
Master Agreement

**Between the
Haslett Educational Secretaries
Association, MEA/NEA**

**and the
Haslett Board of Education**

2013-16

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**Agreement
Between
The Haslett Board of Education
and
The Haslett Educational Secretaries Association, MEA/NEA**

This Agreement is entered into by and between the Board of Education of the Haslett Public Schools, Ingham, Clinton, and Shiawassee counties, Haslett, Michigan, hereinafter called the "Board" and the Haslett Educational Secretaries Association, MEA/NEA, hereinafter called the "Association."

Article 1: Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all secretaries, data processing clerks, accounts payable clerks, payroll clerks, clerk typists, key punch operators, receptionists, attendance clerks, library coordinators and audio visual coordinators, substitute caller, technology help desk/trainer, but excluding the Superintendent's Secretary, Assistant Superintendent's Secretary, payroll accountant and Business Office Manager.
- B. The term "employee" when used herein shall refer to all bargaining unit members represented by the Association in the above-defined bargaining unit and reference to female employees shall include male employees.
- C. The Board agrees not to negotiate with any secretarial organization other than the Association for the duration of this Agreement.

Article 2: Continuity of Operations

- 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.
- B. The Association will not directly or indirectly take reprisals against a secretary who continues, or attempts to continue, her contractual duties, or who refuses to participate in any of the activities prohibited by this section.

Article 3: Management Rights

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, duties, and responsibilities conferred upon and vested in it, 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 assignment of duties and responsibilities of its employees. It is further recognized that the Board, in meeting such responsibilities and in exercising its power and rights, acts through its administrative staff.
 - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- 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, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and expressed terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Article 4: Association and Employee Rights

- A. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board further agrees not to discourage or deprive employees of the enjoyment of any rights conferred by the Act or other laws; that it will not discriminate against any employee 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 Association business on school property, provided that such business does not interfere with the normal work hours.
- C. The Association shall have the right to use school buildings and facilities subject to existing Board policy. Association meetings shall not be scheduled during the bargaining unit member's workday.
- 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 shall have the right to post notices of its activities and matters of concern on bulletin boards, at least one of which shall be provided in each school.
- F. The Association may use the regular interschool mail service and mail boxes for communications to its members provided such mail is marked Haslett Educational Secretaries Association business.
- G. 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.
- H. In response to reasonable requests, the Employer agrees to provide the Association with the information required to administer this Agreement and to formulate contract proposals provided that such requests comply with the Freedom of Information Act.
- I. 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.
- J. 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 in the disciplinary sequence may be omitted when the nature and severity of the offense so warrant.

- K. No non-probationary bargaining unit member shall be discharged, disciplined, reprimanded or reduced in rank without just cause.
- L. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- M. 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.
- N. Upon request, a bargaining unit member shall be entitled to have a representative of the Association present when being reprimanded or disciplined.
- O. 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.
- P. A bargaining unit member shall sign and date or receive through certified mail any documents of a disciplinary nature that are 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.
- Q. 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 an agreement, is subject to the grievance procedure but is not arbitrable.

Article 5: Dues, Fees and Payroll Deductions

- A. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of such bargaining unit member and make appropriate remittance for assessments, any programs not fully paid for by the Employer, credit union, and any other plans or programs as provided in this Agreement.

Article 6: Negotiation Procedures

- A. Representatives of the Board and the Association will meet at the request of either party for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise or other matters not specifically covered by this Agreement. These meetings are not intended to bypass the grievance procedure. All meetings between the parties will be scheduled to take place as promptly as possible and unless otherwise mutually agreed upon, at times when the bargaining unit members involved are free from assigned responsibilities. The result of such meetings shall be written up in the form of letters of understanding that shall be added to the Master Agreement upon ratification by the Board and the Association.
- B. 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.
- C. Neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement between the parties may be enacted without ratification by a majority of the Board and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Article 7: Grievance Procedure

- A. A grievance shall be defined as an alleged violation of this Agreement.
 - 1. Nothing contained in this Agreement shall be construed to prevent a bargaining unit member from presenting a grievance and having the grievance adjusted without the intervention of the Association, provided that such adjustment is consistent with the terms of this Agreement; and provided further that the Association is notified of such adjustment.
 - 2. If the Association has a grievance, the Association shall submit the same in writing to the Superintendent or his designee.
- B. The time limits in this Article shall be strictly observed, but may be extended by mutual agreement between the parties.
- C. For the purpose of processing grievances, the term "days" as used herein shall be defined as Monday through Friday excluding holidays.
- 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 sub-sections 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. If a grievance arises, the following procedure shall be followed:
 - Step 1: The bargaining unit member and/or his representative will discuss the alleged violation verbally with the immediate supervisor within five (5) days of the discovery of the alleged violation.

The unit member and/or his representative will notify the immediate supervisor that this may be the beginning of the grievance procedure.

Step 2: If no resolution is obtained within five (5) days of the discussion, the grievance shall be reduced to writing and submitted to the immediate supervisor.

Within five (5) days of the receipt of the grievance, the immediate supervisor shall render a decision in writing and provide copies to the grievant(s) and the Association President.

