

MASTER AGREEMENT

Between

HART PUBLIC SCHOOLS

And

**HART EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MEA/NEA**

July 1, 2019 to June 30, 2022

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ARTICLE I **AGREEMENT**

- A. **The Parties** - This Agreement entered into upon ratification by the parties, by and between the Hart Educational Support Personnel Association - Michigan Education Association/National Education Association, hereinafter called the "Union," and Hart Public Schools, hereinafter called the "Employer."
- B. **Purpose** - This Agreement is negotiated pursuant to the Public Employment Relations Act, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent, or expires on the expiration date of June 30, 2022, whichever first occurs.
- C. **Extent of This Agreement** - This Agreement shall constitute a binding obligation upon the Employee, the Union, and the Employer for the duration of this Agreement.

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Employer and the Union. Such modification, changes, additions, or deletions shall be in writing and signed by the Employer and the Union as an amendment to this Agreement.

The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

- D. **Precedence** - This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.
- E. **No Individual Contracts** - There will be no individual contracts with bargaining unit members for bargaining unit work.

ARTICLE II **RECOGNITION**

- A. **Positions Included** - Pursuant to and in accordance with all applicable provisions of Public Employment Relations Act, as amended, the employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer who are assigned regularly 15 or more hours of employment per week in any of the following positions: paraprofessionals, media assistants, secretaries, office assistants, and courier. (Hereinafter called "Employees")
- B. **Substitutes**
1. Substitutes working in the above positions are excluded.
 2. "Substitutes" shall be defined as a person scheduled to work during the absence of any regular employee, however, other employees may perform bargaining unit work in circumstances such as emergency situations, when operational difficulties are encountered, in the testing of materials and equipment and in the instruction, training of employees, or any other

unforeseen circumstances.

C. Positions Excluded

1. Administrators/Supervisors
2. Bookkeeper(s)
3. Bus Drivers
4. Secretary to the Superintendent(s)
5. Teachers
6. All Others

- D. Temporary Positions - A temporary position is a posting existing for fewer than sixty (60) workdays. Positions extending beyond sixty working days shall be posted as a vacancy. Any position doing bargaining work after the ratification of the contract will become part of the bargaining unit.

ARTICLE III
EMPLOYEE RIGHTS

A. Right to Organize

Pursuant to the Michigan Public Employment Relations Act, (PERA), the Employer hereby agrees that each employee shall have the right to freely organize, join, and support the Union and to engage in lawful activities for the purposes of conducting collective bargaining with the Employer. Nothing contained within this Agreement shall be construed to deny or restrict to any employee any rights he/she may have as a citizen of Michigan and the United States.

B. Discipline and Discharge

No bargaining unit members shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges, and non-renewal of probationary bargaining unit members. Any such discipline, including adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed.

C. Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any complaint not called to the attention of the bargaining unit member, within five (5) work days, may not be used in any disciplinary action against the bargaining unit member.

D. Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

E. Representation

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

F. Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members except as the seriousness and severity of the offense in the opinion of the Board may otherwise require:

1. Verbal Warning by appropriate administrator
2. Written Warning by appropriate administrator
3. Written Reprimand by appropriate administrator
4. Suspension with pay pending a "Just Cause" hearing
5. Suspension without pay
6. Dismissal for just cause only

G. Complaints against Employees

Any written complaint directed toward an employee which is to become a part of that employee's permanent personnel record and any other legitimate complaint shall be promptly called to that employee's attention within five (5) working days of the complaint being brought to the district's attention.

H. Non-discrimination

The employer agrees that it will in no way discriminate against or between bargaining unit members covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap, or place of residence.

I. Supervision

A bargaining unit member shall be responsible to only one supervisor, said supervisor to be designated by the Employer at the beginning of each contract year with written notification provided to each bargaining unit member. In the absence of a building supervisor (principal) and/or department supervisor, or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.

J. Personnel Files

Whenever disciplinary action is reduced to writing by the Supervisor, the findings and decisions of the Supervisor shall be filed, in writing, in the employee's personnel file, and a copy thereof given to the employee. An employee, upon request, at a time convenient to the Employer and employee may review the contents of his/her personnel file (excluding information exempted from the definition of a personnel record under the Bullard-Plawecki Employee Right to Know Act) and the employee may be accompanied by representation of the HESP Association or Union. The employee and/or their representative may not remove any items from the personnel file. The file and its contents are the property of the Hart Public Schools.

When an investigation is completed the employee shall be informed of the results of the investigation.

K. Physical Assault

Any physical assault upon an employee, while the employee is acting in the line of duty, shall promptly be reported to the Employer. The Employer may provide assistance suitable and/or fitting for the occasion.

