

**AGREEMENT**

between

**HESPERIA COMMUNITY SCHOOLS**

and the

**MICHIGAN EDUCATION ASSOCIATION**

and its Local Affiliate the

**HESPERIA EDUCATION SUPPORT PERSONNEL ASSOCIATION**

Effective: July 1, 2012, through June 30, 2013

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## AGREEMENT

This Agreement made and entered into this 1<sup>st</sup> day of July, 2012, by and between Hesperia Community Schools, hereinafter referred to as the "Employer," and the Michigan Education Association and its local affiliate, the Hesperia Education Support Personnel Association, hereinafter collectively referred to as the "Association."

## RECOGNITION

**Section 1.0. Collective Bargaining Unit.** The Employer hereby agrees for the term of this Agreement to recognize the Association as the exclusive representative for the purposes of collective bargaining in respect to wages, hours of employment and other conditions of employment for all of the employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of Hesperia Community Schools while employed in the classification of secretary, aide, teaching assistant, custodian, maintenance person, housekeeper, bus driver, and cook; but excluding all professional employees, teachers, supervisors (including supervisor of food service, supervisor of building and grounds maintenance, and supervisor of transportation and maintenance), bookkeeper, temporary employees, casual employees, confidential employees and all other employees.

In addition, the Employer agrees during the term of this Agreement not to negotiate with any other labor organization as the exclusive bargaining representative of the employees in this collective bargaining unit.

**Section 1.1. Definitions and Employee Coverage.** For purposes of the recognition granted the Association and for purposes of this Agreement, the following definitions shall be applicable:

Full-time employee: A full-time employee is an employee who is working at least thirty-five (35) hours per week on a regular schedule in a position classified as permanent, which position is normally scheduled to work twelve (12) months per year.

Full-time school year employee: A full-time school year employee is an employee who is working at least thirty-five (35) hours per week on a regular schedule in a position classified as permanent, which position is normally scheduled to work the school year as set by the school calendar.

Regular part-time employee: A regular part-time employee is an employee who is working less than thirty-five (35) hours per week on a regular schedule in a position classified as permanent, which position is normally scheduled to work the school year as set by the school calendar.

Part-time year round employee: A part-time year round employee is an employee working less than thirty-five (35) hours per week on a regular schedule in a position classified as permanent, which position is normally scheduled to work twelve (12) months per year.

Irregular employee: An irregular employee is an individual not included within the above definitions of full-time, full-time school year, regular part-time, or part-time year round employee who is working on any other basis, including temporary, casual or seasonal.

The number of hours in a bus driver's regular schedule shall be determined by the number of runs that employee is regularly assigned to perform, with each run being timed at the start of each year. In the event that an employee's status is to be changed because of reduced or increased working hours, the Employer will advise the Association prior to the effective date of the change in status.

**Section 1.2. Irregular Employees.** The Employer reserves the right to hire and utilize irregular employees and volunteers from time to time. These employees and volunteers are not within the recognition granted the Association and are not covered by the terms of this Agreement, but the performance of work for the Employer by such individuals shall be permitted and not constitute a violation of this Agreement even if they are performing work that is normally performed by members of this bargaining unit; provided, however, that such individuals shall not be hired or utilized so as to cause a full-time, full-time school year, regular part-time, or part-time year round employee to be laid off or lose time from their regularly scheduled hours.

Before the district hires non-bargaining unit members ("irregular employees' and substitutes) all bargaining unit members who are regularly scheduled for less than eight hours / day and who notify their supervisor that they are interested in additional work time (sign the additional work rotation list) will be offered additional work time (irregular work and substitute work) up to eight hours of work per day. The district is not obligated to offer additional work hours that will require overtime pay. The additional work hours of this provision shall not singly entitle an employee to insurance benefits.

Provided the work can be scheduled among bargaining unit members without disrupting the employee's regular work schedule, the district will schedule additional work (irregular employee hours and substitute work) among the district's part-time bargaining unit members who have placed their name on the additional hours work list and agree to do the work before assigning the work to an irregular employee or substitute. The district's regular employees will have first option of working eight hours/day before the hours are assigned to an irregular employee or substitute.

Any employee who works less than full-time and wishes to be offered additional work assignments may contact his/her supervisor to place his/her name on the "additional hours work — employee rotation list." This list will be made each September and employees may add or delete their name at any time.

Employees will be contacted and offered additional work in the order of seniority (start with most senior) and the employee(s) who accept(s) the work will rotate to the bottom of the list. Work will first be offered to employees within the classification and if no classification employee is able to do the work, it will be offered to those interested bargaining unit members outside the classification. The rate of pay for employees who fill a substitute position per this section (1.2) shall be the regular base rate of pay for the position being filled (see Letter of Agreement attached). This work rotation shall not apply to irregular summer work assignments. The summer work shall be per the contract 4.6.

## REPRESENTATION

**Section 2.0. Collective Bargaining Committee.** The Employer agrees to recognize a Collective Bargaining Committee selected or elected by the Association from employees covered by this Agreement who have seniority. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Association may also be present during collective bargaining negotiations.

**Section 2.1. Grievance Committee.** The Employer agrees to recognize a Grievance Committee selected or elected by the Association from employees covered by this Agreement who have seniority. It shall be the function of the Grievance Committee to act in a representative capacity for the purpose of processing grievances. When it is necessary for a member of the Grievance Committee to leave assigned duties to process a grievance, the member of the Grievance Committee shall request to be released from assigned duties. Upon such a request, the supervisor will release the member of the Grievance Committee from duties, provided that such a release will not interfere with the orderly and efficient operation of the Employer. The member of the Grievance Committee shall return to assigned duties as promptly as possible and shall advise the Grievance Committee member's supervisor of the return to duty.

**Section 2.2. Alternate Grievance Committee and Collective Bargaining Committee Members.** Alternate members of the Grievance Committee and of the Collective Bargaining Committee may be selected or elected by the Association from employees covered by this Agreement who have seniority. Alternate members of the Grievance Committee and of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected members of the Grievance Committee and of the Collective Bargaining Committee, and such alternate members shall have the same rights, duties, limitations and obligations as the regular selected or elected members of the Grievance Committee and of the Collective Bargaining Committee during the period of replacement.

**Section 2.3. Identification of Association Representatives.** The Employer shall be informed in writing of the names of the Association's officers, members of the Grievance Committee and of the Collective Bargaining Committee, alternate members of the Grievance Committee and of the Collective Bargaining Committee, or non-employee representatives of the Association, and any changes therein, as soon as practicable upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

**Section 2.4. Special Conferences.** Special conferences for important matters of mutual concern may be arranged at the request of either party. Arrangements for such conferences shall be made in advance and shall normally be limited to the topics presented when such arrangements are made. The parties reserve the right to name their own representatives at such conferences. Arrangements for such conferences shall be made as far in advance as possible, and such conferences shall be scheduled within ten (10) days following the request for a conference.

**Section 2.5. Bargaining and Special Conference Time.** Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Association and the employees which it represents. Employees shall not normally be paid for time spent in these activities, but the Employer reserves the right to pay employees at their regular straight time rate of pay for all time lost from their regular scheduled hours if it



requests to schedule these activities during working hours. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer.

