) cap on insurance premium increase from 2010-11

2012-13 ten percent (10%) cap on insurance premium increase from 2011-12

2013-14 ten percent (10%) cap on insurance premium increase from 2012-13

2014-15 eight percent (8%) cap on insurance premium increase from 2013-14

The Association reserves the right to propose or offer benefit changes which would result in equivalent savings in lieu of a cash contribution. The HVESP may be included in the Huron Valley Schools Insurance Committee (IC) charged with the authority to modify the health insurance program beginning in 2012-13. The IC will investigate viable options that may include Health Savings Accounts, HMO's and PPO's that provide quality care at affordable cost to the members.

- B. The Board shall provide group term life insurance for each full time employee in the bargaining unit. The employee shall enroll and designate beneficiary on the proper application form. The amount of such insurance shall be \$25,000. Further, in the event of the accidental death of an employee covered under this policy, the effective amount of such coverage shall be doubled (coverage to specify AD&D). Coverage for new employees shall become effective the first of the month following the beginning date of employment, provided the necessary enrollment forms have been filed with the Business Office.
- C. Forms covering the above insurance benefits shall be explained to each new employee and returned to Human Resources within twenty-five (25) days of hire.
- D. Current employees hired on or prior to ratification, who work four (4) hours or more per day or twenty (20) hours per week shall be covered by this Article. For employees who work thirty (30) or more hours per week, all benefits contained in this Article shall be provided without cost to the employee. For employees working at least twenty (20) hours but less than thirty (30) hours per week the Board of Education's contribution to the cost of health insurance benefits called for in Section A. above shall be the same ratio of the total cost as the employee's hours per week are to thirty (30) hours per week, with the employee paying the remainder of the cost. All other insurance benefits (Sections B., E., and F.) shall be provided in full without cost to the employee.

Employees hired after ratification who work at least thirty (30) hours per week shall be eligible for the insurance benefits contained in sections A, B, E and F.

Eligibility for all insurance coverage through the district for employees hired after ratification shall begin following completion of ninety (90) days of employment with the district.

- E. The Board shall select the insurance carrier and support the cost of a Dentistry Plan for all full-time employees covered by this Master Agreement less an employee contribution toward monthly premium of: 10%- 2011-12, 12%-2012-13, 15%-2013-14 and 20%-2014-15).

The following provisions shall apply to the Dentistry Plan:

- 1. The Dentistry Plan shall include the following services: examinations, radiographs, patient consultations, preventative treatment (primarily prophylaxis and topical fluoride treatment), sealants, fillings, crowns, jackets, oral surgery (primarily extractions), endodontic and periodontic services.

2. The Dentistry Plan shall be based upon a percentage of payment of dentist charges. The percentage shall not be less than 80%. The annual maximum for Classes I and II shall be \$1250.00.
3. Along with the Dentistry Plan above, the Board will provide 50% Class III benefits, which shall include orthodontic services at a \$2,500 lifetime maximum benefit per eligible insured person.
4. In addition to the benefits described above the Board shall provide 50% Class II dental coverage. The Class II coverage shall include these services: bridges, partials and full dentures.
5. Any employee covered by another group dental plan shall not be eligible for the plans outlined in 1 and 2 above, but shall receive the same benefits as set forth in 1 and 2 above in the following manner: - 50% Class I benefits, 50% Class II benefits and 50% Class III benefits.
6. Where applicable, the dental programs described above shall provide for both internal and external coordination of benefits.

- F. The Board shall select the insurance carrier and support the cost of the following vision care plan to all employees and their eligible dependents less an employee contribution toward monthly premium of: 10%- 2011-12, 12%-2012-13, 15%-2013-14 and 20%-2014-15). The plan shall include coordination of benefits, which shall be effective the first day of the month following ratification of this Agreement.

An examination, frame and one pair of corrective lenses (including prescription sun glasses, photo-ray lenses or contact lenses) will be provided once in a twelve (12) month plan year for each eligible member of the family.

