Master Agreement

between the

Harper Creek Board of Education

and the Harper Creek Community Schools

Executive Secretary Group

July 1, 2025 – June 30, 2028

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Agreement

This Agreement is made as of the date hereinafter set forth by and between the Harper Creek Community School District, Calhoun County, Michigan, hereinafter called the "Employer," and the Harper Creek Community Schools Executive Secretarial Group hereinafter called the "Group."

Article 1 Recognition

Section 1:

The Employer hereby recognizes the Group as the sole and exclusive collective bargaining representative for all secretarial, clerical, office personnel, excluding: supervisors, Secretary to the Special Education Director, Administration Secretaries, Bus Garage Secretary/Dispatch, substitute employees, temporary employees (as defined in Article 19) and all others.

Section 2:

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined Group.

Section 3:

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

Article 2 Employee Rights

Section 1:

No seniority employee shall be disciplined, which shall include written reprimands, suspensions, demotions, and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.

Section 2:

A. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Group for the purpose of engaging in collective bargaining or negotiations. The

Employer agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Group; his/her participation in any activities of the Group or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.

B. Nothing contained within this Agreement shall be construed to deny or restrict any employee rights and responsibilities he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3:

Upon request, an employee shall be entitled to have present a representative of the Group when disciplinary action is taken which may adversely affect the employee's work record. Should disciplinary action likely occur at a given meeting, the employee shall be advised of said possibility. Where a disciplinary penalty requires the employee to immediately leave school district property (i.e. suspension or discharge), the employee shall be allowed to discuss the disciplinary measure with a Group representative before leaving the premises. The employer shall make available an area where this may occur.

Section 4:

Written and signed complaints against an employee shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file for four (4) years.

Section 5:

Any case of assault upon an employee shall be promptly reported to the employee's immediate supervisor. The Employer will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

Section 6:

An employee will have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review.

Article 3 Group Rights

Section 1: School Mail

The Group shall have the right of access to the school mails to distribute Group material to members of the bargaining unit. Should the Board determine that a deviation from established conditions is necessary, it shall notify the Group of any alterations prior to implementing them.

Section 2: Use of Facilities

The Group shall have the right to use school facilities for meetings and school equipment, including computers and copiers. The Group shall pay for the cost of all materials and supplies incident to such and shall be responsible for proper operation of all such equipment. The Group shall be liable for any damage to equipment or facilities occasioned by its use of the same. Prior to use of school facilities, the Group shall complete and submit a Building Use Form.

Section 3: Group Representatives

The Group shall inform the Employer, in writing, the identity of Representatives having the authority to represent the Group and its members for purposes of grievance handling and disciplinary matters. Any grievance handling shall occur outside of normal working hours unless otherwise agreed to by the Employer.

Section 4: Request for Information

The parties agree to furnish one another with information required to be made available by law in order to facilitate contract administration and negotiations.

Article 4 Management Rights

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it

or conferred upon it from any source whatsoever. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Group either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration, not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment, the operations and to direct the working forces and affairs of the School District;

2. Continue its rights and past practice of assignment and the direction of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;

3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees, determine the size of the work force and to lay off employees;

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the 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;

5. Adopt reasonable rules and regulations;

6. Determine the qualifications of employees, including physical conditions;

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

8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies;

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

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the District shall not abridge any rights of employees as specifically provided in the Agreement; and

11. Determine the policy affecting the selection, testing or training of employees.

The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

Article 5 Grievance Procedures

Section 1: Definition

A claim or complaint by an employee or group of employees or the Group that there has been a violation, misinterpretation, or misapplication of any expressed provision of this Agreement may be processed as a grievance as hereinafter provided.

Section 2: Hearing Levels

Informal Level:

When a cause for complaint occurs, the affected employee(s) shall request a meeting with his/her immediate supervisor within ten (10) days after the event prompting the complaint or within ten (10) days after the employee should reasonably have had knowledge of the occurrence of the event upon which the grievance is based in an effort to resolve the complaint. The Group may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

Formal Level 1:

If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the informal meeting between the supervisor and the affected employee(s). A formal grievance must contain:

1. A synopsis of the facts giving rise to the alleged contract violation;

2. A listing of the contract provisions allegedly violated;

3. The date of the alleged violation;

4. A specification of the relief requested; and

5. The signature of the grievant.

A copy of the grievance shall be sent to the Group and 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(s) and the Group.

Formal Level 2:

If the Group is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee within five (5) days. Within seven (7) days of receipt after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Group on the grievance. The Superintendent or designee shall render a written decision thereon with copies to the Group and the grievant(s).

Formal Level 3:

If the Group is not satisfied with the disposition of the grievance at Level 2 by the Superintendent or designee, or if no disposition has been made within the period above provided, the Group may submit the grievance to arbitration before an impartial arbitrator within twenty (20) days of receipt of the disposition. 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 Group shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of

competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Group and Employer.

A. The arbitrator shall have no power to rule on any of the following:

1. The termination of services of or failure to re-employ any probationary employee;

2. Any claim or claimant for which there is another remedial procedure or forum established by law or by regulation having the force of law (to include MERC, MDCR, EEOC, OSHA and Workers' Compensation); and

3. Any matter involving employee evaluation content. However, matters involving alleged violations of evaluation procedure shall be subject to arbitration.