**Section 2.6. Association Access.** Authorized representatives of the Association may visit school property at reasonable times for the purposes of administration of this Agreement.. In the event that the Association representatives deem it necessary to visit school property during working hours, the Association agrees that its representatives shall advise the building administration's office of their need to be on school property upon their arrival and that such visits shall not interfere with the operations of the Employer and the work being performed by the employees,

**Section 2.7. Use of Employer Facilities and Equipment.** The Association shall have the right to use Employer premises for meetings in accordance with the Employer's normal scheduling practices. The Association shall also have the right to use Employer equipment such as typewriters, mimeograph machines and other duplicating equipment at reasonable times when the equipment is not otherwise in use. The Association shall pay for any extra maintenance or custodial cost incurred in the use of the Employer's premises for meetings and the reasonable cost of all materials and supplies incidental to equipment use. Xerox copies may be charged at \$.10 per page.

**Section 2.8. Association Information Requests.** Upon reasonable request, the Employer shall make available to the Association information necessary to assist it in the processing of grievances, administration of the Agreement and the negotiation of successors to this Agreement.

### **ASSOCIATION SECURITY\***

**Section 3.0. Association Service Fee.** All employees included in the collective bargaining unit set forth in Section 1.0 shall, as a condition of employment, be a member in good standing of the Association or pay to the Association a service fee pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. This obligation shall commence thirty-one (31) days after the execution of this Agreement, or the completion of an employee's first thirty-one (31) days of employment, whichever is later. The service fee shall not exceed the amount .of yearly dues collected from Association members. The Association shall advise all employees and the Employer in writing of the amount of its dues and any changes thereto. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Section relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to nonmembers of the fee that given school year. In such event, it is understood that the employee remains obligated for the entire yearly service fee.

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\*The Association Service Fee provision will be modified as necessary if Public Act 53 is found legally valid.

The Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to bargaining unit members who are not members in good standing of the Association. The remedies set forth in such policy 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 an objecting bargaining unit member concerning the application and interpretation of this Section shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

**Section 3.1. Failure to Pay Service Fee.** In the event that a bargaining unit member fails to pay a required service fee directly to the Association or to authorize payment of the service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Association shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. This notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Association may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for the service fee, The Employer agrees to impose a mandatory deduction for the service fee if it determines that the employee has not paid a required service fee in an amount established by the Association.

**Section 3.2. Payment of Service Fees.** During the term of this Agreement, the Employer agrees to deduct service fees and Association membership dues, assessments and contributions from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check-off authorization in a form which shall be supplied by the Association. Any written authorization which lacks the employee's signature will be returned to the Association. An employee may pay their service fee directly to the Association or may authorize payment through this payroll deduction program.

All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation or Association membership dues, assessments and contributions owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Association at an address authorized for this purpose within twenty (20) days following deduction.

If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.

The Employer also agrees to allow the use of the payroll deduction process for such other payments as it may approve.

**Section 3.3. Indemnification.** The Association agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of action taken by the Employer pursuant to Sections 3.0, 3.1 and/or 3.2. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with these sections, the Employer agrees:

- (a) to give timely notice of such action to the Association and to permit the Association to intervene as a party if it so desires, and
- (b) to give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

As long as there is no conflict between the positions of the Employer and the Association, the Employer agrees to allow the Association to defend it in the action at the Association's own expense and through counsel of the Association's choice.

### **MANAGEMENT RIGHTS**

**Section 4.0. Management's Rights.** It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the Hesperia Community Schools in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of school buildings, operations and departments to be operated and their locations; to eliminate, combine, or establish departments; to determine the number of personnel required; to establish and change employee work schedules; to eliminate, establish or combine classifications; to determine the number of supervisors; to hire personnel; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to study and use different methods, processes or machines; to use outside assistance or engage independent contractors either inside or outside of the Employer's facilities; to establish job descriptions; to make judgments as to the skill and ability of employees; to promote, demote, discipline, discharge, layoff or recall personnel; to establish and revise work rules and safety rules from time to time; and in all respects to carry out the ordinary and customary functions of management. All such retained rights may be exercised by the Employer without prior bargaining or notice to the Association; provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement.

**Section 4.1. Rules and Regulations.** The Employer has the right to establish rules and regulations not inconsistent with the provisions of this Agreement. The Employer shall, notify the Association of the existence of all new or revised rules and regulations and copies shall be made available to the Association for inspection and review if such rules and regulations concern working conditions. If the Association believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed.

**Section 4.2. Discipline.** The Employer agrees that discipline shall be for just cause. For purposes of this Agreement, discipline shall include all actions of the Employer that can

adversely affect an employee's future employment, such as reprimands, suspension with or without pay, or discharge. Discipline shall not normally be administered for off-duty actions unless the action relates to or affects the performance by the employee of his/her assigned duties.

**Section 4.3. Discipline Procedures.** The Employer agrees to notify an employee of the specific reasons for any discipline. In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have an Association representative present at the interview. The Employer shall allow an Association representative to be present during the administration of discipline upon request of an employee, but shall not be required to withhold the administration of the discipline more than twenty-four (24) hours in instances where an Association representative is not readily available; provided, however, that the Employer shall not be prevented from administering immediate suspension or discharge by the unavailability of an Association representative in appropriate circumstances.

**Section 4.4. Subcontracting.** The parties recognize that the Public Employment Relations Act controls the duty to bargain over subcontracting of work performed by bargaining unit employees, and agree that this collective bargaining agreement contains no provisions authorizing the Employer to subcontract work performed by bargaining unit employees nor does it contain any provision prohibiting the subcontracting of such work. In addition, the parties agree that this collective bargaining agreement does not constitute a waiver by the Association of any of its rights to bargain over subcontracting decisions.

**Section 4.5. Snowplowing Assignment.** Maintenance, custodial and bus driver employees may volunteer to perform snowplowing work.

Snow plow work will be posted as a position in the fall each year. Any interested employee who signs up for the work will be considered a volunteer and the Employee's name will be added to the snowplowing list of employees eligible for snowplowing assignments. Volunteers will be selected to work based upon their seniority in the classification order shown above (Maintenance classification called before mechanic, etc.), the senior employee will be called first for weekday work. On weekends the calls shall be made from the volunteer list beginning with the senior volunteer each time.

The supervisor in charge will call bargaining unit members on the list when it is determined there is a need to plow.

Employees who refuse snowplowing work when called may be removed from snowplowing work at the discretion of the Employer.

Mechanic and Maintenance personnel will have priority on snowplowing assignments over other bargaining unit members.

Bargaining unit members on the volunteer list will be offered the snowplow work before any non-bargaining unit employee does any plowing. Supervisors may assist in snow plowing provided that before a supervisor begins plowing, the bargaining unit members on the volunteer list have been called to come in and plow.

When a bargaining unit member is called to plow, the supervisor is to indicate the start time.

In no event is the bargaining unit member to be scheduled for less than four hours of snow plow work when a supervisor begins plowing before the bargaining unit member's plowing time begins. If no member accepts the snow plowing assignment, the district shall not be limited by this language for the current assignment.

In the event that a bargaining unit member begins plowing before a supervisor begins plowing, a supervisor may assist in the snow plowing when it is clear that the work will not be able to be finished by the bargaining unit member(s) in time for the start of the school day.

