

**2015-2017**

**Master Agreement**

**between the**

**Huron Valley Schools**

**and the**

**Huron Valley Para-Educators/MEA-NEA**

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## ARTICLE I - RECOGNITION

- A. The Huron Valley Schools Board of Education, hereinafter known as the "Board" hereby recognizes the Huron Valley Para-Educators Association, MEA/NEA, hereinafter known as the "Association" or "Union" as the exclusive bargaining representative as defined in Section Eleven (11) of Act 379, Public Acts of 1965 as amended, for all full and part-time Para-Educators including, Instructional, Media, Special Education, Office, and State and Federal, and other similar existing or newly created positions; excluding all temporary employees as defined.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discipline, other than for Union activities, a probationary employee without a grievance filed or processed. The term "employee" when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined.

- B. A temporary employee is defined as:

1. a per-diem substitute to be hired in any one position for a period not to exceed sixty (60) work days.
2. an employee serving a probationary period.
3. per-diem substitutes.

- C. The Board agrees not to negotiate with any employee organization other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.

## ARTICLE II - EMPLOYEE RIGHTS AND PROTECTION

- A. No Para-Educator will be discriminated against by the Board because he/she engages in collective bargaining with the Board, institutes a grievance or complaint under this Agreement, or exercises his/her personal rights as a citizen. The Board agrees that it will not interfere with the rights of its Para-Educators to become, or to refrain from becoming members of the Association; and that neither the Board nor its agents, nor the Association and its agents, will exercise discrimination, interference, restraint, or coercion against any Para-Educator. Further, the Board and the Association agree that no Para-Educator shall be discriminated against with regard to his/her race, color, national origin, age, sex, marital status, or handicap.
- B. The Union and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as any other employee groups in the District, as established by Board Policy.
- C. Upon thirty (30) days written notice the Board agrees to make available to the Union in response to reasonable requests, from time to time, information concerning the financial resources of the school, tentative budgetary requirements and allocations.
- D. The Board agrees to make payroll deductions from the wages of Para-Educators, upon proper written authorization to do so from the Para-Educators concerned, for the following:
  - 1. Direct deposit
  - 2. Established tax-deferred annuity plan premiums, including payroll deduction for all MESSA Programs.
  - 3. Other deductions approved by the Board after consultation with the Association.
- E. All Para-Educators shall receive their pay via direct deposit. Pay will be deposited electronically into the bank, credit union or financial institution of the employee's choice. Those employees who do not have such accounts will have their pay electronically deposited into a pay card, issued by the district identified financial institution where they will receive their total pay. Any fee or financial cost associated with the initial deposit to the financial institution or first withdrawal from the financial institution will be paid by the district. Payroll statements will be available to the employee electronically.
- F. The Association may have the privilege of using school equipment including computers, duplicating machines and audio-visual equipment at reasonable times. The Association shall compensate the district for the reasonable cost of all material and supplies as determined by the building principal in consultation with the Association.

- G. The Association shall have the privilege of posting notices of activities and matters of Association concern on a Para-Educator's bulletin board, which shall be provided in each building. The Association may use the district mail service and Para-Educator mailboxes for communications; (an Association official shall be responsible for placing such notices in mailboxes). Materials for general distribution must be signed by the appropriate Association official and a copy be given to the building administrator, prior to distribution. Failure to abide by this provision shall be cause for the Association official to remove such material.
- H. In the event that a Para-Educator shall be required to attend to a student whose needs include the necessity of routine or periodic medical procedures or assistance with regular hygiene (including diapering), the district will provide the necessary training through a medically qualified person, as determined by the Director of Student Support Services. The training shall be at the District's expense and will be provided prior to the Para-Educator assuming the additional requirement.

Further, with the exception of a medical or personal hygiene emergency, a minimum of five (5) working days notice shall be given to the Para-Educator if the Para-Educator is to be required to perform medical procedures or assist with students' personal hygiene needs on a regular basis. Para-Educators will provide service to High School and Post-Secondary students pertaining to toileting and hygiene needs of students under the following conditions:

Assistance for individual students to get to the restroom which includes assistance with clothing, balance, etc., will require one Para-Educator to help the student.

Hygiene provided to individual students which include lifting, transporting, wiping, physical assistance with required toileting procedures that are needed to deliver services to high level medical needs students will require two (2) Huron Valley Schools adult employees to provide service to students.

- I. Physical intervention to restrain a student shall be the shared responsibility of the Teacher and the Para-Educator after District provided training.
- J. Any case of assault upon a Para-Educator shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the Para-Educator of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the Para-Educator in connection with handling of the incident by law enforcement and judicial authorities, provided the Para-Educator was acting within the scope of his/her duties and authorities.
- K. As a result of physical assault, the Board shall cover loss of pay, up to a maximum of seven (7) days pay, not compensated for by Workers Compensation, provided in each case that it is determined by the Board, or its representative, that the Para-Educator was acting in accord with and within the scope of his/her duties and authority and Board Policy.
- L. As a result of physical assault upon a Para-Educator in the course of his/her employment as a Para-Educator, the Board shall endeavor, within reason, to relieve the Para-Educator of any financial loss incurred which is not otherwise covered in this Agreement.
- M. Para-Educators shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or neglect of duty for any damage or loss to person or property.
- N. If any Para-Educator has a complaint against him/her lodged with the police department, or is sued as a result of any action taken by the Para-Educator while in the performance of his/her regular assigned duties and performing properly, lawfully and in accordance with Board Policy and administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance, legal and financial, be rendered to the Para-Educator in his/her defense.

O. Mileage

1. Para-Educators shall not be required to transport students to and from school activities in their personal cars. If Para-Educators do transport students, it must be consistent with the district policy.
  2. The Board shall set a mileage reimbursement rate annually which is not less than the current IRS rate per mile.
  3. Para-Educators who provide their own transportation shall be reimbursed for:
    - a. travel between duty stations.
    - b. other authorized travel on school business performed on a voluntary basis.
  4. The Board shall instruct all Para-Educators in the district of the procedure for reimbursement.
- P. Tutoring and/or respite by a Para-Educator of students on his/her caseload is highly discouraged. Notification of tutoring and/or respite must be emailed to the Executive Director of Human Resources prior to starting the job assignment. Employees must maintain strict confidentiality both at work and at the student's home.

### **ARTICLE III - BOARD RIGHTS, RESPONSIBILITIES AND PROTECTION**

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, skill testing or training of employees providing such selection shall be based upon lawful criteria.



## **ARTICLE IV – UNION SENIORITY**

“Seniority” shall be defined as continuous employment in the Bargaining Unit, except;

1. Unpaid leaves of absence granted per Article XVI, will not count towards seniority.
2. Employees who accept non-bargaining unit positions with the District, but, return to the Bargaining Unit within ninety (90) calendar days, will not have their non-bargaining unit service count towards seniority, but, it will not be considered a “break in service”.
3. Paid leaves of absence under Article XVI, XVII and XVIII; Workers Compensation leaves under Article XXII and F.M.L.A. leaves will count towards seniority.
4. If two or more employees have the same hire date, a tie-breaker shall be by blind draw.