B. Claim for Back Pay

The District shall not be required to pay back wages more than six

(6) months prior to the date a written grievance is filed.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less one-half (1/2) of any compensation that he/she may have received from any source during the period of the back pay.

Section 3: Miscellaneous Conditions

A. The term "days" when used in this Article shall mean work days of the grievant. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

B. Grievances filed as "Group" grievances may, by mutual consent, be initiated at Formal Level 2 of the grievance procedure.

C. Grievance processing will occur outside of normal working time except when the Employer consents otherwise.

D. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Article 6 Vacancies, Transfers, and Promotions

Section 1: Definition

A vacancy shall be defined as a newly created bargaining unit position or a present position in the bargaining unit that is not filled but that the Employer intends to fill.

Section 2: Posting

All vacancies shall be emailed to District Staff and posted at the designated place in each building of the District for a period of five (5) work days. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Position Qualifications

An interested employee may apply in writing to the Superintendent, or designee, within the five (5) day posting period. The Employer agrees to notify employees, including the Group President or designee, using district email of any vacancies occurring during the summer months.

Section 3: Trial Period

1. An employee who is awarded a job under Section 4 or Section 6 below shall be offered a ten (10) working day trial period. During this trial period the employee shall have the opportunity to revert back to his/her former assignment. The Employer shall be entitled during this interval to fill the transferring employee's former assignment with a temporary employee.

2. If the employee is determined to be unsatisfactory by the Employer during this trial period, notice shall be submitted to the employee. Any decision by the Employer to return an employee to his/her original assignment before or at the conclusion of the ten (10) working day trial period shall not be arbitrable.

Section 4: Filling a Vacancy

The Employer agrees to fill vacancies with the most qualified applicants.

The employer agrees to offer current employees covered under this contract an interview as long as they meet the minimum qualifications and submit all materials in a timely manner as noted in the job posting.

Any Secretarial Unit Employee that was not awarded the job will be offered the opportunity to discuss with their principal and with HR the reason(s) they were not selected for the posted position.

An employee who is awarded a job under the provisions of this Section shall be subject to a trial period according to Section 3 above. During the trial period, an employee shall receive the rate of pay for the job he/she is performing.

Section 5:

Within fifteen (15) work days after the expiration of the posting period, the Employer shall award the position to the applicant who has been selected to fill the posted position. Each applicant shall be so notified in writing with a copy provided to the Group.

Section 6:

An employee shall retain wage scale experience credit when transferred within the job classifications covered by this Agreement.

When an employee vacates a position and accepts a higher paying position in a different classification, he/she shall continue to receive the same hourly wage of the vacated position during the trial period of Section 3. above. Beginning with the eleventh (11^{th})

working day in the new position the member shall be assigned to a step placement which shall not cause the member's hourly wage to be decreased.

When an employee maintains a position and accepts an additional position in a new classification, he/she shall be placed on step one (1) of that position's wage schedule.

Section 7:

If an employee is absent for a period exceeding 365 consecutive calendar days, his/her assignment shall be considered a vacancy which will be posted and awarded utilizing the procedures specified in this Article. An employee returning to work whose position has been declared vacant according to this paragraph shall be permitted to bump the employee having the least seniority of the returning employee. An employee shall notify the Employer, pursuant to Article 12, Section 1. E., of the intent to return to work.

Section 8:

In the event it becomes necessary to make an involuntary transfer, the employee with the least seniority shall be transferred unless a more senior employee volunteers to be transferred.

Section 9:

If an employee is transferred to a non-bargaining unit position with the school district for a period of up to six (6) months, and is thereafter transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the non-unit position to which he/she was transferred. An employee transferred under the above circumstances shall retain seniority rights, as described above, for only the six (6) month period.

Article 7 Work Schedule, Duties, and Compensation

Section 1: Work Schedule

A. The work schedule of each classification covered by this Agreement shall be as set forth in Schedule A of this Agreement. Nothing therein shall be regarded as a guarantee of any number of hours of work per day or per week except with regard to the provisions of Schedule A pertaining to the secretarial/clerical/office personnel classification.

B. Nothing shall prevent an employee and his/her immediate supervisor from

mutually agreeing to alter the employee's normal work schedule through the use of compensatory time. If mutual agreement is reached to use compensatory time for this purpose, it shall not obligate the Administration to payment of overtime when the compensatory time is worked.

Section 2: Compensation

Compensation for classifications covered by this Agreement shall be as set forth in Schedule B.

Section 3: Overtime Compensation

A. Time and one-half shall be paid for all hours worked over forty (40) hours in one (1) week. This shall not be interpreted to require double payment of overtime.

B. Time and one-half shall be paid for all hours worked on Saturdays. Double time shall be paid for all hours worked on Sundays and holidays. These sums shall be in addition to holiday pay if the employee is entitled to holiday pay for that day.

C. An employee may not work overtime without advanced approval of their supervisor or designee, except in cases of emergencies.