L. Major Cause for Discharge

The Union agrees that the Employer has just cause to discharge any employee who:

1. Commits any felony.
2. Commits any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
3. Is absent for three (3) consecutive days without notifying the Employer. Exceptions may be made in case of extenuating circumstances.
4. Does not return from sick leave and leaves of absence. Exceptions may be made in case of extenuating circumstances.
5. Is under the influence of intoxicants or drugs while on the job.
6. Consumes or sells intoxicants or drugs on Board property or during work hours.
7. Duplicates School District issued keys without authorization.
8. Intentionally falsifies records.
9. Has or accepts another position or responsibility which conflicts with scheduled work time.
10. Fails to meet requirements established by the District, including but not limited to, those requirements necessary to hold the position as established by state or federal law or administrative regulation.
11. Has failed to properly perform his/her duties.
12. Has assaulted any student, employee of the District, or citizen.
13. Any other reason for which the just cause process was used or would warrant.

ARTICLE IV
UNION RIGHTS

A. Union Business

Other than during scheduled breaks and lunch periods or with the permission of the Employer, the Union and its representatives may not transact Union business during the duty day.

B. Use of Employer Facilities and Equipment

The Union shall have the right to use the Employer's premises outside of regular school hours for Union meetings in accordance with the Employer's normal scheduling practices.

C. Information Requests

1. The Employer agrees to notify an employee by personal contact, letter, telephone, or fax when it receives a request for all or part of the employee's personnel file under the Freedom of Information Act. The employer may remove all information from the file that is allowed by law. The employee will be provided an opportunity to review the contents of the personnel file before the information is released, provided that the employee exercises this review within the time frames necessary to allow the Employer to respond to the FOIA request. The employee may request Union representation in this review.

2. Upon reasonable written request, the Employer and the Union shall make available to the other party information necessary to assist it in the processing of grievances, administration of the Agreement, and the negotiations of successors to this Agreement.

ARTICLE V **EMPLOYER RIGHTS**

A. Laws and Authority

Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Employer had prior to this Agreement are retained by the Employer.

B. Management and Control

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees.
4. Adopt reasonable rules and regulations.
5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
6. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
7. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Employer shall not abridge any rights from employees as provided for in this Agreement.
8. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
9. The Employer shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.

10. The Employer shall determine all methods and means to carry on the operation of the schools.
11. To exercise management and administrative control of the school system, its properties, and facilities.
12. To establish hiring procedures and qualifications.
13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the workday.
14. The Employer shall continue the right to determine and re-determine job descriptions.

C. Limits

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan and the Laws of the United States.

D. Agreement

The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

E. Rules and Regulations

The Employer has the right to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement. All Board of Education minutes will be provided to the Union President after each Board meeting upon request. If the Union does not advise the Employer within forty-five (45) calendar days after formal adoption by the Board that it believes the rule or regulations to be inconsistent with the terms of this Agreement, the rule or regulation will be presumed not to be inconsistent with or in violation of any section of this agreement.

F. Job Descriptions

The Employer shall maintain written job descriptions for all classifications covered by this Agreement, which are prepared after consultation with the Union. These job descriptions contain a summary of duties to be performed, the qualifications for the position, and the essential functions necessary to perform the position. The Employer will provide employees with a copy of their job description upon initial employment and with a revised job description when there has been a change in the duties required of a particular classification. Copies of all job descriptions will also be provided to the Union.

Determining the qualifications of an employee or applicant is a prerogative of the Board of Education or its designee. In making the determination the Board or designee will use the job description and posting.

ARTICLE VI
EMPLOYEE DRUG USE AND TESTING

- A. No employee shall use or consume any illegal drugs or alcohol, on employer/company property, including in vehicles.
- B. No employee shall commence a work assignment while impaired, or under the influence, of any alcohol or illegal drug.

- C. The Employer will only use credible testing programs, such as doctors or licensed medical facilities, for any required testing which could include testing of breath, urine, blood or saliva. When an employee is tested for controlled substances, including alcohol, the doctor or clinic will save 50% of sample (either blood or urine) for future testing. Should the first test return positive, the tested employee may request that the second half of the specimen be tested by another lab. Upon such request, the split specimen will be tested by the second lab at the expense of the employee. The results of the second test will be final and binding on all parties.
- D. Failure of an employee to accept testing when the Employer determines there is reasonable suspicion shall result in termination.
- E. The Employer will not require such employee testing, except for employment applicants, without suspicion of such need.
- F. The Employer will pay for employee's time spent for directed testing, and the cost of initial testing.
- G. Employee test results will remain confidential, except as required by law.
- H. In the event any Employer alcohol or controlled substance testing requirements conflict with local, state, or federal law, the applicable law shall take precedence.

ARTICLE VII
SENIORITY

A. Seniority

- 1. Seniority begins to accumulate on the first day of work and continues to accumulate while working in any position in the bargaining unit.
- 2. Seniority continues to accumulate during approved leaves of absence and while on layoff.
- 3. Ties on the seniority list are broken by using the last 4 digits of social security numbers; the higher number will have the greater seniority.

B. Probationary Employees

- 1. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. When an employee finishes the probationary period, by accumulating ninety (90) working days of employment, the employee shall be entered on the seniority list of the unit and shall rank in seniority from the first day of employment. There shall be no seniority among probationary employees.
- 2. 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 the articles of this Agreement.
- 3. Probationary employees may be discharged, disciplined, or laid off for any reason except lawful Union activity without recourse to the grievance procedure.

