

Master Agreement
between

Holton Public Schools

and

Holton Educational Support
Personnel Association,
MEA-NEA

July 1, 2024 – June 30, 2027

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE NUMBER
1	Agreement	3
2	Recognition	3
3	Association Rights and Grievance Procedure	4
4	Management Rights	8
5	Employee Rights and Protection	9
6	Job Description and Pay	9
7	Work Week, Work Day	10
8	Working Conditions	11
9	Seniority	12
10	Vacancies, Transfers and Promotions	14
11	Reduction in Personnel, Layoff and Recall	16
12	Evaluation	17
13	Safety and Health	17
14	Vacations	18
15	Holidays	18
16	Sick Leave	19
17	Other Paid Leaves	20
18	Unpaid Leaves	22
19	Fringe Benefits	23
20	Maintenance of Standards	27
21	Separability	28
22	Employee Discipline	28
23	No Strike Clause	29
24	Duration of Agreement	29
Appendix A	Wage Schedule	30

ARTICLE 1

Agreement

- 1.1 This Agreement entered into this, by and between the Holton Educational Support Personnel Association - Michigan Education Association/ National Education Association, hereinafter called the "Association", and the Holton Public Schools, hereinafter called the "Employer".

ARTICLE 2

Recognition

- 2.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining for all permanent bus drivers, bus aides, custodial/maintenance personnel, food service personnel, clerical personnel, instructional assistants (including paraprofessionals, and library paraprofessionals), and mechanic; excluding confidential, supervisory, bookkeeper, payroll, substitutes, and all other employees of the Holton School District.
- 2.2 Unless otherwise indicated, use of the term "employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. Within the various classifications of employees covered herein, there shall be the following categories:
- A. "Substitute employee" is an employee who is used on an irregular basis to fill in when a permanent employee is not available.
 - B. "Permanent employee" is an employee who is regularly scheduled to work in a position covered by this agreement. Non-permanent employees will not be used to replace or to fill permanent positions including those lost through layoff, discharge, termination or through attrition.
 - C. "Full-time employee" is an employee scheduled to work a standard work week of 40 hours per week.
- 2.3 Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in an expediency arising out of an unforeseen circumstance which calls for immediate action such as, in the instruction or training of employees or demonstrating the proper method to accomplish a task assigned. Bargaining unit work performed by confidential employees shall be exempted from those provisions as herein provided.

ARTICLE 3
Association Rights and Grievance Procedure

- 3.1 The Association and its members shall have the right to use school building facilities when school is normally open for meetings if such use is not in conflict with scheduled school activities, provided that if special custodial services are required the Board may charge the association for any additional custodial services according to Board policy.
- 3.2 Duly authorized representatives of the Association shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. The representative(s) shall notify the Superintendent or designee of his/her presence at the work site prior to transacting official Association business.
- 3.3 The Board agrees to provide sufficient bulletin board space in the building to carry Association announcements, notices of meetings, results of Association elections and notices pertaining to nominations and elections.
- 3.4 The maximum number of employees who shall be paid by the Employer while conducting negotiations or processing a specified grievance shall be limited to three (3). Any member representation and/or grievance processing during the employee's working hours must first be approved by the employee's immediate administrator. Negotiation meetings shall be held at a mutually agreed upon time. Compensation shall be at the employees' regular straight time rate of pay and shall cease at the end of the employees' regularly assigned shift, and times shall be by mutual agreement.
- 3.5 It is understood that representatives have full-time work to perform. It is their responsibility to obtain proper approval to leave their assigned work area and/or jobs to conduct Association business and to conduct that business in a manner least disruptive to the efficient operation of the school system. The following procedure shall govern. Representatives and/or alternates shall be governed by classification rules regarding employees entering or leaving the assigned work area. Representatives and/or alternates may leave the assigned work area regarding a possible grievance when approval has been given by the immediate administrator or the Superintendent.
- 3.6 Any employee who wishes the aid of a representative shall contact his/her immediate administrator who shall notify the representative of the employee's request. The immediate administrator shall give the representative approval to leave the assigned work area within a forty-eight (48) hour period. If a grievance becomes untimely due to a lack of administrator approval of the representative's departure, the time limits at the first step shall be extended by the amount of time

it took to get said administrator approval. Any paid time by the Employer to work on grievances or potential grievances shall be conducted on the Employer's premises.

- 3.7 The names of representatives or alternates in each classification shall be given in writing to the Employer. No representative or alternate shall function as such until the Employer has been advised of his/her selection, in writing, by the unit secretary. Any change in representatives or alternates will be reported to the Employer as far in advance as possible.
- 3.8 Any representative or alternate, or other officer of the Association employed by the Employer, having an individual grievance in connection with his/her own work, may ask for a representative to assist him/her in adjusting the grievance in a manner provided for in the Grievance Procedure.
- 3.9 Grievance Procedure

A. Definition:

A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. The termination of services or failure to re-employ any probationary employee shall not be grievable. The terms "work days" or "days of work" shall refer to district administrative business hours of operation.

B. Hearing Levels

Step 1:

Within ten (10) work days after the date of an alleged occurrence of a grievance, the aggrieved employee will take the matter up with his/her immediate administrator. The employee may request the presence of the representative. The administrator shall send for such representative without undue delay and without further discussion. The administrator shall give an oral answer to the employee within the following five (5) work days.

Step 2:

If the matter is not settled at Step 1, the employee and/or Association may submit to the immediate administrator, within the five (5) work days following the oral answer, a written and signed "Statement of Grievance" which shall name the employee involved, state the date of the alleged grievance and the facts giving rise to the grievance, identify all provisions of this Agreement alleged to be violated by reference, state the contention of the employees and of the Association with respect to these provisions and indicate the relief requested.

Within five (5) work days following receipt of the written grievance, the administrator shall hold a meeting with the grievant and Association representative. Within five (5) work days of the meeting, the administrator shall submit a written answer to the employee and the Association. If the matter is settled at Step 2, the employee shall sign the grievance stating that result.

Step 3:

If the matter is not settled at Step 2, the grievant and/or Association may appeal the matter within five (5) work days following the receipt of the written disposition of the immediate administrator. Such appeal shall be made by forwarding a copy of the grievance and immediate administrator's response to the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall, within five (5) work days after receipt of such grievance, schedule a meeting with the grievant and representatives of the Association. The Superintendent shall answer in writing within five (5) work days of said meeting.

