

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HERITAGE SOUTHWEST
INTERMEDIATE SCHOOL DISTRICT

AND

THE HERITAGE SOUTHWEST
INTERMEDIATE SCHOOL DISTRICT
SUPPORT STAFF ASSOCIATION
MEA/NEA

2026 - 2029

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (the "Agreement") is by and between the Heritage Southwest Intermediate School District (the "ISD") Board of Education (the "Board") and the Heritage Southwest Intermediate School District Support Staff Association, MEA/NEA (the "Association").

ARTICLE 1 – PURPOSE AND RECOGNITION

1. Purpose

- a. The general purpose of this Agreement is to set forth the wages, hours, and other conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations for the benefit of the students, the public, the Board, the Association, and the bargaining representatives which shall prevail for the duration of this Agreement.

2. Obligation to Bargain

- a. The parties recognize their obligation to bargain pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended.

3. Recognition

- a. The Board recognizes the Association as the sole and exclusive collective bargaining representative for all full-time and regularly employed part-time non certified education support personnel employed by the Board, but excluding all supervisory, confidential staff, secretarial, bus drivers/attendants, together with all temporary per diem substitutes and "long-term substitutes" (not to exceed ninety (90) consecutive days in a bargaining unit position within a single school year unless there are extenuating circumstances and there is mutual agreement between the parties), all third-party contractors, and all professional staff presently in the professional staff bargaining unit. The Board further agrees that for the duration of this Agreement, it will not recognize nor bargain with any entity other than the Association with respect to the compensation and working conditions of the employees.

4. Assignment of Bargaining Unit Work

- a. The Board or its designee expressly reserves the right to subcontract with private organizations to provide services or personnel to perform work formerly performed by bargaining unit personnel and that any persons performing such work who are employees of such private organization and not of the Board, shall not be members of the bargaining unit or subject to any provisions of this Agreement.
- b. Supervisory employees, or non-bargaining unit employees, may perform duties normally performed by bargaining unit members whenever, in the reasonable determination of the Board or its designated representative, the performance of such duties on a temporary basis is necessary to ensure continuity of essential administrative or educational functions of the ISD.

ARTICLE 2 – CONTRACT INTERPRETATION AND APPLICATION

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision of this Agreement shall be prohibited by or deemed invalid by a court of competent jurisdiction under such applicable laws and regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

1. Definitions

- a. Except as otherwise provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:
 - i. Day means a day when the school is open and employees are scheduled to report for duty, except that during summer recess or vacation periods, day means a regular business day excluding holidays and weekends.
 - ii. Emergency means a sudden and unforeseen combination of circumstances or the resulting state therefrom that calls for immediate action.
 - iii. Party means the Board or the Association.
 - iv. Employee means a member of the bargaining unit.
 - v. Paraprofessional means a member of the Association defined in Part 5, of the Revised Administrative Rules for Special Education, Rule 340.1793.
 - vi. Probationary Period is the first ninety (90) working days of employment.

2. Employment Status Defined

- a. The Board and the Association recognize two categories of employees. Bargaining unit work shall be performed only by employees in one of the two following categories:
 - i. Full-time: An employee who is employed at least thirty (30) hours per week.
 - ii. Part-time: An employee who is employed less than thirty (30) hours per week
- b. The following definitions shall apply:
 - i. "School year" employees whose work year follows the school calendar, as established by the Board each year.

- ii. "Twelve month" employees are those employed to work on a twelve (12) month basis, regardless of the school calendar.
- c. Employee Classifications
 - i. The following classifications of employees shall be recognized;
 - 1. Custodians
 - 2. Paraprofessionals

3. General Interpretations

- a. This Agreement shall be interpreted in accordance with the following understandings:
 - i. Captions. Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
 - ii. Subordination. Any individual contract or letter of agreement between the Board and the employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions herein.

4. Application

- a. The rights of either party or of an employee to any benefit shall be determined solely by the terms of this Agreement and in any subsequent Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement by mutual consent during the life of this Agreement, and in any subsequent Agreement. Further, this Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE 3 – BOARD OF EDUCATION RIGHTS

1. The Board, on its own behalf and on behalf of the electors of the ISD, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing, the right to:
 - a. Manage and control the school's business, property, facilities and equipment.
 - b. Direct the working forces, including the right to hire, promote, suspend, discharge, or otherwise discipline employees, assign and reassign employees, determine the size of the workforce, lay off employees, determine the scheduling of all personnel, and the right to establish, modify or change any work or business or school hours or days.
 - c. Determine the services, supplies, and equipment necessary to continue its operations and programs and to determine the methods of distribution, dissemination, and/or selling its service, the means, methods, schedules and standards of operating, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein and to institute new and/or improved methods or changes therein.
 - d. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, programs, services, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - e. Adopt reasonable rules and regulations.
 - f. Determine the qualifications and conditions for continued employment, dismissal, demotion, discipline, promotion, transfer, or other personnel actions with regard to all employees of the Board.
 - g. Establish policies governing the selection or training of employees, provided that such selection shall be based upon lawful criteria.
 - h. Establish course of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc. by employees including special programs.
 - i. Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

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

ARTICLE 4 – ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

1. In order to facilitate the administration of this Agreement, the Association may be permitted, in addition to other rights expressly set forth herein or provided by statute, the following privileges.
 - a. School Property. The use of school building facilities for meetings, provided such meetings are held at hours other than school day hours and advance permission for such use has been given by the Administration.
 - i. Duly authorized representatives of the Association and their respective affiliates may be permitted to transact official Association business on school property, provided that such action does not interfere with or interrupt school operations, and provided that the Association abides by the HSISD building use policy.
 - b. School Equipment. Use of school equipment is allowable provided there is mutual agreement, and such use shall not violate the Board's Acceptable Use Policy.
 - i. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.
 - ii. District employees shall not be used for Association purposes during their regular hours of employment. Any work performed by office employees for the Association shall not be reimbursed by the Board.
 - c. Limits of Privileges. All of the foregoing in Article 4, Sections 1.a and 1.b shall be related exclusively to business involving the members of the Association in connection with the Association as their bargaining agent.
 - d. Communication Facilities. The Association shall have the privilege to communicate with its membership through the use of internal communication systems for purposes that are legal and not disruptive to District operations. This shall not apply to communications which are contrary to law such as the urging of strikes, work stoppages, etc. The Association's use of ISD communication platforms shall not violate the Campaign Finance Act. The ISD shall not be responsible for sorting or distributing materials at worksites or for payment of any postage. The Association shall save and hold the employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

- e. **Employee Representation.** The parties expressly recognize the right of each employee to freely join or to refrain from joining the Association and no employee shall be discriminated against by reason of the employee joining or refusing to join the Association. The Association or its representatives or agents shall not use force, intimidation, or unlawful threats to compel or attempt to compel a public employee to become, associate with, or remain a member of a labor organization, including compelling or attempting to compel a public employee to support the Association through union dues, service fees or initiation fees.

