

# Master Agreement

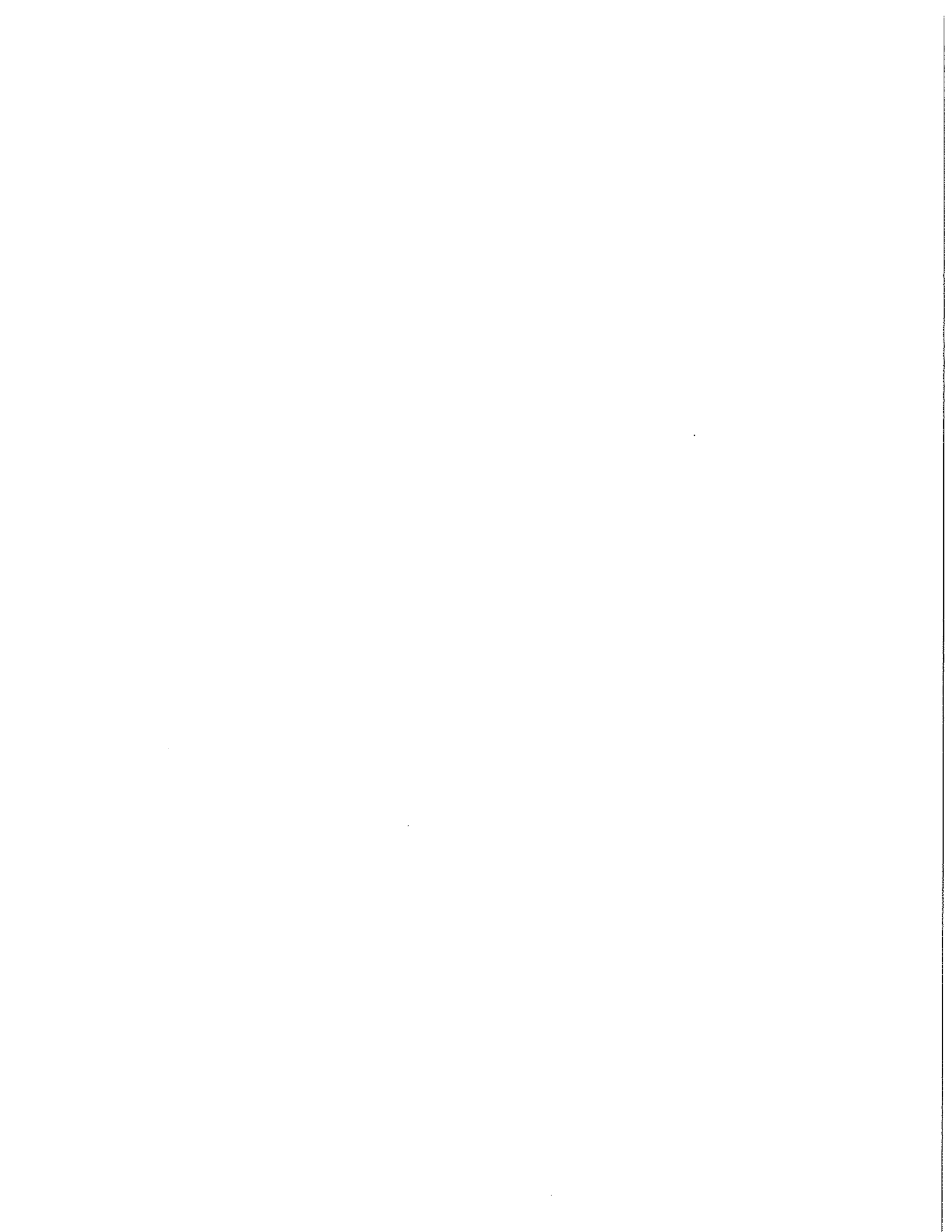
between the

Hudson Board of Education

and the

Hudson Educational Support Personnel  
Association  
HLCEA, MEA/NEA

07/01/2011 - 06/30/2014



**AGREEMENT**

This Agreement is entered into this 1st day of July, 2011, by and between the Hudson Area Schools (hereinafter called the "Employer") and the Hudson Educational Support Personnel Association, HLCEA, MEA/NEA (hereinafter called the "Association").

**ARTICLE I: Recognition****SECTION A - Unit Description**

Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the exclusive bargaining representative for the following employees:

all full-time and regular part-time secretarial/clerical; aide/paraprofessional; food service; and transportation employees, including mechanics; but excluding supervisors; the superintendent's secretary; the business manager and bookkeeper/ payroll clerk; substitutes; temporary employees; and all other employees.

**SECTION B - Definitions**

The term "employee" when used herein shall refer to all employees represented by the Association in the bargaining unit defined above.

**ARTICLE II: Employer Rights****SECTION A - Rights Reserved**

It is agreed that the Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, and authority which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the School District, its facilities, equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion. Determine fitness for continued employment

and require physical or mental examinations of employees, including drug testing, if there is reason to believe the employee's performance is impaired, by an Employer-selected licensed physician at the Employer's expense. In addition, the employee may go to his/her own physician at his/her own expense. If the two doctors' opinions differ, then a third physician will be selected by the Employer and paid by the Employer.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.
5. The right to subcontract non-instructional support services and the right to assign bargaining unit work to non-bargaining unit employees for incidental work such as, but not limited to: (1) typing or work concerning negotiations; (2) when a unit member does not have the time to complete and assignment during work hours; and (3) to expedite reports, etc. to meet a deadline. In case of severe financial crisis, the parties agree to discuss other possible options.
6. Establish, modify, or change any work, business, or school hours or days.
7. Determine the number and location or relocation of its facilities and work stations and bus routes.
8. Adopt rules and regulations.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
11. Determine assignment of buses and where buses are parked, stored, and housed, both during and outside work hours.

#### **SECTION B - Contract Interpretation**

In the event of a claim of misinterpretation or misapplication of this Agreement, this Article shall provide the primary basis for interpretation or application of this Agreement.

#### **SECTION C - Limitation On Employer Rights**

The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

### **ARTICLE III: Association Rights**

#### **SECTION A - Use of Buildings and Equipment**

1. The Association shall have the right to use school buildings at reasonable hours for meetings, provided forty-eight (48) hours advance written approval is received from the Superintendent and such use falls within Board policy.
2. Upon request of the Association President demonstrating immediate need, and with prior approval of the Superintendent or his/her designee, the Association may use office equipment at reasonable times when it is not otherwise in use. The Association shall pay for the reasonable cost of such use, including the cost of all materials and supplies.
3. The Association may use one bulletin board already available in each building for Association business affecting employees in the school district.

### **SECTION B - Association Business**

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable hours, provided that such activities do not occur anytime within the work hours of the employees involved, including during breaks. Any non-employee representative must check in with the appropriate supervisor or building principal upon arrival. This Section shall not preclude the processing of grievances with Employer representatives at mutually agreed upon times.

### **SECTION C - Information**

The Employer agrees to furnish to the Association president in response to reasonable requests in writing a copy of all available public information concerning the financial resources of the district. Material will only be provided at cost. The Board shall also provide a copy of the proposed Board Agenda to the Association President prior to each Board meeting.

## **ARTICLE IV: Employee Rights And Responsibilities**

### **SECTION A - Right To Organize**

The Employer hereby agrees that employees shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining with respect to hours, wages, and terms or conditions of employment.

### **SECTION B - Performance Responsibilities**

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discharge or discipline. Among the reasons for disciplinary action of any employee at the option of the Board are the following, by way of illustration and not limitation:

unsatisfactory work performance; being in possession of or under the influence of drugs or alcoholic beverages during work hours; dishonesty; insubordination; breach of confidentiality; unauthorized absence; repeated tardiness or absenteeism; abuse of break time; theft or misappropriation; violence or willful destruction of property; possession of a weapon; inappropriate conduct which impairs the employee's performance of his/her duties; failure to pass exams required by law, loss of driver's

license, accumulation of more than six (6) points, or loss of insurability under district policy for bus drivers; driving in an improper or unsafe manner while operating a school vehicle; abuse of sick leave, business leave, or other leave days; violation of currently established Board rules or policy; unacceptable behavior with students, parents, or other employees.

