



Agreement Between:
Board of Education of the Hale Area Schools
And
Hale Schools Support Staff Association

Effective: September 5, 2017 through June 30, 2020

AGREEMENT

THIS AGREEMENT entered into on this September 5th, 2017 by and between the Board of Education of the Hale Area Schools, Hale, Michigan hereinafter referred to as the "Board", and the Hale Area Schools Support Staff (HSSSA) hereinafter referred to as the "Association."

ARTICLE I: PURPOSE AND INTENT

Section 1.1: Purpose and Intent

It is the intent and purpose of the parties that this Agreement shall promote and improve all relationships between the Board and the Association and set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed and to provide a procedure for the prompt and equitable adjustment of grievances.

Section 1.2: No Discrimination

It is the continuing policy of the Board and the Association that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, height, weight, marital status or sex. The representatives of the Association and the Board in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

ARTICLE II: RECOGNITION- UNION SECURITY AND CHECK-OFF

Section 2.1: Recognition: Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

1. Food Service
2. Para-Professionals

and excluding all other school employees, including substitutes.

Section 2.2: Definition of Employees

The term "Employees", when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiations unit as above defined.

The Employer and the Association agree that persons employed on a "temporary" basis will not be included in the bargaining unit, provided however such persons will not be used to displace or replace any employee in the bargaining unit or to diminish earnings opportunities for bargaining unit employees. Employees hired in a "temporary" position may be used in the position for which they were hired not to exceed 90 school days per occurrence. The Association and the Board shall meet and review the need for the position. If it is determined that the position is necessary, and belongs to the bargaining unit, it shall be placed in the bargaining unit.

Section 2.3: Indemnification and Hold Harmless Clause

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Board by the Association, or for the purpose of complying with any provisions of this Article.

ARTICLE III: RIGHTS OF THE BOARD OF EDUCATION

Section 3.1: Management Rights

It is hereby recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States. It is further recognized that the exercise of powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. The board reserves unto itself the right to determine skills and qualifications of each employee and employment group or categories. It hereby agrees that skills and qualifications are precedent in determining assignment as well as size of the workforce in times of hiring and reduction of force. The remaining contents of this contract are secondary to board determined skills and qualifications. The board assures that said decisions will not be arbitrary and capricious.

Section 3.2: Work Rules

The Board shall have the right to promulgate reasonable and necessary work rules consistent with the labor agreement and current laws and statutes.

ARTICLE IV: RIGHTS OF THE ASSOCIATION

Section 4.1: Association Rights

Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 as amended or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employees with respect to hours, wages or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The Employer further agrees that it will not in any way interfere with the organization of the Association and that it will not commit any act calculated to undermine the Association.

Section 4.2: School Building Use

Association and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the principal. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

Section 4.3: Association Request for Information

The Board agrees to furnish to the Association, in response to reasonable requests from time to time available information concerning the financial resources of the District, and such other information as will assist the Association in developing intelligent, accurate information which may be necessary for the Association to process any grievance or complaint.

ARTICLE V: SAFETY AND HEALTH

Section 5.1: Safety

The Board shall make all reasonable provisions for the safety and health of its employees during the hours of their employment and no employee shall be required to work under unsafe conditions. Should the Association or any employee feel that the safety and health provisions of this Article are being violated they may seek redress via the Grievance Procedure.

Section 5.2: Approved Medical Professionals

Employees involved in an occupational accident or sickness will be treated by a licensed medical professional approved by the Board. All Board required medical expenses will be paid by the Board.

Section 5.3: Pay on the Day of Injury

An employee injured on the job will be paid for the hours lost receiving medical care on the day of the injury at a pay rate equivalent to the employee's straight time hourly base rate, plus any applicable overtime premium and shift differential. In cases where the medical professional advises that the employee should not return to work for the remainder of the day, the employee shall be paid for all hours the employee was scheduled to work that day.

