

MASTER AGREEMENT

BETWEEN

THE HOLT ASSOCIATION OF
EDUCATIONAL OFFICE
PERSONNEL, MEA/NEA

and the

BOARD OF EDUCATION

of the

HOLT PUBLIC SCHOOLS

2020-2023

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**AGREEMENT
BETWEEN
HOLT ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL
AND
HOLT PUBLIC SCHOOLS BOARD OF EDUCATION**

PREAMBLE

WHEREAS, the Board of Education is required by law to negotiate with the Holt Association of Educational Office Personnel, MEA/NEA on wages, hours, and the terms and conditions of employment of secretaries, and the parties through negotiations in good faith have reached agreement on all such matters and desire to execute this Agreement:

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Holt Association of Educational Office Personnel, MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all educational secretaries and all personnel engaging in secretarial and clerical work excluding the Secretaries/Administrative Assistant to the Superintendent, two (2) Secretaries/Administrative Assistant to the Human Resources Director, Negotiations Secretary for the Board of Education and all temporary and substitute secretaries and student clerical employees.
- B. The term, “secretary,” when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit as above-defined and represented by the Association.
- C. The term “Board” shall include its officers and agents
- D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, PA of 1965, for the duration of this Agreement.
- E. In the event that an Emergency Financial Manager is appointed by State under the local financial stability and choice act, 2012 PA 436, the emergency manager has have all rights, powers, and privileges as set forth in this Section.

ARTICLE 2

DUES, FEES AND PAYROLL DEDUCTIONS

- A. Membership in the Association is voluntary and shall comply with all State and Federal Regulations in accordance with the terms and conditions found in this article. It is not a condition of employment for a secretary to become or remain a member of the Association or to financially support the Association.
- B. Upon appropriate written authorization from the bargaining unit employee, the Board shall electronically transfer from the salary of any such bargaining unit employee and make appropriate remittance for one account at one financial institution and for United Way, Holt Educational Foundation, the Holt Dependent Care Assistance Plan, Tax Deferred Payment (TDP) for Purchased Years of Retirement, elective AFLAC options, and MESSA and programs jointly approved by the Association and the Board which are not fully paid by the Board, tax sheltered annuities as defined under Section 403b of the Internal Revenue code and which are in accordance with the Board policy and plans under Section 457 of the Internal Revenue Code, and any other plans or programs jointly approved by the Association and the Board.
- C. Remittance for tax sheltered annuities shall be made within five (5) working days after the second pay period in each month provided an invoice has been received by that date.
- D. Bargaining unit employees may enter into a salary reduction agreement with the Board for the purpose of reimbursing dependent care assistance expenses in accordance with the Dependent Care Assistance Plan adopted pursuant to Section 139 of the Internal Revenue Code.
- E. Bargaining unit employees may enter into a salary reduction agreement with the Board for the purpose of reimbursing health insurance premiums in accordance with the Health Insurance Salary Reduction Plan adopted pursuant to Section 129 of the Internal Revenue Code.
- F. Bargaining unit employees may enter into a salary reduction agreement to purchase MPSERS service credit on a tax deferred basis and the Board agrees to enter into any necessary agreements as may be required by MPSERS.

ARTICLE 3

ASSOCIATION RIGHTS

- A. The parties agree that there shall be no discrimination against any bargaining unit employee with respect to hours, wages or any conditions of employment by reason of his/her membership in the Association, his/her participation in the activities of

the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under the terms of this Agreement.

- B. The Association, on its own and on its individual employees' behalf, retains and reserves 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.
- C. The Board will furnish to the Association any available public information pertinent to collective bargaining such as: the financial resources of the District, purpose, allocations and other public information which will assist the Association in developing accurate and constructive programs on the behalf of bargaining unit employees. Also, the Board shall furnish information which is necessary for the Association to process grievances. One copy shall be furnished. Original records shall be examined only in the Board office.
- D. The Association shall have the right to use school building facilities as follows:
 - 1. Time: After school hours when a custodian is on regular duty and at times which do not interfere with regularly scheduled school activities.
 - 2. The building principal will authorize building use when it is to be used before 3:30 p.m.
 - 3. The use of school mail boxes for official Association business.
 - 4. An unlisted telephone in the staff room for local calls. The use of extensions outside the office at the secondary level and a designated extension in each of the elementary buildings. Phone usage during work time shall be for school-oriented business or local personal calls that cannot be conducted at another time.
 - 5. A bulletin board in the staff room for Association use.
 - 6. Requests for use of other equipment shall be made with the building principal or in the case of Administrative Offices and Support Service Facility with the bargaining unit employees' immediate supervisor in advance of the utilization.
- E. During the school year the Association President or his/her designee, will be granted fifteen (15) days with pay for Association business. State law requires the Employer to exclude this time from MPERS contributions, unless the affected employee or the Association reimburses the Employer for the actual cost. The Association shall reimburse the Board for the cost of a substitute on said days in the event a substitute is hired. Said days shall be scheduled and used at the

discretion of the Association President. Additional time may be granted by the Superintendent of Schools.

ARTICLE 4 BOARD RIGHTS

The Board, on its own and on behalf of the electors of the District, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferring upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States.

The Board agrees not to discriminate and to provide equal employment opportunities with regard to age, gender, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity and/or expression, or other criteria as prohibited for by applicable law. The foregoing applies to all employees and job applicants in connection with recruitment, hiring promotion, transfer, demotion, layoff, or termination.

ARTICLE 5 EMPLOYEE RIGHTS AND PROTECTION

- A. The private life of a bargaining unit employee is his/her own affair unless his/her conduct should adversely affect his/her relationship with students, parents, or staff members, or the discharge of his/her responsibilities.
- B. Both parties have the responsibility to see that the provisions of this Agreement shall be applied equally to all bargaining unit employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or handicap.
- C. Any case of assault upon a bargaining unit employee which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designated representative. In the event of such an assault, the Board will provide legal advice if the bargaining unit employee requests it. No charge shall be made against a bargaining unit employee's salary or leave time in the case of time lost because of court appearances involving any of the incidents stated above.
- D. The Employer agrees to reimburse the bargaining unit employee on equitable amount for cleaning, repair, or replacement for damage to clothing, incurred as a result of performing his/her duties, when the loss is no fault of the bargaining unit employee, up to a maximum of \$25 for each occurrence.
- E. Any complaint directed toward a bargaining unit employee shall be promptly called to the bargaining unit employee's attention. If such complaint is to be made a part of the bargaining unit employee's personnel file, or a matter of other written record,

the bargaining unit employee may submit a written statement to be attached to and filed with the original complaint.

- F. Any use of physical force on a student shall be in conformity with Board of Education Policy, 6335.

The Board shall provide legal advice in the event the employee is complained against or sued for such action; except in the event the employee is disciplined or terminated for use of physical force on a student in violation of Policy 6335.

- G. Bargaining unit employees shall be provided a locked area for personal belongings for protection from potential theft. The immediate supervisor(s) shall be responsible for determining the location of the secured area(s) and for informing the bargaining unit employees of the location of same.

- H. It is understood that a bargaining unit employee may refuse to carry out an order which threatens his/her physical well-being or safety.

- I. A bargaining unit employee shall be entitled, at his/her request, to have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of rules.

- J. No non-probationary bargaining unit employee shall be disciplined, reprimanded or reduced in compensation without just cause; however, this shall not be interpreted as restricting the Board's right to dismiss probationary bargaining unit employees. Any such discipline, reprimand, or reduction in compensation or deprivation of advantage by the Board or representatives thereof, shall be done in privacy.

1. The bargaining unit employee shall be informed in writing of the basis for disciplinary action and will be provided with all written information concerning the basis for this action.
2. The bargaining unit employee shall review and sign all materials that are to be included in the personnel file. Such signing does not necessarily indicate agreement. He/she shall have two (2) weeks (ten (10) working days) to submit any written statement in regard to such materials for inclusion in the personnel file.

- K. Each bargaining unit employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the bargaining unit employee's request, accompany the bargaining unit employee in said review. A written statement, for inclusion in the personnel file, may be made by the bargaining unit employee in regard to materials that were not signed by the bargaining unit employee. The review shall be made in the presence of the Human

Resources Director or his/her designee, or the Superintendent of Schools. Privileged information which is specifically exempted from review shall include such credentials and related personal references normally sought at the time of employment.

- L. Except for records of unprofessional conduct that are subject to section 1230b of the Michigan Revised School Code, any warning or reprimand in a bargaining unit employee's personnel file which does not relate to a recurring incident within a three (3) year period from the date of such warning or reprimand shall be removed from the file at the written request of the bargaining unit employee. Said warning or reprimand shall not be used in a future disciplinary action against said bargaining unit employee.
- M. Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the grievance procedure which is set forth elsewhere in this Agreement.
- N. No written reprimand shall be issued without following the procedure outlined below:
 - 1. Criticism must be in writing.
 - 2. Written suggestions must be given to help alleviate the deficiency. Assistance, if mutually agreed upon, will be given to help alleviate the deficiency.
 - 3. A date shall be established at which time the deficiency shall be remedied.
 - 4. The penalty for failure to correct the deficiency shall be in writing.

ARTICLE 6 GRIEVANCE PROCEDURE

- A. A "grievance" is a claim, by one or more bargaining unit employees or the Association, of a violation or misinterpretation or misapplication of any provision of this Agreement.
- B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing contained herein will be construed as limiting the rights of any bargaining unit employee having a grievance, to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without intervention of the

Association; provided the adjustment is consistent with the terms of this Agreement and provided further, that the bargaining unit employee need not exercise such right.

D. General

1. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance, and therefore, management's last answer shall constitute the final disposition of said grievance. It is understood however, that the party filing the grievance may withdraw the grievance at any level up to, but not including arbitration and that will conclude that particular grievance without prejudice or precedent to any future case(s) which may arise.
2. A supervisor failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's time for answer expired.
3. Beyond step one (1) of this procedure, appeals by the Association shall be signed, and the Association shall be represented in hearings, by the Chairperson of its Grievance Committee, and or such other person(s) who shall be designated in writing to have the authority to act on behalf of the Association. Should either party desire to be represented at any hearing under this procedure by legal counsel, it shall notify the other parties sufficiently in advance so that they may be represented by counsel. No hearing shall be held at which any party is represented by counsel unless the other parties are also so represented, or have waived in writing, their right to such representation.
4. A grievance may be withdrawn at any level without establishing precedent.
5. There shall be no reprisals of any kind against any bargaining unit employee involved in the grievance procedure.
6. All available information that is necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
7. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
8. The grievant(s) and grievant's Association Representative shall be released from duty, with no loss of pay, to attend grievance meetings and hearings called by the administration or the Board and which are scheduled during the grievant's normal working day

9. The discipline or termination of a probationary employee shall not be subject to the grievance procedure.

E. Level One

1. A grievance shall be filed within ten (10) working days of the knowledge of the alleged violation, misinterpretation or misapplication of this Agreement.
2. The grievance shall be filed in writing with the bargaining unit employee's immediate supervisor.
3. The supervisor may, at any point prior to rendering a decision, refer the grievance to the next higher step in the procedure, should the matter being grieved be beyond the scope of his/her authority.
4. If the immediate supervisor decides to hear the grievance he/she shall within ten (10) working days for the filing of the grievance schedule a hearing thereon with the grievant(s), and at the grievant's(s) option, the Association Representative.
5. Within ten (10) working days after said hearing, the immediate supervisor shall render a written decision to the grieving party with a copy to the Association and the Human Resources Director.