### **SECTION C - Discipline**

All probationary employees are subject to discipline or termination with or without cause at the will of the Employer at any time. Seniority employees (i.e., those who have completed the probationary period) shall not be disciplined or discharged without reasonable cause or arbitrarily or capriciously. Any disciplinary action taken against a seniority employee shall be appropriate to the behavior that precipitated said action.

### **SECTION D - Representation**

An employee may have present a representative of the Association during any meeting which the employee reasonably believes will result in disciplinary action by the Employer. This section shall not apply to evaluation conferences. If representation is desired, no action will be taken until an Association representative is present unless immediate action is necessary. The meeting shall not be delayed more than one (1) school day unless both parties cannot meet and/or agree to extend.

### **SECTION E - Personnel File**

An employee will have the right to review the contents of his/her personnel file according to law and to have a representative of the Association accompany him/her in such review. The official personnel files will be kept in the Board Administrative office.

### **SECTION F - Complaints**

No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline or be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation or reply regarding any material, including complaints within ten school days, and the same shall be attached to the file copy of the material in question.

### **SECTION G - Assault**

Any case of assault upon an employee shall be promptly reported to the Employer. The Employer shall promptly render reasonable assistance to the employee when possible to prevent injury.

### **SECTION H - Corporal Punishment**

Employees shall assist with the maintenance of control of students. However, all employees shall observe rules respecting punishment of students as established by the Board or required by state law.

### **SECTION I - Unsafe Conditions**

Employees shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Any alleged unsafe conditions or tasks shall be immediately reported to the Superintendent.

#### **SECTION J - Supervision**

In the event an employee is responsible to more than one supervisor, the primary supervisor shall be designated by the Employer at the beginning of each school year in writing to each bargaining unit member. The employee shall be notified of any subsequent change.

#### **SECTION K - Student Discipline**

The Employer, or its designated representative, will provide reasonable support and assistance to help bargaining unit members fulfill their responsibility with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. It is understood and agreed that the Employer's efforts to support and assist each bargaining unit member in this regard does not in any way relieve the bargaining unit member from fulfilling his/her responsibilities. The rules and regulations of student discipline will be followed.

#### **SECTION L - Safety Equipment**

The Employer shall provide without cost to each employee any Employer required safety equipment necessary to perform his/her duties.

### **ARTICLE V: Grievance Procedure**

#### **SECTION A - Definition**

A grievance shall be an alleged violation of the express terms of this Agreement. An employee alleging a grievance must orally discuss the grievance with his supervisor within five (5) work days of the occurrence of the condition giving rise to the grievance. A work day shall be defined as any day that the Board Administrative offices are open for regular business.

#### **SECTION B - Filing**

If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to his immediate supervisor within ten (10) work days from the occurrence of the condition giving rise to the grievance. Should an employee fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state:

*who* is affected; *what* happened; *when* it happened; *what specific part(s)* of the contract is alleged to have been violated; and *what specific remedy* is requested.

The grievance form is attached as **Appendix B**.

#### **SECTION C - Level One**

The immediate supervisor shall meet with the grievant and the Association representative not later than ten (10) work days following receipt of the written grievance. The immediate supervisor shall issue his/her disposition of the grievance in writing within five (5) work days of the meeting.

#### **SECTION D - Level Two**

If the decision of the immediate supervisor is not considered acceptable, the grievant/Association must present the written grievance to the Superintendent of Schools or his/her designee within five (5) work days of receipt of the decision of the immediate supervisor. The grievant must state the reason(s) why the decision of the immediate supervisor was not considered acceptable. The Superintendent or his/her designee shall meet with the grievant and an Association representative within fifteen (15) work days from the date of his/her receipt of the grievance. The Superintendent or his/her designee shall issue a decision in writing relative to the grievance within ten (10) work days of the meeting.

#### **SECTION E - Level Three**

If the decision of the Superintendent is not considered acceptable, the grievant/Association must submit the written grievance to the Secretary of the Board of Education or his/her designee within five (5) work days of receipt of the decision by the Superintendent. The grievant must state the reason(s) why the decision of the Superintendent was not considered acceptable. The Board of Education or a Board Committee, as determined by the Board, shall meet with the grievant, the appropriate administrators, and an Association representative within thirty (30) work days from the date of receipt of the grievance. The Board or its designee shall issue a decision in writing relative to the grievance within ten (10) work days of the meeting. The Board's disposition of all grievances, except grievances with respect to the discharge or suspension without pay of five (5) days or more of a seniority (non-probationary) employee, may be submitted to mediation through the Michigan Employment Relations Commission by either the Board or the Association but may not be submitted to binding arbitration. Grievances with respect to the discharge or suspension without pay of five (5) days or more of a seniority (non-probationary) employee may be submitted to binding arbitration by the Association.

#### **SECTION F - Level Four**

If the Association is not satisfied with the disposition of a grievance by the Board involving the discharge or suspension without pay of five (5) days or more of a seniority (non-probationary) employee, that grievance shall be submitted to arbitration provided the Association mails a Demand for Arbitration to the American Arbitration Association and notifies the Board in writing of its demand for arbitration within fifteen (15) work days after receipt of the Board's disposition. If the grievance is timely submitted to arbitration, the Arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. Neither party shall be permitted to assert in such proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the Arbitrator. In the event there is no clear loser, the Arbitrator shall determine the portion of his fees payable by each party. Each party shall assume its own costs for representation and for expense of witnesses.

- (1) The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. The Arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and under



this agreement. The decision of the Arbitrator, if within the scope of his authority as set forth herein, shall be final and binding on all parties.

- (2) The Arbitrator shall have no power to change any practice of the Board not in violation with this contract, or change any policy or rule of the Board not in violation of this contract, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board not in violation of this contract.
- (3) The Arbitrator shall have no power to decide any question, which, under this agreement, is within the responsibility of the Board to decide. In rendering decisions, the Arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
- (4) The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
- (5) In the event that a grievance is appealed to the Arbitrator upon which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- (6) More than one grievance may not be considered by the Arbitrator at the same time except upon expressed written mutual consent and then only if they are of a similar nature.
- (7) Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the Arbitrator shall have no power to order any. The Arbitrator shall have no power to issue an award involving back pay resulting in financial liability to the Board for more than a total of nine (9) months on any grievance under any circumstances.
- (8) Any matter being processed in another forum shall not be submitted to arbitration.
- (9) Individual grievant may not arbitrate, but the Association can on his/her behalf.

#### **SECTION G - Time Limits**

Time limits shall be strictly observed and may be extended only by written mutual agreement. Should an employee fail to appeal a decision within any time limits specified, all further proceedings on that grievance shall be barred and shall be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified, the Association may proceed to the next level of the grievance procedure. If the last work day of a timeline falls on a day when the Board offices are not open, the time is extended to the next day when the Board offices are open.

#### **SECTION H - Employee Consent**

A grievance involving more than five (5) employees shall be signed by the President of the Association and five (5) of the affected employees.

**SECTION I - Processing**

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the employee or participating Association representative are to be on the job.

**SECTION J - Miscellaneous Conditions**

1. Notwithstanding the expiration of this Agreement, any grievance arising hereunder may be processed through the grievance procedure.
2. Grievances filed as Association grievances may by mutual agreement with the Board be initiated at Level Two of the grievance procedure.

<b>ARTICLE VI: Work Year, Work Week, Work Day</b>
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**SECTION A - Work Year**

As used in this contract, the term "full-year employee" shall mean an employee who is regularly scheduled to work at least forty (40) hours a week, and at least fifty-two (52) weeks per year, July 1 through June 30 (currently mechanic and high school secretary/bookkeeper). The term "regular part-year employee" shall mean an employee who is regularly scheduled to work less than forty (40) hours a week, or less than fifty-two (52) weeks per year. The normal work year for part-year employees shall be as designated by the Employer. Either more or less days of work may be required.