Step 3: If the grievance is not resolved at Step 2, it may, within five (5) working days of receipt of the answer in Step 2, be submitted to the Superintendent or a designated representative. The Superintendent shall arrange and hold a meeting for the purpose of discussing said grievance with the bargaining unit member and the Association at a mutually agreeable time and place on the school premises not later than five (5) working days from the receipt of the written grievance. The Superintendent or designated representative shall give the Association Representative and the bargaining unit member an answer no later than five (5) working days after the meeting. If further investigation is needed, additional time may be allowed upon mutual agreement between the Superintendent and the Association.

Step 4: If the Association is not satisfied with the disposition of the grievance by the Superintendent, the grievance may, at the option of the Association, be submitted to arbitration within ten (10) days after receipt of the written decision of the Superintendent.

1. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the arbitration proceeding.
2. Neither party shall be permitted to assert in an arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party at other levels of the grievance procedure.

3. No more than one (1) grievance may be considered by the arbitrator at the same time except upon written mutual consent.
4. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expenses of witnesses.
5. The Association shall reimburse the Employer for the cost of a substitute for its witnesses, should any be hired, so that regularly employed unit members may be released from normal responsibilities without loss of salary.
6. The decision of the arbitrator shall be final and conclusive and binding upon bargaining unit members, the Board and the Association, and subject to judicial review, the lawful decision of the arbitrator shall be forthwith placed into effect.

F. The powers of the arbitrator are subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter, or modify any 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 interpret State or Federal law.
4. He shall not hear any grievance previously barred from the scope of the grievance procedure.
5. He shall have no power to rule on the discipline or termination of a probationary bargaining unit member.
6. No back pay shall be awarded for any period prior to the date the alleged violation occurred. No claim for back wages shall exceed the amount of the wages the bargaining unit member would otherwise earn.

7. Should the Employer dispute 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.
- G. Should a member fail to institute a grievance or appeal a decision within the time limits specified, or 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 employment) shall be barred.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member or participating Association Representative is to be at his duty station unless mutually agreed otherwise.
- I. Any adjustment made during the grievance procedure shall be consistent with the terms of this Agreement.
- J. At each step of the grievance procedure, the bargaining unit member may have an Association Representative or legal counsel present at all times.
- K. A grievance filed prior to the expiration of this Agreement, may be processed through the grievance procedure until final resolution.
- L. The grievance form is attached to this Agreement as Appendix D.

Article 8: Working Conditions

- A. In buildings where there are two (2) or more bargaining unit members performing the same job, overtime will be distributed as equally as possible.
- B. The Employer will attempt to provide a substitute, where appropriate, for absent bargaining unit members.
- C. The immediate supervisor will meet with bargaining unit member(s) to develop plans and/or procedures to be implemented with regard to the general operation of the building when the immediate supervisor is absent from the building.

- D. The Board recognizes that proper equipment, in good working order, is necessary for both efficient performance and proper morale. Upon the written recommendation of the immediate supervisor, equipment repair, service or purchase will be referred to the Superintendent for approval. The Association will receive a written copy of the immediate supervisor's request.
- E. All substitute work will be offered first to bargaining unit members who notify Administration that they are interested in substituting for District secretary positions.

Article 9: Work Hours and Work Year

- A. The Employer will set forth work schedules and assignments which can be reasonably completed within the unit member's normal work week.
- B. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes in duration.
- C. A fifteen (15) minute break shall be allowed both in the a.m. and in the p.m.
- D. The beginning and ending time of the workday, time for lunch period, and specific times for breaks shall be established by the immediate supervisor.
 - 1. Bargaining unit members shall receive at least seven (7) calendar days notice of a change in their daily starting and quitting time for work schedule.
 - 2. During the summer months the unit member and his immediate supervisor may arrange for flex time.
- E. In the event a bargaining unit member is requested to work beyond eight (8) hours in a day, he shall be compensated at time and one-half of the regular hourly rate of pay.
- F. When schools are closed to students due to inclement weather or other acts of God, the following procedures will take effect:

1. Bargaining unit members will not be required to report for work on the first cancelled instructional day, but will receive their normal pay.
 2. On consecutive cancelled days, the bargaining unit member who works twelve (12) months or who holds the Technology Help Desk/Trainer position shall report to work if possible. If the bargaining unit member is unable to report for work, he shall contact his immediate supervisor. If the bargaining unit member is unable to report for the day or any portion thereof, he shall suffer no loss of pay.
 3. Bargaining unit members not identified in F.2 above are subject to the provisions in F.3.a.
 - a.) If cancelled days are rescheduled bargaining unit members shall report for work.
 - 1.) Should additional days be added due to an Act of God, it is understood that bargaining unit members will report for the requisite number of days after the close of the student school year.
 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, bargaining unit members shall not be required to report for work and shall suffer neither loss of leave time nor loss of salary.
 5. In the event that the District announces that the student arrival time will be delayed due to unforeseen circumstances, bargaining unit members shall report to work at their regularly scheduled starting time if possible. If the bargaining unit member is unable to report for work at their regular time, he/she shall contact their immediate supervisor. If the bargaining unit member is unable to report for the portion of the day that is delayed, they shall suffer no loss of pay.
- G. Library coordinators shall be allowed one week/five days without students to prepare the libraries for the start and end of school. One week/five days will be scheduled during the beginning and ending weeks of student attendance.

Additional days and hours for projects or events during or after the instructional year may be authorized by the Superintendent or his designee. Library coordinators who have had their hours reduced shall have the first opportunity to accept the additional days and hours, and the extra work shall be paid at their regular rate of pay.