C. Seniority List

1. The seniority list shall state the date of the first date of work with the Employer in any position represented in the bargaining unit.
 - a. Support staff will initial the seniority list posted Oct. 1st and return to the Central Business Office within 10 school business days. Failure to initial constitutes agreement.
 - b. Seniority maintains but does not transfer when changing classifications.
 - c. Errors, if any, must be made known to the Employer within ten (10) working days after the posting of the seniority list.
2. Employees shall be listed by the following classifications:
 - a. Paraprofessionals
 - i. Health Care Assistants
 - ii. Classroom Aides
 - b. Media Assistants
 - c. Secretaries
 - d. Office Assistants
 - e. Courier

D. Loss of Seniority

An employee shall lose seniority for the following reasons:

1. Upon termination
2. Failure to return to work when recalled from layoff as set forth in the recall procedure
3. Is laid off for twenty-four (24) months or a time equal to the length of seniority (whichever is less)
4. Is transferred to a position which is not represented by the Union. (A leave of absence may be available, See Art. VIII Q Leaves for Non-Union Positions)

ARTICLE VIII LEAVES

- A. Each employee, except those on unpaid leave of absence or layoff, will be granted one (1) sick leave day per month for the month in which the employee provided at least ten (10) days of service for the Employer. Maximum accumulation shall not exceed one hundred (100) days.

B. Usage

Sick leave days may be used for bona fide illness/disability which incapacitates the employee. Such incapacity must cause the employee to not have the ability to discharge his/her regular assigned duties. The employee may use up to four (4) sick days per year for illness/disability in his/her immediate family.

Immediate family shall be defined as minor child, spouse, parent, grandchildren, or member of the household. Additional sick days for family illness may be authorized as approved by the superintendent where the employee's presence is needed for the care of the family member and a medical statement so stating is provided. If an employee takes an unpaid leave day because of illness or disability at a time when the employee had no paid sick leave available, the employee may, upon accumulating sick leave, use that accumulated sick time to be reimbursed for the previous unpaid leave time at the end of the employee's work year. Sick days may also be used as per Article XII, D (school closings).

C. Medical Verification

Medical verification of illness may be required where an alleged pattern of absences exceeds five (5) days or when an employee is off on paid sick leave for three (3) consecutive days or more, or when the employer reasonably suspects the misuse of paid sick leave. The Superintendent may, at the Board's expense, require an employee to receive a physical or mental examination by an appropriate physician to determine whether involuntary sick leave is warranted.

D. Reporting

It is the responsibility of each employee to report unavailability for work prior to their normal starting time. Each employee shall at the time of reporting absence state the reason for absence, where the employee may be reached, and the anticipated length of absence.

E. Violation

Any employee who violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall be subject to discipline up to and including discharge.

F. Retirement Benefit

Upon retirement, the employee shall receive compensation in exchange for unused paid sick leave days in accordance with the following:

1. The employee must retire under the Michigan Public School Employees Retirement System (MPERS) and provide a written retirement effective date confirmation from MPERS. The employee must also provide a written resignation to the superintendent before the dates listed below the amount designated will be paid to the employee for each unused sick day accumulated:
 1. For notice of retirement given before April 1st, the Employer will credit \$35 per day of sick days to be paid upon retirement;
 2. For notice of retirement given after April 1st but before May 1st, the Employer will credit \$30 for each sick day to be paid upon retirement; and,
 3. For notice of retirement given after May 1st but before July 1st, the board will credit \$25 per sick day to be paid upon retirement.
 4. For notice of retirement given after July 15 the Board will make no payment for accumulated sick leave.
2. In the event of death of an employee prior to retirement, the district will pay \$30 for day of unused sick leave accumulated to the employee's designee, if any, or otherwise to his/her estate.

G. Funeral Leave

Employees will be granted up to five (5) paid leave days for each death in the immediate family,

consisting of parents and parents of spouse, brothers, sisters, sons-in-law, daughters-in-law, spouse, children, grandparents, and members of the employee's household. An employee may request additional days beyond the five (5) days granted for funeral leave, and if approved by the superintendent, such days shall be deducted from the employee's accumulated sick leave. Days may also be granted in the case of deaths outside the family, depending on the circumstances. Granting of these days shall be at the discretion of the superintendent and if granted they shall be deducted from sick leave.

H. Personal Leave

On July 1, after the first year or portion thereof, each employee will be granted three (3) personal leave days with pay to be used for personal business which cannot normally be conducted when the employee is not scheduled to work. Personal leave days may also be used on days that school is cancelled due to an Act of God, at the employee's request. Such leave shall be approved or disapproved under the following conditions:

1. Examples of appropriate business:
 - a. Funeral not covered under bereavement leave policy
 - b. Children's school activities (field trips, sporting events, etc.)
 - c. Banking business scheduled during employee work hours (mortgage closing, etc.)
 - d. Legal business scheduled during employee work hours
 - e. Child care (employee's children only)
2. Examples of inappropriate business:
 - a. Leave to be used for private or outside business for personal income
 - b. Recreation (i.e., hunting, camping, etc.) purposes
 - c. Shopping
 - d. Used as a sick day

These examples are not intended to be all encompassing. Employees shall affirm that the request for personal leave is consistent with these contractual provisions.