ARTICLE VI: GRIEVANCE PROCEDURE

Section 6.1: Grievance Steps:

A grievance under this contract is defined as a claim by an employee or by the Association on behalf of an employee that there has been an alleged violation or misapplication of ~~said~~ one or more provisions of this contract. It is understood that the grievant is only permitted to grieve an alleged violation or misapplication of this contract. In the event of a grievance filing, the grievant must cite the specific Articles and Sections alleged to have been violated or misapplied.

Any dispute arising between the District and the Association or employees represented by the Association as to the meaning and/or application of any provisions of this agreement will not result in the suspension of work but rather will be resolved in the following manner:

Step 1 Verbal: The employee and an Association Representative will meet with the relevant immediate supervisor within five working days of having knowledge of the act or condition in order to discuss a

possible resolution. The supervisor will provide a verbal response within five working days of the meeting and take whatever action is deemed necessary by the supervisor in order to address the matter.

Step 2 **Written:** If the grievance is not settled in Step 1, within 15 working days, an employee or Association Representative may file a grievance in writing, and present two copies to the Superintendent who will have 15 working days in which to meet with the employee and/or an Association Representative. The Superintendent will provide a written response within five working days of said meeting.

Step 3 **Appeal:** If the grievance is not settled in Step 2, upon written request by the grievant, a meeting will be held between representatives of the Association's Grievance Committee, and a Committee consisting of members of the School Board or a board designee. Such meeting will be held within 15 working days from the Superintendent's answer in Step 2 and the Board must provide a written answer within 15 working days following such meeting.

Step 4 **Mediation:** In the event the grievance is not settled in a manner that is satisfactory to the grievant either party may, within 15 working days from the Board's response (Step 3), submit the matter to the State of Michigan's Labor Mediation Service.

Section 6.2: Time Limit Extension

The failure of a grievant to proceed to the next steps of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the response previously rendered and shall constitute a waiver of any future written response, appeal, or mediation request concerning the particular grievance. During any step of the grievance process, a failure on the part of the district or its representatives to submit a response within the time limits provided will be considered a non-response, which immediately allows the grievant to submit a request to escalate the grievance to the next step. Applicable time limits may only be extended by mutual agreement of both parties, in writing.

Section 6.3: Authority of Association to Process or Adjust Grievances

As representative of the employees, the Association may process grievances through the grievance procedure, including mediation, in accordance with this Agreement or adjust or settle the same on behalf of the employee.

Section 6.4: Grievance Time Limits

The Board and Association agree to process grievances promptly in accordance with the grievance procedure.

- a. Grievances with respect to errors in pay must be filed within 60 working days from the date of occurrence. All other grievances, except those described in "b" and "c" of this Section, must be filed within the time limits set forth in Section 6.1, Step 1.
- b. In cases of layoff, a grievance claiming that an employee or employees were laid off contrary to the seniority provisions of this agreement, must be filed in writing within five working days from the date the Board first submitted a list to the Association's Grievance Committee identifying the employee or employees subject to layoff.
- c. Employees recalled from layoff who believe they have been deprived of certain recall rights as outlined in this Agreement, must file a grievance within five days of returning to work.

Section 6.5: Association Grievance Committee

- a. Alternate committee members shall be recognized as possessing all necessary authority whenever regular committee members are absent.

- b. The Association Grievance Committee shall meet with management as necessary and during times that will not conflict with reasonable school operation.
- c. Employees who are called into a meeting regarding any matter which comes under the jurisdiction of the Association are entitled to be accompanied by a member of the Grievance Committee.

