

2021-2023

AGREEMENT

BETWEEN THE

HERITAGE SOUTHWEST
INTERMEDIATE SCHOOL DISTRICT

AND THE

ADMINISTRATIVE ASSISTANT

RECOGNITION CLAUSE

The Board recognizes the Administrative Assistant as the sole and exclusive collective bargaining representative for all school year administrative assistants employed by the Heritage Southwest Intermediate School District, but excluding all supervisory staff, superintendent's administrative assistant, together with all substitutes. The Board and/or Superintendent further agree that for the duration of this contract, it will not recognize nor bargain with any entity other than the Administrative Assistant negotiating committee with respect to compensation and working conditions of employees covered by this agreement.

WORK DAY/WORK WEEK/WORK YEAR

The normal work day for all administrative assistant staff shall be determined by the Board of Education or the Superintendent of Schools in their sole discretion from time to time. Administrative Assistants work an eight (8) hour day submitted on time sheet for pay purposes. The Board of Education expressly reserves the right to assign all work schedules and to modify same as may be necessary to accommodate changing workloads or conditions experienced by the Intermediate School District, and to do so at any time that the Board may deem such action appropriate. The administrative assistant staff is eligible for a fifteen minute break for each four hours of uninterrupted assignment and an unpaid thirty minute lunch break with timing to be mutually agreed upon by the immediate supervisor and administrative assistant for more than six hours of work.

The normal work week for all administrative assistant staff shall be Monday through Friday.

Extended School Year Employees - are defined as those who work all days of the school year calendar plus any additional days at the discretion of the Superintendent or his designee.

Extended School year administrative assistants will work a 205 day schedule. The work schedule shall be developed by the immediate supervisor in consultation with the administrative assistant. The work schedule may be altered through the course of the school year by mutual agreement.

If the School District receives a grant or grants that will provide funds to compensate a Extended Year Employee at his/her hourly rate, the employee may also be employed for working days during the summer months between academic years to be designated by the School District and compensated for such at his/her hourly rate.

EMPLOYEE ATTENDANCE

Administrative assistants will be compensated for 'act of god' days. However, if the district must make up 'act of god' days the administrative assistants will not be compensated again for the make-up day. If administration has work that needs to be completed on an 'act of god' day we retain the right to ask the employee to report to work.

VACANCIES

A "vacancy" shall be defined as a permanent position made available by the addition of a position or by the departure of an administrative assistant (unless the Board shall determine that the position will not be immediately filled). "Vacancies" shall not include 'positions' created by administrative changes in assignments between existing employees and shall not include positions temporarily vacant. When reassigning employees, seniority shall be considered but qualifications shall be the primary factor.

When the Board determines that a vacancy in the administrative assistant staff exists, the Superintendent shall notify the administrative assistant staff of the vacancy by electronic mail. Interested employees shall file with the Superintendent's office written application within posting time lines.

SENIORITY

"Seniority" is determined by the date first employed in this bargaining unit. Accumulative seniority is defined as continual service to the district within the unit. An employee's seniority shall terminate upon the occurrence of any of the following:

- Voluntary quit or failure to return from leave of absence
- Discharge
- Retirement
- Unauthorized absence for more than three (3) days
- Failure to report within five (5) working days or receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to the employee's last address of record
- Layoff exceeding two (2) years

The Administration shall annually prepare and post the seniority list by October 1 of each year.

REDUCTIONS IN PERSONNEL, LAYOFF AND RECALL

In the event of an administrative assistant reduction in staff, the procedures will be as follow:

1. The administrative assistant position which is being eliminated will be given written notice of layoff which identifies the effective day of layoff and notifies the administrative assistant of their "bumping" rights pursuant to this Agreement. Reduction from Fiscal Year Employee to School Year Employee shall not constitute a layoff nor entitle an employee to exercise bumping rights.

If the laid off administrative assistant desires to exercise their "bumping" rights, they shall give written notice to the Superintendent of Schools no later than three (3) calendar days from the date the written notice of layoff was received.

