

# *Master Agreement*

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Between the  
Haslett Applied Services Association  
MEA/NEA

and the

Haslett Board of Education

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2013-2016

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## **ARTICLE 1: AGREEMENT**

This Agreement is entered into by and between the Board of Education of the Haslett Public Schools, hereinafter referred to as the Employer and the Haslett Applied Services Association/MEA/NEA, hereinafter referred to as the Association.

## **ARTICLE 2: RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer hereby recognizes the Michigan Educational Support Personnel Association as the exclusive bargaining representative for all employees in the custodial service, grounds service, maintenance service, food service and transportation service, but excluding all supervisors, coordinator, (except food service), the bus mechanic and all other certified and non-certified employees in the Haslett Public Schools.
- B. The Employer agrees not to negotiate with any labor organization other than the Haslett Applied Services Association/MEA/NEA for the duration of this Agreement.

## **ARTICLE 3: CONTINUITY OF OPERATION**

- A. The Employer agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act.

## **ARTICLE 4: MANAGEMENT RIGHTS**

- A. The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities and the activities and its employees.

2. To hire all employees and, subject to the provisions of the law, to determine their qualification and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms herein are in conformance with the Constitution and laws of the State of Michigan, and the United States.
- C. The Employer shall have the right to establish, evaluate, change and eliminate jobs; however, the rate of pay for a job which is currently occupied by a bargaining unit member shall not be reduced when there is no substantial change in the responsibilities of said job.
1. With regard to new or changed jobs, the Employer shall develop, establish and revise job descriptions, classifications and rates of pay and place them into effect.
  2. The Employer will provide the Association President with written notice of any new or changed jobs within five (5) work days of such action by the Employer. A job posting sent to the Association President shall be considered written notification.
  3. If requested by the Association, within thirty (30) calendar days after new or changed jobs are established, the Employer will meet with the Association to negotiate the rate of pay and classification.
- D. The immediate supervisor for transportation, custodial, maintenance and grounds employees shall be the Director of Support Services and in the instance of food service, the food service supervisor. In the event of any restructuring, the District will provide notice of the new supervisory reporting structure.

## **ARTICLE 5: ASSOCIATION AND EMPLOYEE RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that bargaining unit members shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board further agrees that it will not discourage or deprive bargaining unit members of the enjoyment of any rights conferred by the Act or other laws; that it will not discriminate against any bargaining unit member with respect to hours, wages, or conditions of employment by reason of Association membership or participation in collective negotiations with the Board or the institution of any grievance.
- B. Duly authorized representatives of the Association shall be permitted to transact official business on school property, provided that such business shall not interfere with normal operations. When a person other than the Uniserv Director is to meet with the Association, the Superintendent will be notified.
- C. The Association shall have the right to use school buildings and facilities subject to existing Board policy.
- D. The Association shall have the right to use school equipment, including typewriters, mimeograph machines, other duplicating equipment and calculating machines with the approval of the Superintendent or designate. The Association shall provide the materials and supplies necessary for such use.
- E. The Association may use the regular inter-mail service and mail boxes for communications to its members provided such mail is marked Applied Services business.
- F. Association Representatives shall be permitted to post Association notices and deliver Association communications to the Employer and/or his representative during working hours without loss of pay.
- G. The Employer will provide space in each building which may be used by the Association for posting notices of the following types:
  - 1. Notices of recreational and social events;
  - 2. Notices of elections;

3. Notices of election results;
  4. Notices of meetings;
  5. Items, lists, etc., pertaining to overtime, seniority, sick leave, job openings shall be posted by the Employer on regular bulletin boards so designated in each building.
- H. The Association shall be entitled to a maximum of six (6) days of released time each year for the purpose of conducting Association business. Should a substitute be employed, the Association agrees to reimburse the Employer for the normal costs of said substitute.
- I. The Employer agrees to furnish to the Association, in response to reasonable requests, information which the Association requires to administer this Agreement and to formulate contract proposals. The release of such information shall be in compliance with the Freedom of Information Act.
- J. The Employer agrees not to discriminate against or between bargaining unit members because of race, creed, religion, color, national origin, age, sex, marital status or physical characteristics.

#### **ARTICLE 6: DUES, FEES AND PAYROLL DEDUCTIONS**

- A. The Association shall notify the Employer of the amount to be payroll deducted for each bargaining unit member within two (2) weeks of the beginning of school or within thirty (30) days of employment, whichever is applicable.
- B. If any provision of this Article is deemed invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- C. Should the Employer consider a new annuity company in accordance with Board Policy #4146.1, it will seek recommendations from the Association through its President.

- D. In the event of a verified overpayment in salary or benefits under the terms of this Agreement, the employee will make repayment to the Employer. In the event the employee fails to make the repayment, the Employer may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCLA 408.477.

#### **ARTICLE 7: NEGOTIATIONS PROCEDURES**

- A. On or before May 1, prior to the expiration of this Agreement, the parties will begin negotiations on a successor agreement to cover wages, hours and conditions of employment.
- B. Neither party in any negotiations shall have any control over the selection of the 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.

#### **ARTICLE 8: STEWARD SYSTEM**

- A. The Association shall designate a unit president and provide the Employer with written notice of the name of the individual so designated.
- B. The Association shall designate a chief steward and an alternate steward and provide the Employer with written notice of the names of the individuals so designated. In the event there is a change in the chief steward or his alternate, the Association shall provide the Employer with written notice of such change within three (3) working days. No bargaining unit member shall act as chief steward until written notice has been given to the Employer.
1. The chief steward shall be permitted to investigate and present grievances to the Employer during working hours and without loss of time or pay.
  2. The chief steward shall notify his immediate supervisor before he leaves his work site and upon his return. Any alleged abuse of this provision shall be subject to a special conference and may result in disciplinary action.
  3. The time spent in investigating grievances shall be reported to the Superintendent or his designee each week and shall be done in writing on the appropriate forms.

- C. Upon the request of either party, the Association President and the Employer shall arrange for a special conference.
1. No more than four (4) representatives of the Association may be present at such meetings unless mutually agreed otherwise.
  2. Arrangements for a special conference, including those who are to attend shall be made in advance.
  3. An agenda of the matters to be taken up during the meeting shall be presented at the time the conference is requested.
  4. Conferences shall be scheduled at mutually acceptable times.
  5. Bargaining unit members shall not lose time or pay for any time spent in a special conference.
  6. Association Representatives may meet on the Employer's property for up to one-half hour preceding a special conference provided a written request has been made.

<b>ARTICLE 9: GRIEVANCE PROCEDURE</b>
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- A. A grievance shall be defined as an alleged violation of this Agreement.
1. Nothing contained in this Agreement shall prevent a bargaining unit member from presenting a grievance and having the grievance adjusted by the Employer without the intervention of the Association provided such adjustment is consistent with the terms of this Agreement and provided further that the Association shall be notified of such adjustment.
  2. If the Association has a grievance, the Association shall submit the same in writing at Level Two.
- B. The chief steward or his alternate will process grievances.
- C. The term "days" as used herein shall mean working days.



- D. A written grievance shall contain the following:
1. It shall be signed by the grievant(s).
  2. It shall be specific.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  4. It shall cite the sections or subsections of this Agreement alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.
- E. Any written grievance not filed substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.
- F. The time limits provided in this Article shall be strictly observed, but may be extended by mutual agreement between the parties.
- G. A grievance filed prior to the expiration of this Agreement, may be processed through the grievance procedure until final resolution.
- H. All preparation, filing, presentation or consideration of grievances up to arbitration shall be held at times other than when a bargaining unit member or a participating Association Representative is to be at his/her assigned duty stations unless mutually agreed otherwise.
- I. At each step of the grievance procedure, the bargaining unit member may have the designated Association Representative present if he so chooses.
- J. Should a bargaining unit member fail to institute a grievance or appeal a decision within the time limits specified, or should he leave the employ of the Board, all further proceedings on a previously instituted grievance except a claim involving a remedy directly benefiting the grievant regardless of his employment, shall be barred.
- K. The grievance form is attached to this Agreement as Appendix D.

L. Level One

1. A bargaining unit member believing himself wronged by an alleged violation of the express terms of this Agreement, shall within ten (10) days of its alleged occurrence or within ten (10) days of when he could have reasonably been expected to know of the alleged occurrence, orally discuss the problem with the immediate supervisor in an attempt to resolve it.
  - a. The bargaining unit member/chief steward will notify the immediate supervisor that this may be the beginning of the grievance procedure.
  - b. For purposes of this Article, the immediate supervisor shall be as defined in article 4 (D).
2. If no resolution is obtained within five (5) days of the discussion, the bargaining unit member shall reduce the grievance to writing and provide copies to the building principal/immediate supervisor and the chief steward.
3. Within five (5) days of the receipt of the grievance, the building principal/immediate supervisor shall render a decision in writing and provide copies to the grievant and the chief steward. If no decision is rendered or if the decision is unsatisfactory, the grievant may, within five (5) days, proceed to Level Two.

M. Level Two

1. A copy of the written grievance shall be filed with the Superintendent, or his designated agent, the immediate supervisor and the chief steward.
2. Within five (5) days of the receipt of the grievance, the Superintendent, or his designated agent, shall orally discuss the grievance with the grievant(s) and his representative in an effort to resolve the same. Within five (5) days of the discussion between the parties, the Superintendent, or his designated agent, shall respond to the grievance in writing with copies provided to the Association and the grievant(s).

N. Level Three

1. If no response is rendered within the five (5) day period, or if the Association is not satisfied with the disposition of the grievance at Level Two, it may within fifteen (15) days after receipt of the written decision of the Superintendent, request the selection of an arbitrator either by mutual agreement or through the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.
2. It is agreed that the decision of the arbitrator shall be final and binding upon the parties and that judgment thereon may be entered in any court of competent jurisdiction. Any lawful decision of the arbitrator shall be placed into effect.
3. No more than one (1) grievance may be heard by the arbitrator at the same time except upon mutual agreement of the parties.
4. The cost of the arbitrator shall be shared equally by the parties.
5. The Association shall reimburse the Employer for the cost of a substitute should one be hired so that regularly employed unit members may be released from their normal responsibilities without loss of pay to serve as a witness in an arbitration proceeding.

O. The powers of the arbitrator are subject to the following:

1. He shall have no power to add to, subtract from, disregard, or modify any of the terms of this Agreement.
2. He shall have no power to establish salary scales or to change any salary.
3. He shall have no power to change any practice, policy, rule, or any action taken by the Board, except when such practice or policy violates this Agreement.
4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement

that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

5. He shall have no power to rule on the discipline or termination of a probationary bargaining unit member.
6. He shall have no power to interpret state or federal law.
7. He shall not hear any grievance previously barred from the scope of the grievance procedure.
8. If the Employer disputes the arbitrability of a grievance, the arbitrator shall first rule on the question of arbitrability. In the event the arbitrator rules that the grievance is not arbitrable, he shall return said grievance to the parties without decision or recommendation on its merits.

