

**2003 - 2008**

**Master Agreement**

**between the**

**Huron Valley Schools Board of Education**

**and**

**The Huron Valley Continuing Education Federation**

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**ARTICLE I**  
**RECOGNITION**

**1.01 Bargaining Unit**

The Huron Valley Schools "Employer" recognizes the Huron Valley Continuing Education Federation "Union" as the sole and exclusive bargaining representative for all full-time and regularly scheduled personnel in the continuing education program as defined by consent agreement case #R91 E-136. For the purposes of this agreement, the term "employees" shall mean any member of the bargaining unit.

**1.02 Fair Employment Practices**

- A. This agreement shall be applied uniformly to all members of the bargaining unit.
- B. The provisions of this agreement shall be applied without regard to race, creed, religion, ethnic group, national origin, age, sex, marital status, height, weight, or non-job interfering handicap.
- C. Membership in the Union shall be open to all employees regardless of race, creed, religion, ethnic group, national origin, age, sex, marital status, height, weight, or non-job interfering handicap.

**1.03 Dues Deduction**

- A. All employees as a condition of continued employment shall either:
  - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Union and such authorization shall continue in effect from year to year unless revoked in writing; or
  - 2. Any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall as a condition of employment, pay a representation fee to the Union. The representation fee shall not exceed an amount permitted by law and shall be limited to the employee's proportionate share of the cost of the bargaining, contract administration and grievance processing. Procedural safeguards shall be established by the Federation to insure that non-members are not compelled to subsidize political or ideological activities of the Union unrelated to its representational function. The employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph A-1 of this Article.

All employees new to the district will be informed of these requirements as well as other appropriate employment packets when being offered employment in the district.

- B. The Union agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of Paragraph A above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Union of all additions, deletions, or change in status of members of the bargaining unit.
- C. Authorized deduction of membership dues shall be made from employee's paycheck each month in accordance with district pay periods beginning with the second paycheck in July and ending on June 30 of each year. The Board agrees to promptly and monthly remit to the Union Treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made. Employees may also pay their dues in full to the Union Treasurer within sixty (60) days of the onset of each fiscal year.
- D. The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deduction other than to correct such errors. In the event of overpayment the Union agrees to properly refund such monies as soon as practical.
  - 1. The Union assumes full responsibility for the validity and legality of such employee deductions as are made by the Board pursuant to this Section and agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Union.
  - 2. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of action taken by the Board in reliance upon claims made by the Union that an employee must be discharged because the employee is not a member in good standing.
- E. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Union and the Board:
  - 1. Credit Union
  - 2. Tax Sheltered Annuities
  - 3. United Way
  - 4. Voluntary PAC Contribution

**ARTICLE II**  
**EFFECT OF AGREEMENT**

**2.01**

If any provision of this agreement is, or shall be at any time, found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or endorsed, except to the extent permitted by law. All other provisions of this agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation on substitute language for the voided provision(s).

**2.02**

For the duration of the agreement, neither the Union nor its officers will engage in, authorize, encourage or support any concerted interruption of educational or subsidiary related activities to a cessation, withdrawal or withholding of services, either in whole or in part, by members of the bargaining unit, nor shall the Employer authorize a lockout. Failure by employee(s) to return to their work stations upon request by the Employer shall result in disciplinary action up to and including discharge.

**ARTICLE III**  
**RIGHTS AND RESPONSIBILITIES**

**3.01 Board Rights**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. provide executive management and administrative control of the system and its properties and facilities, and the activities of its employees;
2. to hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions, and to promote, transfer, and assign all such employees.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this agreement and Public Act 379, and then only to the extent such terms thereof are in conformance with the Constitution and laws of the State of Michigan and Constitution and the laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

**3.02 Personnel File**

- A. Evaluations, correspondence, or other material making reference to an employee shall be kept in a personnel file located at the Board of Education office.
- B. All personnel file record keeping will be in compliance with the employee right to know laws. Employees shall have the right upon request to review the contents of their own personnel file. A representative of the Union may, at the employee's request, accompany the employee in this review. The review shall be made in the presence of the individual in charge of Personnel or their designee, or the Superintendent of Schools. A written statement, for inclusion in the personnel files, may then be made by the employee in regard to materials that were not signed by the employee.
- C. Documents with the exception of confidential credentials and recommendations submitted for the purpose of employment shall not be placed in the employee's file without the employee's knowledge and opportunity to respond thereto.
- D. Employees believing that material contained in their personnel file is false or incorrect, with the exception of performance evaluations, may, at their option, register a complaint

through the grievance procedure to have said material corrected or expunged from their file.

- E. Following twenty-four (24) months of satisfactory service, disciplinary matters appearing therein shall not be considered by the administration when making disciplinary decisions, with appropriate exception. Appropriate exception as used herein shall include serious misbehavior or patterned behavior which interferes with an individual's employment or work assignment.

### **3.03 Discipline and Discharge**

- A. An employee shall be entitled, at his/her request, to have present a representative of the Union when he/she is being reprimanded or disciplined for any infraction of rules or delinquency in performance. When a request for such representation is made and no representative is made available within five (5) days, the meeting shall proceed and a written record of the proceedings shall be furnished the employee and the Union.

