

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HEMLOCK PUBLIC SCHOOL DISTRICT

AND

HEMLOCK AUXILIARY SERVICE EMPLOYEES LOCAL

(Affiliate of Local 3509, Hemlock Federation of Teachers AFT, MFT, AFL-CIO)

2017-18, 2018-19, and 2019-20

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ARTICLE I  
RECOGNITION

- 1.1 The Board hereby recognizes the Hemlock Auxiliary Services Employees Local Hemlock Support Staff of the Hemlock Federation of Teachers, Local 3509, AFT, MFT, AFL-CIO, as the sole and exclusive bargaining representative in all matters prescribed by law and as defined in applicable provisions of Act 379 of the Public Acts of 1965, as amended, and as certified in Case No. R76-E-280 of the Michigan Employment Relations Commission.
- 1.2 The term “employees” when used hereinafter in this Agreement shall refer to all personnel represented by the Federation in this bargaining agreement.
- 1.3 All references to male employees shall be equal in reference to female employees of this bargaining unit.
- 1.4 Nothing contained herein shall be construed to prevent, deny or restrict to any employee, rights he may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 1.5 This Agreement preempts any policy of the Board governing wages, hours and conditions of employment which is in conflict with its written provisions.
- 1.6 If any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction in the State of Michigan or the United States, whichever is applicable, or from whose judgment no appeal has been taken within the time provided for doing so and in that event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law; all other provisions of this Agreement shall continue in full force and effect.
- 1.7 In the event this Agreement or any part of this Agreement is found contrary to law under the conditions described above, the parties shall meet to renegotiate the items in question immediately.
- 1.8 The entire Agreement or specific provisions of the Agreement can be rejected, modified, or terminated by an emergency financial manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.
- 1.9 This contract will comply with all new state laws.
- 1.10 If the school district adopts a balanced calendar while this contract is in effect the bargaining unit may request to open this agreement.

## ARTICLE II

### FINANCIAL RESPONSIBILITY

- 2.1 It is recognized that because of religious convictions or otherwise, some employees may object to joining any organization engaged in collective bargaining. It is also recognized that the proper negotiation and implementation of collective bargaining agreements entail expense to the Federation. Furthermore, it is recognized that this expense shall be shared by all members of the bargaining units that enjoy its benefits and security.
- 2.2 All authorizations for payroll deductions (to exclude union dues) will be made on one form and shall be available for any financial institution.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### 3.1 Definition:

Any claim by an employee or the Federation that there has been a violation, misinterpretation, or inequitable application of the specific terms or provisions of this Agreement, or a complaint concerning disciplinary action provide which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth herein.

#### 3.2 Procedure for handling:

- 1) The employee who feels that he has a grievance should first take the matter up verbally with his immediate supervisor who will attempt to resolve it with him.
- 2) If this fails to resolve the grievance, the employee and/or the Union shall reduce the grievance to writing (within ten (10) working days following the knowledge of the act or condition which is the basis of the grievance) specifying the section of the contract he alleges is violated, the events that caused the alleged violation and the remedy he seeks.
- 3) Within five (5) working days of receipt of the written grievance, the supervisor shall arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the employee may appear personally or he may be represented by the Federation stewards, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the employees.
- 4) Within five (5) working days after such conference or longer if mutually agreed to, the supervisor shall answer such grievance in writing.
- 5) If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the supervisor's decision will be final.
- 6) If the Federation does not accept the supervisor's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him within five (5) working days from the date of the supervisor's written decision.
- 7) Within ten (10) working days of receipt of the written appeal, the Superintendent or his designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the employees.

- 8) Within ten (10) working days after the conference or longer if mutually agreed to, the Superintendent or his designated representative shall answer such grievance in writing.
- 9) Such answer shall be final and binding unless appealed to the next step within thirty (30) calendar days from the date of the Superintendent's written decision.
- 10) If the grievance is not settled at the preceding step the parties agree first to try in good faith to settle the dispute via non-binding mediation administered by the American Arbitration Association under its Employment Arbitration Rules and Mediation Procedures, before resorting to binding arbitration, litigation or some other dispute resolution procedure.
- 11) If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of the Union. The matters to be arbitrated shall be submitted to a board of three (3) arbitrators as follows:
  - A. Within the thirty (30) days referred to above (Step 9) the party choosing to arbitrate must give written notice to the other party setting forth specifically the nature of the dispute to be arbitrated and designating one (1) arbitrator selected by it.
  - B. Within five (5) working days from the receipt of such notice, the other party shall notify the first party its statement of the matter to be arbitrated
  - C. The parties may waive the three (3) member panel by mutual agreement.
  - D. Within five (5) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days, the American Arbitration Association will be asked to submit a panel in accordance with their rules.
- 12) The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), and cost of the hearing room shall be borne equally by both parties. All other expenses incurred shall be paid by the party incurring them.
- 13) The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board of Arbitration shall, therefore, not have authority nor shall it consider its function to include, the decision of any issue not submitted

or to so interpret or apply the Agreement as to change what can fairly be accepted rules of contract construction. The board of Arbitration shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to, any of the terms or provisions of this Agreement. Past Practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify or result in, what is in effect a modification (whether by addition or detraction) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render a decision or not to render a decision merely because in its opinion such decision is fair or equitable or because in its opinion it is unfair or inequitable.