F. Level Two

1. If the Level One decision is not satisfactory, the grievance shall be presented to the Human Resources Director within ten (10) working days of receipt of the grievance reply from Level One.
2. The Human Resources Director shall schedule a meeting with the grievant(s) and the grievant's Association Representative within ten (10) working days of receipt of the grievance.
3. The Human Resources Director shall render a written decision to the grievant(s) and the Association within ten (10) working days of the meeting.

G. Level Three

If the decision of the Human Resources Director is unsatisfactory to the Association, the Association and only the Association may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) working days after the decision of the Human Resources Director.

A copy of the appeal will be furnished to the Human Resources Director at the time of filing.

H. Level Four

1. If the Association is not satisfied with the Level Three disposition of the grievance, or if no disposition has been made within the period provided above, the grievance may, at the option of the Association, be submitted to arbitration.
2. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceedings.
3. The right to demand arbitration over an unadjusted grievance is limited to a period of ten (10) working days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.
4. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.
5. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement, and he/she shall be without power and authority to make any decision: (1) contrary to, inconsistent with or modifying or varying in any way the terms of this Agreement; or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
6. The arbitrator's decision shall be final and binding on the Association, all bargaining unit employees covered by this Agreement, and on the Board.
7. In the event a case is appealed to an arbitrator, and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
8. The expenses of the arbitrator shall be shared equally by the parties.

I. Appeal of Discharge or Suspension

1. Written notice of discharge or suspension shall be mailed, return receipt requested, to the bargaining unit employee and the Association President on the same day.

2. Grievances involving an appeal of discharge or suspension should be initiated directly at Level Two within ten (10) days of receipt of written notice as provided above.
 3. Once the grievance has been initiated at Level Two, the normal grievance procedures shall be followed as set forth in this Article.
- J. The Association may initiate a grievance directly at Level Two when either of the following conditions apply:
1. The grievance involves a group of bargaining unit employees or an issue which applies to the unit as a whole; or
 2. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor. Such grievances shall be initiated at Level Two and the normal grievance procedures shall be followed as set forth in this Agreement.

ARTICLE 7

SENIORITY, LAYOFF AND RECALL

A. Seniority

1. No later than October 1 of each year, the Board shall publish and distribute to each employee of the bargaining unit a copy of the complete seniority list for the employees of the bargaining unit. Such list shall include all individuals who have seniority under the terms of the Master Agreement.
2. In the event that more than one bargaining unit employee has the same last date of hire according to the aforementioned seniority list, a drawing shall be held to determine position on the seniority list. The Association and the bargaining unit employees so affected shall be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected bargaining unit employees and Association Representatives to be in attendance.
3. Seniority shall be measured from the last date of hire. That date adjusted, if need be, in accordance with the following provisions, shall become the seniority date and number for each bargaining unit employee.
4. Any bargaining unit employee who shall be transferred to a supervisory or Administrative Assistant position shall not accrue seniority while working outside the bargaining unit. Said bargaining unit employees may return to the bargaining unit and at such time may exercise previously accrued seniority that was earned while in the bargaining unit should a position be

available in accordance with procedures as set forth in this Agreement. Secretaries not in the bargaining unit, may return to or enter the bargaining unit, and at such time shall enter with seniority for all service in the District up to June 30, 1997, should there be a vacancy as set forth in this Agreement. The above shall not be interpreted to disadvantage any current employee of the bargaining unit.

Effective the beginning of the 2007-2008 school year, any bargaining unit employee who transfers to another position in the District shall accrue seniority while working outside the bargaining unit. Their seniority shall be retained if they return to the Bargaining Unit within one (1) year.

5. Bargaining unit employees on layoff shall continue to accrue seniority during layoff for a period not to exceed one (1) year. Bargaining unit employees will be eligible for recall for a period of two (2) years.
6. Unpaid leaves of thirty (30) calendar days or less, and leaves of absence with pay shall not interrupt continuous service nor be deducted from seniority. Seniority shall continue to accrue.
7. Unpaid leaves in excess of thirty (30) calendar days:
 - a. For service with the Armed Forces of the United States, and illness and health and hardship leaves, shall not interrupt continuous service and seniority shall continue to accrue.
 - b. For other purposes shall be deducted in computing seniority (seniority shall not continue to accrue in excess of thirty (30) days), but shall not serve to interrupt continuous service.
8. Loss of Seniority

A bargaining unit employee shall lose seniority for any of the following reasons:

- a. If the bargaining unit employee quits. Effective the beginning of the 2007-2008 school year, bargaining unit employees who transfer to a non-unit position within the District for more than one (1) year shall also lose seniority rights.
- b. If the bargaining unit employee is discharged for just cause.
- c. If the bargaining unit employee overstays a leave of absence, unless otherwise agreed to in writing by the Board and the Association.

- d. If the bargaining unit employee obtains a leave of absence and does not utilize the leave as set forth in the request.
- e. If a settlement has been made with the bargaining unit employee for a permanent and total disability.
- f. Retirement.
- g. If the bargaining unit employee fails to make himself/herself available for work after being provided with notice of recall as set forth below in Paragraph C (1) (b) or when recall rights expire.
- h. If the bargaining unit employee absents himself/herself from work without notice or approval for three (3) consecutive days or more.

B. Layoff

- 1. In the event it becomes necessary to reduce the work force for any reason, probationary and temporary bargaining unit employees shall be laid off first. Thereafter, further reduction shall be in accordance with seniority; however, bargaining unit employees retained must have the ability to perform the work available and possess the necessary skills required for the job and be qualified to perform the same, which means that with minimum instruction, the work can be performed without unduly impairing the efficiency of the operation. Decisions regarding performance shall be made by the Employer. Such decisions are subject to the grievance procedure.
- 2. Notice of layoff shall be provided ten (10) working days prior to the effective date of layoff, except that for ten (10) month bargaining unit employees, notice shall be given fifteen (15) working days prior to the normal scheduled start of school. The Association President will be provided with a list of those bargaining unit employees so notified.
- 3. Procedures:
 - a. A bargaining unit employee forced to change jobs as a result of a reduction in the work force may exercise seniority either within his/her classification or into a higher or lower classification by displacing any bargaining unit employee with less seniority, subject to the qualifications set forth above in Paragraph B-1.
 - b. When seniority is to be exercised as a result of a reduction in the work force, the bargaining unit employee will provide notice of intent to exercise seniority in that classification within five (5) working days of receipt of the layoff notice by submitting his/her intent to the

Human Resources Office in writing. If the bargaining unit employee fails to provide such notice, he/she will forfeit his/her right to exercise seniority in the above manner and will be laid off.

- c. Positions shall be filled in the above manner within fifteen (15) working days.

C. Recall

1. Bargaining unit employees shall be recalled in order of seniority with the most senior bargaining unit employee being recalled first, subject to the bargaining unit employee having the ability to perform the work available and possessing the necessary skill required for the job and be qualified to perform the same which means that with minimum instruction, the work can be performed without unduly impairing the efficiency of the operation.
 - a. A bargaining unit employee shall be recalled by registered mail, return receipt requested, sent to the last known address. The president of the Association will be provided with a copy of the recall notice.
 - b. In the event of a layoff, a bargaining unit employee so laid off shall be given two (2) week-notice of recall to work, mailed to his/her last known address. In the event the bargaining unit employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement; however, the two (2) week time limit may be extended by mutual agreement between the Board and the bargaining unit employee.
2. Should the Board, within one (1) year after the initial recall, reinstate a position that had been eliminated, the bargaining unit employee, if not on layoff, who previously held the position shall be offered the position before it is offered to laid off bargaining unit employees.
3. When a vacancy arises while a bargaining unit employee is on layoff, except as noted below, that vacancy shall be posted and filled in accordance with Article 8. So shall any additional vacancies, which result from this initial posting. This process shall continue until a vacancy exists from which either no bargaining unit employee has expressed an interest or for which no bargaining unit employee meets the qualifications for the vacancy. The final vacancy shall be filled by recalling laid off bargaining unit employees, as set forth in the next paragraph. The exception to the foregoing shall be the situation where the vacancy is the position from which the bargaining unit employee was laid off, in which case, the position shall not be posted and the bargaining unit employee shall be recalled to that vacancy.

ARTICLE 8
VACANCIES, PROMOTIONS AND TRANSFERS

- A. A position is considered vacant when a position is newly created or a bargaining unit employee quits or retires or is discharged for cause or when a bargaining unit employee transfers or is promoted. The Board shall determine if and when a position is to be filled or eliminated and the Board shall inform the Association of such determination. The Board will not employ a temporary employee in a position which will not be filled or is to be eliminated longer than for ninety (90) working days. On all occasions, the Board shall fill vacancies within the bargaining unit with the most senior qualified employees of the bargaining unit.
- B. Vacancies shall be posted:
1. The Board agrees to post known vacancies in all buildings as soon as they occur. A position shall not be considered vacant while its present incumbent is serving a satisfaction period in a new position.
 2. Postings of vacancies will be sent to the president of the Association. During the summer vacation, bargaining unit employees shall also be sent a vacancy posting if the bargaining unit employee has submitted a self-addressed, stamped envelope to the Human Resources Office.
 3. Any bargaining unit employee may apply in writing for a posted position.
 4. Vacancies shall be posted for seven (7) working days in the buildings.
 5. If an internal candidate is selected, vacancies shall be filled within fifteen (15) working days from the end of the posting period. If there are no candidates from within the bargaining unit, the Board shall attempt to fill the vacancies within twenty-two (22) working days from the end of the posting period. If not filled within this twenty-two (22) working day period, the Board shall inform the Association of the reason(s) and when the vacancy is expected to be filled.
 6. The District shall provide notice to the Association of any newly hired employees covered by the Agreement within ten (10) workdays of the date of hire, including the employee's name, address, their date of hire, wages, full/part time status, position, and building assignment.
 7. The parties agree that unrequested transfers of bargaining unit employees are to be minimized.

8. The Board shall determine whether the current job description for the vacancy needs revision and the final content of any revision. In such a case, the posting shall reflect the revised job description.

A bargaining unit employee or the Association may also request that the current job description be revised, supplying both a suggested revision as well as a rationale for each revision. If the Board determines to revise the job description, the Association shall be so informed and a meeting with the Association will be scheduled to review the revision, which includes any revision in qualifications. At this meeting the Association will have the opportunity to explore any revisions by the Board and provide a rationale and any facts supporting any Association requested revision. In such a case, the posting shall reflect the revised job description. Should the Association request that a current job description be revised and the Board determines not to revise the job description, a meeting will be held with the Association to discuss why the job description will not be revised.