#### **ARTICLE 10: DISTRIBUTION OF WORK**

- A. Overtime and additional hours shall be offered and distributed to bargaining unit members within each classification and school building as equally as possible.
  1. Overtime and additional hours will be organized by the use of a rotation list and will be offered to each bargaining unit member on a rotating basis beginning with the most senior bargaining unit member with the least number of overtime or additional hours.
  2. Bargaining unit members assigned to more than one (1) building shall be offered overtime or additional hours on a rotating basis within each of their assigned buildings. The opportunity for overtime or additional hours in one (1) of the assigned buildings shall not adversely affect the bargaining unit member's opportunity for overtime or additional hours in another assigned building.
  3. Overtime, when available, shall be offered to qualified members of the bargaining unit. The foregoing shall not prevent the Employer from hiring temporary help for seasonal or special projects provided that such hiring of temporary help shall not adversely affect the regular hours of members of the bargaining unit.

4. The immediate supervisor and the head custodian shall distribute overtime, additional hours and keep the rotation list current and accessible to all bargaining unit members who are in the building/classification he/she supervises.

The immediate supervisor and the head custodian shall be mutually responsible for the implementation of Section A.

5. For purposes of maintaining the rotation list, a bargaining unit member's absence on any day that overtime time or additional hours are offered or are available shall be recorded as if they had been accepted.
6. For purposes of maintaining the rotation list, the refusal of an offer of overtime or additional hours shall be recorded as if they had been accepted.
7. Upon completion of the probationary period, a bargaining unit member shall be added to the rotation list and shall be charged with the same number of hours that are recorded for the bargaining unit member holding the greatest number of overtime or additional hours.
8. Overtime and additional hours shall be voluntary.
9. The rotation list shall continue in effect from year to year.
10. Overtime and additional hours shall not be offered to, or authorized for, substitute employees who are not members of the bargaining unit except when there are no bargaining unit members in the building who are available to do the work. If there are no substitutes available, a bargaining unit member from a different classification can work as a substitute for the regular rate of pay for that assignment provided that it does not interfere with their regular schedule.
11. In the event the Warehouse Clerk/Truck Driver declines overtime, the work will be assigned in the following manner:

By September 1 of each year, bus drivers interested in working extra hours driving the truck when the regular driver is not available to work overtime, will sign up on a rotational roster with the Supervisor of Operations.

Extra work opportunities will be rotated on the basis of seniority beginning with the most senior bargaining unit member with the least number of additional hours.

The Employer reserves the right to bypass an individual where lifting is required and the bargaining unit member is restricted in performing such work.

12. With the exception of Section 11 above, the foregoing shall not apply to bus drivers.
13. By October 1 of each year, food service employees interested in working extra hours beyond their scheduled hours of work will sign up on a rotational roster with the Director of Food Services. Extra hours will be scheduled with members within the buildings they work first.

Catering work shall be offered to all bargaining unit members on a posted rotation list based on seniority.

- B. A bargaining unit member reporting for emergency duty outside of his regular shift shall be permitted to complete his regular shift also.
- C. In no event shall a bargaining unit member be required to work more than sixteen (16) hours straight.
- D. Qualified bargaining unit members who are regularly assigned less than a full twelve (12) month period shall have the first opportunity for seasonable employment or special assignments which are funded by the Employer. Bargaining unit members who accept such employment shall receive the rate of pay listed on the job posting. Such rates of pay shall be as established in the Master Agreement, where applicable.
- E. A bargaining unit member who accepts the type of employment outlined in Section D above, shall be entitled to any and all benefits that have accrued to him under the terms and conditions of the Master Agreement except that said employment shall not entitle the ten (10) month bargaining unit member to benefits which are specifically reserved for twelve (12) month bargaining unit members.

- F. During the summer months and vacation periods, shift changes shall be made on the basis of seniority with the most senior unit member within a building and classification being granted preference first.
- G. When school district facilities are used after school hours; and when the facilities are found in a disorderly condition, the bargaining unit member shall report said condition to his immediate supervisor. The immediate supervisor shall assist the bargaining unit member by establishing the work priorities for that particular shift.

<b>ARTICLE 11: WORKING HOURS AND CONDITIONS</b>
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- A. The Employer will set forth work schedules and assignments which can reasonably be completed within the bargaining unit member's normal work week.
  - 1. The first shift is any shift that regularly starts on or after 4 a.m. but before 11 a.m.
  - 2. The second shift is any shift that regularly starts on or after 11 a.m. but before 7 p.m.
  - 3. The third shift is any shift that regularly starts on or after 7 p.m. but before 4 a.m.
  - 4. All bargaining unit members working an afternoon or evening shift may be rescheduled to the day shift when school is not in session. Such rescheduling to the day shift shall not reduce the total weekly hours for the bargaining unit member.
  - 5. The regular full working day shall consist of not more than eight (8) hours per day.
  - 6. Bargaining unit members shall receive at least seven (7) calendar days notice of any change in their normal starting and quitting time.
- B. Bargaining unit members, except bus drivers, may take a paid break not to exceed fifteen (15) minutes for each four (4) hours worked. The schedules will be arranged by the bargaining unit member's immediate supervisor.

- C. Thirty (30) minute unpaid (paid for third shift custodians) lunch schedules for those employees scheduled to work at least six (6) hours per day, shall be arranged by the bargaining unit member's immediate supervisor. A bargaining unit member who is called upon to interrupt his lunch period will be given additional time to resume his lunch. Day shift custodians will also be given a second serving of hot lunch in case the custodians first lunch is allowed to become cold.
- D. Bargaining unit members shall be granted a five (5) minute personal clean-up period at the end of each shift.
- E. As soon as possible, but no later than two (2) hours before the commencement of their regular shift or bus run, bargaining unit members shall notify their immediate supervisor or his designee when they expect to be absent for any reason. Exceptions may be made for good cause shown.

As soon as possible, but no later than one (1) hour before the commencement of their regular shift or bus run (two hours in the instance of the second shift), bargaining unit members shall notify their immediate supervisor or his designee when they expect to be absent for any reason. Exceptions may be made for good cause shown.

- F. The Employer will provide a substitute, where appropriate, for absent bargaining unit members. Substitutes shall be used to perform bargaining unit work only during instances of absence by a regular bargaining unit member or when an unfilled temporary vacancy exists or when an unpaid leave of absence has been granted pursuant to this Agreement.
- G. A uniform allowance shall be provided by the Employer according to the following:
  - 1. The type of uniform that will be provided for cooks, servers and the cashier will be mutually determined by said bargaining unit members and a representative of the Employer. Replacements will be provided by the Employer as needed.
  - 2. Each custodian shall receive five (5) sets of shirts and slacks or smocks and slacks with name tags provided by the Employer. Replacements will be provided by the Employer as needed.



3. Maintenance employees shall receive five (5) uniforms with name tags. Replacements will be provided by the employer as needed.
  4. Food service employees shall be provided with four (4) shirts, two (2) aprons and one (1) hat every year. They will be replaced if damaged during the performance of work duties. In addition, they will receive seventy-five (\$75.00) dollars per year in reimbursement for other items needed.
- H. The Employer shall provide for the reasonable replacement of tools necessary to do a job.
- I. It is understood that bargaining unit members in the "Cooks" classification may be scheduled to work cleaning the kitchen area during "inservice days" and at other times when work is available.
- J. The Employer shall schedule its meetings with bargaining unit members on the Employer's time whenever reasonably possible. Meetings which are otherwise scheduled shall entitle the unit members to be paid at their hourly rate of pay for such time spent meeting with the Employer.
- K. On days when school is cancelled or delayed because of weather conditions or other emergencies:
1. Custodians and maintenance personnel shall report to work at their regularly scheduled time and location. If the bargaining unit member is going to be late arriving or is unable to report to work, he shall contact his immediate supervisor and will have the option of using an available personal leave day (see Article 17 A.5) or an accrued vacation day (see Article 18 B) for a portion or the entire day.
  2. Bus drivers shall report for their runs unless otherwise notified.
  3. Food services personnel and bus drivers will be compensated for up to two (2) days when school is cancelled due to adverse weather or other Acts of God. Such employees will be compensated for any days that are rescheduled in addition to the two (2) days referenced above.

A bus driver or food service employee who has requested the use of a paid leave day on a day when school has been cancelled for the above reasons, shall suffer neither loss of salary nor loss of leave time.

4. Notwithstanding the foregoing, if the Legislature and/or the Department of Education does not require that "Act of God" days be rescheduled for the receipt of state aid, bus drivers and food service personnel who are scheduled to work, shall not be required to report for work and shall suffer neither loss of leave time nor loss of salary.
  5. For bargaining unit members working in positions which coincide with the student calendar, the Employer shall have the option of requiring the employee to report to work beginning with the second day of consecutive "Act of God" days.
  6. Bargaining unit members will be expected to work on any days that school is rescheduled for students.
- L. During the winter months when the grounds personnel are responsible for snow removal, said personnel shall receive approval from the Superintendent or his designee when his time working at removing snow will exceed the normal eight (8) hours of work or will necessitate weekend work.
1. Snow removal in excess of eight (8) hours or on Saturday shall be paid at time and a half.
  2. Sunday and holiday snow removal shall be paid at double time.
- M. A safety committee of bargaining unit members and a representative of the Employer is hereby established. This committee will include the Association President and/or Chief Steward and shall meet after regular working hours for the purpose of making recommendations to the Employer. Any immediate safety problem will be handled promptly.
- N. An employee called in to plow snow will be allowed to complete his/her regular shift, at the employee's option, if he/she is called in less than two (2) hours before his/her regular starting time.

An employee called in to plow snow will be allowed to work ten (10) consecutive hours (eight [8] hours straight time and two [2] hours

overtime), at the employee's option, if he/she is called in two (2) or more hours before his/her regular starting time.

Article 10, B. of the Master Agreement shall not apply to employees called in to plow snow except as described above.

- O. When the band is taking a trip and utilizing the trailer, the work will be first offered to the Maintenance Department and if no employee is available, the work will be distributed through the bus drivers Charter Trip rotation system in Article 12.
- P. Transportation and Food Service employees shall be provided one-half (1/2) additional day for training during each year of the contract.

## **ARTICLE 12: TRANSPORTATION EMPLOYEES**

- A. Transportation employees shall meet with the Employer prior to the start of each school year for the purpose of bidding on bus routes. The Employer shall provide written notice of the intended date of said meeting not later than June 1 of the preceding school year.
  - 1. Bus runs will be assigned on the basis of seniority with the most senior drivers bidding on available routes first.
  - 2. In the event bus routes and/or their times are increased/decreased, or where there is a layoff, all bus routes will be reopened for bidding subject to the following limitations:
    - a. No bidding will transpire subsequent to the start of school for a period of six (6) weeks and then only if there is an adjustment in daily time on a drivers route which would have impacted the sequence in which drivers could have selected routes before the start of the school year under Section A(1) above.
    - b. Subsequent to any rebidding which may occur under Section A(2), where there is an increase or decrease in time on a route of at least thirty (30) minutes pay per day, rebidding will take place and reassignments will take immediate effect. Such rebidding will not occur more than one time in any sixty (60) calendar day period.

Subsequent to any rebidding which may occur under Section A(2), where there is an increase or decrease on a route of less than thirty (30) minutes pay per day, changes in assignments will take place at the beginning of the second semester. No changes in assignments will be made in these instances during the second semester.