- 14) Unless expressly agreed to by the parties, in writing, the Board of Arbitrators is limited to hearing one issue or grievance upon its merits at any one hearing. Separate Boards of Arbitration shall be constituted for each grievance appealed to binding arbitration.
- 3.3 Any employee who is a member of the bargaining units covered under this Agreement, or any group of such employees or the Federation believing that they aggrieved, may file a grievance and have it resolved in accordance with the principles and procedures designated in this Article.
- 3.4 An employee or group of employees may be represented at any level of the grievance procedure by a designated representative of the Federation.
- 3.5 The primary purpose of this grievance procedure is to secure equitable solutions at the lowest supervisor level possible. Both the Federation and the Board agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.
- 3.6 The term “days” in this article shall mean calendar days except where otherwise indicated.
- 3.7 It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered to be the maximum and every effort should be made to expedite the process. The parties may, however, mutually agree to extend the time limits at any step.
- 3.8 Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally with this supervisor as described in Level One of the grievance procedure.
- 3.9 No reprisals of any kind shall be taken by or against any party of interest or any participant in the procedure by reason of such participation.
- 3.10 A grievance may be withdrawn by mutual agreement at any level without prejudice.



- 3.11 Neither party may assert in arbitration proceedings any evidence not disclosed to the other party prior to the arbitration hearing.
- 3.12 In processing grievances up to but not including arbitration, release time will be granted upon mutual consent by the aggrieved person, Federation and Superintendent.

## ARTICLE IV

### DISCIPLINARY SUPPORT & PROTECTION OF EMPLOYEES

- 4.1 In the event an employee is subjected to an unprovoked assault which arises out of and in the course of his/her employment, it shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to the assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- 4.2 In the event the employee is the subject of a civil action filed by someone other than an employee of the Board which arose out of and in the course of his/her employment, the Board will provide legal counsel and render the necessary assistance to the employee in his/her defense, provided the employee's conduct was justified based on what a reasonable and prudent person would do in like or similar circumstances.
- 4.3 The employee shall be paid without loss of time, seniority, or other benefits for any injuries incurred or time lost in pursuing the legal action under this article.
- 4.4 The Board of Education recognizes its responsibilities to give all reasonable support and assistance with respect to the maintenance of student discipline in the school district.
  - 1) Whenever it appears that a particular student interferes with an employee in the performance of his/her duties or persistently misbehaves while under the charge of an employee, said student's behavior shall be immediately reported to the supervisor in charge. A form shall be made available for such reports. Included on this form shall be a section for the supervisor to indicate to the employee the type of investigation and the remedy developed for the incident in question.

## ARTICLE V

### EMPLOYEE RIGHTS & RESPONSIBILITIES

- 5.1 Employees shall be entitled to perform their duties under fair, safe, healthful and equitable working conditions as regulated by the State and Federal Occupational Safety and Health Act. When such conditions do not prevail, the affected employee(s) shall notify their supervisor immediately of any deficiencies. The Board shall make all reasonable attempts to correct such deficiencies as soon as possible.
- 5.2 An employee shall have the right to recommend the removal of material from his file that is in error. Provided cause is shown, the material will either be corrected or expunged from the file.
- 5.3 Those employees who are assigned unusual responsibilities or difficult situations outside their area of normal training will not be expected to meet the same expectations as other employees.
- 5.4 For just cause, the Board or its representative may reprimand, suspend without pay, demote, discipline or discharge an employee. In the event the above is unjust, the employee shall receive an appropriate penalty as agreed to by the parties or directed by the arbitrator.
- 5.5 When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or warning which is to be affixed to his/her personnel file, the employee shall be promptly notified of the action taken in writing.
- 5.6 Records of disciplinary action must be specific in content, signed by the contributor and a copy furnished to the employee.
- 5.7 Whenever practical, employees shall be counseled privately for corrective action.
- 5.8 Employees within the unit will have similar performance expectations across the district.
- 5.9 The use of surveillance equipment to monitor employees shall be allowed only in a case where an accusation or formal complaint has been made against an employee and an investigation ensues.
- 5.10 The district shall retain the right of assignment of all employees. When making assignments employee skill, experience, and certification will be primarily considered all things being equal seniority will be the deciding factors. Right of assignment excludes the bus driver position.

## ARTICLE VI

### FEDERATION RIGHTS AND RESPONSIBILITIES

- 6.1 The Federation shall have the right to elect or designate up to two (2) employees from each classification as stewards. Each steward shall have an alternative who shall function only in the absence of the regular steward all of whom shall have completed their probationary periods. Stewards shall be permitted to confer with bargaining unit employees with respect to formally filed grievances during normal working hours.
- 6.2 The Federation shall inform the Board in writing as to who has been appointed or elected as bargaining unit stewards and alternates.
- 6.3 The Federation shall have the right to use the school facilities and equipment for the purpose of duplication, calculation and audio visual when such equipment is not otherwise in use. Federation use of school facilities and equipment will be permitted provided that:
  - 1) Request is made and use arranged for in advance.
  - 2) The use is strictly to service the legitimate purposes of the Federation, such as duplication of records, notices, correspondence, etc.
  - 3) The purpose is for the internal business of the Federation and is not for public distribution.
  - 4) Such use is not detrimental to the best interest of the school district.
  - 5) The Federation shall reimburse the school for any expendable supplies.
- 6.4 The Federation shall have the exclusive right over any other employee organization to post notices of its activities and matters of Federation concern on Federation bulletin boards, one which shall be provided in each school facility.
- 6.5 The Federation shall have the right over any other employee organization to use inner-school mail service and mailboxes for communications to its members provided distribution of Federation mail does not require the Board of Education to expend additional moneys or allocate additional personnel time to perform such service.