Nothing in this Article shall prevent the employer from taking immediate and disciplinary action should it be required by the circumstances.

- B. No employee shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation by the Board or representative thereof, shall be done in privacy. The employee shall be informed in writing of the basis for disciplinary action.
- C. Written notice of discharge or suspension shall be presented to the employee and the Union on the same day.
- D. Grievances involving an appeal of discharge or suspension shall be initiated directly to Level Two within five (5) working days of receipt of written notice as provided above.
- E. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge or take disciplinary action other than for Union activities involving a probationary employee without a grievance filed or processed.

### **3.04 Exchange of Information**

- A. The Union and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as all other employee groups in the district, as established by Board policy.
- B. The Union may have the privilege of using school equipment including typewriters, duplicating machines and audio visual equipment at reasonable times. The Union shall

compensate the district for the reasonable cost of all material and supplies as determined by the building administrator.

- C. Bulletin board space conveniently located shall be made available to the Union and its members.
- D. The Board agrees to furnish to the Union, in response to written requests from time to time, available information which the Union requires to process grievances, administer this agreement, and to formulate contract proposals.
- E. An official copy of all regular Board meeting minutes shall be given to the Union President.
- F. The Union shall submit to the employer a current list of all duly elected Union officials, building representatives, and alternates within ten (10) days of any change.
- G. Duly authorized officials of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided it does not interfere with or interrupt or affect normal school operations or assigned duties. It is the responsibility of the above-mentioned officials to report their presence to school office personnel before their conference with any member of the bargaining unit.



**ARTICLE IV**  
**NEGOTIATION PROCEDURES AND BUILDING MEETINGS**

**4.01**

Negotiations for a new agreement or modifications of the existing agreement shall begin at a time, date and place mutually determined by the Employer and the Union.

**4.02**

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Employer and Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and recommend ratification in the course of negotiations.

**4.03 Meetings**

- A. Meetings will be arranged by the administration upon the written request of an administrator or Federation.
- B. The person(s) requesting the meeting shall provide a written agenda of subjects to be discussed when the meeting is requested.
- C. If meetings are scheduled during working hours, members of the committee/staff shall not lose pay.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**5.01 Definition**

- A. A claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of the agreement may be processed as a grievance as hereinafter provided.
- B. The term "notice" shall mean written notice to all persons concerned.
- C. The term "days" shall mean days on which Central Office is open for business, except where otherwise indicated.

**5.02 General Principles**

- A. A grievance may be withdrawn at any level.
- B. In the event a grievance is based on a complaint which the Director has not created, then the grievance may be filed with the appropriate administrator after a Level One discussion with that administrator. Such grievance(s) will then proceed to Level Three.
- C. Arbitration expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- D. The primary purpose of this procedure is to secure in the most efficient manner equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any grievant, or the Director to discuss the matter informally with an appropriate member of the administration or Union.
- E. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted up to, but not including, arbitration without intervention by the Union, if the adjustment is not inconsistent with the terms of this agreement; provided that the Union has been given the opportunity to be present at such adjustment.
- F. The number of days at each level shall be considered as maximum, and every effort shall be made to expedite the process.
- G. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein, and shall have no power to extend such limits.

- H. No decision or adjustment of a grievance shall be contrary to any provision of this agreement.
- I. Either party may involve their representative(s) (limit of three) at any and all stages of the grievance proceedings.
- J. There shall be no reprisals of any kind against any employee involved in the grievance procedure by reason of such involvement.
- K. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
- L. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- M. Copies of all written grievances shall be provided to the Union President and the Human Resources Office.
- N. The Employer and the Union shall not be permitted to assert in any arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- O. If the Union and the Employer mutually agree, steps of the grievance procedure may be waived, and the grievance submitted immediately to binding arbitration without regard to remaining steps with the understanding that a submission of facts and stipulations of issues will be agreed to in order to facilitate the arbitration process.
- P. The arbitrator's decision shall be final and binding on the Union, all employees covered by this agreement, and on the Employer.
- Q. Failure by the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- R. Failure by the Employer or his/her designated agents to communicate a decision on a grievance within the specified time limits shall permit the employee and/or the Union to proceed to the next level.
- S. The expenses of the arbitrator shall be borne equally by the parties. The arbitrator shall assess costs to each party in each case in accordance with this principle.

### **5.03 Procedure for Adjustment of Grievances**

#### **A. Level One**

An employee(s) and/or the Union with a grievance shall discuss it within seven (7) working days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance with his/her Director in an attempt to reach a satisfactory solution.

#### **B. Level Two**

If the grievant is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within seven (7) working days after presentation of the grievance, the grievant may file the grievance in writing within another seven (7) working days with the Director.

Within seven (7) working days of receipt of the written grievance, the Director shall meet with the grievant, necessary witnesses, and/or the Union on the grievance.

Within seven (7) working days of such meeting, the Director shall answer the grievance in writing to the aggrieved employee, with a copy to the Union President.

#### **C. Level Three**

If the grievant is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within seven (7) working days after presentation of the grievance, the grievant may file the grievance within another seven (7) working days with the Superintendent of Schools or his/her designee.