Step 4:

If the grievance is not resolved at Step 3, the Association may, within ten (10) work days of receipt of the written answer by the Superintendent, refer the matter to the American Arbitration Association for arbitration. Only the Association, and not an individual employee, may refer the matter to arbitration. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association (AAA). The hearing shall be conducted in accordance with AAA rules.

- A. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. Any matter for which there is recourse under State or Federal statutes shall not be heard by the arbitrator. He/she shall have no power to interpret State or Federal law.
- B. Neither party may raise a new defense or ground at Step 4 not previously raised or disclosed in written form at Step 3.
- C. Not more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent, and then only if they are of a similar nature.
- D. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than forty (40) work days prior

to the date on which the grievance is filed, except in cases involving-seniority and its application.

- E. The fees and expenses of the arbitrator shall be divided equally between the Employer and the Association. The parties shall bear individually the cost of presenting their respective cases in arbitration.
- F. The decision of the arbitrator shall be final and binding upon the employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review any lawful decision of the arbitrator shall be forthwith placed into effect.

C. Miscellaneous Conditions

- 1. Time limits may only be extended by mutual written agreement between the Employer and the Association.
 - A. Any grievance not answered within the time limits by the Employer shall be deemed passed to the next step of the grievance procedure.
 - B. Any grievance not initiated or appealed by the aggrieved employee or the Association within the time limits (unless a mutually-agreed upon extension of the time limits has been granted) shall be deemed settled on the basis of the Employer's last response.
- 2. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level #2 of the grievance procedure.
- 3. Once a grievance has been processed or dropped, it cannot be reopened.
- 4. The Employer shall not be required to pay back wages more than forty (40) work days prior to the date a written grievance is filed.
 - A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay, including unemployment compensation.

- B. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE 4

Management Rights

- 4.1 The exercise by the Employer of its powers, rights, authority, duties, and responsibilities, 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 expressed terms of this Agreement and then only if the specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- 4.2 The Employer reserves the right to make, enforce, and amend reasonable rules and regulations, not in violation of this Agreement, for promoting efficiency and safe procedures. Such rights shall include by way of illustration, and not limited to the right to:
 - A. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, layoff, transfer, and determine the size of the workforce, within the scope of this Agreement.
 - B. Determine the services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
 - C. Determine overall goals and objectives as well as reasonable policies affecting all programs.
 - D. Determine the number and location or relocation of its facilities, including the establishment or relocation or closing of offices, departments, buildings, or other facilities.
 - E. Determine the size of the management organization, its functions, authority, and amount of supervision.
 - F. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - G. Determine the qualifications of employees, including job descriptions and essential job functions of employees.

ARTICLE 5

Employee Rights and Protection

- 5.1 Nothing contained within this Agreement shall be construed to deny to any employee rights he/she may have under State or Federal laws or regulations.
- 5.2 It is the policy of Holton Public Schools that no employee shall on the basis of the Protected Classes of race, color, national origin, creed or ancestry, political belief, sex, genetic information, disability, religion, age, height, weight, or marital status, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity and in employment. Further, no employee shall be subjected to any harassment on the basis of his/her race, color, religion, sex, genetic information, national origin, creed, ancestry, political belief, age, height, weight, disability, marital status and other categories protected by state and federal law.
- 5.3 No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association.
- 5.4 The Employer shall maintain one official personnel file for each employee. The employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

ARTICLE 6 **Job Description and Pay**

- 6.1 For each classification, job descriptions will be developed. The Employer reserves the right to modify job descriptions. The descriptions and modifications shall be distributed to all current employees and to all new employees when hired by the District. The descriptions will include at a minimum:
 - (A) Job Title and Description
 - (B) Minimum requirements
 - (C) A statement of required tasks and responsibilities
- 6.2 The basic compensation of each employee shall be as set forth in "Schedule A". Compensation for work will be paid in the payroll period earned.
- 6.3 The following conditions shall apply to all overtime work:
 - A. Time and one-half will be paid for all hours physically worked over forty (40) hours in one week with the exception of 6.3 D.

- B. Double-time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
- C. Paid leave shall count toward hours worked except in calculating overtime pay except in 6.3 D.
- D. Emergency time shall be defined as when an employee is called to immediately report to work outside of regularly scheduled hours. In case of emergency hours, any vacation, sick, personal, bereavement, and inclement weather/unscheduled school closing days will count toward hours physically worked.
- E. Paid leave for bereavement leave and jury duty will count toward hours physically worked.

ARTICLE 7

Work Week, Work Day

- 7.1 The standard work week shall consist of five (5) consecutive days, Monday through Friday, both days inclusive except upon mutually agreed upon change.
- 7.2 The standard work day for full-time employees shall consist of eight (8) hours, and the standard work week shall consist of forty (40) hours.
- 7.3 Break Time – To the extent that the requirements of the employees' respective duties allow him/her to leave the work area, breaks will be arranged / scheduled in consultation with the immediate administrator. Employees who work six (6) or more hours per day will be accorded two (2) paid breaks of fifteen (15) minutes each during a scheduled shift nonconsecutively. Employees who work less than six (6) hours per day will be accorded fifteen (15) minutes of paid break time during a scheduled shift.
- 7.4 Lunch - Employees working more than four hours per day shall have a one-half (1/2) hour duty-free unpaid lunch during which time they may leave the District.
- 7.5 School Closing
 - A. Should school not be in session because of inclement weather/unscheduled school closings, no employee shall suffer loss of pay. Such pay is to be paid in the pay period in which it occurs. No employees will be required to report to work for such days. If the school day legally has to be made up, employees who were paid without working on the closed day will work the rescheduled day without additional pay.

- B. An automated notification system may be utilized by the Employer to supplement radio and television notices of school closings. This system will be used to notify all employees, and the Employer will make every effort to contact the earliest reporting employees first.
- C. In the event school is closed for a paid inclement weather/unscheduled school closing, and the employee was scheduled off from work on a pre-approved sick day, personal day, or vacation day, the employee will be paid for such time, and the pre-approved leave time shall be credited back to the employee.
- D. Any employee who has not exhausted his/her personal or vacation leave may use such days when professional development is scheduled for teachers, and work/professional development is not scheduled for the employee/support staff that day.

7.5

- A. Any employee reporting for work during their assigned work hours when no work is available shall receive a minimum of one-half (1/2) day's pay except when they have been notified not to report for work.
- B. Any employee called in to work for any hours outside their assigned working hours shall be paid for a minimum of two (2) hours.