## ARTICLE VII

### BOARD RIGHTS & RESPONSIBILITIES

- 7.1 The Federation recognizes that the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States.
- 7.2 The Federation further recognizes that the exercise by the Board of the foregoing rights, power, authority, duties and responsibilities shall be limited by the provisions of this Agreement and this only to the extent permitted by the law and Constitution of the State of Michigan and the United States.
- 7.3 As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of rights conferred by Act 379; that it will not directly discriminate against any employee with respect to hours, wages, or any terms or conditions of employment because of his/her membership in the Federation or collective professional negotiations with the Board, his/her participation in any activity of the Federation not in conflict with this Agreement, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 7.4 The Board agrees to furnish the Federation upon request, information concerning the financial resources of the district, including but not limited to annual financial budgets or reports, register of bargaining unit personnel, county allocation, budgets, agenda and minutes of all Board meetings, names and addresses of all employees, salaries paid thereto and educational background, and such other information that is necessary for negotiations and the representation and processing of grievances. Such information shall be transmitted to the Federation within a reasonable time or the Federation shall be notified if such information is not available.
- 7.5 Board agrees that it shall be a violation of the Agreement for the Board and Federation to limit, segregate, or classify any employee which in any way deprives, or tends to deprive, any employee of employment opportunities or otherwise adversely affects their status as an employee because of such individual's race, color, religion, sex, age, marital status or national origin. This is not intended to prevent the Board from establishing a reasonable and equitable retirement policy for its employees.
- 7.6 The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices will not be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

ARTICLE VIII

SENIORITY

8.1 Job classifications shall be as follows:

**Unit I**

|             |           |
|-------------|-----------|
| Bus Drivers | Bus Aides |
|-------------|-----------|

**Unit II**

|             |                   |
|-------------|-------------------|
| Secretaries | Paraprofessionals |
|-------------|-------------------|

**Unit III**

|                       |               |                    |
|-----------------------|---------------|--------------------|
| Head Custodian        | Custodian     | Head Maintenance   |
| Maintenance Assistant | Head Mechanic | Mechanic Assistant |
| Monitor               |               |                    |

**Food Service Department:**

| Group I                   | Group II                  | Group III  | Group IV |
|---------------------------|---------------------------|------------|----------|
| Head Cook                 | 2 <sup>nd</sup> Assistant | Servers    | Driver   |
| 1 <sup>st</sup> Assistant |                           | Cashiers   |          |
| Baker                     |                           | Dishwasher |          |

- 8.2 System-wide seniority shall be determined for each employee as his last date of hire on a system-wide basis, with regard to fringe benefits (i.e. retirement, sick days, longevity, and vacation allowance as specified herein). There will be no seniority for a second job classification
- 8.3 Job classification seniority shall be determined for each employee effective his first day assigned to the job classification provided the employee has successfully completed his trial or probationary period.
- 8.4 An employee who has moved from one job classification and moves back to his former job classification shall maintain his full system-wide seniority.
- 8.5 Absences from work due to illness, accident, leaves of absence or layoff shall not be construed as a break in continuous service except as hereinafter provided.

- 8.6 In the event an employee is transferred to a position under the Board not included in the bargaining unit and is thereafter transferred again to a position with the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees returning to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- 8.7 Probationary Employees: there shall be no seniority for probationary employees nor shall any benefits be granted during that time. New employees hired under this contract shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their employment. When employees completes the probationary period, they shall be entered on the seniority list and shall rank for seniority from the date of original employment (first day worked). If more than one employee is hired on the same day, their seniority will be determined by lot.
- 8.8 The Board will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards as soon as possible after September 30<sup>th</sup> of each year and changes as they occur. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their most recent hiring date, starting with the employee with the greatest amount of seniority at the top of the list.
- 8.9 Probationary employees shall receive only those rights and benefits specifically provided for them in the Agreement.
- 8.10 An employee shall lose his seniority for the following reasons:
- 1) He quits or retires.
  - 2) He is discharged and the discharge is not reversed through the grievance procedure.
  - 3) He fails to return to work within ten (10) working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.
  - 4) He is absent from work five (5) consecutive working days without advising the Board unless the employee can demonstrate there were extenuating circumstances preventing such notification.

## ARTICLE IX

### LAY-OFF

- 9.1 Notwithstanding their position on the seniority list, the stewards of the Federation shall, in the event of a layoff for lack of work, be continued at work so long as there is a job in their district for which they have the ability to perform and shall be recalled to work following a layoff on the first open job for which they have such ability. It is understood and agreed that in the event of a curtailment of the work force, stewards shall be required to exercise their actual seniority under the terms of this Agreement until such time as actual seniority will no longer permit them to remain at work in their district, at which time the super-seniority provided for in this paragraph may be invoked.
- 9.2 The word "layoff" means a reduction in the working force.
- 9.3 In the event of a layoff, the order of layoff within any given classification shall be: first, temporary employees; next, probationary employees; next, other employees in accordance with their seniority provided those employees remaining in the classification can perform the available work
- 9.4 Whenever practical, the Board shall provide individual employees with thirty (30) days written notice prior to any layoff. However, one week shall be given on any layoff for economic reasons.
- 9.5 Any seniority employee within a job classification removed shall be able to exercise seniority right to bump:
- 1) Into an equal or lower paying job classification in any department within the bargaining unit he had satisfactorily held previously.
  - 2) If he had not held an equal or lower job classification he shall have the right to bump into the next lower job classification within their department for which he is qualified.
  - 3) An employee who has bumping rights as set forth above shall have the right to either exercise the bump or to accept the layoff until recalled and the employee shall not be deemed to have refused work.
  - 4) The least senior employees who remain unplaced after the reduction in the required job classification and bumping is completed shall be laid off.