3. Each day must be requested, in writing on the form provided by the Employer, at least (5) days prior to the date of such leave unless the reason for such leave is an emergency. In the case of an emergency the leave must be requested verbally prior to the leave and in writing as soon as possible thereafter.
4. Neither the first or second day shall be used on the workday immediately prior to or following a holiday and/or vacation days for the employee unless approval is received by the supervisor or designee.
5. Employees may carry over a maximum of two (2) personal leave days to the following school year. The first day shall be available to use as a personal leave day. The second day shall be added to accumulated sick leave days. Personal leave days will be capped at four (4).

6. The Employer shall not be liable for the actions of the employee while he/she is on such leave.

I. Conversion Formula

In the event the employee has a change in assignment which has a different number of regular daily work hours, the following formula will be applied to convert the current earned accumulation days to the new assignment. The formula is:

$$\begin{aligned} A \text{ times } B &= C \\ C \text{ divided by } D &= E \end{aligned}$$

- A = Number of accumulated earned days in old assignment.
- B = Number of regular daily work hours in old assignment.
- C = Total earned accumulated hours in old assignment.
- D = Number of regular daily work hours in new assignment.
- E = Number of days to "carry over" to new assignment.

J. Community Interest Leave

1. Jury Duty

- a. Each employee who is subpoenaed to serve on a judicial jury or witness in the judicial process during regular work hours shall be absent with pay for the regular work hours missed because of such requirement. However such paid leave shall not be granted if the employee is the plaintiff or defendant.
- b. Each employee who is not required to be present at the court during regular work hours shall report to his/her assignment.
- c. Each employee receiving jury or witness compensation from the court or the subpoena party for such appearance shall submit the compensation (minus travel allowance) to the Employer to offset wages paid.

2. Employees who serve as volunteer firefighters in the community shall be released from duty without a loss of wages, but shall return if his/her shift has not been completed.

K. Child Care

A one (1) year, unpaid and without Board paid benefits, child care leave may, at the discretion of the Board, be granted to any employee provided the leave request is given by the employee to the Board at least thirty (30) days prior to the beginning of the leave, or as soon as possible, if in an emergency situation.

L. Leaves For Health Care Without Pay

Employees in need of a leave for health purposes shall submit a request in writing with proper supportive documentation (Doctor's statements, etc.) attached, to the superintendent. The request will be reviewed and given final approval or disapproval by the Superintendent. Leaves shall not be granted for a period of more than six months at one time. A request to extend the leave shall be treated by a new application for leave.

M. Family Medical Leave Act

To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by the law. When leave is taken by an eligible bargaining unit

member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement.

The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon bargaining unit members' greater rights or benefits than those for which they may be eligible under the Family and Medical Leave Act.

N. Coordination of Contractual Leave and Family Medical Leave Act

Due to the number of working hours to qualify for coverage under the Family Medical Leave Act, and other provisions of the law, some members of the bargaining unit do not qualify for coverage under the FMLA. Persons eligible for both coverage under the FMLA and contractual leave, are entitled to use whichever coverage would be to his or her greater benefit. However, when a person is eligible for coverage under both the contract and FMLA, the benefits shall run concurrently and not be tacked on one after another.

O. Paid/Unpaid Leave Coordination

An employee shall not be placed on unpaid sick leave until he/she has used paid sick leave available. However, at the employee's option, he/she may reserve up to ten paid sick leave days for further use when on unpaid sick leave. It is the responsibility of the employee to exercise this option in writing to the payroll department in advance of any payment for such days.

P. Return from Sick Leave/FMLA Leave

Upon return from sick leave/FMLA leave, the employee will be returned to his/her previous position if it remains vacant. If not vacant, he/she will be returned to a position carrying a similar number of hours at a similar rate of pay and benefits so long as he/she has more seniority than the person being replaced, and is qualified to perform the duties of the position.

Q. Non-Union Position

Employees may request up to a one (1) year leave of absence to take a non-union position within the Hart Public School District. Seniority will continue to accrue and the employee may return to a vacancy within the bargaining unit within one year. Loss of seniority within the bargaining unit will occur after one (1) year.

ARTICLE IX
HOLIDAYS

A. General Provisions

1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.
2. An employee must work the entire last regularly scheduled work day preceding the holiday in order to receive holiday pay, unless the employee's absence was pre-approved. An employee must also work the entire first regularly scheduled work day after the holiday in order to receive holiday pay, unless the employee's absence was pre-approved. If an emergency situation causes a single-day absence adjacent a holiday, an employee shall report the reason for the absence to the Superintendent in writing, and the Superintendent will waive this rule's application.
3. Probationary employees shall not be eligible for paid holidays.

4. In the event a holiday falls during an approved vacation, the employee will receive holiday pay.
5. Paraprofessionals shall receive one Floating Holiday per school year. This holiday is non-accumulative meaning that it must be used before the end of the school year.