Promotions – Transfers

- C. When a bargaining unit employee transfers or is promoted to a new position within the bargaining unit, the Employer agrees to provide on-the-job training for a period of up to five (5) working days and/or such other assistance as may be agreed upon between the bargaining unit employee and the immediate supervisor of the bargaining unit employee to perform to the Employer's standards in the new position.
- D.
 1. Promotions or transfers within the unit shall be made on the basis of seniority and an individual's ability to perform the work. Where a bargaining unit employee applies for a posted promotion or transfer, and the bargaining unit employee possesses the necessary skills required for the job and can perform the work with a minimum instruction and without unduly impairing the efficiency of the operation, such bargaining unit employee shall be given an opportunity to complete a twenty (20) work day satisfaction period before the position is filled by any individual outside of the bargaining unit.
 2. The bargaining unit employee's prior position shall not be filled during this satisfaction period, during which time the bargaining unit employee and the District may determine whether the situation is satisfactory to both parties.
 3. During this satisfaction period the employee and the employee's immediate supervisor will meet at least once to discuss any questions, concerns or other aspects of the work in the new position that either may care to discuss. This discussion shall be without any prejudice to the rights of either the employee or the District to determine at the end of the satisfaction period that the transfer or promotion is not satisfactory, as set forth below.

4. If the employee, in their own discretion, determines that the position is not satisfactory for any reason and elects not to remain in the new position, they may return to their former position. Prior to the end of the twenty (20) day satisfaction period, the bargaining unit employee shall be told whether they have successfully completed the satisfaction period. If the District, in its own discretion, determines that the bargaining unit employee is not satisfactory in the position for any reason and elects not to have that individual remain in the new position, the District may return the employee to their former position. The party who is not satisfied will provide, upon request, the reason(s) in writing for the same to the other party. The District and the Association may mutually agree to extend the twenty (20) day satisfaction period.
 5. The election of the employee to return to their former position within twenty (20) working days shall not result in any loss of pay for the time worked at a higher rate during the satisfaction period, or other penalty to the bargaining unit employee, and the bargaining unit employee who returns to a former position will receive the rate for that position after the return. The election of the District to return the employee to their former position within twenty (20) working days shall not result in any penalty to the District and neither party's election shall be subject to a grievance nor be subject to the terms of Article 6.
 6. Postings for positions vacated by a bargaining unit employee felling a position during the satisfaction period will be delayed until the promotion or transfer is permanent.
 7. In the event the employee is returned to her/his former position, as described above, the next senior qualified applicant will be offered the position under the procedures of this section of the Agreement. See "qualified" definition in Article 7.B.1.
- E. Bargaining unit employees who will be affected by a change in assignment will be notified and consulted as soon as possible and no later than June 30.
1. Changes beyond that date may be made in case of emergency such as inadequate financial resources, changes in enrollment patterns, or lack of qualified personnel. In such situations, the bargaining unit employee will be notified of the change in assignment as soon as possible.

F. Resignations

1. Any bargaining unit employee desiring to resign shall file a letter of resignation with the Human Resources Director at least ten (10) working days prior to the effective date of the resignation.
 2. Any bargaining unit employee who discontinues his/her services shall not forfeit his/her right to earned vacation time or any other earned benefits.
- G. At their option, twelve (12) month bargaining unit employees who are transferred to ten (10) month positions will not suffer loss of time between positions. The bargaining unit employee shall notify the Human Resources Office of his/her intent ten (10) days after accepting a position.
- H. Bargaining unit employees who apply for a high level vacancy within the bargaining unit will be tested for such vacancy only when the qualifications for the job description for the vacancy for which she/he has applied are different from those of her/his current job position. There shall be no testing for bargaining unit employees who are making a same level transfer to a vacancy, provided that they meet the required qualifications for the position according to paragraph (1) below.
1. Testing shall measure the qualifications as set forth in the job description.
 2. Uniform tests and testing methods shall be used in assessing qualifications. If the Board determines to revise a test used in the past or create a new test, the Association shall be so informed and a meeting with the Association will be scheduled to review the revision or new test and the standards to be used to evaluate the test and to obtain input from the Association on both the test and evaluation standards.
 3. Bargaining unit employees will be tested on an individual basis. The results of any test(s) shall be kept on file and for up to four (4) years, such test(s) results will be valid for determining required qualifications for vacancies, promotions and transfers at the bargaining unit employees' option. Alternatively, the bargaining unit employee may elect to be re-tested on any or all such tests.
 4. Bargaining unit employees will be tested at a school district site which is mutually agreeable between the bargaining unit employee and the Human Resources Director.
 5. Bargaining unit employees will be tested on equipment that is in good working order.
 6. In the event a bargaining unit employee is to be tested with equipment which is currently a part of his/her work assignment, he/she will be tested on the

model and/or version which is currently used by the bargaining unit employee.

7. Bargaining unit employees shall be entitled to a reasonable warm-up period on equipment used in testing.
 8. Tests shall be administered by utilizing a standard grading system in order to ensure equal scoring. Such standards shall be developed by the district and shall be finalized after being reviewed with the Association to gain input in accordance with Paragraph H (2) and shall be provided to the employee prior to testing. Testing related to keyboarding, speed and accuracy will be scored according to the required qualifications for a position. Each error counts as one (1) word deducted from the total score. (For example, if an employee types 70 words per minute with 10 errors, the final score is 60 words per minute.) The maximum of number of required words per minute in any classification shall not exceed 60 words per minute unless unique circumstances exist which warrant an increase in speed and accuracy.
 9. The vacancy shall be awarded to the most senior bargaining unit employee who is qualified irrespective of whether he/she was tested or exempt from testing as provided in this Section H, and subject to the twenty (20) work day satisfaction period as provided in the foregoing Section D.
 10. If a bargaining unit employee believes that the results of a test are either inaccurate or that the testing was unfair due to test content or test administration, that bargaining unit employee has the right to be retested. Prior to the retesting, the Association shall have the right to provide input regarding the second test.
 11. Upon request, the Association shall be permitted to review the results of all tests given to any bargaining unit employee (including the candidate who was appointed.)
 12. All applicants, unless exempt from testing as provided in this Section H, will be tested prior to being awarded a vacancy.
 13. The Association will be notified for employees who are new to the bargaining unit, including the date of hire and testing.
- I. Bargaining unit employees who meet all the minimum qualifications under the heading of “required qualifications” of a job description shall be considered to be qualified for the position.

- J. In the event no internal applicant meets the qualifications for a vacant position and in the event the employer decides to raise or lower the qualifications, the position shall be reposted and filled according to the procedures set forth in Section B above.

ARTICLE 9 WORKING CONDITIONS

- A. The normal workday shall be seven and one-half (7 ½) hours a day. The normal work week shall be thirty-seven one one-half (37 ½) hours a week, Monday through Friday. Bargaining unit employees shall document actual hours worked on a daily log as determined by the District. See Letter of Agreement attached hereto.

The immediate supervisor must give advance authorization of all hours in excess of the normal work day and work week. If an employee is authorized to work beyond the normal work day or work week, the employee shall record, at a time and on forms designated by the employer, an accurate record of the additional hours which shall be signed by their immediate supervisor. Employees shall not work at home without the advance written authorization of the immediate supervisor.

1. Summer Flexible Schedule – During the summer months when school is not in session, bargaining unit employees may, with the approval of their immediate supervisor, work a flexible schedule. In order to establish a flexible schedule, the bargaining unit employee shall:
 - a. Submit a written proposal to his/her immediate supervisor which designates the days and hours of work and where applicable, the site(s) at which the bargaining unit employee will work; and
 - b. Submit said proposal to the immediate supervisor at least thirty (30) calendar days in advance of the date on which the proposal is to be effected.
 - c. Should the immediate supervisor withhold approval of a bargaining unit employee's proposal for a flexible schedule, s/he will provide the bargaining unit employee with the written reasons therefore.
2. Any authorized hours worked beyond thirty-seven and one-half (37 ½) in any work week shall be paid at a rate of time and one-half, or compensatory time as stated below. Hours worked on Saturday shall be paid at a double time rate. However, there shall be no pyramiding of hours for the purpose of calculating overtime, premium pay or compensatory time.

Bargaining unit employees who return evenings to work at Parent-Teacher Conferences shall be paid at a rate of time and one-half.

3. Employees shall normally receive at least twenty-four (24) hour notice of requested overtime. The employer may require not more than twenty (20) hours of overtime within a thirty (30) calendar day period. Additional overtime hours may be requested by the employer or the employee.

B. Flex Time. "Flex Time" may occur based on a mutual agreement with the immediate supervisor to adjust the normal work hours. Flex time may not be used if the employee's resulting work hours will exceed 40 in any work week.

1. Flex Time is normally to be taken during the same work week or pay period. By mutual agreement, up to 2.5 hours of flex time may be accumulated in any work week and shall be taken not later than 2 weeks after the week in which the hours were worked.
2. Flex Time is earned at 1.0 times the number of minutes/hours worked over the usual work day and shall not result in an overtime or compensatory time obligation.

If Flex Time cannot be taken within the 2 weeks after the week in which the hours were worked, the 2.5 hours extra in any work week shall be paid at a rate of 1.0 times the number of minutes/hours worked.

3. Flex Time is different from the "flexible summer schedule" provided in Article 9 (A)(1). Article 9 (A)(1) does not apply to the use of Flex Time.
4. All flex time hours shall be accurately recorded by the employee and supervisor in the manner determined by the Employer.

C. Compensatory (Comp.) time is earned in lieu of monetary overtime compensation and by law it is earned at the rate of time and one-half. On Sundays, such time shall be earned at the double time rate.

Compensatory Time is not available to employees who work less than 7.5 hours per day or 37.5 hours per week.

1. Employees will obtain approval of their supervisor before working overtime or accruing comp. time:
 - a. Unless it is required to assure that a student in grade 8 or below is not left alone to wait for a ride home.
 - b. Unless their administrator has given a written blanket of approval for such occasions when they arise in the future.

- c. Blanket approvals must occur on a yearly basis, be in writing, and be signed by the employee and the Human Resources Director
 2. By mutual agreement at the time the overtime hours are approved, the employee and supervisor will determine if the overtime hours will be paid or taken as comp. time. Their agreement will be reflected on forms provided by the Employer and signed by the employee and supervisor.
 3. Comp. Time shall be scheduled by mutual agreement of the employee and employee's supervisor. An employee shall be permitted to use Comp. Time within a reasonable period after making the request of the use of the Comp. Time as long as it does not unduly disrupt the District's operations. It is unreasonable to not permit an employee to take Comp. Time during the school year.
 4. Comp. Time balance shall not exceed 37.5 hours as of June 30 for 10 month employees or as of August 31 for 12 month employees.