- H. The Board, while stating its intent to provide the maximum employment possible, agrees that each bargaining unit member shall be notified regarding changes in assignment prior to the beginning of the fiscal year (July). The notice shall state the number of hours to be worked and the hourly rate of pay. A copy of the form is attached hereto as Appendix E.
- I. The parties agree that compensatory time for bargaining unit members shall be in accordance with the following:
 - 1. Work which will require compensatory time or additional pay shall be arranged in advance of same between the bargaining unit member and her immediate supervisor.
 - 2. Prior to the first student day in each school year, the bargaining unit members and principals who are assigned to an elementary building shall agree on arrangements for students who are stranded at school after instructional hours.
 - 3. The use of compensatory time shall be arranged between the bargaining unit member and her immediate supervisor.
 - 4. Compensatory time shall not be used on the day prior to or immediately following a holiday or paid vacation day except that compensatory time may be used on the last work day immediately preceding President's Day.
 - 5. When the time worked beyond the bargaining unit member's normal working hours is at the request of the immediate supervisor, the bargaining unit member may elect to be paid or to take compensatory time. When the time worked beyond the bargaining unit member's normal working hours is at the request of the bargaining unit member, the election of pay or compensatory time shall be by mutual agreement between the bargaining unit member and her immediate supervisor.
 - 6. After eight (8) hours of work in any work day or after forty (40) hours of work in any work week, bargaining unit members shall be

compensated at one and one-half (1 1/2) times their regular rate of pay.

7. All hours which are in excess of the bargaining unit member's regularly assigned hours, but which are less than eight (8) hours in any work day or less than forty (40) hours in any work week, shall be paid at the bargaining unit member's regular hourly rate of pay.
8. After eight (8) hours of work in any work day or after forty (40) hours of work in any work week, the bargaining unit member shall be entitled to compensatory time equal to one and one-half (1 1/2) times the time worked.
9. All hours which are in excess of the bargaining unit member's regularly assigned hours, but which are less than eight (8) hours in any work day or less than forty (40) hours in any work week, shall entitle the bargaining unit member to compensatory time on an hour for hour basis.
10. Compensatory time may accumulate to a maximum equal to two (2) days at the bargaining unit member's regularly assigned hours. Additional time shall either be taken or paid in full as provided herein.
11. Compensatory time shall not accrue from year to year, but shall be used and/or paid as specified herein.

Article 10: Conferences

A leave of absence may be granted by the Superintendent for members of the bargaining unit to attend conferences and workshops which are scheduled during working hours.

- A. No more than one (1) bargaining unit member may be absent from each building for any one (1) conference except as approved by the Superintendent.
- B. At the beginning of each year, the Employer agrees to contribute \$750.00 to a conference fund to be administered by the Association for the purpose of defraying conference and workshop expenses. The appropriate receipts shall accompany any request for conference funds.

For the 2011-12 school year only, no conference fund money shall be made available.

1. For the 2013-14 school year only, all funds currently in the account (approximately \$1300) shall be returned to the District and the District shall not be obligated to make the 2013-14 contribution (\$750).
- C. Conference funds will not be used for conferences or workshops sponsored by the MEA or its affiliates except as mutually agreed between the Superintendent and the Association President; or when the content of such conferences and workshops is reasonably related to the bargaining unit member's employment responsibilities.

Article 11: Bargaining Unit Member Evaluation

- A. New employees hired into the bargaining unit shall serve a probationary period of ninety (90) working days.
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 thirty (30) calendar 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 Association President shall be notified of any such action by the Employer.
- 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 bargaining unit members 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.

Article 12: Vacancies, Promotions and Transfers

- A. A vacancy shall be defined as a newly created position or a present position that is unfilled which the Employer intends to fill.
- B. Whenever any vacancy occurs or new position is created in the bargaining unit, the Board shall publicize the same by giving written notice of such vacancy or new position to 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 except when an unpaid leave of absence has been granted under Article 13, Section B.1 of this Agreement. The thirty (30) day time period referenced above may be modified upon mutual agreement between the Superintendent and the Association President.
- 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, the needs of the District and experience of the applicants from within the affected classification.

A less senior applicant may be awarded a vacancy only when said applicant's qualifications are demonstrably superior.

1. Should no bargaining unit member from the affected classifications apply, preference will be given to the most senior qualified applicants from other classifications before personnel from outside of the bargaining unit are hired.

2. If a vacancy is to be filled with a bargaining unit member on layoff status, the Employer shall not post the position.

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. When a bargaining unit member moves to a position within the bargaining unit which is significantly different from the one previously held, the bargaining unit member shall be given a fifteen (15) workday trial period in which to demonstrate her ability to perform on the new job.

1. The Employer will give the 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.

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. When job descriptions are changed and/or developed, the Employer will provide the Association with an opportunity to review such job descriptions and to submit its recommendations to the Employer. The

Association President will be provided with a copy of the job description for all positions within the bargaining unit.

- 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.
- L. Bargaining unit members who are regularly assigned less than a full twelve (12) month period shall have the first opportunity for seasonal 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.
- M. A bargaining unit member who accepts the type of employment outlined in Section L 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.