**SECTION B - Work Week**

The normal week for all bargaining unit members is Monday through Friday. The work week shall begin at 12:01 a.m. on Monday.

**SECTION C - Work Day**

The normal number of hours of work and the schedule of hours for each employee shall be determined by the Employer. The normal work day for full-year employees shall be eight (8) consecutive hours. For part-year employees, the normal work day shall be as determined by the Employer. Either more or less hours of work may be required. Employees, except bus drivers who do not have lunch periods, working six (6) or more hours per day shall have an unpaid 30 minute lunch period.

For each four (4) hours worked in a day, each employee (except bus drivers) will be allowed one (1) fifteen (15) minute relief period as scheduled by the employee's immediate supervisor.

**SECTION D - Act of God Days**

1. When school is canceled due to inclement weather or other acts of God, full-year employees shall normally report, unless they are instructed not to report.
2. When school is canceled due to inclement weather or other acts of God, part-year employees will not be required to report on such days and after the third day will not be paid, except as required by the Employer. Part-year employees will be required to work on any make-up days. In the event an employee receives unemployment compensation benefits (including under-employment benefits) during the school year due to days of work not being held when

scheduled, which are later made up, the employee's pay will be adjusted by an amount equal to unemployment compensation received.

3. The determination to cancel, delay, and/or reschedule any day of work shall be the prerogative of the Employer and shall not be grievable.

4. The district will use the district access communication to notify bus drivers first when school is delayed or canceled.

**ARTICLE VII: Seniority**

**SECTION A - Seniority**

The term seniority as used in this article shall be length of continuous service with the Hudson Area school district in the bargaining unit.

The accrual of seniority shall begin from the last date of hire which shall be the first day the employee reported for work from which there has been continuous employment.

Time on approved voluntary leaves or transfer to a non-bargaining unit position shall not count toward accrued seniority. Time on medical leave shall count towards the accrual of seniority.

All seniority is lost when employment is severed by resignation, retirement or discharge for cause or failure to be recalled within (2) two years of layoff.

In the event of two or more employees have the same date of hire; the employees shall participate in a mutual, agreed-upon tie-breaking drawing with the Association present. A drawing will be held among each classification of tied employees for purposes of establishing seniority ranking on the seniority list.

Any employee leaving employment as defined above will be dropped from the seniority list without affecting the relative order of the remaining employees. Notification of all drawings shall be made to participants and the Association at least five (5) days in advance.

"Unit seniority" shall be defined as the length of continuous service as a bargaining unit member from the first day of work.

Time worked as a substitute shall not count toward seniority or completion of the probationary period. A substitute is a person doing unit work in place of a person on sick or personal leave or other. Authorized or unauthorized absence.

**SECTION B - Probationary Period**

New employees shall be subject to a probationary period of ninety (90) actual working days of employment. Probationary employees shall be represented by the Association for all matters except that discipline or dismissal is not subject to the grievance procedure. Employees shall not have unit or classification seniority during their probationary period (nor classification seniority in a new classification during a trial period as defined in Article IX.G., if applicable). Upon successful completion of the probationary period (or trial period if applicable), their names shall be placed on the seniority list by classification and unit as of the first day of work in that classification and in the unit as an Employee.

**SECTION C - Seniority List**

An initial seniority list by unit and classification shall be jointly prepared within sixty (60) days of the effective date of this Agreement. The list shall be maintained and published annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association. List will be distributed by October 1 of each year. The Association and members will have fifteen (15) school days to object and correct the list. The list is then final for that school year.

**SECTION D - Loss Of Seniority**

All seniority will be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, or when recall rights terminate.

**SECTION E - Assignment To A Different Bargaining Unit Classification**

Seniority in a classification will be frozen (inactive) when an employee is assigned to a different bargaining unit classification. Frozen (inactive) seniority shall only be used for the purpose of layoff and recall. If an employee returns to a classification, seniority shall continue to accrue.

**SECTION F - Layoff**

Seniority will be frozen during periods of layoff and shall continue to accrue if an employee returns from layoff.

**SECTION G - Leaves**

Seniority will continue to accrue during paid leaves and leaves due to illness or disability. Seniority will be frozen during unpaid leaves of more than four (4) weeks in duration taken for reasons other than illness or disability.

<b>ARTICLE VIII: Layoff And Recall</b>
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**SECTION A - Definition**

"Layoff" shall be defined as a reduction in work force as determined exclusively by the Employer.

**SECTION B - Layoff Process**

No employee shall be laid off pursuant to reduction in the work force unless said employee shall have been notified of said layoff at least fifteen (15) work days prior to the effective date of layoff. In the event of a reduction in work force, the Employer shall identify the specific position(s) to be eliminated and shall notify the employee in that position(s). Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to be placed in a position in their classification(s) as defined in Appendix A for which they are qualified, which is held by a less senior employee in that classification. Whether an employee is qualified, as that term is used in

this Article, shall be determined by the Employer. If no position(s) is available in the classification for the affected employee to assume, an employee laid off from one classification may use seniority which he/she has accrued in another classification to be placed by the Employer in a position held by an employee with less seniority in that classification provided he/she is qualified. A new employee shall not be employed by the Employer in a classification while there are laid off employees with seniority from that classification who are qualified for a vacant or newly created position in that classification.

### **SECTION C - Reduction In Hours**

The Board may reduce work hours of some or all employees rather than reduce the number of employees. In the event of a reduction in the work hours in a department, qualified employees in the department with the greater seniority may use same to displace employees with less seniority in positions having a greater number of work hours on the work schedule. A reduction of any employee's work hours shall not take effect until five (5) calendar days after written notice to the affected employee is given by the Employer.

### **SECTION D - Recall**

Laid off seniority employees shall be recalled in order of seniority within classification with the most senior being recalled first to any position in the classification for which they are qualified. If no employee within the classification is qualified, the most senior employee within the unit on layoff will be recalled to the position provided he/she is qualified as determined by the Employer. A qualified employee who refuses recall shall be considered a voluntary quit. An employee who accepts recall to a classification other than the classification held when laid off shall have the right to fill the first vacancy in his/her former classification provided the employee has more seniority than other employees from that classification and is qualified as determined by the Employer.

### **SECTION E - Recall Process**

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given five (5) calendar days from receipt of notice, excluding Saturdays, Sundays, and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee has indicated intent to return and reports within a ten-(10) day period. Employees recalled to full-time work for which they are qualified are obligated to take said work. An employee who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Recall rights for seniority employees shall terminate at the end of a time on layoff equal to their accrued unit seniority or two (2) years after the effective date of layoff, whichever is shorter. Probationary employees shall not have recall rights.

### **SECTION F - Unemployment Compensation**

A part-year employee who in the summer receives unemployment compensation benefits, and who is recalled before October 1 of that year, shall have his/her compensation adjusted by an amount equal to the unemployment compensation received.

**SECTION G - Substitute Work**

Upon application, laid-off employees will be considered first for substitute work at the substitute rate of pay, provided the employee is qualified for the position.

**ARTICLE IX: Vacancies, Promotions & Transfers****SECTION A - Definition**

A "vacancy" shall be defined as a newly created position or a present position that has been permanently vacated and which will be filled except when there is a qualified employee from the classification on layoff. After an employee is on leave for over one (1) year, such position shall then be considered a vacancy and shall be posted and filled as in D below. The last sentence above does not include positions of those employees on sick leave or extended illness leave as provided for in Article XVI.

**SECTION B - Posting**

All bargaining unit vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) work days. Copies of postings (including summer postings) will be sent to the local Association president at the time of posting. Said posting shall contain the following information:

type of work; location of work; starting date; rate of pay; hours to be worked; and minimum requirements.