(The District will pay an employee no later than 30 days after the receipt of approved forms, the value of the accrued compensatory time rather than allow the accrued compensatory time to accumulate.)
 5. Accrued Compensatory time is paid at the rate of the employee at the time of Comp. Time is earned – not the rate of pay when taken.
 6. An employee with accrued Compensatory Time who terminates employment must be paid for the unused Comp. Time not less than the regular rate earned by the employee at the time the employee performed the overtime work.
 7. Carryover not to exceed 37.5 hours may be approved at the discretion of the Human Resources Director. If not taken by December 31, the remaining carryover balance shall be paid by no later than 30 days after receipt of approved forms.
 8. The Association President and Human Resources Director shall review these Comp. Time provisions at least once throughout the life of this Agreement. Mutually agreed upon revisions may be made by Letter of Agreement.
- D. The work year is as follows: The work year for twelve (12) month bargaining unit employees shall be July 1 through June 30, Monday through Friday. The work year for ten (10) month bargaining unit employees shall follow comparable dates as established in the school calendar. Ten (10) month bargaining unit members shall report to work ten (10) days before the first student day on the school calendar for

the school in which the bargaining unit member works and shall end five (5) days following the last student day.

- E. Any bargaining unit employee, who by mutual agreement with his/her immediate supervisor, starts his/her work earlier than the normal starting time shall be able to quit an equivalent amount of time earlier provided the plan has approval from the Human Resources Director.
- F. All bargaining unit employees shall be entitled to a duty-free uninterrupted and unpaid lunch period of not less than one (1) hour. Bargaining unit employees should not be required or requested to work during his/her duty-free lunch.
 - 1. Bargaining unit employees who agree to a regularly scheduled lunch period of less than one (1) hour shall be permitted to leave early to compensate. The Human Resource Office shall approve all plans for less than one (1) hour of duty-free lunch.
 - 2. On an occasional basis, bargaining unit employees and their supervisors may arrange to use up to thirty (30) minutes of the lunch hour by mutual agreement to make up time, or to do necessary work for which compensatory time will be taken.
- G. Bargaining unit employees will be provided a paid fifteen (15) minute duty-free break in the morning and a paid fifteen (15) minute duty-free break in the afternoon.
- H. Emergency School Closings
 - 1. When weather conditions, mechanical malfunctions and/or other emergencies close schools to students, bargaining unit employees are expected to work.
 - a. On emergency school closing days which are not required to be rescheduled, bargaining unit employees who arrive at work by 9:30 a.m. will receive time and one half (1½) of their regular pay for working such days. Secretaries who cannot get to work will receive their regular pay.

The parties have agreed that paid Emergency School Closing [ESC] days will be capped at two (2) days. For ESC days over two in number, bargaining unit employees may use personal business time, compensatory time and, if available, vacation time. Bargaining unit employees may also slide these two (2) paid ESC days into the future at a time of their choosing for future ESC days in the current school year. However, when such an option is exercised and there are no further ESC days in the current school year, these remaining days will

be forfeited. Bargaining unit employees shall use the Secretarial Snow day form for such days or such other means as designated by the employer. See LOA attached hereto.

- b. On emergency school closing days which are required to be rescheduled, bargaining unit employees who arrive at work by 9:30 a.m. will receive their regular pay for working such days. Bargaining unit employees who arrive late on such days shall be paid for time worked. Bargaining unit employees who cannot get to work will be charged an individual business leave day, a vacation day or, at their option, bargaining unit employees may take the day without pay.
2. Should the Employer notify bargaining unit employees that they are not to report to work, bargaining unit employees shall be paid at their regular daily rate of pay. Further, should the Employer release bargaining unit employees after they have reported to work, but prior to the close of the normal workday, bargaining units employees who have reported shall be paid at their regular daily rate of pay.
3. A bargaining unit employee intending to use a paid leave day when school is closed for the reasons stated above, shall suffer neither loss of leave time nor loss of salary.
4. When school is closed for the above reasons, bargaining unit employees will be notified by radio or telephone.
5. Early Dismissal

On days that the Superintendent of schools or his/her designee decides that weather conditions, mechanical malfunctions and/or other emergencies are such that bargaining unit employees are to be released for the day, then bargaining unit employees shall receive their regular rate of pay for that day. The foregoing decision shall be separate and independent of any decision to dismiss school and release students early because of weather conditions, mechanical malfunctions and/or other emergencies.

- I. From time to time bargaining unit employees may be required, due to the work situation, to provide basic supervision of students. They shall not be expected however, to provide professional discipline of students or medical care for which they have not received training. Training required by the Board which extends beyond normal work hours shall be compensated in accordance with Article 9, Section A, 2.
- J. During vacation periods every endeavor will be made to correlate the hours of work for bargaining unit employees in the building. Under no circumstances will a

secretary be required to work as the sole occupant of the building except during the noon hour at the Education Center.

- K. An adequate staff room will be located in each building. The Board will involve bargaining unit employees in the study and planning for adequately designed and furnished staff rooms for all future buildings and major additions.
- L. Each bargaining unit employee will be supplied with equipment appropriate for the efficient completion of his/her work assignments as determined by his/her supervisor.
- M. No bargaining unit employee shall substitute for more than one other bargaining unit employee on any single day except with the approval of the bargaining unit employee.
- N. The Employer recognizes the desirability of having substitutes available who have familiarity with various unit jobs and job sites. The Employer will make available up to \$500 annually to provide on-the-job training for bargaining unit substitutes.
- O. It is understood that the elementary building bargaining unit employee will not assume the role of principal during the building administrator's absence.
- P. As extra work and/or special assignments become available, the Employer agrees to offer such additional work to the bargaining unit employee who normally performs such responsibilities for the administrator/department in question, provided that said bargaining unit employee is not otherwise scheduled for work. The bargaining unit employee shall be compensated at his/her regular rate of pay for such periods of work. At the beginning of each work year, bargaining unit employees may notify the immediate supervisor in writing of their interest in and availability for such additional work and/or special assignments. This section does not require the employer to assign extra work or special assignments if the assignment results in overtime or compensatory time liability.
- Q. Severely impaired students (SXI, CI, AI). A secretary shall not be expected to perform routine, scheduled maintenance of a medical application or apparatus used by such a student to sustain his/her bodily functions nor render routine-, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition.

ARTICLE 10 EVALUATION PROCEDURES

See Letter of Agreement attached hereto.

- A. It shall be the administration's responsibility to evaluate the work performance of all bargaining unit employees.
- B. The purposes of evaluation shall be: to provide the opportunity for the bargaining unit employee and his/her immediate supervisor to jointly determine the level(s) of performance in the bargaining unit employee's area(s) of responsibility; to communicate any improvement that is needed; to determine the basis for individual training and development; and to provide a record that may be used in connection with future advancement and/or continued employment.
- C. All monitoring and/or observation of a bargaining unit employee's work performance shall be conducted openly and with full knowledge of the bargaining unit employee.
- D. Prior to any formal evaluation, the supervisor shall conduct a conference with each bargaining unit employee to review the criteria upon which he/she will be evaluated as well as the evaluation instrument and the procedures to be followed in the evaluation process.
 - 1. The supervisor shall conduct said conference with probationary bargaining unit employees on or before October 1 or within thirty (30) calendar days of employment, whichever is applicable.
 - 2. The supervisor shall conduct said conference with other bargaining unit employees on or before November 1 in the evaluation year.
- E. The probationary period shall be sixty (60) working days from the date of employment. Any work days missed will not be counted toward fulfilling the probationary period.

The work performance of all probationary bargaining unit employees shall be evaluated in writing during the ten (10) work days immediately preceding the termination of his/her probationary period.

If the evaluation is satisfactory, the bargaining unit employee will be recommended for continued employment.

If the evaluation is unsatisfactory, the bargaining unit employee will be terminated.

Written evaluations shall note whether the probationary bargaining unit employee has successfully completed the probationary period and whether he/she has been recommended for continued employment.

In the event a probationary employee is terminated, the employee is entitled to a meeting with the Superintendent (or designee).

- F. Bargaining unit employees shall be evaluated annually during the first two (2) years of employment. Thereafter, bargaining unit employees shall be evaluated once every two (2) years except when the immediate supervisor determines that more frequent evaluation is necessary; or when a bargaining unit employee transfers to another position within the bargaining unit in which case he/she will be evaluated during the first year in the new position. Should the supervisor elect to forego an evaluation and the bargaining unit employee's work is satisfactory, the supervisor shall notify the bargaining unit employee of such satisfactory work in writing, within the foregoing time periods.
- G. The Evaluation Form set forth in Appendix B, which is attached to and incorporated into this Agreement, shall be completed for all bargaining unit employees being evaluated. One (1) copy shall be retained by the supervisor. One (1) copy shall be provided to the bargaining unit employee and one (1) copy shall be inserted into the personnel file.
 - 1. Should the overall work performance of the bargaining unit employee be rated satisfactory or better, the bargaining unit employee's evaluation period shall be deemed completed except as he/she is due for re-evaluation as specified herein.
 - 2. Should the overall work performance of the bargaining unit employee be rated less than satisfactory, the supervisor shall implement a written Performance Improvement Plan which is aimed at improving the bargaining unit employee's performance.
 - 3. Upon request of either the bargaining unit employee or the supervisor, an evaluation may be conducted at any time.
 - 4. The final evaluation shall be completed and submitted to the Human Resource Office by June 1 of the evaluation year.
- H. Should the supervisor find a bargaining unit employee's work performance lacking, the reason(s) therefore shall be set forth in a written Performance Improvement Plan. The plan will identify the ways in which the bargaining unit employee is to improve and the assistance to be given by the administration. Further, reasonable deadlines for improvement shall be established and the consequences for failure to improve within the identified deadlines shall be specifically set forth in the plan.

Subsequent evaluation report(s) shall show that any previously noted deficiency has been corrected or that said deficiency still exists.

- I. Should the bargaining unit employee disagree with the content of a written evaluation, he/she may submit his/her written objections and have same attached to the (personnel) file copy of the evaluation within ten (10) working days of receipt of said evaluation.
- J. A bargaining unit employee's signature on a written evaluation shall not be interpreted to mean that he/she necessarily agrees with its content, but shall be interpreted to mean that he/she has reviewed said material.
- K. The content of any evaluation or Performance Improvement Plan shall not be subject to the grievance procedure; however, the procedures set forth in this Article shall be subject to the grievance procedure.

ARTICLE 11 HOLIDAYS AND VACATIONS

- A. All bargaining unit employees shall receive the following paid holidays: Labor Day, Thanksgiving Day and the Friday following, Christmas Eve Day or its equivalent, Christmas Day, New Year's Eve Day or its equivalent, New Year's Day, Wednesday before Thanksgiving and Memorial Day.
 - 1. In addition to the foregoing, bargaining unit employees who work twelve (12) months or work in a building which is on a year-round education calendar shall receive July 4 as a paid holiday.
 - 2. When a legally designated public holiday falls on a Saturday, the holiday will be observed on the preceding Friday.
 - 3. When a legally designated public holiday falls on a Sunday, the holiday will be observed on the Monday following.
 - 4. When the Fourth of July falls on a Tuesday, the holiday will also be observed on the preceding Monday.
 - 5. When the Fourth of July falls on a Thursday, the holiday will also be observed on the Friday following.
 - 6. In order to qualify for holiday pay, the bargaining unit employee must work, or be on paid leave (excluding personal day usage) both the last scheduled workday preceding, and the first scheduled workday following the holiday.