Article 13: Seniority, Layoff and Recall

- A. Seniority shall be defined as the length of continuous employment in a bargaining unit position. Seniority will begin with the last date of hire and shall accrue within the classifications listed in Appendix A of this Agreement.
 - 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. A bargaining unit member who changes from one (1) classification to another shall take all of his accrued seniority to the new classification.
 - 3. Temporary employees shall not establish a date of hire for purposes of accruing seniority in the bargaining unit.
 - 4. Part-time bargaining unit members shall accrue seniority as if they were employed full time.

5. 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.
 6. Leaves of absence shall not constitute an interruption in continuous service. Seniority shall continue to accrue except when the period of the leave exceeds ninety (90) working days. Seniority shall not be credited beyond the 90th day of an unpaid leave but shall be frozen until the unit member returns to a position within the bargaining unit.
 7. 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.
 8. Seniority shall be lost should the bargaining unit member resign, retire or be discharged.
 9. Days worked in non-bargaining unit classifications shall not be used for seniority purposes or for establishing a date of hire.
 10. 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.
 11. The Employer shall prepare, maintain and post a seniority list. The seniority list will be posted in all of the buildings by October 15 each year. A copy of the seniority list and subsequent revisions shall be provided to the Association President.
- B. It is within the Board's right to lay off staff and/or reduce or eliminate positions.
1. Layoff shall be defined as a reduction in the work force due to an economic necessity, but shall not include the temporary or normal reduction during the summer months of secretaries, library coordinators or general office personnel.
 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.

3. If it becomes necessary for a layoff, the following procedures shall apply:
 - a. All temporary employees shall be laid off within the affected classification first.
 - b. Should further reduction be necessary, probationary bargaining unit members shall be laid off within the affected classification unless there is no qualified non-probationary bargaining unit member to perform the work.
 - c. Should further reduction be necessary, bargaining unit members shall be laid off within classification in accordance with their seniority status with the least senior bargaining unit members to be laid off first.
 - d. Bargaining unit members whose positions have been eliminated shall be notified of such elimination.
 - e. Bargaining unit members whose positions have been eliminated or who have been affected by a layoff shall have the right to assume a position in their classification(s) for which they are qualified and which is occupied by the least senior bargaining unit member in said classification(s).
 - f. Laid off bargaining unit members who are qualified for a vacancy or newly-created position shall be offered such positions before new employees are hired.
4. Should two (2) or more bargaining unit members share the same seniority, the following procedure shall be used at the time of layoff to determine who will be laid off:
 - a. If one (1) bargaining unit member has more paid service to the District, that bargaining unit member shall remain.
 - b. If the bargaining unit members remain equal after a., a drawing shall be conducted by the Superintendent and the Association President to determine who shall remain.

5. 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.
 6. Before the Employer takes official action to reduce or lay off staff, it will provide the Association with an opportunity to discuss such reduction or layoff.
 7. At his option, a laid off bargaining unit member shall be granted priority status on the substitute list in accordance with his seniority.
 8. For purposes of this Agreement, qualifications shall be defined as possessing the skills and requirements as listed on the job description.
- C. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position within her classification for which she is qualified.
1. Notices 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 unless an extension is granted by the Board.
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 who are offered a position equivalent to that occupied on the effective date of layoff are obligated to accept such work. A bargaining unit member who declines recall to equivalent work for which she is qualified shall forfeit her seniority and employment rights under this Agreement.
5. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his current mailing address.
6. The recall list shall be maintained by the Employer for a period not to exceed two (2) years from the date of layoff. A bargaining unit member who is laid off for more than two (2) years shall lose her seniority rights and all other rights under this Agreement.

Article 14: Leaves of Absence

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. Paid Leaves of Absence

1. On July 1st of each year for year round employees and the beginning of each school year for all others, each bargaining unit member shall be credited with sick leave at the rate of one (1) day of leave for each month worked, the unused portion of which shall accumulate from year to year. One day will equal the number of hours per day in their current assignment for the year.

- 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 ten (10) days of sick leave per year for illness among members of his/her immediate family – spouse, children, parents, siblings, in-laws and members of the immediate household. The Superintendent may, at his discretion, extend the period of the leave in special and/or emergency circumstances.
- c. Sick leave days which were earned prior to an unpaid leave of absence shall be held in reserve pending the return of the bargaining unit member from such leave.
- d. A bargaining unit member who is absent due to an injury incurred during the course of his employment shall be considered to be on paid leave; however, such leave shall not be charged against the bargaining unit member's accumulated sick leave except as provided below:
 1. The bargaining unit member shall notify the immediate supervisor of an injury as soon as possible. Should medical attention be necessary, that will be obtained first and a report to the immediate supervisor will follow.
 2. An injured bargaining unit member shall complete the appropriate worker compensation form as soon as he is physically able.
 3. The bargaining unit member's inability to work shall be verified by his/her physician, the District's physician or a hospital.
 4. A bargaining unit member shall be entitled to the benefits outlined herein regardless of whether he qualifies for worker compensation benefits except that upon qualification for worker compensation benefits, the bargaining unit member shall be on leave without pay. The Employer's liability with regard to continuing the bargaining unit member's pay shall be limited to five (5) work days for each injury. After the five (5) work day period, Article 17-h will apply.