**SECTION C - Application For Vacancy**

Interested employees may apply in writing to the Superintendent or designee within the five (5) day posting period. The Employer may temporarily fill any vacancy during the posting and selection process with another employee or with a substitute.

**SECTION D - Filling Vacancies**

In filling vacancies, the Employer shall consider the qualifications of all applicants and other relevant factors provided, however, where the qualifications of two or more applicants are essentially equal as determined by the Employer, preference shall be given to the senior applicant. The decision of the Board will be final and not subject to the grievance procedure.

**SECTION E - Notice of Selection**

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing.

**SECTION F - Assignment**

Involuntary transfers and assignments may occur at the discretion of the Board for the following reasons:

- (1) Less than satisfactory performance in the present position.

- (2) Continued presence in the present position would be injurious to the employee's health.
- (3) To meet work requirements with reasons given upon request.
- (4) Personal difficulties with fellow employees or students or parents.
- (5) To accommodate the transfer or reassignment of an employee due to one of the above.

Prior to the decision to involuntarily transfer or reassign an employee, the Employer will consult with and seek input from the affected employee.

In the event of an involuntary transfer or reassignment, an Employer representative shall meet with the affected employee prior to the involuntary transfer or reassignment in order to discuss the reasons for such action.

An employee involuntarily transferred or reassigned pursuant to number 5 above will not suffer a decrease in his/her hourly rate of pay.

The employer will meet with the affected employee prior to the decision to involuntarily transfer or reassign an employee.

The employer and the employee will sign a dated memo, stating that the discussion to involuntary transfer/reassign the affected employee has taken place.

A copy of the signed memo will be placed accordingly:

1. The original signed memo will be on file with the Superintendent.
2. A copy will be placed in the file of the affected employee.
3. One copy will be given to the affected employee.

### **SECTION G - Trial Period**

When a unit employee applies and is selected for a vacancy in a different classification, the employee may choose to revert to his/her former classification within fifteen (15) working days and may be reassigned to his/her former classification if the employer is not satisfied with his/her performance within thirty (30) working days.

### **SECTION H - Temporary Transfers**

Employees are subject to temporary assignment and temporary transfer at the discretion of the Board. An employee so transferred for more than a week will be paid at the regular rate for those duties. However, an employee's pay rate shall not be reduced as a result of such assignment.

## **ARTICLE X: Evaluation**

### **SECTION A - Procedure**

1. Employees shall be evaluated by their immediate supervisor or others as deemed appropriate by the Superintendent or his/her designee, except that an

employee shall not be evaluated by someone who does not have any knowledge of the employee's job responsibilities.

- 2. Each employee, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the general criteria upon which he/she will be evaluated. Any formal evaluation of an employee's work performance shall be based, in part, on his/her job description as provided for in Article XXI, Section C. Employees can be expected to be evaluated on all relevant aspects of their employment. Work outside of the employee's normally assigned duties shall not be the sole basis of the evaluation.

**SECTION B - Response**

- 1. A formal evaluation conference shall be held with the evaluator. Within ten (10) working days following each formal evaluation conference, the evaluation will be reduced to writing, and the employee shall sign and be given a copy.
- 2. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit a written response to the written evaluation within ten (10) days of receipt of the evaluation which shall be attached to the file copy of the evaluation in question. All written evaluations are to be placed in the employee's personnel file.

**SECTION C - Reasons**

- 1. If a supervisor believes an employee is doing unacceptable work, the reason(s) shall be stated in the evaluation as well as suggestions for improvement.
- 2. In the event an employee is not continued in employment, the Employer will advise the employee of the specific reasons therefore in writing.
- 3. The contents of the evaluation shall not be subject to the grievance process, but all other issues are.

**ARTICLE XI: Compensation**

**SECTION A - Compensation**

The basic compensation of each employee shall be as set forth in **Appendix A**.

**SECTION B - Overtime**

Overtime work, which will be voluntary to the extent feasible but which may be required, will be assigned as determined appropriate by the Employer. Overtime which in the determination of the Employer could be assigned to any of the classification employees within a building will be divided as equally as possible over a fiscal year among those employees. When employees are absent, using substitutes, assigning overtime, or not replacing absent employees will be discretionary with the Employer. The following conditions shall apply to all overtime work:



1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week or on Sundays (except graduation day).
2. Double-time in addition to the regular hourly rate will be paid for all hours worked on holidays designated in Article XIV.
3. Compensatory time off may be given if mutually agreeable to the Employer and the bargaining unit member.

### **SECTION C - Mileage**

An employee required to use his/her own personal vehicle in the course of his/her job will be reimbursed at the current district approved rate for mileage.

### **SECTION D - Meetings**

Employees may be required to attend meetings outside regular work hours. Employees required to attend such meetings will be compensated at their regular wage rate on Appendix A. Required meetings will be so specified at least one (1) week in advance (except emergency meetings for which the employee would receive the regular pay rate); otherwise, they will be considered voluntary.

### **SECTION E - Pays**

Hourly employees will be compensated bi-weekly for any and all pay periods for which they worked. Fulltime employees will be paid in installments of 26 pays.

### **SECTION F - Assignment To More Than One Classification**

Any employee regularly working in more than one classification shall be paid the rate for each classification for the appropriate hours.

### **SECTION G - Uniform For Mechanic**

The Board will provide five (5) uniforms/coveralls per year for the mechanic.

### **SECTION H**

The probationary rate shall be 90% of the rate for the classification the employee is hired into.

### **SECTION I**

Part-time workers will be given first chance after laid off employees to substitute in other positions if they are qualified and their work schedule permits and does not result in overtime.

### **SECTION J - Miscellaneous**

1. The Employer shall provide reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform his/her job subject to Article XX, Section A. 1. and 2.
2. Any bargaining unit work (i.e., summer work, banquets, parties, etc.) available outside the normal school day will be made available to bargaining unit members

before non-bargaining unit members at the employee's regular pay rate. This work will be offered on the basis of seniority within the classification, shall be voluntary, and shall not cause the Employer to pay overtime. Nothing herein shall prohibit the use of parents, volunteers, or others to perform such work consistent with past practice or situations similar to those occurring in the past.

**ARTICLE XII: Insurance**

**SECTION A - Health Insurance For Full-Year Employees**

The Board will provide to each regular full-year employee his/her choice of:

1. MESSA Choices II or MESSA ABC Plan 1, same plan and coverage as the Hudson Education Association members and same employee contribution as HEA. Same terms and conditions as the EA contract.

OR

2. Cash in lieu in the sum of \$6,000.00 divided monthly, starting February 1, 2012, pro-rated for the remainder of the contract year, cash in lieu will remain for the length of the contract and the pro-rated was only for the remainder of 2012.

**SECTION B - Health Insurance Contribution for Regular Part-Year Secretary Employees**

The Board will provide to each regular part-year secretary employee his/her choice of:

1. One Hundred Fifty Dollars (\$150) per month toward the health insurance plan provided by the Board with the remaining amount through payroll deduction for twelve (12) months per year;

- OR -

2. One Hundred Fifty Dollars (\$150) per month applied toward the purchase of a Board-approved annuity plan for twelve (12) months per year.

**SECTION C - L.T.D.**

The Board will provide to each full-year employee long-term disability insurance through a carrier selected by the Board beginning on the sixtieth (60th) calendar day following the onset of disability, providing 66 2/3 percent of the employee's salary.

**SECTION D - Insurance for Regular Part-Year Employees**

Regular part-year employees can participate in health and LTD insurance plans at their own expense and subject to any and all limitations or restrictions of the applicable policy, plan, or program.

**SECTION E - Life Insurance**

The Board will provide to each employee \$10,000 term life insurance with AD & D through a carrier selected by the Board.

**SECTION F - Coverage Period**

Payment for insurance benefits, as described above, will be provided to eligible employees for a full twelve- (12) month period.

**SECTION G - Enrollment**

It shall be the responsibility of the eligible employee to properly enroll in programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.