ARTICLE VIII: RATES OF PAY

Section 8.1: Standard Hourly Wage Scale

2017/18 (+1%)	New Employees or "Effective" Evaluation Hourly Rate	"Highly Effective" Evaluation Hourly Rate
Cooks	\$11.82	\$12.12
Paraprofessional (Certified)	\$11.82	\$12.12
Degreed Paraprofessional (Bachelor)	\$13.52	\$13.79
Teacher Certified Paraprofessional	\$14.14	\$15.15

2018/19 (+1%)		
Cooks	\$11.94	\$12.24
Paraprofessional (Certified)	\$11.94	\$12.24
Degreed Paraprofessional (Bachelor)	\$13.66	\$13.92
Teacher Certified Paraprofessional	\$14.28	\$15.30

2019/20 (+1%)		
Cooks	\$12.05	\$12.36
Paraprofessional (Certified)	\$12.05	\$12.36
Degreed Paraprofessional (Bachelor)	\$13.80	\$14.06
Teacher Certified Paraprofessional	\$14.42	\$15.45

Association members will be compensated for two additional days, beyond scheduled student instructional days, each year.

Section 8.2: Overtime Pay

Overtime at the rate of one and one-half (1/2) times the regular rate of pay shall be paid for all hours worked in excess of 40 hours in any single work week.

Section 8.3: Reporting Pay

An employee who reports for work as scheduled, not having been notified in advance not to report, shall receive not less than two hours' work, or if no work is available, shall receive pay for the equivalent of two hours at that employee's regular rate of pay plus any applicable shift or overtime premium. Any such employee shall be required to perform any work assigned.

Section 8.4: Call-In Pay

Employees called in to work outside of their scheduled hours (except snow days or when school is otherwise not in session) shall be paid time and one-half for the hours worked, with a guaranteed minimum of two hours' worth of pay at the applicable rate.

Section 8.5: Fee Reimbursement

The Board will reimburse all para-professionals for preparatory or initial costs associated with the Michigan Test for Teacher Certification (MTTC) upon proof that the individual obtained a passing score.

ARTICLE IX: HOLIDAYS

Section 9.1: Paid Holiday and Eligibility Rules

The following holidays are considered as paid holidays for all employees covered by this Agreement:

- a. New Year's Day
- b. Good Friday
- c. Memorial Day
- d. First Day of Deer Hunting Firearm Season
- e. Thanksgiving Day
- f. Day after Thanksgiving
- g. Day before Christmas (when school is not in session)
- h. Christmas Day

With the exception of the first day of deer hunting firearm season, all Association members will be compensated for all listed holidays regardless of whether or not a particular holiday falls on a weekend day.

ARTICLE X: PAID LEAVE AND PERSONAL BUSINESS DAYS

Section 10.1: Paid Leave Days

- a. Employees earn one day of paid leave for each month of employment, up to a maximum of nine paid leave days per year. New hires may not take paid leave for their first 90 days (as measured from their first official day of work).
- b. The minimum time for a paid leave day shall be not less than one-half (1/2) day per instance.
- c. The district reserves the right to deduct the cost of paid leave days from an employee's final paycheck in the event that the employee is separated from employment after having been granted paid leave days in excess of those earned.

Section 10.2: Personal Business Days

- a. Employees are granted an additional two paid personal business days per year.
- b. Personal business days will be taken only after securing Supervisor permission.
- c. The minimum time for personal business days shall be not less than one-half (1/2) day per instance.
- d. A personal business day cannot be taken:
 - The day before or the day after a holiday or vacation period
 - On the first or last day of a school term
 - On the first day of any hunting season

- e. Unused personal business days will be converted to the employee's accumulated paid leave balance by June 30th of each year.

Section 10.3: Family Illness, Funerals, Jury Duty, Court Appearances

Paid leave days may be used for the following reasons (proof must be supplied if required by the board):

- a. Personal illness. Completion of a sick leave form, furnished by the school upon the return of the employee to work, may be required. Expenses related to such a request will be paid by the Board. A physician's verification of illness may be required if more than three consecutive days of work are missed due to personal illness.
- b. Serious illness of an immediate family member (husband, wife, child, parent, sibling). Maximum of five days.
- c. Death of a spouse, child or parent. Maximum of five days.
- d. Death of a stepfather, stepmother, brother, sister, father-in-law, mother-in-law, stepchildren, grandparents, or grandchildren. Maximum of three days.
- e. To attend the funeral of a brother-in-law or sister-in-law. Maximum of one day.
- f. Jury Duty; however, juror pay issued to the employee must be relinquished to the district.
- g. Required court appearances; however, appearance fees issued to the employee must be relinquished to the district. Employees will be paid, without the need to use paid leave time, for court appearances on behalf of the district.