D. High School Secretaries may request to be paid overtime compensation for working outside of their normal work day hours during graduation.

E. Employees who work overtime must document such time on a timesheet and submit to their supervisor for overtime pay within the next pay period, unless under 8 hours. Once 8 hours have been accumulated, the employee shall submit for pay or get permission from their supervisor to take a compensation day within four (4) weeks.

F. In Lieu of overtime pay, an employee may, with prior approval of their supervisor or designee, take compensatory time at the rate of one and one-half (1.5) hours per each hour of overtime in lieu of overtime payment. Such time must be used within four (4) weeks unless prior written approval is given by their supervisor and by the Finance Director.

Section 4: Job Descriptions

Written job descriptions and job titles shall be provided by the Employer for each bargaining unit position. The Group shall be consulted relative to such job descriptions. Job descriptions shall minimally include qualification for appointment, types of services to be performed, and a listing of basic performance expectations.

Article 8 Seniority

Section 1: Probationary Period

A new employee hired into the bargaining unit shall undergo a probationary period of forty-five (45) days worked. Upon completion of this probationary period, the employee shall obtain seniority status and his/her name shall be entered upon the seniority list retroactive to the first date of probationary service.

A. Probationary employees shall be represented by the Group for all purposes under this Agreement during the probationary period, except that the termination or evaluation of a probationary employee shall not be subject to the grievance procedure.

B. Leave day credit shall accrue during the probationary period; however, leave days may not be used until the successful completion of the probationary period.

C. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Master Agreement.

D. There shall be no seniority among probationary employees.

Section 2: Seniority Defined

Seniority shall be defined as length of service within a classification included in this bargaining unit. Accumulation of seniority shall begin on the employee's first working day as described in Section 1 above. In the event two (2) or more employees begin work on the same day, the date of the job application from which they were hired shall determine position on the seniority list. In the case of job applications filed on the same date, position on the list shall be determined by lot.

Section 3: Seniority Lists

The Employer shall prepare and maintain seniority lists as defined in this Article. The seniority lists shall be provided annually to the Group by November 1. The Group shall notify the Employer of any errors within fifteen (15) days after receipt of the seniority lists. In the absence of a timely objection, the Employer's seniority lists will be considered conclusive.

Section 4: Loss of Seniority

Seniority shall be lost if the employee:

1. Voluntarily quits;

2. Is discharged and the discharge is not reversed through the grievance procedures set forth in this Agreement;

3. Is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer shall send the employee written notification, at the last known address, that the employee has lost seniority and has been terminated. A copy of such notice will be provided to the Group;

4. Does not return to work when recalled from layoff, as set forth in the recall procedure;

5. Does not return from sick leave or other leave of absence;

6. Retires;

7. Otherwise terminates his/her employment relationship with the Employer; or

8. Is laid off and is not recalled to work within two (2) years from the time of layoff.

Article 9 Reduction in Work Force

Section 1: Authority

In the event the Board of Education determines to reduce staff, the procedures outlined in this Article shall be followed.

Section 2: Notification of Layoff

No employee shall be laid off pursuant to a reduction in the work force unless the employee is notified of said layoff thirty (30) calendar days specified below prior to the effective date of the layoff:

Section 3: Order of Reduction/Bumping

In the event of a necessary reduction, the Employer shall first lay off probationary employees provided there are senior employees remaining who are available and can perform the required work. Next, the least seniored employee affected by the reduction shall be laid off. In no case shall a new employee be hired while there are laid off employees who are qualified and available for the vacant or newly created position.

An employee whose position has been eliminated due to reduction of work force or who has been affected by a layoff/elimination of position may bump the least senior employee provided all of the following conditions are satisfied:

1. There is no "bump" possible within the current assignment job of the employee affected by the reduction in force,

2. The "bumping" employee is qualified and able to perform all duties of the least senior employee of whom the "bumping" employee is displacing, and

3. The "bumping" employee possesses sufficient seniority into which placement is desired. The bump is exercised upon the least senior employee.

When an employee affected by reduction in force is not able to exercise a bump within his/her current job or into a different job for which he/she possesses sufficient seniority (as described above), he/she shall be placed on layoff status with recall rights as described in this Article.

Section 4: Recall

A. Recall

1. Laid off employees possessing seniority shall be recalled in order of seniority, with the most senior laid off employee being recalled first to an open position. The Employer shall not be required to post such openings as vacancies under Article 6 of this Agreement.

2. Notices of recall shall be sent by certified or registered mail to the last known address 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.

3. A recalled employee shall be given five (5) work days from receipt of notice to notify the Employer of the date that he/she will be returning to work. Said return date must be within fifteen (15) work days of the receipt of the notice. The Employer may fill the open position on a temporary basis until the recalled employee reports to work.

4. An employee recalled to a position of an equivalent number of hours, where the employee is qualified and possesses sufficient seniority, is obligated to take said work at the step of the employee's previous step. An employee who declines recall to work shall forfeit his/her seniority rights and shall be considered a quit.

5. An employee on layoff status shall accrue seniority but no advancement of salary steps during the period of layoff from which the employee was laid off. Upon recall the employee shall continue to accrue seniority.

