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Teacher agreement 6/30/2000

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*Holt Public Schools*

## PREAMBLE

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

## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Holt Educational Support Personnel Association MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all educational secretaries and all personnel engaged in secretarial and clerical work excluding the Secretary to the Superintendent, Secretary to the Assistant Superintendent for Personnel, Negotiations Secretary for the Board of Education and all temporary and substitute secretaries and student clerical employees.
- B. The term, "secretary," when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit as above-defined and represented by the Association.
- C. The term "Board" shall include its officers and agents.
- D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, PA of 1965, for the duration of this Agreement.

## ARTICLE II

### DUES, FEES AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, either (1) join the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, or (2) remit a Service Fee to the Association.

- B. Any bargaining unit member who is a member of the Association, or who has applied for membership, will sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contribution to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments, and contributions from the last regular salary check each month for ten (10) months, beginning in September and ending in June of each year.
- C. Any bargaining unit member who does not join the Association shall pay a Service Fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, hereinafter referred to as the "Policy." Prior to being obligated to pay any Service Fee, non-member bargaining unit members shall be informed by the Association of the amount of the Service Fee and provided the information set forth in the "Policy" as well as a copy of the "Policy." The Service Fee shall not exceed the amount of Association dues collected from Association members. The non-member bargaining unit member will authorize payroll deduction for such Service Fee.
- D. In the event that either an Association member or a non-member bargaining unit member does not authorize payment through payroll deduction, the Association and the Board expressly agree that pursuant to the terms of this collective bargaining agreement, the Board, at the request of the Association, shall, pursuant to MCLA 408.477; MSA 17.277 (7), deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be. Monies so deducted shall be remitted to the Association or its designee no later than twenty (20) days following deduction.
- E. The amount of the Service Fee and other information required from the Association may not be available and transmitted to non-member bargaining unit members until mid-school year (December, January or February). Consequently, the procedures in this Article related to the Service Fee will not be activated until thirty-five (35) calendar days following the Association's notification to non-member bargaining unit members of the amount of the Service Fee and other required information. In any event, it is agreed that the bargaining unit member is obligated for the full amount of the annual Service Fee.

- F. The "Policy" and the Administrative Procedures, including the time table for payments pursuant thereto, shall apply only to non-member bargaining unit members. The remedies set forth in that Policy shall be exclusive and unless and until such procedures, including any administrative or judicial review shall have been availed of and exhausted, no dispute, claim or complaint by an objecting non-member bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- G. In the event of any legal action against the Board, including court or administrative agency actions, because of its compliance with this Article, the Association agrees to assume the defense of such action at its own expense and through its own counsel, provided: (1) The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and (2) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
- H. The Association agrees it will indemnify and hold the Board harmless from any liability for damages and costs as a result of such action as a direct consequence of the Board's compliance with this Article.
- I. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for the Capital Area School Employees Credit Union, The Eaton County School Employees Credit Union, United Fund contributions, U.S. Government Bonds, and MESSA and MEAFS programs jointly approved by the Association and the Board which are not fully paid by the Board, tax sheltered annuities as defined under Section 403b of the Internal Revenue Code and which are in accordance with the Board policy and any other plans or programs jointly approved by the Association and the Board.
- J. Remittance for tax sheltered annuities shall be made within five (5) working days after the second pay period in each month provided an invoice has been received by that date.
- K. Bargaining unit members may enter into a salary reduction agreement with the Board for the purpose of reimbursing dependent care assistance expenses in accordance with the Dependent Care Assistance Plan adopted pursuant to Section 129 of the Internal Revenue Code.
- L. Bargaining unit members may enter into a salary reduction agreement with the Board for the purpose of reimbursing health insurance premiums in accordance with the Health Insurance Salary Reduction Plan adopted pursuant to Section 129 of the Internal Revenue Code.



- M. Should the provisions for mandatory payroll deduction of the Service Fee, as referenced in section D above, be found contrary to law, the parties agree to negotiate procedures for termination from employment within thirty (30) calendar days of such determination.

### ARTICLE III

#### ASSOCIATION RIGHTS

- A. The parties agree that there shall be no discrimination against any bargaining unit member with respect to hours, wages or any conditions of employment by reason of his/her membership in the Association, his/her participation in the activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under the terms of this Agreement.
- B. The Association, on its own and on its individual members behalf, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States.
- C. The Board will furnish to the Association any available public information pertinent to collective bargaining such as: the financial resources of the District, purpose, allocations and other public information which will assist the Association in developing accurate and constructive programs on the behalf of bargaining unit members. Also, the Board shall furnish information which is necessary for the Association to process grievances. One copy shall be furnished. Original records shall be examined only in the Board office.
- D. The Association shall have the right to use school building facilities as follows:
1. Time: After school hours when a custodian is on regular duty and at times which do not interfere with regularly scheduled school activities.
  2. The building principal will authorize building use when it is to be used before 3:30 PM.
  3. The use of school mail boxes for official Association business.
  4. An unlisted telephone in the staff room for local calls. The use of extensions outside the office at the secondary level and a designated extension in each of the elementary buildings.

5. A bulletin board in the staff room for Association use.
  6. Requests for use of other equipment shall be made with the building principal or in the case of the Education Center and Support Services Facility with the bargaining unit member's immediate supervisor in advance of the utilization.
- E. During the school year the Association President, or his/her designee, will be granted fifteen (15) days with pay for Association business. The Association shall reimburse the Board for the cost of a substitute on said days in the event a substitute is hired. Said days shall be scheduled and used at the discretion of the Association President. Additional time may be granted by the Superintendent of Schools.

#### ARTICLE IV

#### BOARD RIGHTS

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

#### ARTICLE V

#### EMPLOYEE RIGHTS AND PROTECTION

- A. The private life of a bargaining unit member is his/her own affair unless his/her conduct should adversely affect his/her relationship with students, parents, or staff members, or the discharge or his/her responsibilities.
- B. Both parties have the responsibility to see that the provisions of this Agreement shall be applied equally to all bargaining unit members without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or handicap.

- C. Any case of assault upon a bargaining unit member which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designated representative. In the event of such an assault, the Board will provide legal advice if the bargaining unit member requests it. No charge shall be made against a bargaining unit member's salary or leave time in the case of time lost because of court appearances involving any of the incidents stated above.
- D. The Employer agrees to reimburse the bargaining unit member an equitable amount for cleaning, repair, or replacement for damage to clothing, incurred as a result of performing his/her duties, when the loss is no fault of the bargaining unit member, up to a maximum of \$25 for each occurrence.
- E. Any complaint directed toward a bargaining unit member shall be promptly called to the bargaining unit member's attention. If such complaint is to be made a part of the bargaining unit member's personnel file, or a matter of other written record, the bargaining unit member may submit a written statement to be attached to and filed with the original complaint.
- F. Any use of physical force on a student shall be in conformity with Board of Education Policy, A 5035.
- The Board shall provide legal advice in the event the employee is complained against or sued for such action.
- G. Bargaining unit members shall be provided a locked area for personal belongings for protection from potential theft. The immediate supervisor(s) shall be responsible for determining the location of the secured area(s) and for informing the bargaining unit members of the location of same.
- H. It is understood that a bargaining unit member may refuse to carry out an order which threatens his/her physical well-being or safety.
- I. A bargaining unit member shall be entitled, at his/her request, to have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance.
- J. No bargaining unit member shall be disciplined, reprimanded or reduced in compensation, or deprived of any professional advantage without just cause, however, this shall not be interpreted as restricting the Board's right to dismiss probationary bargaining unit members. Any such discipline, reprimand, or reduction in compensation or deprivation of advantage by the Board or representatives thereof, shall be one in privacy.

1. The bargaining unit member shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action.
  2. The bargaining unit member shall review and sign all materials that are to be included in the personnel file. Such signing does not necessarily indicate agreement. He/she shall have two (2) weeks (ten (10) working days) to submit any written statement in regard to such materials for inclusion in the personnel file.
- K. Each bargaining unit member shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the bargaining unit member's request, accompany the bargaining unit member in said review. A written statement, for inclusion in the personnel file, may be made by the bargaining unit member in regard to materials that were not signed by the bargaining unit member. The review shall be made in the presence of the Assistant Superintendent for Personnel, or his/her designee, or the Superintendent of Schools. Privileged information which is specifically exempted from review shall include such credentials and related personal references normally sought at the time of employment.
- L. Any warning or reprimand in a bargaining unit member's personnel file which does not relate to a recurring incident within a one (1) year period from the date of such warning or reprimand shall be removed from the file at the written request of the bargaining unit member. Said warning or reprimand shall not be used in a future disciplinary action against said bargaining unit member.
- M. Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the grievance procedure which is set forth elsewhere in this Agreement.
- N. No written reprimand shall be issued without following the procedure outlined below:
1. Criticism must be in writing.
  2. Written suggestions must be given to help alleviate the deficiency. Assistance, if mutually agreed upon, will be given to help alleviate the deficiency.
  3. A date shall be established at which time the deficiency shall be remedied.
  4. The penalty for failure to correct the deficiency shall be in writing.

## ARTICLE VI

### GRIEVANCE PROCEDURE

- A. A "grievance" is a claim, by one or more bargaining unit members or the Association, of a violation or misinterpretation or misapplication of any provision of this Agreement.
- B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance, to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without intervention of the Association; provided the adjustment is consistent with the terms of this Agreement and provided further, that the bargaining unit member need not exercise such right.
- D. General
1. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance, and therefore, management's last answer shall constitute the final disposition of said grievance. It is understood however, that the party filing the grievance may withdraw the grievance at any level up to, but not including arbitration, and that will conclude that particular grievance without prejudice or precedent to any future case(s) which may arise.
  2. A supervisor failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's time for answer expired.
  3. Beyond step one (1) of this procedure, appeals by the Association shall be signed, and the Association shall be represented in hearings, by the Chairperson of its Grievance Committee, and or such other person(s) who shall be designated in writing to have the authority to act on behalf of the Association. Should either party desire to be represented at any hearing under this procedure by legal counsel, it shall notify the other parties sufficiently in advance so that they may be represented by counsel. No hearing shall be held at which any party is represented by counsel unless the other parties are also so represented, or have waived in writing, their right to such representation.



4. A grievance may be withdrawn at any level without establishing precedent.
5. There shall be no reprisals of any kind against any bargaining unit member involved in the grievance procedure.
6. All available information that is necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
7. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
8. The grievant(s) and grievant's Association Representative shall be released from duty, with no loss of pay, to attend grievance meetings and hearings called by the administration or the Board and which are scheduled during the grievant'(s) normal working day.
9. The termination of a probationary employee shall not be subject to the grievance procedure.