The benefits and payment limitations are:

- (1) Examination - 80% of usual and customary
- (2) Frames, lenses, contacts – 80% to \$200 maximum payment

- G. Subject to the terms and conditions of the carrier's policy, absences in excess of one hundred twenty (120) calendar days within an employee's period of employment which is due to illness or disability shall be covered by a long-term disability insurance. This insurance shall pay up to sixty five percent (65%) of the employee's per diem rate for each scheduled work day for the then remaining portion of the employee's work year, and up to sixty five percent (65%) of the employee's last yearly wage from that point on until age sixty-five (65). The long-term disability insurance shall provide for a social security freeze provision, primary only social security as an offset, and other offsets as established in the carrier's policy. Any benefits received by the employee from Worker's Compensation Insurance or disability and retirement benefits received under Social Security and the Michigan Public School Employees' Retirement Act shall be deducted from the long-term disability coverage. Employees shall contribute on a post-tax basis the following percentages of monthly premium: 10%- 2011-12, 12%-2012-13, 15%-2013-14 and 20%-2014-15.

Employees must complete forms provided by the insurance company to make claims against it. The insurance company shall have the right to demand medical evidence of the inability of an employee to work from either the employee's personal physician or one named by the company.

Plan of Benefits:

- (1) The daily rate shall be based on the employee's last hourly rate. Benefits shall be paid at the rate of up to sixty five percent (65%) of the daily rate of pay for each regularly scheduled work day.
- (2) Once qualified for long term disability, an employee's insurance benefits continue for an additional ninety (90) days.
- (3) If an employee does not qualify for long term disability, but is unable to work, insurance benefits terminate at the end of the month paid personal business leave, sick leave and vacation days are exhausted.

- H. It is the clear understanding of the parties to this Agreement that the Board of Education maintains the sole prerogative to select and contract with any and all insurance carriers; provided however, that specifications for such coverage must conform to or be comparable to the provisions set forth in this Article.
- I. It is the responsibility of the employee to enroll for all applicable insurance coverages and to provide the required information including dependents and designated beneficiaries on the proper forms as established by the carrier.
- J. Future bidding for health insurance shall include the opportunity for MESSA to provide a bid prior to the expiration of the Collective Bargaining Agreement.
- K. Employees shall contribute the following percentage of premium toward all applicable Best Practices health care components including: medical, dental, vision and disability: 10% (2011-12), 12% (2012-13), 15% (2013-14) and 20% (2014-15).

ARTICLE XXI
Workers Compensation

- A. Each employee shall be covered by the applicable Workers Compensation laws. In the event an employee is entitled to benefits under the Workers Compensation Act, the balance of the individual's weekly earnings not covered by Workers Compensation shall be covered through deduction of accumulated sick leave pay allowance in proper proportion.
- B. Employees covered by this Article shall continue to maintain their full seniority rights.
- C. When an employee is released to return to work after having been absent on a Workers' Compensation disability, the employee will be reinstated to the classification and location held prior to his or her injury provided:
 - 1. The treating physician has released the employee to return to his/her regular position, and
 - 2. The employee returns to work within one (1) year of the date of disability from the Workers' Compensation injury.
- D. The parties mutually agree to encourage employees who are receiving Workers' Compensation due to work-related injuries to return to work as soon as possible; and further, in cases where employees are not released to their regular positions without restrictions, and where significant work could be assigned within an individual's restrictions, the parties will encourage such employees to return to work as soon as possible within those restrictions.
- E. The Board shall continue the payment of health and life insurance up to a maximum of one (1) year for an employee unable to work and receiving Workers' Compensation if such payments were being made for the employee at the time of the work related injury.
- F. Should an employee be unable to return to work within the one (1) year period, the employee may avail himself/herself of a leave of absence for protracted illness beginning a new one (1) year period under that provision. Then, upon the release of the employee's physician to return to work as noted above, he/she shall be placed in the first open position for which he/she is qualified and which is commensurate with that which would be held had the leave not intervened. In case an employee who suffered an on-the-job injury is released to return to work but is not able to assume his/her former position, the Employer shall endeavor to place the employee in an assignment in the Bargaining Unit for which he/she is qualified contingent upon the employee's limitation.