2. Association Representatives

- a. Employees shall be represented by Association Representatives. The Association shall furnish, in writing, to the Board the names of Association Representatives upon their election or appointment. All Association meetings shall be conducted during employees' non duty hours. An employee may be permitted to engage in Association business with a union officer during the employee's non-student contact hours.

3. Association Responsibilities

- a. The Association, having been recognized as the exclusive bargaining agent for the employees, agrees that it will cooperate with the Board in applying the work standards, schedules, rules and regulations as set forth in this Agreement.

ARTICLE 5 – EMPLOYEE SCHEDULE

1. Work Year, Work Week, Workday

- a. The normal work year for school year employees shall be as determined by the Board in its sole discretion from year to year for each classification and employee. The normal work year for twelve-month custodians shall be two hundred sixty (260) days.
 - i. The normal work week for all employees shall be Monday through Friday.
 - ii. The normal workday for all employees shall be as determined by the Board or the Superintendent, in their sole discretion from time to time. The Board expressly reserves the right to assign all work schedules and to modify the same as may be necessary to accommodate changing workloads or conditions experienced by the ISD, and to do so at any time that the Board may deem such action appropriate.
 - iii. Classroom paraprofessionals will be allowed to attend and receive compensation for any school year, evening in-service programs provided by the Board.

2. Employee Breaks

- a. Staff members are eligible for a fifteen-minute break for each three hours uninterrupted assignment and a thirty-minute lunch break for those who work at least six hours per day with the timing to be mutually agreed upon by the immediate supervisor and employee.

3. Employee Attendance

- a. Employees will be responsible for reporting for duty on all scheduled workdays and shall not be entitled to compensation for days absent unless explicitly so authorized under this Agreement. Regular and reliable attendance is an essential job duty.
 - i. Employees shall be at the employee's building at the regularly established time on days when students are not in attendance except as provided below.

- ii. All twelve month employees shall report to work on days when school is closed because of adverse weather unless specifically excused, provided, however, that any employee shall be allowed up to two (2) hours to report on such days without loss of pay if reasonably required. A twelve month employee who is specifically excused shall receive his regular compensation for time lost.
- iii. School Year Employees - adverse weather. If school is called off, employees are not required to report for work. School year employees will be paid for the first six Act of God days and will make up those days without additional pay if Act of God days must be made up in order to achieve full state aid. Any days beyond six will be made up and paid in the pay period in which they occur. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather, an act of God, or closure by order of a public official.
- iv. A telephone notification system will be instituted for the proper notification of all staff under inclement weather conditions.
- v. If the Board determines it is necessary to schedule additional duty days to "make up" for duty days canceled under Article 5, Section 3.iii, such additional duty days shall be established in accordance with the following procedures:
 - 1. Additional duty days shall be scheduled by the Board as nearly immediately following the end of the school year as practicable; provided however, that the Board shall also take into consideration such factors as coordination of schedules of constituent K-12 school districts, availability of transportation and facilities, and convenience of students and parents. As such, staff must be aware that emergency situations may require an extension of the school year and staff must be available to work.
 - 2. The Board shall establish the dates of all necessary "make up" days, and publicly announce the same, not less than thirty (30) days before the scheduled end of the school year. Unless the ensuing closures occur within the thirty (30) days, then the ISD will announce the make-up days in a reasonable time (within two weeks of the last closure).

- vi. Employees working in ISD local constituent school district special education rooms will work the days/hours established by the local constituent school district calendar.

ARTICLE 6 – EMPLOYEES RIGHTS AND RESPONSIBILITIES

1. Representation

- a. No employee discipline will occur for reason(s) that is not arbitrary or capricious. Each employee shall have the right to have an Association representative present at any scheduled meeting with an administrator at which there exists a reasonable likelihood (to the administrator's prior knowledge) that the conference will result in imposition (or recommendation) of discipline against said employee. Discipline shall not occur until the employee who has requested a representative has such representation present. Where no other Association member is present to act as a representative, disciplinary action will be limited to the removal of the employee from the situation until such representation can be obtained. If disciplinary action shall become likely at a given meeting, the employee shall be advised of such possibility.

2. Personnel Files

- a. The Board shall require that an official personnel file be established and maintained for each employee in accordance with the following guidelines:
 - i. An employee shall have the right to review the contents of his/her personnel file during regular business hours upon two business days prior request. A representative of the Association may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Board. At the employee's request, he/she shall be given a copy of any data he/she needs which is found in his/her file. Any references received by the Board with the understanding that such references would remain confidential shall not be subject to review.
 - ii. After the date of employment, the employee shall be given written notice of the Board's intent to insert any materials in his/her personnel file together with a copy of such materials.
 - iii. An employee may request in writing that material which the employee claims to be erroneous be removed from his file. Such a written request shall set forth the factual basis for such claim. If the Board shall fail within ten (10) working days from receipt of such a request to reply and/or deny the request, the employee shall have the right to insert in his/her file a

written statement within 10 days, or other relevant material concerning the material to which an objection has been made, and it shall be attached to the material in question. The rebuttal shall be attached to the original document in the file.

3. Employee Protection

- a. Any case of physical assault upon an employee by students or others while the employee is on official legitimate ISD business shall be reported in writing as soon as possible to the Superintendent or their designated representative. The Board will render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The employee shall cooperate fully with any administrative investigation of such incidents.