## ARTICLE V - PROFESSIONAL GROWTH

### A. Inservice

1. The Board of Education will absorb the cost of training an individual for a new program instituted or in upgrading skills provided it is budgeted and approved by the Board.
2. Once an in-service is scheduled, attendance shall be considered mandatory unless the supervisor and the Para-Educator have together decided that the Para-Educator's attendance is disruptive to the school program or that the "in-service" topic is not relative to the work assignment of the individual Para-Educator.
3. The district may plan up to three voluntary in-district professional development days designed for district Para-Educators. At its option, the District may make attendance mandatory with the appropriate hourly compensation, any part of these in-service days, up to three professional development days.
4. The Board agrees that its administrative representatives will, by October 1, initiate contact with the H.V.P.E.A. designated representative concerning in-service needs for Para-Educators and that plans for in-service sessions will be made in conjunction with representatives of the Association.

### B. Professional Growth Training

1. Para-Educators shall be reimbursed for any professional growth training (workshops, seminars, conferences, out-of-district in-services) undertaken with prior approval of the immediate supervisor and the Superintendent or his/her designee. In the event the training activity is approved, the funding will be determined by the Superintendent or his/her designee.
2. The Board will provide up to four (4) days per semester, or eight (8) days per school year, to the Huron Valley Para-Educator Association to assign individual Para-Educators to undertake professional growth training (workshops, seminars, conferences). Under this provision the employee's normal daily compensation will be continued, but the district will not reimburse for such training expenses or fees. To utilize this provision the Association President must submit the necessary request at least two (2) weeks in advance.

### C. Tuition Reimbursement

1. Reimbursement of tuition costs will be made to Para-Educators who successfully complete courses of instruction directly related to their employment positions, up to \$375 per year.
2. To be applicable, the Para-Educator must obtain the prior approval of the immediate supervisor and the Superintendent.
3. Decisions made in part 2 above shall not be subject to the grievance procedure.

### D. Para-Educators Highly Qualified Status

1. The district supports and encourages Para-Educators to obtain Para-Educator Highly Qualified status and may be a requirement for certain Para-Educator positions. Highly Qualified status shall be required to receive an additional \$.50 per hour stipend. Highly Qualified status may be attained through successful completion of Work Keys, 60 collegé credit hours, or an Associate's Degree. It shall be the responsibility of the Para-Educator to provide documentation of Highly Qualified

Status through one of the above methods to Human Resources and the \$.50 per hour stipend will be paid from that point forward with no retroactive pay.

2. The district will work with the Association to make available the necessary and appropriate opportunities to support achieving Highly Qualified status.
3. Employer approved participant expenses shall be paid by the district. Para-Educators that obtain Highly Qualified status through Work Keys shall have the cost of testing reimbursed by the district.

E. Para-Educators Interpreter Certification

The district shall pay the cost of any test or special certificates which are required of an Interpreter Para-Educator to maintain his/her assignment.

- F. The parties agree to pilot two new Classroom Assistant/Special Education Assistant "Intervener" positions beginning February 2013. These positions will initially be posted at 32.5 hours per week. Due to the specific qualifications of these positions, that include, but are not limited to, certification as a Deaf/Blind Intervener and training in Non-violent Crisis Intervention, it is hereby agreed that a \$1.00 per hour stipend will be added to the standard wage scale as outlined in Appendix A – Wage Scale of the 2015-16 Huron Valley Para-Educators Master Agreement with the understanding that the stipend is paid only if the Para-Educator is assigned and servicing a student with these particular needs.

## ARTICLE VI - VACANCIES AND TRANSFERS

- A. A "transfer" is a lateral change to a vacant position.
- B. A "vacancy" is an opening in an existing and continuing position or a newly created position, which is an assignment of fifteen (15) or more hours per week or summer positions of twelve (12) or more hours per week to begin during the summer of 2014.
- C. Assignments of less than fifteen (15) hours shall be made available, on a seniority basis, to other qualified bargaining unit members within the building, provided that acceptance of such assignment would not create a mandatory overtime situation or impact eligibility for health insurance. Acceptance of such additional assignment or hours shall be voluntary.
- D. All job vacancies shall be posted internally for a period of five (5) calendar days in each operating building and on-line during the regular school year. During the summer months when school is not in session, notices of job vacancies shall be posted in all buildings where there are year-round programs, central office and a copy sent to the HVPEA at least one (1) week prior to the vacancy being filled. Applications for a job vacancy shall be submitted on-line, to Human Resources. In the event positions, defined as a vacancy in C. above, are not being continued, the Executive Director of Human Resources will confer with the HVPEA. Administrators shall be required to interview all internal Para-Educator applicants for consideration from the applicable Para-Educator classification. It is management's prerogative to concurrently post internally and externally using the above criteria for internal candidates.

Vacancies for the upcoming school year will not be posted until June 30 or after Para-Educator assignments have been distributed for the following school year.

All postings shall contain the following information with the understanding that positions are subject to student needs:

1. Type of work with specific department listed such as CI Categorical, ASD Resource Room
  2. Location of work
  3. Start and end date
  4. Rate of pay
  5. Hours to be worked
  6. Minimum qualifications as reflected in the job description
- E. An employee may request a transfer to an open position that occurs during the current school year with possible implementation of the transfer for the following school year on the Employer designated applicant tracking system as an internal candidate.
  - F. The Executive Director of Human Resources shall post, on the HVS web site, notices of job vacancies which occur while employees are away from their jobs. Employees may also call the Human Resources Department to receive information on current postings.
  - G. The Union shall receive a copy of all job postings.

- H. When an employee is granted a transfer within the District, they shall assume the new duties within ten (10) working days; provided however, that an additional ten (10) days transition time may be assigned for good cause shown.
- I. Award of Vacancies: Vacancies shall first be filled by the most senior qualified applicant from within the Classification. Should no member from within the classification apply, the vacancy shall then be filled by the most senior qualified applicant from within the Bargaining Unit. Should no Bargaining Unit member apply, the vacancy shall then be filled by a qualified applicant from outside the Bargaining Unit.
- Selection: Within ten (10) workdays after the expiration of the posting period, the administrator/supervisor of the open position shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing or by email with a copy provided to the Union.
- J. An employee transferred shall be granted up to a maximum of fifteen (15) working days as a trial period to determine his/her desire to remain on the job and for the Board to determine his/her ability to perform the job. The employee who reverts to his/her previous position, either at his/her request or by Board determination, shall do so without loss of seniority.
- K. A temporary position shall be defined as a position based on the needs of a student(s) or the District, which is limited in duration to thirty (30) days. A temporary position which exceeds thirty (30) days duration shall be posted and filled in accordance with the above provisions.
- L. The parties agree that involuntary transfers of bargaining unit members shall only be made with prior approval of the Executive Director of Human Resources and only for reasons that are not arbitrary.