Section 10.4: Remuneration, Accumulation and Reimbursement Incentives

- a. Remuneration for paid leave days and personal business days shall occur at a rate equal to the employee's usual, daily, per hour work rate; i.e., an employee who usually works a seven-hour workday and who elects to take a full day of paid leave shall be paid for the equivalent of seven hours of work at their usual hourly rate. Likewise, an employee who usually works a seven-hour workday and who elects to take a half-day of paid leave day shall be paid for the equivalent of 3.5 hours of work at their usual hourly rate.
- b. Employees may accumulate up to a maximum of 88 leave days (equivalent to classification hours) pursuant to Sections 10.1(a) and 10.2(e) above. Non-seniority employees who have not worked the previous school year and have not completed their probationary period shall receive credit at the rate of one day per month for the balance of the school year. Employees must work not less than one-half (1/2) of the month to receive credit for the month. The District will maintain the practice of informing employees regarding their total number of accumulated paid leave days on each paystub.
- c. Any Employees who miss no more than a total of five days per year, paid or unpaid, (excluding serious family illness, funerals, jury duty or required court appearances) and earn an annual evaluation of effective or highly effective shall receive an annual incentive payment based upon their hourly employment status (full time/part time) as follows:
 - 6.5 hours per day and above \$1000.00
 - 4.5 hours per day to 6.49 hours per day \$850.00
 - 2.5 hours per day to 4.49 hours per day \$700.00

This annual incentive payment will be paid by June 30th of each year.

- d. Upon submission of a written request, submitted no later than June 1, employees who voluntarily leave the district or retire from the district will be reimbursed for all personal leave days that they have accumulated in excess of 59 days as follows:

- \$25.00 for each accumulated day in excess of 59 but less than 65 (i.e. days 60-64).
Maximum payout at this tier is 5 days x \$25.00 = **\$125.00**
- \$37.50 for each accumulated day in excess of 64 but less than 70 (i.e. days 65-69).
Maximum payout at this tier is 5 days x \$37.50 = **\$187.50**
- \$50.00 for each accumulated day in excess of 69 but less than 70 (i.e. days 70-79).
Maximum payout at this tier is 10 days x \$50.00 = **\$500.00**
- \$75.00 for each accumulated day in excess of 79 up to the maximum of 88 (i.e. days 80-88).
Maximum payout at this tier is 9 days x \$75.00 = **\$675.00**

Total maximum payout under this provision is **\$1,487.50**.

An employee with less than 60 days of accumulated paid leave days at the time of their voluntary leave or retirement are not eligible for reimbursement under this provision.

Section 10.5: Inclement Weather Days

Members of this bargaining unit will be granted five paid inclement weather days which will not count against paid leave days. These days may be reimbursed for a full day of wages in the event that inclement weather calls for school cancelation.

ARTICLE XI: SHORT TERM DISABILITY

Section 11.1: Short-Term Disability

Employees working 30 hours or more per week (excluding individuals working on a temporary or seasonal basis) will be provided with Short-Term Disability at the District's expense. The benefit shall pay 66 and 2/3% of the affected employee's gross wage with a maximum of \$500 per week. This benefit shall begin 30 days after the incident giving rise to the disability occurred or 30 days after the onset of the sickness/illness at issue. The duration of this benefit shall be 26 weeks. Maternity leave and non-occupational illness/injury are also eligible for short-term disability.

