MASTER AGREEMENT

Between the

HASTINGS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (MEA/NEA)

and

HASTINGS AREA SCHOOL SYSTEM BOARD OF EDUCATION

2024 – 2026

Article 1—Agreement

This Agreement entered into this 24th day of June, 2024, by and between the Hastings Educational Support Personnel Association (MEA/NEA), hereinafter called the "Association," and the Hastings Area School System Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

Article 2—Purpose

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

Article 3—Recognition

The Employer recognizes the Association as the sole and exclusive bargaining representative pursuant to PERA for all full-time and regular part-time secretarial, paraprofessional, and instructional assistants working ten (10) or more hours per week but excluding: technical supervisor, substitutes, supervisors, the three Administration Office executive secretarial staff, casual employees and all other employees. Casual employees are those who work less than ten (10) hours per week performing work currently being performed by members of this bargaining unit.

When used in this Agreement, the term "secretary" shall refer to all secretarial personnel who are members of the bargaining unit. The term "paraprofessional" shall refer to all paraprofessional personnel who are members of the bargaining unit. The term "instructional assistant" shall refer to all instructional assistant personnel who are members of the bargaining unit.

Article 4—Association Rights

A. The Association and its representatives shall have the right to use school facilities and equipment for meeting at reasonable times when such facilities are not otherwise in use and upon the express prior permission of the administrator responsible for such facilities and equipment. The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damages caused to said equipment by improper use by individuals using it for Association business.

B. Duly authorized non-employee representatives of the Association and its respective affiliates, the Michigan Education Association (MEA) and the National Education Association (NEA), shall be permitted to transact local Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Such representatives shall notify the administrator responsible for the building or facility which they intend to enter of their presence and the nature of their intended business prior to actually conducting any such business.

C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which employees may be assigned. To the extent permitted by law, the Association may use the inter-school District mail system, without U.S. postage, to distribute Association material. Bulletin board materials shall be limited to: notices of recreational and social events, notices of elections and results, and notices of meetings. A copy of all such notices will be forwarded to the Employer.

D. The Employer agrees to furnish to the Association in response to reasonable requests available information concerning the Employer's financial resources and expenditures, including annual financial

reports and audits, names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto; budgetary requirements and allocations as adopted by the Board; agendas, minutes, and reports of all Employer Board meetings; census and membership data; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of bargaining unit members together with information which the Association may require to process any grievance or complaint.

E. The Association likewise agrees to furnish to the Employer in response to reasonable requests such available information as will assist the Employer in developing intelligent, accurate, informed and constructive programs or proposals together with information the Employer may require to process any grievance or complaint.

F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization seeking to represent this bargaining unit.

G. The Association shall furnish the Employer, in writing, with the names of the persons holding office in the Association within ten (10) days of election.

Article 5—Employer Rights

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code, or any other laws or regulations, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished hereby by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.

2. Continue its rights, policies and practices of assignment and direction of its personnel, and the right to establish, modify or change any business or school hours or days.

3. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

4. Adopt rules and regulations that are not already subject to the Agreement's provision.

5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.

6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.

7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

9. Establish training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs, during bargaining unit members' regular working hours.

10. Direct the working forces, including the right to hire, promote, suspend discharge, and transfer employees, as well as determine the size of the work force and to lay off employees.

11. Determine and re-determine job content.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of 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 specific and express terms of this Agreement.

D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

Article 6—Employee Rights and Protection

A A non-probationary employee not shall be disciplined without just cause. The term “discipline” includes written warning, reprimand, suspension and dismissal. Adverse evaluation of an employee’s performance shall not be subject to the grievance procedure.

B. Each employee shall have the right to have an Association representative present at any scheduled meeting with a supervisor at which there exists a reasonable likelihood, to the administrator’s or supervisor’s prior knowledge, that the meeting will result in discipline against said employee. No disciplinary action shall be taken against an employee without the presence of such representation, unless waived by the employee, except in emergency situations in which both immediate action is necessary and prior notification of a representative is not reasonably possible. If disciplinary action shall become likely at a given meeting, the employee shall be advised immediately of such possibility.

C. An employee shall have the right upon written request to review the contents of their personnel file, excluding materials exempt from review by law, and to have a representative of the Association accompany them in such review. Such reviews shall not exceed twice during any single calendar year and shall not be held during the employee’s regular duty hours, except lunch and break periods, unless expressly authorized by the employee’s immediate supervisor.

D. Whenever new substantive material pertaining to the conduct or performance of an employee, including but not limited to student, parental, or school personnel complaints, are to be placed in the employee’s personnel file, they shall first be provided an opportunity to review the material so included. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. After reviewing material to be placed in the employee’s file, the affected employee shall sign said material and such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the employee refuses to sign any such material, the Administration may send a copy of the material to the Association President, who shall sign the material and specifically acknowledge in writing that a copy was served on the employee and that the employee refused to sign the material.

Article 7—Grievance Procedure

A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this

contract.

B. A written grievance shall contain the following:

1. It shall be signed by the grievant(s);
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

C. The time limits provided under this procedure shall be strictly observed unless changed by mutual written consent. Failure of the grievant or Association to proceed to the next grievance step within the time limits set forth shall be deemed to constitute acceptance of the Employer's decision and shall constitute a waiver of any further appeal on the grievance.

D. Informal Level: When an employee believes that a grievance has occurred, they shall request a meeting with their immediate supervisor in an effort to resolve the complaint. This request shall be made within ten (10) days of the alleged occurrence or omission giving rise to the grievance. The Association may be notified and a representative thereof present with the employee who is also present at such meeting. If the employee is not satisfied with the result(s) of the meeting, they may formalize the complaint in writing as provided in E. below.

E. Formal Level 1: If a grievance is not resolved in the meeting between the affected employee and their immediate supervisor at the Informal Level, the grievance may be formalized in writing, within ten (10) days of the Informal Level meeting between the supervisor and the affected employee. A copy of the grievance shall be sent to the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Association.

F. Formal Level 2: Within five (5) days of receipt of the supervisor's decision at Level 1, if the Association is not satisfied with the decision at Level 1, or if no decision has been made within five (5) days of the receipt of the grievance by the immediate supervisor, the grievance shall be transmitted to the Superintendent, or their designee. Within five (5) days after the grievance has been submitted, the Superintendent, or their designee, shall meet with the Association to discuss the grievance. The Superintendent, or their designee, shall, within five (5) days after the conclusion of the meeting, render a written decision. A copy of the decision shall be forwarded to the Association and the grievant.

G. Formal Level 3: Within five (5) days of receipt of the decision of the Superintendent, or their designee, at Level 2, if the Association is not satisfied with the decision at Level 2, or if no decision has been made within five (5) days of the meeting at Level 2, the grievance shall be transmitted to the Board of Education. Within thirty (30) days after the grievance has been submitted, a committee of the Board or a designee shall meet with the Association on the grievance. A decision on the grievance shall be issued by the Board no later than its next regularly scheduled meeting following the meeting to hear the grievance.

H. Formal Level 4: If the Association is not satisfied with the decision at Level 3 or if no decision has been made within the period provided in G. above, the Association may submit the grievance to arbitration before an impartial arbitrator. If the Association desires to submit a matter to Arbitration, a petition shall be filed, with a copy to the Employer, within ten (10) days after the Level 3 response. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

I. The term "days" as used herein shall mean days when the District's central administrative offices are open. All grievances shall be processed during times which do not interfere with the performance of employee job responsibilities.

J. Powers of the Arbitrator

It shall be the function of the arbitrator, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this 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 rule on any of the following:

a. Actions taken by the Employer with respect to probationary employees including, but not limited to, discipline and discharge.

b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.

c. Any matter involving the content of an employee evaluation.