If no member accepts the snowplowing assignment, the district shall not be limited by this language for that current assignment.

**Section 4.6. Summer Work – Irregular Employees.** Bargaining unit members may volunteer to perform summer work only if they are not scheduled to work during the summer break period as a part of their regular school year work schedule. Employees wishing to volunteer may place their names on a summer work list each year in order to become eligible for this assignment. If the district does call upon employees to work, volunteers will be selected based on their seniority, the senior employee being first called.

Regularly employed Custodian bargaining unit members may volunteer to perform summer work if they are not regularly scheduled to work during the hours the summer work is scheduled or needed. This summer work shall be considered in addition to the Employee's regular work and shall not be considered regular assigned work for the purpose of calculating benefits and vacation. The parties agree that the Employee assigned summer work shall not have a claim to insurance benefits or vacation accrual based on the additional hours of work assigned as summer work under Section 4.6. The Employee shall be paid his/her regular rate of pay and all applicable overtime for the summer work that is in addition to his/her regular year round work assignment.

#### **WORK STOPPAGES AND ILLEGAL ACTIVITY**

**Section 5.0. Continued Work Pledge.** During the term of this Agreement, employees covered by this Agreement will not engage in any strike, walk-out, sit-in, or any other activities that result in the curtailment of work or the restriction or interference with the Employer's operation.

#### **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 6.0. Definition of Grievance.** For purposes of this Agreement, a grievance shall be defined as a complaint arising during the term of this Agreement filed by an employee covered by this Agreement or by the Association concerning the application and interpretation of a provision or provisions of this Agreement.

**Section 6.1. Grievance Procedure.** All grievances shall be handled in the following manner:

**Step 1. Oral Procedure.** An employee with a complaint shall discuss the matter with their immediate supervisor, or designated representative, within ten (10) working days from the time of the occurrence of the events giving rise to the complaint or within ten (10) working days from the time the employee involved first knew or could have known of the facts giving rise to the complaint. A member of the Association's Grievance Committee may be present at this meeting, if requested by the employee. A request for

a member of the Grievance Committee to participate in the discussion of a grievance shall be made by the employee to the immediate supervisor or designated representative, who shall make proper arrangements as soon as convenient. The immediate supervisor or designated representative will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure. If the complaint is not satisfactorily settled in the Step 1 Oral Procedure, the complaint shall be reduced to a written grievance within ten (10) working days from the time of the giving of the supervisor's oral answer in Step 1. The grievance shall be signed by the employee or a member of the Grievance Committee and shall indicate the section or sections of this Agreement in dispute and shall set forth the facts giving rise to the complaint. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the employee's immediate supervisor or designated representative. The immediate supervisor or designated representative, the employee involved, and a member of the Association's Grievance Committee if requested by the employee, may discuss the grievance. The immediate supervisor or designated representative shall place a written disposition upon the grievance within five (5) working days following the date the grievance was submitted at this step and return it to the employee. A copy of the written disposition shall also be provided to the Association.

Step 3. Written Procedure - Superintendent. If a grievance is not resolved in the Step 2 Written Procedure, the grievance may be submitted to the Superintendent within five (5) working days after receipt of the immediate supervisor's written disposition in Step 2. The Superintendent, the employee involved, and the Chairperson of the Association's Grievance Committee shall meet to discuss the grievance. The Superintendent shall place a written disposition on the grievance within ten (10) working days following the date the grievance was submitted at this step and return it to the employee. A copy of the written disposition shall be provided to the Association.

Step 4. Written Procedure. If a grievance is not resolved in the Step 3 Written Procedure, the Association may submit the grievance to the Board of Education by delivering to the Employer through the Superintendent's office a written request to the Board of Education to review the grievance within ten (10) working days following receipt of the Superintendent's written disposition of the grievance. The Board or designated representative, the employee involved, and a member or members of the Grievance Committee may meet to discuss the grievance. The Board or designated representative shall place a written disposition on the grievance within twenty (20) working days following the date of this meeting and return it to the Association.

**Section 6.2. Non-employee Representatives.** With the exception of Step 1, either party may have non-employee representatives present at any step in the grievance procedure.

**Section 6.3. Arbitration.** The Association may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's office within thirty (30) working days following the receipt of the Board's written disposition in Step 4 of the grievance procedure. If the Board fails to answer a grievance within the time limits set forth in Step 4 of the grievance procedure, the Association may request

arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's office not later than thirty (30) working days following the date the Board's written Step 4 disposition was due. The grievance may thereafter be submitted to arbitration. If the Association does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

**Section 6.4. Selection of Arbitrator.** If a grievance is to be submitted to arbitration, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Association shall strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the Association and the Employer, Each party shall pay the fees, expenses, wages, and any other compensation of its own representatives and legal counsel.

**Section 6.6. Arbitrator's Powers and Jurisdiction.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly; to rule on the discipline, layoff, recall or termination of any probationary employee; or to rule upon a specific grievance considered settled. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may request a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services from substitute employment that the employee may have received from any source during the period in question.

**Section 6.6. Arbitrator's Decision.** The arbitrator's decision shall be final and binding upon the Association, the Employer and employees in the bargaining unit; provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

**Section 6.7. Grievance Form.** The grievance form shall be prepared by the Association in a form which coincides with the Grievance Procedure established in this Agreement.

**Section 6.8. Time Limits.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association or the employees represented by the Association, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual written agreement and the period of extension must be specified in the agreement.

**Section 6.9. Time Computation.** A working day under the time procedures established in the grievance procedure shall mean calendar days excluding Saturdays, Sundays and other days

that school is not in session; provided, however, that weekdays during scheduled summer vacation periods shall be considered to be working days.

**Section 6.10. Pay for Processing Grievances.** Members of the Grievance Committee and employees necessary for the resolution of grievances shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings or arbitrations. It is understood that this provision should not be subject to abuse by the employee.

**Section 6.11. Discharge or Suspension of Grievances.** All grievances concerning discharge or suspension shall be initiated at Step 3 of the grievance procedure. A written grievance signed by the discharged or suspended employee shall be filed within three (3) working days of the employee's discharge or suspension in order to invoke the grievance procedure in such situations.

**Section 6.12. General Application Grievances.** All grievances of a general nature that affect more than one employee shall be initiated by filing a written grievance within ten (10) working days from the time of the occurrence of the events giving rise to the complaint or within ten (10) working days from the time the Association first knew or could have known of the facts giving rise to the complaint. The grievance shall be signed by a member of the Grievance Committee and shall indicate the section or sections of this Agreement in dispute and shall set forth the facts giving rise to the complaint.

**Section 6.13. Arbitration After Termination of Agreement.** Notwithstanding any other provision of this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the Employer shall continue to be obligated to arbitrate grievances arising during the term of this Agreement which were timely filed prior to the expiration of this Agreement.

## **SENIORITY**

**Section 7.0. Definition of Seniority.** Seniority shall be defined as the length of an employee's continuous service with the Employer as a member of the bargaining unit since the employee's last date of hire. An employee's "last date of hire" shall be the date upon which the employee commenced work with the Employer or the date of Board action, whichever comes first. Seniority shall commence only after the employee completes the probationary period hereinafter provided and shall be retroactive to the last date of hire. Employees who commence work on the same date shall be placed on the seniority list in order of preference determined by drawing of lots. This drawing of lots shall be conducted by the Superintendent, in the presence of the Association and the individuals concerned.