2. A laid off administrative assistant shall have the right to "bump" the least senior employee in the bargaining unit, if qualified as determined by the Board of Education.
3. Any employee exercising bumping rights shall not suffer a loss or incur a gain in hourly wages or benefits as a result of the bumping except as related to annual leave accumulation.
4. Laid off administrative assistant shall be recalled to work in the inverse order of lay off. If the employee refused to return to work, or fails to notify the Board of intent to return within five (5) regularly scheduled working days after a written notice by certified mail of such recall is sent to the employee's last address on record will be removed from the recall list.

ANNUAL LEAVE

At the beginning of each year, extended school year employees shall be credited with ten days of annual leave (earned on an accrual basis). The unused portion of which shall accumulate from year to year to a maximum of ninety (90) days. A new employee shall be ineligible for annual leave benefits until they have completed a 90 work day probationary period. The leave days may be taken by an employee for the following reasons:

Personal Illness or Disability. An employee may use all or any portion of their annual leave for scheduled workdays on which they are physically incapable of performing their normal job duties due to their personal illness or disability. Disabilities caused or contributed to by pregnancy, miscarriage, and/or childbirth shall be treated the same as other temporary disabilities for which leave is authorized.

Family Illness. An employee may use up to fifteen (15) days annually of their annual leave for absence due to illness in their immediate family, to include children, spouse or partner, parents, or legal dependents. Up to an additional five (5) annual days may be used for illness in the immediate family with prior administrative approval.

Certification of Illness. The Administration may require that any employee applying for use of "illness and disability leave" for any particular day(s) of absence procure a doctor's certification of illness or disability for the day(s) absent. Such certification shall be presumed to be mandatory for all absences of more than three consecutive workdays unless waived by the Superintendent. Failure to obtain such certification shall constitute a sufficient basis for disciplinary action.

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, or to verify an employee's ability to safely and satisfactorily perform their assigned duties. Employer paid examinations may be required only where the Board has a reasonable and sufficient basis for such examination; 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 their annual leave.

Notification of Illness. An employee who knows they will be absent due to illness or disability shall make every attempt to notify their immediate supervisor at least an hour and a half prior to the school day, but in any case, as in the onset of sudden illness or other emergency, no later than the start of school.

Miscellaneous Leave

Three of the annual leave days may be used each year at the employee's discretion and with the approval of their immediate supervisor. Employees desiring to use such days shall notify their supervisor in writing of their intent as soon as possible but at least five (5) days prior to the day of such leave, except in cases of emergency or extenuating circumstances. Miscellaneous leave requests are not approved unless written (RED ROVER) or verbal approval is received by the employee prior to the requested leave date. In an emergency or extenuating circumstance verbal approval may be granted but must be followed up with written documentation.

Miscellaneous leave may not be requested for more than two (2) consecutive days and cannot be used before or after a holiday; the first/last day of the school year; to extend school breaks; for vacation; or for profit.

Payment of Accumulated Annual Leave Days. Upon voluntary separation, after ten (10) years of employment at Heritage Southwest ISD and forty-five (45) days notice to the Board of Education, an employee shall be paid for all unused annual days accumulated up to ninety (90) days at 75% of the employee's daily pay. The payment will be made in such a manner as determined by the District. Employees with more than ninety (90) days of accumulated leave shall be capped. The forty-five (45) day notice can be waived by the Superintendent.

Funeral Leave

An employee may take paid funeral leave exclusive of accumulated sick leave for assisting with arrangements and attending funerals as detailed below:

An employee may take up to a maximum of five (5) days paid funeral leave per occurrence in connection with a death in the immediate family. Immediate family is defined as spouse or partner, child, parent, siblings, grandparent or legal dependent. Paid funeral leave for step and in-law relations from the list above will be granted three (3) days.

One day of funeral leave per incident shall be granted to attend the funeral of a person in the family (i.e., aunt, uncle, cousin) or who in the past and over many years has had an immediate family-like relationship with the employee.

Funeral leave for others not listed in this section shall be granted under Annual Leave. If paid leave days are not available, an employee may choose, with administrative approval, to take days without pay for such funeral leave.

FLEX TIME

Flex time may be available by mutual agreement between the administrative assistant and their immediate supervisor. Personal documentation is required. Flex time is to be used within the fiscal year in which it is earned. Flex time will be made available by mutual agreement between the administrative assistant and his/her immediate supervisor using appropriate flex time forms. All flex time is to be prearranged and preapproved.