7.6 Clerical Work Year

The clerical work year shall include fifteen (15) working days during summer break, as determined by the administrator and secretary, for the benefit of the operation of the school. Effort will be made to attach these days to the beginning and/or end of the summer break.

ARTICLE 8 **Working Conditions**

- 8.1 The Employer shall provide adequate non-exclusive lounges and restrooms at each building for employees' use.
- 8.2 The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area.
- 8.3 At the start of each school year, an employee shall be notified of his/her designated administrator or supervisors. In the absence of the building principal, employees shall be made aware of the person who will be available for assistance, if needed, for building administration or supervision.

- 8.4 The Employer shall provide without cost to the employee the following:
- A. Uniforms will be provided and laundered for each bus mechanic. Employees may wear their old color uniforms that are presentable in appearance whenever the Employer changes uniform colors.
 - B. First Aid and Blood Borne Pathogen supplies shall be available in each school building, classroom, office, and in each kitchen area. Employees are expected to comply with the Employer's Blood Borne Pathogen (BBP) Policy when dealing with all potentially dangerous materials and situations. Copies of the implementation plan are available in the Superintendent's office. Employees are required to attend any BBP training provided by the Employer.
 - C. A jacket by August 1 of every even-numbered year for each mechanic. Each mechanic will select either a lightweight or heavyweight jacket from styles selected by the Employer.
 - D. One Hundred Fifty Dollars (\$150.00) per year reimbursement upon presentation of a receipt for steel-toed, leather work boots for the mechanic.
- 8.5 When an employee is required to use his/her own auto for Employer's business away from the school campus, he/she will be paid the IRS mileage rate.
- 8.6 The Employer shall reimburse bus mechanics any fees associated with any required certification and/or renewal.
- 8.7 Payroll Explanation

The Employer shall include details on the paycheck stub with each employee payroll check for all hours worked (i.e. regular hours, overtime hours, trip rate hours, lay-over hours, etc.). This language applies to employees working in multiple classifications and employees who have overtime hours.

ARTICLE 9

Seniority

- 9.1 All new employees covered by this Contract shall be probationary employees until they have been employed sixty (60) working days. Upon completion of such probationary period, seniority shall be retroactive to date of the first day of work in the bargaining unit as a permanent employee; and the employee shall be considered permanently appointed and placed on the seniority list for the purpose of this collective bargaining Agreement. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period; however, the employee and the Association shall

be given written notice of discharge stating the reason for such discharge. Discharges of probationary employees shall not be subject to the grievance procedure.

In the event that more than one individual has the same seniority date, position on the seniority list shall be determined by the last four (4) digits of the employee's social security number, highest to lowest.

9.2 For the purpose of this provision, all employees shall be placed in one of the following classifications based on their current assignments:

- (a) Mechanic
- (b) Clerical
- (c) Instructional Assistant (including Library Paraprofessionals and Paraprofessionals)
- (d) Bus Aide

Employees who work in more than one (1) classification shall be ineligible for extra work which would create overtime or interfere with the work in the classifications.

9.3 The Employer shall prepare, maintain and post the seniority list. The seniority list shall indicate an employee's seniority in each classification as well as seniority in the bargaining unit. The initial seniority list shall be prepared and posted conspicuously in all buildings of the Employer within thirty (30) calendar days after the effective date of this Agreement, with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Errors, omissions, corrections, and/or deletions in or to the list as posted shall be brought to the attention of the administration within thirty (30) calendar days thereafter.

9.4 Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, failure to return to work upon recall from lay-off or at the end of a leave of absence, or if absent three (3) consecutive work days without notifying the Employer unless there are extreme mitigating circumstances. An employee on layoff will remain on the seniority list for two (2) years. If the employee is not recalled within the two (2) year period from the date of layoff, the name will be removed from the seniority list.

9.5 For the purpose of Reduction in Personnel, Layoff and Recall, an employee working in more than one classification shall be deemed to be assigned to all classifications in which the employee is working.

9.6 All unit officers, bargaining team members, shall have, by virtue of their Association office, top seniority within the unit and respective classifications for the purpose of layoff and recall.

ARTICLE 10
Vacancies, Transfers, and Promotions

- 10.1 A vacancy shall be defined as a newly created position or a present position that is not filled. Summer employment opportunities will be posted on the District's website.
- 10.2 All vacancies, as defined in section 10.1, which the Employer intends to fill, shall be posted within five (5) work days of the vacancy. All vacancies shall be posted in a prominent location in the Administration Building for a period of five (5) work days. Summer vacancies shall be communicated to all bargaining unit members via the automated notification system (if in operation), posted on the Employer website, and mailed to the Association President and each classification union representative at his/her home address. Vacancy postings shall contain the following information:
- (a) Date and time of posting of notice
 - (b) Description of work involved
 - (c) Location of work
 - (d) Starting date
 - (e) Rate of pay
 - (f) Hours to be worked
 - (g) Classification
 - (h) Minimum requirements and qualifications
 - (i) Date and time of closing of posting
- 10.3 Interested employees may apply by signing the vacancy posting which shall be posted in a prominent location in the administration building during the five (5) day posting period. Employees on vacation or layoff who may wish to be considered for any posted opening or recall during their vacation period or layoff shall notify the Association president of their address and telephone number where they may be contacted. The Association president or vice-president will notify such employee and shall have the authority to sign postings if the absent employee so desires.
- 10.4 Vacancies shall be filled first based upon seniority and qualifications of applicants from within the classification where the vacancy exists. Should no employee from

the classification where the vacancy exists apply, the vacancy shall then be filled based upon the seniority and qualifications of the other applicants within the unit.

10.5 Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. The successful applicant shall be notified in writing with a copy provided to the Association president.

10.6 In the event of transfer from one classification to another, the employee shall be given a forty-five (45) work day trial in which to show his/her ability to perform on the new job unless the employee has previous seniority in the classification or position, in which case, the employee is exempt from this provision. If the employee is unable to demonstrate ability to perform the work required during the trial period, as documented by the employee's immediate administrator, or at the option of the employee, the employee shall be returned to his/her previous assignment without loss of seniority or being subject to bias, at his/her former rate of pay.

The original position left vacant by a transfer shall be filled by a temporary substitute until the completion of the transferred employee's trial period. Upon the completion of the transferred employee's trial period, the vacant position shall be treated as a vacancy and posted within five (5) working days.