## ARTICLE VII - CLASSIFICATION AND JOB DESCRIPTION

- A. The Union shall receive a copy of all bargaining unit job postings prior to general distribution whenever possible.
- B. Classification of Para-Educators
  - 1. A Para-Educator, who meets the qualifications of a different classification, and moves to that classification, will maintain seniority and benefits under this Agreement.
  - 2. The classification of each position shall be defined in the job description.
  - 3. Classifications of Para-Educators are as follows:
    - a. GSRP Para-Educators
    - b. Media Para-Educators
    - c. Special Education Para-Educators
    - d. Office Para-Educators
    - e. State and Federal Para-Educators
    - f. English Learner Para-Educators
  - 4. Para-Educators previously assigned lunchroom or playground responsibilities as part of their regular assignment shall continue to receive such assignment at their contractual rate.
- C. Job Description for Para-Educators
  - 1. Each classification of Para-Educators shall have a job description.
  - 2. A job posting shall constitute a job description.
  - 3. An updated copy of the Para-Educator's classification job description will be placed in the Para-Educator's permanent file as soon as practicable.
- D. Changes in job descriptions or classification caused by alterations in assignment, duties or responsibilities and/or required skills shall be treated as follows:
  - 1. The employee(s) shall be notified in writing by their immediate supervisor at least one (1) week prior to such change.
  - 2. If requested there will be a meeting between the employee, the immediate supervisor, a Union representative and the Executive Director of Human Resources to discuss the changes. Should the matter remain unresolved, the grievance procedure may be instituted (excluding Initial Annual Assignments) commencing at Step 3.

## ARTICLE VIII - RESIGNATIONS, DISCIPLINE AND DISMISSALS

### A. Resignations

1. All Para-Educators shall be required to give two (2) weeks written notice of resignation to Huron Valley Schools.
  - a. A written notice of resignation shall be furnished to the Executive Director of Human Resources.
  - b. Upon request to the Executive Director of Human Resources, the Union shall be furnished a list of employee resignations. Such lists shall be for the period of time since the last such information was furnished.
2. Any Para-Educator who seeks to terminate services with the Huron Valley School Board upon less than two (2) weeks notice shall forfeit any and all benefits due or to become due.

### B. Discipline and Dismissals

1. No material concerning disciplinary action or reprimand may be placed within a Para-Educator's personnel file without allowing the Para-Educator the opportunity to file a response. That response shall become part of the Para-Educator's personnel file.
2. No Para-Educator shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation shall be subject to the grievance procedure.
3. A Para-Educator has a right to consult with his/her Union representative prior to the imposition of any disciplinary action. Additionally, the Para-Educator has a right to have a Union representative present during any disciplinary proceedings.
4. Prior to dismissal or suspension the Executive Director of Human Resources will immediately notify, in writing, the President of the HVPEA.
5. Grievances pursuant to this Article shall be initiated at Step 2 of the Grievance Procedure.

## ARTICLE IX – LAYOFF, BUMPING AND RECALL

- A. The Board shall retain the right to determine necessary layoffs within budgetary and operational requirements of the school district, however, at least five (5) working days prior to the notice of layoffs, the Board shall meet with the Union in a Special Conference to provide reasons in writing.
- B. Once it is known that layoffs will occur no newly created or other vacant positions shall be filled externally unless those on layoff are not qualified for the position.
- C. In the event of a layoff, employees working on a temporary or seasonal basis will be terminated first. Next to be terminated will be probationary employees, provided there is a qualified bargaining unit member.
- D. The Board may further reduce the work force by requesting voluntary layoffs from members of the bargaining unit. The Union shall be notified when this Section of the contract is to be implemented and the request(s) shall include the specific length of time involved in each proposed voluntary layoff. Seniority of employees taking voluntary layoffs shall continue during such a layoff.
- E. Filling the vacancies created by Sections B., C. and D. above, and the determination of further staff reduction (if necessary) shall be accomplished by the bumping procedure set forth in Section F. below.
- F. An employee whose position is eliminated shall have the right to bump in the following order (provided that they are qualified as provided for in Article VII):
  - 1. If the employee wishes to remain at his/her current building, the employee may choose any vacancy in the building for which they have seniority and are qualified, or
  - 2. If the employee does not choose the building vacancy or such a vacancy does not exist, the employee may then bump the least senior person (provided the employee has sufficient seniority) in the building with at least the same number of hours, or
  - 3. If the employee chooses not to remain at his/her current building, he/she may bump into a vacancy across the bargaining unit with the same number of hours, or
  - 4. May bump into a vacancy with fewer work hours by seniority across the bargaining unit, or
  - 5. If a vacancy does not exist, the employee shall bump the least senior person in the bargaining unit with at least the same number of hours (provided the employee has sufficient seniority) or
  - 6. If the employee still has not secured a position, he/she shall, regardless of hours, bump the least senior employee in the bargaining unit (provided the employee has sufficient seniority) or
  - 7. Accept layoff.
  - 8. When more than one bargaining unit member has bump rights under this Article at the same time, employees shall have the right to exercise their bump rights in order of seniority. However, each time employees are reached in the bump order, they shall have the right to pass until the employee(s) with lower seniority have exercised their bump rights.

An employee who has bumping rights as set forth above shall have the right to accept the layoff until recalled.

- G. An employee shall be given not less than ten (10) working days and up to twenty (20) working days to satisfactorily perform the responsibilities and duties assigned by the operation of this Article. An employee not performing satisfactorily after the trial period shall be notified of the reasons in writing



but shall be expected either to request voluntary layoff or to exercise one (1) additional bump on the basis of seniority through the procedure set forth in Section F. If job performance is not satisfactory on the second bump within the time limits outlined above, the employee shall be notified of the reasons in writing and shall be laid off immediately. Disagreements regarding the implementation of this Section may become the subject for a Special Conference.

- H. Employees being laid off will be given three (3) weeks' notice with a copy of such notice being sent to the Union.
- I. Seniority shall be bargaining unit seniority.
- J. Beyond the date of layoff, the Board shall not be obligated to extend to any laid off employee any of the wages, fringe benefits or terms and conditions of employment within this Agreement, except seniority which shall continue to accrue and other terms and conditions of employment which are specifically called for in this Agreement.
- K. Laid off employees shall be placed on a list for a period of three (3) years and recalled in the order of seniority to vacant or newly created positions, subject to the provisions of Article VII and Article IX Section G. All job vacancies shall be posted on the district website for all bargaining unit members on layoff. The most senior employee shall be recalled to the first opening, subject to the provisions of Article VII, provided, however, that any such reinstatement shall not occur until after the opportunity for transfer has been extended under Article VI, Vacancies and Transfers.  
  
Notice of recall shall first be attempted by telephone; recall will then be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within ten (10) working days after the date of delivery or proof of non-delivery.
- L. If the offer of employment to the laid off employee is for regular hours that are eighty percent (80%) or less than his/her original assignment, or has a different benefit status, such offer may be declined without loss of status on the recall list. If a laid off employee declines recall to a position that is more than eighty percent (80%) of his/her prior hours of assignment and has the same benefit status he/she shall lose their seniority place on the recall list and be considered a voluntary quit
- M. Employees recalled shall be reinstated with their accumulated sick bank entitlement, if applicable and the experience level credit in effect for the employee at the time of layoff.
- N. All seniority is lost upon voluntary resignation, retirement, or termination for just cause.

