



**MASTER AGREEMENT**

**between**

**HOLLY AREA SCHOOLS BOARD OF  
EDUCATION**

**and**

**NON – BARGAINING UNIT**

**2016 - 2017**

**2017 – 2018**

**2018 - 2019**

**Effective: July 1, 2016  
Expires: June 30, 2019**

**ARTICLE 1**

Employees not represented by a bargaining unit recognized by the Holly Area Schools' Board of Education, or under contract to the Board of Education, shall be subject to the terms and conditions of employment herein described.

The terms and conditions as herein described shall be incorporated into and become a part of the established policies of the Holly Area Schools' Board of Education.

**ARTICLE 2**  
**Length of Work Year**

**Chapter 1 Employees** – Traditional Professional Support Staff scheduled to work the school year, generally ten month, non-exempt positions.

- A. Administrative Assistants to:
  - Elementary 210 Work Days
  - Middle School 215 Work Days
  
- B. Student Support Staff:
  - Police Liaison 180 Work Days

**Chapter 2 Employees** – Traditional Professional Support staff scheduled to work longer than the school year, generally 12-month, non-exempt positions.

- A. Administrative Assistants to:
  - High School 225 Days
  - Special Education 52 weeks
  - Human Resources 52 weeks
  - Superintendent 52 weeks
  
  - Accounts Payable 52 weeks
  - Benefits Coordinator 52 weeks
  - Payroll 52 weeks
  - Pupil Accounting 52 weeks
  - Finance Manager 52 weeks
  
- B. Other non-exempt positions which may or may not include supervisory responsibilities:
  - Latchkey/Child Care Supervisor                      Head Start/GSRP Supervisor

**Chapter 3 Employees** – Positions, which are exempt and may or may not include supervisory or managerial responsibilities:

Supervisor Transportation	223 Work Days
Assistant Supervisor Transportation	223 Work Days

<p style="text-align: center;"><b>ARTICLE 3</b> <b>Wage and Benefit Provisions</b></p>
--

Wages and benefits of non-bargaining unit employees shall be reviewed upon expiration of this document. The basic process shall contain, but not be limited to, the following elements:

- A. The superintendent or his/her designee shall meet with the employees covered by this section, to discuss wages and benefits for the ensuing fiscal year(s).
- B. The superintendent or his/her designee shall present to the Board, for employees covered by this section, by employment classification, a recommendation for wages and benefits for the ensuing fiscal year(s).
- C. Upon the Board of Education's adoption of wages and benefits for employees covered by this section, by employment classification, the terms and conditions of employment shall be revised reflecting these wages and benefits adopted.
- D. Part time employee benefits will be prorated for fringe benefits, to include but not be limited to, health insurance, dental, vision, etc. For purposes of determining sick days, vacation days, holiday, etc., such employees will be entitled to the same number of days, paid at the normal scheduled hours (for example, an employee working 4 hours per day, would receive 4 hours pay for sick day, vacation, holiday, etc.)

**ARTICLE 4**  
**Fringe Benefits**

Chapter 1 A, Chapter 2 A-B, and Chapter 3 positions, unless specified elsewhere in these policies, or in an individual agreement with the Board of Education, are eligible for the following:

A. Health Insurance

Coverage will be written to the specifications of a High Deductible Plan (HSA). The employer share of premiums cannot be higher than the allowable amount under Sections 3 or 4 of PA 152 of 2011. This amount is subject to change based on the employee census.

No employee shall have double health insurance coverage.

Those employees who do not elect health care coverage may elect to receive a cash option of \$1,500.00 per year paid as a lump sum, and issued the first pay of November. For part-time employees, the cash option would be prorated.

Employees may choose to purchase the following through the district and premiums will be payroll deducted:

1. Short Term Disability
2. Term Life Insurance

B. Term Life

\$50,000 (AD & D) - in term group life insurance.

C. Dental - District-funded with a third party administrator and an annual (Jan 1 – Dec 31) maximum of \$1,200 for Type I, Type II, and Type III services.

For those persons who have other coverage (Coordination of Benefits) or for those working less than full time, there is an annual (Jan 1 – Dec 31) maximum of \$600 for Type I, Type II and Type III Services.

The above includes internal and external coordination of benefits.

For a full description of the dental and vision benefits, refer to the district webpage under “District Services”, and then click on the Human Resources tab.

D. Vision Insurance - District funded with a third party administrator, with or without coordination of benefits for all employees. This benefit is a 12 month benefit period and it runs January 1 thru December 31.