7. Ten (10) month bargaining unit employees shall be paid for the Monday of Mid-Winter break or President's Day.

B. Bargaining unit employees who work ten (10) months shall not be required to work any of the days during the regularly scheduled fall, winter, mid-winter and spring breaks. Except for the holidays specified in Section A, above, these days are not part of the ten (10) month bargaining unit employee's work year. Bargaining unit employees who work twelve (12) months shall receive one-half of the days during the regularly scheduled fall, winter, mid-winter and spring breaks off from work with pay. Upon mutual agreement between the bargaining unit employee and his/her immediate supervisor, vacation time may be arranged for any or all of the remaining days for the winter and spring breaks.

C. Twelve (12) month bargaining unit employees earn one (1) day vacation per month up to a maximum of twelve (12) days after the first full year of employment. After one (1) year of employment, vacation shall be as follows:

<u>Completed Years of Service</u>	<u>Days of Vacation per Year</u>
1 – 5	12
6 – 7	13
8 – 9	14
10	15
11	16
12	17
13	18
14	19
15	20

D. Vacation credit must be taken within the twelve (12) month period following the year in which it is earned. Upon special approval of the Human Resources Office, vacation carryover of up to ten (10) days may be approved for the purposes of taking an extended trip.

E. Absence due to sickness, injury or disability in excess of that hereinafter authorized for such purposes may be charged against vacation leave credit upon notification to the Human Resources Office.

F. The Human Resources Office shall record vacation leave credit. In granting vacation requests, seniority will be considered within buildings in accordance with operating requirements and, insofar as possible, according to the desires of bargaining unit employees provided no previous request by another bargaining unit employee for the same time period has already been approved. A bargaining unit employee may use all or part of his/her accrued vacation allowance at any one time, subject to the provisions above.

- G. Upon termination of service, or transfer to a position requiring fewer working hours or weeks of employment, bargaining unit employees shall use any accrued vacation. If it is not in the best interest of the District for the bargaining unit employee to take the accrued time, the unused vacation credit will be paid out at the daily rate at which it was earned. The maximum payout for accrued vacation shall not exceed 12 days.
- H. Beginning on July 1, 2017, any bargaining unit employee hired as a ten (10) month employee, but subsequently is converted to a twelve (12) month employee, vacation credit shall be transferred as follows:

of years employed at the District (x) 10 (/) 12 = placement on the Years of Service in Paragraph C.

Example: Bargaining unit employee is hired and employed for 10 years as a 10 month employee. Starting year 11, bargaining unit employee is converted to a 12 month employee. On July 1 of the bargaining unit employee's 12th year, she will be credited with 14 days of vacation. ($10 \times 10 = 100$, $100/12 = 8.3 = 14$ days of vacation).

ARTICLE 12 LEAVES OF ABSENCE

- A. Each absence taken by a bargaining unit employee must be reported to AESOP preferably via the internet at www.aesoponline.com or otherwise at (800) 942-3767. The District will provide employees with an ID number and PIN. Bargaining unit employees must first call the system to record their name and assignment for substitutes to hear. If the District decides to alter or change the substitute system, bargaining unit members shall be notified in advance, and will be provided appropriate training in advance of implementation.

It is the bargaining unit employee's responsibility to inform the system of the correct date, time and reason for the absence and to retain the job number that is assigned to each absence for purposes of verification.

If a change needs to be made to an absence that has been reported, it is the bargaining unit employee's responsibility to repost the change to AESOP and to the building secretary, including the job number and all information pertinent to the change.

- B. A bargaining unit employee shall request permission from his/her supervisor in advance of attending any conference within the State of Michigan. Final approval shall be by the Human Resources Director. Conferences outside the State of Michigan require Board approval.

1. Permission will be governed by the availability of a substitute, special building situations, and the number of conferences the bargaining unit employee has previously attended. (Association activities will not be counted.)
 2. Expenses will be reimbursed as follows: The Board adopted mileage allowances for automobile; the salary of a substitute if one is hired; lodging, actual cost; meals; registration fee; and if transportation is by public carrier, the most economical means.
 3. Any bargaining unit employee may make application to his/her supervisor to attend a conference at his/her own expense, except that the cost of a substitute shall be borne by the Board. Verbal or written reports may be required.
- C. Sick leave shall be granted at the rate of ten (10) days a year for ten (10) month bargaining unit employees and twelve (12) days a year for twelve (12) month bargaining unit employees with unlimited accumulation. Bargaining unit employees employed for less than a full school year shall receive a pro-rated number of sick days. The Employer, at its sole discretion, may require a bargaining unit employee's sick leave to run concurrently with the bargaining unit employee's FMLA leave.

1. Personal Illness

The Board reserves the right to require a physical or mental examination of a bargaining unit employee at the Board's expense by a doctor of its choice should this seem in the best interests of the District. A written statement may be required from an attending physician in cases of injury or illness that keeps a bargaining unit employee from work for five (5) or more consecutive working days. A written statement shall be mandatory commencing on the eighth calendar day of absence covered by Worker Compensation, regardless of the length of absence. A written attending physician's statement also shall be mandatory following hospitalization.

A bargaining unit employee may use sick leave under this article for pregnancy in the same manner as for any other disability for which sick leave is allowed and may continue in active employment as late in her pregnancy as she is physically able to perform all of the essential functions of her position. The employer reserves the right to require a statement regarding the bargaining unit employee's ability to perform the essential functions of her position from her attending physician.

2. Illness in the Immediate Family

Seven (7) days per period of illness shall be granted for illness in the bargaining unit employee's immediate family. The intent of this provision is to provide time for the bargaining unit employee to make arrangements for the care of the sick member of his/her family. Otherwise, the Employer does not assume responsibility for family illness.

The Employer reserves the right to require a certified report by the doctor in attendance. In serious emergencies additional days will be granted as available, and upon the approval of the bargaining unit employee's immediate supervisor.

The term immediate family is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-child, step-brother, or a person for whom the bargaining unit employee principally is responsible for his/her financial and physical care.

3. Death in the Immediate Family

Up to ten (10) may be granted at the time of death in the immediate family. The term immediate family is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-child, step-brother, or a person for whom the bargaining unit employee principally is responsible for his/her financial and physical care.

4. Funerals Outside of the Immediate Family

One (1) day will be granted for attendance at funerals of persons outside the immediate family. If additional time is needed, it may be requested as business leave.

- D. Two (2) days per year beyond the sick leave allowance may be used for personal business. Personal business leave shall be used only for the purpose of conducting business which cannot be scheduled or performed outside of the bargaining unit employee's regularly scheduled workday. Bargaining unit employees shall be allowed to accumulate up to a maximum of four (4) days beyond sick leave to be utilized for personal business. Any days above the maximum of the four (4) days will be converted to sick leave.

Bargaining unit employees shall be granted business leave upon written notification to the Human Resources Director. Said notification will be submitted at least three (3) working days in advance of the anticipated absence. In cases of unanticipated

need for business leave, the bargaining unit employee shall apply as soon as possible. Such leave shall not be used for recreational purposes or to extend a holiday and/or vacation period. Personal business days may not be used immediately before or immediately after a holiday or vacation day.

In the event of an emergency which requires leave prior to, or following such holiday and/or vacation, the bargaining unit employee shall state the reason.

Personal business days not used during the school year will be converted to sick leave days added to and shall accrue as illness leave days at the beginning of the following year.

- E. In accordance with the Federal Family Medical Leave Act, Bargaining unit employees, who have been employed by the District for at least twelve (12) months, shall be eligible for up to twelve (12) weeks of an unpaid family medical leave if they have worked at least 1,250 hours during the 12 months immediately preceding the start of the leave. The 1,250 hours means “hours worked” and does not include paid vacation, sick time, holiday pay, paid FMLA leave and any other pay for hours not actually worked.
1. A bargaining unit employee may take a combined total of twelve (12) work weeks for family medical leave for the care of a serious health condition of the bargaining unit employees’ spouse, child or parent, or the bargaining unit employee himself/herself where the serious health condition results in the employee being unable to perform the essential functions of his/her position.
 2. For purposes of a family medical leave, child includes biological and adopted children, foster children, step children and legal wards who are under eighteen (18) years of age or children who are 18 years of age or older and are incapable of self-care because of a mental or physical disability at the time the FMLA leave is to commence.
 3. For purposes of a family medical leave, parent includes a biological parent or an individual who stood in a “loco parentis” to the bargaining unit employee when the bargaining unit employee was a child.
 4. For purposes of a family medical leave, a serious health condition is defined pursuant to 29 C.F.R. 825.113.
 5. If the need for a family medical leave is foreseeable based on planned medical treatment of the bargaining unit employee or the bargaining unit employee’s child, spouse or parent, a bargaining unit employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the regular operations of the District, subject to the approval of the health care provider. The bargaining unit employee shall provide the Human Resources

Director with at least thirty (30) calendar days advanced written notice prior to the date the leave is to commence. However, where the need for family medical leave is not foreseeable or if the date of the planned medical treatment requires the leave to begin in less than thirty (30) calendar days, the bargaining unit employee shall provide such notice as soon as possible and practicable upon his/her knowledge for the need for the leave.

6. Any health, dental, and/or vision insurance shall be continued with the premiums paid by the District at the level and under the conditions that coverage would have been provided if the bargaining unit employee had continued in employment during the leave period. The bargaining unit employee shall be responsible for his/her portion of the annual costs of health insurance as defined within 2011 PA 152 during the FMLA leave. If the bargaining unit employee does not return to work after the expiration of leave, the bargaining unit employee shall reimburse the District for the cost of the premiums paid by the District for his/her insurance, unless the bargaining unit employee did not return to work due to circumstances beyond his/her control.
7. A bargaining unit employee shall have the right to take the leave intermittently or on a reduced leave schedule when medically necessary, subject to Section 8 below. A reduced leave schedule means a leave schedule that reduces the bargaining unit employee's regularly assigned hours in a workweek or workday. The use of a leave intermittently or on a reduced leave schedule shall reduce the twelve (12) week leave period only by the amount of leave actually taken.
8. When leave on an intermittent or reduced leave schedule is for planned medical treatment, the Board reserves the right to require a certification from the health care provider (using DOL Form WH-380-E) of the bargaining unit employee, or of the bargaining unit employee's spouse, child or parent, as the case may be. All certifications shall state: the dates treatment is expected to be given, the duration and schedule of the treatment, and the medical necessity for the intermittent or reduced schedule. When the leave is for a bargaining unit employee's spouse, child or parent, the certification shall also state that leave on an intermittent or reduced schedule for the bargaining unit employee is necessary for the care of the spouse, child or parent and, will assist in their recovery.
9. The bargaining unit employee may elect, or the District may require, the bargaining unit employee to use his/her accumulated sick leave, business leave, personal leave and/or any combination of paid leave for all or any part of the FMLA leave.