10.7 Transferred employees from one classification to another, as provided in section 10.6, shall be placed on the probationary step of the wage schedule ("first 60 work days" step) for the forty-five (45) work day trial period. At the successful conclusion of the trial period, as evaluated by the immediate administrator, the employee shall move to step one ("after 60 work days through 1 year" step).

10.8 Any employee may refuse permanent transfer without loss of seniority. For the purpose of this Agreement "permanent transfer" shall mean any transfer in excess of thirty (30) calendar days except during summer vacation.

10.9 An employee who is temporarily (equal to or greater than a ½ day) assigned to another classification will be paid his/her regular rate or the classification rate for those duties, whichever is greater. Seniority for substituting or temporarily being assigned in another classification will not count unless the assignment is for greater than forty-five (45) consecutive days.

10.10 The parties agree that changes in assignments within classifications may be necessary. Assignment changes shall be for cause, and will in no case require an employee to suffer a loss in wages and/or benefits.

Such changes in assignments shall be on a voluntary basis, whenever possible. If involuntary assignment changes become necessary, the convenience and the

wishes of the affected employee(s) will be honored to the extent that such considerations do not conflict with best interests of the District.

In no case, shall voluntary or involuntary assignment changes occur without the affected employee(s) and the Association president being apprised on the specific reason(s) for such changes.

- 10.11 When a bargaining unit member is called to sub in his/her own job classification, that individual will be paid at his/her own rate of pay per Appendix A.
- 10.12 In the event of a vacancy during the school year, where no laid off employees are available and no transfer of classification exists, the Superintendent and Association president may agree to post the position internally and externally for ten (10) working days to expedite the process of filling the position.

ARTICLE 11

Reduction in Personnel, Layoff, and Recall

- 11.1 Layoff shall be defined as a reduction in the size of the work force or program.
- 11.2 When layoff occurs, probationary employees in the classification shall be laid off first, and then those employees with the least seniority in the classification shall be laid off.
 - A. Layoff and recall shall be based upon seniority within the classification, secondly within the unit.
 - B. Layoff notice shall be ten (10) work days in advance of the layoff during the school year, and ten (10) work days in advance of the layoff during the summer break period.
- 11.3 Recall will be inverse to the order of layoff.
- 11.4 There shall be no new employees hired in a classification until all laid-off employees in that specific classification have been offered and given an opportunity to accept recall.
- 11.5 Employees who receive a layoff notice shall be allowed to bump in any classification in which they have seniority. Any employee on layoff status will be given first preference as a substitute in another classification of his/her choice, provided he/she has the qualifications and shall be given first preference for a regularly scheduled job opening. All reductions in the workforce shall be with the least senior employees in that classification.

- 11.6 Notice of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. A copy of the notice of recall will be provided to the Association president. 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 his/her current mailing address. A recalled employee shall be given five (5) calendar days from receipt of notice (excluding Saturday, Sunday and holidays) to report to work unless the recalled employee is working elsewhere, in which case the employee shall have fourteen (14) calendar days to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report to work. Failure to report within the timelines defined above shall be considered a voluntary resignation. Exceptions may be made by mutual agreement between the Association and the Employer.
- 11.7 Employees on layoff shall accrue seniority during the period of such layoff.

ARTICLE 12

Evaluation

- 12.1 All monitoring or observation of the work performance of an employee shall be conducted openly and with knowledge of the employee. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited. This does not prevent the evaluator from using information gathered through building and classroom walkthroughs, or from direct observation of the employee's performance.

Employees will be evaluated on the evaluation form pertinent to their classification as listed in Article 2 – Recognition.

- 12.2 A formal evaluation shall be in writing and a conference with the administrator held prior to June 1st of the current school year. Deficiencies of the employee's performance shall be specifically identified and performance goals for improvement delineated. If an employee is in disagreement with the evaluation, he/she may submit a written rebuttal within five (5) work days of the conference that shall be attached to the evaluation in question. If a written disagreement is filed, a second conference will be held within ten (10) work days of the filing upon the employee's request for such conference to discuss the rebuttal. The employee shall have the right to representation by the Association president or designee.
- 12.3 The content of the employee's evaluation shall not be subject to the grievance procedure. Violations of evaluation procedure and/or timeliness shall be grievable.

ARTICLE 13

Safety and Health

- 13.1 Before commencement of employment, all new employees may be required to pass a comprehensive physical plus a back x-ray conducted by a Board appointed doctor and paid for by the Employer.
- 13.2 Employees must report all injuries sustained during working hours to the immediate administrator on the Employer-provided form. Such reporting shall be in writing, and as soon as possible after the incident.
- 13.3 All employees shall observe all reasonable safety rules which are established by the Employer and shall use such safety equipment as required by the Employer which will be provided to the employees.

ARTICLE 14 **Vacations**

- 14.1 All full year employees shall receive paid vacation time. Said vacation time may be used by eligible employees at times of the employee's choosing as approved in 14.3 below. Employees shall be required to submit to the Employer a written request at least three (3) work days in advance indicating their proposed vacation. When more than one employee requests the same vacation date(s) and work scheduling reasonably prohibits all requesting employees from being absent at the requested time, preference will be given to the affected employee having the greatest seniority.
- 14.2 Vacation time shall be computed as of each employee's anniversary date on the basis of the following schedules:

Full Year Employees

<u>Years Employed</u>	<u>Vacation Pay</u>
Less than 1 year	0 days
1 but less than 10 years	10 days
10 but less than 20 years	15 days
20 years or more	20 days

- 14.3 The Employer must answer all employees' requests in writing within three (3) work days after receipt of the vacation request.
- 14.4 All employees shall receive earned vacation pay pro-rated to date upon termination.
- 14.5 Each year an employee shall have from his/her anniversary date until his/her next anniversary date to use the vacation allotted in 14.2 above. No vacation will

be carried over into the next anniversary year without the written consent of the immediate administrator.

ARTICLE 15

Holidays

15.1 The following days shall be recognized as paid holidays for all employees:

New Year's Eve (full day holiday)
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve Day (full day holiday)
Christmas Day

Holiday pay shall be at the regular hourly rate for the amount of hours an employee would have normally worked, in addition to the applicable rate for all hours worked on such holiday. To be eligible for holiday pay, an employee must have worked his or her last scheduled day prior to the holiday and his or her first scheduled day following the holiday.

- 15.2 An employee validly on paid sick leave, vacation, personal, jury duty, or bereavement leave will be considered to have worked.
- 15.3 If any of the above-specified holidays occur on a Saturday, the holiday will be taken on Friday; if the holiday occurs on Sunday, the holiday will be taken on Monday.