Holidays

Secretary/Office Assistants/Courier

- Independence Day
- Labor Day
- Day before Thanksgiving (if school is not in session)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Good Friday PM (if school not in session)
- Memorial Day

Paraprofessionals/Media Assistants

- Labor Day (Provided the students are scheduled to report for classes prior to Labor Day)
- Day before Thanksgiving (if school is not in session)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Memorial Day

Should the holiday fall on a Saturday, Friday will be off with pay except when school is in session on Friday then the employee shall receive holiday pay (no overtime pay) for Saturday but shall not have time off. When a holiday falls on Sunday, Monday will be off with pay except when school is in session on Monday then the employee shall receive holiday pay (no overtime pay) for Sunday but shall not have time off.

ARTICLE X
VACATION

A. Conditions

1. Vacation time must be earned prior to using it. In the event an employee terminates employment prior to actually earning the time accrued in advance, the employee shall not be paid, or if the employee has used the days, shall reimburse the district for any unearned days. Vacation time earned in a given fiscal year may be used by December 31 of the following year. Unused vacation time earned in the current fiscal year, may be carried over until June 30th of the following fiscal year. Vacation time (Hours) which have been scheduled and are denied shall not be lost but shall be paid to the employee at his/her regular hourly rate in the employee's next regular paycheck.

2. Vacation time must be requested, by the employee, at least five (5) working days in advance of the vacation time, although an employee should give as much notice as possible. A response shall be submitted within five (5) working days after the receipt of the request and if denied, the reason(s) for denial shall be given. The response and/or decision is final and not grievable.
3. Employees will normally take vacation when school is not in session. These employees may use vacation at other times with the approval of the Superintendent. Vacation blackout dates shall be the week prior to the commencement of the school year and the first week of the school year.
4. Vacation pay shall be based on the eligible employee's regular hourly rate and for the normal number of hours he/she would work per day except no overtime hours shall be included as of completion of anniversary date of employment.
5. To be eligible for vacation allotment based upon employee's years of service, the employee must have the requisite service years in a position eligible for vacation. If the employee transfers from a position not eligible for vacation into a position where the employee would be eligible, the prior service time shall not count towards vacation credit.

B. Vacation Time Accrual

Secretaries and couriers shall earn paid vacation time at the following rates:

First Year	Annual Accrual	5 days
First Year	Hourly Accrual	0.0208333
Years 2-5	Annual Accrual	10 days
Years 2-5	Hourly Accrual	0.04167
Years 6-17	Annual Accrual	15 days
Years 6-17	Hourly Accrual	0.0625
Years 18 +	Annual Accrual	20 days
Years 18+	Hourly Accrual	0.08333

ARTICLE XI
SERVICE

- A.** Longevity payment will be granted to those who have worked consecutively the number of years as indicated below:

<u>Number of Years</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
10-14 Years	\$450.00	\$450.00	\$450.00
15-19 Years	\$500.00	\$500.00	\$500.00
20+ Years	\$600.00	\$600.00	\$600.00

1. The employee must be eligible as of June 30th prior to the payment date.
2. Payments will be made on or about December 15th following the date of eligibility.
3. For an employee to be eligible for longevity pay, he/she must work twenty (20) hours per week.
4. The next longevity payment will be paid on or about December 15th of each year for employees

who were eligible on June 30th the previous year.

- B. In computing longevity pay, only service in the Bargaining Unit shall be counted, and the time spent on unpaid leave and/or layoff will be deducted.

ARTICLE XII **VACANCIES AND TRANSFERS**

A. Vacancy

1. A vacancy shall be defined as a permanent unfilled position in the bargaining unit which the employer intends to fill.
3. Temporary vacancies of twelve (12) weeks (60 workdays) or less shall not be considered a vacancy as defined by this Article and shall not be subject to the conditions set forth.
3. Seasonal vacancies shall be posted as "seasonal" including the duration the position is expected to last. Seasonal positions shall not last more than ninety (90) working days, all of which shall be deemed within a probationary period.
4. Employees changing classification shall be moved to the step that is closest to their present wage rate provided it is at least equal to or better than their current rate.

Note: The employer reserves the right to place any new employee on a higher pay step on the negotiated wage scale within that classification dependent on matching the skill set required in the job description.

- B. When a vacancy exists among positions represented by the Union, notice of such vacancy shall be posted on the bulletin board for a period of at least five (5) workdays and ten (10) workdays during the summer months when school is not in session. The Employer shall notify employees of vacancies during the summer months (June, July, and August) by sending notice of same to the president of the Union as well as emailed to all staff. Said posting shall contain:

1. Job title as it appears on the job description
2. Location of work
3. Anticipated starting date
4. Rate of pay
5. Anticipated hours to be worked per week
6. Shift to be worked
7. Requirements in addition to those on job description, if any
8. If a "seasonal position" the length of time it is expected to last

- C. Interested employees may apply in writing to the Superintendent or designee.