ARTICLE XXII
Employees Protection

- A. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities, provided the employee was acting within the scope of his/her duties and authorities.
- B. As a result of physical assault upon an employee in the course of his/her employment, the Board shall endeavor, within reason, to relieve the employee of any financial loss incurred which is not otherwise covered in this Agreement.
- C. As a result of physical assault, the Board shall cover loss of pay for a period of up to five (5) days should this become necessary, and beyond five (5) days the provision of ARTICLE XXI, Workers Compensation, shall apply as in any other Compensation case, provided in each case that it is determined by the Board, or its representative, that the employee was acting in accord with and within the scope of his/her duties and authority and Board Policy.
- D. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or neglect of duty for any damage or loss to person or property.
- E. If any employee has a complaint against him/her lodged with the police department, or is sued as a result of any action taken by the employee while in the performance of his/her regularly assigned duties and performing properly, lawfully and in accordance with Board Policy and administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance be rendered to the employee in his/her defense.
- F. No bargaining unit employee shall be responsible for disciplining students.
- G. The principal in charge of an office shall, at the beginning of the school year, give the employee the name or names of faculty members or administrators to be contacted should an emergency arise during the time the administrator is not present.
- H. Employees in this bargaining unit shall not be asked to assume the duties of a faculty member, playground supervisor, lunchroom supervisor, custodian, bus supervisor or hall supervisor, except in emergencies.
- I. No employee will be required to work in a school building on school recess days unless an administrator, another employee or custodian is on duty.
- J. Mileage
 - 1. Employees shall not be required to transport students to and from school activities in their personal cars.

2. The Board shall set a mileage reimbursement rate annually which is not less than the current IRS rate per mile.
3. Employees who provide their own transportation shall be reimbursed for:
 - (a) travel between duty stations,
 - (b) other authorized travel on school business performed on a voluntary basis.
4. The Board shall instruct all employees in the district of the procedures for reimbursement.

ARTICLE XXIII
Grievance Procedure

- A. Any complaint which may arise between a Union employee and the Board as to the meaning, interpretation or application of the provisions of this Agreement may be considered a grievance subject to settlement under the procedures provided as follows:
- B. Adjustment of Grievances - Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. Level One

The employee and/or the Union with a grievance shall first discuss the matter with the immediate supervisor or principal, either directly or through a Union representative, with the object of resolving the matter informally. No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or the time when the employee/union knew of its occurrence.

2. Level Two

In the event that the employee and/or the Union is not satisfied with the disposition of the grievance at Level One, the grievance may be filed in writing to the immediate supervisor or principal within ten (10) working days. The immediate supervisor or principal shall issue a decision in writing within ten (10) working days.

3. Level Three

If the aggrieved is not satisfied with the written decision at Level Two the Union and/or the aggrieved shall appeal to the next step of the grievance procedure (Level Three) in writing to the Executive Director of Human Resources within ten (10) working days. Said hearing on the appeal shall be held at Level Three within ten (10) working days after notification has been forwarded and time and date has been mutually agreed to. The Executive Director of Human Resources shall render the decision in writing to the Union and the aggrieved within ten (10) working days after the hearing has been held.

4. Level Four

In the event the grievance is not settled at Level Three, the Union shall have ten (10) days in which to submit the same to binding arbitration by notifying the employer of its intent. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

Following the written notice of request for submission to arbitration, the Union and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the party seeking arbitration shall file a

request with the American Arbitration Association to provide a panel of arbitrators. The rules and regulations of the American Arbitration Association shall govern the selection of the arbitrator. It shall be the function of the arbitrator, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of the Agreement.

He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy or rule or any action taken by the Board, as long as such ruling by the Board has not violated the right of this Agreement. In all cases, decisions rendered by an arbitrator shall be final and binding on the parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

- C. If the grievance is sustained, the aggrieved party shall be reimbursed for any financial loss.
- D. The time limits set forth above in Levels One-Five may be extended for good cause shown or by mutual consent. Time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.
- E. The grievance procedure set forth herein shall constitute the sole and exclusive remedy for grievances.
- F. A grievance may be withdrawn at any time without prejudice.
- G. During each step where a grievance is reduced to writing the written statement shall clearly specify:
 - 1. The specific section of the Master Agreement allegedly violated.
 - 2. When this alleged violation occurred.
 - 3. In what way there has been a violation, misinterpretation or misapplication of this Agreement.
 - 4. The results of the previous step in the grievance procedure and why such results were unsatisfactory.
 - 5. The name or names of the aggrieved person or persons, the manner in which they have been injured and the proposed remedy or remedies for resolution of the grievance.
- H. The Association Representative (AR) or other bargaining unit member designated by the Huron Valley ESP and the aggrieved may be present at all grievance meetings. A representative of Michigan Education Association may also attend.
 - 1. The Board shall allow its employees the proper time off from their job, with pay, when grievance meetings are held during the regular work day.

2. Both parties shall have the right at Level Four to call in any witness that may be needed. Each party shall reimburse their witness for any loss of pay.