## ARTICLE X

### RECALL

- 10.1 Employees laid off through the procedures as stated in this Agreement shall be maintained on a recall list for a period equal to their system-wide seniority but in no case more than three (3) years.
- 10.2 Laid off employees shall be recalled in the inverse order of the layoff, the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid off or, if he had bumped down from his original position in the reduction of the work force before being laid off, to such former position.
- 10.3 Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report to work within ten (10) days after delivery or proof of a non-delivery. If an employee fails to report for recall, he shall be considered a quit, unless there are extenuating circumstances.

## ARTICLE XI

### ASSIGNMENT

11.1 **Unit I** – An employee working fewer than fifty-two (52) weeks per year and who is requested to work by the employer during the summer shall be paid the rate provided for under this Agreement.

**Unit II** – All employees shall be granted a minimum of two (2) hours of pay when called in for special assignments outside of regular working hours.

**Unit III** – An employee working fewer than fifty-two (52) weeks per year and who is requested by the employer to work during the summer prior to the regular return of employees for the next school year shall be paid his/her regular rate.

11.2 When an employee works temporarily in a higher classification for more than one (1) day in any year, he/she will be paid the rate of the higher classification for that day. When an employee temporarily works in a lower classification, he/she shall suffer no loss of pay.

11.3 The supervisor has the right to adjust part-time work schedules for up to thirty (30) minutes per day without having to post the position. Such adjustments will only occur in situations where the change is expected to last less than 90 days.

11.4 **Unit I** – All bus routes shall be put up for bid each school year. Employees shall be given their preference based on seniority, the top seniority driver being given the first preference of all routes. Once a driver has made his/her route choice, he/she cannot change unless there is a posted vacancy.

**Unit II & III** – All employees working twenty (20) hours or more per week shall be entitled to a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon at times mutually agreeable with their supervisor.

11.5 **Unit I** – Special run assignment shall be made by the Superintendent or his/her designee who shall assign regular drivers according to seniority. All drivers shall be eligible for special trips. The superintendent will endeavor to assign special trips on an equitable basis over the course of the school year. An employee who is assigned on a special trip and who does not accept the trip shall be charged the hours of the trip for the purpose of achieving equitability of special run hours.

**Unit II & III** – All employees working four or more hours a day shall be entitled to a thirty (30) minute uninterrupted duty-free lunch period.

11.6 **Unit I** – All regular drivers interested in doing substitute work shall make it known to the Superintendent or his/her designee at the beginning of the year. The Superintendent will

assign drivers on an equitable basis over the course of the year. It is understood that the Superintendent or his/her designee shall schedule regular drivers by seniority before calling upon substitute drivers. Upon refusal of an opportunity for a substitute run by a regular seniority driver, the employee shall be charged with the hours of the trip for the purpose of achieving equitability of hours and further, the Superintendent may fill the run in whatever manner he/she deems necessary.

**Unit I & II & III** – Overtime actually worked and authorized by supervision in excess of forty (40) hours per week shall be compensated at the rate of time and one-half the employee's regular rate of pay. Sunday and holiday work shall be compensated at twice the amount of the employee's regular rate of pay.

- 11.7 **Unit II** – Employees shall be required to report to work when schools are closed due to inclement weather, failure of heating equipment and other acts beyond the control of the employer. Employees who are unable to report for work because of weather conditions will be allowed to use a personal or vacation day for the time missed. (This provision applies to secretaries only).

**Unit III** – Employees within this unit shall be required to work when schools are closed due to inclement weather, failure of heating equipment and other acts beyond the control of the employer. Employees who are unable to report to work because of weather conditions will be allowed to use a personal or vacation day for the time missed after the second snow day. (This provision applies to maintenance, mechanic and custodians).

- 11.8 The closing of schools due to inclement weather, failure of heating equipment and other acts beyond the control of the employee shall not result in loss of pay or other benefits to the employees if they were scheduled to work that day. This will not exceed two (2) days unless the Superintendent or his/her designee requires the employee to work. The Board agrees to notify all employees as soon as possible of the closing of schools due to conditions described above. This provision applies to paraprofessionals, monitors, bus drivers/aides and food service personnel only. Employees who are unable to report for work because of weather conditions will be allowed to use a personal or vacation day after the use of two (2) snow days.

- 11.9 If the State Department of Education requires Hemlock Public School District to meet any minimal requirements of instruction days and/or student clock hours as a result of an Act of God, the Federation agrees to meet all such requirements without additional cost to the District. This provision applies to monitors, paraprofessionals, bus drivers/aides and food service personnel only.

- 11.10 **Unit III** – All employees shall be granted a minimum of two (2) hours of pay when called in for special assignments or emergencies outside of regular working hours.

11.11 **Unit I** – Overtime actually worked and authorized by supervision in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half the employee's regular rate of pay. Sunday and holiday work shall be compensated at twice the amount of the employee's regular rate of pay.

**Unit III** – Extra work will be rotated among food service employees who have completed specific training and can demonstrate competency in the needed area as determined by the food service director or his/her designee before offering work to other existing employees. Extra work must not interfere with regular scheduled hours.

11.12 **Unit I** – All drivers shall be paid for time taken to fuel and clean the buses. It is understood that drivers who have layover time shall fuel and maintain the bus during that time. This provision shall apply for special trips also.

11.13 **Unit I** – All employees shall be granted a minimum of two (2) hours pay when called in for special assignments, emergencies, or cancellation of trips on weekends after being assigned, if the employee shows up for the trip before being notified of the cancellation; except for inclement weather. If a trip time is changed which results in a driver having to take off an extra run, there will be no loss in pay.