E. Level One

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

F. Level Two

1. If the Level One decision is not satisfactory, the grievance shall be presented to the Assistant Superintendent for Personnel within five (5) working days of receipt of the grievance reply from Level One.
2. The Assistant Superintendent for Personnel shall schedule a meeting with the grievant(s) and the grievant's Association Representative within ten (10) working days of receipt of the grievance.
3. The Assistant Superintendent for Personnel shall render a written decision to the grievant(s) and the Association within five (5) working days of the meeting.

G. Level Three

If the decision of the Assistant Superintendent for Personnel is unsatisfactory to the Association, the Association and only the Association may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) working days after the decision of the Assistant Superintendent for Personnel. A copy of the appeal will be furnished to the Assistant Superintendent for Personnel at the time of filing.

H. Level Four

1. If the Association is not satisfied with the Level Three disposition of the grievance, or if no disposition has been made within the period provided above, the grievance may, at the option of the Association, be submitted to arbitration.
2. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceedings.
3. The right to demand arbitration over an unadjusted grievance is limited to a period of ten (10) working days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.
4. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.

5. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement, and he/she shall be without power and authority to make any decision: (1) contrary to, inconsistent with or modifying or varying in any way the terms of this Agreement; or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
6. The arbitrator's decision shall be final and binding on the Association, all bargaining unit members covered by this Agreement, and on the Board.
7. In the event a case is appealed to an arbitrator, and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
8. The expenses of the arbitrator shall be shared equally by the parties.

I. Appeal of Discharge or Suspension

1. Written notice of discharge or suspension shall be mailed, return receipt requested, to the bargaining unit member and the Association President on the same day.
2. Grievances involving an appeal of discharge or suspension shall be initiated directly at Level Two within five (5) days of receipt of written notice as provided above.
3. Once the grievance has been initiated at Level Two, the normal grievance procedures shall be followed as set forth in this Article.

J. The Association may initiate a grievance directly at Level Two when either of the following conditions apply:

1. The grievance involves a group of bargaining unit members or an issue which applies to the unit as a whole; or
2. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor. Such grievances shall be initiated at Level Two and the normal grievance procedures shall be followed as set forth in this Agreement.

## ARTICLE VII

### SENIORITY, LAYOFF AND RECALL

#### A. Seniority

1. No later than October 1 of each year, the Board shall publish and distribute to each member of the bargaining unit a copy of the complete seniority list for the members of the bargaining unit. Such list shall include all individuals who have seniority under the terms of the Master Agreement.
2. In the event that more than one bargaining unit member has the same last date of hire according to the aforementioned seniority list, a drawing shall be held to determine position on the seniority list. The Association and the bargaining unit members so affected shall be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected bargaining unit members and Association Representatives to be in attendance.
3. Seniority shall be measured from the last date of hire. That date adjusted, if need be, in accordance with the following provisions, shall become the seniority date and number for each bargaining unit member.
4. Any bargaining unit member who shall be transferred to a supervisory position shall not accrue seniority while working outside the bargaining unit. Said bargaining unit members may return to the bargaining unit, and at such time may exercise previously accrued seniority should a position be available in accordance with procedures as set forth in this Agreement. Secretaries not in the bargaining unit, may return to or enter the bargaining unit, and at such time shall enter with seniority for all service in the District, should there be a vacancy as set forth in this Agreement. The above shall not be interpreted to disadvantage any current member of the bargaining unit.
5. Bargaining unit members on layoff shall continue to accrue seniority during the layoff for a period not to exceed one (1) year. Bargaining unit members will be eligible for recall for a period of two (2) years.
6. Unpaid leaves of less than thirty (30) calendar days, and leaves of absence with pay shall not interrupt continuous service nor be deducted from seniority. Seniority shall continue to accrue.

7. Unpaid leaves in excess of thirty (30) calendar days:
- a. for service with the Armed Forces of the United States, and illness and health and hardship leaves, shall not interrupt continuous service and seniority shall continue to accrue.
  - b. for other purposes shall be deducted in computing seniority (seniority shall not continue to accrue in excess of thirty (30) days), but shall not serve to interrupt continuous service.

8. Loss of Seniority

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

- a. If the bargaining unit member quits.
- b. If the bargaining unit member is discharged for just cause.
- c. If the bargaining unit member overstays a leave of absence, unless otherwise agreed to in writing by the Board and the Association.
- d. If the bargaining unit member obtains a leave of absence and does not utilize the leave as set forth in the request.
- e. If a settlement has been made with the bargaining unit member for a permanent and total disability.
- f. Retirement.
- g. If the bargaining unit member fails to make himself/herself available for work after being provided with notice of recall as set forth below in Paragraph C (1) (b).



B. Layoff

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

C. Recall

1. Bargaining unit members shall be recalled in order of seniority with the most senior bargaining unit member being recalled first, subject to the bargaining unit member having the ability to perform the work available and possessing the necessary skill required for the job and be qualified to perform the same which means that with minimum instruction, the work can be performed without unduly impairing the efficiency of the operation.
  - a. A bargaining unit member shall be recalled by registered mail, return receipt requested, sent to the last known address. The president of the Association will be provided with a copy of the recall notice.
  - b. In the event of a layoff, a bargaining unit member so laid off shall be given two (2) weeks notice of recall to work, mailed to his/her last known address. In the event the bargaining unit member fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement; however, the two (2) week time limit may be extended by mutual agreement between the Board and the bargaining unit member.
2. Should the Board, within one (1) year after the initial recall, reinstate a position that had been eliminated, the bargaining unit member, if not on layoff, who previously held the position shall be offered the position before it is offered to laid off bargaining unit members.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. A position is considered vacant when a position is newly created or a bargaining unit member quits or retires or is discharged for cause or when a bargaining unit member transfers or is promoted. The Board shall determine if and when a position is to be filled or eliminated and the Board shall inform the Association of such determination. The Board will not employ a temporary employee in a position which will not be filled or is to be eliminated longer than for ninety (90) working days. On all occasions, the Board shall attempt to fill vacancies within the bargaining unit with qualified members of the bargaining unit.
- B. Vacancies shall be posted:

1. The Board agrees to post known vacancies in all buildings as soon as they occur. A position shall not be considered vacant while its present incumbent is serving a satisfaction period in a new position.
2. Postings of vacancies will be sent to the president of the Association. During the summer vacation, bargaining unit members shall also be sent a vacancy posting if the bargaining unit member has submitted a self-addressed, stamped envelope to the Personnel Office.
3. Any bargaining unit member may apply in writing for a posted position.
4. Vacancies shall be posted for seven (7) working days in the buildings.
5. All vacancies shall be filled within fifteen (15) working days from the end of the posting periods. If there are no candidates from within the bargaining unit, vacancies will be filled within twenty two (22) working days from the end of the posting period. ~~If not filled within this twenty two (22) working day period, the Board shall inform the Association of the reason(s) and when the vacancy is expected to be filled.~~
6. The parties agree that unrequested transfers of bargaining unit members are to be minimized.
7. ~~The Board shall determine whether the current job description for the vacancy needs revision.~~ If the Board determines to revise the job description, the Association shall be so informed, given the opportunity to provide input into the revision and provided with a copy of the revised job description. In such a case, the posting shall reflect the revised job description.

#### Promotions - Transfers

- C. When a bargaining unit member transfers or is promoted to a new position within the bargaining unit, the Employer agrees to provide on-the-job training for a period of up to five (5) working days and/or such other assistance as may be agreed upon between the bargaining unit member and the immediate supervisor for the bargaining unit member to perform to the Employer's standards in the new position.

- D. 1. Promotions or transfers within the unit shall be made on the basis of seniority and an individual's ability to perform the work. Where a bargaining unit member applies for a posted promotion or transfer, and the bargaining unit member possesses the necessary skills required for the job and can perform the work with minimum instruction and without unduly impairing the efficiency of the operation, such bargaining unit member shall be given an opportunity to complete a twenty (20) work day satisfaction period before the position is filled by any individual outside of the bargaining unit.
2. The bargaining unit member's prior position shall not be filled during this satisfaction period, during which time the bargaining unit member and the District may determine whether the situation is satisfactory to both parties.
3. During this satisfaction period the employee and the employee's immediate supervisor will meet at least once to discuss any questions, concerns or other aspects of the work in the new position that either may care to discuss. This discussion shall be without any prejudice to the rights of either the employee or the District to determine at the end of the satisfaction period that the transfer or promotion is not satisfactory, as set forth below.
4. If the employee, in their own discretion, determines that the position is not satisfactory for any reason and elects not to remain in the new position, they may return to their former position. If the District, in its own discretion, determines that the bargaining unit member is not satisfactory in the position for any reason and elects not to have that individual remain in the new position, the District may return the employee to their former position. The party who is not satisfied will provide, upon request, the reason(s) in writing for the same to the other party.
5. The election of the employee to return to their former position within twenty (20) working days shall not result in any loss of pay for the time worked at a higher rate during the satisfaction period, or other penalty to the bargaining unit member, and the bargaining unit member who returns to a former position will receive the rate for that position after the return. The election of the District to return the employee to their former position within twenty (20) working days shall not result in any penalty to the District and neither parties' election shall be subject to a grievance nor be subject to the terms of Article VI.

6. Postings for positions vacated by bargaining unit member filling a position during the satisfaction period will be delayed until the promotion or transfer is permanent.
  7. In the event the employee is returned to her/his former position, as described above, the next senior applicant will be offered the position under the procedures of this section of the Agreement.
- E. Bargaining unit members who will be affected by a change in assignment will be notified and consulted as soon as possible and prior to June.
1. Changes beyond that date may be made in case of emergency such as inadequate financial resources, changes in enrollment patterns, or lack of qualified personnel. In such situations, the bargaining unit member will be notified of the change in assignment as soon as possible.
- F. Resignations
1. Any bargaining unit member desiring to resign shall file a letter of resignation with the Assistant Superintendent for Personnel at least ten (10) working days prior to the effective date of the resignation.
  2. Any bargaining unit member who discontinues his/her services shall not forfeit his/her right to earned vacation time or any other earned benefits.
- G. At their option, twelve (12) month bargaining unit members who are transferred to ten (10) month positions will not suffer loss of time between positions. The bargaining unit member shall notify the Personnel Office of his/her intent ten (10) days after accepting a position.
- H. Bargaining unit members who apply for a vacancy within the bargaining unit will be tested for such vacancy only when the qualifications for the job description for the vacancy for which she/he has applied are different from those of her/his current job position
1. Testing shall measure the qualifications as set forth in the job description.
  2. Uniform tests and testing methods shall be used in assessing qualifications.
  3. Bargaining unit members will be tested on an individual basis.
  4. Bargaining unit members will be tested at a school district site which is mutually agreeable between the bargaining unit member and the Assistant Superintendent for Personnel.