## ARTICLE X - NEW EMPLOYMENT

- A. The probationary period for all employees covered by this Agreement shall be ninety (90) calendar days. However, the ninety (90) day probationary period may be extended for the period of time an employee was absent during the probationary period. During such period, the employee may be terminated for any reason whatever and shall have no recourse to the Grievance Procedure. At the end of the probationary period, the employee shall achieve the status of a regular school employee unless otherwise notified in writing.
- B. Probationary employees who have fulfilled their probationary period shall be placed on the step in the salary schedule indicated by years of paid or unpaid professional experience based on between 720 hours up to 1098 hours for each year of work experience credit and/or education consisting of sixty (60) semester credits or an associates or higher college degree for one year of work experience credit. The employee shall be responsible to provide the appropriate documentation to the Human Resources Department within 45 calendar days of the completion of their probationary period.
- C. If the employee is continued in employment beyond the probationary period, the employee shall acquire the status of a permanent employee and all rights and privileges under this Agreement shall be established from the first day worked as a probationary employee. The employee shall also be credited with sick leave and vacation benefits retroactive to the first day worked as a probationary employee.
- D. The anniversary date, after the probationary period shall be defined as the date of hire. The anniversary date of each succeeding year shall entitle the employee to longevity step increases, where applicable subject to Public Act 54 of 2011.

## ARTICLE XI - EVALUATION

- A. All Para-Educator employees shall be evaluated in writing at least every three (3) years. Employee evaluators will use the evaluation form and procedures jointly as determined by Huron Valley Schools and the Association.
- B. Para-Educator employees shall receive a copy of the evaluation.
- C. A Para-Educator's signature on the yearly evaluation report does not constitute agreement but is an indication that the Para-Educator has received the evaluation report. If a Para-Educator does not agree with the administrator's evaluation, the Para-Educator may, within fifteen (15) days after receipt of said evaluation, sign it, and submit his/her own evaluation to be placed in the personnel file.
- D. Evaluation of Para-Educators by administrators should be made carefully and with due deliberation. However, it is expressly understood that such evaluations of Para-Educators by administrators may become part of the rationale for disciplinary measures, including dismissal. Any unsatisfactory items on an evaluation which could lead to dismissal must be accompanied by suggested steps in writing to correct the situation and consequences if the situation is not corrected, including a timeline for correcting the deficiencies.
- E. An employee who has received an unsatisfactory evaluation or disciplinary letter may, following two (2) years of satisfactory service, request that such adverse document be removed from the personnel file.
- F. All evaluations must be completed, including any post evaluation conferences, by May 15<sup>th</sup>.
- G. A joint Evaluation Committee will be formed with the goal to review and revise the current Para-Educators Evaluation Rubric. The evaluation model may include both informal and formal evaluations by the Administrator or Supervisor to provide timely feedback to the Para-Educator. The model that is created shall be by mutual agreement by both parties along with the deadline for creation and implementation of the model.

## ARTICLE XII - WORKING HOURS AND COMPENSATION

- A. Where possible, Para-Educators shall receive in writing by June 30 a work schedule calendar for the next school year.

At the beginning of each school year each supervisor/building principal will meet with the Para-Educator to discuss the scheduling and assignment of working hours available for that building or program.

- B. The scheduling and assignment of working hours for Para-Educators shall be prepared by the immediate supervisor/building principal each year and shall be commensurate with the available building hours for Para-Educators, as directed by the Board of Education.
- C. Seniority of the Para-Educator involved shall be utilized in the assignment of additional hours that arise after the start of the school year, provided the Para-Educator is available for the work and it does not put him/her into an overtime situation or impact eligibility for health care insurance. Such assignments shall be voluntary.
- D. No Para-Educators shall be assigned less than ten (10) hours per week, except by the employee's consent.
- E. At the Para-Educator's option he/she may elect compensation or receive compensatory time for hours worked over and above their regular schedule.
- F. On student half (1/2) days, if approved by the Executive Director of Human Resources and at the Para-Educator's choice, he/she may elect to work, and be paid for the approved time. Requests shall be submitted through the building administrator.
- G. All bargaining unit members shall receive one (1) fifteen (15) minute paid relief period per day.
- H. All bargaining unit members working six (6) or more hours per day may receive one (1) thirty (30) minute duty-free lunch per day at the discretion of the Para-Educator with approval of the building administrator or supervisor.

## ARTICLE XIII - HOLIDAYS

- A. All regularly scheduled Para-Educators, including probationary employees, shall be paid for and shall not be required to work on the following days:

December 24  
Christmas Day  
December 31  
New Years Day  
Memorial Day (if work year ends after May 20)  
Thanksgiving  
Friday after Thanksgiving

Each Para-Educator shall also receive two (2) "floating" holidays. Floating holidays may only be used on student non-attendance days with Administrator approval.

- B. To qualify for paid holidays the Para-Educator must work the scheduled day before and the day after the holiday unless off work due to proven illness or with permission from their immediate supervisor/building principal.
- C. Pay for a holiday that falls on a regularly scheduled workday shall be at the Para-Educator's regular day's pay. Pay for any holiday that falls on a day the Para-Educator is not scheduled to work shall be the same as the day before the holiday.

## ARTICLE XIV - ACT OF GOD DAYS

- A. If any building is closed by the Superintendent or his designee and conditions within the building are detrimental to the health of a Para-Educator, he/she shall not be required to stay and will not suffer loss of pay; provided however, that the employee may be given a temporary reassignment.
- B. On any day when school sessions are scheduled but that student attendance is canceled by the Superintendent due to natural causes or act of God, then the following provisions shall prevail:
  - 1. Para-Educators are not expected to report for work. Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county or state health authorities, will be paid for such days. However, Para-Educators who do not work a five day work week will not be paid for days that they are not scheduled to work in relationship to this paragraph.
  - 2. If, as a requirement of the State Aid Act, the District must makeup "Act Of God Days", it is understood that Para-Educators shall work the rescheduled student days at no additional compensation.
  - 3. A fan-out system of telephoning will be used to notify Para-Educators as soon as possible when they are not expected to report.

## ARTICLE XV - VACATIONS

- A. Each Para-Educator may request one (1) paid vacation day per school year. Following ten (10) years of service, the Para-Educators may request two (2) vacation days per school year. Following fifteen (15) years of service, the Para-Educator may request three (3) vacation days per school year. The third vacation day must be taken on a student non-attendance day.
- B. The scheduling of such vacation day(s) shall be by mutual agreement with the employee's supervisor/principal.
- C. Pay for a vacation day shall be a Para-Educator's regular day's pay.
- D. Vacation days may be scheduled adjacent to a holiday without loss of holiday pay.
- E. Para-Educators may not receive pay in lieu of vacation time off. However, a principal/supervisor may allow a vacation day to be scheduled on a student non-attendance day which occurs during the school year.
- F. A Para-Educator may carry over to the next fiscal year up to two (2) vacation days.
- G. At the option of the Para-Educator, unused vacation days may be accrued as sick leave days in lieu of the carry over of vacation days in F., above. In order to exercise this option the Para-Educators must notify the building secretary in writing not later than June 1 each year.
- H. Upon termination of employment only, Para-Educators shall be entitled to compensation for unused vacation days.