ARTICLE 16

Sick Leave

- 16.1 A sick leave day shall be computed to be the equivalent of an employee's regularly scheduled hours of employment per day. Sick leave shall be accumulated from date of hire at the rate of one (1) day per month of employment, not to exceed eight (8) for school year employees, nine (9) for school year secretaries, and ten (10) for full year employees.

Unused sick leave days can be accumulated to 120 days as of June 8, 2013, and each end of school year thereafter, for the duration of continuous employment. Any employee with the 120 or more day accumulation will continue to earn one day per month of employment for use during the current school year, but will have the total accumulation reduced to the previous year's maximum at the end of the school year if the employee has more than 120 sick leave days accumulated.

Paid sick leave shall be used in increments of one-quarter (0.25) hours. Employees will not be paid for a sick day before they have earned it. Probationary employees shall accumulate sick leave, but such leave shall not be available for use until completion of the probationary period. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the employee's current accumulated sick leave hours available for use.

- 16.2 Sick leave will be available to an employee for incapacitating illness or exposure to contagious disease or an illness in the immediate family (father, mother, brother, sister, spouse, child, grandchild, stepfather, stepmother, stepbrother, stepsister, or stepchild) which requires that employee's attendance. Paid sick leave attributable to spouse, parent, child, or legal dependent is subject to no limitation. Any other paid family leave, chargeable to sick leave, will be limited to five (5) days per year. Injuries received by the employee while in the employ of another or in conjunction with a violation of the law, which requires the absence of the employee from the district, will not be compensated.
- 16.3 Any employee whose sick leave has been exhausted shall be allowed to use earned vacation days, upon request to the Employer.
- 16.4 In the event the employee has exhausted all accumulated sick leave during the term of the illness, the Employer shall grant, upon written application, an unpaid sick leave up to one (1) year in conjunction with the Family Medical Leave Act, if eligible. While an employee is on an extended sick leave, he/she may accumulate seniority for the first six (6) months and thereafter it shall be frozen until the employee returns to active employment. The employee shall be returned to the same or similar position in the same classification upon the expiration of the leave. The leave may be extended by mutual agreement.
- 16.6 An employee utilizing sick leave because of an injury incurred on the job may be required to furnish a doctor's statement. If the Employer requires the employee to be examined by the Employer's doctor, it shall be at the Employer's expense. The Employer reserves the right to demand a doctor's statement in cases of suspected abuse or where the employee is absent in excess of three (3) days. Where the employee is absent for three (3) days or more because of a single illness, one doctor's statement may cover the entire absence until he/she is released by the doctor.
- 16.7 Upon retirement or death, an employee shall receive compensation for unused sick days (rounded to the nearest ½ day) in the following amounts: .5-50 Days = \$15/day; 50.5-100 Days = \$20/day; 100.5-120 Days = \$25/day. One day is an employee's total hours per day.

ARTICLE 17

Other Paid Leaves

- 17.1 At the beginning of every contract year, each employee shall be credited with two (2) days to be used for the employee's personal leave. An employee planning to use a personal leave day shall notify his/her administrator at least two (2) days in advance, except in cases of emergency. No specific description of the intended use of a leave day shall be required except for a leave requested for the day before or after a holiday.
- A. The Employer reserves the right to limit the number of personal days granted the same day in the same job classification based upon the staffing requirements of the Employer. Failure to grant personal days on such a basis may be grieved.
 - B. Personal days shall be granted in the order of application, except in cases of emergency.
 - C. As of June 30 of each contract year, unused personal days shall be paid at the employee's current wage.
- 17.2 An employee who is called for jury duty shall be compensated the difference between his/her normal salary and that amount of monies he/she has received from the court for the performance of such duty, excluding expenses and travel allowance. An employee called as a witness on behalf of the Board of Education to any court or administrative tribunal will receive his/her full rate of pay less any witness fees and mileage allowance.
- 17.3 Funeral Attendance:
- A. Bereavement Leave – The Employees shall be granted a maximum of five (5) days paid per death for immediate family. Immediate family for purposes of this section shall be interpreted as spouse, mother, father, brother, sister, child, father- and mother-in-law, brother- and sister-in-law, daughter- and son-in-law, step-parent, step-child, step-brother, step-sister, grandchild, step-grandchild, grandparents, and step-grandparents. Close relative shall include uncle, aunt, first cousin, niece, or nephew.
 - B. Employees shall be allowed to use up to two (2) sick days per occurrence of death, to attend the funeral of any person not defined in 17.3 A. The day(s) shall be deducted from the employee's sick leave accumulation.
- 17.4 Association Leave Days
- 1. At the beginning of every school year, the Association shall be credited with three (3) days to be used by support staff members who are officers or agents of the Holton Educational Support Personnel Association, such

use to be at the discretion of the Association for association business. The Association agrees to pay for the costs of the substitute employee for such days when used.

2. The Association President shall notify the Superintendent's office at least five (5) days in advance of the leave day(s) to be used.
3. No remainder of unused Association leave days shall accumulate from year to year.

ARTICLE 18

Unpaid Leaves

18.1 Personal leaves of absence without pay or benefits up to six (6) months in duration may be granted upon written request from an employee. During said leaves, seniority shall continue to accumulate.

18.2 Other unpaid leaves of absence may be taken for the following purposes:

- A. Military Leave - A leave of absence shall be granted to any employee who is inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called or otherwise make him/herself available for active duty in the National Guard or Reserve. Return from leave must be requested within ninety (90) calendar days after honorable discharge.
- B. Military Reserves - A leave of absence, in addition to annual vacation leave, shall be granted to employees for active duty defense training. Such leave shall not exceed ten (10) work days. The employee, at his/her option, may elect to take his/her vacation for this training period.
- C. Public Service - A leave of absence not to exceed four (4) years shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office.
- D. Association Office - A leave of absence for up to two (2) years shall be granted upon application for the purpose of serving as an officer of the Association, or an officer in its state or national affiliate.