In the event bus routes and/or their times are changed or reduced, all bus routes will be reopened for bidding except as follows:

- a. No bidding will transpire subsequent to the start of school for a period of six (6) weeks and then only if there is an adjustment in daily time on a driver's route which would have changed the order in which the drivers initially selected the daily routes prior to the start of school (i.e., a less senior driver acquires an additional 30 minutes and bypasses a more senior driver, etc.); and
- b. No bidding will transpire after the period set forth in subsection 1 immediately above unless there is a vacancy or an increase or decrease in the time for a route of at least thirty (30) minutes per day.

Changes in route assignments in such instances will transpire at the beginning of the second semester.

- c. No rebidding attributable to changes in route times or vacancies will transpire subsequent to the commencement of the second semester.
  - 1.) No new bidding will occur within the first six (6) weeks of school.
  - 2.) No new bidding shall occur for sixty (60) calendar days from the last bidding provided there are no layoffs.
3. New shuttle runs will be posted for bidding when they become available. In the event a student is absent and notification takes place on the day of the scheduled run, payment for the special shuttle run shall be provided. If absence notification occurs any day prior to the scheduled run, payment will not occur.

- B. All drivers shall complete the driver training course as prescribed by the State of Michigan.
1. Drivers shall be compensated for all hours in attendance at said training sessions as required by the Department of Education at the charter trip rate provided they complete the required training and receive certification of the same. In addition, the driver shall be compensated at the charter trip rate for up to one (1) hour of travel time to and from classes.
  2. Failure to complete the training course required by the State of Michigan shall result in the course cost being deducted from the driver's pay unless the reason for such failure was beyond the driver's control.
- C. The Employer will reimburse each driver for the Commercial Driver License fee. In the event the driver terminates employment or leaves the driver classification prior to the expiration of the license, the bargaining unit member will reimburse the Employer for a proportionate part of the unexpired license.
- D. Summer school routes shall be considered to be regular runs and shall be compensated at the driver's regular rate of pay.
- E. A noon run shall be assigned to the most senior bargaining unit member who, as of the date that the noon run is assigned, has no conflicting run during the time in question.
- F. Check-out and warm-up time are considered to be part of a bus run and part of a charter trip. Drivers shall be paid for said time up to a maximum of fifteen (15) minutes for each bus run.
- G. Regular runs and charter trips which occur during the summer months shall be offered to the most senior driver(s). There shall be no limit as to the number of runs and/or trips any one (1) driver may accept.
- H. When the employer is the primary financier of a field trip, sports trip, or other special trips requiring the transportation of students by employees of the Employer, bus drivers will normally provide the transportation, unless private owned cars or the Employer-owned van are used.

## I. Charter Trips

1. Drivers shall be eligible for charter trips after ninety (90) working days. Substitute driving time shall be counted towards the 90-day waiting period.
2. Charter trips shall be posted on a weekly schedule with assignments being made once a week.
3. Charter trips which are scheduled after the posted trips have been accepted, shall also be posted as they become known. If a charter trip cannot be posted because of time limitations, the trip will be offered to the next available driver based on the rotation list. Every attempt will be made to give a driver twenty-four (24) hour notice. Non-posted trips which become available within one (1) hour of their actual start time shall not count as a trip for the purpose of counting time on the charter trip rotation list. All such trips will be paid at the driver's regular rate if they occur during the driver's scheduled regular run.
4. Charter trips shall be assigned to drivers on a rotating basis in accordance with the drivers' seniority and preference for said trips. When the seniority list has been exhausted from top to bottom, the rotation process will be started over again.
5. Drivers shall indicate their choice of a charter trip(s) at the time of bidding.
6. Except under extenuating circumstances, all drivers assigned to a charter trip shall provide twenty-four (24) hour notice when they are unable to take a trip. There shall be no trading of trips among drivers.
7. When a driver is assigned a charter trip which is cancelled but the driver is not notified prior to the beginning of the trip, the driver shall be compensated for one (1) hour. When the above occurs after 6 p.m. or on a weekend, the driver will be compensated for two (2) hours.
8. When two (2) charter trips overlap, but do not conflict with one another, they can be assigned to one driver provided they do not interfere with a regular bus run.

9. Except in the case of an emergency, when a driver fails to appear for an assigned charter trip, said driver shall forfeit his right to the next charter trip for which he is eligible. Thereafter, he may bid on a charter trip.
10. Drivers shall be compensated on a continuous basis from the time they leave the bus lot until they return to the bus lot for all trips which do not require the driver to stay overnight.
11. When a charter trip requires that a driver stay overnight, he shall be compensated for all driving time. Further, the Employer shall provide lodging and meals at or near the location of the activity.
12. A bus driver whose charter trip begins after the starting time of his regular run shall receive up to one and a half (1-1/2) hours at the regular rate; thereafter, time will be paid at the charter trip rate.

If a charter trip is scheduled to leave before the regular bus run, but in reality leaves one (1) hour or more after it was scheduled to leave, the bus driver shall be paid up to two (2) hours at his regular rate of pay.

13. Should a driver sign for a run in good faith with the expectation of being back in time for his regular run as stated in the bid, and be prevented from doing so by unforeseen circumstances, he shall not be docked in pay for his regular run. The driver shall notify the Employer by telephone or radio of the unforeseen circumstances as soon as he knows that he will be late. Unless prevented from doing so, he shall notify the Employer at least thirty (30) minutes prior to the start of his regular run. Upon his return, the driver shall report in for work and shall remain for the balance of the time of his regular run in case he is, in the opinion of the Employer, needed.
14. A bargaining unit member assigned to a charter run shall be paid at a minimum of one (1) hour of guaranteed work at the charter trip rate except for Sunday or a holiday in which case the rate will be double time.
15. The charter trip rate shall be as established in Appendix A.

## **ARTICLE 13: BARGAINING UNIT MEMBER EVALUATION**

- A. New employees hired into the bargaining unit shall serve a probationary period of one year.
1. In the event that the bargaining unit member's work is less than satisfactory as a result of a written evaluation of his job performance, the probationary period may be extended for an additional twenty (20) work days.
  2. Should the probationary period be extended, the Employer shall provide written notice to the bargaining unit member together with the reasons therefore. The Employer shall notify the Association President of any such action.
- B. Non-probationary bargaining unit members will be evaluated at least once every other year by their immediate supervisor.
- In the event the employee receives an overall "unsatisfactory" or "needs improvement" rating, the employee will be reevaluated within a period not to exceed twelve (12) months.
- C. All evaluations shall be in writing with a copy provided to the bargaining unit member.
1. A conference will be held within ten (10) calendar days after each evaluation to discuss the contents of the evaluation.
  2. The bargaining unit member shall sign the evaluation. His signature shall not be interpreted to mean that he necessarily agrees with the content of the evaluation but that he has reviewed it.
  3. A bargaining unit member may submit additional comments to be attached to the file copy of the written evaluation if he chooses.
  4. All written evaluations shall be placed in the bargaining unit member's personnel file.
- D. All probationary employees shall be evaluated upon completion of the probationary period.



- E. Should a bargaining unit member not be continued in employment, the Employer will advise the unit member of the reasons therefore in writing. The Association President will be notified of any such action by the Employer.

<b>ARTICLE 14: DISCIPLINE AND DISCHARGE</b>
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- A. Any reasonable complaint directed toward a bargaining unit member shall be called to the bargaining unit member's attention when such complaint is to be made part of the bargaining unit member's personnel file.
- B. Upon request, a bargaining unit member shall be entitled to have a representative of the Association present when being reprimanded or disciplined.
- C. Upon request, a bargaining unit member shall have the right to review the contents of his personnel file. At the unit member's option, a representative of the Association may accompany the bargaining unit member in such review.
- D. A bargaining unit member shall sign and date, or receive through certified mail, any document of a disciplinary nature that is to be inserted into the personnel file. Should the bargaining unit member disagree with the content of the item being placed in the personnel file, he may have his written statements attached to said item.
- E. Normally, progressive correction shall include an oral warning, a written reprimand, suspension with pay, suspension without pay and discharge. It is understood that certain steps of the disciplinary sequence may be omitted when the nature and severity of the offense so warrant.
- F. No non-probationary bargaining unit member shall be warned, reprimanded, suspended, reduced in rank or compensation or discharged without just cause.
- G. After a period of two (2) years from the date a written disciplinary action is issued, a bargaining unit member may request that the Personnel Office remove a disciplinary letter from the personnel files. The decision to remove the letter from the files will be by mutual agreement between the employee and the Personnel Office, and in the absence of agreement, is subject to the grievance procedure, but is not arbitrable.

- H. Upon the discharge or suspension of any bargaining unit member, the Employer shall provide written notice to the chief steward.
1. A bargaining unit member who has been discharged or suspended shall have the opportunity to discuss the matter with his chief steward.
  2. The Employer agrees to provide an area where such discussion may take place prior to requiring that the unit member leave the Employer's premises.
  3. In the event of a suspension or discharge, any grievance filed will be submitted to Step 2.

<b>ARTICLE 15: VACANCIES, PROMOTIONS AND TRANSFERS</b>
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- A. A vacancy shall be defined as a newly created position, a present position that is unfilled which the Employer intends to fill or a current position for which there is an increase in pay rate. The foregoing shall not apply to positions which are available only during the summer months.
- B. Whenever any vacancy occurs or new position is created in the bargaining unit, the Employer shall publicize the same by giving written notice of such vacancy or new position to the bargaining unit members.
- C. A vacancy shall be posted in each building for a minimum of five (5) working days before the position is permanently filled. Vacancies may be filled on a temporary basis but for no more than thirty (30) working days unless mutually agreed between the Superintendent and the Association President.

During the summer months when school is not in session, notice of posted positions will be mailed to all bargaining unit members who submit a written request for same prior to June 1 in any year.

- D. Interested bargaining unit members may submit a written application for a vacancy to the Superintendent or his designee within the five (5) day posting period.

- E. Vacancies shall be filled on the basis of seniority, qualifications, needs of the Employer, and experience of the applicants from within the affected classification.
1. Should no bargaining unit member from the affected classification apply, preference will be given to qualified applicants from other classifications before personnel from outside the bargaining unit are hired.
  2. A bargaining unit member on layoff status shall be recalled to a vacant position only after the Employer has posted the position in accordance with this Article.
- F. Within ten (10) working days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant from within the bargaining unit shall be so notified.
- G. In the event of a promotion or transfer from one position to another (except bus driver positions), the bargaining unit employee will be given a fifteen (15) workday trial period during which time the bargaining unit member may voluntarily return to his/her former position or subject to the provisions of Section 2 below, the Employer may return the bargaining unit member to his/her former position. Bargaining unit members who transfer to the transportation classification shall be granted a trial period of thirty (30) working days.
1. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him to perform to the Employer's standards.
  2. If a bargaining unit member is unable to demonstrate ability to perform the work required during the trial period, the bargaining unit member shall be returned to his previous assignment.
  3. The foregoing shall also have application to a unit member who takes a second job which he has not previously performed for the Employer.
- H. The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.