E. Long Term Disability

The Board will provide the following Long Term Disability Insurance Coverage for each eligible employee as provided by the carrier:

1. 60% benefit percentage of gross annual income.
2. Maximum monthly benefit not to exceed \$2,500.
3. 120 calendar days modified fill waiting period.
4. Maternity coverage included.

F. To be eligible for any insurance benefits provided the employee shall be responsible for being properly enrolled on forms provided by the Board and/or applicable insurance company.

G. Tax Sheltered Annuities

The Board of Education limits the number of companies who sell tax sheltered annuities to seven (7). For a company to qualify, it would need to deliver to the Administration Offices a number of valid payroll deduction cards equal to five percent of the prior January's number of persons on payroll. (The first payroll of that month.)

H. Reimbursement (tuition costs) for classes taken for professional improvement. Must have prior approval from superintendent or designee and must pass the class with a "C" or better. Employees will be paid after successful completion of the class.

I. Paid Leave Days Upon Retirement

Upon retirement from the Holly Area Schools, the Board of Education will pay for all unused leave days as outlined below provided that the employee has a minimum of ten years of employment in the retirement system which would qualify the employee for an allowance under the Michigan Public School Employees' Retirement System.

Unused leave days	Payment
150 days or more	\$60.00 per day
76 - 149 days	\$45.00 per day
Up to 75 days	\$30.00 per day

Chapter 1 B positions do not receive fringe benefits, unless noted otherwise.

**ARTICLE 5**  
**Leaves**

Leaves available to Chapter 1 A, Chapter 2 A and Chapter 3 non-bargaining unit employees shall be as follows:

A. Employee Paid Leaves

1. Sick Leave. One day per month employed shall be earned. Unused leave may accumulate without maximum limitation.
  - (a) All employees will receive leave day allocation at the beginning of the school year (July 1<sup>st</sup>).
  
2. The following leaves may be charged against sick leave:
  - (a) Personal illness.
  
  - (b) Maximum of five days per work year for a serious illness in the immediate family: husband, wife, sister, brother, mother, father, son, daughter, grandparent, grandchild, in-laws of the same relationship.
  
  - (c) Maximum of five days per work year for the bereavement of a sister in-law, brother in-law, son in-law, or daughter in-law.
  
  - (d) Funeral of non-relative, one-day limit per year. Additional days for extenuating circumstances may be granted at the discretion of the Superintendent or his/her designee.
  
  - (e) Three personal leave days per year may be used for important, personal activities, which cannot be scheduled outside of regular school hours. Personal leave days -
    - i. may not immediately precede or follow periods on the school calendar designated as holidays or vacation days;
    - ii. must be requested at least three (3) days in advance except in an emergency;
    - iii. may not be taken the first two weeks and last two weeks of student attendance during the school year;
    - iv. cannot be combined with unpaid days;
    - v. may not have more than two days used consecutively;

Exceptions may be granted by the Superintendent or designee.

- (f) Religious Observance
  - i. A maximum of two (2) days per year may be used for religious holidays that occur on a scheduled workday.

- ii. A written application to the superintendent or his/her designee must be received no less than seven (7) days in advance of the requested date.

(g) Anticipated Prolonged Disability

Any employee that can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) will notify his/her supervisor in writing as soon as possible. The notification will contain the projected dates of confinement. It is understood that use of sick leave will be only for the duration of the actual incapacity and the Board reserves the right of periodic written verification of disability and/or consultation with or from a physician. In case of childbirth, notification will be at least thirty (30) calendar days in advance of the projected period of confinement. An employee must work until actually disabled as verified by a physician and return to work as soon as recovery is verified by a physician.

B. Employer Paid Leave

Leaves with pay not to be charged against the employee's accumulation of leave time:

1. A maximum of five (5) days in each instance in the case of death of husband, wife, sister, brother, mother, father, son, daughter, aunt, uncle, grandparent, grandchild, and mother-in-law and father-in-law.
2. Days authorized by the Board for school related matters.

C. Unpaid Leaves

Leave of absence without pay that may be granted by the superintendent or his/her designee. Written application must be made to the superintendent or his/her designee.

1. Educational improvement

Written notice of intent to return for the following school year shall be given the superintendent or his/her designee sixty (60) calendar days prior to the leave. Failure to do so will be deemed a resignation.

2. Family Medical Leave Act

- a. The Board may require medical verification of the employee's illness or that the family member's serious illness requires employee's

presence and is consistent with the Federal Family and Medical Leave Act. A second medical opinion may be required at the Board's discretion and expense.