4. Employee Responsibilities

- a. Safety of Students. Each employee shall make every reasonable effort to protect students from conditions harmful to learning, health or safety. An employee shall promptly notify the Administration in writing of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property. Employees shall be responsible for having read and comply with all Board or administrative safety policies which have been provided to employees in either written or electronic format.
- b. Appropriate Dress. As members of a respected profession and cognizant of their responsibility to represent the ISD to the public and students in a professional manner, all employees will dress in a manner appropriate to the employee's position.

ARTICLE 7 – WORKING CONDITIONS

1. In cases of illness or absence for any reason, employees must inform the appropriate Administrator no later than the time established in Article 16 of this Agreement (or such other time as the Superintendent may establish). Failure to give timely notice of absence without an appropriate reason may be grounds for disciplinary sanctions in the sole discretion of the Administration.
2. The Administration shall continue to support and assist employees who have responsibility for supervising (or assisting with the supervision of) students, with respect to the maintenance, control, and discipline of the students. Such employees shall be individually responsible for the use of sound, mature, and professional judgment in dealing with student problems and will comply with all applicable statutes and/or regulations, and shall defer to the direction and judgment of all certificated teachers and professional staff in exercising the employee's responsibilities.
3. Employees who have responsibility for supervising (or assisting with the supervision of) students may be directed by the Superintendent or administrator, to administer medication to specifically designated students. Employees performing such duties shall comply rigorously with all procedural or other requirements or conditions set forth by the Administration and shall maintain a comprehensive written record of all such administrations of medication. Employees shall be provided with a minimum of one (1) in-service per school year regarding the proper administration of medication. Said in-service shall include special instructions, when appropriate, for such things as injections, catheterization, tube feeding and other health related issues. Such in-service shall take place within thirty (30) workdays of hire. Employees shall administer medication only in the presence of another adult pursuant to written permission of the pupil's parents or guardian and in compliance with the instructions of a physician. In the event another adult is not present, it is the employee's responsibility to get another adult prior to administration of medication unless an emergency prohibits the presence of another adult.
4. Employees will be provided adequate workspace and a computer to be used only in accordance with Board policy.

ARTICLE 8 – VACANCIES, TRANSFERS, SUMMER SCHOOL

1. Vacancies

- a. A vacancy shall be defined as an opening due to a newly created position or to retirement, termination, or resignation which the Board intends to fill. Vacancies exist if there are more positions than employees in a classification and after all transfers have been made.

2. Posting of Vacancies

- a. When the Board determines that a “vacancy” will be filled, the Superintendent shall notify the Association of the vacancy. All vacancies of positions in the bargaining unit shall be posted internally for a period of five (5) workdays sent to the Association in all non-ISD buildings that house ISD programs. During summer break, the Administration will notify all employees by text/email and district website. A posting shall include the following information:
 - i. Classification
 - ii. Rate of pay
 - iii. Location
 - iv. Hours to be worked
 - v. Minimum requirements/essential job skills
 - vi. Deadline for applications

3. Filling of Vacancies

- a. Interested Employees may apply for the position by emailing the employee's direct supervisor.
- b. The Board has the right to select the applicant who is the best qualified for a vacant position. The Administrator's decision shall be final. Qualification shall be based upon:
 - i. Certification
 - ii. Experience
 - iii. Training
 - iv. Evaluations
 - v. Other information documented in the employee's permanent file

- c. The Board expressly reserves to itself, and/or the appropriate administrator, the sole authority and discretion, using state guidelines when possible, to determine (1) what "qualifications" shall be required for either appointment to or continued employment in any particular job position or classification, (2) which applicants, if any, for any vacancy are "qualified" for the position in question, and (3) if more than one applicant is "qualified", which applicant is best "qualified".
- d. The Board has the right not to fill a vacant position in the event it shall determine there is no satisfactory qualified applicant for the position. The Board will repost the position internally and externally for five (5) days and fill the position at the Board's discretion.
- e. Paraprofessional Experience
 - i. Credit may be awarded for each year of full-time public school paraprofessional service earned to new hires, if verified by previous employer(s).

4. Transfers

- a. A "transfer" shall be defined as a movement from one position to another position. A change in location of assignment or hours of work shall not be deemed a transfer. All notifications of transfers shall be in writing to the employee with a copy to the Association. If a transfer is for the beginning of a school year, the employee shall be notified prior to the end of the previous school year whenever possible. Training and preparation related to involuntary transfers will be provided at the discretion of the Board/designee.
 - i. In the event of a voluntary transfer from one position to another, the bargaining unit member shall be given a minimum of ten (10) and maximum of thirty (30) workday trial period to demonstrate proficiency. If the bargaining unit member is unable to demonstrate proficiency during the trial period, based on at least one informal observation, the employee shall be transferred back to the employee's previous position provided the previous position was not eliminated. At the option of the affected bargaining unit member, the employee shall be transferred back to the employee's previous position at any time during the trial period provided the previous position was not eliminated.

- ii. For employees who are involuntarily transferred or who have the employee's hours changed, the employer will provide the Association with written notice within ten (10) working days of effective date of action. The employee and the Association shall, within ten (10) working days from the date of transfer, have the right to request a meeting to discuss or schedule training or assistance. This meeting shall take place within ten (10) working days of receipt of request.
- iii. The Board expressly reserves to itself, and/or the Superintendent, the sole discretionary authority to decide whether to grant or deny requests for transfers.
- iv. Employees shall not be placed on a lower wage due to involuntary transfers within classification, nor shall an employee suffer any loss of accrued seniority, vacation, holiday or leave benefits unless such transfer is due to job performance.
- v. Employees shall not experience a reduction or increase of the employee's pay rate as the result of any temporary reassignment.

5. Transfer Request

- a. An employee may submit a request to transfer to the Superintendent or designee. Requests for transfer for the next school year must be made no later than the close of the business day of the last day of the regular school year preceding the request.

6. Summer School Assignments

- a. All personnel assigned to summer sessions, such as but not limited to the cognitively impaired program(s) at Brookside and North Pointe Center or other approved programs, shall be offered employment on a contract separate from the regular school year contract as per the negotiated calendar. Regular school year employees normally assigned to duties which will be extended into summer sessions shall have the first option of signing up for said summer session. If there is more than one eligible applicant, the selection will be made based on knowledge, experience, (i.e., seniority within CI programs), and merit and will be mutually agreed upon by the MEA representatives and Administration.