**NOTE:** Special Education (ISD) aides transferred to Hesperia Schools via the 1993 Transition Letter shall be credited with all ISD seniority per the terms of the letter (attached).

**Section 7.1. Probationary Period.** All new employees shall be considered to be on probation and shall have no seniority for the first ninety (90) days of actual work following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to his/her last date of hire. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional thirty (30) days of



actual work with the prior written approval of the Association. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Association shall report probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

**Section 7.2. Seniority List.** The Employer shall keep a current seniority list showing each employee's seniority date, current classification, and previous classifications in which the employee holds seniority. A copy of the seniority list shall be provided to the Association upon execution of this Agreement and at such times as changes to the seniority list are made. In the event that the Association disagrees with a change to the seniority list, the dispute over the change shall be resolved in accordance with the grievance procedure.

**Section 7.3. Loss of Seniority.** An employee's seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is terminated or discharged and the termination or discharge is not reversed.
- (c) If the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is for a satisfactory reason.
- (d) If the employee is absent from work for three (3) consecutive working days, unless the employee's absence is for a satisfactory reason.
- (e) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a satisfactory reason.
- (f) If the employee is convicted of a felony.

**Section 7.4. Seniority While on Leave of Absence.** Leaves of absence pursuant to this Agreement shall not constitute an interruption in continuous service.'

**Section 7.5. Transfer to Non-bargaining Unit Position.** An employee who is transferred to a position within the Employer not covered by this Agreement shall retain all accumulated seniority, but shall not accrue further seniority during the period in which they hold the non-bargaining unit position. The Employer has the sole discretion to determine if any employee transferred to a non-bargaining unit position is to be returned to the bargaining unit. An employee who is returned to the bargaining unit by the Employer after having been transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy.

## **HOURS OF WORK**

**Section 8.0. Workweek.** The workweek for FLSA purposes for all employees shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday. Third shift custodians' work week will begin no earlier than 9:00 p.m. on Sunday and end no later than 8:59 p.m. on the following Sunday. The Employer reserves the right to change the workweek whenever it determines that operating changes warrant such a change. At least thirty (30) calendar days' notice will be given for any workweek change.

**Section 8.1. Hours of Work.** The work hours for all employees shall be determined by the Employer. The normal workday for full-time and full-time school year employees shall be as follows:

- A. Custodian – eight (8) hours.
- B. Secretaries – eight (8) hours.
- C. Aides – at least seven (7) hours.\*
- D. Cooks – at least seven (7) hours.

\*Aides who work crossing guard duty will be paid for an additional twenty (20) minutes for crossing guard duty. A.M. crossing guards shall work their twenty (20) minute crossing duty in their regular seven (7) hour day; the P.M. crossing guards will work their twenty (20) minute crossing duty in addition to their regular aide hours. Aides who work crossing guard duty will have twenty (20) minutes additional pay added to their regular daily rate of pay when computing holidays, sick days, and all other paid leave days, including snow days.

The normal workweek for full-time employees is five (5) days, Monday through Friday each month of the year exclusive of holidays. The exception to this shall be that the third shift custodian normal work week is five (5) days 9:00 p.m. Sunday through 5:30 a.m. Friday.

The normal workweek for full-time school year employees is five (5) days, Monday through Friday during days that students are in attendance at school. Full-time school year employees are not normally scheduled to work on holidays and during vacation recesses as determined by the school's calendar, but may be scheduled for additional weeks of work prior to the opening of school and/or after the closing of school.

Third shift employees shall not be required to work the shift that runs into the morning of a holiday. Multiple sequential holidays will be scheduled so that the shift begins at the end of the holiday time.

The Employer may exercise the right to change the work schedule below the normal workday or workweek whenever it determines that conditions warrant such changes. The Employer will endeavor to implement any reduction in the hours to be worked by a particular classification through the layoff of employees, but reserves the right to implement the reduction in hours by a reduction in the normal workday or workweek. In the event that a reduced workday or workweek is to be implemented, the reduction shall be applied first to the least senior employee in the particular classification affected and thereafter to additional employees by inverse order of seniority. The Association will be provided with at least fourteen (14) days written notice of the Employer's determination to reduce the normal workday or workweek and a special conference will be held between the Association and the Employer to discuss the necessity for the reduction.

In the event that the Employer decides to change the work hours of a work assignment on more than a temporary or seasonal basis, i.e., a regular change that will last for more than six weeks, and increases a regular work assignment by more than 15 minutes a day (averaged over the work week) the position will be posted as a vacancy and filled as provided in section 10 of this agreement.

**Section 8.2. Overtime.** Employees wishing overtime work shall indicate their interest to the Employer by annually signing an overtime request form. Employees indicating an interest in overtime will be placed on a list, in order of seniority, starting with the most senior employee. Whenever the employer determines a need for overtime work, it will be offered to the employee at the top of the list. The employee offered the overtime will then be moved to the bottom of the list, regardless of whether the overtime was accepted or refused. If an employee refuses overtime work four (4) times within a school year (September 1 - August 30) he/she will be removed from the overtime rotation list for the remainder of that school year. The Employer reserves the right to assign necessary overtime work to the least senior employee who has the necessary skills to perform the required work if everyone ahead of him/her on the list refuses the work.

**Section 8.3. Meal Periods.** All full-time and full-time school year employees, except for custodians, will be allowed a one-half (1/2) hour meal period with pay. Custodians receive the same one-half (1/2) hour meal period, but without pay. This meal period shall be scheduled by the Employer at or near the mid-point of the scheduled day. Regular part-time employees will receive the same meal periods if they are scheduled to work six (6) or more continuous hours on a particular day. Secretaries may elect to take a one (1) hour paid break by forfeiting the two (2) fifteen minute break periods set forth in Section 8.4 below. Child care workers who work a six (6) hour shift will receive a thirty (30) minute paid lunch period. Employees shall schedule the meal period for the last one-half hour (1/2) at the end of their shift if they were unable to schedule it during the shift. If the employee's meal period is during the last one-half hour of the shift, the employee does not have to report back to the site to punch out but must indicate on the employee's time card that this early punch-out was a meal break.

**Section 8.4. Break Periods.** The Employer will provide full-time and full-time school year employees a fifteen (15) minute break period during the first half of their workday and a fifteen (15) minute break period during the second half of their workday. Regular part-time employees and part-time year round employees will receive the same break periods if they are scheduled to work six (6) or more continuous hours on a particular day. Regular part-time employees and part-time year round employees who are scheduled to work at least four hours fifteen (4:15) minutes up to six (6) hours will receive one 15 minute break per shift. (Regular part-time employees and part-time year round employees who are scheduled to work more than six hours per shift will receive breaks per shift as listed above.) Child care workers who work a six (6) hour shift will receive one fifteen (15) minute paid break period within their shift. All break periods will be scheduled by the Employer so as not to interfere with the Employer's operations.