11.14 **Unit III** – It shall be the responsibility of the mechanic/head mechanic to regularly wash and maintain the appearance of the buses as time permits.

## ARTICLE XII

### VACANCIES & POSTINGS

- 12.1 All job openings and newly created jobs within the bargaining unit shall be posted listing the specific minimum requirements for the position for a period of five (5) working days in a conspicuous place in each school facility prior to filling such position.
- 12.2 Employees interested in the vacancy shall apply in writing within the posting period.
- 12.3 In the event two or more applicants apply for the same vacancy and merit, ability and capacity are equal, the Board shall appoint the individual having the greatest seniority to the position.
- 12.4 If an employee's request for a transfer is granted, he must remain in the position for at least one (1) calendar year or work year whichever is lesser and providing he successfully completes his break-in period.
- 12.5 A leave of absence for less than six (6) months shall not be considered a vacancy.
- 12.6 A permanent job vacancy known to exist for 90 days is considered a vacant position. Such vacancy will be posted district wide and seniority may be used as the determining factor. When all qualifications are equal seniority may be the determining factor.
- 12.7 Any new position that is posted and filled by a current employee will not be considered full time nor allow the employee to qualify for fringe benefits (health/dental/vision/life, LTD). Employees currently working in a position, which does not offer fringe benefits cannot acquire, said benefits by accepting an additional, non-fringe benefits position. First positions that currently do not include insurance and future posted positions may work up to 30 hours per week and will not be provided district health care. If employees should work more than 30 hours per week in their first position (other than secretaries, custodians, maintenance, and mechanic) they will be entitled to an offer of health care as provided by Federal law at that time. This does not preclude the district from continuing to utilize the first and second position structure that has existed.
- 12.8 When assigning drivers with a short notice (1 school day or less), the supervisor may make the necessary assignment without regard to seniority, and such assignment shall not be subject to the grievance procedure.

## ARTICLE XIII

### PROMOTIONS

- 13.1 Definition of Promotion: Promotion is an upward change in job classification which results in additional compensation for additional responsibilities.
- 13.2 Promotions within the bargaining unit shall be made on the basis of merit, ability, capacity and seniority. The board shall have the right to determine qualifications for the positions. The Union may have the right to the grievance procedure if the qualifications are not in accordance with the responsibilities of the position.
- 13.3 Vacancies will be posted for a period of five (5) working days in a conspicuous place in each building, listing the qualifications required for the position.
- 13.4 Employees interested in the vacancy shall state their interest in writing within the five (5) working day posting period.
- 13.5 The employee receiving the promotion shall receive a thirty (30) working day trial period in the new job classification. The employee shall receive the rate of pay of the job he is performing when the employee satisfactorily performs all of the duties of the job. In no case shall that rate of pay be less than fifteen (15) cents from the normal rate of that position or less than his present rate, whichever is greater.
- 13.6 The promoted employee shall have the right during the trial period to revert back to his former job classification and at the option of the Board he may also return to his former location. In addition, the Board shall have the right to revert the employee back to his former job classification and location if in their opinion the employee's performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee.
- 13.7 If an employee accepts a probationary opening through this procedure and then reverts back to his former job classification at his request, he will forfeit his right to bid on the same promotional opening for a period of one calendar year.

## ARTICLE XIV

### NO STRIKE CLAUSE

- 14.1 The Federation and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Federation and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Federation therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any employee take part in any strike, slow-down or stoppage of work, boycott, picketing, or similar interruption of activities in the school system. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

## ARTICLE XV

### LEAVES OF ABSENCE

15.1 Leaves of absence, without salary, for reasonable periods not to exceed one year, may be granted without loss of seniority upon request for:

- 1) **Illness Leave:** Upon exhaustion of paid sick days, the employee will be notified to apply for a leave of absence if he is not able to return to work. All accumulated sick days shall be used prior to an employee being placed on leave of absence for illness. Benefits shall continue to accrue during the period of paid sick leave.

Subject to the approval of the carrier the employer shall assist the employee in making arrangements for the conversion of insurance policies to an individual basis.

- 2) **Personal Leave:** Other leaves may be granted other than those provided for in this section which requires the absence of the employee due to pressing personal matters. Such leaves shall be granted upon approval by the Superintendent and shall be for a definite period of time. Benefits may accrue at the discretion of the Superintendent depending upon the nature of the leave. It is understood that leaves shall not be granted for employees to seek or accept employment elsewhere.
- 3) **Prolonged Family Illness:** A leave shall be granted without salary and benefits to an employee who must assume the care of a spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, and a relative living and making his home with the employee's immediate family.



## ARTICLE XVI

### SICK AND PERSONAL LEAVE

16.1 Unit I – Each employee covered by this Agreement shall accumulate one day of sick leave allowance for each month the employee receives pay in his regular yearly position. Unused sick leave shall accumulate to a maximum of eighty (80) days and be designated as “accumulated sick leave allowance.”

Unit II – Employees of Unit II covered by this Agreement shall accumulate one day of sick leave allowance for each month the employee receives pay in his regular yearly position. Employees in the Secretarial department with unused sick leave shall accumulate to a maximum of one hundred (100) days and employees in the Paraprofessional department with unused sick leave shall accumulate to a maximum of eighty (80) days to designated as “accumulated sick leave allowance.”

Unit III – All employees in Unit III covered by this Agreement shall accumulate one day of sick leave allowance for every month the employee receives pay in his regular yearly position. Employees in the Custodial, Maintenance and Mechanic departments with unused sick leave shall accumulate to a maximum of one hundred (100) days and employees in the Food Service and Monitors departments with unused sick leave shall accumulate to a maximum of eighty (80) days and be designated as “accumulated sick leave allowance.”