- I. A bargaining unit member's rate of pay shall not be reduced as a result of any temporary change in duties.
- J. Representatives of the Association and the administration shall meet annually to discuss mutual concerns related to job assignments and at such other times as the parties may mutually agree.
- K. A bargaining unit member intending to resign shall provide the Employer with written notice at least two (2) weeks prior to the effective date of said resignation.

<b>ARTICLE 16: SENIORITY, LAYOFF AND RECALL</b>
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- A. Seniority shall be defined as the length of continuous employment in a classification (See Appendix A) in the bargaining unit.
  - 1. A bargaining unit member who works in more than one (1) classification shall be entitled to accrue seniority in all such classifications for as long as he works in more than one (1) classification.
  - 2. Employees who transfer between classifications, shall have their seniority in the former classification frozen.
  - 3. Only members of the bargaining unit shall accrue seniority within the unit. Non-bargaining unit employees who perform bargaining unit work as temporary employees, such as supervisors and student employees whether enrolled in a formal work program or not, shall not establish a date of hire for purposes of accruing seniority in the bargaining unit.
  - 4. Days worked in non-bargaining unit classifications shall not be used for establishing a date of hire or for purposes of accruing seniority in the bargaining unit.
  - 5. Should a bargaining unit member transfer to a non-bargaining unit position within the Haslett Public Schools, seniority shall not continue to accrue; however, the unit member shall have his seniority accrual frozen until such time as he may return to the bargaining unit.

6. Part-time bargaining unit members shall accrue seniority as if they were employed full time.
7. A bargaining unit member who has been laid off, whether in full or in part, shall accrue seniority as if he were employed full time.
8. A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall revert to his first day of work.
9. Unpaid leaves of absence granted pursuant to this Agreement shall not constitute an interruption in continuous service.
10. A bargaining unit member shall lose his seniority only for the following reasons:
  - a. He resigns or retires.
  - b. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
  - c. When the Employer offers him a position equivalent to that held prior to layoff and he refuses the same.
  - d. When the bargaining unit member fails to return from an unpaid leave of absence within three (3) working days of the end of said leave.
  - e. When the bargaining unit member is absent for three (3) consecutive working days without notifying the Employer. Exceptions may be made by the Superintendent.
  - f. After such absences, as listed in d and e above, the Employer will send written notification to the bargaining unit member at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  - g. If the bargaining unit member is continually laid off for a period of two (2) years, the Employer will send written notification to the bargaining unit member at his last known

address that he has lost seniority and that his employment has been terminated.

11. The Employer shall prepare, maintain and post the seniority list annually. Posting shall occur by October 15. A copy of the seniority list and subsequent revisions shall be furnished to the Association President.
  - a. The seniority list shall be by classification and shall include the name and job title of all bargaining unit members entitled to seniority in the bargaining unit.
  - b. Any errors in the seniority list shall be brought to the attention of management within ten (10) working days of posting.

B. It is within the Employer's right to layoff and eliminate staff.

1. Layoff shall be defined as a reduction in the work force due to economic necessity, but shall not include the temporary reduction of bus drivers and cafeteria help during the summer months.
2. Bargaining unit members to be laid off shall be provided with written notice at least fourteen (14) calendar days prior to the effective date of said layoff. Bargaining unit members whose positions have been eliminated shall be notified of such elimination.
3. In the event of a layoff, the following procedure shall apply:
  - a. All temporary employees within the affected classification(s) shall be laid off unless there is no qualified bargaining unit member to perform the work.
  - b. Should further reduction be necessary, probationary bargaining unit members within the affected classification(s) shall be laid off unless there is no qualified, non-probationary unit member to perform the work.
  - c. Should further reduction be necessary, bargaining unit members shall be laid off in accordance with their seniority status with the least senior bargaining unit members within

the classification to be laid off first unless there is no other qualified unit member to perform the work.

In the event a bargaining unit member is unable to maintain a position within his/her classification through the procedure set forth in the paragraph immediately above, the bargaining unit member will be assigned to the position held by the least senior bargaining unit member in another classification in which the displaced bargaining unit member has frozen seniority as set forth in Section A(s) above.

4. If two (2) or more bargaining unit members have the same seniority, the following procedure will be used at the time of layoff to determine who is laid off:
  - a. If one (1) bargaining unit member has more paid service to the Employer, that bargaining unit member shall remain.
  - b. If the bargaining unit members remain equal after (a), the bargaining unit member with the most verifiable comparable paid service outside the Employer shall remain.
  - c. Should more than one (1) bargaining unit member still share the same date of hire, relative rankings on the seniority list shall be determined by a drawing conducted by the Superintendent and the Association President.
5. In no case shall a new employee be hired while there are laid off bargaining unit members who are qualified for a vacant or newly created position.
6. The Employer shall not be obligated to hire a unit member on reduced hours for new work or a new job available within the member's classification if the new work or job, combined with the unit member's reduced hours, results in an assignment in excess of eight (8) hours per day or forty (40) hours per week. The unit member on reduced hours may, however, select between the two (2) jobs.
7. Bargaining unit members whose positions have been eliminated or who have been affected by a total layoff shall have the right to bump into a position within their classification for which they are qualified and which is occupied by the least senior bargaining unit

member. A custodian shall also have the option of bumping the least senior bargaining unit member on his shift.

In the event a bargaining unit member is unable to retain a position within his/her classification, the bargaining unit member shall be reassigned to a position held by the least senior bargaining unit member in another classification in which the displaced bargaining unit member has frozen seniority as set forth in Section A(2) above.

8. In the event of a reduction in work hours, a bargaining unit member with greater seniority may use the same to maintain his normal work schedule by bumping into a position within his classification for which he is qualified and which is occupied by the least senior bargaining unit member. A custodian shall also have the option of bumping the least senior bargaining unit member on his shift.

In the event a bargaining unit member is unable to retain a position within his/her classification, the bargaining unit member shall be reassigned to a position held by the least senior bargaining unit member in another classification in which the displaced bargaining unit member has frozen seniority as set forth in Section A(2) above.

9. A bargaining unit member in a "lead" or "head" position shall not be bumped out of a position except by a more senior bargaining unit member who occupies a "lead" or "head" position within the same classification.
  - a. Head custodians who are more senior shall have the right to displace another head custodian or custodian.
  - b. Head cooks who are more senior shall have the right to displace another head cook or cook.
  - c. Maintenance personnel shall have the right to move into the custodial classification, but custodial personnel shall not have the right to move into the maintenance classification unless the custodian can establish qualifications for moving into the maintenance position.



10. At his option, a laid off bargaining unit member shall be granted priority status on the substitute list in accordance with his seniority.
11. At the Superintendent's discretion, a bargaining unit member threatened with loss of work may transfer to another classification provided he is the most senior qualified bargaining unit member among those to be laid off and/or reduced.
12. In the event of a layoff, the Association and the Employer may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff.
  - a. A bargaining unit member may, at his option, without prejudice to his seniority and other rights under this Agreement, waive his seniority in the event that the employer institutes a layoff during the term of this Agreement.
  - b. Should the bargaining unit member elect to waive his seniority rights, such waiver shall not be construed to be a waiver of the bargaining unit member's right to be recalled from such layoff.
  - c. If such an agreement is reached, the Individual Agreement Form which is attached to and incorporated into this Agreement as Appendix B shall be completed by the bargaining unit member and filed by the Employer.
  - d. It is understood that a bargaining unit member who elects a voluntary layoff shall be recalled to a position which is equivalent to that occupied prior to the layoff and for which he is qualified as soon as such work is available.
13. For purposes of this Agreement, qualifications shall be defined as possessing the skills required for a job as delineated in the respective job description.
14. Bargaining unit members shall not accrue sick leave or vacation time while on layoff, but shall have all rights restored to them upon recall to employment.

- C. Laid off bargaining unit members shall be recalled in order of seniority within classification, with the most senior being recalled first, to any position within classification for which they are qualified.
1. Notice of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.
  2. A recalled bargaining unit member shall be given five (5) working days from receipt of notice to report to work.
  3. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work, provided the unit member reports within the above five (5) day period.
  4. Bargaining unit members recalled to a position for which they are qualified and which equals the number of hours assigned at the time of layoff, are obligated to take such work. A unit member who declines recall to such a position shall forfeit his seniority rights and be terminated.
  5. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his current mailing address.
  6. Should the bargaining unit member fail to respond within ten (10) working days from receipt of written recall, he shall be considered as having resigned.

## **ARTICLE 17: LEAVES OF ABSENCE**

- A. Paid Leaves of Absence
1. At the beginning of each school year, each bargaining unit member shall be credited with ten (10) or twelve (12) days of sick leave whichever is applicable, the unused portion of which shall accumulate from year to year. A day and hour bank will be kept throughout the year. At the beginning of the 2009-10 school year, the status of days and hours will be calculated for each unit member. For purposes of a beginning calculation, all unit members will be grandfathered in at the maximum number of hours they have worked at any time during their tenure in the

district. Beginning with the 2009-10 school year, hours will be added or subtracted from the original calculation based on actual number of hours worked.

- a. The bargaining unit member may use all or any portion of his leave to recover from his own illness or disability.
- b. The bargaining unit member may use up to three (3) days of sick leave for illness among members of his/her immediate household. The Superintendent may, at his discretion, extend the period of the leave in special and/or emergency circumstances.

The Superintendent may, at his/her discretion, grant one (1) or more of the three (3) days in special and/or emergency circumstances for the illness of a bargaining unit member's child, mother and/or father who does not reside in the bargaining unit member's household.

- c. Bargaining unit members may exchange sick leave days in order to prevent loss of income and benefits to another bargaining unit member who has exhausted all of his own accumulated sick leave.
    - 1.) A bargaining unit member who is eligible for sick leave exchange shall notify the Association President.
    - 2.) Any exchange of sick leave shall be on a voluntary and confidential basis.
  - d. The Employer reserves the right to require a doctor's certification as to the bargaining unit member's illness or disability or in the instance of leaves under A(1) (b) above.
2. a. Bargaining unit members shall be granted up to five (5) days of leave for the death of a spouse, child, mother or father. For purposes of this provision, child and parents will also include step children and step parents.
  - b. Bargaining unit members shall be granted up to three (3) days of leave for death in the bargaining unit member's family. Family shall be defined as siblings, brother-in-law, sister-in-law, mother and father-in-law, grandparents,

grandchild, and members of the bargaining unit member's immediate household.