**Section 8.5. School Closure.** In the event that the Employer determines to cancel school due to inclement weather or other circumstances, the following payment and reporting provisions shall apply:

- (a) School canceled prior to 7:00 a.m. or the normal reporting time. Employees are not to report to work, but the Employer reserves the right to require classification groups of employees to report to work to perform necessary functions or normally assigned regular work.. Employees who are not required to report for work will be paid for their regularly scheduled hours on that day as long as the cancellation of that day will not cause the employer to lose state aid payments, but shall not be paid for hours lost on days that must be rescheduled in order to avoid a loss of state aid. Employees who are called or required to report due to closing related issues or regular work that falls within the employee's regular work assignment, will be paid the employee's regular wages for the shift regardless of the state aid

payments for the day. Consideration will be given for current road conditions. Upon notice to his/her supervisor an employee will be granted up to one hour of excused time for late arrival if the employee is delayed due to school closing related road conditions.

- (b) Custodians, housekeeping, and maintenance are required to report for work for their regular work shift and will work their regularly scheduled hours for the day unless the Employee chooses to work another shift with the Employee's supervisor's approval.

After the first canceled school day, the Employer shall have the option of assigning maintenance crew personnel either to work relating to the reason for school closure or to specific maintenance tasks. Report time shall be adjusted to accommodate the driving conditions. Employees who are called to report and assigned to duties other than snow/ice removal shall be notified of the scheduled task(s) prior to 9:00 a.m., or at least one hour before the employee's shift begins..

- (c) School dismissal after 7:00 a.m. or after the employee's regular reporting time but prior to normal end of school. Employees other than custodians will be released to go home fifteen (15) minutes after the students are dismissed, but the Employer reserves the right to require individuals to work later to perform necessary functions. Employees will be paid for all hours actually worked or 100% of their regularly scheduled hours for that day, whichever is greater. Custodians are required to report for work at their regularly scheduled time and will work their regular shift unless provided otherwise as outlined in paragraphs (a) and (b) above.

**Section 8.6. Community Service Work.** Employees who serve in a community volunteer capacity such as emergency service vehicle personnel, firefighter or disaster worker will be released from duty to respond to emergency calls. Employees released from duty to respond to emergency calls shall be paid at their regular straight time rate of pay for all time lost from their regularly scheduled hours. It is understood that such release time shall be for emergencies only and shall not be utilized as a matter of routine scheduling. Employees must advise their supervisor of the need to respond for such calls and return to work promptly upon their completion.

**Section 8.7. Extra Dinner Assignments.** Cooks shall be assigned extra dinner cooking positions based on a rotation system that allows current cooks who voluntarily sign up to work extra dinners. If an employee chooses not to work when called, the employee will be considered to have been asked and the rotation will move on to the next employee on the volunteer list. Cooks who work extra dinners shall be paid for all hours worked but no less than three (3) hours at the cook's regular rate of pay plus overtime if appropriate.

**Section 8.8. Call-in Time.** Anytime that a bargaining unit member is called in to work and the minimum number of hours is not addressed in this contract, the employee shall be paid for a minimum of two (2) hours of work time at the employee's regular rate of pay with adjustment for overtime and/or holiday or weekend pay per the contract.

**Section 8.9. Custodial Event Scheduling.** All weekend and summer events must be scheduled via building use forms. Adequate custodial help will be scheduled at the time building use forms are received by custodial supervisor with all appropriate signatures in place. Cleaning required from these events shall not be left for regular shift custodians. Custodians

will be responsible for building security only during the time they are actually scheduled to be in the building.

**Section 8.10. Custodian Shifts.** Custodian employees will be scheduled for first, second, and third shifts. Volunteers will be solicited for each shift. Senior employees will be given preference for the shift the employee prefers. The least senior employees will be assigned to a shift if there are not an adequate number of volunteers. Shift assignments shall remain in place until such time as there is an opening (posting) on a shift. Shift times will be adjusted for summer break (generally all will work first shift). The winter holiday break and spring break shift assignments may be adjusted. Except in the event of an emergency, all shift time changes or shift changes for breaks listed above will be made with a minimum of ten (10) working days' notice. An employee may voluntarily elect to make the transition to a different shift by working a double shift in one work day. Unless an employee agrees otherwise, normal shift changes will be made with no less than eight hours between an employee's work shifts.

Generally, shifts will be scheduled as follows:

First shift between 7:00 a.m. and 4:00 p.m.

Second shift between 3:00 p.m. and 12:00 p.m.

Third shift between 9:00 p.m. and 6:00 a.m.

#### Third shift call-in procedure

Employees will make every effort to notify management as soon as possible when they are unable to report to their regularly scheduled shift for work.

- Step 1: Call direct supervisor (cell phone). If supervisor is unavailable, leave a voice mail message and move to 2<sup>nd</sup> contact.
- Step 2: Call alternative administrator (number will be provided to all third shift employees). If unable to contact in person or by voice, then proceed to Step 3.
- Step 3: Employee contact substitute from the substitute list provided.

### **LAYOFF AND RECALL**

**Section 9.0. Layoff.** A layoff shall be a reduction in the work force or a reduction in hours. When it is determined by the Employer that the work force is to be reduced or there is to be a reduction in hours, the Employer shall lay off employees in the following order:

- (a) The first employee or employees to be laid off shall be volunteers (if any) in the particular job classifications affected by the layoff.
- (b) The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.
- (c) The next employee or employees to be laid off shall be regular part-time and part-time year round employees (if any) in the particular job classification affected by the layoff in reverse order of seniority.
- (d) Further layoffs from the affected classification shall be accomplished by inverse order of seniority.

If the Employer finds it necessary to reduce the work hours of an employee, the Board will consult with the Association to explore alternative courses and/or explain to the Association why a reduction is necessary. If the Board reduces a position, the employee holding that position has the right to displace the least senior employee with the same number or greatest number of hours in order to maintain his/her original hours, or the greatest portion therefore, within the classification of the position affected.

In the event no position exists (cited in Recognition) whereby the employee can maintain his/her work hours, the employee may either accept the reduced hours or take a voluntary layoff.

Notwithstanding any provision of this Section, a junior employee may be retained if a more senior employee does not have the necessary qualifications, skill and ability to perform the available work.

**Section 9.1. Displacement Rights After Layoff.** Employees with seniority who are laid off shall be entitled to displace an employee in another job classification to which the employee had been previously assigned to on other than a temporary basis or a probationary employee in another job classification under the following conditions:

- (a) The laid off employee has greater seniority than the employee to be displaced.
- (b) The laid off employee presently has the necessary qualifications, skill, and ability to perform the work in the other job classification.
- (c) The laid off employee elects to exercise their displacement rights within five (5) working days of notification of their layoff.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to their former classification.

**Section 9.2. Recall.** Employees will be eligible for recall for up to two (2) years of layoff following their last day of work. When it is determined by the Employer to increase the work force after a layoff or to fill a vacancy, employees with seniority previously laid off from that classification will be recalled in order of seniority, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform the required work. In the event that there are no employees with seniority previously laid off from the classification who presently have the necessary qualifications, skill and ability to perform the required work, employees with seniority laid off from other classifications will be recalled in inverse order of layoff, provided that they presently have the necessary qualifications, skill and ability to perform the required work.

The recall procedure shall be utilized prior to posting a vacancy for bid by individuals working in other classifications. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 9.3. An employee shall not be required to accept recall to a position that is not equivalent in hours to the position previously held.