ARTICLE 9 -- EVALUATION OF EMPLOYEES

1. All employees shall be continuously subject to evaluation of the employee's performance of all job responsibilities. The Superintendent shall have complete discretionary authority to assign responsibility for evaluation of specific employees to such administrators and/or other persons as the Superintendent may designate.
2. Probationary Employees. During the probationary period the supervisor will conduct at least one (1) "formal" observation and review job responsibilities with the employee. Annual evaluations may be based on a variety of input sources, based on the determination of the evaluator as to what information is pertinent, reliable and representative of the employee's normal job performance. Other input sources may include (but are not limited to) "informal observations," statements from employees or other persons who have worked with or observed the employee in the performance of job duties and review of documents or other physical evidence relevant to analysis of the quality and or quantity of work performed by the employee. Teachers acting as immediate supervisors of paraprofessionals may provide input into paraprofessional evaluations but shall not have final responsibility for writing the "Evaluation."
3. Upon receipt of the "Evaluation" the employee shall sign the file copy of the report. Such signature shall mean only that the employee acknowledges receipt of the employee copy of the report and shall not be construed to represent agreement with the evaluative conclusions in the report.
4. Upon written request, employees may be granted a conference with the employee's supervisor to review the contents of the "Evaluation." Such a conference shall be scheduled at the earliest time convenient to the supervisor. If an employee disagrees with an evaluation, the employee may submit a written response directly addressing the areas of (and reasons for) disagreement, which shall be attached to the copy of the evaluation contained in the employee's personnel file within fifteen (15) workdays.

ARTICLE 10 – SENIORITY

1. Seniority shall be defined as the length of unbroken service within the Association since the last date of hire or transfer into the Association. Seniority is lost when employment is severed by resignation, retirement, transfer out of the Association, is laid off for more than 12 months, or discharged for cause. Seniority is subject to the exclusions in Article 10, Section 3.
2. The Administration shall annually prepare the seniority list by October 1. Any grievance or other claim of error in the seniority list as issued by the Administration must be filed within ten (10) workdays of the date of issuance. Claims of error not timely made in writing will be conclusively deemed barred, and the issued seniority list will be final.
3. Probationary Employees. Each new employee shall be considered to be on probation and shall have no seniority until such employee has worked ninety (90) working days for the Employer. Upon mutual agreement between the Employer and the Union, the period of probation for any such new employee may be extended for an additional thirty (30) working days. During the probationary period, an employee may be laid off or discharged by the Employer without regard for the provisions of this Agreement without recourse to the grievance procedure. The Employer shall have no obligation to rehire or recall an employee who is laid off or discharged during his probationary period, nor to retain any employee for the full length of probation. Upon successful completion of the probationary period, an employee shall attain seniority effective as of the most recent hiring date.

ARTICLE 11 – REDUCTION, LAYOFF, AND RECALL

1. The Board expressly reserves to itself, and/or to the Superintendent, the authority to effectuate a reduction in personnel if in its sole discretion determine such a reduction to be necessary, and for whatever reasons the Board shall in its sole discretion determine to have made such action necessary or advisable.
 - a. When laying off employees, the Board will lay off based on the employee with the lowest rating on the employees most recent evaluation within a classification provided the employee is qualified to perform the duties of the position.
2. An employee to be laid off shall have been notified at least thirty (30) working days prior to the effective date of layoff, unless the Board shall determine that circumstances make it necessary to give shorter notice.
3. The Association shall have the right to review the layoff list prior to the effective date of the layoff if time permits.
4. In implementing a recall from layoff, the Board expressly reserves to itself and/or to the Superintendent the sole discretionary authority to determine how many employees (if any) will be recalled, to reinstate the most qualified employee within the employees former classification, and to impose any necessary reassignments.
 - a. Notices of recall shall be sent by certified mail to the last known address and email address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to the employee's current mailing and email address. The recalled employee must report to work within five (5) calendar days from receipt of notice to report to work unless there is mutual agreement by the parties to extend the five (5) calendar day period. The employer may fill the position on a temporary basis until the recalled employee can report for work. Employees recalled to work for which the employees are qualified are obligated to take said work. An employee who declines recall to perform work for which the employee is qualified shall forfeit the employee's seniority rights and employment immediately.

ARTICLE 12 — COMPENSATION

1. Appendix A

- a. All hourly wages for employees

2. Overtime Work

- a. Time and one-half will be paid for all hours worked over forty (40) hours within a seven (7) day weekly work schedule. There will be no pyramiding of overtime.
- b. Paid leave shall count toward hours worked for purposes of accumulation of seniority, but not for purposes of eligibility for overtime pay.

3. Method of payment

- a. All employees are required to submit timesheets. Employees will be paid bi-weekly on an hourly basis.

ARTICLE 13 -- INSURANCE

1. Health Care Premium Costs

- a. Full-time employees who work thirty (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article or 1,200 duty hours per year (July 1 to June 30).
- b. To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage ("the plan") for all eligible employees (those not taking cash-in-lieu) and the employees eligible dependents toward the selected insurance plan(s) in a combined monthly amount not to exceed the total monthly amounts allowed under PA 152 per eligible Employee.
- c. The Board's total contribution shall be paid toward premium costs and other costs but shall not exceed the above amounts. Any cost greater than the Board's contribution inclusive of deductibles, payments into health reimbursement accounts used or health care costs, or health insurance related taxes, fees or assessments shall be paid by the employee by payroll deduction. The Board shall confer with the Association regarding changes to the contributions.
- d. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the employee and shall be payroll deducted, or when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan.
- e. If making direct payment, the employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an employee to pay the employee's portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make a health care deduction of any amounts due from the employee's wages above the Board's hard cap and shall be held harmless from any liability arising from the deduction.

- f. Employees who have access to another employee's Board funded insurance which complies with the PPACA shall not be eligible for the employee's own Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance but have dependents of the employee's own. Those individuals may take the Board funded insurance.
- g. Unless otherwise noted within this Agreement, or as required by law or regulation, employees on unpaid leave status or who have exhausted leave allowed are financially responsible for the Board's portion of insurance contributions for those days. (COBRA)
- h. Employees may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert the employee's life insurance policy, and that the employee must make application to the life insurance carrier within thirty (30) days of any termination of the employee's employment status.
- i. The Board shall not be required to remit premiums for any insurance coverage on behalf of an employee if enrollment or coverage is denied by the insurance underwriter, carrier, policy holder or third-party administrator.
- j. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policy holder, or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The employee is responsible for assuming completion of all forms and documents required for the employee's participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation or Public Act 54 of 2011).