18.3 Requests for leaves (and extensions) shall include:

- (a) The reason for the leave

(b) The beginning and ending dates

- 18.4 Employees may request an extension of an unpaid leave. If the leave extension is granted, seniority shall be frozen at the seniority accrued on the date the extension begins.
- 18.5 The employee may request in writing to discontinue the leave at any time providing five (5) work days to give notice of return. The employer reserves the right to approve the return within five (5) work days. The employee must notify the association of the request.
- 18.6 At least five (5) work days prior to the date a leave is scheduled to expire, an employee shall notify in writing the Employer of his/her intent to return to work. An employee failing to give written notice shall be a voluntary quit. In cases where an extension is being requested, a written request must be made at least thirty (30) days prior to the expiration of the leave. In both cases, the employee will provide written notification to the Association president within forty-eight (48) hours.
- 18.7 An employee returning from leave, granted under 18.1 above, shall be placed at the salary schedule step that he/she would have been at had he/she worked in the district during the leave. An employee returning from leave, granted under section 18.2, shall be placed at the next salary schedule step above where he/she last was, unless legally required otherwise.
- 18.8 Short Term Unpaid Leave may be granted to an employee in special circumstances in accordance with the following conditions.
- A. The Employer shall have the discretion to determine whether to grant short term unpaid leave.
 - B. An employee may be granted no more than 5 days per contract year for unpaid leave.
 - C. Short Term Unpaid leave will not affect an employee's sick leave.
 - D. Personal Leave and/or vacation days must be used prior to or in conjunction with unpaid leave. Unpaid leave will not be granted unless all Personal Leave and vacation days have been used or are used in conjunction with the Unpaid Leave.
 - E. Short Term Unpaid leave does not accumulate or carry over to succeeding years.

- F. Employees must apply for unpaid leave fourteen (14) calendar days prior to the first day of leave. Under extenuating circumstances, the fourteen (14) day requirement may be waived by the district.

18.9 Family and Medical Leave Act employees may be eligible for leave pursuant to the current Family Medical Leave Act a copy of which is available for the employee to review at the administration office.

Further:

- A. The Employer shall continue to pay their share of all health insurance benefits while the employee is on a family and medical leave.
- B. Family and Medical Leave Act will run concurrently with any paid leave which the employee may be on and will be determined on a rolling 12-month calendar basis.
- C. A family or medical leave may be taken on an intermittent or reduced schedule basis when medically necessary; in which case the Employer may request a statement of the medical necessity for the schedule and the expected duration.
- D. Upon return, the employee shall be returned to the position held at the beginning of the leave or an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

ARTICLE 19

Fringe Benefits

19.1 Upon written application by the employee, the Employer will offer medical health insurance (Plan A), as described in 19.9, for the employee and his/her eligible dependents for a full twelve (12) months, as described in 19.10 below.

<u>Regular Hours per Day</u>	<u>Coverage</u>
5 - 8 hour employees	Up to full family; rates to be paid by the Employer, as noted below
Less than 5 hour employees	No health insurance is offered

Medical health insurance (Plan A) will be subject to the following hard caps:

19.1(a) Employees that work 8 hours per day:

The District will calculate its annual hard cap limitation for employee medical benefit plans using the hard cap for single-person coverage established in Public Act 152 of 2011. The single-person hard cap rate for calendar year 2024 is \$7,702.85. This annual value will be adjusted annually on January 1st, as provided in Public Act 152 of 2011. Medical health insurance costs (premiums, taxes and fees, HSA contributions) that exceed the employer's annual cost limitation will be the responsibility of the employee. Each employee electing medical health insurance coverage will have their HSA account funded at the rate of the single-person deductible rate, currently \$2,000 annually; to be paid on the first business day of each year.

19.1(b) Employees that work 5 or more hours per day and less than 8 hours per day:

The employee will pay the full cost of the health insurance elected.

19.1(c) The 5 employees hired prior to January 1, 2005 and enrolled in the medical health insurance (Plan A) on January 1, 2019 (Standfest, Chartrand, Brown, , Taylor, and Goyings):

So long as the employees listed in this subsection are scheduled to work 5 or more hours per day, the District will calculate its annual hard cap limitation for employee medical benefit plans using the hard caps as established in Public Act 152 of 2011. For calendar year 2024 the single person hard cap will be \$7,702.85, the 2-person hard cap will be \$16,109.06 and the full-family hard cap will be \$21,007.83, as established in Public Act 152 of 2011, and will be adjusted annually on January 1st, as provided in Public Act 152 of 2011.

It is understood that no employee listed in this subsection will be eligible to increase their current Employer hard cap. If an employee listed in this subsection reduces their level of coverage at any time, the Employer paid hard cap will be reduced to the corresponding coverage level and the Employer paid hard cap will not be eligible to be increased at a later date. For example, an employee going from full family coverage to 2-person coverage will be eligible for the 2-person hard cap rate, but is not eligible to increase the hard cap rate in the future even if the employee enrolls in full family coverage at a later date.

Each employee electing single medical health insurance coverage will have their HSA account funded at the rate of the single deductible rate, currently \$2,000; to be paid on the first business day of each year.

Each employee electing two-person or full family medical health insurance coverage will have their HSA account funded at the rate of the two-person or full

family deductible rate, currently \$4,000; to be paid on the first business day of each year.

- 19.2 Upon written application by the employee, the Employer will offer ancillary insurance benefits (Plan B), as described in 19.9 for the employee and his/her eligible dependents for a full twelve (12) months as described in 19.10 below.

<u>Regular Hours per Day</u>	<u>Coverage</u>
5 - 8 hour employees	Up to full family for vision and dental; rates to be paid by the Employer, as noted below
Less than 5 hour employees	No ancillary insurance is offered

Employer paid ancillary insurance benefits (Plan B) will be subject to the following limits:

19.2(a) Employees that work 8 hours per day:

The District will offer single coverage ancillary insurance benefits (Plan B) at no cost to the employee. The employee may elect 2-person or full family dental and vision coverage, but the employee will be responsible for the excess cost above the single subscriber rate.

19.2(b) Employees that work less than 8 hours per day:

The employee is not eligible to enroll in ancillary insurance benefits.

19.2(c) The 5 employees hired prior to January 1, 2005 and enrolled in the ancillary insurance benefits (Plan B) on January 1, 2019 (Standfest, Chartrand, Brown, , Taylor, and Goyings)

:

So long as the employees listed in this subsection are scheduled to work 5 or more hours per day, the District will offer up to full family coverage ancillary insurance benefits (Plan B) at no cost to the employee.

It is understood that no employee listed in this subsection will be eligible to increase their level of coverage that is paid by the Employer. If an employee listed in this subsection reduces their level of coverage at any time, the Employer paid portion will be reduced to the corresponding coverage level and the Employer paid portion will not be eligible to be increased at a later date.