Within fourteen (14) working days the Superintendent of Schools or his/her designee shall meet with the grievant, necessary witnesses, and/or the Union on the grievance. The Union President shall be given at least three (3) working days notice of the meeting. Every attempt will be made to present all pertinent facts and reasons for the grievance at this level.

Within seven (7) working days of such meeting, the Superintendent of Schools or his/her designee shall communicate his/her decision, in writing, to the Union President or his/her designee, and to the aggrieved employee, if any.

#### **D. Level Four**

If the Union is not satisfied with the disposition of the grievance at Level Three (or if no disposition has been made within the period above provided), and if the Union believes that the grievance is meritorious and should be arbitrated, the grievance may be submitted to arbitration by the Union before an impartial arbitrator.

If the parties are unable to reach agreement, an arbitrator shall be selected under the rules and auspices of the American Arbitration Association on a case-by-case basis.

The right to demand arbitration over an unadjusted grievance is limited to a period of

thirty (30) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration.

E. Powers of the Arbitrator

It shall be the function of the arbitrator who shall be empowered, except as the powers are limited herein, after due investigation to make a decision in cases of alleged violation of the specific Articles and Sections of the Agreement.

- (1) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (2) The arbitrator shall have no power to establish salary structure.
- (3) Should the grievance be sustained:
  - (a) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation (not to exceed their rate of pay) that they may have earned from an interim employment during their regular hours of employment.
  - (b) No decision in any case shall require a retroactive wage adjustment in any other case.
- (4) Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.
- (5) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall make a determination on the arbitrability of the grievance.
- (6) If a grievance is sustained, the aggrieved party shall be paid for any financial loss, provided that the aggrieved party specifically shall have suffered such loss.
- (7) No claim for back wages shall exceed the amount of wages the aggrieved party would otherwise have earned at their regular rate, unless the grievance concerns pay for overtime.

**ARTICLE VI**  
**PROBATION**

**6.01 Probation**

The probationary period for new employees will be a period of six (6) months from the date of hire, during which time the probationary employee must be serving on the job.

In the event teacher certification shall be required for holding a position in the bargaining unit, the Michigan Tenure of Teachers Act shall be adhered to including a four calendar year probationary period.

**ARTICLE VII**  
**WORKING CONDITIONS**

**7.01 Work Day**

The full-time work week should consist of forty (40) hours, exclusive of a thirty (30) minute lunch period each day. The scheduling and assignment of work hours and the lunch shall be prepared by the Director.

**7.02 Assault**

Any case of employment-related assault upon an employee shall be promptly reported to the immediate supervisor. The Employer shall provide legal advice, if needed to protect the employee's rights in connection with handling of the incident by law enforcement and judicial authorities.

**7.03 Job Description**

Each employee shall be furnished with a written job description.

**7.04 Break Time**

All employees working eight (8) hours a day shall be allowed two (2) fifteen (15) minute breaks per day. Individuals employed at least four (4) to six (6) hours per day shall be entitled to a relief period equivalent to twenty (20) minutes.

**7.05 Act of God Days**

On any day when school sessions are scheduled but that student attendance is canceled by the Superintendent due to natural causes or Acts of God, then the following provisions shall prevail:

- A. A fan-out system of telephoning will be initiated by the Director to notify employees as early as possible of such school closing.
- B. Bargaining unit members are expected to implement the necessary arrangements and communications pursuant to the school closing.

**ARTICLE VIII**  
**VACANCIES, LAYOFFS, RECALL**

**8.01 Seniority**

- A. Seniority is defined as years of service in the bargaining unit, and shall be established as the first working day. The seniority list shall be updated annually and shall be given to the Union President.
- B. Members of the bargaining unit who leave the bargaining unit and assume other employment with the Employer shall have their seniority frozen and will not accrue further seniority until a return to the bargaining unit.
- C. In the event that more than one employee has the same first working day, seniority shall be ranked by the number of yearly assigned hours. In the event a tie should still persist, then the last two digits of the employees' social security numbers shall determine the order and the employee with the highest two-digit number shall have preference.

**8.02 Loss of Seniority**

Employees shall lose their seniority for the following reasons only:

- A. The employee quits or retires.
- B. The employee is discharged, and the discharge is sustained.
- C. The employee does not return upon recall after proper notification has been sent.

**8.03 Lay off**

- A. Employees who are to be laid off shall be given no less than sixty (60) calendar days written notice.
- B. In the event that it becomes necessary to reduce the number of employees through layoff from employment, then the employees with the most seniority with the district shall be retained; provided that such employees are fully qualified for the positions which remain (including certification where applicable).
- C. The Board shall continue to pay the insurance premiums to the end of the month of layoff.

After the Board stops paying the premiums for insurance, the employee can reimburse the Board for their health coverage quarterly, in advance, for said premium, in accordance with federal and state laws.



#### **8.04 Recall**

- A. Laid off employees shall be recalled in reverse order of layoff, but in all cases the most senior qualified (including certificated where applicable) laid off employees shall be recalled first.
- B. When recalling laid off employees, the following steps shall be followed:
  - 1. The employees recalled will be telephoned.
  - 2. A registered letter shall be sent to the last known address of the employee and a copy sent to the Union President.
  - 3. Employees shall have five (5) working days from receipt of the notice to notify the Board of their intention to return and another five (5) working days to return, except if they are employed elsewhere they shall have another five (5) working days to return.