## ARTICLE XVI - LEAVES OF ABSENCE

- A. Leaves of absence, without pay, may be authorized upon recommendation of the Superintendent to the Board. Such leaves shall be confined to leaves for illness, maternity/child rearing, study, travel and F.M.L.A. Specific regulations for each type of leave are outlined as follows:
1. Illness  

Any employee who is forced to miss work due to protracted sickness or illness shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but not to exceed one (1) year, provided that the employee shall be required to provide certification from a competent physician verifying the need for such leave of absence.
  2. Maternity/Child Rearing Leave
    - a. An employee shall be granted a Maternity/Child Rearing Leave of Absence without pay for such time as requested, but not to exceed one (1) year.
    - b. For an employee to be eligible, the child must be under the age of seven (7), the employee must be the legal guardian of the child or in the case of Foster Care or Adoption, the child must be placed with the employee.
  3. Study, travel or other miscellaneous discretionary leaves may be granted by the Board upon application. Eligibility for a discretionary leave of absence shall be limited to employees with at least one (1) year of District employment. The leave may not exceed one (1) year in duration. The Human Resources Department shall inform the Union when a recommendation on a discretionary leave of absence is made to the Board.
  4. Family Medical Leave Act (F.M.L.A.)
    - a. The F.M.L.A. year for bargaining unit members shall be a rolling 12-month period, measured backward from the date an employee uses any Family or Medical Leave.
    - b. For F.M.L.A. leaves that the employee qualifies for use of personal sick leave, it shall be the employee's option to utilize his/her paid sick leave. Sick leave time, whether paid or unpaid, that qualifies for FMLA will be counted towards FMLA leave time.
    - c. Leaves taken pursuant to Article XVII, C, Article XVIII, Article XIX and Article XVI Section A, 3 and B. (not related to the F.M.L.A. requested Leave) shall not count against the F.M.L.A. annual leave limits.
  5. The employee shall be guaranteed the same or similar position upon return from a leave of absence, providing he/she is capable of doing the work. The individual employed to replace an employee on leave of absence shall be hired with the understanding that he/she may be placed in another position when the original employee returns or be released if there is no vacancy.
- B. The President of the Huron Valley Para-Educator's Association shall be released the equivalent of up to five (5) days per year to conduct business on behalf of the local association. Additional days may be granted at the discretion of the Superintendent. This release time shall be arranged for by written notification to the Superintendent. The use of such days should be arranged for at least forty-eight (48) hours in advance whenever possible.



- C. Officers, chairpersons, or designated representatives of the Association may be granted, at the discretion of the Superintendent, short leaves of absence to participate in area, regional, and/or state organizational or business activities of the Michigan Education Association.

In the event such released time is authorized, the Association shall reimburse the District for that portion of time a substitute serves. No individual will be granted such leave for more than two (2) days per semester, nor shall more than five (5) Para-Educators be granted such leave on any given day.

## ARTICLE XVII - SICK LEAVE POLICY

- A. Each employee shall accrue one half (.5) day per pay for 20 pays (10 days) without loss of pay for sick days. Any sick leave not used by the end of the school year shall be added to the sick leave available for the following year. On any claim for sick leave, a doctor's statement in writing may be required.
- B. An absence reporting procedure shall be established and will incorporate the following:
  - 1. A Para-Educator shall be required to enter or call in his/her absence in the district designated substitute system for the purpose of reporting an absence regardless of whether a substitute is needed for the position.
  - 2. A Para-Educator shall not be required to secure a substitute for the purposes of an absence due to illness.
- C. In the event of death in the immediate family, an employee may be granted up to five (5) leave days. The immediate family shall be defined as parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law or sister-in-law. To use this time off without loss of pay or sick leave, the employee must certify in writing to the Executive Director of Human Resources the details of the request. Upon written request to the Superintendent, or his/her designee, leave days for family members other than those noted above may be granted.
- D. An employee may be permitted to use a maximum of five (5) days of accumulated sick leave per occurrence in the event of serious illness (requiring a doctor's consultation) in the immediate family, as defined in Section C above. The Superintendent may grant additional days, provided the details of such request are submitted in writing.
- E. For purposes of this Agreement, temporary disability as the result of pregnancy and/or childbirth shall be handled as any other temporary medical disability under the Sick Leave Policy.
- F. An employee with a temporary medical disability who has insufficient sick leave accumulation shall be placed on a Temporary Unpaid Sick Leave that ends upon conclusion of the disability. Temporary Unpaid Sick Leave status is limited to no more than thirty (30) consecutive calendar days, except that the Executive Director of Human Resources can grant an additional thirty (30) days.
- G. Donation of Sick Days

Association members may receive donated sick days once during a contract year for a serious illness or disability that prevents the association member from working for a period of not less than ten (10) consecutive work days. Prior to receiving donated sick days, the association member must have exhausted all of his/her sick days (may elect to exhaust all vacation days) as well as one (1) day without pay. Donated sick days may not exceed the number of days necessary for the association member to reach the long-term disability insurance eligibility date. Such donations are voluntary and will be deducted from the donating employee's total accumulation of sick days. No employee may donate more than a total of three (3) days per contract year to one individual.

In order to receive donated sick days, an association member must notify the Association President (or designee) prior to exhausting his/her sick days. The Association will inform the membership that such a request has been made, as well as provide the members with the appropriate form to be completed and returned to the Association. The requesting employee must also complete and submit to the Human Resources Department the required FMLA form(s). Any decisions made as a result of this program's implementation are exempt from the grievance procedure.

## H. Attendance Incentive

As an incentive to encourage and support exemplary attendance, the school district will initiate an Attendance Incentive Plan. An Attendance Incentive of two-hundred dollars (\$200) will be paid out on June 30 for Para-Educators who were employed for the entire school year and have had two (2) or fewer absences in that school year. The employee shall not have missed work due to personal illness, illness in the family or any other unpaid leaves. The only exceptions which will not count against this Attendance Incentive are vacation days, holidays, jury duty, funeral leave, worker's compensation, and paid personal business leave days approved in accordance with this Master Agreement. It is the employee's responsibility to submit to their building administrator a request to be paid out for this Attendance Incentive. The Administrator will then forward the request to Payroll for verification.

## ARTICLE XVIII - JURY DUTY

- A. Any employee who is summoned for jury duty examination and investigation must notify the Personnel Office within seventy-two (72) hours of receipt of such notice. If an employee who has completed the probationary period is summoned and reports for jury duty, such employee shall be paid the difference between the amount received as a juror and the normal week's pay, provided the employee is available for work within the regular work schedule when not occupied with jury.

It is understood by the foregoing provision that: If the employee is dismissed within three (3) hours from the beginning of the employee's regular shift, the employee shall be required to work for the balance of that shift.

To be eligible for jury duty pay differential, the employee must endorse and turn over to the Board all salary checks received for said jury duty.

- B. The employee shall retain the mileage and any expenditures as paid for jury duty.
- C. When the Board considers the initial jury call date detrimental to school operations and can reschedule the call date, the employee shall report on the re-scheduled date.