**SECTION H - Termination of Benefits**

If an employee terminates employment, insurance benefits will cease at the end of the last month worked.

**SECTION I - Continuation of Coverage**

An employee on unpaid leave or layoff shall have the option of continuing insurance coverage, subject to terms and conditions of the carrier, by making cash payments to the District.

**SECTION J - Double Coverage**

The District will not be obligated to provide more than one (1) health insurance program to a family unit. If the employee's spouse is also an employee of the district, the bargaining unit member shall designate who is to be the carrier of health insurance and the other shall be eligible for the option. An employee who for any reason retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement and his or her employment with the Employer shall be ineligible and shall otherwise not receive the health insurance coverage provided herein, unless the coverage provided his or her spouse through the spouse's employment requires such coverage. Such employee, if otherwise eligible for health coverage under this Agreement, shall be eligible for the option.

**SECTION K – Section 125 Qualified Plan**

1. The Employer has formally adopted a qualified plan pursuant to Section 125 of the Internal Revenue Code. This action was taken to avoid potential adverse tax consequences to the employer and employees that could result from providing employees with certain fringe benefits under the Agreement.
2. Except as noted in this Section, the adoption of the qualified plan under Section 125 of the Internal Revenue Code shall not change the level or type of fringe benefits available under the Agreement.
3. The Agreement provides employees with the option of receiving a tax-deferred annuity instead of certain insurance benefits. It is acknowledged that tax deferred annuities are not an allowable option under a Section 125 qualified plan. Therefore, the plan will offer employees a cash payment equal to the current tax sheltered annuity payment in Option Plan B of this Agreement.

4. The cash option shall be in an amount equal to the value of the tax deferred annuity option under this Agreement. Employees who elect to take the cash option under the Section 125 qualified plan may utilize the cash to purchase a tax deferred annuity by signing a salary reduction agreement to redirect the cash payment to a tax deferred annuity as permitted by Section 403(b) of the Internal Revenue Service Code.

### **ARTICLE XIII: Vacation For Full-Year Employees**

#### **SECTION A - Eligibility**

Fulltime employees only will be eligible for vacation days according to the following schedule:

On July 1 after the employee's original hire date, the employee will be credited with a number of vacation days prorated on the number of months worked prior to the July 1 date and based on five (5) days. Thereafter, every July 1, the employee will be credited as follows:

- 1 week after the first full year of employment as a full-year employee
- 2 weeks after 2 full years of employment as a full-year employee
- 3 weeks after 5 full years of employment as a full-year employee
- 4 weeks after 10 full years of employment as a full- year employee
- 4 weeks and 3 days after 20 full years of employment as a full-year employee

#### **SECTION B - Approval**

Vacation schedules must be approved in writing in advance by the employee's supervisor.

#### **SECTION C - Rate**

Employees shall be paid for vacation time at their regular rate of pay.

#### **SECTION D - Forfeiture**

Vacation time not taken during the year will not be accumulative and will be forfeited. Upon termination of employment, an employee shall lose unused vacation time.

### **ARTICLE XIV: Holidays**

#### **SECTION A - Holidays**

Full-year employees shall be paid for the following holidays:

- |                              |  |
|------------------------------|--|
| 1. Labor Day                 | 6. New Year's Eve Day                      |
| 2. Thanksgiving Day          | 7. New Year's Day                          |
| 3. Friday after Thanksgiving | 8. One day designated during spring recess |
| 4. Christmas Eve Day         | 9. Memorial Day                            |
| 5. Christmas Day             | 10. Fourth of July                         |

Part-year secretaries working not less than 205 days but not more than 239 days per fiscal year shall be paid for the following holidays:

- |                              |                       |
|------------------------------|-----------------------|
| 1. Labor Day                 | 6. New Year's Eve Day |
| 2. Thanksgiving Day          | 7. New Year's Day     |
| 3. Friday after Thanksgiving | 8. Good Friday        |
| 4. Christmas Eve Day         | 9. Memorial Day       |
| 5. Christmas Day             |                       |

All other part-year members of the bargaining unit shall be paid for the following two holidays:

- |                  |                   |
|------------------|-------------------|
| 1. Christmas Day | 2. New Year's Day |
|------------------|-------------------|

### **SECTION B - Conditions**

Holiday pay is subject to the following provisions:

1. The employee is a permanent employee as of the date of the holiday.
2. The employee must have worked the last scheduled workday prior to the holiday and the next scheduled workday after such holiday within the employee's scheduled work week or have been on approved paid leave.
3. An employee eligible under the above provisions shall receive his/her regular daily rate for said holiday.
4. An employee who is required to work on any of the designated holidays shall receive an amount equal to double-time in addition to the employee's regular hourly rate for all hours worked on said holiday.
5. When a holiday falls on a Saturday or Sunday or on a day when student instruction is scheduled, the Board shall have the right to observe the holiday on the preceding Friday, on the following Monday, or on another day when student instruction is not scheduled.

## **ARTICLE XV: Leaves**

### **SECTION A - Sick Leave**

1. Aide/paraprofessional employees, food-service employees, and transportation employees will be granted one (1) day per month (maximum nine (9) days per

year); regular part-year secretarial employees will be granted one (1) day per month (maximum ten (10) days per year); and full-year employees will be granted one (1) day per month (maximum twelve (12) days per year) of sick leave at the beginning of the employee's work year. Unused sick leave shall be accumulative to eighty (80). Any employees who currently have sick leave accumulated in excess of seventy (70) days will be grandfathered until the accumulated number falls below seventy (70) days. In case of transfer from one position to another, the number of days accumulated to the date of the transfer shall be amended on a pro rata basis based on the ratio of the number of hours per day worked in the prior position to the number of hours per day worked in the new position.

2. At the beginning of the contract year, the employee will have the current year's allowance available regardless of the number of days accumulated. However, if an employee terminates employment before the days used would have been earned, the amount for those days used in excess will be deducted from the employee's last paycheck. At the end of the year, unused days from the allowance will be credited to accumulated unused sick leave.
3. Upon retirement from the Hudson Area Schools under the provisions of the Michigan Public Schools Retirement Plan after ten (10) years of employment in the district, the employee will be paid fifteen dollars (\$15) per day of unused accumulated sick leave up to a maximum of eighty (80) days, for a maximum of \$1,200 total. If the retiring member does not exhaust all sick days allotted to them in their final year of employment, then they will be eligible for reimbursement of up to ninety (90) days at fifteen dollars (\$15) per day.
4. Days that may be accumulated annually in excess of eighty (80) days may be claimed up to the contractual limit at fifteen (\$15) dollars per day. Each employee should request such payment in writing by May 1<sup>st</sup>.

#### **SECTION B - Leaves Of Absence Charged To Sick Leave**

1. The employee may use sick leave for his/her own personal illness or disability as required up to the number of days available to the individual. The Employer may require verification from a physician if there is reason to suspect abuse.
2. Up to ten (10) days per year may be used for the critical illness of a member of the employee's "immediate family," which shall be defined as the employee's parent, spouse, child, or any relative who is a permanent resident of the employee's household.

Upon request from an employee, the Superintendent may authorize the use of additional sick days for such purposes in hardship cases.

"Critical illness" shall be defined as a condition requiring the presence of the employee. The Employer may require verification from a physician if there is reason to suspect abuse.

**SECTION C - Paid Leave Of Absence Not Charged To Sick Leave --****1. Personal Day Leave --**

Each employee may take two personal day per year (July 1 to June 30) provided the employee submits his/her written notice of intent to take a personal day to his/her immediate supervisor at least five (5) days in advance, except in cases of emergency. The Board reserves the right to deny more than one (1) personal day absence from each department on any one day. Personal days shall not be taken the day before or the day following a holiday or vacation or school break. Unused personal days shall be accumulative as sick leave.

**2. Bereavement --**

(a) Each employee will be granted up to a five- (5) day leave in the case of a death in the immediate family. For purposes of this section, the immediate family will be defined as parent, spouse, child, sister, brother, grandparent, and grandchild (including in-law and step relatives) and a relative declared as a dependent for tax purposes who resides in the employee's household.

