

# MASTER AGREEMENT

Between

HART PUBLIC SCHOOLS

And

HART EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
MEA/NEA

July 1, 2015 to June 30, 2016

Revised: July 27, 2015

COPY

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Note: Also see Appendix for Letter of Agreement

**ARTICLE I**  
**AGREEMENT**

- A. **The Parties** - This Agreement entered into this **1st** day of **July, 2015**, by and between the Hart Educational Support Personnel Association - Michigan Education Association/National Education Association, hereinafter called the "Union", and Hart Public Schools, hereinafter called the "Employer."
- B. **Purpose** - This Agreement is negotiated pursuant to the Public Employment Relations Act, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent, or expires on the expiration date of June 30, 2016, whichever first occurs.
- C. **Extent of This Agreement** - This Agreement shall constitute a binding obligation upon the Employee, the Union and the Employer for the duration of this Agreement.

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Employer and the Union. Such modification, changes, additions, or deletions shall be in writing and signed by the Employer and the Union as an amendment to this Agreement.

The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

- D. **Precedence** - This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.
- E. **No Individual Contracts**  
There will be no individual contracts with bargaining unit members for bargaining unit work.

## ARTICLE II RECOGNITION

- A. Positions Included - Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union 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 who are assigned regularly 15 or more hours of employment per week in any of the following positions: paraprofessionals; computer lab and media assistants, custodians; food service; maintenance; secretaries and courier. (Hereinafter called "Employees")
- B. Substitutes
1. Substitutes working in the above positions are excluded.
  2. "Substitutes" shall be defined as a person scheduled to work during the absence of any regular employee, however, other employees may perform bargaining unit work in circumstances such as emergency situations, when operational difficulties are encountered, in the testing of materials and equipment and in the instruction, training of employees, or any other unforeseen circumstances.
- C. Positions Excluded
1. Administrators/Supervisors
  2. Bookkeeper(s)
  3. Bus Drivers
  4. Secretary to the Superintendent(s)
  5. Teachers
  6. All Others

## ARTICLE III EMPLOYEE RIGHTS

- A. Right to Organize  
Pursuant to the Michigan Public Employment Relations Act, (PERA), the Employer hereby agrees that each employee shall have the right to freely organize, join, and support the Union and to engage in lawful activities for the purposes of conducting collective bargaining with the Employer. Nothing contained within this Agreement shall be construed to deny or restrict to any employee any rights he/she may have as a citizen of Michigan and the United States.

B. Just Cause

No seniority employee shall be disciplined without just cause. Disciplinary action shall be defined as any written warning or written reprimand, suspension without pay, reduction of pay, involuntary transfer because of misconduct, or discharge.

C. Disciplinary Action

1. Discipline is the corrective action taken by the Employer as a result of unsatisfactory behavior by an employee.
2. Employees may have a Union representative present in cases of disciplinary action provided it does not result in a delay of the meeting by more than one business day.
3. The employer agrees to provide the employee with written notification of the specific reasons for any disciplinary action taken that is to be made a part of the employee's personnel file. The employee will sign an acknowledgment of receipt when document is issued.

D. Personnel Files

Whenever disciplinary action is reduced to writing by the Supervisor, the findings and decisions of the Supervisor shall be filed, in writing, in the employee's personnel file, and a copy thereof given to the employee. An employee, upon request, at a time convenient to the Employer and employee may review the contents of his/her personnel file (excluding information exempted from the definition of a personnel record under the Bullard-Plawecki Employee Right to Know Act) and the employee may be accompanied by representation of the HESP Association or Union. The employee and/or their representative may not remove any items from the personnel file. The file and its contents are the property of the Hart Public Schools.

When an investigation is completed the employee shall be informed of the results of the investigation.

E. Physical Assault

Any physical assault upon an employee, while the employee is acting in the line of duty, shall promptly be reported to the Employer. The Employer may provide assistance suitable and/or fitting for the occasion.

F. Major Cause for Discharge

The Union agrees that the Employer has just cause to discharge any employee who:

1. Commits any felony.
2. Commits any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
3. Is absent for three (3) consecutive days without notifying the Employer. Exceptions may be made in case of extenuating circumstances.

4. Does not return from sick leave and leaves of absence. Exceptions may be made in case of extenuating circumstances.
5. Is under the influence of intoxicants or drugs while on the job.
6. Consumes or sells intoxicants or drugs on Board property or during work hours.
7. Duplicates School District issued keys without authorization.
8. Intentionally falsifies records.
9. Has or accepts another position or responsibility which conflicts with scheduled work time.
10. Fails to meet requirements established by the District, including but not limited to, those requirements necessary to hold the position as established by state or federal law or administrative regulation.
11. Has failed to properly perform his/her duties.
12. Has assaulted any student, employee of the District or citizen.
13. Any other reason for which the just cause process was used or would warrant.

## ARTICLE IV UNION RIGHTS

### A. Union Business

Other than during scheduled breaks and lunch periods or with the permission of the Employer, the Union and its representatives may not transact Union business during the duty day.

### B. Use of Employer Facilities and Equipment

The Union shall have the right to use the Employer's premises outside of regular school hours for Union meetings in accordance with the Employer's normal scheduling practices.