For example, an employee going from full family coverage to 2-person coverage will be eligible for the 2-person rate to be paid by the Employer, but cannot be increased to the family rate at a future date.

- 19.3 Each employee electing medical health insurance (Plan A) may elect to deduct their share of the cost of medical health insurance through regular payroll deduction, and at each employee's option via the District's 125 plan. The amount deducted shall be 1/24th of the annual employee cost and shall be deducted each pay period.
- 19.4 Any employee enrolled in the health care protection contained in Section 19.1 or 19.2 shall annually declare in writing those members in the family covered by health insurance. The employee shall, within one (1) month, file written changes in the family status with the Employer. Failure to do so will subject the employee to a charge back against payroll where the Employer is required to overpay premiums.
- 19.5 Those employees eligible for insurance in Section 19.1(a) or 19.1 (c) who are already covered by health insurance through their spouse's health insurance may elect to take cash in lieu of health insurance that can be received as taxable cash or used toward non-taxable options, including tax-deferred annuities, in the amount of One Hundred Dollars (\$100.00) per month. Tax-deferred annuities may be available from existing Employer approved vendors: Lincoln National Life Insurance Company, Jackson National Life Insurance Company, Farm Bureau Life Insurance Company, AIG Valic, GLP & Associates, Mass Mutual, American General and MEA Financial Services. No additional vendors will be added without the consent of the Board and without five (5) Employee participants and meeting IRS regulations.
- 19.6 It is understood that Holton Public Schools shall be responsible for their share of insurance premiums only during those months that the employee's combined, unduplicated hours worked, hours on paid leave, and hours on FMLA leave exceed 50% of the employee's assigned hours. (Insurance coverage continues in the months the employee is not scheduled to work and is not on layoff.)
- If an employee does not meet the above requirement, such employee shall be responsible to see that his/her premiums are paid.
- 19.7 During an unpaid leave of absence, the employee may pay the premiums for his/her insurance through the payroll office or he/she must drop the insurance unless the employee is on FMLA leave.
- 19.8 In the event that enacted law, such as a National Health Program, affects the benefits in this Agreement, or there is a change in the tax status of benefits that would adversely affect employees, the parties agree to meet to negotiate over the impact of such program on the benefit package contained in this Agreement.

19.9

Plan A

Medical Health

\$2,000 / \$4,000 deductible

\$10 / \$40 Rx co-pay

Wellness rider

Chiropractic rider

Hearing aid rider

Twenty (20) additional visits for
three (3) rehabilitative services

Dependent child continuation rider

Plan B

Ancillary Insurance Benefits

LTD

66 2/3%; \$5,000

90 CDMF

2 years own occupation

Life - \$25,000 AD & D

VSP - 2

Dental

80/80/80 UCR

- 19.10 Coverage begins on the first day of the month on or following the date of hire. The twelve (12) month time frame for medical health and ancillary insurance coverage is as follows:

Mechanic: Coverage runs July 1 – June 30.

All other employees: Coverage runs September 1 – August 31.

ARTICLE 20

Maintenance of Standards

- 20.1 Employees will not receive step nor rate increases, at the expiration of this agreement. Wages and step increments will be frozen until a successor agreement is ratified.

ARTICLE 21

Separability

- 21.1 In the event that any of the provisions of the Agreement shall be determined to be contrary to law, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

APPENDIX A

2024-2025										2025-2026										2026-2027									
Step	Para	Secretary	Library para	Mechanic	Step	Para	Secretary	Library para	Mechanic	Step	Para	Secretary	Library para	Mechanic	Step	Para	Secretary	Library para	Mechanic	Step	Para	Secretary	Library para	Mechanic	Step	Para	Secretary	Library para	Mechanic
0	11.98	14.11	12.90	19.34	0		12.58	14.82	20.31	0		13.21	15.56	21.32	0		13.21	15.56	21.32	0		13.21	15.56	21.32	0		13.21	15.56	21.32
1	14.52	16.64	15.37	21.87	1		15.25	17.47	22.97	1		16.01	18.35	24.11	1		16.01	18.35	24.11	1		16.01	18.35	24.11	1		16.01	18.35	24.11
2	14.68	16.81	15.48	22.04	2		15.41	17.65	23.14	2		16.18	18.53	24.30	2		16.18	18.53	24.30	2		16.18	18.53	24.30	2		16.18	18.53	24.30
3	14.86	16.98	15.60	22.20	3		15.60	17.83	23.31	3		16.38	18.72	24.47	3		16.38	18.72	24.47	3		16.38	18.72	24.47	3		16.38	18.72	24.47
4	15.02	17.15	15.71	22.38	4		15.77	18.00	23.49	4		16.55	18.90	24.64	4		16.55	18.90	24.64	4		16.55	18.90	24.64	4		16.55	18.90	24.64
5	15.19	17.30	15.81	22.53	5		15.95	18.17	23.66	5		16.75	19.08	24.84	5		16.75	19.08	24.84	5		16.75	19.08	24.84	5		16.75	19.08	24.84
6	15.35	17.48	15.99	22.70	6		16.12	18.36	23.84	6		16.92	19.27	25.03	6		16.92	19.27	25.03	6		16.92	19.27	25.03	6		16.92	19.27	25.03
7	15.51	17.64	16.15	22.87	7		16.28	18.52	24.01	7		17.10	19.43	25.21	7		17.10	19.43	25.21	7		17.10	19.43	25.21	7		17.10	19.43	25.21
8	15.69	17.82	16.33	23.04	8		16.47	18.71	24.19	8		17.29	19.64	25.40	8		17.29	19.64	25.40	8		17.29	19.64	25.40	8		17.29	19.64	25.40
9	15.84	17.98	16.49	23.21	9		16.64	18.87	24.37	9		17.47	19.82	25.58	9		17.47	19.82	25.58	9		17.47	19.82	25.58	9		17.47	19.82	25.58
10	16.02	18.15	16.65	23.37	10		16.82	19.06	24.54	10		17.67	20.02	25.77	10		17.67	20.02	25.77	10		17.67	20.02	25.77	10		17.67	20.02	25.77
11	16.18	18.31	16.82	23.54	11		16.99	19.23	24.72	11		17.84	20.19	25.95	11		17.84	20.19	25.95	11		17.84	20.19	25.95	11		17.84	20.19	25.95
12	16.36	18.48	16.99	23.70	12		17.18	19.40	24.88	12		18.04	20.37	26.13	12		18.04	20.37	26.13	12		18.04	20.37	26.13	12		18.04	20.37	26.13
13	16.52	18.65	17.16	23.88	13		17.34	19.58	25.07	13		18.21	20.56	26.32	13		18.21	20.56	26.32	13		18.21	20.56	26.32	13		18.21	20.56	26.32
14	16.70	18.82	17.31	24.03	14		17.53	19.76	25.24	14		18.41	20.74	26.50	14		18.41	20.74	26.50	14		18.41	20.74	26.50	14		18.41	20.74	26.50
15	16.85	18.98	17.49	24.21	15		17.70	19.93	25.42	15		18.58	20.93	26.69	15		18.58	20.93	26.69	15		18.58	20.93	26.69	15		18.58	20.93	26.69
16	17.02	19.15	17.65	24.37	16		17.87	20.11	25.59	16		18.77	21.12	26.87	16		18.77	21.12	26.87	16		18.77	21.12	26.87	16		18.77	21.12	26.87
17	17.19	19.32	17.83	24.55	17		18.05	20.29	25.78	17		18.95	21.30	27.07	17		18.95	21.30	27.07	17		18.95	21.30	27.07	17		18.95	21.30	27.07
18	17.36	19.48	17.99	24.71	18		18.22	20.45	25.94	18		19.14	21.47	27.24	18		19.14	21.47	27.24	18		19.14	21.47	27.24	18		19.14	21.47	27.24
19	17.52	19.66	18.17	24.87	19		18.40	20.64	26.12	19		19.32	21.67	27.42	19		19.32	21.67	27.42	19		19.32	21.67	27.42	19		19.32	21.67	27.42
20	17.75	19.88	18.32	25.10	20		18.63	20.87	26.35	20		19.56	21.91	27.67	20		19.56	21.91	27.67	20		19.56	21.91	27.67	20		19.56	21.91	27.67
21	17.97	20.04	18.49	25.27	21		18.86	21.05	26.54	21		19.81	22.10	27.86	21		19.81	22.10	27.86	21		19.81	22.10	27.86	21		19.81	22.10	27.86
22	18.20	20.21	18.66	25.43	22		19.11	21.22	26.70	22		20.06	22.28	28.04	22		20.06	22.28	28.04	22		20.06	22.28	28.04	22		20.06	22.28	28.04
23	18.42	20.38	18.83	25.60	23		19.34	21.40	26.88	23		20.30	22.47	28.22	23		20.30	22.47	28.22	23		20.30	22.47	28.22	23		20.30	22.47	28.22
24	18.64	20.54	18.99	25.77	24		19.57	21.56	27.06	24		20.55	22.64	28.41	24		20.55	22.64	28.41	24		20.55	22.64	28.41	24		20.55	22.64	28.41
25	18.86	20.77	19.16	26.00	25		19.80	21.81	27.30	25		20.79	22.90	28.66	25		20.79	22.90	28.66	25		20.79	22.90	28.66	25		20.79	22.90	28.66