3. The arbitrator shall have no power to change any practice, policy, or rule of the Employer nor to substitute their judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer. Their power shall be limited to deciding whether the Employer has violated the express articles or sections of this Agreement; and they shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

4. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the arbitrability of said dispute. By stipulation of the parties, the Arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the Arbitrator determine that they are without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the Arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the Arbitrator or any award allegedly rendered in excess of such authority.

6. There shall be no appeal from the arbitrator’s decision if within the scope of their authority as set forth above. It shall be final and binding on the Association, its members, the employee(s) involved, and the Employer. Any litigation to vacate or enforce the Arbitrator’s decision must be initiated within six (6) months of the issuance of the Opinion and Award.

7. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

K. Claim for Back Pay

For all claims of back wages, the employer and union will comply with the Fair Labor Standards Act and the Michigan Wage and Hour rules established by LARA.

Article 8—Performance of Unit Work
By Non-Unit Employees and Students

A. An immediate supervisor of employees shall continue to perform bargaining unit work at the same level and extent as has been customary in previous years. In addition, a supervisor may perform unit work for the purposes of demonstration, training or in emergency conditions or where, in the Employer's judgment, an employee does not have the required technical expertise. "Emergency" shall be defined, for the purposes of this Article, as an unforeseen or critical circumstance or combination of circumstances which call for immediate action and which is not expected to recur on a regular basis.

B. Utilization of co-op students and student help is a management function. Such utilization will be continued at least at the same level and extent as has been customary in previous years.

C. It is understood that a technical supervisor may perform work customarily performed by the specialized maintenance person which cannot be performed by another employee.

D. The Board may use substitutes to cover vacation, sick, personal, compensatory time, death/funeral leave, emergency situations, or any other absences. The Superintendent or designee will inform the Association when an emergency situation exists.

Article 9 — Association Membership

The bargaining unit is described in Article 1. All employees in the bargaining unit are "bargaining unit members". Association members are those that pay dues.

A. The Association represents all employees in the bargaining unit on contractual matters.

B. Each bargaining unit member can freely choose to become a member of the Association, or to not become a member of the Association.

1. Bargaining unit membership and Association membership are distinct.

2. An employee is always a bargaining unit member; an employee becomes an Association member only through choice. If an employee chooses not to become an Association member, they will remain a bargaining unit member, remain entitled to representation by the Association on contractual matters, remain covered by this collective bargaining agreement, and remain entitled to any benefits set forth in this collective bargaining agreement.

C. An employee who becomes an Association member will be required to pay Association dues (the amounts and regularity of those fees/dues are to be decided by the Association. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for their Association dues. In the event of any action against the Board and/or District in a court or administrative agency because of its compliance with this Article 9, Section C, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives notice of such action to the Association:

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 to both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board and its agents from any liability for damages and costs imposed by a final judgment of a court of administrative

agency as a direct consequence of the Board's compliance with this Article but does not include any liability for unemployment compensation.

D. Neither the Board nor the Association will discriminate or tolerate harassment against any employee who chooses to become an Association member or chooses not to become an Association member. Any employee who believes they have been harassed or discriminated against in violation of this subsection should complain as set forth in the board's harassment/EEO policy. Any employee determined to have harassed and/or discriminated against a colleague because that colleague chose to become an Association member or chose to not become an Association member, or chose to pay Association dues or chose to not pay Association dues, will be subject to appropriate corrective/disciplinary action, up to and including termination "for cause."

1. Joining the Association is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not join the Association.

2. Paying Association dues is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not pay Association dues.

E. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits and/or other forms of liability that may arise out of or by reason of the Board complying with the provisions of this Article.

Article 10—Insurance

A. Eligibility

1. Employees who qualify for coverage under the Affordable Care Act of 2010 and are scheduled thirty (30) or more hours per week will receive single care coverage subject to PA 152 cap limits. Employer contribution is limited to PA 152 caps. Employees will contribute the difference between the cap and the total premium. Employer will cover the cost of ancillary benefits for eligible employees.

2. Employees whose hours or weeks are reduced voluntarily after the start of the school year will no longer receive insurance benefits after the end of the calendar month and will qualify for COBRA benefits. Employees who have their hours reduced below thirty (30) after the start of the school year will continue to receive insurance through June of the current school year.

3. New Employees may enroll for insurance on the first day employment.

4. Employees' medical premiums for summer months will be deducted from the available pay periods during the school year.

B. Medical Insurance

1. The Board of Education will pay the full PA 152 hard caps amounts adjusted annually on January 1 of the total cost of the MESSA Package medical premium options below.

The Board will provide an interest free loan to those who enroll in the MESSA ABC Plan 1, ABC Plan 2, or Balance+ Plan. The purpose of the loan is to allow the employee to make an immediate contribution to their Health Savings Account (HSA). The loan shall be in an amount requested by the employee, which shall not exceed ½ of the amount of the deductible under the MESSA ABC Plan 1 based on the coverage tier of single, two party, or full family in which the employee is enrolled. The loan shall be available January 1 of each year and repaid through June 30 of the same year. At the time the loan is made the employee will sign a form specifying the amount of the loan to be directly contributed into the employee's HSA account and authorizing the Board to take payroll deductions to repay the loan.

Should the employee leave the district prior to paying back the pre-funded amount the District may recoup a pro rata share through payroll deductions. If a payroll deduction is not possible the District may use all other legal measures at its disposal to recoup the funds.

2. Medical Coverage Benefits: Employees will have a choice of one (1) of the following four (4) plans.

    a. MESSA Choices $500/$1,000 with 0% Co-Insurance, Saver Rx Drug Card. $20 Office Visit, $20 Specialist, $25 Urgent Care, $50 ER
    b. MESSA ABC HSA Plan 1 $1,600/$3,200 with 0% Co-Insurance, ABC Rx Drug Card.
    c. MESSA ABC HSA Plan 2 $2,000/$4,000 with 0% Co-Insurance, ABC Rx Drug Card.
    d. MESSA Balance+ Plan $1,600/$3,200 with 20% Co-Insurance, Balance+ Rx Drug Card. $25 Office Visit, $50 Specialist, $50 Urgent Care, $200 ER.

3. Secretarial personnel hired after July 1, 1999 shall be eligible for Board-paid premium contributions for single subscriber coverage only. After twenty-four (24) months of continuous employment with the Board, the employee shall become eligible for Board-paid premium contributions as needed.

4. Employees who do not elect medical coverage will receive ancillary benefits and will receive a cash in lieu payment of $420 per month. At the request of the District those employees not receiving medical insurance will provide proof of medical insurance coverage that meets the minimum value and coverage of the Affordable Care Act.

C. Ancillary Benefits

1. All other non-medical Ancillary Benefits described shall be fully paid by the employer to qualifying employees of the bargaining unit.

    a. Dental Insurance: 80/80/80/80 $1,000 Annual Max. $1,500 Ortho Max
    b. Vision Insurance: VSP 2 Silver
    c. Life Insurance: $40,000
    d. AD&D Insurance: $40,000

D. Optional Benefits

All employees of the bargaining unit will be eligible during the open enrollment period, or during a qualifying event, to sign up for Optional benefits.

Article 11—Part-Time Employees

A. Secretarial Personnel

1. An employee working thirty (30) or more hours per week for the school year or longer shall be entitled to all benefits under this Agreement and shall be considered full-time.

2. If an employee works at least twenty (20) but less than thirty (30) hours per week, they shall be entitled to prorated Employer paid insurance premiums. They shall also receive prorated PTO and vacation days. The prorated amounts shall be on the basis of a forty (40) hour work week.

3. An employee who works at least ten (10) but less than twenty (20) hours per week is not entitled to any economic benefits or paid leaves under this Agreement, with the exception of payment at the applicable wage rate in the appropriate classification.

4. Seniority for a part-time employee shall accrue on a prorated basis.

5. The Employer agrees to notify the Association President when a part-time position is created.

Upon request, the Employer agrees to discuss the classification, job duties and other working conditions associated with the part-time position with the Association President. This obligation shall not require re-negotiation of any portion of this Agreement. In the event the parties fail to reach agreement, the dispute may be processed through the grievance procedure.