### C. FOIA Requests

1. The Employer agrees to notify an employee by personal contact, letter, telephone or fax when it receives a request for all or part of the employee's personnel file under the Freedom of Information Act. The employer may remove all information from the file that is allowed by law. The employee will be provided an opportunity to review the contents of the personnel file before the information is released, provided that the employee exercises this review within the time frames necessary to allow the Employer to respond to the FOIA request. The employee may request Union representation in this review.
2. Upon reasonable written request, the Employer and the Union shall make available to the other party information necessary to assist it in the processing of grievances, administration of the Agreement and the negotiations of successors to this Agreement.

D. Complaints against Employees

Any written complaint directed toward an employee which is to become a part of that employee's permanent personnel record and any other legitimate complaint shall be promptly called to that employee's attention.

**ARTICLE V**  
**EMPLOYER RIGHTS**

A. Laws and Authority

Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Employer had prior to this Agreement are retained by the Employer.

B. Management and Control

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union 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. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Adopt reasonable rules and regulations.
5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
7. 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 provided for in this Agreement.
8. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
9. The Employer shall continue to have exclusive right to establish, modify or change any condition except those covered by provisions of this Agreement.

10. The Employer shall determine all methods and means to carry on the operation of the schools.
11. To exercise management and administrative control of the school system, and its properties and facilities.
12. To establish hiring procedures and qualifications.
13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the workday.
14. The Employer shall continue the right to determine and re-determine job descriptions.

C. Limits

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.

D. Agreement

The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

E. Rules and Regulations

The Employer has the right to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement. All Board of Education minutes will be provided to the Union President after each Board meeting. If the Union does not advise the Employer within forty-five (45) calendar days after formal adoption by the Board that it believes the rule or regulations to be inconsistent with the terms of this Agreement, the rule or regulation will be presumed not to be inconsistent with or in violation of any section of this agreement.

F. Job Descriptions

1. The Employer shall maintain written job descriptions for all classifications covered by this Agreement, which are prepared after consultation with the Union. These job descriptions contain a summary of duties to be performed, the qualifications for the position, and the essential functions necessary to perform the position. The Employer will provide employees with a copy of their job description upon initial employment and with a revised job description when there has been a change in the duties required of a particular classification. Copies of all job descriptions will also be provided to the Union.
2. [From Appendix Q] Determining the qualifications of an employee and/or applicant is a prerogative of the Board of Education and/or its designee. In making the determination the Board and/or designee will use the job description and if additional qualifications are set forth in the job posting such shall also be considered. In addition the board/designee may also use any other relevant information about the position and/or employee/applicant, including but not limited to prior work performance, personal references, performance tests, formal and informal training, licenses, certifications, technical skills, physical capabilities, self motivation/self supervision qualities, communication skills, knowledge of district policies and practices, ability to organize, prioritize, and work with others.



ARTICLE VI  
EMPLOYEE DRUG USE AND TESTING

- A. No employee shall use or consume any controlled substance or alcohol, on employer/company property, including in vehicles.
- B. No employee shall commence a work assignment while impaired, or under the influence, of any alcohol or controlled substance.
- C. The Employer will only use credible testing programs, such as doctors or licensed medical facilities, for any required testing which could include testing of breath, urine, blood or saliva. When an employee is tested for controlled substances, including alcohol, the doctor or clinic will save 50% of sample (either blood or urine) for future testing. Should the first test return positive, the tested employee may request that the second half of the specimen be tested by another lab. Upon such request, the split specimen will be tested by the second lab at the expense of the employee. The results of the second test will be final and binding on all parties.
- D. Failure of an employee to accept testing when the Employer determines there is reasonable suspicion shall result in termination.
- E. The Employer will not require such employee testing, except for employment applicants, without suspicion of such need.
- F. The Employer will pay for employee's time spent for directed testing, and the cost of initial testing.
- G. Employee test results will remain confidential, except as required by law.
- H. In the event any Employer alcohol or controlled substance testing requirements conflict with local, state, or federal law, the applicable law shall take precedence.

ARTICLE VII  
SENIORITY

- A. Seniority
  - 1. Seniority with the Employer shall represent the first day of work, continuous to the present, in any or all positions the employee was assigned within the bargaining unit.
  - 2. Seniority continues to accumulate during approved leaves of absence and while on layoff.
  - 3. Ties on the seniority list are broken by using the last 4 digits of social security numbers; the higher number will have the greater seniority.

B. Probationary Employees

1. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. When an employee finishes the probationary period, by accumulating ninety (90) working days of employment, the employee shall be entered on the seniority list of the unit and shall rank in seniority from the first day of employment. There shall be no seniority among probationary employees.
2. 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 the articles of this Agreement.
3. Probationary employees may be discharged, disciplined or laid off for any reason except lawful Union activity without recourse to the grievance procedure.

C. Seniority List

1. The seniority list shall state the date of the first date of work with the Employer in any position represented in the bargaining unit.
  - a. Support staff will initial the seniority list posted Oct. 1<sup>st</sup> and return to the Central Business Office within 10 working days. Failure to initial constitutes agreement.
  - b. Seniority maintains but does not accrue when changing classifications.
  - c. Errors, if any, must be made known to the Employer within ten (10) working days after the posting of the seniority list.
2. Employees shall be listed by the following classifications:
  - a. Paraprofessionals
    - i) Health Care Assistants
    - ii) Classroom Aides
  - b. Computer Lab and Media Assistants
  - c. Custodians
  - d. Food Service
    - i) Cooks
    - ii) Servers
  - e. Maintenance
    - i) Grounds Maintenance
    - ii) General Maintenance
  - f. Secretaries
  - g. Courier

D. Loss of Seniority

An employee shall lose seniority for the following reasons:

1. Upon termination
2. Failure to return to work when recalled from layoff as set forth in the recall procedure
3. Is laid off for twenty-four (24) months or a time equal to the length of seniority (whichever is less)
4. Is transferred to a position which is not represented by the Union. (A leave of absence may be available, See Art. VIII Q Leaves for Non-Union Positions)

E. \*Also see Appendix S

## ARTICLE VIII LEAVES

A. Each employee, except those on unpaid leave of absence or layoff, will be granted one (1) sick leave day per month for the month in which the employee provided at least ten (10) days of service for the Employer. Maximum accumulation shall not exceed one hundred (100) days.