(b) Upon prior written request to the Superintendent, one (1) day per year (July 1 to June 30) may be granted by the Superintendent for the funeral of any relative not named above or for the funeral of a close personal friend of the employee. The Superintendent may limit the number of absences granted for this purpose on any one day to not more than five employees.

**3. In-Service --**

A leave of absence with pay, not charged against the employee's sick leave, may be granted for in-service activities, attending conferences, conventions, workshops, and seminars, when such attendance is approved by the Board.

**4. Witness --**

Leave of absence with pay, not charged against the employee's sick leave, will be granted for court appearances as a witness in any case in which the employee's connection with the case stems from his/her employment with the Board, provided that the legal action is not instigated by or on behalf of the employee or Association against the Board. If a witness fee is paid to the employee by the court, that amount will be deducted from the employee's pay.

If the employee is released from court duty prior to his/her regular shift, the employee will contact the supervisor to determine if he/she shall return to the regular shift.

**5. Jury Duty --**

(a) A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would

have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses for each day's jurist service).

- (b) In order to receive payment, the employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported to or performed jury duty on the days for which he/she claims such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

6. **Association Days**

The association will be given two (2) days per year to use for association business. When possible, the association president will give the district five (5) days notice.

**SECTION D - Worker's Compensation**

Worker's compensation will be the exclusive remedy for any work-related injury or disability, provided worker's compensation is available. All injuries which occur while on duty are to be reported immediately.

**SECTION E - FMLA**

Employees who work at least 1250 hours shall be eligible for FMLA leave as provided by law and Board policy. Paid leave shall run concurrent with FMLA. Employees who on his/her own violation fails to return following FMLA, shall reimburse the district the insurance premium paid by the district.

**ARTICLE XVI: Leaves Of Absence -- Unpaid**

**SECTION A - Child Care**

1. A leave of absence of up to four (4) months shall be granted for the purpose of child care upon the request of the employee to care for a newborn, newly adopted, or critically ill child. The dates of the leave will be determined by mutual agreement between the employee and the Board or its designee.
2. An additional leave of absence of up to eight (8) months may be granted upon the request of the employee to care for a newborn, newly adopted, or critically ill child. The actual length of the additional leave will be determined by the board or its designee at the time the leave is approved.

**SECTION B - Extended Illness**

An employee whose illness or disability extends beyond the period compensated by sick leave will be granted a leave of absence for the duration of the illness or disability up to a maximum of one (1) year.

**SECTION C - Personal Reasons**



An employee may be granted a leave of absence for up to one (1) year for personal reasons including, but not limited to, child care, study, family concerns, or travel.

#### **SECTION D - Requests for Leave**

All requests for a leave of absence shall be in writing stating the reason for the requested leave and the expected duration.

#### **SECTION E - Intent to Return**

An employee, on an approved leave of absence, shall notify the District of his/her intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.

#### **SECTION F - Return From Leave**

An employee on an approved leave of absence for one year or less, or on sick or extended illness leave, will be returned to the same position or a position generally comparable to the position held when the leave began unless such a position does not exist. If the same or comparable position does not exist, or the employee has been on leave (other than sick or extended illness leave) for more than one (1) year, the employee shall assume the position of the least senior employee in the employee's classification for which the employee is qualified, providing the employee being bumped has less seniority than the employee returning. If the employee returning from leave does not have sufficient seniority to obtain a position, he/she shall be placed on layoff status. If the salary schedule has changed during the period of the leave, the employee will receive the increase based on his/her service record.

#### **SECTION G - Extensions**

Extensions for all leaves may be granted at the will of the Board.

### **ARTICLE XVII: No Strike**

The Association and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Employer by any employee or group of employees.

### **ARTICLE XVIII: Negotiations Procedure**

#### **SECTION A - Procedures**

Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators.

**SECTION B - Bargaining Teams**

Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

**SECTION C - Final Agreement**

There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed, at the equally shared expense of the Employer and Association, within thirty days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer.

**SECTION D – No Child Left Behind**

The Association and the Employer agree to negotiate in good faith any changes in this Agreement required to comply with the No Child Left Behind Acts (NCLB/Elementary and Secondary Education Act), provided; however, that any employees who must meet such requirements shall do so at the time any such requirements become effective.

Any employee who has a position that requires the employee to be "highly qualified" as defined in NCLBA/ESEA will be paid at the paraprofessional classification rate.

The district will allow an employee appropriate release time to taken any and all necessary tests to become qualified under NCLB. The district will also allow employees of the unit to present a H.O.U.S.S.E portfolio for recognition of job qualifications.

<b>ARTICLE XIX: Extent Of Agreement</b>
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**SECTION A - Complete Agreement**

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

**SECTION B - Severability**

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

**SECTION C - Practices**

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual bargaining unit member's contracts heretofore in effect. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

**SECTION D - District Reorganization**

During the life of this Agreement, if annexation, consolidation, or reorganization with one or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance.

**SECTION E – Emergency Financial Manager**

If an Emergency Financial Manager (EFM) is appointed by the State of Michigan under PA 4 of 2011, the manager may reject, modify or terminate the Collective Bargaining Agreement according to terms and conditions of the law.

**ARTICLE XX: Bus Driver Provisions****SECTION A - Vacancies, Assignment, Transfer and Extra Runs****1. Vacancies**

All new or existing routes or runs that become vacant or open during the school year will be filled on a temporary basis by the transportation supervisor for the remainder of that school year. All temporary assignments will be made in writing to the individual indicating the present position and status of the employee.

Prior to the beginning of each school year, all vacant or newly created routes will be placed up for bid and will be filled on the basis of classification seniority and qualifications from among the applicants.

All vacancies will be posted for a period of seven (7) work days in a conspicuous place in the transportation office and in each school building in the district. Employees interested in the vacant or newly created routes must apply in writing to the transportation supervisor within five (5) work days of the last official posting date.

The bus driver with the most classification seniority applying for the open position who meets the requirements and qualifications shall be awarded the vacant position.

**2. Assignment**

All bus drivers who drove for Hudson Area Schools at the conclusion of the previous school year shall return to their assigned bus run or runs in the fall of the ensuing school year, except those assigned on a temporary basis, and except in those cases where the driver bids on and is assigned any vacant or new bus run or runs. Exceptions to this assignment procedure may be made by the district in those situations where such exception is warranted pursuant to Article IX, Section F.

Regular runs will be based on 1.5 hours in a.m. and 1.5 hours in p.m. and will consist of a daily pre-trip inspection completed by the driver assigned to the bus. Special education runs will be based on 2.25 hours in a.m. and 2.25 hours in p.m. Vo-Tech run will be based on 3.5 hours. No driver shall be allowed to drive or be assigned the drive Vo-Tech and Special Ed concurrently in the same school year. Only bus drivers by classification will drive runs and trips.

**3. Extra Runs**

The following bus runs are classified as extra runs for bidding purposes: Vo-Tech,. All remaining runs are to be assigned to available drivers on the basis of seniority by the transportation supervisor.

**ARTICLE XX: Bus Driver Provisions**

Each bus driver will be provided the opportunity to have one (1) extra run based on classification seniority. When each driver has accepted or declined his/her opportunity to be assigned an extra run, all remaining extra run positions will be posted for bidding. All bidding for extra runs will take place prior to the start of each school year.

Posting and bidding for extra runs will follow the procedure for vacancies, set forth in Section A. 1. above.

**4. Transfer**

In addition to Article IX, Section F, the transportation supervisor has the final authority to transfer any driver at any time to a route, run, extra trip, or vehicle other than the one selected by the driver or originally assigned by the supervisor, when the supervisor deems it is in the best interest of the school district to make such a change pursuant to the procedures of Article IX, Section F. Examples of such required changes may be due to the physical nature or length of the route or extra trip, characteristics or problems of the vehicle, or composition of the student load including special education runs.