5. Bargaining unit members will be tested on equipment that is in good working order.
6. In the event a bargaining unit member is to be tested with equipment which is currently a part of his/her work assignment, he/she will be tested on the model and/or version which is currently used by the bargaining unit member.
7. Bargaining unit members shall be entitled to a reasonable warm-up period on equipment used in testing.
8. Except in extenuating circumstances, all testing will be administered by the Business Department of Holt Public Schools.
9. The vacancy shall be awarded to the most senior bargaining unit member who is qualified irrespective of whether he/she was tested or exempt from testing as provided in this section H, and subject to the twenty (20) work day satisfaction period as provided in the foregoing section D.
10. If a bargaining unit member believes that the results of a test are either inaccurate or that the testing was unfair due to test content or test administration, that bargaining unit member has the right to be retested with a different test administrator. Prior to the re-testing the Association shall have the right to provide input regarding the second test.
11. Upon request, the Association shall be permitted to review the results of all tests given to any bargaining unit member (including the candidate who was appointed.)
12. All applicants, unless exempt from testing as provided in this section H, will be tested prior to being awarded a vacancy.
13. The Association will be notified of employees who are new to the bargaining unit, including the date of hire and testing.

I.g. In the event no applicant meets the qualifications for a vacant position and in the event the employer decides to raise or lower the qualifications, the position shall be reposted and filled according to the above procedures.

## ARTICLE IX

### WORKING CONDITIONS

- A. The normal work day shall be seven and one-half (7 1/2) hours a day. The normal work week shall be thirty seven and one-half (37 1/2) hours a week, Monday through Friday.
1. During the summer months when school is not in session, bargaining unit members may, with the approval of their immediate supervisor, work a flexible schedule. In order to establish a flexible schedule, the bargaining unit member shall:
    - a. Submit a written proposal to his/her immediate supervisor which designates the days and hours of work and where applicable, the site(s) at which the bargaining unit member will work; and
    - b. Submit said proposal to the immediate supervisor at least thirty (30) calendar days in advance of the date on which the proposal is to be effected.
    - c. Should the immediate supervisor withhold approval of a bargaining unit member's proposal for a flexible schedule, s/he will provide the bargaining unit member with the written reasons therefore.
  2. Any hours worked beyond thirty seven and one-half (37 1/2) in any work week shall be paid at a rate of time and one-half. Hours worked on Saturday shall be paid at a rate of time and one-half.

Bargaining unit members who return evenings to work at Parent-Teacher Conferences shall be paid at a rate of time and one-half.
  3. Hours worked on Sunday shall be paid at a double time rate.
  4. Employees shall normally receive at least twenty-four (24) hour notice of requested overtime. The employer may require not more than twenty (20) hours of overtime within a thirty (30) calendar day period. Additional overtime hours may be requested by the employer or the employee.

- B. The work year is as follows: The work year for twelve (12) month bargaining unit members shall be July 1 through June 30, Monday through Friday. The work year for ten (10) month bargaining unit members shall follow comparable dates as established in the school calendar.
- C. Any bargaining unit member, who by mutual agreement with his/her immediate supervisor, starts his/her work earlier than the normal starting time shall be able to quit an equivalent amount of time earlier provided the plan has approval from the Assistant Superintendent for Personnel.
- D. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period of not less than one (1) hour.
1. Bargaining unit members who agree to a regularly scheduled lunch period of less than one (1) hour shall be permitted to leave early to compensate. The Personnel Office shall approve all plans for less than one (1) hour of duty-free lunch.
  2. On an occasional basis, bargaining unit members and their supervisors may arrange to use up to thirty (30) minutes of the lunch hour by mutual agreement to make up time, or to do necessary work for which compensatory time will be taken.
- E. Bargaining unit members will be provided a fifteen (15) minute duty-free break in the morning and in the afternoon. Break time shall not commence prior to 9 AM or after 11:30 AM in the morning, nor prior to 1:30 PM or after 3:30 PM in the afternoon.
- F. Emergency School Closings
1. Ten (10) Month Bargaining Unit Members. When weather conditions, mechanical malfunctions and/or other emergencies close schools to students, ten (10) month bargaining unit members shall not be required to report for work.
    - a. When school is closed for the above reasons and those instructional days are not required to be made up, said days shall not be rescheduled and ten (10) month bargaining unit members shall be paid at their regular rate.
    - b. Emergency school closing days which are required to be rescheduled will be considered as days not worked for ten (10) month bargaining unit members and therefore not paid. Said days will be rescheduled to provide 196.5 days of work for ten (10) month bargaining unit members.

2. Twelve (12) Month Bargaining Unit Members. When weather conditions, mechanical malfunctions and/or other emergencies close schools to students, twelve (12) month bargaining unit members are expected to work.
  - a. On emergency school closing days which are not required to be rescheduled, twelve (12) month bargaining unit members who arrive at work by 9:30 a.m. will receive a bonus equal to their daily rate of pay in addition to their regular pay for working such days. Twelve (12) month secretaries who cannot get to work will receive their regular pay.
  - b. On emergency school closing days which are required to be rescheduled, twelve (12) month bargaining unit members who arrive at work by 9:30 a.m. will receive their regular pay for working such days. Twelve (12) month bargaining unit members who cannot get to work will be charged an individual business leave day, a vacation day or, at their option, bargaining unit members may take the day without pay.
3. Should the Employer notify twelve (12) month bargaining unit members that they are not to report for work, twelve (12) month bargaining unit members shall be paid at their regular daily rate of pay. Further, should the Employer release twelve (12) month bargaining unit members after they have reported for work, but prior to the close of the normal workday, twelve (12) month bargaining unit members who have reported shall be paid at the rate of pay provided for in "F., 2." above.
4. A bargaining unit member intending to use a paid leave day when school is closed for the reasons stated above, shall suffer neither loss of leave time nor loss of salary.
5. When school is closed for the above reasons, bargaining unit members will be notified by radio or telephone.
6. Should the State Aid Act be amended during the term of this Agreement to permit "Act of God days" without a requirement to reschedule same, the parties agree to revert to the practice in effect under the terms of the 1982-85 Master Agreement.

## 7.4 Early Dismissal

On days that school is dismissed early because of weather conditions, bargaining unit members will be dismissed one (1) hour after the last students are dismissed in each building. Central office bargaining unit members, the Secretary to the Community Education Director, the Secretary to the Physical Plant Supervisor and the Secretary to the Director of Special Education will be dismissed one (1) hour after the last students are dismissed.

Some secretaries may be requested to stay after these dismissal times. All secretaries who agree to stay beyond these dismissal times will receive a bonus of their hourly rate of pay for hours worked after the dismissal time in addition to their regular pay for these hours, with a one (1) hour minimum.

- G. From time to time bargaining unit members may be required, due to the work situation, to provide basic supervision of students. They shall not be expected however, to provide professional discipline of students or medical care for which they have not received training. Training required by the Board which extends beyond normal work hours shall be compensated in accordance with Article IX, Section A.
- H. During vacation periods every endeavor will be made to correlate the hours of work for bargaining unit members in the building. Under no circumstances will a secretary be required to work as the sole occupant of the building except during the noon hour at the Education Center.
- I. Upon employment, the name of each bargaining unit member shall be provided, along with a written job description for the work she is expected to perform, to the Association President.
- J. An adequate staff room will be located in each building. The Board will involve bargaining unit members in the study and planning for adequately designed and furnished staff rooms for all future buildings and major additions.
- K. Each bargaining unit member will be supplied with equipment appropriate for the efficient completion of his/her work assignments as determined by his/her supervisor.
- L. No bargaining unit member shall substitute for more than one other bargaining unit member on any single day except with the approval of the bargaining unit member.



- M. The Employer recognizes the desirability of having substitutes available who have familiarity with various unit jobs and job sites. The Employer will make available up to \$500 annually to provide on-the-job training for bargaining unit substitutes.
- N. It is understood that the elementary building bargaining unit member will not assume the role of principal during the building administrator's absence.
- O. As extra work and/or special assignments become available, the Employer agrees to offer such additional work to the bargaining unit member who normally performs such responsibilities for the administrator/department in question, provided that said bargaining unit member is not otherwise scheduled for work. The bargaining unit member shall be compensated at his/her regular rate of pay for such periods of work. At the beginning of each work year, bargaining unit members may notify the immediate supervisor in writing of their interest in and availability for such additional work and/or special assignments.
- P. Severely impaired students (POHI, SXI, SMI, TMI). A secretary shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by such a student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition.

## ARTICLE X

### EVALUATION PROCEDURE

- A. It shall be the administration's responsibility to evaluate the work performance of all bargaining unit members.
- B. The purposes of evaluation shall be: to provide the opportunity for the bargaining unit member and his/her immediate supervisor to jointly determine the level(s) of performance in the bargaining unit member's area(s) of responsibility; to communicate any improvement that is needed; to determine the basis for individual training and development; and to provide a record that may be used in connection with future advancement and/or continued employment.
- C. All monitoring and/or observation of a bargaining unit member's work performance shall be conducted openly and with the full knowledge of the bargaining unit member.

D. Prior to any formal evaluation, the supervisor shall conduct a conference with each bargaining unit member to review the criteria upon which he/she will be evaluated as well as the evaluation instrument and the procedures to be followed in the evaluation process.

1. The supervisor shall conduct said conference with probationary bargaining unit members on or before October 1 or within thirty (30) calendar days of employment, whichever is applicable.

2. The supervisor shall conduct said conference with other bargaining unit members on or before November 1 in the evaluation year.

E. The probationary period shall be forty (40) working days from the date of employment.

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

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

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

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

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

F. Bargaining unit members shall be evaluated annually during the first two (2) years of employment. Thereafter, bargaining unit members shall be evaluated once in each three (3) year period except when the immediate supervisor determines that more frequent evaluation is necessary; or, when a bargaining unit member transfers to another position within the bargaining unit in which case s/he will be evaluated during the first year in the new position. Should the supervisor elect to forego an evaluation and the bargaining unit member's work is satisfactory, the supervisor shall notify the bargaining unit member of such satisfactory work in writing, within the foregoing time periods.