#### **8.05 Vacancies**

All vacancies shall be posted at the centers. Postings shall include the job description and include the building location and the time of day involved.

- A. All vacancies shall be posted for a minimum of two weeks and shall be filled within a reasonable time after the posting.
- B. Transfers within the bargaining unit shall be made on the basis of qualifications (including certification where applicable), personal interview and seniority. When qualifications and personal interview are deemed comparable by the Director, the decision shall be made on the basis of seniority.

**ARTICLE IX**  
**LEAVES OF ABSENCE**

Leaves of absence, without pay, may be authorized upon recommendation of the Superintendent to the Board. Such leaves shall be confined to leaves for illness, maternity, family illness, child care, study and travel. Specific regulations for each type of leave are outlined as follows:

**9.01 General Principles**

Leaves, other than pregnancy and sick leave, shall be discretionary and shall not be subject to the grievance procedure.

To be eligible for any leave of absence, with the exception of pregnancy or maternity leave, an employee must have been employed by the Board for at least one (1) year.

A leave of absence shall be granted for a maximum of one (1) year.

Employees receiving a leave of absence not exceeding thirty (30) work days shall continue to accrue seniority during the length of the leave. Employees receiving a leave of absence exceeding thirty (30) work days shall not accrue seniority during the length of the leave.

The employee shall keep the employer apprised of their leave status.

The employee shall be guaranteed the same or similar position upon return from a leave of absence providing the attending physician has certified that the returning employee is physically capable of doing the work.

It is understood that the individual employed to replace an employee on leave of absence shall be hired with the understanding that he/she may be placed in another position when the original employee returns or in the event there is no vacancy shall be released.

**9.02 Pregnancy**

In compliance with P.A. 153 of 1978, which requires a sick leave system to be eligible to a pregnant employee on the same terms and conditions as are applicable to other health conditions and temporary disabilities, the following provisions shall be effective:

1. An employee shall be granted a pregnancy leave of absence upon submission of the medical statement confirming the employee's incapacity to work, and such leave shall be extended through the post-natal period, or as outlined in Subsection 3 below.

2. A pregnant employee shall have the option of using her accumulated sick leave or taking a leave without pay to extend six to eight weeks with a guarantee of the same position upon return; or the employee may be granted an unpaid leave of absence for a period not to exceed one (1) year with a guarantee of a position within the same classification upon return. An employee may not change from an unpaid leave to a paid leave after an unpaid maternity leave has been granted.
3. Upon termination of the pregnancy and/or in conjunction with the post natal examination, which confirms the conclusion of the disability, and/or the need for the pregnancy leave, the employee shall be required to return to work. Failure to return to work upon the conclusion of the leave of absence shall be considered a voluntary quit and the employee shall lose her rights to any and all benefits accrued, including compensation, if applicable, and seniority.

### **9.03 Maternity Leave**

It is understood and mutually agreed that maternity leave may be a combination of paid pregnancy leave and unpaid child care leave.

### **9.04 Illness**

Any employee who is forced to miss work due to protracted sickness or illness shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but not to exceed one (1) year, provided that the employee shall be required to provide certification from a competent physician verifying the need for such leave of absence.

### **9.05 Family Medical Leave**

Leave defined in this section is to conform to and not to surpass or exceed the standards and provisions of the Family Medical Leave Act. A leave of absence shall be granted to any (male or female) bargaining unit member for any of the following purposes:

- The birth or placement for adoption or foster care of a child;
- Because of a serious health condition of a family member;
- Because of the employee's own serious health condition;
- The care of a child under age 18.

A family leave may be taken on an intermittent or reduced schedule basis at the employee's option. The employer shall continue all health insurance benefits during a family leave.

## Definitions

For the purposes of the provisions of this Article, a child is defined as the biological, adopted, or foster child, or a step-child, legal ward, or child of a person standing in *loco parentis*. A family member is defined as a child, spouse, parent, parent-in-law, step-parent, or grandparent (grandparent not included in Family and Medical Leave Act provision and standards).

**ARTICLE X**  
**SICK LEAVE POLICY**

- A. Each employee shall be allowed one (1) day per month of employment per year without loss of pay for sick leave. At the beginning of each fiscal year for twelve (12) month employees, or school year for employees working less than twelve (12) months, the employee's "bank" of sick leave days shall be credited with full allowance for that service year. Any sick leave not used by the end of the school year shall be added to the sick leave available for the following year, however, there shall be a maximum of three (3) days accumulation for each week worked in the employee's work year; i.e., forty-four (44) week employees have maximum of one-hundred thirty-two (132) days and fifty-two (52) week employees have a maximum accumulation of one hundred fifty-six (156) days. On any claim for sick leave, a doctor's statement in writing may be required.
  
- B. An employee may be permitted to use a maximum of five (5) days of accumulated sick leave in the event of serious illness (requiring a doctor's consultation) in the immediate family, as defined in Section C. below. The Superintendent may grant additional days, provided the details of such request are submitted in writing.
  