B. Usage

Sick leave days may be used for bona fide illness/disability which incapacitates the employee. Such incapacity must cause the employee to not have the ability to discharge his/her regular assigned duties. The employee may use up to four (4) sick days per year for illness/disability in his/her immediate family. Immediate family shall be defined as minor child, spouse, parent or member of the household. Additional sick days for family illness may be authorized as approved by the superintendent where the employee's presence is needed for the care of the family member and a medical statement so stating is provided. Whenever an employee, in a given year (July 1 - June 30), has lost wage compensation due to zero days accumulated but does earn sick leave day(s) following such loss the employee, at the close of his/her work year, may request payment for the lost compensation and have the day(s) deducted from the accumulated leave. Sick days may also be used as per Article XII, D.

C. Medical Verification

Medical verification of illness may be required where an alleged pattern of absences exceeds five (5) days or when an employee is off on paid sick leave for three (3) consecutive days or more, or when the employer reasonably suspects the misuse of paid sick leave. The Superintendent may, at the Board's expense, require an employee to receive a physical or mental examination by an appropriate physician to determine whether involuntary sick leave is warranted.

D. Reporting

It is the responsibility of each employee to report unavailability for work prior to their normal starting time. Each employee shall at the time of reporting absence state the reason for absence, where the employee may be reached, and the anticipated length of absence.

E. Violation

Any employee who violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall be subject to discipline up to and including discharge.

F. Retirement Benefit

The following retirement benefit will apply to all employees who retire under MSPERS as of the date of ratification of the contract dated December 19, 1994.

Upon retirement, the employee will receive one-half (½) the hourly rate, based on regularly scheduled work hours, for one-half (½) his/her unused sick days.

To be eligible for this benefit the employee must actually retire under MSPERS.

G. Funeral Leave

A funeral leave shall be granted with pay for a period of not to exceed three (3) days to attend each funeral of an employee's immediate family to include the spouse, children, grandchildren, mother, father, brother, sister, mother-in-law, grandparents, step parents, step children, legal guardians and father-in-law. Two (2) additional days may be used by the employee and such days shall be, at the discretion of the employee, deducted from the employee's personal leave or vacation time.

H. Personal Leave

On July 1, after the first year or portion thereof, each employee is entitled to request three (3) personal leave days with pay to be used for personal business which cannot normally be conducted on Saturday's, vacation periods or hours that the employee is NOT scheduled to work. Personal leave days may be used on days that school is cancelled due to an Act of God, at the employee's request. Such leave shall be approved or disapproved under the following conditions:

1. Examples of appropriate business:

- a. Funeral not covered under bereavement leave policy
- b. Children's school activities (field trips, sporting events, etc.)
- c. Banking business scheduled during employee work hours (mortgage closing, etc.)
- d. Legal business scheduled during employee work hours
- e. Child care (employee's children only)

2. Examples of inappropriate business:

- a. Leave to be used for private or outside business for personal income
- b. Recreation (i.e., hunting, camping, etc.) purposes
- c. Shopping
- d. Used as a sick day

These examples are not intended to be all encompassing. Employees shall affirm that the request for personal leave is consistent with these contractual provisions.

3. Each day must be requested, in writing on the form provided by the Employer, at least (5) days prior to the date of such leave unless the reason for such leave is an emergency. In the case of an emergency the leave must be requested verbally prior to the leave and in writing as soon as possible thereafter.
4. Neither the first or second day shall be used on the workday immediately prior to or following a holiday and/or vacation days for the employee unless approval is received by the supervisor or designee.
5. Employees may carry over a maximum of two (2) personal leave days to the following school year. The first day shall be available to use as a personal leave day. The second day shall be added to accumulated sick leave days. Personal leave days will be capped at four (4).
6. The Employer shall not be liable for the actions of the employee while he/she is on such leave.

I. Conversion Formula

In the event the employee has a change in assignment which has a different number of regular daily work hours, the following formula will be applied to convert the current earned accumulation days to the new assignment. The formula is:

$$\begin{array}{l} \text{A times B} \quad = \quad \text{C} \\ \text{C divided by D} \quad = \quad \text{E} \end{array}$$

- A = Number of accumulated earned days in old assignment.
- B = Number of regular daily work hours in old assignment.
- C = Total earned accumulated hours in old assignment.
- D = Number of regular daily work hours in new assignment.
- E = Number of days to "carry over" to new assignment.