Article 12—Negotiations Procedure

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and also with regard to any subject or matter which was negotiated in the formation of this Agreement but upon which no Agreement was reached.

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during its term unless altered by mutual consent of the Employer and the Association, in writing. It is likewise recognized that matters previously unforeseen may be negotiated by mutual consent of the parties.

B. Representatives of the Employer and Association may meet for purposes of discussing matters of mutual concern. These meetings are not intended to by-pass the grievance procedure or to constitute negotiations.

C. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the Agreement unless the parties have a written agreement otherwise. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team.

D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and consider proposals.

E. This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

F. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and provided to each current employee and all new employees at the time of hire. All school district personnel policy revisions pertaining to this bargaining unit shall be distributed to all employees within thirty (30) days of the policy revision.

Article 13—Separability

If any provision or application of this Agreement becomes or 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 of this Agreement shall continue in full force and effect.

It is further agreed that within ten (10) days of the effective date of legislation making any provision of this Agreement unlawful or of notification of a judicial determination of such illegality the Employer and the Association will commence negotiating to reach a new agreement concerning the subject matter of the

provision(s) determined to be illegal, to the extent that such negotiation is permitted by law.

Article 14—Work Schedules

A. Secretarial Personnel

1. An employee will work forty (40) hours per week until or unless there are staff layoffs, at which time less hours may be specified by the building principal or the employee's immediate supervisor. The actual daily work schedule shall be determined by the employee's immediate supervisor after consultation with the involved employee(s). It is up to the building principal or the immediate supervisor to work out a satisfactory lunch period of at least one-half (1/2) hour unpaid lunch per day as well as any other changes in the work day.

2. The work day for a twelve (12) or eleven (11) month employee will be seven (7) hours during Christmas and Spring vacation periods. The work day during the summer will be seven (7) hours, beginning five (5) days following the close of school and ending on the Friday preceding the first day of school by one (1) week.

3. Each employee shall be allowed one (1) fifteen (15) minute break in the morning and the afternoon, with the option of one (1) thirty (30) minute break per day. Break time shall be approved by the immediate supervisor.

4. All Secretarial Personnel shall be allowed to leave work, without loss of pay, one-half (1/2) hour early on days prior to Spring and Christmas Breaks.

5. All school year employees shall be given written notice of date of return to work each year no later than the last day of the school year.

6. Work Schedule

a.

Secretarial Position	Work Schedule
Elementary Secretary	SY + 10 days
Middle School Secretary	SY + 10 days
High School Secretary	SY + 10 days
High School Secretary - 11 Months	August - June

b. The work schedule may be adjusted by the Administration.

B. Paraprofessional Personnel

1. An employee shall work the number of hours and work schedule as designated on those days that students are in attendance and any other days as may be necessary. This work schedule may be adjusted.

2. An employee working four (4) or more hours per day shall have a one-half (½) hour unpaid lunch period at a time designated by their supervisor.

3. An employee working seven (7) or more hours per day shall be entitled to two (2), fifteen (15) minute rest periods. An employee working more than four (4) but less than seven (7) hours per day shall be entitled to one (1), fifteen (15) minute rest period. Breaks shall be taken within the employee's assigned building.

4. An employee whose assignment is dependent on attendance of a student(s) or necessary participants in a program, including but not limited to the nursery classroom, adult education or the learning center, shall be required to wait one (1) hour, for which they shall be paid, for sufficient attendance to warrant their services for the day. If such attendance is not evidenced, they shall be sent

home. The employee's immediate supervisor may provide the employee with the option to remain at work to perform general paraprofessional duties for which they will be paid at the general paraprofessional rate.

C. Instructional Assistant Personnel

1. An employee shall work the number of hours and work schedule as designated on those days that students are in attendance and any other days as may be necessary. This work schedule may be adjusted.

2. An employee working four (4) or more hours per day shall have a one-half (½) hour unpaid lunch period at a time designated by their supervisor.

3. An employee working seven (7) or more hours per day shall be entitled to two (2), fifteen (15) minute rest periods. An employee working more than four (4) but less than seven (7) hours per day shall be entitled to one (1), fifteen (15) minute rest period. Breaks shall be taken within the employee's assigned building.

D. Secretarial and Instructional Assistant personnel shall not be required to supervise playgrounds.

E. All break and lunch periods shall be strictly observed.

Article 15—Overtime

A. 1. For secretarial employees, overtime at time and one-half of the employee's rate shall be paid for all hours worked in excess of forty (40) hours during the work week. For purposes of this provision, "hours worked" includes vacation leave time, compensatory time and holidays. Compensatory time may be earned at the same rate in lieu of overtime payment upon agreement between the employee and their supervisor provided such agreement is reached prior to the work being performed.

2. Up to fifty (50) hours of compensatory time may be accumulated. Use of compensatory time shall be scheduled by the employee with the consent of their immediate supervisor.

3. Double time will be paid for holidays, except where modified by the employee's work schedule. (Time and one-half will be paid for work performed on the first day which would otherwise be the employee's first regular day off.

B. Before commencing an overtime assignment, the employee shall have the authorization of their supervisor.

C. The procedures of the rotational basis for overtime will be defined by the Supervisor and approved by the Superintendent with input from HESPA. All employees will be considered for overtime unless they so notify their supervisor in writing to be taken off the overtime rotation list. If the assignment cannot be filled in this manner, the Administration may assign work to any available bargaining unit employee within the classification. However, if the required overtime requires specific training, the Administration will assign the overtime to the employee possessing such training.

Article 16—School Closings/Delays

A. When school is closed for students due to conditions not within the control of school authorities such as inclement weather, severe storms, fires, epidemics and other emergencies employees will not be required to report to work but shall receive pay according to the limitations and provisions that follow in this Article.

B. Secretarial Employees

1. On the first day of school that is canceled, employees will not be required to report to work except that a school year secretary may be required to report to work by their supervisor. In the event a school year secretary is required to report to work on this day, they will be paid at double their normal rate of pay.

2. On the second consecutive day and any consecutive days thereafter, employees will report to work at the discretion of the Administration.

3. Days when employees, with the exception of school year secretaries, are not required to report to work shall not exceed one (1) day per week, except at the discretion of the Administration.

4. In the event a cancelled day is rescheduled and a school year secretary was not required to report to work, they will be expected to work without pay on the rescheduled day. If the cancelled day is rescheduled for a holiday, they will receive holiday pay for the rescheduled day.

5. An employee shall telephone their immediate supervisor to explain the circumstances preventing the employee's attendance at work in the event they are required to work but is unable to report. In such circumstances, the employee will be compensated for their regular hours provided the employee makes a good faith effort to report to work.

6. An employee who is asked to work on a day when all other employees in their classification are not required to work shall be compensated at straight time compensatory time. This time must be taken no later than the pay period immediately following the school closure, unless mutually agreed to otherwise between the Employer and the employee involved.

7. An employee who is required to report to work for either the first or second shift shall complete their eight (8) hours of work between the hours of 6:00 a.m. and 11:59 p.m.

C. Paraprofessional Employees and Instructional Assistants

An employee shall not be required to report to work when school is canceled. The employee will receive their normal daily payment for the first six (6) cancelled days. In the event the District is required to reschedule the day(s) in order to receive full state membership aid, the employee will work on the rescheduled day(s) at no additional compensation. For all cancelled days beyond the first six (6), if the days are rescheduled as student instruction days, an employee shall be compensated for the hours worked on the rescheduled days.

Article 17—Vacancies, Transfers and Promotions

A. A "vacancy" shall be defined as a newly created bargaining unit position or a present bargaining unit position which becomes vacant by reason of permanent separation of an employee due to resignation, retirement, transfer, death or discharge or due to an employee leave of absence which exceeds twelve (12) months. The Employer shall not be required to fill a vacancy where the job is eliminated pursuant to reduction in force or attrition.