10. For non-intermittent FMLA leave, the Board reserves the right to require a certification from the health care provider (using DOL Form WH-380-E) of the bargaining unit employee, or of the bargaining unit employee's spouse, child or parent, as the case may be. All certification shall state: the dates on which the serious health condition commenced, the probable duration of the serious health condition, and the diagnosis and intended treatment of the serious health condition. When the leave is for a bargaining unit employee's spouse, child or parent, the certification shall also state that the bargaining unit employee is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit employee is needed for such care. When the leave is for a bargaining unit employee, the certification shall also state that the bargaining unit employee is unable to perform the essential functions of his/her position. The Board may require that the bargaining unit employee obtain subsequent recertifications on a reasonable basis, pursuant to 29 C.F.R. 825.308.
11. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 8 or 10 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit employee, whose opinion shall be final and binding.
12. The bargaining unit employee upon return from a leave shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit employee is qualified.
13. Upon return to work, the District may require written notification from the health care provider certifying that the bargaining unit employee is able to return to work and perform the essential functions of his/her position.
14. The terms and provisions of this leave section shall be construed in light of the Federal Family and Medical Leave Act of 1993.
15. In recognition of the confidential nature of the required certification set forth herein, all such information regarding a bargaining unit employee's FMLA leave, shall be requested by and submitted to the Human Resources Director.

F. Parental, Adoption or Foster Care Leave

Upon request, a bargaining unit employee, who is not otherwise eligible for FMLA, may be entitled to an unpaid parental leave for a period of up to one (1) year. Said

parent leave shall be available for the birth of a child, the placement of a child for adoption or foster care and the first year care of the child.

1. A pregnant bargaining unit employee may commence leave before or after the birth of her child. In the latter case, the leave is available to the bargaining unit employee at the termination of her disability. In the event of the child's death and upon the bargaining unit employee's request, the parties to this Agreement may mutually agree to terminate the leave.
2. A bargaining unit employee shall notify the Employer in writing of his/her desire to take such a leave and his/her intent to return, no less than thirty (30) calendar days prior to the date on which the leave is to begin, where the necessity for leave is foreseeable based on an expected birth or child placement. If the date of the birth or placement requires the leave to begin in less than thirty (30) calendar days, the bargaining unit employee shall provide such notice upon receipt of the requisite information.
3. The bargaining unit employee and the District may mutually agree that a leave may be taken on either an intermittent or reduced leave schedule basis. A reduced leave schedule means a leave schedule that reduces the bargaining unit employee's regularly assigned hours in a workweek or workday.
4. Upon return from such leave, a bargaining unit employee shall be re-employed provided there is a vacancy for which the bargaining unit employee is qualified.
5. The Board reserves the right to fill a position which is vacant under the provisions herein with a long-term substitute.

G. Health and Hardship Leave

A bargaining unit employee, whose personal illness extends beyond the period covered by accumulated sick leave shall request in writing a health and hardship leave. The bargaining unit employee shall be placed on a health and hardship leave for the period of time necessary for complete recovery, but not to exceed one (1) year from the date of inception of the illness or disability. Health and hardship leaves shall be without pay. However, the employee shall continue to accrue seniority and experience credit toward salary increments for the remainder of the individual's work year.

1. Upon recovery, the bargaining unit employee shall be required to submit a physician's statement attesting to the bargaining unit employee's ability to fully perform the essential duties of his/her position.

2. Pursuant to the provisions of Section E. 1 of this Article, the Board reserves the right to require an examination by a physician of the Board's choice at its own expense. In the event of a conflict between the bargaining unit employee's physician's statement and the Board's physician's statement regarding the bargaining unit employee's fitness, the statement of the Board's physician shall be controlling.
3. In the event the bargaining unit employee presents acceptable evidence of recovered health within one (1) year from the last day worked, the bargaining unit employee shall be reinstated to the same or an equivalent position.
4. Should the illness or disability be of such an extent that the bargaining unit employee is unable to present acceptable evidence of recovered health within one (1) year, the bargaining unit employee may be re-employed at the discretion of the Board provided there is a vacancy for which the bargaining unit employee is qualified, at the time of recovery.

H. Educational Leave

1. Peace Corps

A bargaining unit employee will be granted a leave without pay for the minimum enlisted period for full-time overseas duty in the Peace Corps. Extensions may be granted by the Board.

Upon return from such leave, a bargaining unit employee shall be re-employed provided there is a vacancy for which the bargaining unit employee is qualified. In the event there is no such vacancy, the bargaining unit employee shall be laid off. See Article 7.B.1 for definition of "qualified."

2. Study

- a. A bargaining unit employee who has been employed by the Board for at least two (2) years is eligible for an unpaid leave of absence for up to one (1) year for the purpose of study. The bargaining unit employee will be returned to a position provided there is a vacancy for which the bargaining unit employee is qualified.
- b. A bargaining unit employee on study leave will be required to take at least nine (9) semester hours of credit per semester (or nine (9) term hours per quarter) at any recognized business school.
- c. There shall be no guarantee of re-employment for a bargaining unit employee upon return from a Study leave.

I. Leave for Other Purposes

No charge shall be made against a bargaining unit employee's salary or leave when leave is for any of the following reasons:

1. Court appearance when subpoenaed.
2. Time necessary to take the Selective Service physical examination.
3. Attendance at a particular function at the Board's request.
4. Appearance in court necessitated by a school-related incident; provided such action is not brought by an illegal and/or negligent action on the part of the bargaining unit employee.
5. Jury Duty
 - a. A period not to exceed twenty (20) working days in one (1) school year may be granted for jury duty. An extension beyond twenty (20) days will be granted when the continuation of a specific case necessitates it.
 - b. The Board shall pay the bargaining unit employee's regular pay and the bargaining unit employee shall remit the pay received for jury duty to the Business Office.

J. Military Leave

The District shall follow the requirements of state and federal laws, including the federal uniformed services employment and reemployment rights act, for employees returning from service in the armed forces or National Guard.

K. In the event a reduction in staff occurs during the period of a leave of absence:

1. An employee on leave shall be entitled to return to work commensurate with the employee's return rights appropriate to the type of leave taken, provided the employee would not have been laid off had the employee been on active duty when the reduction in staff occurred.

It is recognized that a further staff reduction may be necessary to accommodate the return of an employee.

2. An employee on leave who would have been laid off had the employee been on active duty when a reduction in staff occurred shall be considered laid off

at the conclusion of the term of the leave of absence. The employee's right to return to active duty shall be determined by the provisions of Article 7.

- L. Leaves of absence which are not covered by this Agreement may be arranged with the Superintendent prior to the leave period. Such leaves shall be without pay and no longer than a one (1) year period. Seniority shall not accrue during this time.

ARTICLE 13 JOB CLASSIFICATIONS AND DESCRIPTIONS

- A. A Classification Review Committee shall be established. The purpose of the committee shall be to review all administratively suggested and employee requested changes in the placement of a position within a classification.

1. The committee shall be composed of three (3) administrators appointed by the District and two (2) employees appointed by the Association.
2. The committee shall determine its procedures for operating.
3. The committee shall determine the appropriate classification of a position by utilizing the document "Secretarial Classification System."
4. The incumbent employee(s) of the position being considered for reclassification shall be permitted to meet with the committee in order to offer information the employee(s) feels is relevant to the matter.

In the event the committee determines by majority vote that a reclassification of a position is appropriate, said position shall be reclassified. In the event the committee does not determine that a reclassification of a given position is appropriate, the position shall remain in the classification to which it is assigned in Article 17, Section O of this Agreement.

- B. Bargaining unit employees seeking a revision in classification shall file a request in writing with the Human Resources Director on or before February 1st. Should the Employer deem it necessary to revise any classification(s), such revision(s) shall be finalized for the forthcoming work year on or before May 1 annually.

1. Bargaining unit employees who are affected by a revision in classification shall be notified in writing not later than June 1 prior to the forthcoming work year. The Association President shall be provided with a copy of said notice.
2. If a revision to a higher classification occurs for a bargaining unit employee, the bargaining unit employee will be placed on the same step of the higher

classification, where she will remain until his/her regular anniversary date calls for an advancement in step.

3. If a revision is to a lower classification, the bargaining unit employee will be placed in the new classification and title, but will retain his/her present salary status until he/she has the opportunity to transfer to another position within his/her former classification.
- C. When job descriptions are developed and/or revised, the Association shall be so informed and a meeting with the Association will be scheduled to review the revision and to obtain input from the Association on such job descriptions. The Association President will be provided with a copy of the job description for all positions within the bargaining unit.

ARTICLE 14

SECRETARIAL PROFESSIONAL COUNCIL

A Secretarial Professional Council, advisory to the Superintendent of Schools, or his/her designee shall be established.

1. Three (3) bargaining unit employees serving on the council shall be selected by the Association. Three (3) administrative members shall be selected by the Administration. In no instance shall a bargaining unit employee and his/her immediate supervisor serve at the same time.
2. The chair shall rotate from Association member to Administration member on a yearly basis. There shall be a minimum of at least four (4) meetings. The Council shall have discretion to determine future meetings schedules, if it determines they are necessary. The participants at the initial meeting shall determine the operating procedures and the agenda for follow-up meetings. The first meeting shall not be later than October 30 of each school year.
3. Generally, meetings shall be scheduled for the lunch period. The District shall provide lunch.
4. Meetings shall address issues of concern to either the HESA or the District, as well as work flow issues, and any other topic as mutually agreed by the parties. The Council shall advise on matters related to in-service training of staff. It is understood that these meetings are not bargaining sessions.
5. The Secretarial Professional Council shall hear appeals related to job description(s) and shall make recommendations to the Superintendent.
6. A joint summary of the meeting shall be made available to bargaining unit employees upon request.

ARTICLE 15
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement, or any application of this Agreement to the Association, the Board, or a member of the Board, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force.
- B. Copies of this Agreement will be printed at the expense of the Board and presented to all bargaining unit employees now employed, or hereafter employed by the Board, for the term of this Agreement.