- D. Vacancies shall be filled by the most qualified candidate, as determined by the Board. When two or more candidates are equally qualified, seniority shall prevail.
- E. The Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.
- F. In the event of promotion in or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.
- G. Involuntary transfers may be made due to elimination or consolidation of positions, for disciplinary reasons, to cover emergencies, to prevent disruptions, and/or to create efficiencies in operations. Any member involved in an involuntary transfer due to the elimination or consolidation of the position shall be given first consideration to his/her former assignment if such assignment is reinstated or becomes vacant.
- H. Persons being considered for involuntary transfer shall have an opportunity to discuss the matter with the superintendent and/or designee prior to the transfer. When involuntary transfers are made the employee(s) will be notified in writing.
- I. If the employer temporarily reassigns an employee to a position other than his/her normal position, the employee shall be paid his/her regular rate.
- J. The provisions of the Article (ARTICLE XI, VACANCIES AND TRANSFERS) shall not be operative while persons subject to recall under ARTICLE XIII are qualified and available to perform the available work.
- I. Reposting: When any bargaining unit position has the scheduled hours assigned increased by more than two and a half (2.5) hours per week or results in ineligibility for health insurance benefits, and the increase in hours is expected to last for 30 working days or more, the position will be reposted as a new position.

ARTICLE XIII **WORK SCHEDULE**

A. Work Year, Weeks, Hours

The normal work year, weeks of employment, hours, and beginning/ending time of shifts will be listed on all job postings and/or job descriptions. The work schedule for various positions within a job description may vary among buildings, shifts, etc. Work schedules are subject to change by the Board in order to accommodate the needs of the district. Notification of changes in the work schedule will be submitted to the employee(s) involved and the Union at least ten (10) working days prior to the effective date of the change, except when an emergency situation requires a temporary change.

B. Lunch Period

Duty free, unpaid lunch period shall normally be not less than thirty (30) minutes but not more than sixty (60) minutes as determined by mutual agreement between the employee involved and his/her supervisor. If mutual agreement cannot be ascertained, the supervisor will determine the length of the lunch period.

C. Emergency Situations

In the event an employee is called in to work during his/her off duty time because of an emergency and he/she does report for duty he/she will be paid a minimum of two (2) hours.

D. School Closings

When school is closed to students on a scheduled attendance day:

1. Secretaries, Paraprofessionals, Office Assistants, Media Assistant and Courier will be compensated at their regular pay for up to six (6) snow days per year unless the State mandates that those days must be made up in order to receive full state funding. After these six (6) days then the following language will prevail.

Secretarial employees report to work for their regular shift and are paid for time worked. By agreement with the immediate supervisor, such employees can take the day off without pay or use a vacation day, sick day, or personal day if such days are available.

2. All other bargaining unit members will not report to work and may use personal or sick days, if available. Upon request of the immediate supervisor, such employees may work and be paid for time worked.

E. Overtime

Employees who actually work more than 40 hours in any work week (Sunday through Saturday) will be paid for all hours beyond 40 hours at the rate of time and one half his/her regular hourly rate. Time and a half, regardless of the hours worked that week, shall be paid for working on a Saturday or Sunday, if the work is done for a non-school related event and the employee's time is being reimbursed by a third party.

1. All overtime needs to be approved in writing by the immediate supervisor in advance. In an emergency, if the immediate supervisor is unavailable, the employee should attempt to call the supervisor and leave a message about the emergency and the written authorization will be handled on the next working day.
 - a. Supervisors will try to equalize the amount of overtime offered among bargaining unit members similarly situated. For the purpose of this sub-section, overtime offered and declined will count as offered on a rotating basis.
 - b. Overtime is mandatory if assigned by the immediate supervisor.
2. To insure equitable distribution of overtime, employees will be called on a basis of seniority within buildings.

ARTICLE XIV
LAYOFF AND RECALL

A. Definition

Layoff shall be defined as a necessary reduction in the work force.

B. Notice

No employee shall be laid off unless notified of the layoff, in writing, at least twenty (20) calendar days prior to the effective date of the layoff.

C. Procedure

In the event of a layoff, the Employer shall first lay off probationary employees, if any, in the positions being eliminated within a classification. Thereafter, the Employer will lay off the least senior employees within that classification unless the lesser senior employee has training, experience, and/or qualifications necessary by the employer to maintain his or her position. The determination of an employee's qualification is at the sole discretion of the Employer.

The Employer shall not hire a new employee while there are laid off employee(s) who are qualified for a vacant or newly created position. Whether someone is qualified is a judgment reserved for the Board.

D. Reduction of Hours

In the event of a reduction in scheduled work hours or elimination of a position through layoff, employee(s) with the greater seniority may maintain his/her number of work hours by displacing the least senior employee with the same or, in the event there is not a least senior employee within the classification with the same hours, fewer annual scheduled work hours, provided he/she is qualified, as determined by the employer, and the least senior employee works the same or fewer annual scheduled hours. In no case shall a reduction of any employee's work hours, or a reduction in force take effect until twenty (20) calendar days after written notice to the affected bargaining unit member(s) is given.

E. Substitute

A laid off employee(s) shall, upon application, be granted priority status on the substitute list according to his/her seniority.

F. Insurance Benefits

Laid off employees may continue their insurance benefits, if any, by meeting COBRA requirements.