ARTICLE XXIV **Special Conferences**

- A. Special conferences will be held at the request of either party. Such meetings may be between the Union Officers, non-employee representatives of the Union and representatives of the Board.
- B. Arrangements for Special Conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Special Conferences shall be confined to those matters included in the agenda and shall be scheduled by the Board within ten (10) working days after the request is made. A written summary of the meeting will be prepared and approved by both parties.
- C. The Union representatives shall be allowed the proper time off their working hours without loss of pay for time spent in special conferences.
- D. The Union representatives may meet, upon written notification, at a place designated by the employer, on the employer's property for not more than one-half (1/2) hour preceding the special conference.

ARTICLE XXV
Negotiation Procedure

- A. At least sixty (60) days prior to the termination of this agreement, the parties shall commence negotiations for a successor agreement covering wages, hours, terms and conditions of employment for employees of the Board.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and by the membership of the Union. However, the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- C. An employee engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any grievance negotiation, when such meetings have been arranged by mutual consent, shall be released from regular duties without loss of salary.

ARTICLE XXVI
Contract Maintenance Committee

The Board and the Association agree to form a joint district committee entitled the Contract Maintenance Committee (CMC) consisting of four (4) members appointed by the Administration and four (4) members appointed by the Association. The purpose of this committee will be to discuss areas of mutual concerns that arise during the life of the Master Agreement to try and resolve issues before they become problems. This committee may replace other district wide groups by consensus of the group.

Issues addressed by the CMC should be global in nature and not specific to an individual. Only the teams may bring issues to the CMC, not individual members of the respective parties. Both teams must mutually agree to hear an issue that is brought to the CMC. The CMC is empowered to resolve issues within the existing decision making framework of their respective constituency.

The parties agree that before an issue is brought to the CMC, the party bringing the issue should try to resolve it at the lowest possible level in the district. Any issue that is being processed through the grievance procedure will not be taken to the CMC unless the parties mutually agree to put the grievance on hold and waive the contractual timelines of the grievance procedure. No issues involved in the Total Compensation framework agreed to by the parties will be brought to the CMC.

At each meeting at least two (2) members from each team (with a total of five members) must be present for a quorum to be established. The team members of each party will remain constant for a length of time established by the CMC. At the end of this time, either party may replace some or all of the appointed members. Members of the CMC will be trained in interest based bargaining and the consensus model will be used for decision making. Subcommittees and resource persons may be used by consensus of the group. All times, dates and agenda items will be agreed to in advance of a meeting. The CMC will not meet if there are no issues to discuss.

For the duration of this agreement, the parties agree to re-examine any financial incentives or disincentives that may impact the Huron Valley Schools as a result of legislation, federal and or state initiatives, mandates and/or state/federal administrative actions.

ARTICLE XXVII
Board Rights, Responsibilities and Protection

- A. Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the School District and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan.
- B. The Board of Education has the right to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees, except that the exercise of such rights shall not be inconsistent with the express terms and conditions agreed on and contained in this Master Agreement.

The Board shall maintain the right to have any employee examined by a Board-designated physician at its expense at any time such examination is deemed necessary.

- C. During the term of this Agreement, the Union will not authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947 as amended by Michigan Public Act 379 of 1965. (Definition from law set forth in Appendix 3.)
- D. In the event of any strike in violation of this Agreement, the Union will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of this Agreement and unauthorized by the Union, and shall advise the striking employees to return forthwith to their regular duties. The Union shall further take any and all other action reasonable within its power to bring the strike to an end. If the Union takes the foregoing steps and has not acted in violation of its obligations under this Article, it shall not be liable in any way for such strike.
- E. As used in this act the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

ARTICLE XXVIII
Separability

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any contractual provision found to be contrary to law will result in negotiations at the request of either party for the purpose of providing replacement language.

ARTICLE XXIX
Termination of Agreement

This Agreement shall continue in full force and effect until the thirtieth (30th) day of June 2015. At least sixty (60) days prior to the termination date of this Agreement, the parties shall commence negotiations for a successor agreement. The modification or amendment of any specific Article or clause shall not affect the remainder of this contract.

Either party may, upon ten (10) days written notice to the other party, after the termination date, terminate this Agreement.

HURON VALLEY E.S.P.