16.2 Upon the completion of the probationary period, an employee’s absence shall be chargeable to this accumulated sick leave allowance. An employee’s sick bank shall be charged the normal scheduled work hours for the day regardless if the employee works in one or two job classifications assuming they are absent the entire day. Any employee working 20 hours or over, may take time off in increments of  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  of a day to a full day’s pay. Any employee working less than 20 hours may take time off in  $\frac{1}{2}$  day or a whole day’s pay.

16.3 An employee having exceeded his accumulated sick leave days/hours may request additional days/hours from the Superintendent. Any days/hours awarded through this request will be deducted from the accumulation during the following work year.

16.4 Unit I & II & III (when applicable)– Each employee may take two (2) days with pay, not deductible from accumulated sick leave, for personal leave. Application for use of a personal leave day must be submitted to the personnel office not less than three (3) working days prior to the date requested. This request must receive the approval of the employee’s supervisor and final approval of the Superintendent. In cases of emergencies this notification period can be waived. If only one personal day is used, the remaining day will be put into the sick leave bank at the end of the year.

Unit II & Unit III – Each twelve (12) month employee may take two days with pay, not deductible from accumulated sick leave, for personal leave. Application for use of a personal leave day must be submitted to the personnel office not less than three (3) working days prior to the date requested. This request must receive the approval of the employee’s supervisor and final approval of the Superintendent. In cases of emergencies, this notification period may be waived. Each employee in Food Service and Monitors shall be eligible for two (2) days of personal leave not deductible from accumulated sick leave. If only one personal day is used, the remaining day will be put into the sick leave bank at the end of the year.

- 16.5 Personnel shall be allowed five (5) days of absence and any additional days approved by the Superintendent, with loss of pay in the event of death of a member of the immediate family. Immediate family shall include mother, father, step-parents, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law. This will also include any relative who is a permanent member of the employee’s home.

Personnel shall be allowed one (1) day of absence with pay and any additional days approved by the Superintendent will be with loss of pay to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law, or the spouse of his child.

- 16.6 The employer may request an employee to secure a doctor’s clearance upon returning from use of sick leave after three consecutive days of illness when there is reasonable doubt as to the employee’s ability to perform his assigned duties.

- 16.7 Absence from duty for the following reasons shall be considered sick leave deductible from the accumulative sick leave:

- 1) Personal Illness: Absence from personal illness or injury including disability caused by pregnancy or related complications.
- 2) Quarantine: In case of quarantine because of exposure to contagious disease which could be communicated. The approval of a physician must be presented for the entire period of absence.
- 3) Illness in the Immediate Family as defined in 16.5.

- 16.8 An employee who is absent from duty as the result of personal injury caused by an accident, disease, or assault upon him arising out of and in the course of his employment, may have the option of drawing Worker’s Compensation solely or Worker’s Compensation plus sick leave (payment not to exceed his regular daily rate). In the event he chooses the latter, the day’s sick leave drawn will be chargeable to his sick leave accumulation.

16.9 Members of Unit I, II, or III that have demonstrated poor attendance records without proper documentation e.g. doctors slips, funeral notices, etc. may be subject to discipline process (discharge would require previous written reprimands).

ARTICLE XVII

HOLIDAYS

17.1 The following days shall be recognized and observed as holidays for which all employees shall receive time off with pay provided they work the school/work day immediately before and after. At no time shall sick time be used to extend time off in conjunction with holiday pay.:

School Year Employees:

|               |                        |               |
|---------------|------------------------|---------------|
| Good Friday   | Memorial Day           | Labor Day     |
| Thanksgiving  | Day after Thanksgiving | Christmas Eve |
| Christmas Day | New Year's Day         |               |

Secretaries who work 42 weeks and are called in to work will be paid for the 4<sup>th</sup> of July provided that all other requirements for holiday pay are met.

52-Week Employees

|               |               |                        |
|---------------|---------------|------------------------|
| Good Friday   | Memorial Day  | 4th of July            |
| Labor Day     | Thanksgiving  | Day after Thanksgiving |
| Christmas Eve | Christmas Day | New Year's Day         |

17.2 In order to qualify for holiday pay, all employees shall be required to have seniority as of the date of the holiday and must work the last scheduled work day prior to and the first scheduled work day after the holiday. In order to qualify to receive time off with pay for Labor Day, an employee shall be required to have worked the week prior to Labor Day and the week after Labor Day.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

- 18.1 Jury Duty: Employees when selected shall be expected to serve without loss of pay or benefits, provided the employee submits the jury pay to the Board. Pay to be submitted shall not be deemed to include money paid to juror for expenses such as mileage and meals.
- 18.2 Retroactivity: All economic provisions of this Agreement shall be effective on the date shown for such provisions.
- 18.3 The employer shall pay the cost of all required examinations, T.B. tests and /or X-rays. The employer may designate the physician if he so desires.
- 18.4 Employees required to drive personal automobiles in the course of their employment shall be reimbursed at a rate equal to that received by public employees of the State of Michigan. Should the State of Michigan increase the reimbursement during the course of the contract year, such increases would immediately be effective in all reimbursements made to employees. School owned vehicles should be used when possible.
- 18.5 A clothing allowance of \$500.00 for apparel (Navy/Dark Blue/Neutral or pre approved by supervisor) per school year will be provided to maintenance and mechanics. Employee shall be reimbursed by proof of receipt of prior authorized items.
- 18.6 Bargaining unit members will receive a ratification bonus of \$100.00 provided this agreement is ratified by June 30, 2017.