- e. 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, personal leave days and vacation days.
 - 1. A bargaining unit member shall be eligible for said exchange after he has been absent for six (6) consecutive working days.
 - 2. A bargaining unit member who is eligible for sick leave exchange shall notify the Association President.
 - 3. Any exchange of sick leave shall be on a voluntary and confidential basis.
 - f. The Employer reserves the right to require a doctor's certification as to the bargaining unit member's illness or disability.
- 2. Bargaining unit members shall be granted up to five (5) days of leave in the event of the death of a child, spouse, parents and/or grandchild. Bargaining unit members shall be granted up to three (3) days of leave in the event of the death of a sibling, in-laws, grandparents and/or other relatives in the immediate household.
 - 3. On July 1st of each year for year round employees and the beginning of each school year for all others, each bargaining unit member shall be credited with two (2) days of personal leave. Personal leave days shall be cumulative to a maximum of five (5) days. Bargaining unit members who have accumulated more than three (3) personal leave days at the end of the school year shall have said days credited to their sick leave accumulation before receiving the personal day allotment for the next school year. Personal leave will be calculated according to Article 14 A 1.
 - a. A bargaining unit member planning to use a personal day(s) shall notify his immediate supervisor at least five (5) days in advance except in cases of emergency. The Superintendent may extend personal leave provided such extension shall not exceed the amount of accrued sick leave.

- b. The District reserves the right to limit the number of members granted personal days if it effects the operational efficiency of the District. The District reserves the right to revert to the 2003-05 contract language if this language puts an additional financial burden on the District.
 - c. During the school year, personal leave shall not be taken on the workday immediately preceding or following a holiday, vacation, or the first and last day of the school year. Bargaining unit members may not use more than three (3) personal days consecutively. Friday and Monday are considered consecutive days. The superintendent may, at his/her discretion, extend the number of days taken.
 - d. The Superintendent reserves the right to limit the number of employees taking personal leave days to not more than one (1) per building per day. The Superintendent or his/her agent, may, at his/her discretion, make exceptions to this language should an emergency arise.
- 4. An employee who serves on jury duty or is subpoenaed as a witness will be paid the difference between his regular pay and the fee, provided proof of service is submitted. Such service will not be charged against sick leave or vacation time.
 - 5. 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.

B. Unpaid Leaves of Absence

- 1. Upon written request of the bargaining unit member, the Employer may grant an unpaid leave of absence for up to ninety (90) working days. At the discretion of the Employer, the leave period may be extended an additional thirty (30) working days.
- 2. Any bargaining unit member whose personal illness extends beyond the period compensated under Section A of this Article

shall be granted a leave of absence without pay for such time as is necessary for complete recovery, but not to exceed one (1) calendar year from the expiration of the period of compensated sick leave.

3. The Employer may grant an unpaid leave of absence for up to one (1) year for any reason upon written application from the bargaining unit member.
4. When a bargaining unit member needs to take time off without pay, s/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:
 - a. That the period of time off shall not be more than ten (10) working days;
 - b. That no bargaining unit member may apply for more than one (1) leave of absence under these provisions in any school year;
 - c. That a qualified substitute is available for the period in question; and
 - d. That the bargaining unit member's absence shall not, as determined by the Superintendent or his designee, unduly impair the operation of the school district.
5. 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.

A rolling twelve (12) month period will be utilized in all cases by the Board in assessing the amount of time an eligible employee has available for qualified leaves under the Act.

Employees shall be required 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.

In general, intermittent and reduced schedules will not be approved absent mutual agreement between the employee and the Board. Consideration of intermittent or reduced schedule leave requests attributable to a medical necessity will be made as

required by law and alternate assignments(s) may be instituted by the Board in such instances.

In the event an employee and his/her spouse are employed by the District, 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 the Act.

Existing insurance benefit payments will continue for an employee absent on a qualified leave under this section.

Employees returning from such leaves will be returned to the same or an equivalent position.

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.

6. The following general provisions will apply to all leaves of absence under this Article:
 - a. Except as set forth in Section 5, the leaves of absence under this Article shall be without pay and benefits.
 - b. The position of an employee absent on an unpaid leave of absence may be filled with a substitute.
 - c. 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.
 - d. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation.

The Board may require the employee to repay insurance premiums issued during a leave under Section 5 if the employee fails to return from the leave for reasons other than the continuation of the health condition that initially gave rise to the leave.

- e. Except as set forth in Section 5 above, 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.
- f. 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.

C. General Leave Provisions

- 1. Upon return from an unpaid leave of absence of more than ninety (90) days, a bargaining unit member shall be placed in the position she held at the time the leave was granted, if available, or if not, the first vacancy for which she is qualified. The Employer agrees to fill a position for ninety (90) working days or less on a temporary basis.
- 2. 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.

Article 15: Holidays and Vacation Time

- A. The following days shall be paid holidays for all bargaining unit members: Friday before Labor Day, Labor Day, Thanksgiving Day and the Friday following, Christmas Day, New Year's Eve Day, New Year's Day, Presidents' Day, Easter and Memorial Day.
 - 1. Bargaining unit members who are fifty-two (52) week bargaining unit members shall receive July 4 and Christmas Eve Day as a paid holidays.
 - 2. Bargaining unit members whose annual work schedule incorporates July 4, will receive the day as a paid holiday.