- k. Changes in family status shall be reported by the employee to the Board within thirty (30) days of such change. The employee shall be responsible for any overpayment of premium made by the Board on the employee's behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- l. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible employees shall receive insurance on the first day of the employee's employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the employee's sole expense if full unit participation is required by the insurance carrier. An employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week for the ISD).
- m. Employees not electing health insurance coverage shall receive \$5850 cash in lieu annually.
 - i. Twelve Month Employees will receive the employee's cash in lieu over 26 pays
 - ii. School Year Employees will receive the employee's cash in lieu over 22 pays
 - iii. Employees must sign a waiver that the employee has health insurance coverage under another plan. All cash in lieu payments are conditional upon: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the PPACA.
- n. The "medical benefit plan coverage year" shall run from January 1 to December 21 of each school year. The Board shall be the policy holder.
- o. For members hired prior to May 2011, the Board will pay the maximum allowed under PA 152 toward the monthly insurance premium for health insurance as described above up to full family coverage. Those members not electing the

major medical coverage, will receive dental, vision, long-term disability, and basic life benefits.

- p. For members hired on or after May 1, 2011, the Board will pay up to the maximum allowed under PA 152 of a monthly single subscriber premium for health insurance as described above. Employees are allowed to choose two person or full family coverage at their own expense. Those members hired on or after May 1, 2011 not electing the major medical coverage, will receive single dental, vision, long-term disability, and basic life benefits.
- q. Employees who are regularly assigned to work less than thirty (30) "duty hours" per week shall not be eligible for any health benefits.

2. Dental Benefits

- a. The dental benefit plan is subject to change as communicated by the Agency. The Board shall pay 100% of the single subscriber rate for all Employees. Employees are allowed to choose two person or full family coverage at their own expense. Employees hired before May 1st, 2011 are eligible for family dental coverage.

3. Vision Benefits

- a. The vision benefit plan is subject to change as communicated by the Agency. The Board shall pay 100% of the single subscriber rate for all Employees. Employees are allowed to choose two person or full family coverage at their own expense. Employees hired before May 1st, 2011 are eligible for family vision coverage.

4. Term Life Insurance

- a. Employees are eligible for a \$15,000 term life insurance policy paid by the Agency, subject to carrier terms.

5. Long Term Disability

- a. Employees, who work at least 30 hours per week on a regularly scheduled basis, receive a long-term disability (LTD) benefit with a premium fully paid by the Board. The LTD plan replaces 60% of the monthly income loss, subject to plan limitations and exclusions. Benefit payments will be reduced by other income received or eligible to be received in accordance with the plan documents. Employees must be disabled for 60 calendar days before benefits may be payable.

ARTICLE 14 -- VACATION

1. Twelve Month employees will earn paid vacation days for each month worked as per the following schedule. Paid vacation shall accumulate at the following rate:
 - a. 1-4 years = 2 weeks (1 vacation day earned for every 24 days worked)
 - b. 5-9 years = 3 weeks (1 vacation day earned for every 16 days worked)
 - c. 10 or more years = 4 weeks (1 vacation day earned for every 12 days worked)
 - d. No days of vacation shall be accrued in any month in which the employee does not actively work or is on paid leave for at least eighty percent (80%) of the scheduled working days in that month.
2. Vacation time shall be scheduled with the employee's supervisor, subject to the approval in writing of the Superintendent or designee. The Superintendent shall consider the importance of maintaining full functioning of all office programs in scheduling employee vacations.
 - a. Vacation days may be taken at any time throughout the year following the period in which it was earned.
 - b. Vacation days may not be canceled by the employee without approval in writing from the Superintendent or Designee.
3. In the event eligible employees do not use all allotted vacation time in a contract year, the employee may be accrued and added to the vacation time for the following year. Eligible employees shall not carry forward more than one full year of the employee's vacation time. In case of layoff or a resignation with two (2) weeks' notice, the employee will be paid for all unused vacation accrued to date. If an employee leaves the employment of the Board for any reason and has prior to the time of separation used more vacation days than the employee has accrued to the time of separation, an appropriate deduction from any pay owed to the employee shall be made to correct this overcharge of vacation. The Board shall be held harmless from any liability arising from the deduction. Should a paid holiday occur within an employee's vacation period, the employee will receive the paid holiday benefit and that day will not count as vacation. In the event of illness or injury requiring hospitalization while on vacation, the employee will be placed on sick leave and the remaining vacation rescheduled at a later date.

ARTICLE 15 -- HOLIDAYS

1. Twelve month employees shall have the following holidays off with pay
 - a. New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.
2. School year employees shall have the following holidays off with pay
 - a. Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day.
3. Whenever a holiday falls on a Saturday, the preceding Friday will be designated as the official day off in recognition of that holiday. Whenever the holiday falls on a Sunday, the following Monday will be designated as the official day off in recognition of that holiday.
4. Employees shall be paid for the above listed holidays for which the employees are eligible at the employee's regular rate of pay provided the employee has worked the employee's last scheduled day preceding and the employee's first scheduled day following the holiday.

ARTICLE 16 -- PAID LEAVE

1. Sick Leave

- a. At the beginning of each school year, School Year Employees shall be granted seventy-two (72) hours of sick leave per year (seven (7) hours earned per 126 hours worked) and Twelve Month Employees shall be granted (ninety-six (96) hours of sick leave per year (eight (8) hours earned each month) which may accumulate from year to year up to a maximum of four hundred twenty (420) hours for School Year Employees and four hundred eighty (480) for Twelve Month Employees. For School Year Employees, twenty-one (21) of the seventy-two (72) hours may be used for personal business each year. Any employee leaving the employ of the Board having used more sick leave than earned will have the employee's final pay adjusted accordingly.
- b. Probationary Employees - thirty-five (35) hours sick leave during the probationary period. After successful completion of the employee's probation period, all remaining days will be granted.
- c. Uses - Sick leave may be used for:
 - i. Sickness in the immediate family (spouse, children, parents, grandparents, brother, sister, mother-in-law, father-in-law, step-children and step-parents).
 - ii. Death in the immediate family, up to eight (8) days per occurrence (as defined above) or when the situation warrants approval of the Superintendent.
 - iii. Other extreme emergencies, if approved by the Superintendent.
- d. The Employer reserves the right to require medical certificates in absence of reasonable evidence of the employee's illness when the absence is in excess of three (3) days or where there is a pattern of absenteeism before compensation will be allowed.
- e. Length of Day - A full day of sick leave shall be equivalent in time to the employee's contracted work day.
- f. The Employee shall annually be paid for accumulated sick days in excess of Sixty (60) at Fifty (\$50) per day.