ARTICLE XIX

VACATION

19.1 Full time, permanent, twelve (12) month employees may accrue vacation days as follows:

| Years of Service                                 | Days of Vacation |
|--|------------------|
| Beginning 2 <sup>nd</sup> year - End of 6th year | 5                |
| Beginning 7th - End of 11th year                 | 10               |
| Beginning 12th year and beyond                   | 15               |

Employees eligible for vacation days may request up to additional 5 days of unpaid leave annually. Any employee currently earning more vacation days will remain at that level until they reach the next level of increase per the current schedule. Those who currently, have more than 15 days of vacation will be grandfathered and capped at 25 days of vacation.

- 19.2 It is desirable that vacation be taken during the summer months or when school is not in session. However, vacations or portions of vacations should be completed one week prior to opening of school in the fall. This provision does not preclude the opportunity for the supervisor to consider vacation requests at other times of the year as along as, in his judgment, respective operational assignments are adequately covered.
- 19.3 Accumulated vacation time shall be used at the option of the employee by the day or in consecutive days.
- 19.4 When a holiday is observed by the employer during an employee's vacation period, the holiday shall not be counted as a vacation day.
- 19.5 A vacation may not be waived by an employee and extra pay received provided, however, if an employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during his vacation, his vacation shall be rescheduled.
- 19.6 Choice of vacation time shall be governed by classification seniority.
- 19.7 If an employee is laid off, retired, or terminates employment, he shall receive any unused vacation credit including that accrued in the current calendar year. Accrual will be based upon the number of months worked during the current fiscal year. The employee shall be required to repay any money received for vacation days given in advance and not earned.

19.8 Employees shall be paid their current wage rate while on vacation and will receive credit for any benefits provided for in this Agreement during such time. The current daily wage rate paid while on vacation and holidays for the custodian classification shall not include the night shift premium.

ARTICLE XX

COMPENSATION

The Board is seeking to maintain, at a minimum, an annual end-of-the-year fund balance of 15% as recommended by the MDE, MSBO, and annual audit. To ensure that, the board is proposing the following for the duration of the contract:

In the event the Hemlock Public School District fund balance falls below the percentages prescribed below as presented at the annual audit (Fall).

- 2017-18: 6%
- 2018-19: 6.5%
- 2019-20: 7%

A percentage wage concession will be made (within the unit) to keep the fund balance above prescribed percentages as determined by the district business office and reviewed and confirmed by the district's auditing firm. This percentage will be applied equally among support staff and will occur within 45 days following the audit.

| Position                          | Year 1   | Year 3  | Year 6  | Year 11 | Year 16 | Year 21 | Year 26 |
|-----------------------------------|--|---------|---------|---------|---------|---------|---------|
| Unit 1                            |  |         |         |         |         |         |         |
| Bus Driving Rate                  | \$16.00  | \$17.00 | \$19.00 | \$19.00 | \$19.00 | \$19.00 | \$19.00 |
| Non-Driving Rate                  | \$11.26  |         |         |         |         |         |         |
| Bus Aide                          | \$10.76  | \$10.76 | \$10.76 | \$10.76 | \$10.76 | \$10.76 | \$10.76 |
| Drug Testing                      | Compensated 1 hour per occurrence, as required |         |         |         |         |         |         |
| Unit II                           |  |         |         |         |         |         |         |
| Secretaries                       | \$14.00  | \$15.00 | \$16.00 | \$16.50 | \$17.00 | \$17.75 | \$18.50 |
| Standard Paraprofessional         | \$11.00  | \$11.35 | \$11.50 | \$11.80 | \$12.20 | \$12.70 | \$12.70 |
| Highly Qualified Paraprofessional | \$11.50  | \$11.65 | \$11.80 | \$12.10 | \$12.50 | \$13.00 | \$13.00 |
| Unit III                          |  |         |         |         |         |         |         |
| Custodian                         | \$13.50  | \$15.75 | \$16.00 | \$16.50 | \$17.00 | \$17.50 | \$18.00 |
| Head Custodian                    | \$14.00  | \$16.50 | \$17.50 | \$18.25 | \$18.50 | \$18.75 | \$19.00 |
| Maintenance                       |  |         |         |         |         |         |         |
| Unskilled                         | \$16.00  | \$17.00 | \$18.00 | -       | -       | -       | -       |
| Skilled                           | \$19.00  | \$19.00 | \$19.00 | \$19.25 | \$19.50 | \$20.00 | \$20.50 |
| Head                              | \$23.00  | \$23.00 | \$23.00 | \$23.00 | \$23.00 | \$23.00 | \$23.00 |
| Head Mechanic                     | \$23.00  | \$23.00 | \$24.00 | \$24.25 | \$24.50 | \$24.75 | \$25.50 |



|                           |  |         |         |         |         |         |         |
|---------------------------|--|---------|---------|---------|---------|---------|---------|
| Asst. Mechanic            | \$19.00                                      | \$19.00 | \$19.00 | \$19.25 | \$19.50 | \$20.00 | \$20.50 |
| Food Service              |  |         |         |         |         |         |         |
| Group I<br>Head Cook      | \$12.90                                      | \$12.90 | \$12.90 | \$12.90 | \$12.90 | \$12.90 | \$12.90 |
| Group II<br>2nd Assistant | \$12.25                                      | \$12.25 | \$12.25 | \$12.25 | \$12.25 | \$12.25 | \$12.25 |
| Group III<br>Kitchen Help | \$11.00                                      | \$11.00 | \$11.00 | \$11.00 | \$11.00 | \$11.00 | \$11.00 |
| Group IV<br>Driver        | \$11.70                                      | \$11.70 | \$11.70 | \$11.70 | \$11.70 | \$11.70 | \$11.70 |
| Monitors                  | \$10.50                                      | \$10.50 | \$10.50 | \$10.50 | \$10.50 | \$10.50 | \$10.50 |
| Cashier                   | \$0.15 additional when working as a cashier. |         |         |         |         |         |         |

\*All Employees will be placed on this schedule, but no loss of pay will occur in the event their current rate of pay is higher.