B. Placement Outside Seniority Classification.

A laid off employee shall be eligible for assignment to a different job classification within the bargaining unit where he/she does not possess seniority if all of the following conditions are met:

A "vacancy" as defined in this Agreement exists and there are no employees on layoff status of that vacancy.

1. The employee from the different classification meets the posted position requirements necessary to qualify for the vacancy. In the event more than

one employee from a different classification applies for a vacancy under this provision, the Employer shall determine which person is best qualified for the position and shall award the assignment on that basis. Such determination by the Employer shall not be subject to the grievance procedure.

2. Failure to apply for and/or qualify for a vacancy in another classification shall not relinquish a laid off employee's right to recall in his/her own previous seniority classification.

3. The Employer shall have the right to award the job first to a qualified employee within the same job classification (either currently employed or on layoff status) before determining to offer any employment opportunities to employees in a different job classification. However, laid off employees in different classifications who meet the posted job requirements shall have priority over currently employed employees seeking transfer to a different classification, irrespective of seniority.

4. An employee who is awarded a job under the provisions of this Section shall be subject to a trial period pursuant to Article 6, Section 3. If the employee is determined to be unsatisfactory by the Employer during this trial period, the employee shall be returned to lay off status without prejudice to his/her right to recall to his/her original seniority when a vacancy for recall purposes occurs.

Section 5: Recall Notices

It is the employee's responsibility to keep the business office informed of the employee's current telephone number and address or of any change in phone number and/or address within three (3) working days of such change. In the event an employee fails to comply with this procedure, the Employer shall not be obligated to recall the employee until such time as correct information is submitted. Further, the employer shall be held harmless for any time, wages or recall opportunities lost as a result of such failure by the employee.

Section 6:

Any employee laid off pursuant to this Article may, upon application and at his/her option and expense, continue to receive insurance protection, as outlined in this Agreement, under the provisions of COBRA. Such continuation of insurance benefits shall be contingent on prior payment by the employee of the applicable policy premiums and is further subject to rules and conditions established by the carrier and/or the policyholder.

Section 7:

A laid off employee shall, upon application, and at his/her option be granted priority status on the substitute list for the classification from which he/she was laid off. An employee serving as a substitute in this capacity shall be paid at the first step of the position in which substituting.

Article 10 Fringe Benefits

Starting January 1, 2026, the Board agrees to contribute premium payments to West Michigan Health Insurance Pool (WMHIP) for the following levels:

$661.84/month single subscriber

$1,384.12/month two-person subscriber

$1805.03/month full family subscriber

These contributions will increase to the maximum extent allowed by the state hard cap. If no hard caps exist, they will increase by the percentage increase in the insurance premium, up to a maximum of 3%.

1. Medical plan options will be available through WMHIP.
2. No health insurance needed.
   Employee must provide proof of medical coverage under another group health plan.

Cash in lieu of insurance will be $450.00

All insurance plans include the following non-health insurance:

- Delta Dental Plan
  - Class I, II, III, 80%, Annual Max $1000
  - Class IV 80%, Lifetime max $1300
- Vision-VSP3 Gold
- Life Insurance
  - Basic term life with med $35000

- $35,000 term AD&D

The Board has the right to allocate to the Employee the responsibility for a portion of the premium for the insurance coverage, as may be determined by the Board and in its discretion. This contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. If PA 152 is repealed during the term of this Contract, the District's contribution shall remain capped at the previous PA 152 levels, with annual increases requiring a percentage increase in the premium costs up to three (3) percent per year. The Board will notify the Employee of the insurance costs including taxes, assessments, and copayment of which they are responsible in the excess of the Board paid premium contribution, subject to payroll deduction.

All amount higher than the employer contribution are the responsibility of the enrolled employee and will be payroll deducted from wages according to employees health insurance subscriber status i.e. Single, Two-person, or family.

The District will load the employee's respective deductible for the HSA plans on January I of each year. An employee may choose to decline the District loaded deductible by giving written notification to the Business Office Manager by December 1.

If the District loads the employee's deductible and the employee does not work a full insurance year, that employee shall return prorated portions of months not worked in a reasonable timely manner. If the employee fails to do so, amounts owed may be deducted from the employee's final paycheck, consistent with the law.

Section 2: Secretarial/Clerical/Office Personnel—Part-time

A part-time secretarial/clerical/office personnel employee (an employee who does not work an eight [8] hour day) shall not be eligible for fringe benefits unless he/she works fifteen (15) hours per week. An employee working fifteen (15) hours or more per week (but less than forty [40] hours) shall elect the non-health insurance benefits (dental, vision, life insurance) but are not eligible for cash in lieu.

Section 3: Section 125 Plan

A. The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.

B. It is the responsibility of each eligible employee to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and or claims administration.

C. Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible employee and insurance carrier, policyholder and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that plan.

D. It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article and other payments as may be authorized by the Cafeteria Plan during theperiods of an employee's eligibility for participation in that Plan and for fringe benefit plan enrollment under this Agreement.

E. In the event that an employee waives available coverage(s) under the Cafeteria Plan and thereby elects to receive additional compensation under PAK-B, pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403 (b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

Section 4: General Conditions of Fringe Benefits

A. An employee newly hired by the Board shall be eligible for Board- paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first day of the month following the month work commenced.

B. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

C. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.

D. Any employee newly hired working less than twenty-five (25) hours per week

and/or thirty-six (36) weeks per year shall not be entitled to any fringe benefits under Article 10 during his/her first five (5) years of employment. He/she would become eligible on the first open enrollment period after his/her fifth (5^{th}) anniversary date.

Article 11 Paid Leaves

Section 1: Sick Leave

A. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee. The employee will have ten (10) days from receipt of the written statement in which to bring to the attention of the Employer any alleged error in the stated amount of sick leave credit. In the absence of timely notification by the Employee, the Employer's records shall be considered conclusive.

B. Sick leave shall accrue as follows:

Secretarial/clerical/office personnel shall be credited with sick leave allowance as follows: Each ten (10) month 210 day employee shall receive ten (10) days per year sick leave, each eleven (11) month 220/230 day employee shall receive eleven (11) sick days per year.

Said sick leave shall be cumulative to one hundred fifty (150) days. Each secretarial/clerical employee who has accumulated sick days in excess of one hundred fifty (150) (prior to July 1, 1986) shall have such days frozen. However, each such person shall continue to receive the yearly allotment of sick leave prior to the accumulation being reduced.

C. Utilization of sick leave shall be subject to the following conditions:

1. The employee may use all or any portion of his/her sick leave to recover from his/her own illness or disability.

2. A maximum of ten (10) days per school year may be used for all purposes covered by ESTA including a serious condition of a family member as defined by FMLA (see Article 12, Section 2).

For purposes of ESTA, a family member shall include:

· A child (biological, adopted, foster, stepchild, or a child for whom the employee is responsible as a parent);

· A parent (biological, foster, adoptive, step, or legal guardian);

· A spouse or domestic partner;

· A grandparent or grandchild;

· A sibling (biological, foster, or adopted);

· Any person who stood in the place of a parent when the employee was a minor;

· Any individual related by blood or marriage (including in-laws) or close personal relationship whose association is the equivalent of family.

An employee absent for more than two (2) days or who demonstrates a consistent pattern of abuse may be required to submit a statement from his/her doctor.

D. Absence due to injury or illness incurred in the course of the employee's employment shall be charged against the employee's sick leave days, provided that the Employer shall pay such employee the difference between his/her normal compensation and benefits received under the Michigan Workers Compensation Act, deductible from the employee's accumulated sick leave.

E. If the employee has initiated a claim for Worker's Compensation but the validity of the claim has not been determined or benefits have not commenced, the employee may use sick leave accumulated if the employee is medically unable to report for work. However, if and when Worker's Compensation benefits are received, the employee shall reimburse the school district for any sick leave payments received during the benefit period. Said reimbursement shall be made immediately upon receipt of any Worker's Compensation benefits by the employee. Upon such payment to the District, sick leave so utilized shall be reinstated to the employee's personal sick leave accumulation.

F. Each employee in the secretarial/clerical/office personnel classification who works six (6) or more hours per day will have one
(1) hour per month which may be used for doctor or dental appointments which cannot otherwise be scheduled. This time is to be utilized for doctor and dental appointments concerning the employee only and will not be charged to sick leave or personal leave.

Section 2: Funeral/Bereavement Leave

A. The employee shall be granted a maximum of five (5) paid leave days per death in the immediate family. "Immediate Family" shall be defined for purposes of this Section as spouse, child, parent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in- law, son-in-law, brother, sister, and any legal dependents.

Employees using more than three (3) working days of bereavement leave for a death in the immediate family shall, in advance of utilizing such additional days, notify the Employer of the circumstances necessitating the utilization of the maximum five (5) days leave limit for this purpose.

B. The employee shall be granted one (1) day paid leave per death for other relatives. "Other Relatives" shall be defined for purposes of this Section as aunt, uncle, cousin, nephew, niece, brother-in-law, sister-in-law, or person to whom the employee was engaged to marry.

If the employee has no personal leave days left, he/she may use one

(1) paid leave day per year for the death of persons living in the same household.

C. Additional leave may be granted in special cases, such as for travel time, without pay, subject to the approval of the Administration.

D. Unused funeral/bereavement leave shall not be cumulative.

E. For a funeral involving a present or former employee, or where the employee serves as a pallbearer, the employee will be allowed up to four (4) hours to attend. The employee in such circumstances will make up lost time with an equal amount of compensatory time. The Employer reserves the right to limit the number of employees absent under this provision on a given day.

Section 3: Personal Business Leave

At the beginning of every school year, each employee shall be credited with two (2) personal business leave days.

A. Personal business leave shall be utilized in accordance with the following

conditions:

1. Such days are to be used for conducting business that the employee cannot arrange to conduct other than during work hours.

2. An employee planning to utilize a personal business day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency.

3. Personal business leave shall not be granted on the opening or closing days of school nor on the day prior to or following a holiday or vacation unless an emergency exists and utilization is approved by the employee's immediate supervisor.

4. Personal business leave shall be available for the practice of individual religious preferences.

5. It is recommended that no more than one (1) personal business leave day be used during each six (6) month period, except in cases of emergency.