ARTICLE 16
NEGOTIATIONS PROCEDURES

- A. Neither party shall have any control over the selection of the negotiating representatives of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Association, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals in the course of negotiations, subject only to such ultimate ratification.
- B. The Agreement constitutes the full and complete agreement between the parties except as follows:
 - 1. Should any portion of this Agreement be found contrary to law, only that portion so found shall be invalidated, and the remainder of the Agreement shall remain in full force and effect. The parties agree to reopen negotiations to amend any invalidated portions of the Agreement in conformity with the law within thirty (30) calendar days.
 - 2. The entire Agreement shall be reopened for negotiations on or after April 1, for the period subsequent to the expiration of this Agreement.
 - 3. The Agreement may be reopened for further negotiations by mutual consent of both parties at any time. Such reopened negotiations shall be limited to those sections upon which there is mutual agreement to reopen.
- C. The Board will provide a copy of the final agreement to each bargaining unit employee.
- D. The Association agrees that neither it, nor its members nor any person acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted

failure to report for duty, or willful absence of a bargaining unit employee from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the bargaining unit employee's duties of employment) during the life of this Agreement for any purpose whatsoever. The Association further agrees not to impose or cause the imposition of any sanction on the Holt School district during the life of this Agreement.

- E. The Association will not directly or indirectly take reprisals against a bargaining unit employee who continues, or attempts to continue, his/her contractual duties, or who refuses to participate in any of the activities prohibited by this Section.
- F. The Board will have the right to all remedies available at law for violation of this section, including injunctive relief and/or damages against any person, group or organization violating this Section.

ARTICLE 17

RATES OF PAY, FRINGE BENEFITS, AND RETIREMENT

- A. Pay periods shall be twice per month with no fewer than thirteen (13) days and no more than seventeen (17) days between paychecks. For ten (10) month bargaining unit employees, the pay periods may be based on either a ten (10) or twelve (12) month year, at the option of the bargaining unit employee. Unless the Human Resources Director is notified otherwise, by no later than August 1, the bargaining unit employee will be presumed to have selected the twelve (12) month plan.
 - 1. Those selecting the ten (10) month plan must remain on this plan for the entire school year. This arrangement, once designated, shall continue in effect from year to year unless cancelled by the bargaining unit employee not later than April 1 in any school year.
 - 2. Bargaining unit employees eligible for longevity payments may elect to receive these payments in either a lump sum payment or during the work year. Bargaining unit employees who elect the lump sum payment shall designate, not later than April 1st that they wish longevity for the succeeding year in a lump sum. This arrangement, once designated shall continue in effect from year to year unless revoked by the bargaining unit employee by April 1st in any school year. For those employees electing to receive longevity in a lump sum, it shall be paid in that payroll period in a check separate from the regular payroll check on the employee's hire anniversary date.

3. If an employee receives an overpayment of funds for salary or other amounts, and it have been determined that in fact there has been such an overpayment, the board will pursuant to MCLA 408.477; MSA 17.277 (2) deduct the overpayment from the bargaining unit employee's wages. If the overpayment has occurred over a period of time, such deductions shall also be made over the same period of time, or through the balance of the fiscal year whichever is longer.
- B. New hires may be granted up to credit at step 7 on the salary schedule for experience acquired outside of the District. Upon hire, the Association President and employee shall be notified in writing within ten (10) work days of the hire, the following information: name of employee, the employee's hire date, the employee's step placement on the Salary Schedule, the date of eligibility and the date of payment upon which the first increment of longevity salary is to be received, as well as the amount of longevity.
- C. Longevity is a payment for continued service in the District. Years of service in another Holt Public School's bargaining unit as an employee of as an Administrative Assistant shall be credited and counted when determining the amount of longevity. When an eligible employee is discontinuing employment from the District and has not completed a full anniversary year, he/she shall be entitled to a pro rata share of the longevity payment for that school year based upon the number of contract days worked compared to the total number of contract days for that year.
1. Bargaining unit employees who were hired prior to July 1, 1985, shall be entitled to an annual longevity salary based upon years of credited experience beginning with a bargaining unit employee's 7th step.
 2. Bargaining unit employees who are hired after July 1, 1985, shall not be eligible for the first longevity payment until they have been continuously employed in a position in this bargaining unit for six (6) years.
 3. Effective July 1, 2011, employees who meet the above eligibility criteria shall have their longevity amount determined by their years of service, (including service as set forth in paragraph C above) as follows:

After 6 th year anniversary:	\$432.00
After 10 th year anniversary:	\$864.00
After 13 th year anniversary:	\$1,728.00

?

After 16 th year anniversary:	\$2, 592.00
After 19 th year anniversary:	\$3,456.00
After 22 nd year anniversary:	\$4,320.00
After 26 th year anniversary:	\$5,184.00

As an example, employee A was an employee of the Holt Paraeducator Association for three (3) complete full years, prior to being hired into the Secretarial Association. When employee A was hired into the Secretarial position, employee A was given credit and hired at step 5. After being continuously employed in a secretarial bargaining unit position for the required six (6) years, on the employee's anniversary date of hire into the unit, the longevity payment would be calculated as follows:

3 years of service Paraeducator bargaining unit	3
5 years of credit granted on the salary schedule	5
6 years of service in the Secretarial bargaining unit	<u>6</u>
Total years for purposes of longevity	14

Since this is after completing the 13th year anniversary date, the first longevity payment is at step 14 for \$1,728.00 and this is the first time employee A is eligible for this amount.

4. In determining eligibility for longevity, unpaid leaves of absence and periods of layoff shall not serve to interrupt a bargaining unit employee's continuous employment; however, during unpaid leaves of absence and periods of layoff, the bargaining unit employee shall have his/her years of service frozen until such time as he/she may return to a bargaining unit position.
- D. Ten (10) month bargaining unit employees who work before the commencement of the school year and/or after the close of the school year shall be compensated at their regular hourly rate of pay. The primary building secretary in the K-6 buildings shall have the option, at the building principals discretion and prior approval, to work an extra ten (10) work days, which may be worked either prior to school starting, after school ends for the year or split between these two times.
- E. Subject to the limitations set forth in, this Article the Employer shall provide, within thirty (30) days of contract ratification by both parties, one (1) of the following MESSA Plans for a full twelve (12) month period for a full time bargaining unit employee and his/her eligible dependents as defined by MESSA. An eligible full time bargaining unit employee shall be scheduled to work at least 30 hours or more per week. Bargaining unit employees not electing Plan A will select Plan B.

1. Plan A

The Board's base rate contribution toward MESSA*:

- Choices II with Saver RX (\$200/\$400 Annual Deductible, \$20/\$25/\$50 OV/UC/ER).
- Choices II (\$2,000/\$4,000, Annual Deductible, \$20/\$25/\$50 OV/UC/ER), 10% Coinsurance and Saver RX
- ABC Plan I (with HSA) (\$1,300/\$2,600 Annual in Network Deductible with ABC RX)
- ABC Plan II (with HSA) (\$2,000/\$4,000 Annual in Network Deductible with ABC RX)

*Notation for Clarification: At time of Acceptance it is unclear if packages listed above are actual MESSA products. Union to verify with Human Resources 30 days before open enrollment.

The Employer will provide 85% of the annual deductible amount to each employee's HSA on January 1st or on the first business day of the year.

2. Plan B

As of July 1, 2016, the amount of the cash in lieu of MESSA coverage shall be a maximum of \$4,000.00 per benefit year.

There are no cash in lieu payments while on unpaid FMLA leave.

Delta Dental Plan E-007 with internal and external COB
\$30,000 Life Insurance with AD & D
Vision Care, VSP 3

3. In addition to the foregoing, the Employer shall pay the premiums for MESSA long-term disability insurance coverage which will provide 66 2/3% of salary; \$3,000 maximum per month payment; 2 year waiver of premium on health care; all other income off-sets; 2 year limit nervous/mental, alcohol and substance abuse; 2 year own occupation provision and a 60 day calendar day modified fill wait period.

F. The Employer shall provide the bargaining unit employee who works half time (an average of 3 hours and 45 minutes a day during the work week), the unit employee's designation of one (1) of the following MESSA health options for a full twelve (12) month period.

1. Plan A

Board based rate contribution toward single coverage only for MESSA Choices II with Saver RX Coverage or MESSA ABC Plan 1 with ABC RX Coverage.

Single coverage for Delta Dental Plan E-007 with internal and external COB

Single coverage for Vision Care, VSP 2

\$25,000 Life Insurance with AD &D

2. Bargaining unit employees who work half time, may elect to apply the cash toward any of the MESSA non-taxable variable health options and/or an annuity as defined in Section 403(b) of the Internal Revenue Code. Bargaining unit employees who elect to continue the annuity option may do so by entering into a salary reduction agreement with the employer.

- G. Effective within thirty (30) days of ratification by both parties, the board's base-rate contribution for health care premiums will be as follows:

Choices II & ABC Plan 1

Single Subscriber	\$6,142.11
Two Person	\$12,845.04
Full Family	\$16,751.23

For the duration of this Agreement, the District agrees to adjust on January 1st, 2018 and January 1 of each following plan year, its contribution toward the cost of health care referenced above based on the medical component of the Consumer Price Index as delineated in PA 152.

- H. The bargaining unit employee may have the difference between the premiums paid by the Employer and the cost of his insurance program payroll deducted. Further, bargaining unit employees may enter into a salary reduction agreement with the Employer for the purpose of paying for insurance premiums.

I. General Information

1. The insurance year for all eligible bargaining unit employees shall be September 1 through August 31.
2. Insurance provided by the Board under any health, dental and vision option above, shall cover either the bargaining unit employee only, or the bargaining unit employee and spouse or full family coverage, as the bargaining unit employee is eligible. Full family coverage is limited to spouse and eligible children under age 26.

3. In order to provide for an orderly transfer of coverage for bargaining unit employees wishing to change options, an open enrollment period shall be designated in cooperation with the various carriers annually.
4. Once coverage is designated, it shall not be altered except as birth or adoption, marriage, divorce, loss of employer sponsored health insurance, social security eligibility, death or change in dependent status is involved, or until the next open enrollment period. Bargaining unit employees are required to notify the Human Resources Office of any such changes within thirty (30) calendar days of the change. Bargaining unit employees failing to do so must reimburse the District for any unnecessary premiums paid on the bargaining unit employee's behalf.
5. Failure to make use of all or any part of the maximum possible premium coverage available shall not make any funds transferable to cash or other form of benefit for the benefit of the bargaining unit employee or others.
6. Insurance premiums for new employees, who are on the job on or before the 15th day in any month, shall be paid from the first of the following month. For those employed subsequent to the 15th in any month, insurance premiums shall be paid from the first of the second succeeding month.

Insurance premiums for bargaining unit employees leaving the payroll prior to the 15th in any month shall cease with that month. The Board will consider a bargaining unit employee to have left the payroll as of the last day the bargaining unit employee has worked and after exhaustion of sick leave and business leave benefits. If this day falls on or before the 15th of the month, the bargaining unit employee will assume next month's premium. If this day is after the 15th of the month, the Board will pay next month's premium but the bargaining unit employee will pay subsequent premiums. The date of actual payment of wages to the bargaining unit employee will not be used to determine the question of "leaving the payroll."

7. For bargaining unit employees leaving the payroll for reasons of health, the provisions of Article 12, paragraph F and the terms of the family medical leave act shall apply.
8. Bargaining unit employees who have been employed the entire school year, and who resign effective with the end of a school year, shall have their Board-paid insurance coverages terminated at the end of the month the employee's termination is effective.
9. When a bargaining unit employee or his/her spouse becomes eligible for Medicare, the bargaining unit employee or spouse may sign up for Medicare.