J. Community Interest Leave

1. Jury Duty

- a. Each employee who is subpoenaed to serve on a judicial jury or witness in the judicial process during regular work hours shall be absent with pay for the regular work hours missed because of such requirement. However such paid leave shall not be granted if the employee is the plaintiff or defendant.
  - b. Each employee who is not required to be present at the court during regular work hours shall report to his/her assignment.
  - c. Each employee receiving jury or witness compensation from the court or the subpoena party for such appearance shall submit the compensation (minus travel allowance) to the Employer to offset wages paid.
2. Employees who serve as volunteer firefighters in the community shall be released from duty without a loss of wages, but shall return if his/her shift has not been completed.

K. Child Care

A one (1) year, unpaid and without Board paid benefits, child care leave may, at the discretion of the Board, be granted to any employee provided the leave request is given by the employee to the Board at least thirty (30) days prior to the beginning of the leave, or as soon as possible, if in an emergency situation.

L. Leaves For Health Care Without Pay

Employees in need of a leave for health purposes shall submit a request in writing with proper supportive documentation (Doctor's statements, etc.) attached, to the superintendent. The request will be reviewed and given final approval or disapproval by the Superintendent. Leaves shall not be granted for a period of more than six months at one time. A request to extend the leave shall be treated by a new application for leave.

M. Family Medical Leave Act

To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by the law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement.

The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon bargaining unit members' greater rights or benefits than those for which they may be eligible under the Family and Medical Leave Act.

N. Coordination of Contractual Leave and Family Medical Leave Act

Due to the number of working hours to qualify for coverage under the Family Medical Leave Act, and other provisions of the law, some members of the bargaining unit do not qualify for coverage under the FMLA. Persons eligible for both coverage under the FMLA and contractual leave, are entitled to use whichever coverage would be to his or her greater benefit. However, when a person is eligible for coverage under both the contract and FMLA, the benefits shall run concurrently and not be tacked on one after another.

O. Paid/Unpaid Leave Coordination  
An employee shall not be placed on unpaid sick leave until he/she has used paid sick leave available. However, at the employee's option, he/she may reserve up to ten paid sick leave days for further use when on unpaid sick leave. It is the responsibility of the employee to exercise this option in writing to the payroll department in advance of any payment for such days.

P. Return from Sick Leave/FMLA Leave  
Upon return from sick leave/FMLA leave, the employee will be returned to his/her previous position if it remains vacant. If not vacant, he/she will be returned to a position carrying a similar number of hours at a similar rate of pay and benefits so long as he/she has more seniority than the person being replaced, and is qualified to perform the duties of the position.

Non-Union Position

Employees may request up to a one (1) year leave of absence to take a non-union position within the Hart Public School District. Seniority will continue to accrue and the employee may return to a vacancy within the bargaining unit within one year. Loss of seniority within the bargaining unit will occur after one (1) year.

ARTICLE IX  
HOLIDAYS

A. General Provisions

1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.
2. An employee must work the entire last regularly scheduled work day preceding the holiday in order to receive holiday pay. Any day which the employee has requested to be absent, with or without pay, and has received approval to be absent shall be considered the same, for this purpose only, as if the employee worked on the day of absence.

In the event the employee does not work the entire first scheduled work day immediately following the holiday and is not on official leave with or without pay he/she will report the emergency (reason for absence) to the Superintendent and will be paid for the holiday. In the event the employee is absent for more than the first scheduled work day following the holiday, unless excused by the Superintendent (non-grievable) he/she will not be paid for the holiday.

3. Probationary employees shall not be eligible for paid holidays.
4. In the event a holiday falls during an approved vacation, the employee will receive holiday pay.

B. Schedule of Days

1. 52 Weeks

Custodian/Maintenance/Secretary

Independence Day

Labor Day

Day before Thanksgiving (if school is not in session)

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's

New Year's Day

Good Friday PM (if school not in session)

Memorial Day

2. Secretaries (less than 52 weeks)

Labor Day

Day before Thanksgiving (if school is not in session)

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Good Friday PM (if school not in session)

Memorial Day

3. Food Service and Courier

Labor Day, provided the students are scheduled to report for classes prior to Labor Day

Day before Thanksgiving (if school is not in session)

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

New Year's Day

Good Friday PM (if school not in session)

Memorial Day

4. Paraprofessionals & Computer Lab and Media Assistants

Labor Day (Provided the students are scheduled to report for classes prior to Labor Day)

Day before Thanksgiving (if school is not in session)

Thanksgiving Day

Day after Thanksgiving

Christmas Day

New Year's Day

Memorial Day



Should the holiday fall on a Saturday, Friday will be off with pay except when school is in session on Friday then the employee shall receive holiday pay (no overtime pay) for Saturday but shall not have time off. When a holiday falls on Sunday, Monday will be off with pay except when school is in session on Monday then the employee shall receive holiday pay (no overtime pay) for Sunday but shall not have time off.