- c. The Superintendent may, at his discretion, extend the period of the leave in special and/or emergency circumstances. Extensions granted by the Superintendent will be deducted from the bargaining unit member's sick leave accumulation.
3. A bargaining unit member selected as a pallbearer for a deceased bargaining unit member may use one (1) sick leave day or personal leave day to act as pallbearer.
4. The local Association President, or his representative, shall be allowed one (1) funeral leave day for the purpose of attending the funeral of another Haslett Public School employee. The Association President shall notify the Employer as to whether the time should be charged to Association leave or personal leave.
5. At the beginning of each school year, each bargaining unit member shall be credited with two (2) days of personal leave, (three [3] days for twelve [12] month employees), the unused portion of which shall be added to the bargaining unit member's accumulated sick leave each year.
  - a. A bargaining unit member planning to use a personal leave day(s) shall notify his immediate supervisor at least one (1) week in advance except in cases of emergency. The Superintendent may extend personal leave at his discretion.
  - b. Bargaining unit members who work an eight (8) hour day may take personal leave for four (4) hours which will be counted as a half day. A personal leave day for bargaining unit members who work less than an eight (8) hour day will equal their normal working day. This does not apply to bus drivers who may take personal leave days in proportional segments.
  - c. The Personal Leave Form is attached hereto as Appendix C.
  - d. During the school year, personal leave may not be used immediately prior to or immediately after any holiday, vacation or the first and last day of the school year. The

Superintendent, or his agent, may, at his discretion, make exceptions to the above should an emergency arise.

- e. The District reserves the right to limit the number of members granted personal days if it affects the operational efficiency of the District. The District reserves the right to revert to previous (2003-05) contract language under Article 17 A.5 if personal day usage exceeds the average usage for the 2004-05 school year.
6. Bargaining unit members who are in some branch of the Armed Forces, Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.
7. Bargaining unit members required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant), shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for up to one (1) day of service only.
8. Full time bargaining unit members who appear before a court of competent jurisdiction or an administrative body on behalf of the Employer shall suffer neither loss of leave time nor loss of salary.  
  
Bargaining unit members who work less than full time or less than a full twelve (12) month period, shall be paid at their regular hourly rate for all time spent in appearing on behalf of the Employer.
9. A bargaining unit member who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.
10. Bargaining unit members who have used their sick leave allocation or personal days for the year, but who terminate before the end of the year, must repay the days of leave used beyond those they have earned.

## B. Unpaid Leaves of Absence

1. Bargaining unit members who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted a leave of absence without pay for a period not to exceed a period equal to their seniority or two (2) years, whichever is the lesser, in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
2. A bargaining unit member who becomes pregnant shall provide written notification to the Superintendent of such pregnancy within a reasonable time after medical confirmation.
  - a. Such written notification shall include a written statement from her physician verifying the fact that she is pregnant, that she is physically able to perform all the duties and functions of her position, and the estimated date of delivery.
  - b. The bargaining unit member shall furnish periodic written statements from her physician indicating her well-being and ability to perform all of the duties and functions of her position. Such written statements by the physician shall be provided upon request.
  - c. The bargaining unit member may continue in her position as long as her physician continues certification of her well-being and ability to perform the work required in her assignment.
3. Upon written application from the bargaining unit member, the Employer may grant an unpaid leave of absence for up to one (1) year for maternity purposes.
  - a. The unit member shall submit her request for leave to the Superintendent at least thirty (30) calendar days prior to the date of the commencement of the leave.
  - b. The request shall also set forth the anticipated date of return.

- c. Prior to her return, the bargaining unit member shall present certification from her physician that she is able to return to work.
4. Upon written application from the bargaining unit member, the Employer may grant an unpaid leave of absence for up to one (1) year for the purpose of child care or adoption.
5. Members of the Association elected to local Association positions or selected by the Association to do work which takes them from their employment with the employer shall, at the written request of the Association, receive temporary leaves of absence without pay for periods not to exceed one (1) year, or the term of office, whichever may be shorter. Upon return said bargaining unit members shall be re-employed with accumulated seniority.
6. The Employer may grant an unpaid leave of absence for any reason upon written application from the bargaining unit member.
7. An unpaid leave of absence of up to one (1) year may be granted to a bargaining unit member who has exhausted all of his accumulated sick leave for the purpose of recovering from his own illness and/or disability.
8. Family Medical Leave
  - a. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) and Board Policy 5660, for a total period of up to twelve (12) weeks per year.
  - b. A rolling twelve (12) month period will be utilized in all cases by the Employer in assessing the amount of time an eligible employee has available for qualified leaves under the Act.
  - c. The Employer shall require an employee to utilize available paid time off (i.e., sick leave, vacation, etc.) and such time will be utilized in computing available time off under the Act.
  - d. In general, intermittent and reduced schedules will not be approved absent mutual agreement between the employee and the Employer. Proper consideration, when medically

necessary, will be given as required by law in such instances, and alternate assignment(s) may be instituted by the Employer.

- e. In the event an employee and his/her spouse are employed by the Employer, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by this Act.
- f. Existing insurance benefit payments will continue for an employee absent on a qualified leave under this section.
- g. Employees returning from such leaves will be returned to the same or an equivalent position.
- h. In the event this Article or other portions of this Agreement extend greater benefits to an eligible employee in relationship to qualified leaves, the provisions of the Agreement shall prevail.

### C. General Leave Provisions

- 1. The reemployment of veterans shall be in accordance with all applicable laws and regulations.
- 2. Upon return from an unpaid leave of absence of more than ninety (90) working days, a bargaining unit member shall be placed in the position he/she held at the time the leave was granted, if vacant, or if not, to the first vacancy for which he/she is qualified. The Employer agrees to fill a position for ninety (90) working days or less with a substitute.
- 3. Unpaid leaves of absence granted pursuant to this Agreement may be extended for a period not to exceed one (1) year at the discretion of the Employer.



D. The following general provisions will apply to all leaves of absence under this Article:

1. Except as set forth in Section D (3), (4) and (6), the leaves of absence under this Article shall be without pay and benefits.
2. The position of an employee absent on an unpaid leave of absence may be filled with a substitute.

Upon return from an unpaid leave of absence of less than ninety (90) work days, a bargaining unit member will be placed in the position he/she held at the time the leave was granted.

If the leave exceeds ninety (90) work days, the bargaining unit member shall be placed in the position which he/she held at the time the leave of absence was granted, if vacant, or if not, to the first vacancy for which he/she is qualified.

3. Employees may be required to provide periodic status reports while on leave under this Article and will be required to provide medical verification or other certification in support of an initial request for leave.
4. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation and the Employer may require the employee to repay insurance premiums paid if the leave was authorized under Section C.
5. All requests for unpaid leave, including requests for extensions of approved leaves, are to be directed to the employee's supervisor in writing, with a copy to be supplied by the employee, to the Personnel Office. Where leaves of absence are foreseeable, employees are required to provide at least thirty (30) calendar days notice. Where not foreseeable, employees are required to provide notice as soon as practicable.
6. Employees are expected to provide thirty (30) calendar days notice of intent to return from an approved leave of absence under this Article, unless the duration of the leave is less than thirty (30) days.

7. Unpaid leaves of absence granted pursuant to this Agreement may be extended for a period not to exceed one (1) year at the discretion of the Employer.

<b>ARTICLE 18: HOLIDAYS AND VACATION TIME</b>
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A. The following days shall be paid holidays for all bargaining unit members: Labor Day, Thanksgiving Day and the Friday following, Christmas Day, New Year's Day, President's Day and Memorial Day.

1. Bargaining unit members who are twelve (12) month employees shall receive July 4, Christmas Eve Day, New Year's Eve Day and Martin Luther King day as paid holidays.

Ten (10) month bargaining unit members will receive the Friday before Labor Day as a paid holiday. If the day is scheduled in whole or in part as a day of student instruction, an alternative date will be established.

2. With the exception of Christmas Eve and New Years Eve, when the holiday occurs on Sunday, it will be observed on the following Monday. When the holiday occurs on Saturday, it will be observed on the preceding Friday. When Christmas Eve or New Years Eve falls on a Sunday, the holiday will be observed on the following Tuesday unless Tuesday is scheduled for students or teachers in which case, the holiday will be observed on the preceding Friday.
3. In order to receive holiday pay, bargaining unit members must work the last workday preceding and the first workday following the holiday provided they are normally scheduled for work on said days except in case of illness verified by a doctor.
4. The rate of pay for bargaining unit members who are required to work on any of the above-named holidays shall be double the regular hourly rate. In addition to the foregoing, said bargaining unit members shall receive holiday pay at the straight time rate.
5. If a bargaining unit member is on vacation on any of the above-named holidays, that day shall be counted as a holiday, not a vacation day.

6. All holiday hours worked or unworked for which a bargaining unit member is compensated shall be regarded as hours worked for purposes of computing overtime.
7. In the event any designated holiday(s) is scheduled as a day of student instruction, alternate holidays will be designated.

B. Vacation time for twelve (12) month bargaining unit members shall be computed in accordance with the following:

6 months	5 days
1-5 years	10 days
6-10 years	15 days
11-16 years	18 days
17-20 years	20 days
21 years and up	23 days

Bargaining unit members hired after July 1, 2009 shall be computed in accordance with the following:

1-5 years	5 days
6-10 years	10 days
11-19 years	15 days
+20+	20 days

1. A bargaining unit member who has occupied a ten (10) month position and subsequently moves into a twelve (12) month position shall receive vacation time equal to the sum of his/her months of service divided by twelve (12) irrespective of the number of hours worked.
  2. A year of service for purposes of the vacation provisions, shall be defined as years of continuous service within the bargaining unit from the employee's last date of hire. For those bargaining unit members hired during the month of August, a six (6) month extension for taking accrued vacation time shall be granted upon approval by the Administration.
- C. For the term of this Agreement, vacations for bargaining unit members who work twelve (12) months shall be scheduled between September 1 and August 31 each year. Vacation days are credited on September 1 for the amount earned during the current year.

- D. Vacations will be granted at such times during the year which are suitable for both the efficient operation of the Employer and the wishes of the bargaining unit member. If no agreement can be reached between the bargaining unit member and his immediate supervisor, the Superintendent shall make the final decision.
- E. All requests for vacation shall be submitted to the immediate supervisor at least two (2) weeks in advance of the intended use of vacation time. Should more than one (1) bargaining unit member request the same vacation dates at a time when the schedule of work prohibits all of the requesting unit members from being absent at the requested times, the unit member submitting his/her request first shall be granted his/her preferred vacation dates unless the affected bargaining unit members can agree otherwise. If the requests for the same time off are received on the same day, the bargaining unit member having the highest seniority shall be granted the time off.

Tentative vacation schedule requests for the months of June, July and August must be submitted by May 30.

- F. Vacation requests shall be for consecutive days except as otherwise approved by the immediate supervisor. Vacations may be taken in one (1) or more weeks provided that such does not adversely affect the operation of the building or the District.
- G. Vacation time shall not accumulate from year to year. However, any unused vacation time, as of the end of each year, shall be carried forward and added to the member's sick leave bank.
- H. A bargaining unit member may not waive his vacation time for the purpose of working for the Employer during any scheduled vacation.
- I. If a bargaining unit member becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded compensation in lieu of vacation time. Proof of such incapacity may be required from a physician within thirty (30) days of such illness.
- J. While on vacation bargaining unit members will be paid their current rate based upon their regular scheduled day and will receive credit for any fringe benefits provided in this Agreement.

- K. If a bargaining unit member is laid off or retired, he will receive any unused vacation credit including that accrued in the current fiscal year. A recalled bargaining unit member who received credit at the time of layoff for the current fiscal year will have such credit deducted from his vacation the following year.
  