6. At the end of each contract year all unused personal business leave days shall be credited to the employee's accumulated sick leave.

7. The Employer reserves the right to limit the number of employees absent under this provision on a given day to no more than twenty percent (20%) provided that the classification has five (5) or more members.

8.

Section 4: Jury Duty and Subpoenas

Any employee called for jury duty or subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation for such time provided the employee shall remit all witness and juror fees (excluding expenses) to the Employer upon return to work. Subpoenas issued in conjunction with litigation between the Association and the Employer will be exempted from this Section.

Section 5: Holidays

Employees will receive their regular daily pay, exclusive of any overtime, additional time, sub pay or other income generated from special circumstances, for days indicated as "paid holidays" in B. and C. below.

A. The following holidays shall be considered as "Paid Holidays" for employees.

Labor Day	1 day
Thanksgiving	2 days (day after)
Christmas	4 days
New Years	2 days (day before)
Memorial Day	1 day

B. When a holiday is observed by the Employer during an employee's scheduled vacation, the holiday will not be considered as a vacation day.

C. If a holiday falls on a Saturday or a Sunday, the Friday before or the Monday after shall be observed as the holiday, as determined by the Employer, unless otherwise required by law.

D. In order to receive holiday pay, an employee must work his/her entire shift on both the last regularly scheduled work day before the holiday and the first regularly scheduled work day after the holiday. The only exception will be illness verified by a doctor's statement.

Section 6: Retirement

Any employee who retires and has served in the Harper Creek Community Schools for not less than twenty (20) years shall be eligible for payment of one-half (½) of his/her then current daily rate of pay for each day of accrued, but unused, sick leave to a maximum of one hundred (100) days.

Article 12 Unpaid Leaves

Section 1: General Conditions

A. A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. An employee may apply for a

one (1) year extension of this leave. During said leave, seniority shall continue to accumulate but salary schedule experience credit shall remain frozen.

B. The employee shall notify the Superintendent in writing of his/her desire to take leave under this Article. The letter requesting leave shall include the proposed commencement date of the leave and the date of return. Except in the case of an emergency, the employee shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

C. Upon expiration of a leave of absence, an employee shall be reinstated to the position from which the leave was taken if it is in existence; or, if not, to a position within his/her classification for which he/she possesses sufficient seniority. Return to an assignment shall be subject to the operation of the reduction in personnel procedures specified in this Agreement.

D. At least fifteen (15) working days prior to the date a leave is scheduled to expire, the employee shall notify the Employer, in writing, of his/her intent to return to work.

Section 2: Family Medical Leave

A. Employees eligible for FMLA must have been employed for at least twelve (12) months and have worked at least 1,250 hours of service during the previous 12-month period. FMLA unpaid leave is to be taken concurrently with paid leaves for serious health conditions, birth of a new born child, or care of a new child, as defined by the FMLA. The employee is entitled to all rights conferred under the Act. Eligible employees are entitled to twelve (12) weeks of unpaid FMLA leave during any 12-month period or twenty-six (26) weeks under the Insured Service Member provision.

B. Where an employee's spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period of up to twelve (12) weeks. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence of up to six (6) months without pay. An employee who is

still unable to work may be granted an extension of up to one (1) year by the Board of Education.

C. An unpaid leave of absence shall be granted to an employee for the purpose of child care, as defined within the Act. Such leave shall be taken within the twelve (12) month period immediately following the birth of adoption of the employee's child. The length of leave under this paragraph shall not exceed twelve (12) weeks, renewable at the discretion of the Board for up to an additional one (1) year period.

D. An employee adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) weeks after the child arrives in the home. In the case of an adoption or foster care placement, a copy of the order awarding custody to the employee shall be provided to the Administration, if requested, in connection with the employee's application for those purposes.

E. When leave is taken under this Article to care for an employee's seriously ill spouse, child, or parent, or due to the employee's own serious health condition, the employee will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave. An employee taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the employee's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at the Board's expense) be obtained. If that opinion differs from that of the employee's health care provider, the health care provider, the employee, and Administration (in consultation with the Association, if requested by the employee) shall mutually designate a third health care provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, employee, and Association. The cost of this examination shall be paid by the Board.

F. An employee who is disabled may continue in active employment provided he/she continues to perform his/her regular duties satisfactorily.

G. Upon expiration of a leave of absence under this Section, an employee shall be reinstated to the position from which the leave was taken if it is in existence; or, if not, to a position within his/her classification for which he/she possesses sufficient seniority. Return to an assignment shall be subject to the operation of the reduction in personnel procedures specified in this Agreement.

H. The Board and the employee agree to cooperate in scheduling commencement and return from leave at a time which minimizes disruption to the continuity of the operations of the District. When leave is foreseeable, the following guidelines shall be required:

1. Requirement Of Notice – In any case in which the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the employer with not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.

2. Duties of Employee – In any case in which the necessity for leave is foreseeable based on planned medical treatment, the employee:

   a. shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

   b. shall provide the employer with not less than thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.