## **ARTICLE XIX - PERSONAL BUSINESS LEAVE**

Each employee shall be allowed two (2) days of employment per school year without loss of pay, vacation time, sick time or other accumulated time to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Business leave may be taken in half-day increments. Unused personal business days shall be carried over to the employee's sick bank at the end of the fiscal year. Request for a business leave day shall be as far in advance as possible and shall normally be submitted in writing to the immediate supervisor stating the reason for such leave. Upon written request, and for good reason, an additional two days may be granted by the Superintendent or his/her designee. Any days (up to two) shall be deducted from the employee's sick leave bank. Personal business days may not be used for vacation time.

## ARTICLE XX - SEVERANCE PAY

- A. If an employee resigns, retires or is disabled within the meaning of the Michigan Public School Employee's Retirement Act, he/she shall be eligible for a retirement severance pay as follows:
1. Ten (10) years of continuous service with the school district – 3% of the last year's regular salary (exclusive of all premium pay).
  2. Fifteen (15) years of continuous service with the school district – 3 3/4% of the last year's regular salary (exclusive of all premium pay).
  3. Twenty (20) years of continuous service with the school district – 4 3/4 % of the last year's salary (exclusive of all premium pay).
  4. Twenty-five (25) years of continuous service with the school district – 5 1/2% of the last year's regular salary (exclusive of all premium pay).
  5. Thirty (30) years of continuous service with the school district – 6% of the last year's regular salary (exclusive of all premium pay).
- B. As a supplement to the above Severance Pay plan, an employee who has an unused sick leave bank of more than fifty (50), but less than one hundred (100) days, shall be eligible for an additional two percent (2%) over the appropriate level above.

Further, an employee who has an unused sick leave bank of one hundred (100) days or more shall be eligible for an additional three percent (3%) over the appropriate level above.

## ARTICLE XXI - INSURANCE PROGRAM

A. Para-Educators who are regularly scheduled to work twenty (20) or more hours per week and are enrolled in the district health insurance as of July 1, 2013, may elect the following:

1. A Board designated comprehensive health plan with a \$500/\$1,000 deductible, \$20 office visit co-pay and \$10 generic/\$20/\$40 brand prescription coverage. The underwriter/carrier and the plan administrator of the health care plan shall be determined by the school district. The school district may elect to self-insure all or any part of the plan benefits.
2. For the 2015-2016 school year, the District contribution for health care shall be \$400 per month and will be analyzed by the District annually for single coverage affordability under the Affordable Care Act (ACA).

The balance of the premium costs will be paid by the employee and handled through payroll deduction and/or direct reimbursement to the District.

B. Para-Educators not covered under A-1 above shall be eligible for the following:

1. Para-Educators not enrolled in the health plan as of July 1, 2013 and regularly scheduled to work thirty (30) hours per week or more, may enroll in the Board designated comprehensive health plan with a \$500/\$1,000 deductible, \$20 office visit co-pay and \$10 generic/ \$20/\$40 brand prescription coverage during the annual health open enrollment period. The underwriter/carrier and the plan administrator of the health care plan shall be determined by the school district. The school district may elect to self-insure all or any part of the plan benefits.
2. For the 2015-2016 school year, the District contribution for health care shall be \$400 per month and will be analyzed by the District annually for single coverage affordability under the Affordable Care Act (ACA).

The balance of the premium costs will be paid by the employee and handled through payroll deduction and/or direct reimbursement to the district.

C. Para-Educators who are regularly scheduled to work at least twenty (20) hours per week shall have the following Board provided insurances:

1. Group term life insurance - \$15,000 of Group term life insurance and \$15,000 of AD&D with an option for the employee to purchase up to \$15,000 additional life insurance.
2. Vision insurance - Eligible employees electing vision coverage shall pay 10% of the annual premium cost.
3. Dental insurance - All employees covered by this Master Agreement are eligible to enroll in the Board selected Dentistry plan during the October open enrollment period with a January 1 effective date. Should the district move to a self-funded dental plan, employees will no longer be eligible to enroll in the plan. The full dental premium cost shall be pre-paid by the employee through payroll deduction.

- D. Forms covering the above insurance benefits shall be explained to each new employee and returned to Human Resources within twenty-five (25) days of hire.
- E. It is the responsibility of the employee to enroll for all applicable insurance coverage and to provide the required information including dependents and designated beneficiaries on the proper forms as established by the carrier.
- F. The school district shall maintain a comprehensive personal injury and property damage liability insurance plan covering Para-Educators while they are performing duties as a Para-Educator. In addition, the Board shall maintain an indemnity policy, which is designed to fill a coverage gap in the insurance programs of school districts. This covers exposures, subject to its terms and conditions, for deliberate actions taken as a result of errors or mistakes of law or fact, or actions based on interpretation of school policy, all of which might lead to subsequent litigation against board members or school staffs personally.
- G. Insurance coverage, as specified in this Article, shall be maintained and provide on a twelve (12) month per year basis.
- H. For purposes of Insurance Premium costs, paid by the Para-Educators through payroll deduction, as provided for in Section A. Option 1. and Section B.1. above, the District shall set up an IRS approved program to allow such premium costs to be paid with "pre-tax dollars."
- I. The HVPEA shall be included in the Huron Valley Schools Insurance Committee.
- J. An HVPEA insurance committee may be created consisting of three (3) members selected by the association and three (3) administrators for the district. The committee is charged with and has the authority to modify the terms and conditions of the health insurance program and to consult with the district regarding health insurance as it relates to the Patient Protection and Affordable Care Act.
- K. If necessary, notwithstanding any other obligations in this Agreement, the District reserves the right to, in its sole discretion, select a health insurance carrier which offers a "Bronze Plan" minimum coverage pursuant to 26 USC Section 36(B)©(2)©(ii) in addition to the negotiated health plan.

For the 2015-16 School Year, the "Bronze Plan" shall be the MESSA, ABC Plan 3 (\$3,500/\$7,000 deductible) plan.

The parties agree to meet to discuss if a Bronze Plan change is contemplated in future years of the contract.

- L. If more than fifteen (15) employees elect to take the health insurance, the parties will meet to determine ways to adjust the contract to minimize the added financial impact.



## ARTICLE XXII - WORKERS COMPENSATION

- A. Each employee shall be covered by the applicable Workers Compensation laws. In the event an employee is entitled to benefits under the Workers Compensation Act, the balance of the individual's weekly earnings not covered by Workers Compensation shall be covered through deduction of accumulated sick leave pay allowance in proper proportion. At the employee's option, he/she may elect not to use sick leave.
- B. Employees covered by this Article shall continue to maintain their full seniority rights.
- C. When an employee is released to return to work after having been absent on a Workers Compensation disability, the employee will be reinstated to the classification and location held prior to his or her injury provided:
  - 1. The treating physician has released the employee to return to his/her regular position, and
  - 2. The employee returns to work within one (1) year of the date of disability from the Workers Compensation injury.
- D. The parties mutually agree to encourage employees who are receiving Workers Compensation due to work-related injuries to return to work as soon as possible; and further, in cases where employees are not released to their regular positions without restrictions, and where significant work could be assigned within an individual's restrictions, the parties will encourage such employees to return to work as soon as possible within those restrictions.
- E. Then, upon the release of the employee's physician to return to work as noted above, he/she shall be placed in the first open position for which he/she is qualified and which is commensurate with that which would be held had the leave not intervened. In case an employee who suffered an on-the-job injury is released to return to work but is not able to assume his/her former position, the Employer shall endeavor to place the employee in an assignment in the Bargaining Unit for which he/she is qualified contingent upon the employee's limitation.