## ARTICLE X VACATION

### A. Conditions

1. Vacation days must be earned prior to using them. In the event an employee terminates employment prior to actually earning the days accrued in advance, the employee shall not be paid, or if the employee has used the days, shall reimburse the district for any unearned days. Vacation Days must be used within a 12 month period from the employee's anniversary date from which they were granted. Vacation days (Hours) which have been scheduled and are denied shall not be lost but shall be paid to the employee at his/her regular hourly rate in the employee's next regular paycheck.
2. Vacation days must be requested, by the employee, at least ten (10) working days in advance of the vacation time. A response shall be submitted within five (5) working days after the receipt of the request and if denied, the reason(s) for denial shall be given. The response and/or decision is final and not grievable.
3. Fifty-two (52) week employees will normally take vacation when school is not in session. These employees may use vacation at other times with the approval of the Superintendent. Vacation blackout dates shall be the week prior to the commencement of the school year and the first week of the school year.
4. For school year plus two (2) weeks or more, but less than 52 weeks employees, vacation time must be used during the school year vacation periods unless approval exception(s) are made by the Superintendent.
5. Vacation pay shall be based on the eligible employee's regular hourly rate and for the normal number of hours he/she would work per day except no overtime hours shall be included as of completion of anniversary date of employment.
6. To be eligible for vacation allotment based upon employee's years of service, the employee must have the requisite service years in a position eligible for vacation under Paragraphs B or C below. If the employee transfers from a position not eligible for vacation into a position where the employee would be eligible, the prior service time shall not count towards vacation credit.

### B. Vacation Earnings for Full Time (52 weeks per year)

Vacation days shall be based upon anniversary date of employment.

1. Completion of first full service year = 5 days.
2. Years 2 to 5 full service years = 10 days each year.
3. Years 6 to 17 full service years = 15 days each year.

4. Completion of eighteen (18) years of full service years on or prior to June 30 = 16 days.

C. Less Than Full Year Secretaries.

1. Completion of first full service year = 5 days.
2. Next four full service years = 7 days each year.
3. Next year and thereafter = 10 days each year.

ARTICLE XI  
VACANCIES AND TRANSFERS

A. Vacancy

1. A vacancy shall be defined as a permanent unfilled position in the bargaining unit which the employer intends to fill.
2. Temporary vacancies of twelve (12) weeks (60 workdays) or less shall not be considered a vacancy as defined by this Article and shall not be subject to the conditions set forth.
3. Seasonal vacancies shall be posted as "seasonal" including the duration the position is expected to last. Seasonal positions shall not last more than ninety (90) working days, all of which shall be deemed within a probationary period.
4. Employees changing classification shall be moved to the step that is closest to their present wage rate provided it is at least equal to or better than their current rate."

Note: The employer reserves the right to place any new employee on a higher pay step on the negotiated wage scale within that classification dependent on matching the skill set required in the job description.

- B. When a vacancy exists among positions represented by the Union, notice of such vacancy shall be posted on the bulletin board for a period of at least five (5) workdays and ten (10) workdays during the summer months when school is not in session. The Employer shall notify employees of vacancies during the summer months (June, July, and August) by sending notice of same to the president of the Union. Said posting shall contain:

1. Job title as it appears on the job description
2. Location of work
3. Anticipated starting date
4. Rate of pay
5. Anticipated hours to be worked per week
6. Shift to be worked

7. Requirements in addition to those on job description, if any
8. If a "seasonal position" the length of time it is expected to last

- C. Interested employees may apply in writing to the Superintendent, or designee.
- D. Vacancies shall be filled by the most \*qualified candidate. When two or more candidates are equally qualified, seniority shall prevail.
- E. The Employer 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 with a copy provided to the Union.
- F. In the event of promotion in or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.
- G. Involuntary transfers may be made due to elimination or consolidation of positions, for disciplinary reasons, to cover emergencies, to prevent disruptions, and/or to create efficiencies in operations. Any member involved in an involuntary transfer due to the elimination or consolidation of the position shall be given first consideration to his/her former assignment if such assignment is reinstated or becomes vacant.

Persons being considered for involuntary transfer shall have an opportunity to discuss the matter with the superintendent and/or designee prior to the transfer. When involuntary transfers are made the employee(s) will be notified in writing.

If the employer temporarily reassigns an employee to a position other than his/her normal position, the employee shall be paid his/her regular rate.

- H. The provisions of the Article (ARTICLE XI, VACANCIES AND TRANSFERS) shall not be operative while persons subject to recall under ARTICLE XIII are qualified and available to perform the available work.
- I. Reposting: When any bargaining unit position has the scheduled hours assigned increased by more than two and a half (2.5) hours per week or results in ineligibility for health insurance benefits, and the increase in hours is expected to last for 30 working days or more, the position will be reposted as a new position.

\*Qualified means: As determined by the Board

## ARTICLE XII WORK SCHEDULE

### A. Work Year, Weeks, Hours

The normal work year, weeks of employment, hours, and beginning/ending time of shifts will be listed on all job postings and/or job descriptions. The work schedule for various positions within a job description may vary among buildings, shifts, etc. Work schedules are subject to change by the Board in order to accommodate the needs of the district. Notification of changes in the work schedule will be submitted to the employee(s) involved and the Union at least ten (10) working days prior to the effective date of the change, except when an emergency situation requires a temporary change.

### B. Lunch Period

Duty free, unpaid lunch period shall normally be not less than thirty (30) minutes but not more than sixty (60) minutes as determined by mutual agreement between the employee involved and his/her supervisor. If mutual agreement cannot be ascertained, the supervisor will determine the length of the lunch period.

### C. Emergency Situations

In the event an employee is called during his/her off duty time because of an emergency and he/she does report for duty he/she will be paid a minimum of two (2) hours.

### D. School Closings

When school is closed to students on a scheduled attendance day:

1. Custodians, maintenance, and secretarial employees report to work for their regular shift and are paid for time worked. By agreement with the immediate supervisor, such employees can take the day off without pay or use a vacation day, sick day, or personal day if such days are available.
2. All other bargaining unit members will not report to work and may use personal or sick days, if available. Upon request of the immediate supervisor, such employees may work and be paid for time worked.
3. Cooks will be paid for a minimum of 1 hour if not notified 30 minutes prior to reporting time.