**SECTION B - Distribution Of Extra Bus Trips**

1. Extra bus trips are defined as those bus trips not normally scheduled on a daily basis, e.g., field trips, sports activities, etc. *These trips will be given to the Transportation Supervisor who will then distribute them to the drivers on a weekly or as needed basis according to the outlined procedure below in number(s) 2, 3, and 4.*
2. At the beginning of each school year, all bus drivers shall indicate in writing to the transportation supervisor on forms provided by the Employer if they desire to be placed on the extra trip list so that the transportation supervisor will have an available listing of all the bus drivers who desire to make the extra bus trips. An employee may also be dropped from the extra trip list at any time once during the school year by requesting such form from the transportation supervisor and by submitting the proper application in writing to the transportation supervisor.
3. When extra bus trips are to be scheduled, the Transportation Supervisor shall contact the bus driver with the highest classification seniority except drivers assigned to Vo-tech on the extra trip list first. The driver has a two hour period to respond to the Transportation Supervisor from the time of the initial communication (personal contact, phone call, text, message, etc) from the Transportation Supervisor is made to the driver. Then, as additional extra bus trips become available, the transportation supervisor shall continue to go down the entire extra trip list until each bus driver has either run an extra bus trip or has had the opportunity to take an extra bus trip. When all of the bus drivers on the extra trip list have either driven an extra bus trip, or have been asked and refused to take an extra bus trip, the transportation supervisor shall then once again go to the most senior bus driver including Vo-tech drivers on the extra trip list and again continue

to rotate all the extra bus trips according to classification seniority among all the bus drivers on the extra trip list. When extra trips are scheduled for and accepted by a bus driver, the transportation supervisor may obtain a substitute driver for any regularly scheduled runs which the driver may miss because of time conflicts.

4. Notwithstanding the foregoing, the Employer reserves the right not to assign an extra bus trip to a driver becoming eligible for overtime pay. If a driver is denied an extra trip for this reason, the driver will still be eligible for the next trip, which would not require overtime.
5. In the event that all of the bus drivers on the extra trip list refuse the extra bus trip(s), the Employer may require bus driver(s) on the extra trip list with the least classification seniority to take the extra bus trip(s).
6. When there are not enough bus drivers on the extra trip list to meet the needs of the Employer, the Employer may then require the driver(s) with the least classification seniority, whether on the extra trip list or not, to take the extra bus trip(s) or may use substitute drivers in the Employer's discretion.
7. If an extra trip is canceled and rescheduled, the driver will be given the rescheduled trip if available to drive.
8. Extra trips may be traded among drivers with transportation supervisor approval in advance. Trips that cannot be taken will be turned back in to the Transportation Supervisor.
9. A driver scheduled to drive an extra trip that conflicts with a regular bus run will be paid only the extra trip pay.
10. Trip rotation shall run from July 1<sup>st</sup> to June 30<sup>th</sup>. During summer break when school is not in session, the supervisor will make an effort to contract the next driver on the trip rotation list. If the supervisor is unable to reach that driver, the supervisor will try to contact the next driver on the list, etc., until the trip has been accepted. The supervisor will keep a log of all contacts made during summer break. Decisions made concerning distribution of extra trips shall not be the subject of a grievance.

### **SECTION C - Breakdown Time**

When a bus driver must wait on his/her run because of a bus breakdown, being stuck, or a similar reason, he/she will be paid at the minimum wage rate per hour in addition to his/her amount for the regular run for the time required beyond that for which he/she is already compensated. Any down time while at work due to weather delay will be paid at the minimum wage rate.

### **SECTION D - Driving Requirements & Alcohol/Drug Testing**

1. Bus drivers must pass all required exams and be fully licensed to meet all school bus driver requirements.
2. a. Alcohol and controlled substances testing of covered employees will be as required by the omnibus Transportation Employee Testing Act of 1991 ("Act") and the federal Controlled Substances And Alcohol Testing Regulations

("Regulations"). All testing (random, reasonable suspicion and post-covered accident) shall be in accordance with the Act and Regulations.

- b. In addition to educational information, present covered employees will receive a minimum of one (1) hour of paid initial in-service training prior to April 1, 1996. Pay for such in-service is as per Article XI, Section D. Bi-annual follow-up in-service training in conjunction with the L.I.S.D. - hosted in-service training may be provided.
- c. HESPA has the right to send one representative to any training session conducted for supervisors or other managers as required by the Act. Attendance will be without pay or reimbursement of any kind from the District.
- d. The time spent by a covered employee in random, post-covered accident, and reasonable suspicion testing, including the necessary travel time to/from the testing site, will be paid at a flat rate of \$21.00, unless the employee, after final determination, tests positive for any of the tests. In addition, covered employees will be paid, absent positive tests as indicated above, one-half the regular rate for any regular bus run missed because of testing.
- e. To the extent practical, testing notification to a covered employee will be in writing.

#### **SECTION E - Transporting By Other Than Bus**

Nothing shall preclude the transportation of students by individuals other than bus drivers in private vehicles or a school van when determined appropriate by the Employer.

#### **SECTION F - Bus Routes**

No changes of stops or in direction of routing shall be made by anyone other than the transportation supervisor once the route has been established. A driver may request a change in routing, in writing, to the transportation supervisor, who is to reply to said request within five (5) working days of receipt such a request. The request is to state the old route, the new route requested, and reasons for the change. When students move out of or into the district, stops will be added or dropped to accommodate these students, and the transportation supervisor is to be notified in advance, in writing, of such proposed change of stops and the reason for such change.

#### **SECTION G - Vehicle Maintenance**

Each driver is responsible for scheduling the vehicle to which he/she is assigned for regular maintenance checks and servicing (grease jobs, oil changes, etc.). Each driver is also responsible for maintaining the vehicle to which he/she is assigned in a clean and orderly condition (i.e., sweeping, washing, etc.).

#### **SECTION H - Maps**

It shall be the responsibility of every driver to submit to the supervisor an accurate map depicting the specific routes his/her respective buses cover within two (2) weeks of the start of the school year. A separate map shall be submitted for each route the driver has. Maps must indicate the streets and approximate location of all his/her designated pick-up points. Accompanying the maps must be the names, addresses, and phone numbers of every student that is transported. The driver must turn in information to the Transportation Supervisor within

the first week of each trimester. It is the responsibility of the driver to maintain records on a regular basis throughout the school year for safety reasons and route issues of students. Each driver will be compensated at the rate of ten (10) dollars upon completion of mapping at the end of each trimester.

**SECTION I - Miscellaneous**

1. On all extra trips, the driver will be paid the extra trip hourly rate from the time they leave school to the time they return to school. Each driver is required to complete one pre-trip inspection per day, per bus assigned. If a driver is required to switch a bus, they are required to complete a pre-trip inspection for that bus in addition to the run time.
2. The Employer will pay the cost of the Commercial Driver's License (CDL) for each driver. However, if the driver terminates employment within two years of such payment, a pro rata amount will be deducted from the driver's pay.
3. The Employer will reimburse the driver for the cost of training, exams, and physicals as required by State regulations.

**ARTICLE XXI: Miscellaneous**

**SECTION A - Absence**

Any employee who is unable to report for work must notify the appropriate supervisor as soon as possible but in no event later than one (1) hour (except in the case of an emergency) prior to the employee's reporting time so that a substitute can be obtained or other arrangements can be made. This must in accordance to the language in Article XV.

**SECTION B - Resignation**

Any employee who resigns from employment shall give at least two (2) weeks written notice to the employee's supervisor.

**SECTION C - Job Descriptions**

The Board, following suggestions from employees covered by the job description, shall develop and/or revise job descriptions for all positions and provide each unit employee with a copy of his/her job description. The job description will include the job title, minimum requirements, and statement of required tasks and responsibilities.

**SECTION D - New Positions**

The terms and conditions of employment of any newly-created bargaining unit positions which are not addressed in the contract will be subject to negotiations at the time they are created.