3. In the event Presidents' Day is scheduled as a day of student instruction, an alternate holiday will be designated.
 4. Employees scheduled to work less than a five (5) day work week, will receive holiday pay providing they work their last scheduled day prior to the holiday during the months they are scheduled to work. Holiday pay will be based on their average daily hours.
 5. Employees do not receive holiday pay while on unpaid leave.
 6. Holiday pay for less than five (5) day work week members will receive holiday pay based on their average daily hours.
- B. Bargaining unit members shall receive paid vacation time.
1. Fifty-two (52) week bargaining unit members will be granted vacations at such times during the year as are suitable considering both the wishes of the bargaining unit member and the efficient operation of the building.
 2. Should more than one (1) fifty-two (52) week bargaining unit member request the same vacation dates, the unit member having the greatest seniority shall be granted his preferred vacation dates.
 3. A year of service for purposes of vacation credit, shall be defined as the years of continuous service to the District from the employee's last date of hire and will include service outside of the bargaining unit. Substitute service and prior service rendered by those bargaining unit members who are rehired, will not count for vacation purposes.
- C. A maximum of two weeks (10 days) unused vacation time shall be allowed to carry over from year to year.
- D. Vacation time shall be computed from July 1 to June 30 in accordance with the following:
1. After six (6) months of service to the District, the fifty-two (52) week bargaining unit member shall be credited with five (5) days of paid vacation.

If the unit member's anniversary is not July to July, the bargaining unit member will be credited with an equivalent number of vacation days prorated to July 1.

2. After the first year of service to the District, the fifty-two (52) week bargaining unit member shall be credited with ten (10) days of paid vacation each year.
3. On the date of his sixth (6th) anniversary, the fifty-two (52) week bargaining unit member shall be credited with an additional five (5) days of paid vacation to be taken between the unit member's anniversary date and the end of the vacation year as referenced in Section D of this Article. Thereafter, the bargaining unit member shall be credited with fifteen (15) days of paid vacation each year.
4. On the date of his fifteenth (15th) anniversary, the fifty-two week bargaining unit member shall be credited with an additional five (5) days of paid vacation to be taken between the unit member's anniversary date and the end of the vacation year as referenced in Section D of this Article. Thereafter, the bargaining unit member shall be credited with twenty (20) days of paid vacation each year.
5.
 - a. Bargaining unit members scheduled to work less than forty-six (46) work weeks per year shall be credited with five (5) days of paid vacation each year which shall be taken during spring break.
 - b. Bargaining unit members scheduled to work forty-six (46) work weeks or more but less than fifty-two (52) weeks shall be credited with an additional five (5) days of paid vacation after the first year of service to the District. The pay for such days will be based upon the bargaining unit members summer work schedule and will be issued for unscheduled work time in the summer. For the positions of Technician/Trainer and Technology Secretary, the paid vacation days can be taken when mutually agreed upon between the Director of Technology and Technician/Trainer and Technology Secretary.

Article 16: Salary and Longevity

- A. The salaries of bargaining unit members covered by this Agreement are set forth in the Salary Schedule, Appendix A, which is attached to and incorporated in this Agreement.
- B. Any bargaining unit member employed by the Haslett School District during the summer months or on a temporary basis shall be paid according to the job posting, which shall be in accordance with this Agreement.
- C. The Board shall place newly hired bargaining unit members on the salary step which it deems appropriate after due consideration of the skill, abilities and experience of the bargaining unit member. Upon completion of the probationary period, the bargaining unit member shall be moved to the next step on the salary schedule at least once in each year.
- D. Bargaining unit members shall have the option of receiving their pay over twenty-one (21) or twenty-six (26) pay periods. Bargaining unit members who elect to be paid in twenty-six (26) equal installments may further elect to be paid the balance of salary that would otherwise be paid during the months of July and August in a lump sum by notifying the Superintendent's office by May 1. Said lump sum payment shall be remitted on the last pay day in June.
 - 1. Salary elections shall be made not later than the first Friday of September for the ensuing school year.
 - 2. Bargaining unit members assigned to fifty-two (52) week positions shall be paid in twenty-six (26) equal installments.
- E. Any bargaining unit member who is temporarily assigned to the duties of another unit member in another classification which earns a lower rate of pay shall receive his regular rate of pay for the period he assumes such assignment.
- F. Bargaining unit members required in the course of their work to drive their personal automobiles shall be reimbursed for mileage at the rate allowed by the IRS.
- G. 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 pay in June. Longevity pay shall be effective with

the unit member's employment anniversary date. A year of service for purposes of longevity pay, shall be defined as the years of continuous service to the District from the employee's last date of hire and will include service outside of the bargaining unit. Substitute service and prior service rendered for those who are rehired will not be counted for purposes of longevity payments.

1. Longevity

\$1,342.00 (6-9 years)
\$1,552.00 (10-13 years)
\$1,762.00 (14-17 years)
\$2,261.00 (18-21 years)
\$2,600.00 (22+ years)

*The longevity schedule shall increase at the final percentage salary increase as determined by the salary schedule and formula contained in Appendix A.

In the event a bargaining unit member who was hired prior to January 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.

2. Unpaid leaves of absence and periods of layoff shall not operate to sever a unit member's accumulated years of service for longevity purposes. During unpaid leaves of absence and periods of layoff, a bargaining unit member shall not continue to accrue years of service, but shall have his years of service frozen until such time as he may return to a bargaining unit position.

3. a. Time spent on unpaid leaves and layoffs, will result in a proration of the longevity payment for the year.

The reductions in such instances, will be based upon the percentage of hours worked in comparison to the fiscal year prior to the unpaid leave or layoff.

b. A reduction in work hours or work weeks for bargaining unit members subject to the provisions of

Sections 1-3 above, will not result in a prorated reduction in longevity payments unless the bargaining unit member has at least a twenty-five (25%) percent reduction in annual hours worked when compared to the 1994-95 fiscal year.