**Section 9.3. Substitute Work.** Laid off employees who wish to substitute may submit an application to the central office and will be offered substitute work by the Board as it becomes available provided there is sufficient time to contact the employee. (It is understood that in

order to fill short time-line emergencies when it is not practical to call the substitute list employees, the district is not obligated to do so.) This work shall be offered to qualified unit members in order of seniority, with the most senior qualified member being offered the work first. A bargaining unit member may remove his/her name from the substitute call list without any jeopardy to the employee's lay-off and recall status. An employee who is called and is unavailable for substitute work more than three consecutive times shall be moved to the bottom of the substitute list regardless of seniority. Employees who accept substitute work shall be paid the employee's regular rate of pay prior to lay-off for all hours worked. One hundred twenty days of substitute work shall be counted as one year of experience for the purpose of seniority and wage schedule advancement. Any laid-off employee who wishes to be on the substitute list must keep the board informed of his/her availability annually (i.e., at the beginning of each school year).

**Section 9.4. Recall Procedure.** When employees are to be recalled from layoff, the following procedures shall be followed:

- (a) The Employer shall give the employee notification of recall together with the required return to work date by certified mail (addressee only), sent to the employee's last known address.
- (b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within ten (10) working days after delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the ten (10) working days period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for emergency reasons.
- (c) Recalled employees are required to report for work on the required return to work date or within ten (10) workdays following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer.

### **JOB TRANSFERS**

**Section 10.0. Permanent Vacancies.** When a permanent job or vacancy occurs in a position previously held by a bargaining unit member, or a newly created position within the bargaining unit, notice of the job or vacancy shall be posted on the bulletin board in each building in which bargaining unit personnel work for ten (10) working days. A copy of the vacancy notice shall also be sent to each bargaining unit member who is laid off and to the Association. A permanent job or vacancy does not include vacancies caused by leaves of absence of less than one (1) year or less or positions which the Employer intends to fill for less than forty-five (45) workdays. Such vacancies shall be considered temporary vacancies and they may be filled by the Employer from any source without regard to the procedure set forth in this Section. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

The Employer shall review the qualifications of all applicants for the permanent vacancy to determine if the applicant presently has the skills and ability to perform the work in the job

classification. The best qualified applicant shall be awarded the permanent vacancy; provided, however, that if two or more applicants are equally qualified for the job or vacancy, the applicant with the greatest seniority shall be awarded the position. The Employer reserves the right to determine that none of the applicants are qualified and leave the position open or to see further applicants.

The employer will only consider applicants outside the bargaining unit if it is determined through the interview process that the internal applicants do not meet the job qualifications set forth in the posting of the position.

Bargaining unit members who do not meet the qualifications for the position will have the opportunity to request a written statement from the superintendent, or his agent, as to the reasons why the qualifications were not met.

**Section 10.1. New Job Probationary Period.** Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of sixty (60) working days in the new position to prove that they have the skill and ability to perform all the requirements of the position. The employee shall be paid at the "start" rate during this probationary period.

If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during this period upon the employee's request. Upon completion of the new job probationary period the employee shall be placed on the salary step he/she held in his/her previous classification.

**Section 10.2. Temporary Transfers.** The Employer reserves the right to temporarily transfer employees in order to meet its operational needs, but shall endeavor to keep transfers to a minimum and for a minimum period of time. In the event that there are no volunteers, the Employer shall assign the least senior employee who is qualified for the temporary transfer, but reserves right to temporarily assign a more senior employee in instances where it is necessary for the least senior employee to remain at their assigned work. An employee temporarily transferred for a period of more than one (1) day shall receive the minimum rate of pay for the classification to which they are transferred or the rate of pay for the classification to which they are regularly assigned, whichever is higher.

**Section 10.3.1. Bus Run Assignment,** Bus drivers shall carry forward their driving assignments from year to year. New runs and runs newly available shall be posted for bid in accordance with Section 10.0, Permanent Vacancies, above.

**Section 10.3.2.** Third runs such as Pre-school, AM and PM VOC will be posted and any regular driver may sign. Regular drivers are entitled to only one additional (third) run.

**Section 10.3.3.** Extra trips shall be assigned on the basis of seniority on a rotation basis beginning with the most senior driver and proceeding through the seniority list. With notification to their supervisor, an employee with an assigned extra trip may trade that trip with another employee who has an assigned extra trip.



**Section 10.3.3.A.** Extra trips will be posted as soon as the trip slips are received by the transportation department.

All trip slips that are received more than ten (10) driver workdays in advance shall be posted for at least five (5) driver workdays and then assigned. In no event shall this assignment be made more than fifteen (15) workdays after the trip was posted.

Notices received less than ten (10) workdays prior to the extra trip run shall be posted as soon as received for at least three (3) workdays if possible and assigned no less than three (3) workdays before the event if possible.

**Section 10.3.3B.** If a driver is unable to drive a trip, the driver must take his/her name off the trip as soon as possible. If a driver must take his/her name off the trip, it will be offered to the next driver(s) on the rotation who signed for the trip. The driver who forfeits a trip shall remain in his/her regular rotation as if he/she drove the extra trip.

**Section 10.3.3C.** When the assigned extra trip is cancelled, the affected driver will have the right to select as a replacement the next available trip that has been posted but not assigned, provided that the driver has signed that trip and notifies his/her supervisor that they wish to have the next posted available trip. The cancelled trip will remain on the board, keeping original rotation. The trip the driver receives to replace the original cancelled trip will not be assigned on the board, so that original rotation is not affected by the change. If a driver's extra trip is scheduled to leave before their regular PM run return time their regular route will be covered by a sub driver. In some instances the Supervisor may be able to adjust extra trip leave times so a driver could complete their PM run and drive the extra trip. Adjustments will not be in excess of 15 minutes and cannot delay the group or athletic event start time.

**Section 10.3.3.D.** Trading trips is allowed if on the same day. All drivers must agree on trades. This trading does not affect the rotation of assignments.

**Section 10.3.3.E.** Short notice trips are to be given to the driver next in seniority if signing is not possible without losing position in rotation. If no one signs a trip, the driver who drives it maintains trip rotation as if no trip was driven.

**Section 10.3.3.F.** The transportation supervisor has the right to assign trips which are not bid on by regular drivers to non-union sub drivers.

**Section 10.3.3.G.** Drivers will be paid 15 minutes at the extra trip rate for pre-trip inspection of their bus and 15 minutes for post-trip inspections. This includes mandated bus inspections, fueling, and cleaning of bus. Drivers will report 15 minutes prior to their schedule leave time and be dismissed 15 minutes after their return.

**Section 10.3.3H.** Drivers are reimbursed reasonable costs for extra trip meal expenses upon submission of receipts.

**Section 10.3.4.** Preschool and VOC runs shall be assigned as all other runs. VOC runs will be considered separate as AM and PM runs and both will not be assigned to the same senior driver. Assignment of Preschool, AM and PM VOC runs will stay the same and carry forward from year to year. If a driver leaves or elects to forfeit their VOC or Preschool run it will be offered to the next senior driver on the rotation list until filled.

Substitutes for VOC runs will be available for both the take over and return run. Preschool and VOC runs will be substituted separately; no driver can sub all runs on the same day. If the regular Preschool or VOC driver is absent more than one day, the same substitute will continue to drive the run up to 5 days or until the regular driver returns for any of their regular runs. After the fifth (5<sup>th</sup>) day the run will be passed onto the next senior driver on the substitute rotation list and that driver will remain on the run until the regular driver returns to work for any of their runs.