- C. In the event of death in the immediate family, an employee may be granted up to five (5) leave days. The immediate family shall be defined as parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law or sister-in-law. To use this time off without loss of pay or sick leave, the employee must certify in writing to the Executive Director of Human Resources the details of the request.
  
- D. Sick leave accumulated prior to this Agreement shall be credited to the employee as part of the allowable accumulation.

**ARTICLE XI**  
**JURY DUTY**

- A. Any employee who is summoned for jury duty examination and investigation must notify the Personnel Office within seventy-two (72) hours of receipt of such notice. If an employee who has completed the probationary period is summoned and reports for jury duty, such employee shall be paid the difference between the amount received as a juror and the normal week's pay, provided the employee is available for work within the regular work schedule when not occupied with jury.
- B. It is understood by the foregoing provision that: If the employee is dismissed within three (3) hours from the beginning of the employee's regular shift, the employee shall be required to work for the balance of that shift.
- C. To be eligible for jury duty pay differential, the employee must endorse and turn over to the Board all salary checks received for said jury duty.
- D. The employee shall retain the mileage and any expenditures as paid for jury duty.
- E. When the Board considers the initial jury call date detrimental to school operations and can re-schedule the call date, the employee shall report on the re-scheduled date.

**ARTICLE XII**  
**PERSONAL BUSINESS LEAVE**

Each employee shall be allowed two (2) days of employment per school year without loss of pay, vacation time, sick time or other accumulated time to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Business leave may be taken in less than full day increments. Unused personal business days shall be carried over to the employee's sick bank at the end of the fiscal year. Request for a business leave day shall be as far in advance as possible and shall normally be submitted in writing to the immediate supervisor stating the reason for such leave.

**ARTICLE XIII**  
**PROFESSIONAL GROWTH**

**13.01 Conferences**

- A. All members of the bargaining unit are eligible to attend meetings and conferences at the expense of the Board without loss of pay, benefits or allowances within guidelines shown below; provided that adequate budget for same is available.
- B. If the budget permits, the Board agrees to support program appropriate conferences, appropriate within the guidelines shown below:
  - 1. The original conference request shall be submitted by the employee to the immediate supervisor for approval.
  - 2. Employees desiring to attend conferences are required to make application on forms approved by the Board.

**13.02 In-Service**

- A. The Board will absorb the cost of training an individual for a new program instituted or in upgrading skills cited in the employee's job description, provided it is budgeted and approved by the Board.
- B. Reimbursement to employees shall be made for in-service undertaken and completed with prior approval of the Superintendent.
- C. Operation of this section of the contract will be conditional upon budget allocations.
- D. The cost of substitutes required for implementation of this portion of the contract will be covered by the Board within budget allocations available.

**13.03 Tuition Reimbursement**

- A. Reimbursement of tuition costs will be made to employees who complete courses of instruction directly related to their positions, up to \$300 per year. Successful completion denoting a grade of "C" or better shall be required for tuition reimbursement.
- B. To be eligible the employee must obtain the prior approval of the immediate supervisor and the Superintendent.
- C. Decisions made in part 2 above shall not be subject to the grievance procedure.



#### **13.04 Federation Days**

- A. The Board will provide three (3) Federation Days. When possible, the Federation will notify the Superintendent or designee that a Federation day will be used five working days in advance by submitting a business day form signed by the President of the Federation. In the event that the nature of the Federation business prevents five day notification, the Federation President will notify the Superintendent or designee, by phone or in person, no later than 90 minutes prior to the start of the workday.
  
- B. If the administration determines it necessary for the Federation President and/or designee to miss a work period, then such time shall not be deducted from the allotted Federation Days.

**ARTICLE XIV**  
**INSURANCE PROGRAMS**

Insurance benefits shall continue as specified in Article XIV-Insurance Programs, and remain unchanged until June 30, 2008.

**14.01 Hospitalization Insurance**

The Huron Valley Board of Education shall provide hospitalization insurance for all employees covered by this Master Agreement on the following basis:

- A. Beginning with the 2004-2005 school year, subscribers previously on Super Care 1 will be converted to MESSA Choices with a \$5/\$10 RX co pay. Employees hired after December 2, 2000 shall be placed on the MESSA Tri-Med program.
- B. As an option, bargaining unit members who are covered by another health insurance plan may receive an annual cash in lieu of health payment of \$3,248 (2005-2006). This allowance shall be increased each year by the same percentage as the increase in the salary schedule.
- C. Health and hospitalization coverage shall be available on the basis of a twelve month insurance year for each employee and his/her eligible dependents.
- D. Hospitalization insurance shall be available to all employees in the bargaining unit. Provided, however, that any employee who is otherwise covered for hospitalization insurance shall not be eligible for hospitalization insurance under this Agreement. Insurance to part-time employees shall be provided on a pro-rata basis. Example: Part-time employee, the Board shall pay one-half (1/2) of the insurance premium.
- E. New full time employee's insurance shall become effective when insurance requirements are met.
- F. The Board shall pay hospitalization throughout the year.
- G. Employee's eligible for Medicare shall have such premiums paid by the Board, provided that the total premium amount does not exceed the amount the employee would otherwise be eligible for under health insurance.