B. 1. A vacancy shall be posted for internal candidates not less than seven (7) calendar days in a conspicuous place in each school building prior to the permanent filling of the vacancy. An interested employee may apply in writing to the Superintendent, or their designee, within the posting period. After 7 days, the vacancy shall be posted on the School's Website for external candidates until the position is filled.

2. The posting shall consist of:

a. Type of work
b. Location of work
c. Starting date

d. Rate of pay
e. Hours to be worked
f. Classification
g. Requirements and job qualifications

3. The Employer shall notify an employee of vacancies occurring during the summer months of June, July, and August, by sending notices to the employee via e-mail given that they have made the request in writing prior to June 1 and provide an e-mail address in that notice.

C. 1. A vacancy shall be filled with an applicant who meets the qualifications and is from the same seniority classification in which the vacancy exists. Whether an applicant meets the qualifications or not shall be determined through the use of a testing procedure. Applicants from within the seniority classification where the vacancy exists who meet the qualifications shall be assessed against the posted qualifications using their work experience and employment records and potential work sample assessments based on job requirements. If the applicants' qualifications on the above criteria are essentially the same, seniority in the classification in which the vacancy exists will prevail.

a. If none of the applicants from the same seniority classification in which the vacancy exists are selected to fill the vacancy, then the Employer may post the position outside the seniority classification for other applicants.

b. Management reserves the right to deny a vacancy to any applicant whose employment record, as reflected in the personnel file and work sample assessments, reflects an inability to meet posted job requirements.

c. An employee of the District cannot bid on any other position that in combination with their current position would result in a schedule of thirty-five (35) or more hours per week.

2. In September of each year, upon request by either the Employer or Association, a joint committee of an equal number of Association and Employer representatives shall meet to review the existing testing procedures, testing times and locations. If the Committee believes that changes should be made, it shall make a joint written recommendation to the Board regarding such changes.

3. It is understood that for the purpose of filling a vacancy for secretarial, instructional assistant, and paraprofessional shall be considered as separate classifications.

D. In the event an employee is either awarded a vacancy or is transferred to another assignment, that employee shall be given a trial period in the new assignment for purposes of determining the employee's ability to perform the duties of the new position. Where appropriate and possible the employee shall be allowed to spend at least one (1) day on the job with the person who is leaving the position. Trial periods shall be as follows:

Within Same Classification	30 work days

If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member employee, before or at the conclusion of the trial period, the employee shall be returned to their previous assignment, with the employee's seniority to be restored on the date of their return.

During this trial period, the Employer shall have the right to fill the job previously held by the transferred employee with a substitute and shall not be required to post that position until expiration of the trial period.

E. When an employee is demoted or reduced in classification, the Employer shall have just cause for that personnel action. This requirement shall not apply when displacement between classifications occurs as a part of a reduction in force or when the Employer returns an employee to their former position before or at the expiration of the trial period in a new assignment.

If an employee receives a less than effective evaluation rating, they may appeal to the Superintendent or designee and if the rating remains unchanged, they will be put on an IDP. If an employee has an ineffective rating on their last two (2) years of evaluations, that employee shall be terminated without grievance. If an employee does not receive an annual evaluation, they will automatically be considered effective.

F. 1. An employee who is promoted to a supervisory position involving the direction of bargaining unit members shall have the option of reverting to their former classification, with no interruption of seniority, during the first ninety (90) calendar days in the supervisory position. In the event the employee desires to return to their former classification after the first ninety (90) calendar days, they shall have the option of replacing the person with the least amount of seniority in the previously held classification provided the returning employee's seniority prior to the promotion exceeds the seniority of the employee being displaced and the displacement does not result in the layoff of a bargaining unit employee.

2. The returning employee's seniority would then be restored on the date of their return to the bargaining unit with all prior accumulation. However, the returning employee shall not be permitted to use their previously accumulated seniority for job bidding purposes for a period equal to their time outside the bargaining unit serving as a supervisor except in those instances where individuals bidding on a job were hired in after their return to the bargaining unit. This time limit shall not exceed three (3) years regardless of the number of years the employee was out of the bargaining unit.

G. Supervisory promotional opportunities shall be posted in accordance with the procedures outlined in B. above. Awarding of supervisory positions shall be a management function and done at its discretion. All applicants shall be informed of management's decision.

Article 18—Seniority

A. "Seniority" shall be defined as length of service within a classification. The classifications are Secretarial, Instructional Assistant, and Paraprofessional. Accumulation of seniority shall commence upon the employee's first day of work in a classification and shall continue to accumulate if an employee is on layoff or leave. However, no experience credit for purposes of entitlement to advancement on the wage scale or to any other benefits under this contract shall accrue during layoff or leaves. All seniority shall be forfeited when the employee resigns, retires, dies or is terminated. An employee who transfers to another classification shall retain their seniority in their former classification, but the seniority in that classification shall not continue to accrue.

B. A probationary employee shall have seniority from their initial date of hire. A new employee shall be responsible for conforming to the Association Membership provisions of this Agreement upon their initial date of hire.

C. The Employer shall prepare a seniority list for all of the classifications and said list shall be updated twice annually. The seniority list shall be available upon request of any bargaining unit member.

D. In the event that there are ties in seniority, the District shall use the last four digits of the employee's Social Security number in their personnel file to determine who is most senior. The most senior employee will be recognized as the one with the greater number.

Article 19—Layoff and Recall Procedure

A. 1. "Lay-off" shall be defined as a determination by the Employer to effectuate a reduction in the total number of positions, hours, or any combination thereof. The Employer reserves the right to select the job classification(s), department or school in which reduction(s) shall take place.

2. Layoffs shall be by classification seniority, as defined in Article 18, Section A. However, employees who have a needing support or developing on their most recent evaluation will be the first to be laid off/reduced within that classification. Employees with an effective evaluation will be laid off/reduced based seniority.

B. 1. All employee classifications will receive written notice at least ten (10) days prior to the effective date of layoff.

2. The Employer shall send the Association President a list of the employees being laid off on the same day that notices are issued to the affected employees.

C. Layoffs will occur according to the following procedure:

1. The Employer will identify how many and which positions(s) within a classification will be affected through elimination or reduction in work hours.

2. If the reduction is accomplished through a reduction in hours for all positions within a classification that are scheduled for more than 4 hours per day at the time of the reduction, all affected employees in the classification will receive notice of the reduction in accordance with Section B, above.

3. For those employees who have received highly effective on their last two evaluations, the following shall apply: If the reduction is accomplished through a reduction in hours for some of the positions within a classification that are scheduled for more than 4 hours per day at the time of the reduction and /or is accomplished through the elimination of one or more positions within a classification, the procedures below will instead be followed:

a. If an employee is assigned to a position that is eliminated or is subject to a reduction in hours under Section C (3), that employee has the right to bump the least senior employee in the same seniority classification who is assigned to the same number of regularly scheduled work hours that the displaced employee was scheduled to work immediately prior to the reduction, provided that the employee exercising the bump is qualified to perform the work in question.

b. If the displaced employee cannot bump under Section 3(a), then they have the right to bump the least senior employee in the same job classification who is assigned to the closest number of regularly scheduled work hours that the displaced employee was scheduled to work immediately prior to the reduction, provided that the employee exercising the bump is qualified to perform the work in question.

c. If the displaced employee cannot bump under Section 3(a) or 3(b), they will be the employee reduced or laid off.

d. An employee who is bumped under the above procedures will then be entitled to bump using the same sequence and under the same conditions described in 3(a)-(c) above.

e. If the employee desires to exercise bumping rights (as described above), that must be done, in writing, within five (5) days of the date on which the Employer announces the impending reduction. Alternatively, the Employer has the right to convene a meeting of all employees in a classification to implement the bumping procedure. The Association will also be present at this meeting.

f. The Employer will only be required to provide the layoff notices specified in Section B of this Article to those bargaining unit members who are ultimately displaced through the above bumping procedures.