The reductions in such instances, will be based upon the percentage of annual hours worked in comparison to the 1994-95 fiscal year.

In addition to the Longevity Schedule payments set forth herein, for the 2013-14 school year only, the District shall pay \$300.00 to full-time members and a prorated sum to members working less than full-time excluding employees within the unit that are probationary or those currently receiving a step increase. Said payment shall be made on or before the last payroll of September 2013. For purposes of this provision, full time shall be defined as thirty-five (35) hours a week.

- H. In the event of a verified overpayment in salary or benefits under the terms of this Agreement, the employee will make repayment to the District. In the event the employee fails to make the repayment, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCLA 408.477.
- I. Employees who are eligible for longevity and vacation pay 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.
- J. 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:
 - a. For each blended FTE pupil that exceeds 2724, 4% percent of the per pupil foundation allowance attributable to each such additional pupil shall form the aggregate amount for distribution.
 - b. From that aggregate amount will be subtracted all District MPERS and FICA costs attributable to the aggregate amount.
 - c. 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 2013. Part-time bargaining unit

members all receive a pro-rated share based upon the relationship of their assignment to that of a full-time bargaining unit position.

- d. 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 year.

K. 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:

- a. For each audited and MDE approved blended pupil (as established on the Fall 2013 membership count day for appropriations under the State Aid) 4% of the amount over \$7,000 shall form the aggregate amount.
- b. From that aggregate amount will be subtracted 5% of the amount of any reduction in per 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.
- c. From the adjusted aggregate amount will be subtracted all District MPERS and FICA costs attributable to the adjusted aggregate amount.
- d. 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 all receive a pro-rated share based upon the relationship of their assignment to that of a full-time bargaining unit position.
- e. 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 year.

Article 17: Insurance Benefits

- A. Except as provided in Section C and D of this Article, the Employer shall provide without cost to the full-time bargaining unit member MESSA CHOICES II PAK A or PAK B for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents.

It is further agreed that if the teachers bargaining unit changes to an alternative hospitalization plan, the HESA plan will be changed.

For purposes of this Article, full-time shall be defined as thirty-five (35) hours a week.

Eligible full-time bargaining unit members not electing MESSA CHOICES II PAK A will elect 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
MESSA– Choices II
\$10/\$20 Rx, \$200/\$400 deductible, \$20/\$25/\$50 Office Visit
Delta Dental Plan 80/80/80; \$1,300.00
\$15,000 Life Insurance
Vision Care, VSP-2
Long Term Disability 66 2/3 90 day mod fill
- PAK B
Delta Dental Plan 80/80/80/; \$1,300.00
\$20,000 Term Life Insurance
Vision Care, VSP-3
Long Term Disability (Same as PAK A)

Those bargaining unit members enrolled in PAK B will receive \$350 per month.

For the period commencing January 1, 2014, the coverage shall be as follows:

1. PAK A – MESSA ABC Plan 1
MESSA– ABC Plan 1
ABC RX
Delta Dental Plan 80/80/80; \$1,300.00
\$15,000 Life Insurance

Vision Care, VSP-2
Long Term Disability 66 2/3 90 day mod fill

PAK B

Delta Dental Plan 80/80/80/; \$1,300.00
\$20,000 Term Life Insurance
Vision Care, VSP-3
Long Term Disability (Same as PAK A)

Those bargaining unit members enrolled in PAK B will receive \$350 per month.

\$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) administered through Health Equity 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.

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

- C. The District shall pay 80% of the total cost of the MESSA CHOICES II PAK A premium or MESSA ABC Plan as set forth above. The employee's premium contribution shall be payroll deducted through a qualified Section 125 Plan the first and second pay of each month from the employee's paycheck.
- D. All other non-medical MESSA PAK A and PAK B benefits shall be fully paid by the District. Said benefits include dental, vision, LTD and life insurance.
- E. The fringe benefit year shall be September 1 through June 30.
- F. 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.
- G. Should a husband and wife both be employed in a bargaining unit position, one (1) will be eligible to select PAK A and the other will be eligible to select PAK B.
- H. If a bargaining unit member is entitled to worker's compensation and is penalized by reaching the cap imposed by the worker's compensation guidelines, the District 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. Such bargaining unit members will additionally be entitled to continue his/her fringe benefit coverage for a period of one (1) year from the date of incurring such disability at board expense.
- I. A bargaining unit member who is on an unpaid leave of absence pursuant to Article 14, Section B. 2 shall be entitled to continue his fringe benefit coverage for a period of up to one (1) year from the date of the first day of said leave provided that the bargaining unit member continues to pay the group premiums in advance.
- J. Once the bargaining unit member has designated insurance coverage, it shall not be altered except as may be required due to a change in family status, marital status and/or economic status, until the next open enrollment period.

Over the next calendar year, the district and the union agree to review alternative health insurance packages with the understanding that any savings in the year of conversion will be passed on to the membership.

Article 18: 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. Upon termination, bargaining unit members who have been in a bargaining unit position for ten (10) or more years shall receive \$150 for each year of service to Haslett Public Schools.
1. A bargaining unit member who has at least 80 days of accumulated sick leave at the point of termination shall receive an additional \$60 per accumulated sick leave day.
 2. Termination shall be defined as separation for other than just cause as defined in Article 4, Section K.
 3. A day for purposes of calculating termination payment is defined in Article 14, Leaves of Absence.
- C. 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 19: Miscellaneous Provisions

- A. 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 remain in full force and effect.