**HURON VALLEY SCHOOLS
BOARD OF EDUCATION**

Martee Plummer
President

[Signature]
President

[Signature]
Secretary

Lee Vardell
HVESP Chief Negotiator

[Signature]
Superintendent

[Signature]
Chief Negotiator

**APPENDIX 1-A – 2011-2015 Employees Wage Scale
(July 1, 2011 through June 30, 2015)**

	Probationary	After Probation	After 1 Year
CLASS I			
Assistant Secretary; Media Assistant; Secondary Bookstore Clerk; Secretary, Harbor HS; HS Assistant Principal Secretary; Secretary Early Childhood Program	11.43	12.44	14.98
CLASS II			
MS Records/Attendance Clerk; Receptionist, Central Office; HS Counseling Clerk; HS Attendance Clerk; Maintenance & Operations Clerk; PAL Secretary; Driver Ed Secretary; Secretary Harbor High School; Secretary Adult Ed	12.34	13.42	16.22
CLASS IIB			
Media Technicians; Library Media Technicians	13.28	13.91	16.32
CLASS III			
HS Records Clerk, Steno Clerk, Special Ed; HS Principal Secretary; MS Office Coordinator; Elementary Office Coordinator; Routing Clerk; Secretary Community Education; Secretary Community Ed & Recreational Facilities; HR Secretary Secretary Facilitator's Office; Secretary Dir. Technology; Supv. Food Service; Assistant Secretary Purchasing/Warehouse; CIS Technician; Secretary Dir. Athletics; Secretary Dir. Communications, Grant Writing, & Corp Sponsors; Administrative Support Secretary	13.28	14.16	17.34
CLASS IV			
Accounting Clerk; Accounts Payable Clerk; Payroll Clerk; Secretary Director of Community Education; Warehouse/Purchasing Secretary; Secretary Supv. of Finance; Secretary Supervisor of Transportation; Secretary Supv. Of Maintenance & Operations, Secretary Dir. Special Services; Secretary Curriculum; Secretary Dir Pupil Personnel; Secretary Dir. State/Fed Programs	14.17	14.94	18.15

2011-12 School Year: One time off-schedule payment totaling \$43,000 to be allocated to HVESP members with status as of ratification by the Board of Education and distributed as follows on the 1/25/11 pay:

- \$205 – each HVESP member
- HVESP members who elect the health insurance will also receive an additional one time amount as follows:
 - \$200 - 1 person subscribers; \$400 - 2 person subscribers and \$500 - full family subscribers.

LONGEVITY

\$510 – after 10th year of service
 \$615 – after 15th year of service
 \$720 – after 20th year of service

Employees hired on or prior to 12-16-10 are eligible for longevity pay as noted.

APPENDIX 2-A

Letter of Agreement Donation of Sick Days

THIS AGREEMENT is entered into by and between the Huron Valley Schools and the Huron Valley Educational Support Personnel Association.

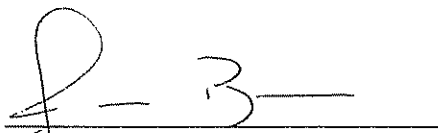
The parties agree to the mutual promises set forth below as part of the final settlement to the 2011-15 negotiations.

Employees may receive donated sick days once during an employee's contract year for a serious illness or disability that prevents the employee from working for a period of not less than ten (10) consecutive work days. Prior to receiving donated sick days, the employee must have exhausted all of his/her sick days and all but five (5) vacation days (the employee may elect to exhaust all vacation days) as well as one (1) day without pay. Donated sick days may not exceed the number of days necessary for the employee to reach long-term disability insurance eligibility date. Such donations are voluntary and will be deducted from the donating employee's total accumulation of sick days. No employee may donate more than a total of two (2) days per contract year to one individual.

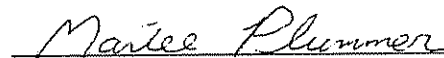
In order to receive donated sick days, an employee must notify the Association Co-Presidents (or designee) prior to exhausting his/her sick days. The Association will inform the membership that such a request has been made, as well as provide the members with the appropriate form to be completed and returned to the Association. The requesting employee must also complete and submit to the Human Resources Department a FMLA form.

This program will be operated for the duration of the 2011-2015 contract and shall expire on June 30, 2015. Any decisions made as a result of this program's implementation are exempt from the grievance procedure.

IN WITNESS WHEREOF, the parties have signed and entered into this Agreement.