4. Any employee who has been laid off (job elimination or reduced hours) will be called first to substitute for a prearranged absence as long as they are qualified for the position.

D. “Qualifications” shall be determined by the job description in effect at the time of layoff or involuntary transfer. To be “qualified” the employee in question must be presently capable of performing the work in question and must have seniority within the classification in which the work exists.

E. In the event that there is a dispute relative to the “qualifications” of an employee for purposes of assignment in the context of layoff, a testing procedure shall be used to make the determination.

F. 1. If an employee is laid off, the Employer is not obligated to pay salary or any benefits under this Agreement except health and life insurance to the extent provided in 2. below.

2. Employer paid premiums for insurance programs for which the employee is eligible and enrolled at the time of layoff will terminate thirty (30) days following the effective date of layoff.

G. In the event of a recall of support personnel, the Superintendent shall first identify the positions for recall based on budget considerations. Recall of support staff shall be accomplished by first recalling the staff within the same job classification with the highest effectiveness rating and qualified for the open assignment. An employee's length of service with the District shall not be the primary or determining factors in recall decision, except for when the laid off employees have a highly effective evaluation, or if the decision involves two or more employees, and all have the same effectiveness ratings.

H. Notices of recall shall be made by phone to the employee's last known phone number as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to their current phone number. An employee who is laid-off from a position has the right to apply for any open position as they are available. The Superintendent or designee shall provide written notice of recall to laid off employees and shall establish the time within which the employee must accept the recall in order to preserve employment right. The Employer may fill the position on a temporary basis until the recalled employee can report for work. An employee who is laid off from a position of thirty (30) hours or more hours per week may decline recall to a position from which they are classified of less than thirty (30) hours for one year from the date of their layoff. An employee who is laid off from a position of thirty (30) hours or more hours per week for longer than one year from their layoff date or any employee who is laid off from a position of less than thirty (30) hours who declines recall to perform work for which they are classified shall forfeit their seniority rights and shall be considered a quit.

I. A vacancy shall be filled in accordance with Article 17 prior to initiation of recall from layoff.

J. The Employer shall notify a laid-off employee of vacancies which occur during their lay-off by sending notice of same to the employee by phone, to the employee's last known phone number.

Article 20—Vacations

A. Each 52-week employee (11 month employee will have prorated vacation time) shall be granted an annual vacation of:

1. Two (2) weeks after one (1) year.

2. Three (3) weeks after five (5) years.

3. Four (4) weeks after twelve (12) years.

B. June 30 of each year will be the date used for figuring the amount of vacation earned by the employee during the preceding twelve (12) months. Vacation time shall not be accumulative from year to year.

1. During the first four (4) years of employment an employee shall accrue vacation days at the rate of five-sixths (5/6) day per month worked.

2. After the fourth anniversary date of hire and up through the eleventh full year of employment, an employee shall accrue vacation at the rate of one and one-fourth (1¼) days per month worked.

3. After the eleventh anniversary date of hire an employee shall accrue vacation at the rate of one and two-thirds (1⅔) days per month worked.

C. The scheduling of all vacations shall be subject to the discretion of the Employer. The Employer shall consider the operating needs of the school district, the availability of employees to perform the work and the desires of the employees in the scheduling of vacations. Vacations may not be taken in segments of less than one (1) day with the exception of during Spring Break, Christmas Break or summer recess when one-half (½) day segments may be used with prior permission of the immediate supervisor. Vacation requests must be submitted to the Employer. In the event that the Employer determines it has insufficient numbers of available personnel, vacation requests for the same time period shall be honored on the basis of seniority.

D. If an employee becomes ill and is hospitalized or homebound under the care of a duly licensed physician during their vacation, their vacation will be rescheduled.

E. 11 month secretaries on a full work schedule shall be paid for eight (8) hours for each vacation day scheduled.

Article 21—Holidays

A. 1. Secretaries will receive the following holidays off with pay at their regular rate of compensation.

Friday before Labor Day
Labor Day
Wednesday prior to Thanksgiving when teachers do not report
Thanksgiving
Friday After Thanksgiving
Day before Christmas
Christmas
Day after Christmas
Second Day after Christmas
Day before New Year's Day
New Year's Day
Day after New Year's Day
Memorial Day

52 week employees will also receive the following holidays:

Day before the Fourth of July
Fourth of July
Day after the Fourth of July

2. If a holiday falls on a Friday, the following Monday shall be considered the day after, or the preceding Wednesday shall be considered the day after.

3. If a holiday falls on a Saturday, the preceding Thursday shall be considered the day before, the preceding Friday shall be considered the Holiday and the following Monday shall be considered the day after, or the preceding Wednesday shall be considered the day after.

4. If a holiday falls on a Sunday, the preceding Friday shall be considered the day before, the following Monday shall be considered the holiday and the following Tuesday shall be considered the day after, or the preceding Thursday shall be considered the day after.

5. If a holiday falls on a Monday, the preceding Friday shall be considered the day before, the preceding Thursday may be considered the day after.

6. The alternate days shall be used when students are scheduled to be present on the regular days so employees will be present when school is in session and employees will get the holidays. In addition, if students are scheduled to be in attendance on any of these holidays, the employees will be expected to work and will receive pay for the holiday and pay for the day of work.

B. All other employees shall have:

1. An employee who has been employed for two (2) or more years shall receive five (5) paid holidays. The holiday pay will be used for any holiday(s) listed in A.1.

2. An employee who has been employed for four (4) or more years shall receive nine (9) paid holidays. The holiday pay will be used for any holiday(s) listed in A.1.

C. In order for an eligible employee to receive pay for a holiday under A., B., C. or D. above, they must have worked on the last regularly scheduled work day immediately preceding the holiday and on the first regularly scheduled work day immediately following the holiday. For purposes of this provision, a work day immediately preceding the holiday and on the first regularly scheduled vacation day, bereavement day, compensatory time day, involuntary or emergency hospitalization including confinement resulting from involuntary or emergency hospitalization (verification from the person's treating physician or a Board-paid physician may be required), disability resulting in hospitalization and/or confinement as the result of a pregnancy (verification from the person's treating physician or a Board-paid physician may be required) or day on which the employee is serving on jury duty shall be considered a day worked by the employee.

Article 22—PTO Leave and Terminal Leave Pay

A. Employees shall earn ten (10) Paid Time Off (PTO) days credited at the beginning of the school year. Any employee hired after the beginning of the school year shall have the days prorated accordingly. PTO or compensatory time shall not be scheduled for use on more than three (3) consecutive school days. Furthermore, PTO or compensatory time (other than for illness) may not be scheduled contiguous to any holiday and/or fall, Christmas, mid-winter, or spring break. Exceptions for special circumstances **may be** granted by the signed approval of the building principal and contingent upon substitute availability.

B. The maximum accumulation of PTO leave is one hundred fifty (150) days.

C. An employee who is eligible for Workers' Disability Compensation Act benefits will receive from the Employer the difference between the allowance under the Workers' Disability Compensation Act and their regular weekly income, excluding overtime payments, for a period of ninety (90) calendar days with no subtraction from accumulated PTO leave. Upon the completion of this ninety (90) calendar day period, the employee may use their accumulated PTO leave on a pro-rated basis determined by the percentage of regular earnings not covered by the Workers' Disability Compensation Act benefits received. All fringe benefits except PTO leave accumulation and vacation accrual shall continue until accumulated PTO leave is exhausted at which time the employee shall be considered to be on unpaid leave of absence and the provisions regarding unpaid leaves shall be applicable. PTO leave accumulation and vacation accrual shall continue for the first six (6) months of Workers' Compensation Disability Act benefits.

D. In August of each year, each employee shall receive a notice of their accumulated sick leave. If an employee believes there is an error, they must report it within thirty (30) days of receipt of the notice.