- g. In the event an employee retires from HSISD and is eligible for full retirement benefits under the Michigan Public Schools Retirement System, the employee will receive payment for all unused annual days at Fifty dollars (\$50) per day.
- h. Paid sick leave benefits provided under this Agreement are intended to comply with, and exceed the requirements of, the Michigan Earned Sick Time Act (ESTA). Any leave taken for reasons qualifying under ESTA shall be deducted from the employee's accrued sick leave bank and shall run concurrently with the protections afforded by the Act. For the purposes of this section, the first 72 hours of paid sick leave used per benefit year shall be designated as ESTA-protected leave.

2. Personal Business Days - School Year Employees Only

- a. Prior Notice - Written request for a business day or days shall be received by the employee's immediate supervisor at least twenty-four (24) hours prior to the date of leave except where an emergency prevents the twenty-four (24) hour written notice.
- b. Purpose - Personal business days shall be considered for such types of business which cannot ordinarily be conducted outside of the normal working day.
- c. Length of Day - Each personal business day shall be equivalent in time to the employee's contracted work day.
- d. Probationary Employees - Will not be allowed to utilize Personal Business Days during this time.
- e. Personal business days cannot be used the last day prior to or the first day subsequent to a regular school vacation, break or holiday such as Labor Day, Thanksgiving, Christmas, spring break, summer break, Good Friday or Memorial Day. Employees may not request personal business leave for a time when the employee is scheduled for fall or spring conferences.

3. Board Examination

- a. The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of verifying an employee's eligibility for leave under this Article, or to verify an employee's ability to perform the employee's assigned duties safely and satisfactorily. Such examinations may be required only where the Board has a reasonable and sufficient basis for determining such examination to be

necessary; that should such examination be required during a workday when the employee has indicated readiness and ability to work, the employee will not be docked pay nor have the time charged against the employee's paid leave; and any such examination shall be at the expense of the Board.

4. Notification of Illness

- a. An employee who will be absent due to illness or disability shall make every attempt to notify the employee's immediate supervisor at least an hour and one-half prior to the commencement of the duty day, but in any case, as in the onset of sudden illness or other emergency, no later than the time of the commencement of school.

5. Family and Medical Leave Act

- a. Please refer to the Act itself to determine eligibility. To obtain a copy of the Act or the Board's FMLA policy, contact the Superintendent's Office. Anyone accessing this leave will be required to draw down on accumulated annual leave days excluding Article 8, Section 6. The ISD uses the fixed twelve (12) month method (fiscal year) for calculating FMLA eligibility. Paid leave days and FMLA run concurrently.

6. Jury Duty or Court Proceedings

- a. An employee shall be entitled to leave with pay for jury service if the employee is unable to be excused or to have such service rescheduled. An employee shall also be entitled to leave with pay when subpoenaed to appear as a material witness in a legal proceeding to which neither the employee nor the Association is a party litigant.
- b. In the event an employee qualifies for leave under this section, the employee shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the employee's pro rata daily pay less the amount received as compensation or witness fees. It shall be the responsibility of the employee to secure a notarized statement from the court clerk verifying the amount of such compensation or fees received, and receipt of leave pay shall be considered upon prior submission of such a statement.

7. Association Leave

- a. At the beginning of each school year, the Association shall be credited with four (4) workdays to be used for Association business. Such days will be used at the discretion of the Association upon the approval of the Association President

except that no more than three (3) employees will use these days at any one time. The Association shall reimburse the Board on a current basis for those sums paid to the Office of Retirement Services for Association leave time. A forty-eight (48) hour advance notice shall be given to the Superintendent by the Association President of the intent to use said days. These leave days shall not be cumulative.

ARTICLE 17 -- UNPAID LEAVES

1. General Conditions

- a. The Board expressly reserves to itself and/or to the Superintendent the sole discretionary authority to grant or deny "unpaid leaves." The Board's decision to grant or deny any specific leave request shall not be considered to establish a "precedent" or "past practice" for any future request for such leave.
- b. Requests for unpaid leave must be made in writing at least thirty (30) calendar days prior to the requested date to begin such leave.
- c. Requests for leaves of absence shall include the reasons for the leave along with notification of the beginning and ending dates of such leave.
- d. Employees on an unpaid leave of absence shall confirm to the Superintendent in writing the employee's intent to return immediately upon expiration of the employee's leave. This written notification must be received by the Superintendent not less than forty-five (45) calendar days prior to the expiration date of the leave. Failure by any employee to timely submit such notification will be deemed a resignation, absent written authority by the Superintendent to the contrary.
- e. A leave of absence may be extended upon employee request for up to one (1) year at the sole discretion of the Board.
- f. No increment credit shall be earned during an unpaid leave of absence, and no fringe benefits shall be paid by the employer, except during a leave taken under the Family Medical Leave Act or as required by law. During an unpaid leave of absence, the employee shall, subject to the terms of the carrier, be permitted to pay the employee's own fringe benefits through the intermediate office, but the Board shall have no obligation to continue to pay for such fringe benefits while the employee is on unpaid leave status subject to requirements of FMLA; provided; however, that the Board may elect to authorize continuation of Board-paid fringe benefits for up to six (6) months of unpaid leave duration, subject to the parties' mutual understanding that any such decision shall not be deemed to establish a "past practice," or "precedent" or to any future circumstances, either to the same employee or to any other employee.
- g. Seniority shall not accumulate during an unpaid leave of absence except in the case of leave granted under Article 17, Section 2.a.i. Consideration to the impact

of the employee's absence on ISD programs will be given in determining the duration of any particular leave.