**Section 10.3.4A.** Special Needs driver will have first rights to drive Special Needs trips and may forfeit their regular run to do so.

**Section 10.3.5.** Prior to the first day of school each year, drivers will be able to voluntarily add their name to the substitute driver list. After the first day of school each year, a bus driver may add or delete his/her name to or from the substitute driver list. However, regardless of seniority, drivers added after the first day of school start at the bottom of the rotation as of the day they signed the list. Regular drivers assigned to Preschool, AM and PM VOC runs can only sub those runs if they do not have to give up their own run to do so.

Drive time as a substitute driver will not count toward a driver's insurance eligibility hours.

**Section 10.3.5.A.** Regular bus drivers who have added their name to the substitute list will be offered substitute positions as they become available on regular bus routes, with the most senior driver on the list having first choice of the route he/she wants to sub. Assigning routes continues in rotation order based on seniority. Runs that are not able to be filled with volunteers from the substitute list may be filled from any source.

**Section 10.3.5.B.** A regular driver whose availability for a substitute assignment changes because of a change in the driver's regular driving assignment may exercise his/her seniority and will upon request be added to the substitute list and will be placed into the current substitute rotation based on the driver's seniority.

**Section 10.3.5.C.** After a substitute has been in a position more than five (5) consecutive days, the next senior driver(s) on the substitute rotation list shall be offered the position until the regular driver returns or the position is filled by a regular driver.

**Section 10.3.6.** A route which is open because no one bid for it will be filled as a substitute route until such time as it is filled by a regular driver assigned to the route. Drivers are eligible to be in this substitute assignment rotation for an open route only if they are available to drive this route on a regular basis without interruption.

**Section 10.3.7.** Any regular driver who is driving as a substitute driver for a regular driver who is eligible for holiday pay and snow day pay shall be paid for those days at the regular driver's rate of pay. This pay shall be in addition to the regular driver's regular run(s) pay for holidays and snow days, but this additional pay shall be only for the time that is in addition to the regular run(s) that the driver is driving.

**Section 10.4. Teacher Assistants.** The Association recognizes the employer's right to assign teacher assistants where they will best serve. However, the employer will post permanent vacancies which it intends to fill, created by the termination or resignation of a teacher assistant and/or when the district increases the number of teacher assistants, in accordance with section 10.0 of the contract.

If a teacher assistant disagrees with an assignment, he/she may request and will receive a conference with the building principal responsible for the assignment where he/she will hear and discuss the rationale for the decision. An Association Representative may be present at this meeting if the teacher assistant requests.

### LEAVES OF ABSENCE

**Section 11.0. Purpose of Leaves.** It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. An employee's leave of absence shall end if they secure other employment.

**Section 11.1. Paid Sick Leave.** Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- (a) Paid sick leave will be earned by full-time, full-time school year, and regular part-time employees at the rate of one (1) day for each month of active service that the employee is anticipated to work during that school year (except: custodian and maintenance allocation is limited to 10 days per school year. i.e., custodians, maintenance, full-time school year and regular part-time school year employees earn ten days per year). For purposes of this Section, a "day" equals the number of hours (or runs) in an employee's regular schedule for that year. Paid sick leave will be credited to the use of employees on the first day of work each school year for employees who report for work on that date, and on the first day of actual work for employees who are unable to report for work on the first day of school or for new employees who commence work after the first day of school.
- (b) Employees may utilize accrued paid sick leave when they are unable to work due to illness, injury, or other disability. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. Employees may also use accrued paid sick leave for illnesses of their spouse, parents, parents-in-law, or minor and/or dependent children that necessitate the employee's presence with that individual.
- (c) An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as possible. If the Employer has reason to believe that an employee is abusing paid sick leave, the Employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsely setting forth the reasons for the absence may subject the employee to discipline.
- (d) Unused paid sick leave days may accumulate up to a maximum of seventy-five (75) days, after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used.

Employees who retire or terminate employment with the Employer shall be reimbursed fifteen (\$15) dollars per day for all accrued but unused sick leave days up to seventy-five (75).

- (e) Sick leave may be used in one (1) hour increments.

- (f) Any absence due to injury incurred while the employee is working and requiring time away from work shall not be charged against the employee's paid sick leave for a period up to seven (7) workdays. The board may require doctor verification of the injury or illness, including at the board's discretion a second opinion. The board will pay the costs of the doctor verification not covered by insurance. This provision shall only apply to leave time not covered by the Michigan Worker's Compensation Act. In the event the employee's injury is covered by Worker's Compensation, all provisions of Section 11.3 shall apply and this provision shall not apply.
- (g) in the event that an employee is injured during an assault or attack while on the job for Hesperia Schools, no sick days will be deducted during any absence and recovery time necessitated by the assault or attack and the employee will be paid the employee's regular wages minus any monies received from board paid insurance benefits and/or worker's compensation during the time of disability.

**Section 11.2. Disability Leave.** A disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of the essential functions of the job due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and board provided Short Term Disability coverage as described in this agreement and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than eighteen (18) consecutive months. At the completion of the eighteen (18) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with Section 9.2, Recall. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the essential functions of the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section. In the event that the physician selected by the Employer is considered by the Union to be inappropriate for the particular employee, the parties shall meet to select an alternative physician. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work, and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as far in advance as possible. All employees returning to work from a disability leave of absence must present a satisfactory physician's certificate indicating the employee is medically able to return to work.

### **Section 11.3. Workers' Compensation Leave.**

- A. A leave of absence for a period of not more than thirty-six (36) consecutive months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan and is receiving payments from the Employer, subject to the Employer's right to require medical proof. At the completion of the thirty-six (36) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. The board may at its discretion and expense require a second opinion of a physician's assessment from a physician of its choosing. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with Section 9.2, Recall. The Employer may require at any time, as a condition of continuance of a Workers' Compensation leave of absence, proof of a continuing inability to perform work for the Employer.
  
- B. Employees who incur a work related injury or disease for which they are receiving Workers' Compensation benefits shall utilize accrued paid sick leave days, including days available under the sick leave bank, charged to the employee's sick leave account on a pro rata basis, to maintain the difference between the employee's net take-home pay based upon forty (40) hours or the number of hours in their regular work schedule, whichever is lesser, and the Workers' Compensation benefits received. It is agreed between the parties that this use of paid sick leave is not a wage continuation program as that term is utilized in the Workers' Compensation Act. In the event that this use is claimed to be a wage continuation program by the Board's Workers' Compensation carrier, the parties agree to renegotiate this subsection. As a condition of receipt of such supplemental payments, the employee agrees to reimburse the Employer for any duplicate amounts received in instances where paid sick leave is utilized and Workers' Compensation later provides payment for the same days.