E. All PTO leave earned shall be recorded as hours. When PTO leave is used, hours will be deducted from the accumulated PTO leave.

F. For purposes of the Family and Medical Leave Act (FMLA), paid PTO leave allowed and taken shall be charged against the employee's entitlement under the FMLA at the election of either the Employer or the employee.

1. Covered service member with a serious illness or injury or qualifying exigencies covered for employees spouse, son, daughter or parent is a military member on covered on active duty

a. Making alternative child care arrangements for a child of the military member when the deployment of the military member necessitates a change in the existing child care arrangement

b. Attending certain military ceremonies and briefings

c. Taking leave to spend time with a military member on rest and recuperation leave during deployment

d. Making financial or legal arrangements to address a covered military member's absence.

G. Terminal Leave Payment

1. If a Secretarial Classification employee is retiring and they have at least ten (10) years experience in the District, they are entitled to terminal leave pay using the formula found in either a. or b. below but not both. If a district is annexed to the Hastings Area District, any experience in that district shall be considered as Hasting Area District experience.

a. A payment equal to ten percent (10%) of their current salary; or

b. A payment equal to twenty-five percent (25%) of the employee's regular daily wage for each accumulated PTO leave day as of the date of retirement. In order to qualify for any payment under this alternative, the employee must have an accumulation of at least one hundred (100) PTO leave days. In no event will payment be based on more than one hundred fifty (150) PTO leave days.

Article 23—Other Paid Leaves

A. Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, excluding adversarial matters between the Employer and the Association, shall be paid their full compensation for such time. Any pay other than for expenses given the employee for such duty will then be given to the school district. This amount shall not exceed the amount paid to the employee by the District, nor shall it preclude the District from compensating the employee their regular salary.

B. 1. Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between their Reserve pay and the regular pay they would receive from the Employer during any period when the affected employee engages in full time active duty in the Reserve or National Guard. The employee must provide proof of service and pay. A maximum of two (2) weeks per year shall be the compensable limit.

2. Active Duty: Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement of employment required by applicable provisions Sections 4311-4312 of the Federal Uniform Services Employment and Reemployment Rights Act, 38 USC §4301, et seq, and the Michigan Public Employees Entering Armed Forces Act (MCL 3 5.351, et seq.).

C. 1. Bereavement Leave for all Classifications

a. A maximum of five (5) days with pay, not chargeable to other paid leave, will be granted for death of immediate family. Immediate family includes a child, parent, sibling, and step-relatives in-laws to the same degree, spouse, domestic partner, grandchild, and grandparent.

b. A maximum of three (3) days will be granted for death of the employee's aunt, uncle, or any legal resident of the employee's home. This leave shall be charged (after the first day of absence) against the employee's PTO leave and/or accrued vacation. If there is insufficient leave accumulated, the days will be unpaid.

c. In the event of a death of a person not listed in subparagraphs a. or b. above, the employee may take time off that is chargeable to PTO leave or vacation days. If there is insufficient leave accumulated, the day will be unpaid.

d. All arrangements for bereavement leave are to be made with the employee's immediate supervisor and / or the Superintendent or their designee.

e. A maximum of two (2) additional days with pay may be granted by the Administration for the death of a spouse, child, or step-child. All arrangements for bereavement leave shall be made with the Superintendent, or their designee.

Article 24—Unpaid Leaves

A. Illness/Disability

An employee who is unable to work because of a personal illness or disability and who has exhausted accumulated PTO leave may be granted an unpaid leave of absence of up to one (1) year for the purpose of recovery from such illness or disability. Employees eligible for leave under the Family and Medical Leave Act (FMLA) will be granted unpaid leave for the purposes and to the extent required by that statute.

1. An unpaid leave of absence taken due to personal illness/disability which is a serious health condition of the employee, as defined by the FMLA, shall be taken concurrently with this leave provision to the extent of the employee's eligibility under the FMLA.

2. The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information, which shall include, for leaves taken under FMLA, responses to the inquiries contained in the Department of Labor form entitled "Certification of Physician or Practitioner."

3. The Board has the right to require that a second medical opinion, at the Board's expense, be obtained. If that opinion differs from that of the employee's health provider, the employee and Board, in consultation with the Association if requested by the employee, shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the employee and the Association. The cost of this examination shall be paid by the Board.

4. The Board shall have the right to require re-certification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.

B. Association Leave

An unpaid leave of absence for up to one (1) year may be granted to an employee for the purpose of serving as an officer of the Association or its state or national affiliates.

C. Public Office Leave

An unpaid leave of absence for up to one (1) year may be granted to an employee for the purpose of serving in a public office.

D. Family Leave

1. An unpaid leave of absence for up to one (1) year may be granted to an employee for the purpose of critical care of any immediate family member (spouse, parent or child) or for the care of any individual for whom the employee has been appointed legal guardian. Employees eligible for leave under FMLA for these purposes will be granted leave to the extent required by that statute.

2. An unpaid leave of absence taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the FMLA, shall be taken concurrently with this leave provision to the extent of the employee's eligibility under the FMLA.

E. Child Care Leave

A leave of absence for a period of up to six (6) months may be granted for purposes of child care.

1. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child, and in order to care for that child, or due to placement for adoption or foster care, as defined by the FMLA, shall be taken concurrently with this leave provision to the extent of the employee's eligibility under the FMLA.

2. Leave taken under this section in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.

F. General conditions pertaining to unpaid leave shall be as follows:

1. Seniority shall remain unbroken and shall continue to accumulate during an unpaid leave. However, no experience credit for the purpose of entitlement to any other benefit under this contract shall accrue during unpaid leaves.

2. Except as specified in 3. below, the employee taking unpaid leave shall be responsible for payment of insurance premiums**,** to the extent continuation coverage is available under COBRA**,** during the length of such leave if the employee desires to continue the coverage provided under this Agreement.

3. Except for employees hired after July 1, 2007, during the first six (6) months of leave for personal illness/disability, the Board shall continue to pay employer-contributed premiums applicable to the employee under Article 10 of this Agreement. Eligibility to continue in such fringe benefit programs shall be subject to the rules of the insurance carrier/policy holder. The Board will be responsible for payment of premiums for the following leaves for all employees eligible under FMLA:

a. Where leave is taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the FMLA, and as referenced under D. above, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the employee's entitlement under the FMLA, whichever is less.

b. Where leave is taken for the purpose of caring for a newborn child or due to placement for adoption or foster care, as defined by the FMLA, and as referenced in E. above, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the employee's entitlement under the FMLA, whichever is less.

c. With regard to any obligation of the Board to continue insurance premium contributions during unpaid leaves of absence under this Article, the Board shall only be required to contribute the amount of premium under Article 10 of this Agreement which would otherwise be required if the employee was not on leave status. The employee on leave, in these circumstances, will remain responsible for the employee's share of the premium under Article 10.

4. If the employee fails to return from leave at its expiration, except in the event of the continuation, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control, the Board shall have the right to recover all premium payments made during the unpaid leave interval, other than premiums attributable to use of paid leave which has been substituted for unpaid FMLA leave. These amounts may permissibly be deducted from any wage or other payments due the employee with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

5. All requests for unpaid leave shall be submitted to the Superintendent in writing except those in H. below. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.

a. A request for leave of absence under A., D. and E. above shall be made at least thirty (30) days prior to the date on which leave is to commence. If circumstances do not permit a thirty (30) day notice, notice shall be given by the employee as soon as practicable.

b. Requests for leave of absence under B. and C. above shall be made at least sixty (60) days prior to the date on which leave is to commence.

6. An extension of up to one (1) year may be granted on all of the above-stated leaves. At least thirty (30) days prior to the ending date of the leave, an employee must notify the Employer in writing of the request for an extension, giving the ending date of the extension. The Employer will notify the

employee within ten (10) days upon receipt of the request for extension as to whether or not the extension has been granted and the reasons for denial if the extension is not granted.