### E. Overtime

Employees who actually work more than 40 hours in any work week (Sunday through Saturday) will be paid for all hours beyond 40 hours at the rate of time and one half his/her regular hourly rate. Time and a half, regardless of the hours worked that week, shall be paid for working on a Saturday or Sunday, which is a non-school related event and the employee's time is being reimbursed by a third party.

1. All overtime needs to be approved in writing by the immediate supervisor in advance. In an emergency, if the immediate supervisor is unavailable, the employee should attempt to call the supervisor and leave a message about the emergency and the written authorization will be handled on the next working day.
  - A. Supervisors will try to equalize the amount of overtime offered among bargaining unit members similarly situated. For the purpose of this sub-section, overtime offered and declined will count in the equalizing formula.
  - B. Overtime is mandatory if assigned by the immediate supervisor.

2. To insure equitable distribution of overtime, employees will be called on a basis of seniority within buildings.

### ARTICLE XIII LAYOFF AND RECALL

A. Definition

Layoff shall be defined as a necessary reduction in the work force.

B. Notice

No employee shall be laid off unless notified of the layoff, in writing, at least twenty (20) calendar days prior to the effective date of the layoff.

C. Procedure

In the event of a layoff, the Employer shall first lay off probationary employees, if any, in the positions being eliminated within a classification. Thereafter, the Employer will lay off the least senior employees within that classification unless the lesser senior employee has training, experience, and/or qualifications necessary by the employer to maintain his or her position. The determination of an employee's qualification is at the sole discretion of the Employer.

The Employer shall not hire a new employee while there are laid off employee(s) who are \*qualified for a vacant or newly created position.

D. Reduction of Hours

In the event of a reduction in scheduled work hours, or elimination of a position through layoff, employee(s) with the greater seniority may maintain his/her number of work hours by displacing the least senior employee with the same or, in the even there is not a least senior employee within the classification with the same hours, fewer annual scheduled work hours, provided he/she qualified as determined by the employer and the least senior employee works the same or fewer annual scheduled hours. In no case shall a reduction of any employee's work hours, or a reduction in force take effect until twenty (20) calendar days after written notice to the affected bargaining unit member(s) is given.

E. Substitute

A laid off employee(s) shall, upon application, be granted priority status on the substitute list according to his/her seniority.

F. Insurance Benefits

Laid off employees may continue their insurance benefits, if any, by meeting COBRA requirements.

G. Recall

1. Laid off employee(s) shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified as determined by the employer within his/her classification.

2. Any employee who has served more than ninety (90) working days in a non-seasonal classification shall be deemed qualified as determined by the employer for any position in that classification where the employee is not currently employed.
3. Notices of recall shall be given in person or sent to the employee by certified or registered mail from the Central Administration Office to the last known address as shown on the Employer's records. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address.
4. The recall notice shall state the time and date on which the employee is to report back to work.
5. A recalled employee shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work.
6. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period.
7. Employees recalled to full-time work for which they are qualified as determined by the employer are obligated to take said work. An employee who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights and is considered a termination.
8. If the employee is laid off for more than twelve (12) months, the employee shall be removed from the recall list, however, the employee may extend his/her right of recall an additional year by sending a letter by April 1 of that year for such an extension.

H. Posting

When a position(s) becomes available and one or more persons are on layoff who are qualified to fill the position(s) said positions will not be posted as vacancies under Article XI, but shall be filled by recall as set forth above.

## ARTICLE XIV UNION OPTION

No bargaining unit member is required to become or remain a member of the Union as a condition of employment.

## ARTICLE XV GRIEVANCE PROCEDURE

A. Definition

1. A claim by an employee(s) or the Union that there has been a violation or misapplication, of any specific provision of the Agreement, may be processed as grievance as hereinafter provided.
2. A day(s) as used in this Article means a calendar day.

B. Hearing Levels

1. Informal Oral Level I

When a cause for claim occurs, and within ten (10) days from date of cause, the affected employee(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the claim. The Union may be notified by the employee(s) and a representative thereof may be present with the employee(s) at such meeting. If the employee(s) is/are not satisfied with the result(s) of the meeting, he/she may formalize the claim in writing as provided hereunder.

2. Formal Level II

If a claim is not resolved in a conference between the affected employee(s) and their immediate supervisor, the claim may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected employee(s). Written grievances as required herein shall contain the following:

- a. It shall be signed by the grievant or grievants or Union steward;
- b. It shall contain a synopsis of the facts giving rise to the alleged violations;
- c. It shall cite the section or subsections of this contract alleged to have been violated;
- d. It shall contain the date of the alleged violation;
- e. It shall specify the relief requested.

3. A copy of the grievance shall be sent or given by the employee(s) to the Union and the immediate supervisor. The immediate supervisor shall, within ten (10) days of the receipt of the grievance, render a written decision. A copy of this decision shall be sent or given by the supervisor to the employee(s) and the Union.

4. Formal Level III

If the employee is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within ten (10) days of receipt of the grievance, the grievance shall be transmitted to the superintendent or his/her designee. Within ten (10) days after the grievance has been so submitted, the superintendent or his/her designee shall meet with the grievant and the Union representative on the grievance. Within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the employee(s).