- G. The Evaluation Form set forth in Appendix B, which is attached to and incorporated into this Agreement, shall be completed for all bargaining unit members being evaluated. One (1) copy shall be retained by the supervisor. One (1) copy shall be provided to the bargaining unit member and a copy shall be inserted into the personnel file.
1. Should the overall work performance of the bargaining unit member be rated satisfactory or better, the bargaining unit member's evaluation period shall be deemed completed except as he/she is due for re-evaluation as specified herein.
  2. Should the overall work performance of the bargaining unit member be rated less than satisfactory, the supervisor shall implement a Corrective Action Plan which is aimed at improving the bargaining unit member's performance.
  3. Upon request of either the bargaining unit member or the supervisor, an evaluation may be conducted at any time.
  4. The final evaluation shall be completed and submitted to the Personnel Office by June 1 of the evaluation year.
- H. Should the supervisor find a bargaining unit member's work performance lacking, the reason(s) therefore shall be set forth in specific terms in writing, in the evaluation as shall an identification of the ways in which the bargaining unit member is to improve and of the assistance to be given by the administration. Further, a reasonable deadline for improvement shall be established and the consequences for failure to improve shall be specifically set forth in the evaluation. Subsequent evaluation report(s) shall show that any previously noted deficiency has been corrected or that said deficiency still exists.
- I. Should the bargaining unit member disagree with the content of a written evaluation, he/she may submit his/her written objections and have same attached to the (personnel) file copy of the evaluation within ten (10) working days of receipt of said evaluation.
- J. A bargaining unit member's signature on a written evaluation shall not be interpreted to mean that he/she necessarily agrees with its content, but shall be interpreted to mean that he/she has reviewed said material.
- K. The content of any evaluation shall not be subject to the grievance procedure; however, the procedures set forth in this Article shall be subject to the grievance procedure.

## ARTICLE XI

### HOLIDAYS AND VACATIONS

- A. All bargaining unit members shall receive the following paid holidays: Labor Day, Thanksgiving Day and the Friday following, Christmas Eve Day or its equivalent, Christmas Day, New Years Eve Day or its equivalent, New Years Day, Good Friday, except when school is in session in which case it will be a half-day of work and a half-day holiday and Memorial Day.
1. In addition to the foregoing, bargaining unit members who work twelve (12) months or work in a building which is on a year-round education calendar shall receive July 4 as a paid holiday.
  2. When a legally designated public holiday falls on a Saturday, the holiday will be observed on the preceding Friday.
  3. When a legally designated public holiday falls on a Sunday, the holiday will be observed on the Monday following.
  4. When the Fourth of July falls on a Tuesday, the holiday will be observed on the preceding Monday.
  5. When the Fourth of July falls on a Thursday, the holiday will be observed on the Friday following.
  6. In order to qualify for holiday pay, the bargaining unit member must work, or be on paid leave the last scheduled workday preceding, or the first scheduled workday following the holiday.
  7. In addition to the foregoing, bargaining unit members who work ten (10) months shall receive the Friday of mid-winter break as a paid holiday.
- B. Bargaining unit members who work ~~ten (10) months shall not be required to work any of the days during the regularly scheduled winter, mid-winter and spring breaks.~~ Except for the holidays specified in Section A, above, these days are not part of the ten (10) month bargaining unit member's work year. Bargaining unit members who work twelve (12) months shall receive one-half of the days during the regularly scheduled winter, mid-winter and spring breaks off from work with pay. Upon mutual agreement between the bargaining unit member and his/her immediate supervisor, vacation time may be arranged for any or all of the remaining days of the winter and spring breaks.

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

Years of Service	Days of Vacation per Year
1 - 5	12
6 - 7	13
8 - 9	14
10	15
11	16
12	17
13	18
14	19
15	20

- D. Vacation credit must be taken within the twelve (12) month period following the year in which it is earned. Upon special approval of the Personnel Office, ~~vacation carryover of up to ten (10) days may be approved for the purpose of taking an extended trip.~~
- E. Absence due to sickness, injury or disability in excess of that hereinafter authorized for such purposes, may be charged against vacation leave credit upon notification to the Personnel Office.
- F. The Personnel Office shall record vacation leave credit. In granting vacation requests, seniority will be considered within buildings in accordance with operating requirements and, insofar as possible, according to the desires of bargaining unit members provided no previous request by another bargaining unit member for the same time period has already been approved. A bargaining unit member may use all or part of his/her accrued vacation allowance at any one time, subject to the provisions above.
- G. Upon termination of service, or transfer to a position requiring fewer working hours or weeks of employment, bargaining unit members shall use any accrued vacation. If it is not in the best interest of the District for the bargaining unit member to take the time, the unused vacation credit will be paid out at the daily rate at which it was earned. The maximum payout for accrued vacation shall not exceed the number of vacation days that are credited for one (1) year of service as provided in section C of this Article.



## ARTICLE XII

### LEAVES OF ABSENCE

- A. A bargaining unit member shall request permission from his/her supervisor in advance of attending any conference within the State of Michigan. Final approval shall be by the Assistant Superintendent for Personnel. Conferences outside the State of Michigan require Board approval.
1. Permission will be governed by the availability of a substitute, special building situations, and the number of conferences the bargaining unit member has previously attended. (Association activities will not be counted.)
  2. Expenses will be reimbursed as follows: The Board adopted mileage allowances for automobile; the salary of a substitute if one is hired; lodging, actual cost; meals; registration fee; and if transportation is by public carrier, the most economical means.
  3. Any bargaining unit member may make application to his/her supervisor to attend a conference at his/her own expense, except that the cost of a substitute shall be borne by the Board. Verbal or written reports may be required.
- B. A bargaining unit member shall request permission from his/her supervisor in advance of making any visitation. Final approval shall be by the Assistant Superintendent for Personnel. Visitations shall be within the State of Michigan.
1. Permission will be governed by the availability of a substitute, special building situations, and the number of visitations the bargaining unit member had previously made. No permission will be granted for the day preceding, or the day following holidays and vacations, and the first and last days of the school year.
  2. Reimbursed expenses will be limited to the salary of a substitute provided one is hired.
- C. Visitations made by a bargaining unit member at the request of the Board shall not be subject to the limitations in B above. Expenses for visitations outside the school district shall be allowed as outlined in A, 2 above.

D. Sick leave shall be granted at the rate of ten (10) days a year for ten (10) month bargaining unit members and twelve (12) days a year for twelve (12) month bargaining unit members with unlimited accumulation. Bargaining unit members employed for less than a full school year shall receive a pro-rated bank of days.

1. Personal Illness

The illness shall be attested to by the bargaining unit member through the completion of a sick leave form furnished by the District, upon the bargaining unit member's return to school. The supervisor shall endorse the card. The Board reserves the right at such time to require a physical or mental examination of a bargaining unit member at the Board's expense by a doctor of its choice should this seem in the best interests of the District. A written statement may be required from an attending physician in cases of injury or illness that keeps a bargaining unit member from work for five (5) or more consecutive working days. A written statement shall be mandatory commencing the eighth calendar day of absence. Also, such a statement shall be mandatory in all cases of absence covered by Worker Compensation, regardless of the length of absence. A written attending physician's statement also shall be mandatory following hospitalization.

A bargaining unit member may use sick leave under this article for pregnancy in the same manner as for any other disability for which sick leave is allowed and may continue in active employment as late into her pregnancy as she is physically able to perform all of the duties of her position.

2. Illness in the Immediate Family

Five (5) days per period of illness shall be granted for illness in the bargaining unit member's immediate family. The intent of this provision is to provide time for the bargaining unit member to make arrangements for the care of the sick members of his/her family. Otherwise, the Employer does not assume responsibility for family illness.

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

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

3. Death in the Immediate Family

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

4. Funerals Outside of the Immediate Family

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

- E. Two (2) days a year beyond the sick leave allowance may be used for individual business. Individual business leave shall be used only for the purpose of conducting business which is difficult to transact outside of normal working hours.

Bargaining unit members shall be granted business leave upon written notification to the Assistant Superintendent for Personnel. Said notification will normally be submitted at least three (3) working days in advance of the anticipated absence. In cases of unanticipated need for business leave, the bargaining unit member shall apply as soon as possible. It is understood that such leave shall not be used for recreational purposes or to extend a holiday and/or vacation period.

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

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

- F. Bargaining unit members who have been employed for at least twelve (12) months and who work at least half time, shall be eligible for twelve (12) weeks of an unpaid family medical leave during each fiscal year, July 1 to June 30.

1. A bargaining unit member may take a combined total of twelve (12) work weeks of family medical leave for the care of a serious health condition of the bargaining unit members' spouse, child or parent, or the bargaining unit member himself/herself where the condition results in the member being unable to perform the functions of his/her position.
2. For purposes of a family medical leave, child includes biological and adopted children, foster children, step children and legal wards who are under eighteen (18) years of age or who are incapable of self care because of a mental or physical disability.
3. For purposes of a family medical leave, parent includes a biological parent or an individual who stood in a "loco parentis" to the bargaining unit member when the bargaining unit member was a child.
4. For purposes of a family medical leave, a serious health condition is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital or medical care facility or continuing treatment by a health care provider.
5. If the need for a family medical leave is foreseeable based on planned medical treatment of the bargaining unit member or the bargaining unit member's child, spouse or parent, a bargaining unit member shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the regular operations of the District, subject to the approval of the health care provider. The bargaining unit member shall provide the Assistant Superintendent for Personnel with thirty (30) calendar days written notice prior to the date the leave is to commence. However, where the need is not foreseeable or if the date of the planned medical treatment requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon his/her receipt of the requisite information.
6. Any health, dental, and/or vision insurance shall be continued with the premiums paid by the District at the level and under the conditions that coverage would have been provided if the bargaining unit member had continued in employment during the leave period. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.

7. A bargaining unit member shall have the right to take the leave intermittently or on a reduced leave schedule when medically necessary, subject to section 8 below. A reduced leave schedule means a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday. The use of a leave intermittently or on a reduced leave schedule shall reduce the twelve (12) week leave period only by the amount of leave actually taken.
8. When leave on an intermittent or reduced leave schedule is for planned medical treatment, the Board reserves the right to require a certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certifications shall state: the dates treatment is expected to be given, the duration and schedule of the treatment, and the medical necessity for the intermittent or reduced leave schedule. When the leave is for a bargaining unit member's spouse, child or parent, the certification shall also state that leave on an intermittent or reduced schedule for the bargaining unit member is necessary for the care of the spouse, child or parent and, will assist in their recovery.
9. The bargaining unit member may elect to use his/her accumulated sick leave, business leave and/or any combination thereof for all or any part of a leave.
10. The Board reserves the right to require a certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certifications shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the functions of his/her employment. The Board may require that the bargaining unit member obtain subsequent recertifications on a reasonable basis.



11. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 8 or 10 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit member, whose opinion shall be final and binding.
12. A bargaining unit member upon return from a leave, shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit member is qualified.
13. The terms and provisions of this leave section shall be construed in light of the Federal Family and Medical Leave Act of 1993.
14. In recognition of the confidential nature of the required certifications set forth herein, all such information shall be requested by and submitted to the Assistant Superintendent for Personnel.

G. General Leave

1. A general leave of absence without pay may be granted for one (1) year with the approval of the Board.
2. Unless otherwise indicated, the following conditions shall apply:
  - a. Requests for leave shall be in writing.
  - b. Eligibility shall require a minimum of two (2) years of continuous employment in the District.
  - c. All extended leaves shall be limited to one (1) year. Extensions may be granted by the Board.
  - d. Salary increments shall not accrue.
  - e. Seniority held at the start of the leave shall not be lost. Additional seniority shall not accrue during the leave.
  - f. Paid leave days shall not accrue but unused paid leave days which are held at the start of an unpaid leave, shall be retained by the bargaining unit member.

- g. The bargaining unit member shall provide written notice of his/her intent to either return to or resign from employment to the Assistant Superintendent for Personnel by May 1 of the year in which the leave expires.
- h. Re-employment during the school year shall be at the discretion of the Board. Re-employment at the beginning of the school year shall depend upon whether there is a vacancy for which the bargaining unit member is qualified.

H. Pregnancy-Childbirth

A pregnant bargaining unit member may use sick leave for pregnancy in the same manner as for any other disability and may continue in active employment as late into her pregnancy as she is physically able to perform all of the duties of her position. The Employer reserves the right to require a statement regarding the bargaining unit member's ability to perform her duties from her attending physician.

1. In the event a bargaining unit member exhausts her accumulated sick leave before regaining her physical fitness to fully perform her duties, she is eligible for a health and hardship leave as provided in section J of this Article.
2. A bargaining unit member shall return from sick leave or a health and hardship leave when she is certified by her physician as able to return to work.
3. Upon return from leave of not more than one (1) year, the bargaining unit member shall be returned to the same position from which the leave was taken, if such position exists; or, if such position has been eliminated, to an equivalent position for which she is qualified.
4. In case of a reduction in staff during the period of leave, the provisions of Article VII shall prevail.

I. Parental , Adoption or Foster Care Leave

Upon request, a bargaining unit member shall be entitled to an unpaid parental leave for a period of up to one (1) year. Said parental leave shall be available for the birth of a child, the placement of a child for adoption or foster care and for the first year care of the child.

1. A pregnant bargaining unit member may commence leave before or after the birth of her child. In the latter case, the leave is available to the bargaining unit member at the termination of her disability. In the event of the child's death and upon the bargaining unit member's request, the parties to this Agreement may mutually agree to terminate the leave.
2. A bargaining unit member shall notify the Employer in writing of his/her desire to take such a leave and his/her intent to return, no less than thirty (30) calendar days prior to the date on which the leave is to begin, where the necessity for leave is foreseeable based on an expected birth or child placement. If the date of the birth or placement requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon receipt of the requisite information.
3. The bargaining unit member and the District may mutually agree, that a leave may be taken on either an intermittent or reduced leave schedule basis. A reduced leave schedule means a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday.
4. For bargaining unit members who have been employed for at least twelve (12) months by the District and who have worked at least half time, the following conditions shall apply to twelve (12) weeks of the leave:
  - a. Any health, dental and or vision insurance shall be continued with the premiums paid by the District, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in employment during the leave period.
  - b. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.
5. Upon return from such leave, a bargaining unit member shall be re-employed provided there is a vacancy for which the bargaining unit member is qualified; and provided further, that he/she returns to work within one (1) year of termination of the leave.
6. The Board reserves the right to fill a position which is vacant under the provisions herein with a long-term substitute.

J. Health and Hardship Leave

A bargaining unit member, whose personal illness extends beyond the period covered by accumulated sick leave, and who qualifies for long term disability, shall be placed on a health and hardship leave for the period of time necessary for complete recovery, but not to exceed one (1) calendar year from the date of inception of the illness or disability.

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

K. Educational Leave

1. Peace Corps

A bargaining unit member will be granted a leave without pay for the minimum enlistment period for full-time overseas duty in the Peace Corps. Extensions may be granted by the Board. Regular salary increments shall accrue.

2. Study

- a. A bargaining unit member who has been employed by the Board for at least two (2) years is eligible for an unpaid leave of absence for up to two (2) years for the purpose of study. The bargaining unit member will be returned to a position provided there is a vacancy for which the bargaining unit member is qualified.
- b. A bargaining unit member on study leave will be required to take at least nine (9) semester hours of credit per semester (or nine (9) term hours per quarter) at any recognized business school.
- c. The bargaining unit member will be advanced on the salary schedule as he/she would have advanced had he/she been employed by the Board.

L. Leaves for Other Purposes:

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

1. Court appearance when subpoenaed.
2. Approved visitation at other schools.
3. Time necessary to take the Selective Service physical examination.
4. Attendance at a particular function at the Board's request.
5. Appearance in court necessitated by a school-related incident.

6. Jury Duty.

- a. A period not to exceed twenty (20) working days in one (1) school year may be granted for jury duty. An extension beyond twenty (20) days will be granted when the continuation of a specific case necessitates it.
- b. The Board shall pay the bargaining unit member's regular pay and the bargaining unit member shall remit the pay received for jury duty to the Business Office.



M. Military Leave

A leave of absence shall be granted to a bargaining unit member who is inducted or enlists for one (1) period of enlistment in any branch of the Armed Forces of the United States, or shall be granted a leave in accordance with federal or state law. Upon completion of such service, reinstatement shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

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

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

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

2. An employee on leave who would have been laid off had the employee been on active duty when a reduction in staff occurred shall be considered laid off at the conclusion of the term of the leave of absence. The employee's right to return to active duty shall be determined by the provisions of Article VII.

O. Leaves of absence which are not covered by this Agreement shall be arranged with the principal and the Assistant Superintendent for Personnel or the Superintendent prior to the leave period. Such leaves shall be without pay.

## ARTICLE XIII

### JOB CLASSIFICATIONS AND DESCRIPTIONS

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

1. The committee shall be composed of three (3) administrators appointed by the District and two (2) employees appointed by the Association.
2. The committee shall determine its procedures for operating.

3. The committee shall determine the appropriate classification of a position by utilizing the document "Secretarial Classification System."
4. The incumbent employee(s) of the position being considered for reclassification shall be permitted to meet with the committee in order to offer information the employee(s) feels is relevant to the matter.

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

- B. Bargaining unit members seeking a revision in classification shall file a request in writing with the Assistant Superintendent for Personnel on or before February 1st. Should the Employer deem it necessary to revise any classification(s), such revision(s) shall be finalized for the forthcoming work year on or before May 1 annually.
1. Bargaining unit members who are affected by a revision in classification shall be notified in writing not later than June 1 prior to the forthcoming work year. The Association President shall be provided with a copy of said notice.
  2. If a revision to a higher classification occurs for a bargaining unit member, the bargaining unit member will be placed on the same step of the higher classification, where she will remain until his/her regular anniversary date calls for an advancement in step.
  3. If a revision is to a lower classification, the bargaining unit member will be placed in the new classification and title, but will retain his/her present salary status until he/she has the opportunity to transfer to another position within his/her former classification.
- C. When job descriptions are developed and/or revised, the Employer will provide the Association with an opportunity to review such job descriptions and to submit its recommendations to the Employer. The Association President will be provided with a copy of the job description for all positions within the bargaining unit.

## ARTICLE XIV

### SECRETARIAL PROFESSIONAL COUNCIL

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

1. Bargaining unit members serving on the council shall be selected by the Association. Administrative members shall be selected by the Administration. In no instance shall a bargaining unit member and his/her immediate supervisor serve at the same time.
2. The chair shall rotate from Association member to Administration member on a yearly basis.
3. The Council shall advise on matters related to in-service training of staff.
4. The Secretarial Professional Council shall hear appeals related to job description(s) and shall make recommendations to the Superintendent.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

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

## ARTICLE XVI

### NEGOTIATION PROCEDURES

- A. Neither party shall have any control over the selection of the negotiating representatives of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Association, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals in the course of negotiations, subject only to such ultimate ratification.
- B. This Agreement constitutes the full and complete agreement between the parties except as follows:
1. Should any portion of this Agreement be found contrary to law, only that portion so found shall be invalidated, and the remainder of the Agreement shall remain in full force and effect. The parties agree to reopen negotiations to amend any invalidated portions of the Agreement in conformity with the law within thirty (30) calendar days.
  2. The entire Agreement shall be reopened for negotiations on or after April 1, for the period subsequent to the expiration of this Agreement.
  3. This Agreement may be reopened for further negotiations by mutual consent of both parties at any time. Such reopened negotiations shall be limited to those sections upon which there is mutual agreement to reopen.

- A. The Association agrees that neither it, nor its members nor any person acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a bargaining unit member from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the bargaining unit member's duties of employment) during the life of this Agreement for any purpose whatsoever. The Association further agrees not to impose or cause the imposition of any sanction on the Holt School District during the life of this Agreement.
- B. The Association will not directly or indirectly take reprisals against a bargaining unit member who continues, or attempts to continue, his/her contractual duties, or who refuses to participate in any of the activities prohibited by this Section.
- C. The Board will have the right to all remedies available at law for violation of this section, including injunctive relief and/or damages against any person, group or organization violating this Section.

## ARTICLE XVIII

### RATES OF PAY, FRINGE BENEFITS, AND RETIREMENT

- A. Pay periods shall be every two (2) weeks during the entire year. For ten (10) month bargaining unit members, the pay periods may be based on either a ten (10) or twelve (12) month year, at the option of the bargaining unit member. Unless the Assistant Superintendent for Personnel is notified otherwise, by no later than August 1, the bargaining unit member will be presumed to have selected the twelve (12) month plan.
  - 1. Those selecting the ten (10) month plan must remain on this plan for the entire school year. This arrangement, once designated, shall continue in effect from year to year unless cancelled by the bargaining unit member not later than April 1 in any school year.
  - 2. Ten (10) month bargaining unit members on the twelve (12) month plan must designate not later than April 1, if they wish a lump sum payment at the end of the school year. The twelve (12) month lump sum plan, once designated, shall continue in effect from year to year unless cancelled by the bargaining unit member not later than April 1 in any school year.