**14.02 Dental Plan**

The Board shall select the insurance carrier and support the cost of a dental plan for all employees and their eligible dependents covered by this Master Agreement with the following provisions:

- A.
  - 1. 80% Class I benefits which shall include the following services: examinations, radiographs, patient consultations, preventative treatment (primary prophylaxis and topical fluoride treatment), endodontic and periodontic services; and;
  - 2. 50% Class III benefits which shall include orthodontic services at a \$2,500 lifetime maximum benefit per eligible insured person.
- B. In addition to the benefits described above, the Board shall provide 50% Class II dental coverage. The Class II coverage shall include these services: bridges, partials and full dentures. The maximum benefit per person for Basic (Class I) and Major (Class II) combined is \$1,500 per calendar year.
- C. Any employee covered by another group dental plan shall not be eligible for the plans outlined in 1 and 2 above, but shall receive the same benefits as set forth in 1 and 2 above in the following manner: 50% Class I benefits, 50% Class II benefits, and 50% Class III benefits.
- D. Where applicable, the dental programs described above shall provide for both internal and external coordination of benefits.

#### **14.03 Vision Plan**

The Board shall provide without cost to all employees and their eligible dependents, the following vision care plan including coordination of benefits, which shall be effective the first day of the month following ratification of this Agreement.

An examination, frame and one pair of corrective lenses (including prescription sun glasses, photo-ray lenses or contact lenses) will be provided once in a twelve (12) month plan year for each eligible member of the family.

The benefits and payment limitations are:

- 1. Examination - 80% of usual and customary
- 2. Frames, lenses, contacts - 80% to \$200 maximum

#### **14.04 Long-term Disability**

Subject to the terms and conditions of the carrier's policy, absence in excess of three hundred sixty-five (365) consecutive days within an employee's period of employment which is due to illness or disability shall be covered by a long-term disability insurance. This insurance shall pay up to sixty-five percent (65%) of the employee's per diem rate for each scheduled work day for the then remaining portion of the employee's work year, and up to sixty-five percent (65%) of the employee's last yearly wage from that point on until age sixty-five (65). The long-term disability insurance shall provide for a social security freeze provision and primary only social security as an offset. Any benefits received by the employee from Worker's Compensation Insurance or disability and retirement benefits received under Social Security and the Michigan Public School Employees' Retirement

Act shall be deducted from the long-term disability coverage.

Employees must complete forms provided by the insurance company to make claims against it. The insurance company shall have the right to demand medical evidence of the inability of an employee to work from either the employee's personal physician or one named by the company.

Plan of Benefits:

- A. The daily rate shall be based on the employee's last hourly rate. Benefits shall be paid at the rate of up to sixty-five percent (65%) of the daily rate of pay for each regularly scheduled work day.
- B. Benefits are payable for the total number of days for which the insured person would normally and regularly expect to be otherwise compensated during any consecutive fifty-two (52) weeks.
- C. Accident or sickness benefits being with the three hundred sixty-sixth (366th) consecutive day the insured person is disabled while continuously employed as a bargaining unit member.
- D. If the insured person is disabled beyond any fifty-two (52) week period, benefits shall then be payable at the rate of up to sixty-five percent (65%) of the last yearly salary, not to extend beyond age sixty-five (65).

**14.05 Life Insurance**

The Board shall provide group term life insurance for each full time employee in the bargaining unit. The employee shall enroll and designate a beneficiary on the proper form. The amount of such insurance shall be \$25,000. Further, in the event of the accidental death of an employee covered under this policy, the effective amount of this coverage shall be doubled. Coverage for the new employee shall become effective the first of the month following the beginning date of employment, provided the necessary enrollment forms have been filed with the Human Resources Department. The above insurance coverage will become effective the first day of the month following ratification of this contract.

**14.06 General Insurance Provisions**

- A. An employee who fulfills his/her contract and resigns at the end of the school year shall have the insurance coverages listed in this contract continued at District expense through August 31 of the year in which the employee severs employment.
- B. In the event of the death of a bargaining unit member, the employer shall continue payment of premiums for applicable health and dental insurance, including coordination of benefits, through the then current insurance year, provided that such

dependent coverage is not otherwise available to the eligible dependents, and provided the insurance policy permits such continued dependent coverage.

- C. Insurance benefits for an employee who is laid off or who resigns during the school year for health reasons, or for other mutually agreeable reasons, will be extended to reflect the pro-rata portion of the work year which was completed.
- D. The Board, by payment of the premium payments, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted for any reason shall not result in any liability to the Board or the Federation nor shall such failure be considered a breach by either of them of any obligation.

Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure. However, the Board will exert every effort to assist in resolving such problems.

**ARTICLE XV**  
**HOLIDAYS**

A. All regularly scheduled employees shall not be required to work on the following days:

Fourth of July (for 229 days)  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day (if school is not in session)  
Work Day preceding Christmas  
Christmas Day  
Work Day preceding New Years  
New Years Day  
Good Friday (all day, if school is not in session)  
Easter Monday (if school is not in session)  
Memorial Day

B. It is understood, however, that when school is in session, or if it is not feasible to observe the holiday on the designated day, the holiday will be given off at another time of the year determined by the Superintendent of Schools.