- L. When a bargaining unit member needs to take time off without pay, he shall apply in writing to the Superintendent at least two (2) weeks in advance. Time off without pay shall be granted with no deduction in seniority provided:
  - 1. That the period of time off shall not be more than ten (10) working days;
  - 2. That no bargaining unit member may apply for more than one (1) leave of absence under these provisions in any school year;
  - 3. That a substitute is available for the period in question; and
  - 4. That the bargaining unit member's absence shall not, as determined by the Superintendent or his designee, unduly impair the operation of the Employer.

<b>ARTICLE 19: COMPENSATION AND LONGEVITY</b>
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- A. The salaries of bargaining unit members covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement.
  
- B. Any bargaining unit member who is employed by the Haslett Public Schools on a temporary basis or during the summer months shall be compensated according to the job posting, which shall be according to this Agreement.
  
- C. Custodians, maintenance and grounds employees required to work in place of a head custodian or maintenance employee will receive their regular rate of pay unless they are required to assume the added responsibilities of the higher classification, in which case the higher rate will be paid.

A bargaining unit employee who substitutes as a bus driver during his/her regular scheduled work hours, will be paid at the higher of his/her regular rate of pay or the regular driver rate of pay.

- D. A bargaining unit member shall be paid overtime pay at the following rate and under the following conditions:
1. Rate of pay shall be at time-and-one-half of the regular pay schedule for all work performed in excess of eight (8) hours in any workday, and in excess of forty (40) hours in any work week. For transportation employees only, the rate of pay shall be at time-and-one half of the regular pay schedule for all work performed in excess of forty (40) hours in any work week.
  2. Rate of pay shall be double the regular hourly rate for all work performed on holidays and Sundays, except that bargaining unit members who regularly start their work week on Sunday shall be paid straight time for work on Sunday.
- E. A bargaining unit member who, at the Employer's request, reports for duty which is outside of his regular work period shall be granted at least two (2) hours pay at the rate of time-and-one-half. A bargaining unit member's call-in pay shall commence at the time of leaving home. The total round trip shall not exceed one-half (1/2) hour.
- F. No claim for back wages shall exceed the amount of wages the bargaining unit member would otherwise have earned.
- G. Bargaining unit members required in the course of their work to drive their personal automobile shall be reimbursed for mileage at the rate allowed by the IRS as of July 1 and January 1.
- H. A bargaining unit member who is granted a trial period pursuant to the provisions of Article 15, Section G, shall be compensated at the probationary rate of pay in the new classification for the duration of said trial period.
1. Upon the satisfactory completion of the trial period, the bargaining unit member shall be compensated at the next higher rate of pay in the new classification.

2. Should there be no probationary rate of pay specified in Appendix A of the Master Agreement, the bargaining unit member shall be compensated at the rate of pay set forth in Appendix A for the position to which he/she was promoted or transferred.

I. In addition to the regular hourly salary stated in Appendix A, bargaining unit members shall receive longevity pay.

Longevity pay shall be paid in a lump sum on the last day in June for employees who received a longevity payment of less than \$900.00 during the course of the 1994-95 fiscal year.

Employees who received longevity payments in excess of \$900.00 during the course of the 1994-95 contract year, will have a one time choice of continuing to have their longevity incorporated within their regular payroll checks or having a separate check issued in June. Longevity payments will be based upon a bargaining unit member's gross salary (excluding Charter Trips and Other Driving rates) in a fiscal year subject to the following provisions:

1. Bargaining unit members issued longevity pay in excess of \$900.00 in 1994-1995, will not receive a longevity payment in the future which exceeds the amount received in 1994-1995.
2. Bargaining unit members issued longevity pay in 1994-1995 which was \$900.00 or less, will receive longevity payments based upon the percentage of their 1994-95 gross income or the maximum payment for the appropriate number of years of service as set forth below, whichever is more, until the bargaining unit member reaches a maximum payment of \$900.00.
3. Bargaining unit members hired prior to January 1, 1995, who did not receive a longevity payment in June of 1995, will receive longevity payments based upon the percentage of 1994-95 gross income or the maximum payment for the appropriate number of years of service as set forth below, whichever is more, until the bargaining unit member reaches a maximum payment of \$900.00.
4. Bargaining unit members hired after December 31, 1994, will receive longevity payments in accordance with the provisions set forth in Section 5, subject to the limitations set forth herein.

5. Longevity payments will be based upon the following schedule, subject to those exceptions set forth above:

<b>Longevity</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
6-9 years	\$1392		
10-13 years	\$1602		
14-17 years	\$1812		
18+	\$2311		

\*Employees who are frozen will also receive \$200 additional longevity.

In the event a bargaining unit member who was hired prior to December 1, 1995 is receiving a longevity payment in excess of the schedule provided in Article 16 G.5., they shall continue to receive their current amount until such time they would receive more under this provision according to their respective years of service.

For the 2013-14 school year only, in addition to the Longevity Schedule payments set forth herein, the District shall pay a one-time off-schedule payment of \$300 to all full-time bargaining unit members, except probationary employees. For purposes of this provision, full time will be considered eight (8) hours per day and shall include only regularly scheduled hours. Less than full-time employees will receive a prorated share of the \$300. The off-schedule payment shall be made on or before December 6, 2013.

6. During periods of layoff, a bargaining unit member shall not continue to accrue years of service towards longevity, but his years of service shall continue to accrue towards seniority if he is recalled within two years.
7. A year of service for purposes of the longevity pay provisions, shall be defined as years of continuous service within the bargaining unit from the employee's last date of hire. During the lay-off period, the employee's service is considered continuous.

Substitute and prior service for those who are rehired, will not be counted for purposes of longevity payments.

- J. Eligible employees who work less than their full year, (i.e., absent on unpaid leave, hired into a position during the year, retire early, etc.), will have vacation and longevity pay benefits prorated for the year.



- K. In the event that the 2013-2014 blended FTE pupil membership, as determined by the 2013-2014 audited and MDE approved blended pupil membership (for appropriations under the State School Aid Act) exceeds 2724, the District shall remit off-schedule compensation to bargaining unit members as follows:
1. For each blended FTE pupil that exceeds 2724, 7% of the per pupil foundation allowance attributable to each such additional pupil shall form the aggregate amount for distribution.
  2. From that aggregate amount will be subtracted all District MPERS and FICA costs attributable to the aggregate amount.
  3. From that aggregate amount will be subtracted any additional medical insurance cost in excess of 5% as measured by the difference between the 2012-2013 and the 2013-2014 medical insurance premium rate.
  4. The resulting net amount will be distributed in equal shares to all full-time bargaining unit members (less deductions required by law) on the second payroll in April 2014. Part-time bargaining unit members shall receive a pro-rated share based upon the relationship of their assignment to that of a full-time bargaining unit position. For purposes of this paragraph, full-time shall be defined as members who work 100% or more.
  5. The above amount, if realized, is a one time off-schedule payment for the 2013-2014 school year and is limited exclusively to that school year. The above formula is likewise restricted to the 2013-2014 school year and shall not have application to any prior or succeeding school year.
- L. In the event that the District's per pupil foundation allowance, per pupil best practice incentive and any other State per pupil allowance for the fiscal year beginning July 1, 2013 exceeds \$7,000.00, the District shall remit off-schedule compensation to bargaining unit members as follows:
1. For each audited and MDE approved blended pupil (as established on the Fall 2013 membership count day for appropriations under the State Aid Act) 7% of the amount over \$7,000.00 shall form the aggregate amount.

2. From that aggregate amount will be subtracted 7% of the amount of any reduction in pupil foundation allowance, per pupil best practice incentive or other State per pupil allowance incurred by the District for the fiscal year commencing on July 1, 2013. These reductions would include (without limitation) executive orders and pro-rations. The resulting amount will be the adjusted aggregate amount.
3. From the adjusted aggregate amount will be subtracted all District MPERS and FICA costs attributable to the adjusted aggregate amount.
4. The resulting net amount will be distributed in equal shares to all full-time bargaining unit members (less deductions required by law) on the first regular payroll in June 2014. Part-time bargaining unit members shall receive a pro-rated share based upon the relationship of their assignment to that of a full-time bargaining unit position. For purposes of this paragraph, full-time shall be defined as members who work 100% or more.
5. The above amount, if realized, is a one time off-schedule payment for the 2013-2014 school year and is limited exclusively to that school year. The above formula is likewise restricted to the 2013-2014 school year and shall not have application to any prior or succeeding school year.

## **ARTICLE 20: INSURANCE BENEFITS**

- A. Except as provided in Section F, the Employer shall provide without cost to the bargaining unit member who works full time in accordance with Section E of this Article, MESSA PAK for a full twelve (12) month period for the bargaining unit member and his eligible dependents.
- B. Bargaining unit members not electing PAK A will select PAK B.

For the period commencing September 1, 2013 through December 31, 2013, the coverage shall be as follows:

1. PAK A  
MESSA – Choices II  
\$10/\$20 Rx  
\$200/\$400 Deductible

\$20 Office Visits  
Delta Dental Plan 80/80/80; \$1,300  
\$15,000 Life Insurance  
Vision Care, VSP-2  
Long Term Disability 66 2/3 of salary with 90 calendar day  
modified fill wait  
AI Rider

2. PAK B  
Delta Dental Plan 80/80/80; \$1,300  
\$20,000 Life Insurance  
Vision Care, VSP-3  
Long Term Disability Plan 1; 66 2/3 of salary with 90 calendar  
day/modified fill wait

Those bargaining unit members enrolled in PAK B will receive \$305 per month. For the period commencing January 1, 2014, the coverage shall be as follows:

1. PAK A  
MESSA – ABC Plan 1  
ABC RX  
Delta Dental Plan 80/80/80; \$1,300  
\$15,000 Life Insurance  
Vision Care, VSP-2  
Long Term Disability 66 2/3 of salary with 90 calendar day  
modified fill wait  
AI Rider

\$1250/\$2500 in-network deductible (\$2500/\$5000 out-of network deductible) or the deductible minimum for a health benefits plan to comply with HSA eligibility, as determined by the Internal Revenue Service (IRS). In the event that the IRS increases the minimum deductible amount, the above states deductible shall be adjusted to that amount. However, no increase in the minimum deductible shall result in the District exceeding the spending limitations contained in Publicly Funded Health Insurance Contribution Act (2011 Public Act 152) or any successor enactment.

On January 1, 2014 the District shall deposit an amount equal to \$200 less than the annual in-network deductible amount for single subscribers and \$400 less than the annual in-network deductible amount for two-person and full-family subscribers into a Health

Savings Account (HSA) for each bargaining unit member who enrolls in MESSA ABC Plan 1. Provided however, if a bargaining unit member has enrolled in MESSA ABC Plan 1 and is ineligible to receive the HSA contribution specified above due to limitations established by the Internal Revenue Service, the above amount that he/she would otherwise be eligible to receive shall be paid directly to the bargaining unit member as an off-schedule payment. The District's deductible HSA contribution for new bargaining unit members shall be prorated based on the beginning date of employment. The District's deductible HSA contribution for bargaining unit members who change enrollment from PAK B to PAK A because of a qualifying event, as defined by the Plan, shall be prorated based on the effective date of the change in coverage.