5. Formal Level IV

If the Union is not satisfied with the disposition of the grievance at Level III or if no disposition has been made within the period provided in Level III, the grievance may within ten (10) days be submitted to arbitration. The arbitrator shall be selected from a list provided by the American Arbitration Association in accordance with the rules which shall likewise govern the arbitration proceeding.

C. Arbitration Procedure

1. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

2. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
3. Any monetary awards of the arbitrator shall be limited to the actual losses of wages and fringe benefits subject to this contract claimed by the grievant, and no awards for punitive damages shall be prescribed.
4. Arbitration awards or grievance settlements will not be retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than the beginning date of the school year in which the grievance was filed.
5. The Arbitrator's fee shall be shared equally by the Union and Board.
6. He/she shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice policy, rule or any action taken by the District provided that the same are not in conflict with the express provisions of this Agreement.
7. He/she shall have no power to decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law.
8. He/she shall have no power to rule upon the content of an employee evaluation. However, failure to follow the evaluation process shall be arbitrable.
9. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
10. The decision of the Arbitrator shall be final and conclusive and binding upon bargaining unit members, the District and the Union; subject to the right of the District or the Union to judicial review, any lawful decision of the Arbitrator shall be forthwith placed into effect.

D. Miscellaneous Conditions

1. The term "days" when used in this Article shall mean calendar days. Time limits may be extended by mutual written agreement.
2. Any claim while this Agreement is in effect, including a mutually agreed upon extension of the Agreement, may be processed through the grievance procedure until resolution. No grievance or claim shall be filed for any cause which occurred prior to the effective date of this Agreement or after the termination date of this Agreement except for the articles and sections, if any, which were mutually agreed to extend and only up to their termination date.
3. An employee, who must be involved, as the aggrieved and/or to testify, in an official hearing required by the grievance procedure during the work day shall be excused with pay for that purpose.

ARTICLE XVI  
WAGES

For 2015-16, there will be a 1% wage increase and a step for employees not yet at Step 5.



**HESPA - Schedule of Hourly Wage  
2015/16**

**Years of Service**

101.00%

<b>Position/Classification</b>	<b>Base</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>
Paraprofessional	\$ 9.04	\$ 9.49	\$ 9.97	\$ 10.46	\$ 10.89	\$ 11.10
Media & Lab Assistant	\$ 10.75	\$ 11.28	\$ 11.85	\$ 12.43	\$ 12.94	\$ 13.19
Secretary	\$ 11.01	\$ 11.56	\$ 12.14	\$ 12.75	\$ 13.26	\$ 13.52
Food Service - Server	\$ 8.38	\$ 8.80	\$ 9.24	\$ 9.71	\$ 10.09	\$ 10.29
Courier	\$ 8.38	\$ 8.80	\$ 9.24	\$ 9.71	\$ 10.09	\$ 10.29
Custodian	\$ 11.17	\$ 11.73	\$ 12.31	\$ 12.93	\$ 13.44	\$ 13.72
Grounds	\$ 11.68	\$ 12.25	\$ 12.87	\$ 13.51	\$ 14.05	\$ 14.33
Maintenance	\$ 16.17	\$ 16.98	\$ 17.83	\$ 18.72	\$ 19.47	\$ 19.86

**The following stipends shall be added to the hourly wage schedules listed above:**

An additional stipend of \$0.35 per hour shall be paid to Night Custodians during the school year

An additional stipend of \$1.75 per hour shall be paid to Parapros with a CDA or Associates in field

An additional stipend of \$0.25 per hour shall be paid to Health Care Parapros

An additional stipend of \$1.25 per hour shall be paid to the Cook(s)

**Note:** Step increases shall be applied on the employee's anniversary date

**Uniforms will be provided as follows:**

The District will provide up to five (5) uniforms per year for each custodial and maintenance employee. The district will provide up to two (2) shirts and two (2) aprons per year for each food service employee. Laundry services are the responsibility of the employee. Employees will wear uniforms while on duty, except uniforms shall not be required when an employee is called in on short notice outside of his/her regular shift.

**Definition of Health Care Paraprofessional:**

A Health Care Paraprofessional is defined as an employee whose duties include the medical or hygiene needs of a student; i.e., but not limited to: feeding tube, diaper changing, assistance in restroom, blood monitoring, colostomy changing/cleaning or health care services to students as directed by an IEP, physician, or other professional.

## ARTICLE XVII INSURANCE

The Board and the Association, by mutual consent, may change carriers during the duration of this agreement and such change shall not be interpreted as amending or reopening the contract.

A. The employer shall provide health and other benefit coverage to each eligible employee as outlined below:

1. Beginning July 1, each employee opting for insurance will be responsible for the amount of insurance cost above what is covered in the hard cap language of PA152. This contribution will be processed through payroll deduction and subject to the District's Section 125 cafeteria plan.
2. Full-time, full-year employees who work 2080 hours per year are eligible to receive Plan A or if the employee has other health insurance available Plan B for their family. Those needing health insurance coverage shall elect Plan A as provided below. Those electing Plan B shall receive in addition to the insurance, an amount equal to the \$400 to be allocated in accordance with the District's Section 125 Cafeteria Plan. This paragraph covers custodians, maintenance, and secretarial employees who meet the above criteria.
3. Secretaries who work eight hours a day for the school year plus at least two weeks per year receive the same insurance benefits as described in A above, except the District will pay 11/12ths of the cost and 1/12<sup>th</sup> of the cost will be deducted from pay checks.
4. Food Service, media assistant and paraprofessional employees who work less than 2080 hours per year shall not be eligible for employee paid insurance under the contract. Employees who are not otherwise eligible for insurance coverage may, through payroll deduction, purchase health insurance at his or her own expense.
5. All other bargaining unit members in 2, 3 or 4 above may elect to receive any of the benefits listed in Plan B. The district will pay that share of the cost of the benefits selected which is equal to \$0.65 for each regularly scheduled hour of work during the month. Any remaining cost shall be paid out of payroll deductions from his/her checks. Should an employee elect to participate in Pack A health insurance rather than any Plan B Benefits, the District's share would continue to be the amount described above, and all of the remaining costs would be payroll deducted.