**ARTICLE XVI**  
**VACATIONS**

All Mondays through Fridays not designated as holidays or work days are considered to be vacation days.

The Board will pay all unused earned vacation time to Federation members upon termination or resignation.

**ARTICLE XVII**  
**EMPLOYEE PROTECTION**

- A. Any case of assault upon an employee shall be promptly reported to the Board of its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities, provided the employee was acting within the scope of his/her duties and authorities.
- B. As a result of physical assault upon an employee in the course of his/her employment, the Board shall endeavor, within reason, to relieve the employee of any financial loss incurred which is not otherwise covered in this Agreement.
- C. As a result of physical assault, the Board shall cover loss of pay for a period of up to five (5) days should this become necessary, and beyond five (5) days the provision of Article XVIII, Workers Compensation, shall apply as in any other compensation case, provided in each case that it is determined by the Board, or its representative, that the employee was acting in accord with and within the scope of his/her duties and authority and Board Policy.
- D. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or neglect of duty for any damage or loss to person or property.
- E. If any employee has a complaint against him/her lodged with the police department, or is sued as a result of any action taken by the employee while in the performance of his/her regularly assigned duties and performing properly, lawfully and in accordance with Board Policy and administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance be rendered to the employee in his/her defense.
- F. Employees in this bargaining unit shall not be asked to assume the duties of non-bargaining unit positions except in emergencies.
- G. Mileage
1. Employees shall not be required to transport students to and from school activities in their personal cars.
  2. The Board shall set a mileage reimbursement rate annually which is not less than the current IRS rate per mile.
  3. Employees who provide their own transportation shall be reimbursed for:
    - a. travel between duty stations.
    - b. other authorized travel on school business performed on a voluntary basis.

4. The Board shall instruct all employees in the district of the procedures for reimbursement.

**ARTICLE XVIII**  
**WORKERS COMPENSATION**

- A. Each employee shall be covered by the applicable Workers Compensation laws. In the event an employee is entitled to benefits under the Workers Compensation Act, the balance of the individual's weekly earnings not covered by Workers Compensation shall be covered through deduction of sick leave pay allowance in proper proportion.
- B. When an employee is released to return to work after having been absent on a Workers Compensation disability, the employee will be reinstated to the classification and location held prior to his/her injury provided:
  1. The treating physician has released the employee to return to his/her regular position with no job restrictions or limitations, and
  2. The employee returns to work within one (1) year of the date of disability from the Workers Compensation injury.

The Board shall continue the payment of health insurance up to a maximum of one (1) year for an employee unable to work and receiving Workers Compensation if such payments were being made for the employee at the time of the work related injury.

Should an employee be unable to return to work within the one (1) year period, the employee may avail himself/herself of a leave of absence for protracted illness beginning a new one (1) year period under that provision. Then, upon the release of the employee's physician to return to work as noted above, he/she shall be placed in the first open position for which he/she is qualified and which is commensurate with that which would be held had the leave not intervened. In case an employee who suffered an on-the-job injury is released to return to work but is not able to assume his/her former position, the Employer shall endeavor to place the employee in an assignment in the Bargaining Unit for which he/she is qualified contingent upon the employee's limitation.



**ARTICLE XIX**  
**SEVERANCE PAY AND LONGEVITY PAY**

**19.01 Severance Pay**

If an employee resigns, retires or is disabled with the meaning of the Michigan Public School Employees' Retirement act, he/she shall be eligible for a retirement severance pay as follows:

- A. Ten (10) years of continuous service with the school district - 4% of the last year's regular salary (exclusive of all premium pay).
- B. Fifteen (15) years of continuous service with the school district - 5% of the last year's regular salary (exclusive of all premium pay).
- C. Twenty (20) years of continuous service with the school district - 5-1/2% of the last year's salary (exclusive of all premium pay).
- D. Twenty-five (25) years of continuous service with the school district - 6% of the last year's regular salary (exclusive of all premium pay).
- E. Thirty (30) years of continuous service with the school district - 7% of the last year's regular salary (exclusive of all premium pay).

As a supplement to the above Severance Pay plan, an employee who has an unused sick leave bank of more than fifty (50), but less than one hundred (100) days, shall be eligible for an additional two percent (2%) over the appropriate level above.

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

**19.02 Longevity Pay**

The salary schedule will contain four longevity steps beginning six years, ten years, fifteen years and twenty years. Longevity payments will be paid once a year, on or before December 15.

6 - 9 years	\$350
10 - 14 years	\$450
15 - 19 years	\$550
20+ years	\$650

**ARTICLE XX**  
**CATASTROPHIC LEAVE BANK**

The Federation will operate a Catastrophic Leave Bank. The Federation will establish a committee to administer the Bank and to provide the information whereby the Business Office will keep the records. The Executive Director of Human Resources will serve in the capacity of an advisor to the committee. The initial guidelines for the operation of the bank will be established by the committee in conjunction with the Executive Director of Human Resources. The Federation will make the guidelines for the bank available to each member within ten (10) days after completion of the guidelines. The Federation will apprise teachers in a timely fashion of guideline changes thereafter.