J. Upon a bargaining unit employee's retirement in accordance with the requirements of the Michigan Public School Employee's Retirement Act, a terminal leave payment determined by the greater of 1 or 2 below will be paid into a special pay 401(a) plan, provided the bargaining unit employee has been continuously employed in the District for at least ten (10) years.

1. \$100 per year of employment in the District, or
2. A sum equal to 50 percent of the current wage for each accumulated sick leave day.

No. 2 is limited to a sum up to twice the amount calculated by No. 1.

3. The bargaining unit employee must meet state requirements for retirement. "Retirement" means the bargaining unit employee must make application for benefits under the Michigan Employees Retirement Fund. The bargaining unit employee will not receive this benefit until the bargaining unit employee has presented proof of retirement from the Michigan Employees Retirement System.

The terminal leave pay described above shall be paid in the form of a non-elective employer contribution to the District's Special Pay Plan, which shall be adopted no later than June 1, 2005. The employee shall not have the option to direct the payments be contributed to another plan or to elect to receive the payments in cash. The contribution on behalf of an employee shall be made as soon as administratively possible but in no case later than December 31, of the year in which the employee terminated employment with the District.

K. Worker Compensation

Bargaining unit employees are covered by Worker Compensation benefits for work-related injury or illness. In the event of a work-related injury or illness, the bargaining unit employee shall be paid at his/her regular rate, but time lost from work is chargeable against the bargaining unit employee's accumulated sick leave.

1. After the seven (7) calendar day waiting period, the bargaining unit employee is eligible for Worker Compensation benefits.
2. Following this period, the bargaining unit employee may choose (1) to receive Worker Compensation benefits only, with no charge against sick leave; or (2) to receive salary in addition to Worker Compensation benefits to achieve normal pay level with that salary charged against sick leave on a prorated basis. The Board shall pay to such bargaining unit employee the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act until his/her accumulated sick leave is

exhausted. The foregoing is subject to the requirements of Section 354 of the Worker Compensation Act, as amended.

3. It shall be the bargaining unit employee's responsibility to notify the Human Resources Office of his/her choice of the above options within five (5) days of the injury of illness.
- L. A bargaining unit employee or the employer may initiate the enrollment of a bargaining unit employee in a work related class to improve the skills of the bargaining unit employee. The request must be approved by the Human Resources Director in advance. The Board shall reimburse tuition expenses of the bargaining unit employee upon successful completion. If the class is only available during the bargaining unit employee's regular work day the employee may be released from work without loss of pay.
- M. Once job descriptions and classification titles are amended according to the process outlined in this Agreement, the classification title changes, addition and/or deletions shall be outlined in a final Letter of Agreement between the District and the Association.

List of Job Classifications

Classification A:

Accountant
Fringe Benefit / Payroll Clerk

Classification I:

Secretary to Senior High Principal
Secretary to Junior High Principal
Middle School Building Secretary
Secretary to Community Education Director
Accounts Payable Clerk
Payroll Clerk
Bookkeeper / Secretary at Senior High
Secretary of Facilities and Administration Receptionist
Date Procession Secretary for Junior High
Clerical Offset Operator
Secretary to Assistant Superintendent for Curriculum
and Elementary Education
Elementary Building Secretary
Secretary to Assistant Principal at Senior High-Attendance/Discipline
Secretary to the Director of Information/Data Systems
Secretary to Assistant Principal – Student Services, Senior High
Secretary to Counselors at Senior High

Special Education Secretary / Records
Secretary to Food Service Supervisor
9th Grade Secretary to Principal
Secretary to Assistant Principal at Junior High
Secretary to Director of Special Education
Secretary to Athletic Director
Senior High Attendance Clerk
Senior High Facilities Clerk

Classification II:

Elementary Building Library Clerk
Secretary to Senior High Librarian
9th Grade Building Library Clerk
Middle School Office Clerk
9th Grade Building Office Clerk – Attendance

1. Positions within each classification may be scheduled on a ten, eleven, or twelve month work year, and on a full or part-time basis.
2. The above listing constitutes the classification of position in existence as of the date of ratification of this Agreement. Nothing herein shall preclude the addition, deletion, or reclassification of positions according to established procedures.
3. No job classification or job description, including those for vacant positions, shall be changed up or down without a meeting between the employee involved, or if for a vacant position, the President of the Association, and the Human Resources Director.

N. The annual salary schedule for secretarial positions covered by this Agreement is attached to and incorporated into this Agreement as Appendix A.

**ARTICLE 18
DURATION OF AGREEMENT**

This Agreement shall become effective upon ratification by the parties, July 1, 2020, and shall continue in effect until June 30, 2023.

This is a three (3) year Agreement. The Agreement will expire on June 30, 2023.

Board _____

Association _____

Date _____

Date _____

**APPENDIX A
SALARY SCHEDULE**

**2020-2021
Secretarial Salary Matrix**

STEP	Class 1	Class 2	Class A
1	\$16.42	\$15.97	\$18.78
2	\$17.20	\$16.63	\$19.55
3	\$17.98	\$17.23	\$20.30
4	\$18.70	\$17.85	\$21.05
5	\$19.48	\$18.51	\$21.79
6	\$20.25	\$19.08	\$22.56
7	\$21.00	\$19.56	\$23.30
8	\$21.00	\$19.56	\$23.30
9	\$21.00	\$19.56	\$23.30
10	\$21.00	\$19.56	\$23.30
11	\$21.00	\$19.56	\$23.30
12	\$21.00	\$19.56	\$23.30
13	\$21.00	\$19.56	\$23.30
14	\$21.00	\$19.56	\$23.30
15	\$21.00	\$19.56	\$23.30
16	\$21.00	\$19.56	\$23.30
17	\$21.00	\$19.56	\$23.30
18	\$21.00	\$19.56	\$23.30
19	\$21.00	\$19.56	\$23.30
20	\$21.00	\$19.56	\$23.30
21	\$21.00	\$19.56	\$23.30
22	\$21.00	\$19.56	\$23.30
23	\$21.00	\$19.56	\$23.30
22	\$21.00	\$19.56	\$23.30
23	\$21.00	\$19.56	\$23.30
24	\$21.00	\$19.56	\$23.30
25	\$21.00	\$19.56	\$23.30
26	\$21.00	\$19.56	\$23.30
27	\$21.00	\$19.56	\$23.30
28	\$21.00	\$19.56	\$23.30
29	\$21.00	\$19.56	\$23.30
30	\$21.00	\$19.56	\$23.30

The chart above reflects an increase of 5% for Classes 1 and 2 for the 2020-2021 school year. Of this 4% will be a continuing adjustment to the pay scale; 1% will off-schedule and apply for the 2020-21 school year only. Class A has been adjusted by \$2.50 applied to each step.

**2021-2022
Secretarial Salary Matrix**

STEP	Class 1	Class 2	Class A
1	\$16.60	\$16.13	\$19.16
2	\$17.38	\$16.80	\$19.94
3	\$18.16	\$17.41	\$20.71
4	\$18.89	\$18.03	\$21.47
5	\$19.68	\$18.70	\$22.23
6	\$20.46	\$19.27	\$23.01
7	\$21.22	\$19.76	\$23.77
8	\$21.22	\$19.76	\$23.77
9	\$21.22	\$19.76	\$23.77
10	\$21.22	\$19.76	\$23.77
11	\$21.22	\$19.76	\$23.77
12	\$21.22	\$19.76	\$23.77
13	\$21.22	\$19.76	\$23.77
14	\$21.22	\$19.76	\$23.77
15	\$21.22	\$19.76	\$23.77
16	\$21.22	\$19.76	\$23.77
17	\$21.22	\$19.76	\$23.77
18	\$21.22	\$19.76	\$23.77
19	\$21.22	\$19.76	\$23.77
20	\$21.22	\$19.76	\$23.77
21	\$21.22	\$19.76	\$23.77
22	\$21.22	\$19.76	\$23.77
23	\$21.22	\$19.76	\$23.77
22	\$21.22	\$19.76	\$23.77
23	\$21.22	\$19.76	\$23.77
24	\$21.22	\$19.76	\$23.77
25	\$21.22	\$19.76	\$23.77
26	\$21.22	\$19.76	\$23.77
27	\$21.22	\$19.76	\$23.77
28	\$21.22	\$19.76	\$23.77
29	\$21.22	\$19.76	\$23.77
30	\$21.22	\$19.76	\$23.77

The chart above reflects an increase of 2% for all Classes for the 2021-2022 school year after decreasing the scale by the 1% off-schedule adjustment in 2020-2021 school year.

**2022-2023
Secretarial Salary Matrix**

STEP	Class 1	Class 2	Class A
1	\$16.93	\$16.46	\$19.54
2	\$17.72	\$17.14	\$20.34
3	\$18.52	\$17.76	\$21.12
4	\$19.27	\$18.39	\$21.90
5	\$20.07	\$19.08	\$22.67
6	\$20.87	\$19.66	\$23.47
7	\$21.64	\$20.16	\$24.24
8	\$21.64	\$20.16	\$24.24
9	\$21.64	\$20.16	\$24.24
10	\$21.64	\$20.16	\$24.24
11	\$21.64	\$20.16	\$24.24
12	\$21.64	\$20.16	\$24.24
13	\$21.64	\$20.16	\$24.24
14	\$21.64	\$20.16	\$24.24
15	\$21.64	\$20.16	\$24.24
16	\$21.64	\$20.16	\$24.24
17	\$21.64	\$20.16	\$24.24
18	\$21.64	\$20.16	\$24.24
19	\$21.64	\$20.16	\$24.24
20	\$21.64	\$20.16	\$24.24
21	\$21.64	\$20.16	\$24.24
22	\$21.64	\$20.16	\$24.24
23	\$21.64	\$20.16	\$24.24
22	\$21.64	\$20.16	\$24.24
23	\$21.64	\$20.16	\$24.24
24	\$21.64	\$20.16	\$24.24
25	\$21.64	\$20.16	\$24.24
26	\$21.64	\$20.16	\$24.24
27	\$21.64	\$20.16	\$24.24
28	\$21.64	\$20.16	\$24.24
29	\$21.64	\$20.16	\$24.24
30	\$21.64	\$20.16	\$24.24

The chart above reflects an increase of 2% for all Classes for the 2022-2023 school year.

Letter of Understanding

This letter of understanding is entered into between the Association and the Board of Education, reflecting the following agreement reached during bargaining:

1. **Staffing:** Through attrition or other method, it is the intent of the Board to reduce two (2) half time [0.5 FTE] secretarial positions at each middle school. The other methods would not result in termination or layoffs.
2. **Extra Help:** Rather than the current extra help budgets in K-6 schools, secretaries will have the option of being provided two (2) hours of extra help. These two (2) hours may be averaged.

For the Board

For the Association