## ARTICLE XXIII - GRIEVANCE PROCEDURE

- A. The primary purpose of the grievance procedure is to provide an amicable means of resolving conflicts, which may arise during the term of this Agreement without interruption of the school program. Further, it is the purpose of this procedure to secure at the lowest level possible equitable solutions to the problems of the parties and to assure that a complaint is processed and considered fairly, with all due speed, and without prejudice or reprisal.
- B. The Board and the Association agree that grievance proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Further, it is agreed that the use of the grievance procedure shall not be cited as a factor in the evaluation of an individual's character or performance.
- C. A "Grievance" is a claim based upon a Para-Educator, group of Para-Educators, or the Huron Valley Para-Educators Association's belief that there has been a violation, misinterpretation or misapplication of a provision of this Agreement or any existing rule, order or regulation of the Board specifically establishing a procedure for redress relating to wages, hours, terms, or conditions of employment. The terms of a claim may be applied to Steps 1 through 3 of the grievance procedure. Step 4 may be applied only for a violation, misinterpretation or misapplication of any provision of this Agreement.

The grievance procedure shall not apply to any matter, which is prescribed by law, or state regulations over which the Board is without power to act. In addition, the Board shall not be liable when a problem arises from specific provisions of any insurance carrier's policies; however, the Board will exert every effort to assist in resolving such problems. An "aggrieved person" is the person or persons making the claim. A grievance may be filed by an aggrieved Para-Educator. A grievance may also be filed by the Association whenever the grievance applies to more than one building or when a group of Para-Educators with a common complaint have requested such action.

- D. No grievance shall be processed unless it is presented within twenty (20) working days of its occurrence.
- E. During each step where a grievance is reduced to writing, the written statement shall clearly specify:
  - 1. The specific section of the Master Agreement or the specific Board rule or regulation allegedly violated.
  - 2. When this alleged violation occurred.
  - 3. In what way there has been a violation, misinterpretation, or misapplication of this Agreement or rule or regulation of the Board.
  - 4. The results of the previous step in the grievance procedure and why such results were unsatisfactory.
  - 5. The name or names of the aggrieved person or persons, the manner in which they have been injured, and the proposed remedy or remedies for resolution of the grievance.
- F. An aggrieved person or the Association believing that they have a grievance as defined in Section D. may file the grievance as follows:
  - Step 1. The aggrieved person shall first discuss the matter with their immediate supervisor with the objective of resolving the matter informally. A representative of the Association may be present. The aggrieved Para-Educator shall clearly state that he/she is instituting Step 1 of the grievance procedure under the Master Agreement.

Step 2. In the event the matter is not resolved informally, the grievance must be reduced to writing and presented to the immediate supervisor within five (5) working days (calendar days shall be substituted for working days during the summer vacation period), after such meeting, or within five (5) working days after such meeting if the grievance is first presented to the Association grievance committee for review. Within five (5) working days after receipt of the written grievance the immediate supervisor or other designated representative of the Board shall render a written decision detailing the disposition of the grievance. A representative of the Association may be present at any meetings held at Step 2.

Step 3. If the grievance is still unresolved, it can be appealed to the Superintendent or the Superintendent's designee within ten (10) working days. The Superintendent or the Superintendent's shall with ten (10) working days after receipt of the written grievance meet with the aggrieved person in an attempt to resolve the matter. A representative of the Association may be present at this meeting. Within ten (10) working days following the meeting between the aggrieved and the Superintendent or the Superintendent's designee, the Superintendent or the Superintendent's designee shall answer the grievance in writing and shall forward said answer to the grievant.

Step 4. Only grievances dealing with violation, misinterpretation or misapplication of a provision of the Master Agreement are acceptable as subject matter for consideration at Step 4. If the Association is not satisfied with the disposition of the grievance by the Superintendent or the Superintendent's designee, or if no written answer has been made within ten (10) working days from the meeting with the Superintendent or the Superintendent's designee, the grievance may be submitted to arbitration before an impartial arbitrator.

Within ten (10) school days after the date of a written request for submission of the grievance to arbitration, representatives of the Board and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to mutually agree upon the selection of an arbitrator during the above stated time period, then the Association shall file a request with the American Arbitration Association for a list of qualified arbitrators. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. The Board and the Association shall be permitted to present only issues, concerns and evidence previously disclosed to the other party as admissible evidence at a hearing before an arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the Master Agreement between the Board and the Association.

1. The arbitrator shall not have the right or power to add to, subtract from or otherwise alter the terms of this contracted Master Agreement.
2. No Board of Education rules, policies or regulations can be the subject matter of binding arbitration hearings or subject to an arbitrator's decision.
3. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any compensation that he/she may have received from any sources during the period of back pay.
4. Any grievance occurring during this agreement period shall be processed according to this Master Agreement.

5. Additionally, both the Board and the Association agree to:
  - a. Be bound by the award of the Arbitrator and agree that judgment thereon can be entered into any court of competent jurisdiction.
  - b. Share the fees and expenses of the Arbitrator equally. Para-Educators called by the Association as witnesses will be granted leave with pay for the time required. The Association will be billed for the cost of a substitute Para-Educators, if such substitute is necessary. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of a witness called by the other.
- G. It is understood that the steps set forth in Section D. relating to the specific procedure for processing grievances and the time limits set forth in Section E., Steps 1 through 4, shall be strictly adhered to. Failure to comply with the aforementioned provisions of this grievance procedure at any step shall be considered substantive and shall mean default by the party failing to conform unless by previous mutual consent of the parties.
- H. Any grievance initially presented at the wrong step of the grievance procedure will be referred back to the appropriate step without faulting the grievance.
- I. For administrative convenience, the Board may cause complaints which may be subject of grievance in Step 1 of Section E. first to be presented to an assistant principal or central office administrator, for informal grievances handled under the grievance procedure herein established.
- J. A Para-Educators engaged during the school day on behalf of the Association for any emergency situation in any of the grievance procedures detailed in this Article shall be released from regular duties without loss of salary and without charge against any leave allowance.
- K. If the Board and/or its representatives believe there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, they may file a grievance with the Association. Such grievance shall be in writing and shall set forth the issue involved. Any item introduced into the grievance procedure shall be resolved within the confines of this Article. Representatives of the parties shall meet within fifteen (15) working days after receipt of such grievance and work toward the resolution of the issue.
- L. The records of grievances must be kept separate from the personnel file.
- M. The time limits set forth above may be extended by mutual consent.
- N. A grievance may be withdrawn at any time without prejudice.

## **ARTICLE XXIV - SPECIAL CONFERENCES**

- A. Special conferences will be held at the request of either party. Such meetings may be between the Union Officers, non–employee representatives of the Union and representatives of the Board.
- B. Arrangements for special conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Special conferences shall be confined to those matters included in the agenda and shall be scheduled by the Board within ten (10) working days after the request is made. A written summary of the meeting will be prepared and approved by both parties.
- C. The Union representatives shall be allowed the proper time off their working hours without loss of pay for time spent in special conferences.
- D. The Union representatives may meet, upon written notification, at a place designated by the employer, on the employer's property for not more than one-half (1/2) hour preceding the special conference.