B. Miscellaneous Insurance Provisions

1. It is the responsibility of the employee to properly enroll in eligible programs and to update records and enrollment promptly. The employer's responsibility is limited to the payment of premiums for that share of the costs as determined above, for those persons who have properly and timely enrolled.
2. The insurance benefits described above begin on the first day of the month after employment in the bargaining unit and after the employee has signed up for said insurance with the business office.
3. Payroll deductions will be computed by the formula established above, but the actual amount of deduction will change from time to time as the premiums are adjusted.

4. Deductibles are computed on a calendar year basis. The employer shall establish and deposit for each employee covered by the plan a Health Savings Account (HSA) or a Health Reimbursement Account (HRA) not later than the first business day in January an amount equal to the employees deductible amount consistent with the provisions of the internal revenue code.
5. In the event an employee becomes eligible and elects medical coverage after January 1 of each year, an HRA or HSA shall be established for that employee for the calendar year. The employer agrees to continue to fund the deductible amounts at a level equal to the funding levels established above and shall continue through the end of the school year.
6. When an employee leaves employment with the district, insurance terminates on the last day of the month in which the employee works.
7. Any member electing to take the insurance benefit will cost share their portion of their premium stated in Section 4.

<b>PLAN A BENEFITS</b>	
Health Plan:	<b>MESSA ABC PLAN 1</b>
<b>Ancillary Benefits</b>	
LTD Percentage:	66 2/3
Maximum Monthly Benefit:	\$3,500
Qualifying Period:	90 CDMF
Alcoholism/Drug Waiver:	SAME AS
Mental/Nervous Waiver:	SAME AS
Social Security Offset:	Family
2 Year Own Occupation:	Yes
Minimum Payout:	5%
Survivor Income Benefit:	No
Pre-Existing Condition Waiver:	Waived
Education Supplement Benefit:	No
Maternity Coverage/Rehabilitation:	Standard
Freeze on Offsets:	Yes
LIFE VOLUME w/AD&D:	\$10,000 w/AD&D
Vision Plan:	VSP 2
DENTAL: Class I, II, III + Max.: Class IV + Max.:	80/80/80 1300 (1000)

\*LTD, Life, Vision and Dental benefits shall be purchased through MESSA unless they are not available through that carrier.

<b>PLAN B BENEFITS</b>	
LTD:	SAME AS PLAN A
LIFE VOLUME w/AD&D:	\$10,000 w/AD&D
Vision Plan:	VSP 3
DENTAL: Class I, II, III + Max.: Class IV + Max.:	SAME AS PLAN A

\*LTD, Life, Vision and Dental benefits shall be purchased through MESSA unless they are not available through that carrier.

ARTICLE XVIII  
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall continue in effect until midnight, June 30, 2016.

HART EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

HART PUBLIC SCHOOLS  
BOARD OF EDUCATION

By: Lisa Mills 7-22-2015  
President, H.E.S.P.A

By: [Signature]  
President, Hart Board of Education

By: Jacy Ramsay  
HESPA Chief Negotiator

Dated: 7/21/2015

Dated: 7/20/2015

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



me of the Pirates

# Hart Public Schools

301 W. Johnson Street, Hart, MI 49420  
Phone: 231-873-6214 ~ Fax: 231-873-6244



www.hart.k12.mi.us

## UNDERSTANDING BETWEEN HART PUBLIC SCHOOLS AND THE HART EDUCATION SUPPORT PERSONNEL ASSOCIATION

Per conversation on August 13, 2012 between Kim Lamb and Barbara Gowell agreeing to this letter and no further issues with the (3) three exempt employees.

Barbara Gowell  
Barbara Gowell, Interim Superintendent

8/14/12  
Date

Kim Lamb  
Kim Lamb, HESPA Negotiations Rep.

8/21/12  
Date

Hart High School  
CA Accredited Bldg.  
300 W. Johnson Street  
Hart, MI 49420  
PH: 231-873-5691  
FX: 231-873-0586

Hart Middle School  
308 W. Johnson Street  
Hart, MI 49420  
PH: 231-873-6320  
FX: 231-873-0245

Spitler Elementary  
302 W. Johnson Street  
Hart, MI 49420  
PH: 231-873-6340  
FX: 231-873-7042

Diman-Wolf Early Childhood Center  
306 W. Johnson Street  
Hart, MI 49420  
PH: 231-873-6330  
FX: 231-873-5162

Transportation  
304 W. Johnson Street  
Hart, MI 49420  
PH: 231-873-6300  
FX: 231-873-3866

"Hart Public Schools do not discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, marital status, or any other legally protected characteristic, in its programs and activities, including employment opportunities."