UNPAID LEAVE

Requests for unpaid leave must be made in writing at least thirty (30) calendar days prior to the requested date to begin such leave unless waived by the Board. Requests for leaves of absence shall include the reasons for the leave along with notification of the beginning and ending dates of such leave.

Employees on an unpaid leave of absence shall confirm to the Superintendent in writing their intent to return 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 may be deemed a resignation, absent written authority by the Superintendent to the contrary.

A leave of absence may be extended upon employee request for up to one (1) year at the sole discretion of the Board of Education.

During an unpaid leave, no fringe benefits shall be paid by the employer except as provided by law. The employee shall, subject to the terms of the carrier, be permitted to pay their own fringe benefits while the employee is on unpaid leave status.

Seniority shall not accumulate during an unpaid leave of absence. Unpaid Leave shall be granted for a specific designated period to be determined in the sole discretion of the Board and/or the Superintendent of Schools. Consideration to the impact of the employee's absence on ISD programs will be given in determining the appropriate duration of any particular leave.

The Board may fill the position of an employee who is on a leave of absence with a "temporary substitute". The "temporary substitute" shall not be a member of the administrative assistant staff agreement.

Leaves granted shall not be used to pursue or accept other employment, and doing so shall be grounds for disciplinary sanctions up to and including discharge of employment.

COMPENSATION

A. Probation

New employees will serve a 90 work day probation period.

	2021-22	2022-23
Level	Hourly Rate	Hourly Rate
1	\$ 14.56	\$ 14.85
2	\$ 15.41	\$ 15.72
3	\$ 16.05	\$ 16.37
4	\$ 16.84	\$ 17.18
5	\$ 17.99	\$ 18.35
6	\$ 18.68	\$ 19.05
7	\$ 19.59	\$ 19.98

B. Longevity

On the 5th year of service, an employee shall receive an annual \$100 longevity payment. For each additional 5 years of service beyond the initial longevity payment an employee will receive an additional \$100 added to the payment. The annual longevity will be \$100 at five (5) years, \$200 at ten (10) years, \$300 at fifteen (15) years, \$400 at twenty years, and \$500 at twenty-five (25) years, and \$600 at thirty (30) years. This payment will be made prior to January 1 of a school year.

INSURANCE BENEFITS

The Board will pay the monthly health insurance premium as allowed under PA 152 for members. Those members not electing; the major medical coverage, will receive Cash In Lieu benefits of \$200.00 per pay (based on 26 payments for an annual total of \$5200) received in lieu of health insurance. To qualify for Cash In Lieu benefits: a) employee voluntarily and in writing opts out of the medical coverage available by district and b) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. Employee will then be eligible for the Cash In Lieu benefit paid by the Board.

The Board will pay up to a monthly single subscriber premium as allowed under PA 152 for members hired on May 1, 2011 or after. Those members hired on or after May 1, 2011 not electing, the major medical coverage, will receive Cash In Lieu benefits in amount of \$200.00 per pay (based on 26 payments for an annual total of \$5200) as Cash In Lieu benefit.

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.

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 their 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.

B. 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 monthly contributions are subject to change pursuant to Public Act 152 of 2011 (PA 152). The Board shall confer with the Association regarding changes to the contributions.

C. 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, 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. 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 their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make 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.

D. Employees who have access to another Employee's Board funded insurance which complies with the PPACA shall not be eligible for 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 their own. Those individuals may take the Board funded insurance.

E. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days. (COBRA)

F. Employees may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.

G. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policy holder or third-party administrator.

H. 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 his/her 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).

I. 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 his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.

J. 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 their 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 District).

K. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year. The Board shall be the policy holder.

GENERAL PROVISIONS

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.

EMERGENCY FINANCIAL MANAGER

If an emergency financial manager is appointed by the State under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

This Agreement shall be effective July 1, 2021 and shall continue in effect until June 30, 2023. 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 unless it is extended for a specified period or periods by mutual written agreement of the parties.

Upon expiration of this Agreement, the district shall have no liability for any increase in costs, including but not limited to steps, column changes, longevity increases, 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.

WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of July 1, 2021 and to expire on June 30, 2023.

HERITAGE SOUTHWEST
INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

HERITAGE SOUTHWEST
INTERMEDIATE SCHOOL DISTRICT
ADMINISTRATIVE ASSISTANT



President




Member



Superintendent



Member



Date



Date