- b. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimized disruption to the continuity of service delivery.
    - (1) The board may grant up to one (1) school year of leave renewable at the discretion of the Board.
    - (2) Employees may make written application for extension of the leave subject to the provision of the initial request.
  - c. The Board of Education will continue premium payments for health care benefits up to four (4) months for an employee who has been granted leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.
  - d. The employee shall have the option of first using accrued paid leave as provided in Section A. 2.a. of this Article. The remainder of any leave time will be unpaid.
  - e. An employee may make written application to the Superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of leave on the basis of each individual case.
3. Jury Duty.
- A leave of absence will be granted to an employee called for jury service, providing that the Board will only be obligated to pay an amount equal to the difference between the employee's salary as computed on a daily basis, and the daily jury fee paid by the court excluding mileage reimbursement.



4. Court appearance.

An employee required by subpoena to appear in court to give testimony as a witness will receive full pay, provided such appearance is not brought against the Board by the employee. An employee may not receive more than the per diem rate, including any pay received as a witness, excluding mileage reimbursement.

5. Three leave days (without pay) per an employee's contractual year may be granted by the Superintendent or his/her designee at the employee's discretion, provided:

- (a) That the leave days shall not be taken consecutively, exceptions maybe granted by the Superintendent or his/her designee.
- (b) That the leave days shall not be taken immediately prior to or after a school holiday.
- (c) That the employee's immediate supervisor shall have one day's prior notification.

<p><b>Article 6</b> <b>Worker's Compensation</b></p>
--

It is the employee's responsibility to immediately report injuries to the Holly Area School's human resource office for proper filing with the Workers' Compensation insurance carrier.

If less than eight (8) days are missed, the Board will pay the employee's daily wage without loss of leave. Beyond the eighth (8<sup>th</sup>) day, an employee may elect to use accumulated sick days to make up the difference between the employee's daily rate of pay, and the amount paid under Michigan Workers' Compensation. At no time will the total daily rate received (the combination from workers' compensation and the district) exceed the employee's daily rate.

**ARTICLE 7**  
**Vacations**

Unless specified elsewhere in these policies, or in an individual agreement with the Board of Education, the vacation benefits available to non-bargaining unit employees shall be as follows:

A. For Chapter 1A positions:

Vacation days shall be awarded at the beginning of the school year (July 1). The equivalent of one day per month shall be taken at a time agreed upon with the employee's supervisor. An employee who has worked less than the scheduled school year will receive prorated vacation days. Any vacation days not taken during a school year by Chapter 1A shall be paid on the last pay of the fiscal year.

Chapter 2A and 3 employees that do not use their allocated vacation days as of June 30<sup>th</sup> will be allowed to carry them over to be used before August 31<sup>st</sup> of that year.

Employees shall be awarded vacation days as follows, and increases shall occur after continuous years of employment as indicated below:

<b>Chapter</b>	<b>1 to 5 years</b>	<b>6 to 15 Years</b>	<b>16+ Years</b>
1A	11 days	14 days	15 days
2A and 3	12 days	15 days	17 days

B. Chapter 2A positions - Vacation days shall be earned the prior year worked and awarded at the beginning of the following school year (July 1). The equivalent of one day per month shall be taken at a time agreed upon with the employee's supervisor. An employee who has worked less than the fiscal year will receive prorated vacation days.

C. Chapter 3 Salaried Employees - All salaried employees have their vacation pay included as part of their contract amount as indicated in Schedule A.

## **Article 8 Holidays**

### A. Paid Holidays

The following shall be considered paid holidays for all Chapter 1 A, Chapter 2 A, and Chapter 3 positions:

Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July*	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day

\*For Chapter 1 A positions, July 4<sup>th</sup> shall be unpaid.

- B. Chapter 2 A positions will not be required to work the weekdays between Christmas Eve Day and New Year's Eve and shall be paid for those days.
- C. Chapter 2 A positions will not be required to work the weekdays of Spring Break and shall be paid for those days.
- D. If a Chapter 2 A employee is scheduled to work during those periods designated as paid time off as referenced in B and C above, prior approval from their immediate supervisor is required. The supervisor and employee by mutual agreement will determine whether compensation will be at time and one half or in the form of alternate days off with pay.

## **ARTICLE 9 Working Conditions**

The basic working conditions of non-bargaining unit employees shall be as follows:

- A. Overtime – Paid after 40 hours per week except for salaried employees.
- B. Vacancies - All employees will be advised of vacancies and may apply. All vacancies will be posted for five (5) business days.
- C. Expense Allowance - Employees shall be allowed authorized expenses as provided in the general policies of the Board of Education.
- D. Newly hired employees must be evaluated at least once during the first year of employment.