G. Recall

1. Laid off employee(s) shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified, as determined by the employer, within his/her classification.
2. Notices of recall shall be given in person or sent to the employee by certified or registered mail from the Central Administration Office to the last known address as shown on the Employer's records. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address.
3. The recall notice shall state the time and date on which the employee is to report back to work.
4. A recalled employee shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work.
5. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period.
6. Employees recalled to full-time work for which they are qualified as determined by the employer are obligated to take said work. An employee who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights and is considered a termination.

7. If the employee is laid off for more than twelve (12) months, the employee shall be removed from the recall list, however, the employee may extend his/her right of recall an additional year by sending a letter by April 1 of that year for such an extension.

H. Posting

When a position(s) becomes available and one or more persons are on layoff who are qualified to fill the position(s) said positions will not be posted as vacancies under Article XI but shall be filled by recall as set forth above.

ARTICLE XV
NEGOTIATION PROCEDURE

A. Unforeseen Matters

It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

B. Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. Separation Clause

If any provisions of the Agreement or any application of this 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.

ARTICLE XVI
GRIEVANCE PROCEDURE

A. Definition

1. A claim by an employee(s) or the Union that there has been a violation or misapplication, of any specific provision of the Agreement, may be processed as grievance as hereinafter provided.
2. A day school business day as used in this Article means a day that the central office is open.

B. Hearing Levels

1. Informal Oral Level I

When a cause for claim occurs, and within ten (10) school business days from date of cause, the affected employee(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the claim. The Union may be notified by the employee(s) and a representative thereof may be present with the employee(s) at such meeting. If the employee(s) is/are not satisfied with the result(s) of the meeting, he/she may formalize the claim in writing as provided hereunder.

2. Formal Level II

If a claim is not resolved in a conference between the affected employee(s) and their immediate supervisor, the claim may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within ten (10) school business days of the meeting between the supervisor and the affected employee(s). Written grievances as required herein shall contain the following:

- a. It shall be signed by the grievant or grievants or Union steward;
- b. It shall contain a synopsis of the facts giving rise to the alleged violations;
- c. It shall cite the section or subsections of this contract alleged to have been violated;
- d. It shall contain the date of the alleged violation;
- e. It shall specify the relief requested.

3. A copy of the grievance shall be sent or given by the employee(s) to the Union and the immediate supervisor. The immediate supervisor shall, within ten (10) school business days of the receipt of the grievance, render a written decision. A copy of this decision shall be sent or given by the supervisor to the employee(s) and the Union.

4. Formal Level III

If the employee is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within ten (10) school business days of receipt of the grievance, the grievance shall be transmitted to the superintendent or his/her designee. Within ten (10) school business days after the grievance has been so submitted, the superintendent or his/her designee shall meet with the grievant and the Union representative on the grievance. Within ten (10) school business days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the employee(s).

5. Formal Level IV

If the Union is not satisfied with the disposition of the grievance at Level III or if no disposition has been made within the period provided in Level III, the grievance may within ten (10) school business days be submitted to arbitration. The arbitrator shall be selected from a list provided by the American Arbitration Association in accordance with the rules which shall likewise govern the arbitration proceeding.

C. Arbitration Procedure

1. 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.
2. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
3. Any monetary awards of the arbitrator shall be limited to the actual losses of wages and fringe benefits subject to this contract claimed by the grievant, and no awards for punitive damages shall be prescribed.
4. Arbitration awards or grievance settlements will not be retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the

settlement be earlier than the beginning date of the school year in which the grievance was filed.

5. The Arbitrator's fee shall be shared equally by the Union and Board.
6. The Arbitrator shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice policy, rule or any action taken by the District provided that the same are not in conflict with the express provisions of this Agreement.
7. The Arbitrator shall have no power to decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law.
8. The Arbitrator shall have no power to rule upon the content of an employee evaluation. However, failure to follow the evaluation process shall be arbitrable.
9. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
10. The decision of the Arbitrator shall be final and conclusive and binding upon bargaining unit members, the District and the Union; subject to the right of the District or the Union to judicial review, any lawful decision of the Arbitrator shall be forthwith placed into effect.

D. Miscellaneous Conditions

1. Time limits may be extended by mutual written agreement.
2. Any claim while this Agreement is in effect, including a mutually agreed upon extension of the Agreement, may be processed through the grievance procedure until resolution. No grievance or claim shall be filed for any cause which occurred prior to the effective date of this Agreement or after the termination date of this Agreement except for the articles and sections, if any, which were mutually agreed to extend and only up to their termination date.
3. An employee, who must be involved, as the aggrieved and/or to testify, in an official hearing required by the grievance procedure during the work day shall be excused with pay for that purpose.