2. PAK B

Delta Dental Plan 80/80/80; \$1,300

\$20,000 Life Insurance

Vision Care, VSP-3

Long Term Disability Plan 1; 66 2/3 of salary with 90 calendar day/modified fill wait

Those bargaining unit members enrolled in PAK B will receive \$305 per month.

3. Those bargaining unit members enrolled in PAK B with a spouse employed by the Employer may use the monthly cash allocation under PAK B to offset any payroll deductions made pursuant to Section E of this Article and/or any other similar provision in another Master Agreement between the Employer and the Association.

- C. Bargaining unit members who are employed less than full-time shall receive the appropriate pro-rated share of Board paid benefits in PAK A and PAK B.

Bargaining unit members hired prior to July 1, 2009, who are employed less than full-time, receive the appropriate share of board-paid benefits in PAK A and PAK B. Bargaining unit members hired after July 1, 2009, who are employed full-time as defined by section E, shall receive 50% of the cost of the appropriate share of board-paid benefits in Plan A and Plan B in year 1 and 2 and 75% in year 3 and full benefits thereafter.

- D. The bargaining unit member may have the difference between the premiums paid by the Employer and the cost of his insurance program payroll deducted.
- E. For purposes of this Article, full time shall be defined as follows:
1. Forty (40) hours a week for maintenance and grounds personnel.
  2. Thirty (30) hours a week for food service personnel.
  3. Thirty (30) hours a week for custodians who were on the payroll as of September 1, 1987. Custodians who begin employment after September 1, 1987, shall work thirty-five (35) hours a week in order to be considered full time employees. Custodians hired on or after September 1, 2006 shall work forty (40) hours a week in order to be considered full-time employees.
  4. For bus drivers hired on or after September 1, 2006 thirty (30) hours a week for bus drivers which shall be computed by adding the regular weekly hours of the driver.
  5. A bargaining unit member who works in more than one (1) classification shall have his full-time equivalency determined by adding the number of work hours in each classification. For example, a bargaining unit member who drives a bus and also performs as a custodian shall be entitled to fringe benefits fully paid by the Employer if his weekly hours are twenty-five (25) or more.
- F. The employee will pay 20% of the premium cost for medical insurance coverage provided for by the employer. All employee contributions are part of the employer's cafeteria benefit plan and are not subject to tax. All other nonmedical insurance benefits shall be fully paid by the District. Said benefits include dental, vision, LTD and life insurance. All employee contributions will be deducted as a condition of the Master Agreement.

In the event the actual premium costs exceed the Employer's contribution, the differential will be payroll deducted as a condition of this Agreement. Furthermore, at the option of the Association, the parties will reconvene negotiations to examine plan adjustment(s), or

different plan(s) which will either reduce or eliminate the amount paid by employees.

- G. The fringe benefit year will be September 1 through August 31.
- H. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may continue his fringe benefit coverage through the Employer by paying the group premium(s) in advance.
- I. Should a husband and wife both be employed in a bargaining unit position, one (1) will be eligible to select Plan A and the other will be eligible to select Plan B.
- J. It is further agreed that if the teachers bargaining unit changes to an alternative hospitalization plan, the Applied Services plan will be changed.

<b>ARTICLE 21: WORKERS' DISABILITY COMPENSATION BENEFITS</b>
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- A. A bargaining unit member who is absent due to an illness or injury which is compensable under the Workers' Disability Compensation Act shall be considered to be on paid leave and shall not have any day(s) of absence charged against his/her accumulated sick leave where the duration of the absence has not qualified the bargaining unit member for payments under the Act.

If a bargaining unit member is entitled to workers' compensation and is penalized by reaching the cap imposed by the worker's compensation guidelines, the Employer shall allow the employee to make up the salary difference using sick leave time so that his/her pay is  $66 \frac{2}{3}$  percent of the gross or 80 percent of his/her regular net pay for a period of up to one year or 12 months.

- B. The bargaining unit member shall be entitled to continue his fringe benefit coverage for a period of up to one (1) year from the date of incurring such disability at Employer expense. Thereafter, the bargaining unit member may continue his fringe benefit coverage through the Employer by paying the group premiums in advance.

## **ARTICLE 22: RETIREMENT AND TERMINATION**

- A. Upon termination of employment, the bargaining unit member shall be paid for all benefits that have accrued to him as of the date of said termination. In the event of the unit member's death, all such benefits shall be paid to his designated beneficiary.
- B. 1. Upon termination, bargaining unit members who have been in a bargaining position for ten (10) or more years shall receive an additional \$63.05 per year of service to Haslett Public Schools.
2. Bargaining unit members with eight (8) or more years of service to the Employer shall, upon termination, receive \$14.28 for each day of accumulated sick leave or, if the bargaining unit member has accumulated sick leave greater than eighty (80) days, shall receive \$29.42 for each day of accumulated sick leave. This amount shall increase in 2007-2008 and 2008-2009 by the salary percentage increase for each year.
- C. This Article will not apply to employees who are terminated for just cause.
- D. A day and hour bank will be kept throughout the year. At the beginning of the 2009-10 school year, the status of days and hours will be calculated for each unit member. For purposes of a beginning calculation, all unit members will be grandfathered in at the maximum number of hours they have worked at any time during their tenure in the district. Beginning with the 2009-10 school year, hours will be added or subtracted from the original calculation based on actual number of hours worked.
- E. Any bargaining unit member who submits an unconditional and irrevocable written resignation to the District on or before 4:00 p.m. on the Friday of the second full week in April (Friday after returning from spring break) shall be entitled to receive a one-time payment of One-Thousand Two Hundred Dollars (\$1,200) (less employee FICA, tax withholding and other legally required deductions).

Any bargaining unit member who submits an unconditional and irrevocable written resignation to the District on or before 4:00 p.m. on the last day of the first semester of the school year shall be entitled to receive a one-time payment of One Thousand Seven Hundred Dollars

(\$1,700) (less employee FICA, tax withholding and other legally required deductions).

### **ARTICLE 23: NON-UNION LABOR**

- A. Supervisory personnel shall not perform bargaining unit work except when there is no unit member available to perform the work, or in an emergency situation. An emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action.
- B. The employment of students enrolled in the Haslett Public Schools shall not be a violation of this Agreement provided that such employment shall not reduce the number of bargaining unit members or bargaining unit positions or prevent an increase in the same.

### **ARTICLE 24: MISCELLANEOUS PROVISIONS**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Notwithstanding the foregoing, the parties may upon mutual consent enter into good faith negotiations upon supplemental agreements from time to time during the life of this Agreement.

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



It is further agreed that within ten (10) working days of notification of a final and binding determination of such illegality, the parties will commence negotiations for a new Agreement with respect to the provision determined to be illegal. The ten (10) working day period may be extended upon mutual agreement of the parties.

- C. This Agreement shall supersede any rules, regulations or practices of the Employer which are contrary to or inconsistent with its terms.
- D. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Employer.
- E. There shall be four (4) signed copies of this Agreement, two (2) of which shall be retained by the Association and two (2) of which shall be retained by the Employer.
- F. The Board and the Association agree to share equally in the cost of producing and printing the new Agreement.
- F. The Employer agrees to provide a copy of this Agreement to all bargaining unit members and any new personnel hired into the bargaining unit.

**ARTICLE 25: DURATION OF AGREEMENT**

This Agreement shall become effective September 1, 2013 and shall remain in effect until June 30, 2016.

For the Association

For the Board of Education

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
MEA Uniserv Director

\_\_\_\_\_  
Chairperson, Bargaining Committee

\_\_\_\_\_  
Chairperson, Negotiating Team

<b>APPENDIX A: CLASSIFICATIONS AND SALARY SCHEDULES</b>
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For positions where the District requires an employee to hold specialized certification (other than CDL) add \$.45 per hour (i.e., Asbestos, Pesticide and Pool Operator) Energy Management and Back-Flow Prevention) for each additional specialized certification.

<b>Custodial Services</b>	<b>2013-16</b>
Probationary Period	\$12.42
End of Probation through first year	\$14.19
After one year	\$15.73
Lead Night Custodian (add .10 per hour)	\$15.83
Head Custodian (add \$.75 per hour)	\$18.09
Haslett High School Head Custodian (add \$1.00 per hour)	\$18.84
<b>Food Service</b>	
Probation (90 days to 1 year)	\$10.78
Food Service Worker (cook/server/cashier) - Base	\$12.29
Head Cook – Gen Food Srv/Catering/Vending (add \$.50 per hour)	\$12.79
Head Cook (HS, MS, EL) (add \$.50 per hour)	\$12.79
<b>General Services</b>	
Warehouse Clerk/Truck Driver - Base	\$18.53
Grounds (NO CDL REQUIRED) (add \$.50 per hour)	\$19.03
Grounds (CDL Required)(add additional \$.45 per hour)	\$19.48
<b>Maintenance Services</b>	
Probationary Period	\$13.53
End of Probation through first year	\$17.26
After one year	\$18.53
<b>Transportation Services</b>	
Probationary Period	\$17.43
After one year	\$19.90
Charter Trip Rate	\$14.03
Other Driving Time	\$12.45

All new members hired after July 1, 2009 the following changes apply to Appendix A Classifications and Salary Schedules:

Custodial Services:	
Probationary period (1 year)	\$10.00
End of Probation Period	\$11.00
After 3 years	\$12.00

After 4 years	\$14.19
After 5 years	Regular custodial rate

Add \$.50 to the current \$1.00 for the HS custodian premium.

Transportation Services:	
Probationary period (1 year)	\$14.00
End of Probation Period	\$15.00
After 3 years	\$16.00
After 4 years	\$17.43
After 5 years	Regular Driver's rate

**2014-2015**

Bargaining unit members shall not receive longevity pay until a full salary and insurance agreement is ratified for the 2014-15 school year. The parties agree that they will meet prior to May 1, 2014 to begin negotiations for salary and insurance provisions for the 2014-2015 school year. If the agreement is not ratified before September 1, 2014, the District will not pay more than 80% of the health insurance premium cost it paid for each member during the 2013-14 fiscal year. Any additional health insurance cost incurred by the district between July 1, 2014 and August 31, 2014 will be subtracted from the HASA share of any incentive dollars agreed upon in the 2014-15 wage and insurance agreement.

**2015-2016**

Bargaining unit members shall not receive longevity pay until a full salary and insurance agreement is ratified for the 2015-15 school year. The parties agree that they will meet prior to May 1, 2015 to begin negotiations for salary and insurance provisions for the 2015-2016 school year. If the agreement is not ratified before September 1, 2015, the District will not pay more than 80% of the health insurance premium cost it paid for each member during the 2014-15 fiscal year. Any additional health insurance cost incurred by the district between July 1, 2015 and August 31, 2015 will be subtracted from the HASA share of any incentive dollars agreed upon in the 2015-16 wage and insurance agreement.

**APPENDIX B: INDIVIDUAL AGREEMENT FORM**

The undersigned hereby agrees to waive his seniority for the purposes of the Haslett Public Schools impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes in the Agreement, including recall rights and other contractual privileges or benefits conferred under the Agreement.