It is further agreed that within ten (10) calendar 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. If the parties do not reach and ratify an amendment to this Agreement within thirty (30) calendar days, the matter may be referred to binding interest arbitration by either party. The rules of appointment and procedure of the American Arbitration Association shall govern such arbitration.

- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Employer.
- C. Copies of this Agreement shall be printed at the joint expense of the Association and the Board and presented to all members currently and hereafter employed by the Board.
- D. 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.
- E. The Board will pay the cost of mandated TB tests for staff under the following conditions:
 - 1. The Board will provide a designated time and place once every three (3) years.
 - 2. Staff not willing or able to take the TB test at the designated time and place must bear the expense on their own. This includes new hires.
 - 3. Staff unable to take a skin test will be reimbursed the cost of the skin test upon presentation of medical proof of having an alternate test and the submission of a receipt.

Article 20: 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

By _____
Association President

By _____
Superintendent

By _____
MEA UniServ Director

By _____
Chairperson, Negotiation Team

By _____
Bargaining Team

By _____

By _____

By _____

Appendix A: Classifications and Salary Schedule

Class I

Secondary Library Assistant
Library Coordinator*

Class II

Class III

Secretary
Payroll Secretary

Class IV

Accounts Payable Clerk
Community Education Accounting Clerk
Payroll Clerk*

Class V

Principal's Secretary

Class VI

Technology Help Desk/Trainer

*Library Coordinators and the Payroll Clerk positions paid at Class V Level.

Salary Schedule

Step	Class I	Class II	Class III	Class IV	Class V	Class VI
1	\$14.22	\$14.22	\$14.22	\$14.22	\$14.74	\$18.78
2	\$14.92	\$14.92	\$14.92	\$14.92	\$15.47	\$19.71
3	\$15.70	\$15.70	\$15.70	\$15.70	\$16.18	\$20.69
4	\$16.37	\$16.37	\$16.37	\$16.37	\$16.89	\$21.72
5	\$17.09	\$17.09	\$17.09	\$17.09	\$17.63	\$22.81

For 2013-14, members shall advance one step on the salary schedule.

2014-2015

Bargaining unit members will not advance steps and shall not receive 2014-15 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.

2015-2016

Bargaining unit members will not advance steps and shall not receive 2015-16 longevity pay until a full salary and insurance agreement is ratified for the 2015-16 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.

Appendix B: Individual Agreement Form

The undersigned hereby agrees to waive his seniority for the purpose of the Haslett Public Schools impending institution of a layoff under this Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes in this Agreement, including recall rights and other contractual privileges and 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 Board that I plan to be absent from work for personal reasons on the following date(s):

This form must be submitted to my immediate supervisor at least one week in advance of using personal leave. If less than a week (five school days) notice is given, then the District has the right of refusal, provided the request is for a non-emergency situation.

Employee's Signature

Date Received: _____

Immediate Supervisor: _____
Signature

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
----------	------------	------------------	------------

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. Received by Superintendent or Designee _____

B. Position of Superintendent or Designee _____

_____/_____
Signature Date

C. Position of Grievant and/or Association _____

_____/_____
Signature Date

STEP III

A. Date Submitted to Arbitration _____

D. Disposition & Award of Arbitrator _____

Appendix E: Offer of Employment Form

HASLETT PUBLIC SCHOOLS

Haslett, Michigan

TO: _____

DATE: _____ SCHOOL YEAR _____

You are assigned as _____
(Position)

_____ at the hourly rate of _____
(Building)

and will be expected to work a minimum of _____ hours per week, and the normal work year shall be _____ weeks.

The above shall be subject to the provisions of Article 8, Section L of the Master Agreement.

Signature of Employee

Superintendent

Date

Date

**Letter of Agreement
between the
Haslett Board of Education
and the
Haslett Educational Secretaries Association, MEA/NEA**

Re: School District Fiscal Accountability Act

1. This Letter of Agreement is being executed contemporaneously with the execution of the parties' collective bargaining agreement and shall be attached hereto and incorporated therein.
 2. An emergency financial manager appointed under the Local government and School District Fiscal Accountability Act is authorized to reject, modify or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.
 3. This Letter of Agreement is entered into because it is required by state law. In the event that the law referenced herein is amended or repealed or if a court or administrative agency of competent jurisdiction concludes that any of said Act is enforceable in whole or in part, then this Letter of Agreement shall have no force or effect.
1. This Agreement represents the entire agreement between the parties regarding the School District Fiscal Accountability Act.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

By _____
Association President

By _____
Superintendent

By _____
MEA UniServ Director

By _____
Chairperson, Negotiation Team

By _____
Bargaining Team

By _____

By _____

By _____

**LETTER OF AGREEMENT
BETWEEN THE
HASLETT PUBLIC SCHOOLS
AND THE
HASLETT EDUCATIONAL SECRETARIES ASSOCIATION, MEA/NEA**

Re: Agency Fee Agreement

The Board of Education of the Haslett Public Schools ("Employer") and the Haslett Educational Secretaries 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 EDUCATIONAL SECRETARIES
ASSOCIATION, MEA/NEA

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

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