3. Bargaining unit members eligible for longevity/continuing maximum salary may elect to receive same in a lump sum payment. Bargaining unit members who elect the lump sum payment shall designate, not later than April 1, that they wish longevity/continuing maximum salary for the succeeding year in a lump sum. This arrangement, once designated shall continue in effect from year to year unless revoked by the bargaining unit member by April 1 in any school year.
  4. If an employee receives an overpayment of funds for salary or other amounts, and it has been determined that in fact there has been such an overpayment, the Board will pursuant to MCLA 408.477; MSA 17.277 (2) deduct the overpayment from the bargaining unit member's wages. If the overpayment has occurred over a period of time, such deductions shall also be made over the same period of time, or through the balance of the fiscal year whichever is longer.
- B. Upon employment, new hires may be granted up to full credit on the salary schedule for experience acquired outside of the District.
1. Bargaining unit members who are hired after July 1, 1985, shall not be eligible for the first longevity step provided in section C of this Article until they have been continuously employed in a bargaining unit position for six (6) years.
  2. In determining eligibility for longevity, unpaid leaves of absence and periods of layoff shall not serve to interrupt a bargaining unit member's continuous employment; however, during unpaid leaves of absence and periods of layoff, the bargaining unit member shall have his years of service frozen until such time as he/she may return to a bargaining unit position.
  3. Upon completion of the requisite years of service as noted in sections 1 and 2 above, the bargaining unit member shall be entitled to receive annual longevity salary as specified in section C of this Article.
- C. Bargaining unit members who were hired prior to July 1, 1985, shall be entitled to an annual longevity salary based upon years of credited experience and in accordance with the following:
1. Longevity/continuing maximum salary may be in a lump sum and remitted in a check separate from the regular payroll check on the last payroll in November of each year.

2. Longevity salary shall be in increments of \$770.00 in 1994-95; \$777.00 in 1995-96; and \$785.00 in 1996-97 beginning with the eleventh step and every year thereafter.
  3. The payment of the first increment of longevity salary shall commence with a bargaining unit member's 11th step, shall be paid each and every year thereafter, and shall increase by one additional increment at a bargaining unit member's fourteenth, seventeenth, and twentieth step.
  4. Longevity is a payment for continued service in the District. When an eligible employee is discontinuing employment from the District and has not completed a full school year, he/she shall be entitled to a pro rata share of the longevity payment for that school year based upon the number of contract days worked compared to the total number of contract days for that year.
- D. Bargaining unit members who qualified for continuing maximum salary under the provisions of a previous Master Agreement, shall continue to receive said benefit except that the number of longevity/continuing maximum payments or any combination thereof, shall not exceed four (4).
- E. Ten (10) month bargaining unit members who work before the commencement of the school year and/or after the close of the school year shall be compensated at their regular hourly rate of pay.
- F. The Employer shall provide without cost to the bargaining unit member, one (1) of the following MESSA Plans for a full twelve (12) month period for the bargaining unit member and his eligible dependents as defined by MESSA. Bargaining unit members not electing Plan A will select Plan B.
1. Plan A  
  
Super Care 1  
Delta Dental Plan E-007 with internal and external COB  
\$25,000 Life Insurance with AD & D  
Vision Care, VSP 2
  2. Plan B  
  
Super Care 1 Single Subscriber Premium toward any of the MESSA Non-Taxable Variable Health Options and/or an Annuity as defined in Section 403(b) of the Internal Revenue Code.  
  
Delta Dental Plan E-007 with internal and external COB \$30,000 Life Insurance with AD & D Vision Care, VSP 3

3. In addition to the foregoing, the Employer shall pay the premiums for long term disability insurance coverage which will provide a monthly benefit of 66 2/3% of a bargaining unit members contractual salary up to a maximum covered annual salary of \$34,000.00. Benefits will commence upon either: (i) the expiration of thirty (30) calendar days of disability accumulated in any twelve (12) consecutive months or upon the exhaustion of accumulated sick days, whichever is later, as long as the last three (3) days of disability are consecutive and due to the same or related cause or (ii) upon expiration of three (3) consecutive days of disability occurring during a school year in which the requirement set forth in (i) above was previously satisfied. Long term disability benefits will be subject to the rules and regulations of the insurance carrier. The Board shall name the carrier for long term disability insurance.

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

1. Plan A

Super Care 1 Single Subscriber Premium toward Super Care 1

2. Plan B Super Care 1 Single Subscriber Premium to be applied toward the following:

Delta Dental Plan E-007 with internal and external COB  
\$25,000 Life Insurance with AD & D  
Vision Care, VSP 2

Any remaining balance may be applied as stated in section 4 below.

3. In addition to the foregoing, the Employer shall pay the premiums for long term disability insurance coverage which will provide a monthly benefit of 66 2/3% of a bargaining unit members contractual salary up to a maximum covered annual salary of \$34,000.00. Benefits will commence upon either: (i) the expiration of thirty (30) calendar days of disability accumulated in any twelve (12) consecutive months or upon the exhaustion of accumulated sick days, whichever is later, as long as the last three (3) days of disability are consecutive and due to the same or related cause or (ii) upon expiration of three (3) consecutive days of disability occurring during a school year in which the requirement set forth in (i) above was previously satisfied. Long term disability benefits will be subject to the rules and regulations of the insurance carrier. The Board shall name the carrier for long term disability insurance.

4. Should the bargaining unit member be covered by dental and/or vision insurance through a spouse, s/he may waive his/her right to the same through the Employer in which case, the appropriate portion of the single subscriber premium will be applied to the cost of the remaining portion of the above program, and the balance may be applied toward any of the MESSA non-taxable variable health options and/or an annuity as defined in Section 403(b) of the Internal Revenue Code.
- H. Effective September 1, 1995, the Board will pay the increase in health insurance premiums up to a maximum of five percent (5%) over the 1994-95 health insurance premiums. Any increase beyond the five percent (5%) shall be borne by the bargaining unit members.
- I. Effective September 1, 1996, the Board will pay the increase in health insurance premiums up to a maximum of ten percent (10%) over the 1994-95 health insurance premiums. Any increase beyond the ten percent (10%) shall be borne by the bargaining unit member.
- J. The bargaining unit member may have the difference between the premiums paid by the Employer and the cost of his insurance program payroll deducted. Further, bargaining unit members may enter into a salary reduction agreement with the Employer for the purpose of paying for insurance premiums as provided in sections H and I of this Article.
- K. General Information
1. The insurance year for all eligible bargaining unit members shall be September 1 through August 31.
  2. Insurance provided by the Board under any health, dental and vision option above, shall cover either the bargaining unit member only, or the bargaining unit member and spouse or full family coverage, as the bargaining unit member is eligible.
  3. In order to provide for an orderly transfer of coverage for bargaining unit members wishing to change options, an open enrollment period shall be designated in cooperation with the various carriers annually.
  4. Once coverage is designated, it shall not be altered except as birth or adoption, marriage, social security eligibility, death or change in dependent status is involved, or until the next open enrollment period. Bargaining unit members are required to notify the Personnel Office of any such changes within thirty (30) calendar days of the change. Bargaining unit members failing to do so must reimburse the District for any unnecessary premiums paid on the bargaining unit member's behalf.

5. Failure to make use of all, or any part of the maximum possible premium coverage available, shall not make any funds transferable to cash or other form of benefit for the benefit of the bargaining unit member or others.
6. Insurance premiums for new employees who are on the job on or before the 15th day in any month, shall be paid from the first of the following month. For those employed subsequent to the 15th in any month, insurance premiums shall be paid from the first of the second succeeding month.

Insurance premiums for bargaining unit members leaving the payroll prior to the 15th in any month, shall cease with that month. The Board will consider a bargaining unit member to have left the payroll at the end of ten (10) working days after the bargaining unit member is not working and has exhausted sick leave and business leave benefits. If this day falls on or before the 15th of the month, the bargaining unit member will assume next month's premium. If this day is after the 15th of the month, the Board will pay next month's premium but the bargaining unit member will pay subsequent premiums. The date of actual payment of wages to the bargaining unit member will not be used to determine the question of "leaving the payroll."

7. For bargaining unit members leaving the payroll for reasons of health, their health and LTD insurance will be continued by the Board for two (2) additional months.
  8. Bargaining unit members who have been employed the entire school year and who resign effective with the end of a school year, shall have their Board-paid insurance coverages extended through the following August.
  9. When a bargaining unit member or his/her spouse becomes eligible for Medicare, the bargaining unit member or spouse may sign up for Medicare.
- L. Upon a bargaining unit member's retirement in accordance with the requirements of the Michigan Public School Employee's Retirement Act, a terminal leave payment determined by the greater of 1 or 2 below will be paid provided the bargaining unit member has been continuously employed in the District for at least ten (10) years.
1. \$80 per year of employment in the District, or
  2. A sum equal to 50% of the current wage for each accumulated sick leave day.

*+ payout for  
vac. days*

*over*



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

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

M. Worker Compensation

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

1. After the seven (7) calendar day waiting period, the bargaining unit member is eligible for Worker Compensation benefits.
2. Following this period, the bargaining unit member may choose (1) to receive Worker Compensation benefits only, with no charge against sick leave; or (2) to receive salary in addition to Worker Compensation benefits to achieve normal pay level with that salary charged against sick leave on a prorated basis. The Board shall pay to such bargaining unit member the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act until his/her accumulated sick leave is exhausted. The foregoing is subject to the requirements of Section 354 of the Worker Compensation Act, as amended.
3. It shall be the bargaining unit member's responsibility to notify the Personnel Office of his/her choice of the above options within five (5) days of the injury or illness.

- N. A bargaining unit member or the employer may initiate the enrollment of a bargaining unit member in a work related class to improve the skills of the bargaining unit member. The request must be approved by the Assistant Superintendent for Personnel in advance. The Board shall reimburse tuition expenses of the bargaining unit member upon successful completion. If the class is only available during the bargaining unit member's regular work day the employee may be released from work without loss of pay.