7. When an employee is returning from an unpaid leave connected with personal illness or disability, the Employer reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Employer shall also have the right to have the employee examined by an Employer-selected physician, psychiatrist and/or psychologist at the Employer's expense.

8. Return from leave shall be to the employee's former position if the leave is for one (1) year or less. If the employee is on leave for more than one (1) year, their position will be declared vacant and posted under Article 17 of this Agreement. If an extension of leave is granted beyond one (1) year, the employee will return to their previous classification but to the job held by the least senior person in that classification.

G. 1. The Association and the Board may jointly permit a discretionary unpaid leave of absence, with Board paid insurance premiums for the employee on such unpaid leave during the period that unemployment benefits ordinarily would be received by a laid-off bargaining unit member. Said leave of absence may only be granted in the event that the leave is taken to allow a laid-off employee to be recalled or to prevent the layoff of an employee having a comparable number of working hours and pay rate to the employee granted the leave.

2. The conditions of F. above shall apply with the exclusion of F., 2. and 3.

H. The provisions of the FMLA shall apply to eligible employees only.

Article 25—Safety, Education and Training

A. When the Employer and the individual employee agree that outside job-related training would be beneficial to the employee and the school system, upon prior approval from the Superintendent or their designee, the Employer may authorize tuition or conference registration fees up to the equivalent of three (3) credits per semester reimbursed at the current Kellogg Community College rate upon successful completion and documentation of District approved classes toward an Associate, other business or education degree, certification, or training. An employee may not be reimbursed for more than the equivalent of six (6) KCC credits in any fiscal year.

Article 26—Special Conferences

Upon request of either the Administration or the Association President, the Association President and the Employer will meet to discuss a matter of concern to the requesting party. Such meeting by request shall be limited to not more than one (1) per month except by mutual consent. If these conferences are held during an employee's work hours, the involved employee(s) shall suffer no loss of pay. No more than two (2) representatives of the Association shall be released for a meeting called under this Article except at the Employer's discretion.

Article 27—Evaluations

A. It is intended that performance appraisal shall assist an employee in fulfilling their responsibilities and in completing their tasks as school system programs, services, activities and projects are implemented.

B. An evaluation of an employee shall be performed at least once a year between July 1 and June 30. An evaluation conference will be held between the employee and supervisor, if requested by either individual. The employee shall be given a copy of the completed evaluation instrument and shall sign the evaluation, acknowledging receipt of same. The employee may submit additional comments to the written evaluation on a separate sheet which will be attached to the evaluation. All written evaluations, as well as any employee written comments, shall become part of the employee's personnel file.

Article 28—Duration of Agreement

In witness whereof the parties here have caused this Agreement to be signed by their representatives on this 24th day of June, 2024.

The terms of this Agreement shall be effective July 1, 2024 and shall expire on June 30, 2026.

For the Association:

President

Bargaining Chairperson

For the Board:

President

Secretary

Appendix A
Job Classifications and Wages

A. 1. The Employer shall maintain and make available to the Association President job descriptions for all job classifications and categories. If the Employer creates a new classification or category during the term of this Agreement, the Employer shall issue a job description and set an interim wage rate for the new classification or category. The Employer shall forward such information to the Association President in order to permit the Association an opportunity to request bargaining on the relationship of wages, hours and employment conditions to the newly established categories and/or classifications.

2. Before any change in the job classification of an employee, other than through the awarding of a vacancy as in Article 17, the Administration will consult with the Association President.

B. Secretarial Personnel

1. If an employee does not use any of their accumulated PTO leave during any two (2) week period, they will be compensated an additional twenty cents (20¢) an hour for that time period. The amount will be paid in the next payroll period after it is earned. Said amount is not considered as a part of the regular wage scale.

C. Paraprofessional Personnel

If a person has substituted as a paraprofessional for one thousand (1,000) or more hours within the two (2) years immediately preceding being hired into a paraprofessional position, the initial salary schedule placement will be at Step 2.

E. The Employer reserves the right to create work to assist any school system employee without obligation to the bargaining unit.

F. All employees shall receive a pass for any home athletic event, except tournaments. The pass is for use by the employee and spouse.

G. All paraprofessionals will be scheduled to attend a six (6) hour in-service day which will be scheduled by the Board of Education in consultation with negotiators and they will be paid at their regular rates of pay for the time attended.

H. For employees that are currently qualified and receiving longevity pay (as of or before July 1, 2020) and have completed ten (10) full years of service, they will receive a longevity payment of four percent (4%). After twelve (12) full years of service the payment will be eight percent (8%). After twenty (20) full years of this payment will be ten percent (10%).

For all others, a longevity bonus will include:

8 – 10 Years of Service	$500
11 – 15 Years of Service	$750
16 – 20 Years of Service	$1,000
21 Years of Service and beyond	$1,250

This will be an annual payment made prior to Christmas Break during the qualifying years (Example: during year 9, employees will receive a $500 bonus; and employee in year 12 will receive a $750 bonus; an employee in year 17 will receive a $1,000 bonus, and all employees in year 22 and beyond will receive a $1,250 bonus).

2024-2025 SCHOOL YEAR WAGE SCALE	STEP 1 1-3 Years	STEP 2 4-7 Years	STEP 3 8+ Years
SECRETARY			
Secretary	$21.34	$21.86	$22.39
PARAPROFESSIONAL			
K-12	$17.49	$17.68	$18.09
Health Care I - General	$17.66	$18.06	$18.46
Health Care II - Specialized	$18.82	$19.25	$19.71
INSTRUCTIONAL ASSISTANTS			
Instructional Assistants	$21.30	$21.81	$22.34

2025-2026 SCHOOL YEAR WAGE SCALE	STEP 1 1-3 Years	STEP 2 4-7 Years	STEP 3 8+ Years
SECRETARY			
Secretary	$21.84	$22.36	$22.89
PARAPROFESSIONAL			
K-12	$17.99	$18.18	$18.59
Health Care I - General	$18.16	$18.56	$18.96
Health Care II - Specialized	$19.32	$19.75	$20.21
INSTRUCTIONAL ASSISTANTS			
Instructional Assistants	$21.80	$22.31	$22.84

Appendix B
Grievance Report Form

Grievance #_____ Hastings School District Distribution of Form
1. Superintendent 2. Supervisor
3. Association 4. Grievant(s)

Building/Assignment Name of Grievant Date Filed

Formal Level I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

_____

_____

2. Relief Sought: _____

_____

_____

_____ _____
Date Signature

C. Disposition of Supervisor: _____

___

___

___

_____ _____
Date Signature

D. Disposition of Grievant and/or Association: _____

___

___

___

___ _____
Date Signature

Formal Level II

A. Date Received by Superintendent, or his/her designee: _____

B. Disposition of Superintendent, or his/her designee: _____

___

___

___

___ _____
Date Signature

C. Position of Grievant and/or Association: _____

___

___

___

___ _____
Date Signature

Formal Level III

A. Date Submitted to Governing Body: _____

B. Disposition of Governing Body: _____

___

___

___

___ _____
Date Signature

Appendix C
Job Descriptions

A. Secretarial Personnel

Responsible directly to building-level administrator and/or program supervisor and assumes responsibilities for building operations as assigned by the administration.