**ARTICLE XXII: Association Dues, Agency Shop, And Payroll Deductions**

**SECTION A**

Those employees who are members of the Association as of the date of ratification of this Agreement by the Board, as evidenced by currently valid signed membership forms provided to the Employer by the Association, or any new hire employed after the date of ratification of this Agreement by the Board shall, as a condition of employment, on or before the ninety-first (91st) calendar day from the date of commencement of duties or on or before the ninety-first (91st) calendar day of the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association of a legally permissible amount determined in a legally permissible manner (which shall not exceed the amount of dues uniformly required of members of the Association, less any amounts not permitted by law). An employee may authorize payroll deduction for such dues or service fee in writing. Such authorization shall continue in effect until revoked. In the event the employee shall not pay such dues or service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; and at the request of the Association, deduct the service fee from the employee's wages and remit the same to the Association.

An employee who tenders or authorizes the deduction of membership dues or service fees shall be deemed to meet the conditions of this article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees. It is specifically agreed that those employees who are not members of the Association at the time of ratification of this Agreement by the Board are "grandfathered" and do not have to pay dues or a service fee as a condition of employment.

#### **SECTION B**

The Association shall be responsible for maintaining a due process procedure for non-members to determine how their fee is utilized and to provide non-members an expeditious and impartial hearing regarding any objections. The Association has established the "Policy Regarding Objections to Political - Ideological Expenditures" for that purpose. The remedies set forth in said procedure shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting non-member employee concerning the application and interpretation of this article shall be subject to the grievance procedures set forth in this Agreement or any other administrative or judicial procedure. The Association shall provide to all non-members, and to the Board upon request, copies of the Association's Policy and procedures.

#### **SECTION C**

The Association will certify annually to the district, fifteen (15) days prior to the date of the first payroll deduction in September, the amount of dues and the amount of the service fee to be deducted by the district, and that said service fee includes only those amounts permitted by this Agreement and by law.

#### **SECTION D**

The Employer shall deduct one-tenth (1/10) of annual membership dues or annual service fees from the regular paycheck of each employee each month for ten (10) months, beginning in September and ending in June of each year. Such amounts shall be remitted to the Association by the fifteenth (15th) day of the month following the month in which such deductions were made.



**SECTION E**

The Association shall indemnify and save the district harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the school district in reliance upon information furnished to the school district by the Association in the course of enforcing this article. Further, the Association agrees to indemnify and save the district, the Board of Education, individual members of the Board of Education, individual administrators, employees, and agents harmless against any and all claims, demands, costs, suits, claims for attorney fees, or other forms of liability including unemployment compensation costs, as well as all court and/or administrative agency costs, that may arise out of or by reason of action by the district or its agents for purposes of complying with the Association security provisions of this Agreement.

Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, the Association security and payroll deduction provisions of this article, as set forth above, shall immediately be considered inoperative and severed from this Agreement.

**SECTION F**

If any court of competent jurisdiction or administrative agency holds that this article and/or its concept is (are) invalid, illegal, or unconstitutional, or that it violates any federal or state law, or that it is in conflict with any federal or state law; or if the state Legislature enacts a law forbidding such article and/or its concept, or any part thereof (which this article does not conform to or with), this article shall be null and void.

**SECTION G**

Upon appropriate written authorization from the employee, the Employer shall deduct from the wages of any such employee and make appropriate remittance for credit unions, savings bonds, tax-deferred annuities, or any other plans or programs jointly approved by the Association and the Employer.

**ARTICLE XXIII: Duration Of Agreement**

This Agreement shall be effective as of July 1, 2011 and shall continue in effect until the 30<sup>th</sup> day of June, 2014.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this \_\_\_\_\_th day of \_\_\_\_\_, 2012.

**For The Employer:**

Michael Robene

Ry L. Mung

**For The Association:**

Cori Birtles

Over Leeds

Debra C. Reed

This contract, 2012-2014, includes the following:

1. Wage freeze and step freeze for 2011-2012
2. Wage reduction of 1% for 2012-2013 (except for mechanic due to insurance concession: if the mechanic moves to Plan A insurance during 2012-2013, then the 1% reduction would take place)
3. Wage freeze and step freeze for 2013-2014

**APPENDIX A WAGE SCHEDULE**

**HESPA APPENDIX A WAGE SCHEDULE**

	2011-12 Hourly Rate Freeze	2012-13 Hourly Rate -1.00%	2013-14 Hourly Rate Freeze
<b>Aides</b>			
Start	\$ 9.96	\$ 9.86	\$ 9.86
End of Probation	\$ 11.09	\$ 10.98	\$ 10.98
<b>Paraprofessional</b>			
Start	\$ 13.03	\$ 12.90	\$ 12.90
End of Probation	\$ 14.48	\$ 14.34	\$ 14.34
<b>Head Cook</b>			
Start	\$ 11.22	\$ 11.11	\$ 11.11
End of Probation	\$ 12.48	\$ 12.36	\$ 12.36
<b>Kitchen Aide</b>			
Start	\$ 10.55	\$ 10.44	\$ 10.44
End of Probation	\$ 11.75	\$ 11.63	\$ 11.63
<b>Secretary/Classification</b>			
Start	\$ 11.59	\$ 11.47	\$ 11.47
End of Probation	\$ 12.81	\$ 12.68	\$ 12.68
<b>Mechanic</b>			
Start	\$ 17.62	\$ 17.44	\$ 17.44
End of Probation	\$ 19.62	\$ 19.42	\$ 19.42
<b>Bus Driver</b>			
Start	\$ 14.92	\$ 14.77	\$ 14.77
End of Probation	\$ 16.62	\$ 16.45	\$ 16.45
<b>Special Education AM and PM Runs</b>			
	\$ 14.92	\$ 14.77	\$ 14.77
	\$ 16.62	\$ 16.45	\$ 16.45
<b>Vo-Tech</b>			
	\$ 14.92	\$ 14.77	\$ 14.77
	\$ 16.62	\$ 16.45	\$ 16.45
<b>Extra/Athletic Trips</b>			
	\$ 12.91	\$ 12.78	\$ 12.78
<b>Wash Bus-1/week</b>			
	\$ 10.73	\$ 10.62	\$ 10.62
<b>Mapping</b>			
	\$ 15.00	\$ 10.00	\$ 10.00
<b>Drug Testing</b>			
	\$ 21.00	\$ 21.00	\$ 21.00

**Appendix A – Wage Schedule (cont.)**

**Longevity Pay**

Beginning with the 2005-06 school year longevity pay (measured from first day of work in any classification or combination of classifications) will be made as follows:

- After 10 years worked - 10 cents per hour
- After 15 years worked - an additional 10 cents per hour
- After 20 years worked - an additional 15 cents per hour
- After 25 years worked - an additional 15 cents per hour

**Tax Deferred Annuity/Other Deductions**

All tax deferred annuity and all other deductions will be equalized among all paychecks.

**CLASSIFICATIONS:**

- Aides
- Paraprofessionals
- Head Cook
- Kitchen Aide
- Secretary
- Mechanic
- Bus Driver

**DEPARTMENTS:**

- Aides/Paraprofessionals
- Food Service
- Secretarial
- Transportation

All annual rates will be in effect for the fiscal year period July 1 to June 30.



**LEVEL II**

Employee's statement why Level I disposition is not acceptable: \_\_\_\_\_

\_\_\_\_\_

Association's Position: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Association's Signature Date

Date received by Superintendent: \_\_\_\_\_

Disposition by Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Superintendent's Signature Date

**LEVEL III**

Employee's statement why Level II disposition is not acceptable:

\_\_\_\_\_

Association's Position: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Association's Signature Date

Date received by Secretary of Board: \_\_\_\_\_

Disposition by Board of Education: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Secretary's Signature Date

**LEVEL IV**

Arbitration or Mediation

Date submitted to Arbitration or Mediation: \_\_\_\_\_