9  
O. List of Job Classifications

Classification I:

Secretary to Senior High Principal  
Secretary to Junior High Principal  
Middle School Building Secretaries  
Secretary to Community Education Director  
Accounts Payable Clerk  
Accounting Clerk  
Payroll Clerk  
Fringe Benefit/Payroll Clerk  
Bookkeeper/Secretary at Senior High  
Secretary to ~~Physical Plant~~ Supervisor  
Data Processing Secretary for Junior High Data Processing  
Clerical Offset Operator  
Secretary for Purchasing and Transportation  
Secretary to Assistant Superintendent for Curriculum and Elementary Education  
Elementary Building Secretaries  
Secretary to Director of Special Education  
Secretary to Assistant Principal at Senior High

Classification II:

Secretary to Assistant Principal at Junior High  
Secretary to the Director of Information/Data Systems  
Secretary to Assistant Principal - Student Services, Senior High  
Secretary to Counselors at Senior High  
Receptionist at Education Center  
Library Clerk - Media Technician  
Elementary Building Library Clerks  
Secretary to Senior High Librarian  
Community Education Bookkeeper  
Special Education Secretary/Records  
Community Education Receptionist/Secretary

Classification III:

Secretary to Food Service Supervisor  
Clerk/Typist to Athletic Director  
Community Education Facility Clerk  
Clerk/Typist for Project Ed Plus  
Secretary/Receptionist for Personnel

1. Positions within each classification may be scheduled on a ten, eleven, or twelve month work year, and on a full or part-time basis.
  2. The above listing constitutes the classification of position in existence as of the date of ratification of this Agreement. Nothing herein shall preclude the addition, deletion, or reclassification of positions according to established procedures.
  3. No job classification or job description shall be changed up or down without a meeting between the employee involved, or if for a vacant position, the President of the Association, and the Assistant Superintendent for Personnel.
- O. The annual salary schedule for secretarial positions covered by this Agreement is attached to and incorporated into this Agreement as Appendix A.

## ARTICLE XIX

### DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1994, and shall continue in effect until June 30, 1997. Retroactive wage rates back to July 1, 1994 shall be paid in one lump sum in a separate check as soon as possible subsequent to ratification of the agreement.

Board \_\_\_\_\_ Association \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX A: Salary Schedule**

1994-1995:	STEP	CLASS I	CLASS II	CLASS III
	0	\$ 0.00	\$10.17	\$ 9.83
	1	10.85	10.56	10.22
	2	11.37	10.96	10.64
	3	11.88	11.38	11.05
	4	12.36	11.79	11.45
	5	12.85	12.21	11.87
	6	13.37	12.60	12.27
	7	13.87	12.93	12.56

1995-1996:	STEP	CLASS I	CLASS II	CLASS III
	0	\$ 0.00	\$10.47	\$10.12
	1	11.17	10.87	10.52
	2	11.71	11.29	10.96
	3	12.23	11.72	11.38
	4	12.73	12.15	11.80
	5	13.24	12.57	12.22
	6	13.77	12.97	12.64
	7	14.29	13.31	12.93

1996-1997:	STEP	CLASS I	CLASS II	CLASS III
	0	\$ 0.00	\$10.79✓	\$10.42
	1	11.51✓ 11.74	11.20✓	10.84✓
	2	12.06✓ 12.20	11.63✓	11.29✓
	3	12.60✓ 12.85	12.07✓	11.72✓
	4	13.11✓ 13.37	12.51✓	12.15✓
	5	13.64✓ 13.91	12.95✓	12.59✓
	6	14.18✓ 14.46	13.36✓	13.01✓
	7	14.72✓ 15.01	13.71✓	13.32✓

Longevity Steps:  
 0, 11  
 14  
 17  
 20

**APPENDIX B:**  
**EVALUATION FORM**

Evaluation Form for Classified Employees  
Ranking on Indicators of Work Effectiveness

Employee Name: \_\_\_\_\_ Classification \_\_\_\_\_ Date: \_\_\_\_\_

Job Description - Check one:  is revised and accurate  is not accurate and will be revised  does not exist for this position

- |                                  |   |     |     |     |    |    |    |
|----------------------------------|---|-----|-----|-----|----|----|----|
| 1. <b><u>Adaptability:</u></b>   | Ability to learn the job; to perform under changes in work or working conditions; job performance in emergencies.         | 110 | 105 | 100 | 95 | 90 | 85 |
| 2. <b><u>Initiative:</u></b>     | Ability to work independently and effectively in the absence of a supervisor or supervision.                              | 110 | 105 | 100 | 95 | 90 | 85 |
| 3. <b><u>Knowledge:</u></b>      | Ability to understand the essential job functions and details of the job; knowledge/utilization of equipment for the job. | 110 | 105 | 100 | 95 | 90 | 85 |
| 4. <b><u>Organization:</u></b>   | Ability to organize work; ability to manage time.   | 110 | 105 | 100 | 95 | 90 | 85 |
| 5. <b><u>Appearance:</u></b>     | Appropriate, neat and clean work appearance.  | 110 | 105 | 100 | 95 | 90 | 85 |
| 6. <b><u>Inter-Personal:</u></b> | Ability to get along well with others, including the public; patience and courtesy.                                       | 110 | 105 | 100 | 95 | 90 | 85 |
| 7. <b><u>Punctuality:</u></b>    | Arrival/departure/work commence at assigned time; attendance.   | 110 | 105 | 100 | 95 | 90 | 85 |
| 8. <b><u>Responsibility:</u></b> | Effectiveness in developing goals and standards; delegating responsibility, making decisions and applying policies.       | 110 | 105 | 100 | 95 | 90 | 85 |
| 9. <b><u>Work Quality:</u></b>   | Effective completion of assignments; work accuracy and neatness   | 110 | 105 | 100 | 95 | 90 | 85 |
| 10. <b><u>Quantity:</u></b>      | Work amount produced compared to job quantity standards.  | 110 | 105 | 100 | 95 | 90 | 85 |

Signature of Employee \_\_\_\_\_ Signature of Supervisor \_\_\_\_\_

## Evaluation Form for Classified Employees

Employee Name: \_\_\_\_\_ Conference Date: \_\_\_\_\_

### Explanation of Ranking

- 110: Most competent. Performance is significantly beyond expectations. This rating needs to be supported by narrative evidence meriting this ranking.
  
- 105: Above expectations. Performance is beyond expectations. This rating needs to be supported by documentation.
  
- 100: Meeting expectations. Performance meets the expectations for this position.
  
- 95: Somewhat below expectations. Performance is somewhat below the expectation for this position. This rating needs to be supported by documentation.\*
  
- 90: Below expectations. Performance is below expectation for this position. This rating needs to be supported by documentation.\*
  
- 85: Unsatisfactory Performance. Performance is clearly unsatisfactory. You are required to take prompt corrective action. This rating needs to provide for employee corrective actions establishing expectations on a short & long term basis.\*

\* *Where performance is below expectations, the reason(s) therefore shall be set forth in specific written terms as shall an identification of the ways in which the employee is to improve and of the assistance to be given by the Administration. Further, a reasonable deadline for improvement shall be established and the consequences for failure to improve shall be specifically set forth. Subsequent evaluations shall show that any previously noted deficiency has been corrected or that the deficiency still exists.*

Check one:

- Work performance is rated satisfactory or better overall
  
- Work performance is rated less than satisfactory overall- Corrective Action Plan is attached.
  
- Probationary employee - Evaluation Satisfactory/Recommendation for continued employment
  
- Probationary employee - Evaluation is unsatisfactory and employment is hereby terminated

Signature of Employee \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Supervisor \_\_\_\_\_ Date: \_\_\_\_\_

**LETTER OF AGREEMENT**  
between  
**Holt Board of Education**  
and the  
**Holt Educational Support Personnel Association, MEA/NEA**

WHEREAS the State Aid Act provides grant monies on a per student basis in additional revenues to fund an extended school year; and

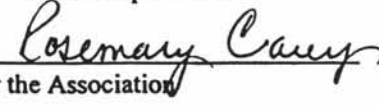
WHEREAS it is in the parties' mutual interests to pursue the additional revenues; and

WHEREAS an extended school year modifies the bargaining unit member's wages, hours, terms and conditions of employment, as set forth in the master agreement, the parties have negotiated with regard to the issues related to an extended school year and agree as follows:

- A. The work year for "ten month" employees shall begin on August 8, 1994 and end on June 21 for the 1994-1995 school year; August 7, 1995 and June 19, 1996 for the 1995-1996 school year; and August 5, 1996 and June 18, 1997 for the 1996-1997 school year.
- B. 1. Ten month employees will report to work two weeks prior to the start of the school year. Each employee and his/her supervisor may agree to substitute other days of work in place of some or all of the days in the first of the two weeks mentioned above.
2. Ten month employees will remain on duty four (4) days following the last day of work for teachers.
3. The Friday before Labor Day shall be off without pay.
- C. At the beginning of each school year ten month employees shall be credited with an additional one-half (1/2) day of sick leave.
- D. "Ten month" employees who had portions of their wages deferred for payment over the summer months shall receive what would have been their final check in June.
- "Ten month" employees who elect to defer portions of their wages for payment during the summer shall receive wages in 27 installments. Other "ten month" employees shall be paid in 23 installments.
- E. The terms of the collective bargaining agreement shall be in effect during the term of the extended school year. The terms of this Letter of Agreement shall be subject to the Grievance Procedure.
- F. This Agreement shall expire on June 18, 1997.
- G. In the event the District does not implement the Extended School Year, this agreement shall be null and void.
- H. This Agreement shall be subject to the respective parties' ratification procedures.

  
\_\_\_\_\_  
For the Board of Education

9-20-94  
Date

  
\_\_\_\_\_  
For the Association

9-20-94  
Date



1997-98      STEP      CLASS I      CLASS II      CLASS III

AN OFF SCHEDULE LUMP SUM PAYMENT OF TWO PERCENT (2%) OF BASE WAGES FOR THE YEAR OFF SCHEDULE - NON-CUMULATIVE TO BASE RATE.