3. Notice For Leave Due To Active Duty Of Family Member In any case in which the necessity for leave under subsection is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.

I. The Board of Education will continue premium payments for health care benefits for an employee who has been granted an unpaid FMLA leave under this Section. If the employee fails to return from a leave at its expiration (except in the event of the continuance, 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. 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 in accordance with the applicable state law.

An employee eligible for twelve (12) weeks of leave under the Family Medical Leave Act may choose to use or be required, by the District, to use accrued paid time, such as sick leave, vacation days or personal days, for all or part of the twelve (12) week leave.

J. Injured Service Member Leave. FMLA eligible employees may take leave up to twenty-six (26) weeks of FMLA leave to care for a parent, child, spouse, or next of kin, the employee must be the nearest blood relative of the injured service member. This leave is only available in a single twelve (12) month period.

K. Qualifying Exigency Leave. FMLA eligible employees may take leave of up to twelve (12) weeks for qualifying exigencies arising out of the employee's parent, child, or spouse being on active duty of being called to active duty. This type of leave is included as part of the twelve (12) weeks of FMLA leave available to eligible employees.

L.

Article 13 Continuing Education

Section 1:

An employee who is required to take specific high school or post-secondary courses by the Administration shall be fully reimbursed for cost of tuition, books and mileage costs incurred.

Section 2:

An employee participating in an Adult Education Program or earning high school level or college level credits shall be eligible to receive reimbursement from the Employer for full tuition, cost of books and other required materials if given prior approval by the Central Administration Office and upon submission of written notice of course completion with a passing grade of "C" or above. It is understood that reimbursement will only be made for courses which:

1. Maintain or improve skills required in the employee's current employment, or

2. Meet the requirements imposed by statute, administrative regulation and/or this Agreement for the employee's retention of a position in his/her seniority classification.

Section 3:

An employee shall be eligible for registration costs, travel expenses and full pay to attend seminars which are related to employment within the School District, if given prior approval by the Central Administration Office. An employee shall be eligible for mileage reimbursement when travel is requested by the Administration.

Article 14 School Closing

Section 1:

When the Employer determines to close school(s), reasonable effort shall be made to make such public announcements prior to 6:30 a.m.

Section 2:

A. When students are sent home early because of inclement weather or other emergency, the secretarial/clerical/office personnel shall work until the buses at their level (elementary or secondary) have arrived back at the bus garage. Central office personnel will be dismissed with the elementary secretaries.

If the District must reschedule those days, the affected employees will work with no additional compensation.

B. Only two (2) snow days will be paid without work. All other days will be paid when made up.

C. On all days the Superintendent closes the Central Administration Office, all bargaining unit members will be excused from reporting and will receive their daily rate of pay for the day.

D. When there is no school due to inclement weather but the Central Administration Office is open, there are three options available for all days in excess of the 2 paid contractual snow days. They are:

a. Report to work

b. Cover your absence from work with compensation time

c. Make-up the time absent by adding work days onto your contracted end date.

Section 3:

A. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days of student instruction as prescribed by Michigan law.

B. "School year" employees who are not required to work on such days shall be excused from reporting and shall be paid at their regular daily rate of pay. However, only two (2) such days will be paid without work. All other days will be paid when they are made up.

C. "Full year" employees are required to report to work as regularly scheduled on such days unless otherwise excused by the immediate supervisor.

D. The parties agree that this contract provision has been negotiated to comply with the provisions of the State Aid Act and to ensure that the District will incur no loss of State Aid. Further, the parties recognize the school district's obligation to comply with any requirement set forth by the State Board of Education respecting the number of "student instruction" days, as defined by that agency. In addition to any requirement of the State Aid Act to receive full State Aid, the parties agree to reschedule lost days of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days mandated by the Michigan Department of Education or otherwise by law.

Article 15 Resignation

Section 1:

An employee desiring to resign shall submit a resignation, in writing, to the Administration Office at least fifteen (15) working days prior to the effective date of the resignation unless new employment requirements prohibit. In such a case, the employee shall submit the resignation at least ten (10) working days prior to the effective date of the resignation.

Section 2:

Any employee who discontinues his/her services, in accordance with Section 1 above, does not forfeit his/her right to all severance payments required by this Agreement.

Article 16 General Provisions

If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

Article 17 Communications

Section 1:

Representatives of the Employer and the Group, by mutual agreement, may meet on one (1) work day each month for the purpose of reviewing the Administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure or to be negotiations. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss.

Section 2:

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 Group.

Article 18 Work Rules

Section 1:

The Employer retains the right to promulgate and uniformly enforce work rules that do not conflict with the express terms of this Agreement.

Section 2:

New work rules shall be given to the Group's president at least thirty

(30) calendar days prior to the effective date of the work rule being established. Within said thirty (30) calendar days, the Group may request a meeting with the Employer for the purpose of discussing the work rule(s). Copies of work rules in effect shall be given to all new employees upon employment.

Section 3:

All work rules shall be posted. Upon the execution of this Agreement, all employees shall be given a copy of existing work rules.

Article 19 Bargaining Unit Work

Section 1:

Supervisory employees shall not be permitted to perform work within the bargaining unit except in case of an emergency arising out of an unforeseen circumstance which calls for immediate attention, or for instruction or training of employees, including demonstrating the proper method of accomplishing the task assigned.