20.1 42-week secretaries may work 2 to 3 additional days outside their assigned calendar by request of their building principal

20.2 Layover or sitting time on special runs shall be compensated at the rate of \$11.26/hr.

20.3 Employees shall be reimbursed for the time necessary to complete the required bus driver school. These wages shall be paid in the last pay period of the school year. The rate shall be \$9.95 hr.

20.4 Employees shall be paid the cost of a CDL and each renewal fee thereafter.

20.5 Employees shall be paid the hourly rate in all cases of breakdown on any scheduled run.

20.6 When the employer schedules pre-school orientation meetings or pre-school bus test runs, employees shall be paid the regular rate.

20.7 Fringe Benefits for all Units:

When an employee, covered under this agreement, completes the probationary period and qualified under the minimum number of hours required by the carrier, but no less than 30 hours per week, and is not covered by insurance from another source from within the system, they shall be provided any or all of the following benefits with the employer contribution as scheduled below.

| <b><u>EMPLOYER CONTRIBUTION CHART</u></b> |                       |
|---|-----------------------|
| Regular Weekly Hrs. Worked                | Employer Contribution |

|       |     |
|-------|-----|
| 30-39 | 75% |
| 40    | 80% |

- 1) The Board agrees to provide without cost or limitation to all eligible employees group term life insurance in the amount of \$17,500 (Unit 1)/\$27,500 (Unit II & III).
  - 2) The Board agrees to provide, without cost or limitation, a long-term disability program with benefits payable to full retirement according to the ADEA rules and regulations. Benefits shall commence after the expiration of the forty (40) scheduled work days waiting period, and are payable for each regularly scheduled work day on which the insured is disabled during a period of continuous disability and prior to the expiration of the contract year. Accrued sick days in excess of 40 days shall remain in the employee's sick bank. The amount of benefit payable for each day of disability is 70% during the first school contract year. If an employee is disabled beyond the end of the school or contract year, then the program will provide continued insurance benefit payments on a long term disability basis. Insurance coverage following the end of the school or contract year is at the LTD rate specified of the employee's monthly earnings to a maximum benefit of \$3,000 per month.
  - 3) The Board will provide the PPO Medical Plan (Schedule of Benefits see Exhibit A) beginning December 1, 2011. The Board will provide 80 percent of the total medical care cost for full time employees effective December 1, 2011.
  - 4) The Board agrees to pay for the Smoking Cessation Patch.
  - 5) The Board agrees to provide a Dental Care Insurance plan as detailed in the included grid.
  - 6) The Board agrees to provide a Group Vision Care Insurance plan to all employees and their families as detailed in the included grid.
- 20.8 The Board agrees to provide to all employees enrolled in the health, dental and vision programs dependent coverage for the 19-26 yr. age group provided they meet the requirements of the carrier.
- 20.9 Subject to rules and regulations of the carrier, the Board further agrees to make payment of all insurance benefit programs and premiums described above for all persons who complete their contractual obligations in order to assure insurance coverage over the months of June, July and August. Insurance will only be provided for current employees.

- 20.10 Employees who take unpaid leave days during the year shall be required to pay the cost of insurance premiums for those days missed.
- 20.11 Under no circumstances shall the Board be required to pay any premium for a period in excess of three months from the day an employee ceased actual work for the Board.
- 20.12 The parties agree to abide by underwriting rules and regulations established by the insuring carriers noted above.
- 20.13 The Board agrees to pay each full time staff member that chooses not to take the school insurance plan a stipend in the form of an annuity or IRA, as chosen by the staff member. The staff member must have full proof of insurance from their spouse's provider in order to qualify for the stipend of \$2,000 per contract year. The stipend will be paid at the conclusion of each contract year. If the staff member wishes to have a cash payment in lieu of an annuity or IRA the amount of \$1,520 will be paid at the conclusion of each contract year.
- 20.14 Employees wishing to work in two (2) different job classifications, the health benefit would be tied to the original position of hire.
- 20.15 No permanent central office employees will be a member of the bargaining unit.

ARTICLE XXI  
TERMINATION

This Agreement shall become effective upon ratification of both parties and remain in effect until August 15, 2020.

At least ninety (90) days prior to the expiration of this agreement on August 15, 2020, the parties will begin negotiations for a new Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

HEMLOCK PUBLIC SCHOOL DISTRICT  
BOARD OF EDUCATION

HEMLOCK FEDERATION OF TEACHERS  
HEMLOCK AUXILIARY SERVICE  
EMPLOYEES LOCAL

D. Katherine E. Ellise  
President

Mike Walton  
President

Mary Ann Ling  
Secretary

Jamie Ballraith  
Vice President

10-9-17  
Date

10-05-2017  
Date

## **Appendix A - Memorandum of Understanding**

The district will provide health, vision, and dental through the duration of this contract with similar coverage from year to year with cost saving measures recommended by the district's health insurance committee and approved by the Board of Education to ensure fiscal responsibility. The employee will contribute twenty percent of total cost of health.