1998-99      STEP      CLASS I      CLASS II      CLASS III

0	\$ 0.00	\$11.01	\$10.63
1	\$11.74	\$11.42	\$11.06
2	\$12.30	\$11.86	\$11.52
3	\$12.85	\$12.31	\$11.95 <del>\$11.96</del> 11.95
4	\$13.37	\$12.76	\$12.39
5	\$13.91	\$13.21	\$12.84
6	\$14.46	\$13.63	\$13.27
7	\$15.01	\$13.98 <del>\$13.99</del> 13.98	\$13.59

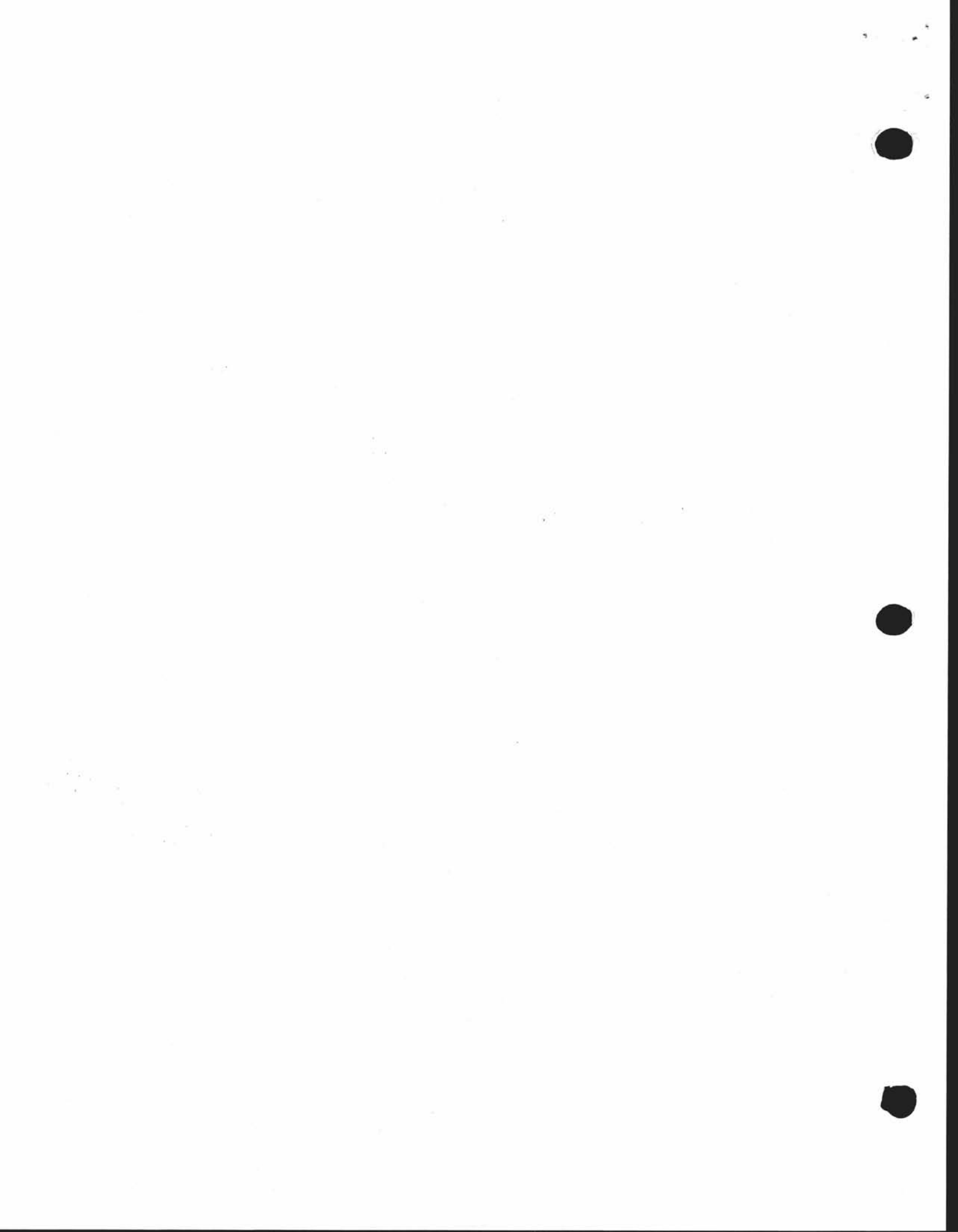
1999-2000      STEP      CLASS I      CLASS II      CLASS III

Longevity 98-99 = \$800.00  
WAGE REOPENER - BARGAINING

*Deb Anderson +  
Jan Wenglekowski  
Retro salary to beg. of  
98-99 per SSz.*

STEPS AND LONGEVITY

STEPS FOR 1997-98 AND 1998-99 TO BE PAID RETROACTIVE TO JULY 1, 1998.  
(EXAMPLE WOULD BE ON STEP 4 FOR 1997-98 WILL JUST BE PLACED ON STEP  
5 AS OF JULY 1998; NO RETRO LONGEVITY FOR 1997-98, BUT CREDIT FOR  
TIME)



1997-98      STEP      CLASS I      CLASS II      CLASS III

AN OFF SCHEDULE LUMP SUM PAYMENT OF TWO PERCENT (2%) OF BASE WAGES FOR THE YEAR OFF SCHEDULE - NON-CUMULATIVE TO BASE RATE.

1998-99	STEP	CLASS I	CLASS II	CLASS III
↑ 4% 12.21	↑ 3% 12.09	0	\$ 0.00	\$11.01
12.79	12.69	1	\$11.74 .027	\$11.42 .032
13.36	13.24	2	\$12.30 .036	\$11.86 .029
13.91	13.77	3	\$12.85 .042	\$12.31 .028
14.47	14.33	4	\$13.37 .046	\$12.76 .029
15.04	14.89	5	\$13.91 .050	\$13.21 .028
15.61	15.46	6	\$14.46 .057	\$13.63 .026
		7	\$15.01 .068	\$13.98 .029
				\$10.63
				\$11.06
				\$11.52
				\$11.95 // 1.96
				\$12.39
				\$12.84
				\$13.27
				\$13.59

1999-2000      STEP      CLASS I      CLASS II      CLASS III

WAGE REOPENER - BARGAINING

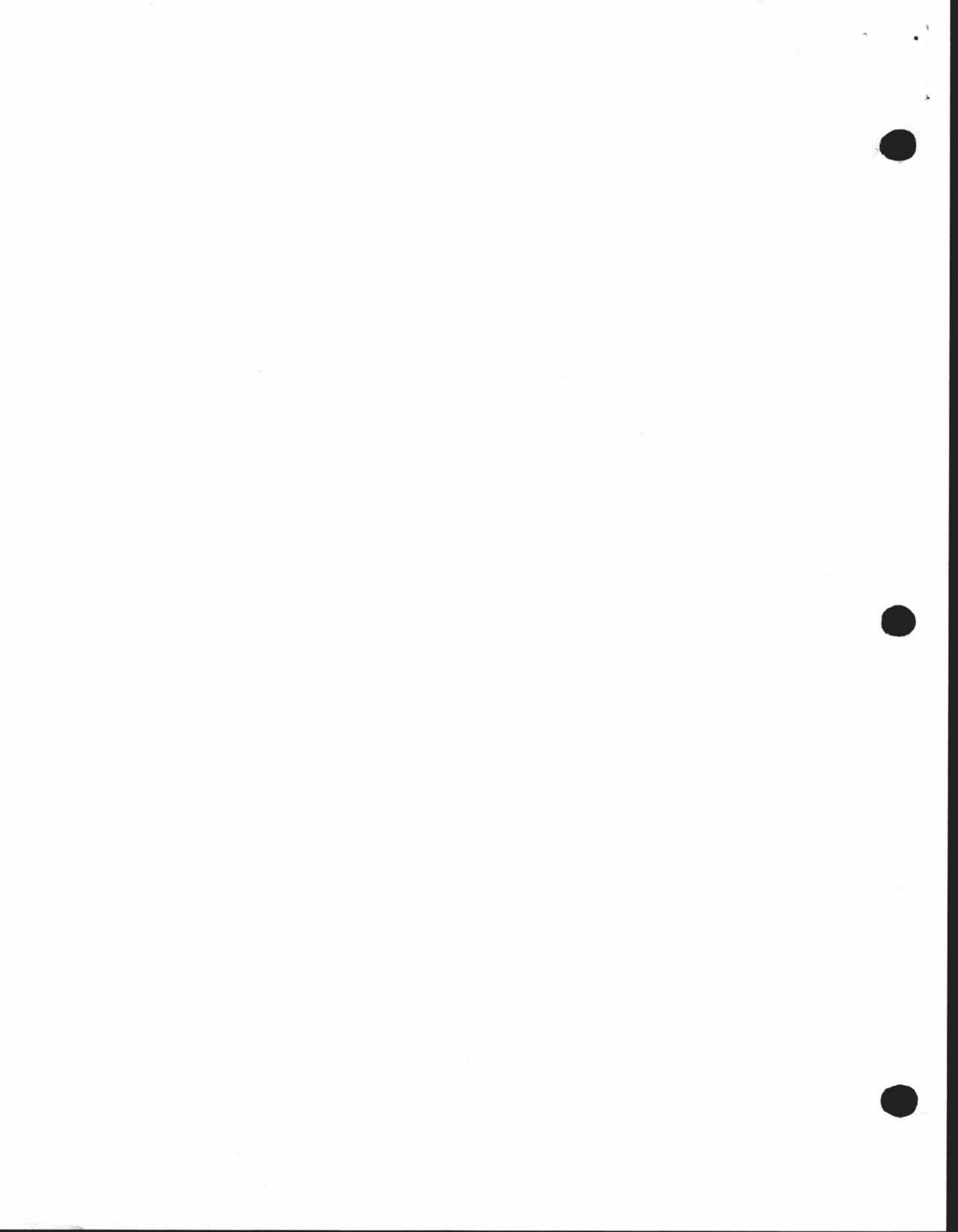
Dawn is at Step 12, class I-12, \$15.01/hr.  
1st longevity issued 7/1/98 = \$800.00 = Total \$30,182.08

3% inc  
30,262.95  
800.00  
-----  
31,062.95  
- 30,182.08  
-----  
\$ 888.87

4% inc  
30,556.58  
800.00  
-----  
31,356.58  
- 30,182.08  
-----  
\$ 1,174.50

STEPS AND LONGEVITY:

STEPS FOR 1997-98 AND 1998-99 TO BE PAID RETROACTIVE TO JULY 1, 1998. (EXAMPLE WOULD BE ON STEP 4 FOR 1997-98 WILL JUST BE PLACED ON STEP 5 AS OF JULY 1998; NO RETRO LONGEVITY FOR 1997-98, BUT CREDIT FOR TIME)



Tentative Agreement  
Holt Public Schools  
And  
Secretaries

Wages:

1<sup>st</sup> year 1997-98: an off schedule lump sum payment of 2% of base wages for the year – off schedule- non-cumulative to base rate

2<sup>nd</sup> year 1998-99: an on schedule 2% wage increase to base wages on schedule – cumulative to base wage

3<sup>rd</sup> year 1999-2000: wage re-opener

Steps and Longevity:

Steps for 97-98 and 98-99 to be paid retroactive to the start of school August 1998. [Example would be on step 4 for 97-98 will just be placed on step 5 as of August 1998; no retro longevity, but credit for time]

Longevity Rates

97-98 \$785.00

98-99 \$800.00

Article XVIII, L 1&2:

\$100 per year of employment in the District; remainder current contract language.

Article XVIII Paragraph C [3] :

add a new longevity step at year 23

Withdrawn

District Workers Comp proposal – withdrawn

Association Vacation proposal – withdrawn

Association Article XVIII, Paragraph B proposal on new hires – withdrawn.