Section 2:

The Employer shall be allowed to secure the services, as needed, of a temporary employee for the purpose of replacing an employee on sick leave, leave of absence, or vacation. A temporary employee shall be paid at a rate to be determined by the Administration, but the rate shall not exceed that of the employee being replaced. A temporary employee shall accrue no rights under this Agreement.

Section 3:

The Employer shall have the right to create part-time bargaining unit positions in all classifications and categories under the following conditions:

1. A part-time employee hired after August 1, 1992, working less than twenty-five (25) hours per week and/or thirty-six (36) weeks per year shall not be entitled to any fringe benefits under Article 10 during his/her first five (5) years of employment. He/she would become eligible on the first open enrollment period after his/her fifth (5th) anniversary date.

2. A part-time employee is not eligible for overtime work unless it has been refused by all full-time employees.

3. When the District hires a part-time employee, he/she must be hired for at least eight (8) weeks during a fiscal year.

4. The District shall not decrease the number of current full-time employees due to hiring of part-time employees.

Article 20 Duration of Agreement

This Agreement shall be effective upon ratification by the Group and the Board and shall continue in effect, expiring at the end of the 30th day of June 2028. It shall not be extended orally, and it is expressly understood that it will expire on the date indicated.

Article 20 Duration of Agreement

This Agreement shall be effective upon ratification by the Group and the Board and shall continue in effect, expiring at the end of the 30th day of June, 2028. It shall not be extended orally and it is expressly understood that it will expire on the date indicated.

Harper Creek Community Schools
Executive Secretary Group

Group Representative

9-2-25
Date

Harper Creek Community Schools
Board of Education

Becca D Bess
President

Secretary

Superintendent

9-2-2025
Date

Schedule A Work Schedules

A. Work Hours

1. All employees shall have their hours of work set by the Administration, after consultation with the involved employee(s).

2. All employees shall be entitled to a duty-free lunch period of at least one-half (½) hour per day, as well as a fifteen (15) minute relief time in mid-morning and mid-afternoon.

3. On non-student contact days, employees may leave up to 30 minutes early if they do not take a duty-free lunch.

4. All employees shall be given written notice of the date of return to work each year no later than June 1 of the prior year.

B. Work Schedule

Secretarial staff shall work as indicated below; excluding paid holidays. The Superintendent, or designee, shall determine the start and end dates each year. Daily work hours shall be outlined in the assignment / reasonable assurance letters handed out by June 1 each year.

Work Schedule

Secretarial Positions	*Days Worked*
High School Principal	210
High School Assistant Principal	210
High School Principal	220

High School Guidance Department	220
High School Athletic Director	230
Middle School/Guidance Department	220
Middle School Principal	220
Middle School Assistant Principal	220
Elementary Principal (3)	220

Schedule B Wage Schedule

Salary Schedule

25-26 Steps and $2.00 increase on each step

26-27 Steps and $ .75 increase on each step

27-28 Steps and $ .75 increase on each step

Step	2025-2026	2026-2027	2027-2028
1	$21.17	$21.92	$22.67
2	$21.75	$22.50	$23.25
3	$22.32	$23.07	$23.82
4	$22.87	$23.62	$24.37
5	$23.41	$24.16	$24.91

6	$25.39	$26.14	$26.89

Section 2:

Any member of the bargaining unit who earns an associate's degree or approved certification in an area that would enhance the ability of that employee to perform their assigned duties, a premium of ***fifty cents ($.50)*** per hour would be added to their wage.

The premium will be paid only at the successful completion of an associate's degree or certification that has been previously approved by the Superintendent, or designee.

Section 3: Longevity

All employees shall be paid at the end of the school year for each year of this agreement the following.

Longevity

Years	Pay
6-10	$500
11-15	$750
16-20	$1250
21-+	$1750

Section 4: Miscellaneous—All Employees

A. Increments

1. Any employee first hired before December 31 of any year shall receive an increment raise the following July 1. Any employee first hired on or after December 31 but before July 1 shall not receive an increment raise (except as provided below) on the following July 1 but shall instead receive an increment raise on the July 1 immediately following

the employee's completion of twelve (12) months of service.

B. When any position not listed in the above wage schedules is established by the Employer, the Employer may designate and implement a job classification and a rate structure for the position. If the Group disagrees with the rate structure, the rate shall be subject to negotiation.

Section 5: Additional Pay

A. One (1) Secretary from each building will receive a $150 stipend for additional duties of managing substitute teachers. This stipend will be paid on the last pay in May of the respective school year.

B. All employees in the Group who provide and use their cell phones for job-related activity will be reimbursed at a rate of forty dollars ($40.00) per month. Employees who receive this subsidy will be required to be accessible twenty-four (24) hours a day, excluding vacation and approved leaves of absences.

Employees may choose one of the following reimbursement options:

Option 1: Request 50% of the annual reimbursement from the Finance Director on or about December 1, with the remaining 50% paid on or about June 1.

Option 2: Receive the full reimbursement in a single payment on or about June 1.