The bank shall be initially funded by the mandatory donation of two (2) days sick leave from the 1997-98 allocation of sick days of each bargaining unit member. If the number of days in the bank falls to ten (10) or less, bargaining unit members will be required to donate two (2) additional days to replenish it.

In addition to the above, every new bargaining unit member will donate two (2) days of his/her individual leave upon commencement of his/her employment.

**ARTICLE XXI - SALARY SCHEDULE**

- A. The salaries of employees covered by the Master Agreement are contained in Appendix A.
- B. The anniversary date shall be defined as the date of hire in the bargaining unit. The anniversary date shall be the determining factor for placement on the salary schedule and for longevity payments. An employee must have been on a step for at least one (1) calendar year before advancing to the next step. For the 2000 - 2001 school year, employees with one (1) or more year(s) of service will be placed on Step 2 of the salary schedule. All others will be placed on Step 1.
- C. Effective with the 2000 - 2001 school year, any employee who possesses a Bachelor's degree in Education will receive an annual stipend of \$300.00. Any employee who possesses a Master's degree in Education will receive an annual stipend of \$500.00.
- D. The following represents the number of days for each position contained in the bargaining unit:

POSITION	WORK DAYS
Early Childhood Coordinator	223
Recreation Coordinator	223
Community Schools Coordinator	207

- E. Employee salaries will be paid in twenty-four equal installments on the 10<sup>th</sup> and 25<sup>th</sup> of each month. Pay days that would occur on a bank holiday or weekend will be paid on the week day immediately preceding the scheduled pay day.
- F. There will be a one time \$200 off-schedule payment on November 10, 2005 for those bargaining unit members employed on Fall Count Day 2005.

**ARTICLE XXII**  
**TERMINATION OF AGREEMENT**

This Agreement shall continue in full force and effect until the thirtieth (30th) day of June 2008. At least sixty (60) days prior to the termination date of this Agreement, the parties shall commence negotiations for a successor agreement. The modification or amendment of any specific Article or clause shall not affect the remainder of this contract.

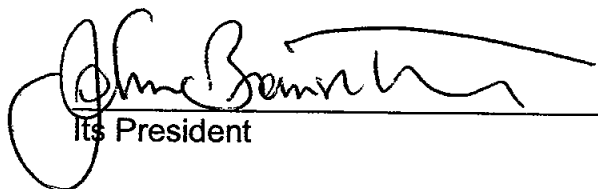
Either party may, upon ten (10) days written notice to the other party, after the termination date, terminate this Agreement.

**HURON VALLEY  
CONTINUING EDUCATION FEDERATION**

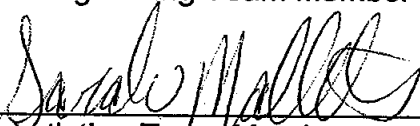
**HURON VALLEY SCHOOLS  
BOARD OF EDUCATION**



\_\_\_\_\_  
Its President  
and Negotiating Team Member



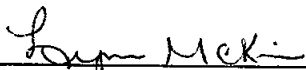
\_\_\_\_\_  
Its President



\_\_\_\_\_  
Negotiating Team Member



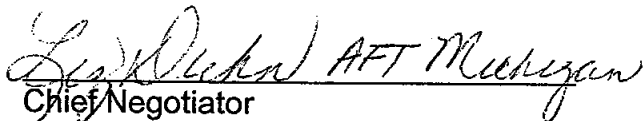
\_\_\_\_\_  
Its Secretary



\_\_\_\_\_  
Negotiating Team Member



\_\_\_\_\_  
Superintendent



\_\_\_\_\_  
Chief Negotiator



\_\_\_\_\_  
Chief Negotiator

**APPENDIX A - HURON VALLEY CONTINUING EDUCATION  
SALARY SCHEDULE 2005 - 2006**

	<b>Early Childhood Coordinator</b>	<b>Recreation Coordinator</b>	<b>Community Schools Coordinator</b>
Step 1	35,096	29,654	30,326
Step 2	35,798	30,247	30,932
Step 3	35,515	30,852	31,551
Step 4	37,245	31,470	32,183
Step 5	37,990	32,099	32,826

**SALARY SCHEDULE 2006-2007**

	<b>Early Childhood Coordinator</b>	<b>Recreation Coordinator</b>	<b>Community Schools Coordinator</b>
Step 1	35,447	29,950	30,630
Step 2	36,156	30,550	31,242
Step 3	36,880	31,161	31,867
Step 4	37,617	31,784	32,504
Step 5	38,370	32,420	33,154

There will be a compensation re-opener for the 2007-2008 school year if the foundation allowance increases or decreases by \$325 or more from the 2005-2006 foundation allowance.

**LETTER OF AGREEMENT  
RE: COMMUNITY SCHOOLS COORDINATOR POSITION**

It is agreed that the Community Schools Coordinator position will remain at 207 days until the position is vacated at which time the position will go to 223 days or the same as other positions in the 223 category.

For the District:

  
\_\_\_\_\_

Date: 2/17/04

For the Federation:

  
\_\_\_\_\_

Date: 2/12/04