After the initial year of employment, employees must be evaluated at least once on an every other year basis. The supervisor will discuss the evaluation with the employee and place the evaluation in his/her personnel file.

- E. Emergency school closing - Chapter 1 A\*, Chapter 2 A, and Chapter 3 employees are required to work on days school is closed for ice, snow, or other emergencies, unless directed not to by the superintendent or his/her designee. Employees may choose to use a Personal Leave Day or a vacation day if unable to report to work. \* - Chapter 1A employees will not be required to report on the first three (3) days and will be paid for those days.
- F. Employees of Holly Area Schools will be eligible for up to twenty (20) days leave from a sick bank. These days may be granted at the Superintendent's discretion or his/her designee after consulting with the employee, for catastrophic illness only. These days will be repaid at the rate of two (2) per year, or more at the employee's discretion.
- G. Employees will not be paid after a person's sick leave bank has been used.
- H. New Hire - An employee who works less than a year shall receive prorated benefits.
- I. Experience Credit. The starting rate is to be determined at initial employment according to the amount and type of previous experience of the employee in relation to the job specifications.

<p><b>ARTICLE 10</b> <b>Discrimination Prohibited</b></p>
---

The parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly relating to employment, because of race, color, religion, natural origin, age, sex, height, weight or marital status pursuant to 1976 P.A. 453, Section 209. The parties shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976 P.A.220, and the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program receiving Federal financial assistance.

<b>2016-17 Schedule A</b>
---------------------------

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Adm. Asst. for Superintendent	\$17.19	\$19.77	\$22.95	\$24.66
Adm. Asst. - Pupil Accounting	\$15.53	\$16.98	\$19.24	\$20.54
Adm. Asst.- Special Ed	\$15.53	\$16.98	\$19.24	\$20.54
Adm. Asst.- Personnel/HR	\$15.53	\$16.98	\$19.24	\$20.54
Benefits Coordinator	\$14.48	\$15.53	\$17.06	\$17.91
Finance Manager	\$20.10	\$22.01	\$25.01	\$26.68
Accounts Payable	\$14.48	\$15.53	\$17.06	\$17.91
Payroll	\$16.20	\$17.87	\$20.77	\$22.74
Adm. Asst.- Building Principal	\$14.69	\$16.15	\$18.05	\$19.18
Police Liaison Officer	\$22.03	\$23.22	\$24.42	\$25.70
Transportation Supervisor	\$53,145	\$55,336	\$57,553	\$59,678
Asst. Transp. Supervisor	\$36,523	\$37,456	\$38,572	\$39,844
Head Start/GSRP Supervisor	\$21.31	\$23.07	\$24.83	\$26.60
Child Care Supervisor	\$16.27	\$16.82	\$17.38	\$17.94

**LONGEVITY**

Will be earned by the number of continuous years of service in the Non-Bargaining Unit

25+ Years	\$1,200
20-25 Years	\$ 900
16-20 Years	\$ 600
10-15 Years	\$ 300

Based on the numbers of years completed as of June 30<sup>th</sup> of the prior year

To be paid on the 1<sup>st</sup> pay in December

**DURATION**

Three (3) year agreement with wage and benefit openers in 2017-18 and 2018-19

## INDEX

Emergency School Closing .....	11
Experience Credit.....	11
Expense Allowance .....	10
Evaluations .....	10,11
Fringe Benefits .....	3
Part Time Employees .....	2
Holidays, Paid .....	10
Length of Work Year.....	1,2
Leaves .....	5
Anticipated Prolonged Disability.....	6
Bereavement Immediate Family .....	6
Bereavement In-Laws .....	5
Family Medical Leave Act.....	6,7
Days Authorized by the Board .....	6
Educational .....	6
Employee Discretion .....	8
Funeral Non-Relative .....	5
Jury Service .....	7
Personal Day .....	5
Personal Illness .....	5
Religious Observations.....	5,6
Serious Illness Immediate Family.....	5
Sick Leave .....	5
Longevity .....	13
Mileage Reimbursement.....	10
Overtime.....	10
Representation.....	1
Retirement .....	4
Schedule A.....	13
Tuition Reimbursement.....	4
Vacancies, Posting .....	10
Vacations .....	9
Wage Benefit Provision .....	2
Workers' Compensation.....	8
Working Conditions .....	10,11