This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Bargaining Unit Member

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Association Representative

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Employer Representative

**APPENDIX C: PERSONAL LEAVE FORM**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

This is to notify the Employer that I plan to be absent from work for personal reasons on the following date(s):

\_\_\_\_\_

I hereby certify that the business for which leave is taken cannot be conducted at any time other than during normal working hours. I also certify that the leave is not being used for social and/or recreational purposes.

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

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

Immediate Supervisor: \_\_\_\_\_  
Signature

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**FOR BUSINESS OFFICE USE ONLY**

# of Days Accumulated: \_\_\_\_\_

# of Days Used: \_\_\_\_\_

# of Days Remaining: \_\_\_\_\_

**FILL OUT IN DUPLICATE AND RETURN TO IMMEDIATE SUPERVISOR.**

**APPENDIX D: GRIEVANCE REPORT FORM**

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

GRIEVANCE REPORT

Submit to Principal in Duplicate

Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Grievant(s)

Building	Assignment	Name of Grievant	Date Filed
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STEP I

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

B. 1. Statement of Grievance \_\_\_\_\_

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

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

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

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

C. Disposition by Principal \_\_\_\_\_

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

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

(Note: Continued)

\_\_\_\_\_  
If additional space is needed in reporting Section B-1 & 2 of Step I, attach an additional sheet

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

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

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. \_\_\_\_\_/\_\_\_\_\_  
Signature Date

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

E. \_\_\_\_\_/\_\_\_\_\_  
Signature Date



STEP III

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

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

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

**APPENDIX E: GRIEVANCE INVESTIGATION FORM**

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

Time: Left work site at: \_\_\_\_\_ Returned to work site at: \_\_\_\_\_

Destination: \_\_\_\_\_

Person(s) Contacted: \_\_\_\_\_

\_\_\_\_\_

Chief Steward: \_\_\_\_\_

(Signature)

\_\_\_\_\_

Date

**Fill out in duplicate. Return one (1) copy to the Superintendent.**

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**GRIEVANCE INVESTIGATION FORM**

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

Time: Left work site at: \_\_\_\_\_ Returned to work site at: \_\_\_\_\_

Destination: \_\_\_\_\_

Person(s) Contacted: \_\_\_\_\_

\_\_\_\_\_

Chief Steward: \_\_\_\_\_

(Signature)

\_\_\_\_\_

Date

**Fill out in duplicate. Return one (1) copy to the Superintendent.**

**GRIEVANCE INVESTIGATION FORM**

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

Time: Left work site at: \_\_\_\_\_ Returned to work site at: \_\_\_\_\_

Destination: \_\_\_\_\_

Person(s) Contacted: \_\_\_\_\_

\_\_\_\_\_

Chief Steward: \_\_\_\_\_

(Signature)

Date

**Fill out in duplicate. Return one (1) copy to the Superintendent.**

**Letter Of Agreement**  
between the  
Haslett Public Schools  
and the  
Haslett Applied Services Association, MEA/NEA

Independent of the prohibitions on the negotiations of subcontracting under Section 15 of Public Act 112 of 1994, the Board nonetheless agrees in the future to set aside a minimum of \$5,000 for job counseling and placement assistance in the event the Board eliminates an entire department of employees through subcontracting.

The parties recognize that if the prohibition on negotiations regarding the decision and/or impact of the decision to subcontract within the law is repealed or nullified, the parties will reconvene negotiations over the issue upon request of the Association.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
BETWEEN THE  
HASLETT PUBLIC SCHOOLS  
AND THE  
HASLETT APPLIED SERVICES ASSOCIATION, MEA/NEA**

**Re: Agency Fee Agreement**

The Board of Education of the Haslett Public Schools ("Employer") and the Haslett Applied Services Association, MEA/NEA ("Association") enter into this Agreement pursuant to and in accordance with the terms of 2012 Public Act 349. The Employer and the Association acknowledge that 2012 Public Act 349 was not given immediate effect, thereby enabling the Employer and the Association to decide whether to enter into an agreement exempt from the prohibitions of 2012 Public Act 349 prior to the effective date of that enactment. The Employer and the Association have chosen to do so.

In exchange for and in consideration of the benefits received by both parties pursuant to the terms of this Letter of Agreement, the Employer and Association agree as follows:

1. Each Association bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of his/her professional duties either join the Association and remit membership dues or pay a service fee to the Association equivalent to the amount of membership dues uniformly required of members of the Association, less any amounts not permitted by law.

An Association bargaining unit member electing to pay the service fee may object to the calculation or use of the service fee. The procedure for making such objection(s) is that officially adopted by the Association. A copy of the Association's Policy Regarding Objections to Political-Ideological Expenditures will be provided by the Association upon the request of a bargaining unit member.

The Association will certify, at least annually to the Employer, at least fifteen (15) days prior to the first date of the first payroll deduction for Association membership dues or service fees, the amount of said dues and the amount of the service fee to be deducted by the Employer, and that said service fee includes only those amounts permitted by law.

2. An Association bargaining unit member may execute a voluntary authorization for payroll deduction of Association membership dues or service fees. This authorization may be revoked by the bargaining unit member, in writing, upon fifteen (15) days written notice to the Employer and to the Association.

The Employer shall deduct 1/20 of membership dues or service fees from the regular salary checks of bargaining unit members who have authorized payroll deduction for such amounts, beginning with the second pay period in September and continuing for nineteen (19) pay periods thereafter.

Additionally, the parties specifically acknowledge and recognize that the provisions of 2012 Public Act 53, if currently operative, would preclude the Employer's ability to make voluntary deductions of union membership dues or service fees. The parties also specifically acknowledge that at the time they executed this Letter of Agreement, 2012 Public Act 53 was not operative or enforceable pursuant to a Temporary Restraining Order issued by the United States District Court for the Eastern District of Michigan in *Bailey v Callaghan*, 873 F Supp 2d 879. Should the provisions of 2012 Public Act 53 be restored to operation either by judicial order or through an enactment of a successor statute prohibiting payroll deduction of union dues and/or service fees, the Employer shall immediately discontinue all deduction of dues and service fees otherwise required by this provision.

3. In the event a bargaining unit member does not pay membership dues or service fees directly to the Association, or authorize payment of such amounts through payroll deduction, the Employer shall, according to the procedures specified below, deduct the amount of the service fee from the bargaining unit member's wages and remit the same to the Association, according to the following procedures:

- A. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event that compliance is not effected.
- B. If the bargaining unit member fails to remit the service fee or authorize payroll deduction of the service fee, the Association may request the Board to make such deduction pursuant to the provisions of this section.
- C. The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or has authorized payroll deduction of that amount.

It is specifically acknowledged and agreed that the Employer shall have no role, other than as specified above, in the enforcement of the agency shop obligation created by this Letter of Agreement.

4. With respect to all membership dues and agency fees deducted by the Employer pursuant to this Agreement, the Employer agrees to promptly disburse said sums directly to the Association. The Association will provide the Employer with the name and address of the Association official designated by the Association to receive such funds.

5. Consistent with the Guidelines on Discrimination Because of Religion issued by the Equal Employment Opportunity Commission, when an employee's religious practices do not permit compliance with the agency shop provisions of this Letter of Agreement, the Association will accommodate that employee by not requiring him/her to become a member of the Association and by instead permitting him/her to donate a sum equivalent to membership dues to a charitable organization.

6. Nothing in this Agreement shall be interpreted or applied to require payroll deduction of employee contributions to political action or other similar funds of the Association or its affiliates.

7. The Association agrees to promptly notify the Employer in the event of a court order, an order of an administrative agency, or an arbitration award which is rendered and which restricts the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to maintain membership in the Association. In the event of the entry of such an order or arbitration award, the Employer shall have the right to immediately suspend payroll deduction of Association service fees.

8. The Association agrees to defend the Employer (including its Board of Education, trustees, administrative employees, and agents) in any claim or suit brought against each or any of them regarding the Employer's enforcement and implementation of the terms of this Letter of Agreement. Further, the Association agrees to indemnify the Employer (including its Board of Education, trustees, administrative employees, and agents) for any costs, damages, fines, penalties, or attorney fees which may be assessed against each or any of them arising out of the implementation of this Letter of Agreement.

Provided, however, that the Association has the right to select legal counsel for purposes of defending any such suit or action, after consultation with the Employer. This does not prevent the Employer (including its Board of Education, trustees, administrative employees, and agents) from additionally retaining their own counsel to assist in the defense of any such claim or suit at their own expense.

The Association, in defense of any such claim or suit, has the right to compromise or settle any monetary claim made against the Employer (including its Board of Education, trustees, administrative employees, and agents) brought as a result of the implementation of this Letter of Agreement, after consultation with the Employer (including its Board of Education, trustees, administrative employees, and agents as applicable). Provided, however, that the Association shall not, without the express written consent of the Employer (including its Board of Education, trustees, administrative employees, and agents as applicable) obligate any of the persons or entities so defended to expend or commit financial resources in the settlement of such claim, or to take or refrain from any other actions.

9. In exchange for the continuation of the agency shop union security arrangement, as described in the preceding paragraphs of this Letter of Agreement, the Association has contemporaneously ratified amendments to the provisions of its collective bargaining agreement between the Employer and the Association, which modifications promote the financial stability and integrity of the Haslett Public Schools.

10. The amendments to the collective bargaining agreement referenced in ¶ 9 of this Letter of Agreement, which have been ratified by the parties concurrently with their ratification of this Letter of Agreement, shall become effective immediately upon expiration of the 2011 - 2013 Master Agreement between the parties and shall be regarded at that time as the existing terms and conditions of employment with respect to their subject matter.

The modifications to the collective bargaining agreement referenced in ¶ 9 of this Letter of Agreement shall be incorporated within the provisions of the successor collective bargaining agreement to the 2011 - 2013 Master Agreement between the Employer and the Association.

11. Those portions of this Letter of Agreement pertaining to maintenance of the agency shop form of union security, expressed in ¶¶ 1-8, shall be effective immediately upon ratification of this Letter of Agreement between the Employer and the Association, and shall continue in full force and effect until June 30, 2016, on the condition that the Association remains the exclusive collective bargaining representative until that date.

12. Should any provisions of this Letter of Agreement pertaining to continuation of the agency shop form of union security be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the parties that only those portion(s) found contrary to law shall be nullified and that all other provisions or portions of the provisions of this Letter of Agreement shall remain in full force and effect. The determination that any portion of this Letter of Agreement is contrary to law shall not affect the other terms of this Letter of Agreement or the terms and conditions of any unexpired collective bargaining agreement between the Employer and the Association.

13. Additionally, should any terms of this Letter of Agreement result in a denial or loss of appropriations to the Employer, or result in any penalty or other adverse financial consequence to amounts otherwise appropriated to the Employer (or that would be appropriated), such portion(s) of this Letter of Agreement shall immediately be nullified and inoperative but all other provisions or portions of this Letter of Agreement shall remain in full force and effect. The Association may elect, at its sole discretion, to reimburse the Employer for any denial or loss of appropriations or penalty or other adverse financial consequence and continue in full force and effect the provisions of this Letter of Agreement.

HASLETT PUBLIC SCHOOLS

HASLETT APPLIED SERVICES  
ASSOCIATION, MEA/NEA

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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