Building Secretaries

—Managing the sign in book for PO's, CPS
—FOC, SS, Transcripts, etc.
—Parent Grade Viewer Info; written set of directions to offer parents for setting up
—All new enrollments
—Change of address forms
—All drops, withdrawal forms, records requests, education verifications
—Caregiver Forms, Section 6 Forms, School of Choice Forms
—CA-60 Folders and contents, Transcript Requests
—Immunization/MCIR
—Locker assignments
—Financial Assistance, Free Reduced Lunch lists
—New Students (giving schedules, logins, laptops, connect with Link Leader, etc.)
—Honors Nights, Academic Awards
—Semester end/Year end Procedures for Archiving Grades
—Beginning of year Enrollment cards
—Substitute teachers/keys
—Red Rover: Teacher absences
—Ordering supplies
—Deposits/Budgets
—Payroll time sheets
—Work permits
—Update Lists: Phone, staff, birthday, etc.
—Due bills
—Comp Time
—Beginning of year Letter and Student Packets
—Other duties as assigned by building principal

Attendance Secretary

—Entering attendance for students arriving to and leaving from school
—Handling all passes and doctors' notes
—10 Minute Rule
—Online Classes and the attendance for those students
—Weekly attendance sheets
—Answering phone calls and dispersing the callers where necessary
—Managing the clip boards or visitors and BISD personnel to sign in and out
—Filing
—Friday Illness Report for Barry County Health Department
—5- and 10-day letters for truancy
—Online In Person Attendance
—Phone Garage
—Other duties as assigned by building principal

Athletic Secretary

—Physical forms, paperwork, payments, announcements, drop off of uniforms/equipment, etc.

—Questions and phone calls regarding events, start times, deliveries
—Attendance for student athletes/athletic events & activities
—FS Direct (Internal Calendar)
—Sports Announcements (Coaching Reports)
—Master eligibility
—Powderpuff Football
—Free Physical Night
—Assisting with Milk Machine
—Assisting with Medications
—Creating & printing rosters, and maintaining physical list & athlete lists
—Assisting Athletic Boosters with Sub Sale & Poinsettia Fundraiser
—Athletic Passes
—Consistent communication with Coaches, Transportation, and other Athletic Secretaries
—Entering Fall, Winter, and Spring schedules into Schedule Star
—Transportation Slips
—Order water from Culligan
—Bulletin Board outside of Athletic Office
—Spectrum Health Forms
—Banquets (printing certificates, gathering awards, labeling envelopes, gathering signatures, checking GPA's, ordering plaque plates, etc.)
—Assisting White's Photography with unpaid and missing photo orders
—Filing
—Other duties as assigned by building principal/athletic director

B. Paraprofessional

Responsible directly to building-level administrator and/or program supervisor and assumes responsibilities for building operations as assigned by the administration.

General

Qualifications for this position shall consist of:
—high school diploma or equivalent
—ability to perform clerical tasks proficiently
—ability to communicate effectively with students and staff using proper grammar and vocabulary
—ability to maintain discipline in all school settings
—completion of first aid and CPR courses desirable
—punctual in all assignments
—observes all District policies appropriate to this position
—accepts the responsibility of assigned tasks

Duties and responsibilities shall consist of:
—aid teacher in preparing room or school
—help prepare and distribute lesson materials
—work with small groups of students or individual students on drill and practice under teacher's supervision
—keep classroom neat and orderly
—aid teacher in arranging bulletin boards
—supervise playground under teacher's supervision
—assist with student records when asked
—when necessary, supervise students in cafeteria
—aid in storing materials and getting classroom ready for closing of school
—specific assignments will call for specific tasks as determined by the assignment
—any duties as may be assigned by the building principal

In-School Suspension

Qualifications for this position shall consist of:

—high school diploma
—must demonstrate ability to be consistent and firm without being harsh with students
—must like to work with adolescents
—good public relations and interpersonal skills

Duties and responsibilities shall consist of:
—supervise in-school suspension students
—coordinate assignments for in-school suspension students from teachers
—maintain accurate records
—other duties as may be assigned by the building principal

Health Care I—General

The role of this position is to provide health care support and related services as determined to be necessary for handicapped and disabled students.

Qualifications for this position shall consist of:
—high school diploma or equivalent
—ability to perform clerical tasks proficiently
—the ability to communicate effectively with students and staff using proper grammar and vocabulary
—ability to maintain discipline in all school settings
—completion of first aid and CPR courses desirable
—specific functional training and/or job experience as is appropriate to the position
—capacity to directly provide health related and allied services not requiring advanced or specialized training
—observes all District policies appropriate to this position
—accepts the responsibility of assigned tasks

Duties and responsibilities shall consist of:
—aid teacher in preparing room for school
—help prepare and distribute lesson materials
—work with small groups of students or individual students on drill and practice under teacher's supervision
—keep classroom neat and orderly
—aid teacher in arranging bulletin boards
—supervise playground under teacher's supervision
—assist with student records when asked
—when necessary, supervise students in cafeteria
—aid in storing materials and getting classroom ready for closing of school
—specific assignments—provide health care support and related services for a student(s) as determined to be necessary to serve the needs of identified handicapped and/or disabled students; provide hygienic services for non-disabled or non-handicapped students where such services are required due to the age of the students and program needs
—any duties as may be assigned by the building principal

Health Care II—Specialized

The role of this position is to provide health care support and related services that are determined to be necessary to serve handicapped and/or disabled students.

Qualifications for this position shall consist of:
—high school diploma or equivalent
—ability to perform clerical tasks proficiently
—ability to communicate effectively with students and staff using proper grammar and vocabulary
—ability to maintain discipline in all school settings
—completion of first aid, CPR and other required training
—specific functional training and/or job experience as is determined to be necessary to serve the needs of handicapped and/or disabled students requiring health care or related services

—capability to directly provide health related and allied services requiring advanced and/or specialized training (e.g. catheterization, suctioning)
—observes all District policies appropriate to this position
—accepts the responsibility of assigned tasks

Duties and responsibilities consist of:
—aid teacher in preparing room for school
—help prepare and distribute lesson materials
—work with small groups of students or individual students on drill and practice under teacher's supervision
—keep classroom neat and orderly
—aid teacher in arranging bulletin boards
—supervise playground under teacher's supervision
—assist with student records when asked
—when necessary, supervise students in cafeteria
—aid in storing materials and getting classroom ready for closing of school
—specific assignment: provide health care and related services for a student(s) as determined to be necessary to serve the needs of identified handicapped and/or disabled students
—any duties as may be assigned by the building principal

C. Instructional Assistant Personnel

Elementary

Qualifications for this position shall consist of:
—2 years of college or significant experience in working with at-risk students. Four year degree in elementary education preferred.
—Ability to work in a classroom with small groups of at-risk students or pull students out for one on one interventions.
—Ability to be flexible and work with several teachers in a day.
—Willingness to be trained in and responsible for using all required assessments, programs, and strategies.

Duties and responsibilities shall consist of:
—Provide Tier 2 instruction to students utilizing guided reading, fluency practice, and sight word practice.
—Provide Tier 3 instruction.
—Work with small groups of students in reading, math, and writing skills.
—Work directly with classroom teachers and Title I teacher.
—Use the following assessments: DIBELSnext, MLPP, Running Records, and District Math Assessments.
—Be familiar with writing rubric to assist students in writing improvement.
—Use District provided Math programs to work with at-risk students on math skills.
—Keep accurate records of student progress and lesson plans.
—Collaborate with Title I teacher and classroom teachers and attend training meetings.
—Attend all district Professional Development days.
—Be responsible for planning under the supervision of classroom teacher and Title I teacher.
—Perform all other duties as assigned by direct supervisor

Secondary

Qualifications for this position shall consist of:
—BA/BS Degree – prefer teaching degree in Mathematics or ELA.
—Prior experience in working with secondary age children.
—Ability to work with diverse school populations.
—Competent in the use of technology and administrative software.
—Excellent communication skills.
—Team player.
—Outstanding organization and management skills. Ability to multi-task.
—Excellent attendance record.

Duties and responsibilities shall consist of:
—Assist academically at-risk students in dealing with academic issues.
—Collaborate with school staff to insure effective interventions to meet academic needs.
—Develop and maintain a positive working relationship and lines of communication with staff, students, parents/guardians and community.
—Be responsible for maintaining accurate records and preparation of reports as required by building principal.
—Attend meetings including Child Assistant Team Meeting, 504 Meetings, IEP's, and other meetings as requested by administrator.
—Assist in maintaining a safe and orderly learning environment.
—Perform all other duties as assigned by direct supervisor.