A.1 For each year of the contract, each employee is eligible for an attendance bonus. Days absent will be calculated by summing hours absent for the entire year divided by the daily assigned hours and rounded up to the whole day.

Number of Absences	Bonus
0 Days	\$300
1 to 3 days	\$175
4 to 7 days	\$125
8 or more days	\$0

To be eligible for the attendance bonus, employee must have worked the full school calendar year. Any use of unpaid days will result in the loss of eligibility for any attendance bonus. Unused personal days will be paid out at the employee's rate at the last pay period.

A.2 New hires: The first 60 work days will be paid at step 0. New hires will move to step 1 following a successful probationary period of 60 days.

On July 1 of every year, employees that have successfully completed their probationary period will be placed at the step that corresponds with their years of service, rounded up to the next whole number, as of July 1 of that school year. For example:

For the 2024/2025 school year, an employee with a hire date of January 26, 2004 will be placed at step 21 on the wage scale as of July 1, 2024.

For the 2024/2025 school year, an employee with a hire date of May 9, 2024 will remain at step 0 on the wage scale as of July 1, 2024 until they have completed their probationary period, at which time they will move to step 1 for the remainder of the 2024/2025 school year.

- 21.2 It is further agreed that in the event such provisions are determined to be contrary to law, this Agreement shall be reopened for the express purpose of renegotiating the invalidated or unenforceable provisions.
- 21.3 An Emergency Manager appointed under the provisions of the Local Government and School District Fiscal Accountability Act, 2011 PA 4, is authorized to reject, modify, or terminate this Agreement.

ARTICLE 22

Employee Discipline

- 22.1 Employees with seniority shall be discharged or disciplined only for just cause. The Employer agrees to practice the concept of progressive discipline and shall notify the employee of alleged delinquencies. The Employer shall not be obligated to adhere to the progressive discipline concept when the proven misconduct is of a gross nature. The parties agree that progressive discipline minimally includes verbal warning, written reprimand, and suspension without pay, with discharge as a final report. Any disciplinary action taken against an employee shall be consistent to the behavior that precipitates said action.
- 22.2 Complaint about an Employee: Any complaint directed toward an employee which is to become a part of that employee's permanent personnel record and any other legitimate complaint shall be promptly called to that employee's attention. An employee shall be entitled to have an Association representative present during meeting from which the employee or administrator reasonably expects disciplinary action may result. The District will provide reasonable opportunity for the employee to secure such representation. When an investigation is completed the employee shall be informed of the results of the investigation.
- 22.3 Access to Personnel File: Employees shall have access to his/her personnel files during normal business hours at the District's main office in Human Resources. This file shall be the official file maintained with respect to each employee.

The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letters of resignation.

The employer is subject to and will abide by the provisions of the Freedom of Information Act and Bullard-Plawecki Employee Right to Know Act, Act 937, 1978, as amended.

ARTICLE 23

No Strike Clause

- 23.1 The Association, its officers, and its members, individually and collectively, agree that neither it nor they will cause, permit or take part in any sit-down, stay-in or slow-down, or any curtailment of work, or restriction of service, or interference with education of children. The Association, its officers, and its members will not cause or permit its members to cause, nor will any members of the Association take part in any strike or stoppage of any of the Employer's operations.

ARTICLE 24
Duration of Agreement

- 24.1 This Agreement shall be effective as of July 1, 2024, and shall remain in effect until the 30th day of June, 2027.

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

ASSOCIATION

By Denise Maym
President

By Amy J. Jamb
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