James Baker, Executive Director
of Human Resources



HVESP President

Date: 10/25/11

Date: 10/27/11

APPENDIX 2-B

Letter of Agreement

**BETWEEN THE HURON VALLEY BOARD OF EDUCATION
AND THE HURON VALLEY EDUCATIONAL SUPPORT PERSONNEL**

RE: Religious observance days

This Letter of Agreement is mutually entered into by and between the Huron Valley Schools and the Huron Valley Educational Support Personnel (HVESP).

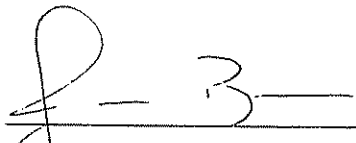
The parties mutually agree to modify Article XVI, of the 2011-2015 HVESP Collective Bargaining Agreement (CBA) as follows:

Up to three (3) sick leave days each year may be used for religious observance(s) that require the member to be absent from a workday. A member planning to use a leave day for this purpose shall notify the supervisor at least two (2) weeks in advance. Leave days for religious observance shall not be granted contiguous to a holiday or school recess unless the Superintendent approves that the circumstances of the request warrant the use of such days.

Additionally it is mutually agreed that either party may bring this issue forward as a subject of bargaining during the negotiations of a successor agreement and that the above stated modification to the CBA shall expire on June 30, 2015.

IN WITNESS THEREOF, the parties have signed and entered into this Agreement.

WITNESS:



James Baker, Executive Director
of Human Resources



Marilee Plummer
HVESP President

Date: 10/25/11

Date: 10/27/11


LETTER OF UNDERSTANDING
BETWEEN THE
HURON VALLEY BOARD OF EDUCATION
AND THE
HURON VALLEY EDUCATIONAL SUPPORT PERSONNEL
RE: EMERGENCY MANAGERS

As required by State Law the parties are signing this Letter of Understanding solely to be compliant with the law. The parties neither agree nor disagree with the following provision:

This Agreement is subject to the provisions of the Public Employment Relations Act, MCL 423.201 *et seq.*, including Section 15(7) thereof, MCL 423.215(7), and therefore may be rejected, modified, or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531.

FOR THE BOARD

FOR THE ASSOCIATION



James Baker, Executive Director
of Human Resources



Martee Plummer
HVESP President

Date: 10/25/11

Date: 10/27/11

APPENDIX 3-A HVESP Employee Vacation Assignment Chart 2011-2012 School Year

Years of Service	Date of Hire	52 Week Employees (12 mos.)	51 Week Employees (11.75 mos.)	50 Week Employees (11.50 mos.)	49 Week Employees (11.25 mos.)	48 Week Employees (11 mos.)	47 Week Employees (10.75 mos.)	42 - 46 Week Employees (less than 10.75 mos.)**
		*	*	*	*	*	*	
15	7/1/96 – 6/30/97	20	19	18	17	16	15	15
14	7/1/97 – 6/30/98	19	18.75	18	17	16	15	14.5
13	7/1/98 – 6/30/99	18	17.75	17.5	17	16	15	13.5
12	7/1/99 – 6/30/00	17	16.75	16.5	16	15.75	15	13
11	7/1/00 – 6/30/01	16	15.75	15.5	15	14.75	14.5	12.5
10	7/1/01 – 6/30/02	15	14.75	14.5	14	13.75	13.5	12
9	7/1/02 – 6/30/03	15	14.75	14.5	14	13.75	13.5	12
8	7/1/03 – 6/30/04	15	14.75	14.5	14	13.75	13.5	12
7	7/1/04 – 6/30/05	15	14.75	14.5	14	13.75	13.5	12
6	7/1/05 – 06/30/06	15	14.75	14.5	14	13.75	13.5	12
5	7/1/06 – 06/30/07	15	14.75	14.5	14	13.75	13.5	10
4	7/1/07 - 6/30/08	12	11.75	11.5	11.25	11	10.75	10
3	7/1/08 - 6/30/09	12	11.75	11.5	11.25	11	10.75	10
2	7/1/09 - 6/30/10	12	11.75	11.5	11.25	11	10.75	10
1	7/1/10 - 6/30/11	12	11.75	11.5	11.25	11	10.75	10

* Based on Article XIV, Paragraph B, Subsection 1 w/regard to step increases

** Based on Article XIV, Paragraph B, Subsection 2 w/regard to step increases

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*This index is for reference only and is not part of the master agreement.

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