ARTICLE XVII
WAGES

2019-20 Position/Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10
Paraprofessional	10.44	10.93	11.46	12.00	12.47	12.71	12.87
Media Assistant	12.32	12.90	13.53	14.17	14.73	15.00	15.17
Courier	9.71	10.29	10.66	11.18	11.59	11.81	11.98
Secretary	14.04	14.64	15.28	15.95	16.51	16.80	16.96
Office Assistant	12.76	13.01	13.26	13.51	13.76	13.91	14.06

2020-21 Position/Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10
Paraprofessional	10.96	11.48	12.04	12.60	13.10	13.34	13.51
Media Assistant	12.94	13.55	14.21	14.88	15.47	15.75	15.93
Courier	10.20	10.80	11.19	11.73	12.17	12.40	12.58
Secretary	14.74	15.37	16.04	16.75	17.34	17.64	17.81
Office Assistant	12.76	13.01	13.26	13.51	13.76	13.91	14.06

2021-22 Position/Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10
Paraprofessional	11.51	12.05	12.64	13.23	13.75	14.01	14.19
Media Assistant	13.58	14.23	14.92	15.62	16.24	16.54	16.72
Courier	10.71	11.34	11.75	12.32	12.78	13.02	13.21
Secretary	15.47	16.14	16.85	17.58	18.20	18.52	18.70
Office Assistant	12.76	13.01	13.26	13.51	13.76	13.91	14.06

The following stipends shall be added to the hourly wage schedules listed above:

An additional stipend of \$1.75 per hour shall be paid to Paraprofessionals with a CDA or Associates in field.
An additional stipend of \$0.25 per hour shall be paid to Health Care Paraprofessionals.

Note: Step increases shall be applied on the employee's anniversary date.

ARTICLE XVIII
FRINGE BENEFITS

A. Health Insurance

For coverage years that begin in 2019 and 2020, the district share of payments for medical benefit plan premiums, co-pay reimbursements, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs shall be those published by the Michigan Department of Treasury for the corresponding coverage periods. Employees shall pay for the remaining share of any health insurance premiums.

1. Any employee who is employed an average of 30 or more hours per week shall be offered health insurance.
2. The district shall pay the amount of the deductible at the start of the plan year, depending on family coverage, into a health savings account for each employee who elects health care coverage. HSA contributions shall be made in January for eligible employees. Hard Cap language is in accordance with PA 152.
3. If an employee becomes eligible for Medicare and elects Medicare in lieu of health insurance coverage, Medicare Part B premiums shall be paid by the Board on behalf of the employee, spouse and/or dependents as defined by the underwriter.

B. Cash-in-Lieu

An employee who is eligible for medical benefits and shows adequate documentation that he or she has health care coverage through a spouse's employment may receive \$400 per month cash in lieu of health insurance to be allocated in accordance with the Section 125 Cafeteria Plan.

C. Dental, Vision, and Long Term Disability Insurance

Bargaining unit members may elect to receive dental, vision, and disability insurance benefits. The district will pay a share of the cost of those benefits selected which is equal to \$0.65 for each regularly scheduled hour of work during the month. Any remaining cost shall be paid out of payroll deductions from the employee's checks.

D. Coverage Levels

1. Full-time, full-year employees who work 2080 hours per year are eligible to receive medical, dental, vision, and disability insurance, up to the hard cap.
2. Media assistant and paraprofessional employees who work less than 2080 hours per year shall not be eligible for employer-paid insurance under the contract. Employees who are not otherwise eligible for employer-paid insurance coverage may, through payroll deduction, purchase health insurance at their own expense.
3. The employee may also choose to participate in the district's medical benefit plan, but if the employee does not qualify for full benefits, the district will contribute a maximum of \$0.65 for each regularly scheduled hour of work during the month toward the cost of the medical benefit plan. The remaining cost will be deducted from the employee's pay.

E. Miscellaneous Provisions

1. It is the responsibility of the employee to properly enroll in eligible programs and to update records and enrollment promptly. The employer's responsibility is limited to the payment of premiums for that share


of the costs as determined above, for those persons who have properly and timely enrolled.

2. The insurance benefits described above begin on the first day of the month after employment in the bargaining unit and after the employee has signed up for said insurance with the business office.
3. Payroll deductions will be computed by the formula established above, but the actual amount of deduction will change from time to time as the premiums are adjusted.
4. Deductibles are computed on a calendar year basis. The employer shall establish and deposit for each employee covered by the plan a Health Savings Account (HSA) or a Health Reimbursement Account (HRA) not later than the first business day in January an amount equal to the employee's deductible amount consistent with the provisions of the internal revenue code.
5. In the event an employee becomes eligible and elects medical coverage after January 1 of each year, an HRA or HSA shall be established for that employee for the calendar year. The employer agrees to continue to fund the deductible amounts at a level equal to the funding levels established above and shall continue through the end of the school year.
6. When an employee leaves employment with the district, insurance terminates on the last day of the month in which the employee works.
7. The Board and the Association, by mutual consent, may change carriers during the duration of this agreement and such change shall not be interpreted as amending or reopening the contract.
8. When an employee leaves employment with the district, insurance terminates on the last day of the month in which the employee works.

ARTICLE XIX
DURATION OF AGREEMENT


This Agreement shall be effective upon ratification and shall continue in effect until midnight, June 30, 2022.

**HART EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**



Date: 6-25-2019
President, HESPA

**HART PUBLIC SCHOOLS
BOARD OF EDUCATION**



Date: 6/24/2019
President, Hart Board of Education