ARTICLE XII: LEAVE OF ABSENCE WITHOUT PAY

Section 12.1: Family Medical Leave Act

Requests for a leave of absence without pay that qualify under the Family Medical Leave Act (FMLA) must be submitted in writing and run concurrent with any additional forms of leave without pay granted under this agreement. All leave of absence without pay requests that qualify as FMLA leave must be initially taken as FMLA leave.

Section 12.2: Additional Leaves of Absence

An employee prevented from working because of illness or injury shall be granted a leave of absence without pay or fringe benefits for up to one year and in accordance with Section 12.1. A leave of absence without pay or fringe benefits for other bona-fide reasons may be granted to employees for periods not to exceed 15 working days, at the discretion of the board. Extensions may be granted at the discretion of the Board. Fringe benefits will continue for the first 45 days of any leave of absence without pay taken as the result of illness or injury.

Section 12.3: Military Leaves

Military leaves of absence and the re-employment rights of employees who serve in the armed forces of the United States will be determined on the basis of applicable Federal law and valid regulations thereunder.

Section 12.4: GI Education Leaves

Any employee returning from military services in the armed forces of the United States who desire to pursue a course of study in accordance with the Federal law granting him such opportunity, before or after returning to his employment within the District, shall be granted a leave of absence for this purpose. Such veteran, however, must notify the Board and the Association in writing at least once each year of this continued interest to resume active employment upon completing his course of study. During said leave, seniority shall accrue.

ARTICLE XIII: INSURANCE

Section 13.1: Insurance

Health Insurance: The district shall contribute \$250 per month (\$3,000 per year) towards the cost of health insurance. Individuals who decline may receive a \$100 per month (\$1,200 per year) cash-in-lieu payment.

ARTICLE XIV: MISCELLANEOUS

Section 14.1: Physical

The Board of Education agrees to reimburse employees for the full cost of physical examinations when required by law or School Board policy once appropriate upon submission of proper documentation. In cases where the standard tuberculosis reaction test does not prove valid, the Board will pay for an X-ray. Any medical expenses that are required by the Board will be paid in full by the board.

Section 14.2: Phone Calls

Phone calls and messages of a serious nature shall be delivered to the employees as soon as possible. Facilities for emergency use of the telephone by the employees shall be made available at no cost, except in the case of where the employee would make a toll call. The use of school phones shall be permitted when such personal communication is necessary if it involves the health and safety of the unit members or his/her family.

Section 14.3: Federal or State Law Change

In the event that any of the provisions of this agreement shall be, or become, invalid or unenforceable due to any Federal or State law now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions of the Agreement.

Section 14.4: Expense Allowance

Employees required to be out of the school district for reasons related to student and athletic field trips will be reimbursed for meals as follows (itemized receipt required):

Breakfast	\$ 7.50
Lunch	\$10.00
Dinner	\$12.50

Lodging, when required will be reimbursed for on the basis of an itemized invoice or receipt not to exceed \$60.00 per day for lodging. Employees, who are required to attend a special conference with Board approval, shall be paid per Board policy.

Section 14.5: Bulletin Boards

The Board shall provide suitable bulletin boards for Association notices to its members. Notices shall be of an informative nature to the employees. Nothing contained in such notices shall be of a political or controversial nature, nor be intended to reflect negatively on the Board or its employees.

Section 14.6: Emergency Manager Provision

An Emergency Financial Manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 may reject, modify, or terminate this Agreement as provided therein.

ARTICLE XV: DURATION

This contract will commence on September 5th, 2017 and will remain in full force and effect until June 30th, 2020.

FOR THE HALE BOARD OF EDUCATION

FOR THE HALE SCHOOLS SUPPORT STAFF ASSOCIATION

Valerie Cryderman 5 Sept. 2017

Kimberly Barnes 9-5-17

Valerie Cryderman

Date

Kimberly Barnes

Date

Joe Kimmerer
9/5/2017

Joe Kimmerer

Date