## ARTICLE XXV - NEGOTIATION PROCEDURE

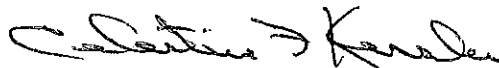
- A. At least sixty (60) days prior to the termination of this Agreement, the parties shall commence negotiations for a successor Agreement covering wages, hours, terms and conditions of employment for employees of the Board.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and by the membership of the Union. However, the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations or bargaining, subject to such ultimate ratification.
- C. An employee engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any grievance negotiation, when such meetings have been arranged by mutual consent, shall be released from regular duties without loss of salary.

## ARTICLE XXVI - CONCLUSION AND DURATION

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any contractual provision found to be contrary to law will result in negotiations at the request of either party for the purpose of providing replacement language.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.
- C. Ten (10) signed copies of this Agreement shall be printed at the expense of the Board within thirty (30) days of its acceptance by the Board of Education. Copies of this agreement will be provided electronically on the district's website.
- D. This Agreement shall continue in full force and effect until the thirtieth (30<sup>th</sup>) day of June 2017.

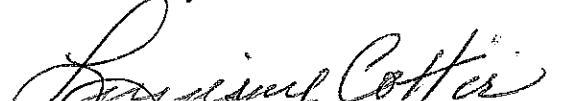
Either party may, upon ten (10) days written notice to the other party, after the termination date, terminate this Agreement.

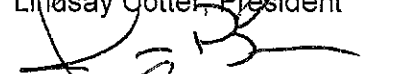
Huron Valley P.E.A.

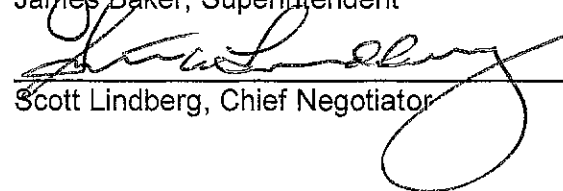
  
Celestine Kessler, HVPEA President

  
Bruce Grusecki, Uniserv Director

Huron Valley Schools Board of Education

  
Lindsay Cotter, President

  
James Baker, Superintendent

  
Scott Lindberg, Chief Negotiator

### Bargaining Teams

#### For HVPEA

Bruce Grusecki  
Celestine Kessler  
Ruth Wiser  
Deb Bonkowski  
Colleen Darnall  
Kim Rabedeau

#### For the Board

Scott Lindberg  
Teri Thompson  
Julie Conn  
Sue Baldwin  
Joanne Tibedeau

## APPENDIX A - WAGE SCALE

1. The anniversary date shall be defined as the date of hire as a Para-Educators as defined in Article IV. The anniversary date shall be the determining factor for placement on the wage scale.
2. The Para-Educators Wage Scale shall apply to all bargaining unit members without consideration of the total hours each Para-Educator is working.
3. Wage Scale Hourly rate. Steps are defined as yearly - July 1, 2015 through June 30, 2016  
Economic Wage Re-Opener - July 1, 2016 through June 30, 2017.

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Para-Educators	<b>10.17</b>	<b>10.84</b>	<b>11.57</b>	<b>12.26</b>	<b>13.69</b>	<b>13.82</b>

4. Para-Educators required to perform the procedures described in Article II, H. shall be compensated an additional \$.50 per hour in addition to their regular hourly rate.
5. Para-Educators who have attained Highly Qualified status shall receive an additional \$.50 per hour compensation stipend. The effective date for the stipend is the date documentation is provided by the employee to the Human Resources Department with no retroactive reimbursement.
6. In addition to amounts provided above Para-Educators regularly assigned with primary responsibilities in a classroom defined as categorical E.I. shall be compensated an additional \$.50 per hour in addition to their regular hourly rate.
7. Longevity - Para-Educators hired on or before July 1, 2015 shall receive the following longevity payment:
  - \$350 after 10<sup>th</sup> year of service
  - \$500 after 15<sup>th</sup> year of service
  - \$600 after 20<sup>th</sup> year of service
8. For the duration of the agreement, the parties agree to re-examine any financial incentives or disincentives that may impact the Huron Valley Schools as a result of legislation, federal, and or state initiatives, mandates and/or state/federal administrative actions.
9. Financial Formula - 2015-16 Fiscal Year:
  - A. If the audited June 30, 2016 Total General Fund Balance is greater than 12.5%, an increase in salary will be determined using a proportionate share calculation (the HVPEA employee group's total employee costs to Total General Fund budget) for the 2016-17 school year.
  - B. If the audited June 30, 2016 Total General Fund Balance is not in deficit (greater than \$1.00 or as required by legislative transparency laws), Administration and the HVPEA employee group will discuss potential changes to compensation for the 2016-17 school year, which could include new salary schedule, concessions, wage increases, etc.
  - C. If the District's audited June 30, 2016 Fund Balance is in deficit (less than zero Total Fund Balance or as required by legislative transparency laws), Administration and the HVPEA employee group will decide how to reduce the deficit through the proportionate share to the HVPEA employee group's total employee costs to total General Fund budget for the 2016-17 school year. [For example, if the



June 30, 2016 Fund Balance is in deficit by \$5 Million, compensation concessions will be made (during the FY 2016-17 school year) to reduce the proportionate amount of HVPEA employee group's employment costs for that year. (%# = Total 2015-16 employee group compensation divided by Total 2015-16 General Fund Expense. \$5M x %# = amount of employee compensation to reduce in 2016-17.)]

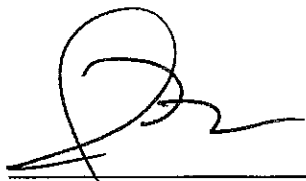
- D. The HVPEA may participate in a Financial Review Committee who will meet to review the financial condition of the District considering the cumulative effect of enrollment, State Aid, unrestricted funds, benefit costs, retirement costs, and any financial impact from legislative decisions and share this information with interested stakeholders. The Committee may also begin to look at ideas and recommendations for long term solutions to address the structural deficit.

LETTER OF UNDERSTANDING  
BETWEEN THE  
HURON VALLEY BOARD OF EDUCATION  
AND THE  
HURON VALLEY PARA-EDUCATORS/MEA-NEA  
**RE: EMERGENCY MANAGERS**

As required by State Law the parties are signing this Letter of Understanding solely to be compliant with the law. The parties neither agree nor disagree with the following provision:

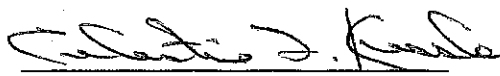
This Agreement is subject to the provisions of the Public Employment Relations Act, MCL 423.201 *et seq.*, including Section 15(7) thereof, MCL 423.215(7), and therefore may be rejected, modified, or terminated by an emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575.

FOR THE BOARD

  
\_\_\_\_\_  
James Baker, Superintendent

Date: 7-13-15

FOR THE ASSOCIATION

  
\_\_\_\_\_  
HVPEA President

Date: 6.30.15

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**\*This index is for reference only and is not part of the master agreement.**

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