- h. Employees shall have no right or discretion to return from an unpaid leave granted prior to the expiration date of the leave as originally established by the Board.
- i. The Board may in its discretion fill the position of an employee who is on a leave of absence with a "temporary substitute."
- j. Leaves granted shall not be used to pursue other employment, and acceptance of other employment by the employee during the leave shall be grounds for discipline including discharge of employment at the sole discretion of the Board.
- k. The Board may make exceptions to persons seeking to support themselves by accepting employment during this leave by formal written request by the employee to the Board, which employment the Board in its discretion may approve or deny.
- l. Employees returning from a leave of absence during the same school year or returning from the year of leave shall be reinstated in the same or similar position held when the leave began. An employee returning from an extension of leave shall be placed in the first vacancy in the same classification from which the employee went on leave.
- m. All accrued paid leave, including vacation and personal time, must be used prior to the commencement of an unpaid leave of absence. Sick leave shall also be exhausted prior to an unpaid leave of absence, provided the reason for the leave qualifies for sick leave usage under Article 16 Section 1.c . The District shall not be required to permit the use of sick leave for any purpose or duration not expressly authorized by this Agreement

- 2. Leaves of absence without pay or benefits for up to one (1) year may be granted upon written request to the Superintendent and approval of the Board of Education for the following purposes:

- a. **Military Leave**

- i. An unpaid leave of absence shall be granted to any employee who is called up to active duty, or is drafted for active military duty, or enlists for active military duty in any branch of the armed forces of the United States or the National Guard or Coast Guard while a call-up of military reserves

or a draft is in effect. The duration of the leave shall be for the duration of the call-up, induction (draft) or enlistment. Upon honorable separation from active duty, the employee shall be reinstated with full credit on the salary payment plan for the time in service, not to exceed five (5) years, to the first available vacancy for which the employee is qualified. However, if the duration of the employee's absence is less than ninety-one (91) days, the employee shall be entitled to return to the employee's former position upon return from leave. A reemployed employee will not suffer a break in service because of military service.

b. Meritorious Leave

- i. An employee may be granted a leave for a period not to exceed one (1) school year for other meritorious reasons upon request subject to the following mandatory conditions:
 1. Employees must have served in the employee's capacity for a minimum of two (2) full calendar years.
 2. The employee must give a written statement of the reasons and intended purposes of the leave satisfactory to the Board.
 3. The Board, in its sole discretion, determines that the activities to be pursued during the leave will result in a tangible benefit to the ISD sufficient to justify the employee's absence and the adverse impact of such absence upon the programs and activities of the ISD.

ARTICLE 18 – GRIEVANCE PROCEDURE

1. Definition

- a. A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any express provision of this Agreement may be processed as a grievance as hereinafter provided. No claim based in whole on rights emanating from any source outside the express provisions of this Agreement may be processed as a grievance or enforced pursuant to this Agreement.
- b. Written grievances shall:
 - i. Be signed by the grievant(s);
 - ii. Be specific;
 - iii. Contain a synopsis of the facts giving rise to the alleged violation;
 - iv. Cite the section or subsections of the Collective Bargaining Agreement alleged to have been violated;
 - v. Contain the date of the alleged violation; and
 - vi. Specify the relief requested.
- c. Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations as set forth in this Article.
- d. The following matters shall not be the basis of any grievance filed under this Article:
 - i. The termination of services or failure to re-employ any employee to an extracurricular activity position.
 - ii. Any claim for which there is another remedial procedure or forum established by law or regulation.
 - iii. An alleged violation of Michigan or federal statutory or regulatory law (including constitutional provisions) is not subject to the grievance process. Instead, the alleged violation may be processed through appropriate agency or judicial enforcement of the law(s) in question.
 - iv. Any matter which is exclusively reserved to management under Article 3.

2. Hearing Levels

a. Information Level

- i. When a cause for grievance occurs, the affected employee(s) shall within ten (10) days request in writing a meeting with the employee's immediate supervisor in an effort to resolve the grievance. The request shall comply with Article 18, Section 1 and specifically state the nature of the problem and relevant information such as dates, times, and such, as well as Articles of this Agreement that have allegedly been violated. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. In the event of an Association grievance, or a grievance involving more than one supervisor, the grievance shall be processed directly at Formal Level 2 of this Article. In either case, the first written notice to the Administration shall be filed within ten (10) days of the time the alleged violation first occurred or of the time the employee or Association should reasonably have known of the alleged violation. The Administration shall be informed that the discussion may be the first step in the grievance procedure. The Administration shall respond within ten (10) days following the conclusion of the meeting.

b. Formal Level 1

- i. If a grievance is not resolved in a conference between the affected employee(s) and the employee's immediate supervisor, it may be submitted, in writing, within ten (10) days from the response to the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Association and to the immediate supervisor. The immediate supervisor shall, within ten (10) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and to the Association.

c. Formal Level 2

- i. If the grievant is not satisfied with the disposition at Level 1 or if no disposition has been made within ten (10) days of receipt of the grievance, the grievant may file an appeal in writing to the Superintendent. Within ten (10) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance, and the Superintendent or designee, within ten (10) days after the conclusion of the meeting, shall render the employee a written decision thereon with copies to the Association and to the grievant(s).

d. Formal Level 3

- i. If the grievant is not satisfied with the disposition of Level 2 or if no decision has been rendered within ten (10) working days after the meeting with the Superintendent or designee, Association may submit the grievance to mediation before a State Mediator. Submission to mediation must be made within twenty (20) days after receipt of the Level 2 disposition. The mediator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the mediator shall not be binding on either party but shall be advisory in nature. The Association and the Board will be responsible for their own personal costs as to witnesses, attorney fees, etc.

e. Formal Level 4

- i. Individual employees shall not have the right to process a grievance at Step 4.
 1. If the Association is not satisfied with the disposition of the grievance at Level 3, it may within twenty (20) days after disposition of the grievance at Level 3 refer the matter to arbitration by serving a written demand to that effect upon the Administration. Within ten (10) days after receipt of the arbitration demand by the Administration (or a longer period, if mutually agreed upon), the designated Administration representative and the Association Representative shall confer for the purpose of identifying a mutually acceptable arbitrator to hear the dispute. If an arbitrator is not selected as a result of such conference, the

Association shall, within ten (10) days after the expiration of the above period, file a demand for arbitration with the Michigan Employment Relations Commission for appointment of an arbitrator from a list of at least seven (7) arbitrators residing in Michigan.

2. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum established in Step 4 is intended to exclusively and finally resolve disputes between the parties over the interpretation or application of the matters which are specifically covered in this Agreement, and which are not excluded from arbitration.
3. Arbitration is subject to the following limitations:
 - a. At arbitration, the grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process.
 - b. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
 - c. The arbitrator shall have no authority to consider any claim for which there is another remedial procedure or forum established by law or regulation.
 - d. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until the employee has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that the employee is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

- e. The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time.
 - f. The arbitration proceedings will be conducted pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
4. The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

3. Miscellaneous Conditions

- a. The term "DAYS" when used in this Article shall be as defined in Article 2, Section 1.a.i. The time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- b. Any grievance not initiated within the time limits set forth shall be conclusively deemed permanently waived.
- c. Any grievance not appealed within the time limit set forth shall be considered settled on the basis of the employer's last answer. If any answer to a grievance is not received within the time limit set forth, it may be appealed to the next level, as provided herein.
- d. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution. No actions or events occurring after expiration of this Agreement may be the basis of a grievance under this Article or this Agreement.
- e. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - i. Any matter involving employee evaluation.
 - ii. Any matter for which there is a remedy or recourse under state or federal statutes or law.
 - iii. Termination of a probationary employee.

ARTICLE 19 – STRIKES AND LOCKOUTS

1. The Association agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. Strike shall be defined to include slowdowns, stoppages, sit-ins, boycotts, work stoppage of any kind, the concrete failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the ISD.
2. Any violation of this Article shall mean that the Association and/or employees involved may be held liable for any and all damages, injuries or expenses incurred or suffered by the Board. Further, any employees involved may be subject to disciplinary action without recourse to the grievance procedure.
3. No employee shall willfully absent themselves from the employee's position, abstain from the faithful performance of the employee's duties, interfere with the rights and the privileges or obligations of employment, nor resort to a strike, tie-up, or slowdown as set forth in this Article.
4. The Association agrees that it will neither take or threaten to take any reprisals, either directly or indirectly, against any supervisory or administrative personnel or Board members of the ISD regarding the administration of this Agreement or any grievance filed thereunder.
5. In the event of any such violation of this Article, the Association shall endeavor to return the employees to work expediently and as quickly as possible by:
 - a. Taking prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Association disavows their actions.
 - b. Delivering immediately to the Board a notice addressed to and sent to all employees repudiating such acts of the employees and ordering the employees to cease such acts and return to work; and
 - c. Taking such other action which is deemed reasonable and appropriate to bring about compliance with the terms of this Agreement.

ARTICLE 20 -- GENERAL PROVISIONS

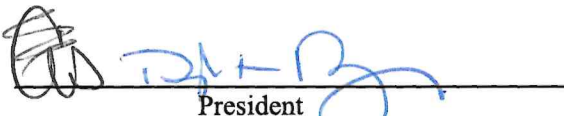
1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment of this Agreement.
2. If an emergency manager is appointed by the State under the Local Financial Stability and Choice Act, MCL 141.1501 et seq, the emergency manager may reject, modify, or terminate this Agreement as provided in that Act.
3. This Agreement supersedes and cancels all previous written agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
4. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
5. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

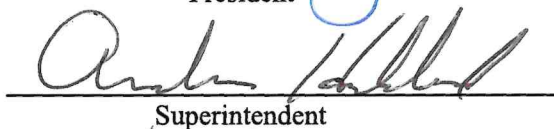
ARTICLE 21 -- DURATION OF AGREEMENT

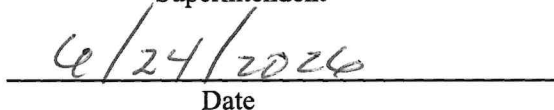
1. This Agreement shall be effective July 1, 2026 and shall continue in effect until June 30, 2029. Negotiations between the parties shall begin at a reasonable time prior to expiration of this Agreement upon the request of either party. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date. Until a successor agreement is in place, wages and benefits shall continue at levels and amounts that are no greater than those in effect on the expiration date of this Agreement. Employees shall bear increased costs, if any, of maintaining health, dental, vision, prescription, or other insurance benefits that occur after the expiration date of this Agreement. The Administration is authorized to make payroll deductions necessary to pay the increased costs of maintaining those benefits.
2. Upon expiration of this Agreement, the district shall have no liability for any increase in costs, including but not limited to steps, column changes, health, dental, vision and LTD increases until such increases, if any, are subject for ratification of a successor agreement by both parties. No economic increases shall be retroactive. Employees shall bear increased costs, if any, of maintaining health, dental, vision, prescription, or other insurance benefits that occur after the expiration date of this Agreement. The Administration is authorized to make payroll deductions necessary to pay the increased costs of maintaining those benefits.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Representatives.

HERITAGE SOUTHWEST INTERMEDIATE
SCHOOL DISTRICT BOARD OF EDUCATION

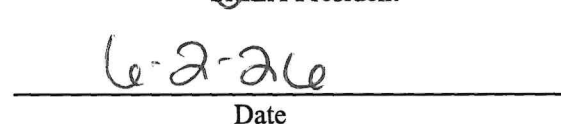

President


Superintendent


Date

SOUTHWESTERN MICHIGAN EDUCATION
ASSOCIATION/MEA


SMEA President


Date

APPENDIX A

Employees hired after July 1st 2002

Step	26-27	27-28	28-29
1	\$18.00	\$18.50	\$19.00
2	\$18.72	\$19.24	\$19.76
3	\$19.47	\$20.01	\$20.55
4	\$20.25	\$20.81	\$21.37
5	\$21.06	\$21.64	\$22.23
6	\$21.90	\$22.51	\$23.12
7	\$22.78	\$23.41	\$24.04

Employees hired before July 1st 2002

Step	26-27	27-28	28-29
26-29	\$26.45	\$27.24	
30+	\$27.62	\$28.45	\$29.30