**Section 11.4. Unpaid Personal Leave of Absence.** The Employer may, in its discretion, grant an employee an unpaid personal leave of absence. Requests for an unpaid personal leave of absence shall be in writing, signed by the employee, and given to the Supervisor at least five (5) working days in advance of the date of the requested leave. The five-day notification requirement will not apply in emergency situations. Such requests shall state the reason for the leave. Approval for unpaid leave will not be withheld unless a replacement or coverage of the employee's work area cannot be provided. Approval for unpaid leave in excess of five days within a school year (July 1 - June 30) will be at the sole discretion of the Superintendent. With the exception of leaves of absence for child care purposes immediately after the birth or adoption of a child, unpaid personal leaves of absence will not normally be granted for periods in excess of thirty (30) calendar days. An extension of personal leave of absence may be granted by the Employer in its sole discretion, provided the extension is requested in writing prior to the termination of the original leave period.

**Section 11.5. Paid Personal Business Leave.** Each employee shall be granted two (2) paid personal business leave days each school year to attend to business that cannot be conducted at any other time other than during the employee's workday. Employees desiring to utilize a

paid personal business day shall submit a written request to their supervisor indicating the date and time requested for the leave and the reason for the leave.

- (a) The request for business leave shall be submitted forty-eight (48) hours before taking such a leave (except in cases of emergency).
- (b) Personal business leave cannot be used to extend a holiday or a vacation period.
- (c) Personal business leave cannot be used for recreational purposes or for personal enterprise.
- (d) Personal business leave is not cumulative, but unused personal business leave days shall be added to the employee's sick days at the end of the year.
- (e) In cases of emergency personal business leave, the written request shall be submitted upon the employee's return to work.
- (f) One (1) day shall be exempt from the restrictions of (c) above, and shall not require a reason stated on the written request. In addition to the above, custodial personnel may use one (1) additional day deductible from accrued sick leave each school year to attend to personal business as outlined above.

**Section 11.6. Funeral Leave.** An employee shall be granted up to three (3) consecutive days leave to attend the funeral when death occurs in the employee's immediate family. An employee shall notify his/her immediate supervisor of the length of the funeral leave, up to three (3) days, and the actual dates of the leave. A maximum of one (1) day (non-accumulative) per year shall be allowed for attendance at the funeral service of any person whose relationship to the employee will warrant such attendance.

"Immediate family" shall mean the employee's spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren or other person residing in the employee's household at the time of death. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day.

**Section 11.7. Jury Duty Leave.** Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of ten (10) days per calendar school year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the employee's straight time regular rate of pay for the number of hours that the employee would have been scheduled to work but for the jury duty leave, and the amount the employee received from the court shall be turned over to the Superintendent's office. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Be a full-time employee who has completed the probationary period;
- (b) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;

- (c) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (d) Return to work promptly after being excused from jury duty service.

**Section 11.8. Military Training or Emergency Duty Leave.** Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

**Section 11.9. Return to Work After Leave of Absence.** Employees returning from leaves of absence will be reinstated as soon as possible to their former job classification, but within three (3) days of their notice to the Employer of their intent to return to the former job classification.

The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner. In the event that the employee returning from a leave of absence does not qualify nor has the skills and ability to perform the work in an effective and efficient manner, he/she shall be deemed on "layoff" status and provisions of "layoff and recall" shall apply.

**Section 11.10. Association Leave.** The Employer will allow a total of ten (10) working days of paid leave each year to allow employees selected by the Association to attend meetings or perform duties related to the Association's operation. The use of such days shall be requested at least five (5) days in advance by the Association's president and shall be in writing to the Superintendent of Schools. The Employer reserves the right to deny leave in instances where the employee's presence is required to perform essential work. If the employee's leave requires that a substitute employee be hired, then the Association will pay for the last five (5) substitutes required in any one fiscal year; the Board will pay for the first (5) substitutes required in any one fiscal year.

**Section 11.11. Short-Term Disability Plan.** The District shall provide each employee with a District funded and administered Short Term Disability Plan. (Specifics of the Weekly Income Benefit Plan are attached). A summary of the plan includes:

1. All paid sick leave and paid personal leave must be used before the employee is eligible.
2. An employee must wait at least thirty (30) calendar days before the employee is eligible for the Short Term Disability Plan.
3. Upon verification of illness or injury the Plan will pay 66.67% of employee's regular weekly wage (without overtime) for up to 60 workdays. Subject to deductions for tax purposes, MPERS, FICA and any other legally required deductions
4. All income through the Plan is credited toward MPERS service credit for retirement service credit and wage earning purposes.

5. Plan document will allow a third opinion from a physician agreeable to both parties if the member's and district's physicians disagree on the status of the employee with regard to disability insurance. The majority opinion shall be controlling here.(see page 5 of the Plan document)
6. The Plan document (page 7 and 9) will be modified to allow work related illness or injury including self-employment that is not covered by workers compensation, subject to the physician concurrence required in the plan.

The District will provide each employee with Short Term Disability coverage administered by the District. Premiums and/or benefits for this plan as outlined in the attached "weekly income benefit plan" will be paid by the district for up to 60 work days at 66 2/3% of the an ill or injured employee's regular weekly wage upon a physician's verification and the exhaustion of the employee's current sick leave and paid personal leave. (note: a letter of agreement is included in this contract detailing the transition understandings listed above).

#### **Section 11.12. Family and Medical Leave.**

- A. A leave of absence of up to twelve (12) weeks during any twelve (12) month period, as defined in the federal Family and Medical Leave Act of 1993, shall be granted to any employee who has worked a minimum 1,250 hours in the preceding twelve (12) months, pursuant to the federal act, for any of the following purposes:
  - (1) The birth or placement for adoption or foster care of a child;
  - (2) Because of a serious health condition of a spouse, son, daughter or parent of the employee (as defined in the Family and Medical Leave Act of 1993);
  - (3) Because of the employee's own serious health condition;
  - (4) The care of a child under the age of 18, or older child incapable of self-care because of mental or physical disability.
- B. At the option of the employee, a family leave may be taken on an intermittent or reduced schedule basis. In the event that an employee must be transferred in order to better accommodate recurring periods of leave, all of the transfer language within this agreement shall apply.
- C. Family and Medical Leave shall run concurrently with any other eligible leave.
- D. During the twelve (12) week leave, the Employer shall continue all health benefits normally provided to the employee. Unless noted otherwise in this provision, all other provisions of this unpaid leave article apply during all unpaid portions of this family leave.
- E. The employee may choose to utilize paid sick leave, paid personal leave, and/or vacation leave for all or part of the duration of the leave prior to beginning twelve weeks of FMLA benefits.
- F. A pregnant employee may commence the family leave before or after the birth of her child, at her option. The family leave is available to the bargaining unit member at the termination of her disability benefits, at the option of the employee. The employee may



terminate the leave any time after the birth of the child or in the event of the death of the child.

- G. Upon return from leave, the employee shall be returned to the same position and rate of pay held by the employee at the beginning of the leave.

### HOLIDAYS

**Section 12.0. Recognized Holidays.** The following days are recognized as holidays for full-time employees:

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Good Friday (if school is not in session)
Christmas Eve	Memorial Day
Christmas Day	Fourth of July (if employee is working)

The following days are recognized as holidays for full-time school year, regular part-time, and part-time year round employees:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday (if school is not in session)
Friday after Thanksgiving	Memorial Day
Christmas Eve	Fourth of July (if employee is working)
Christmas Day	

It is understood that employees may be requested to work on holidays in accordance with normal scheduling procedures. The Employer shall seek volunteers for such work. If necessary, the least senior employee may be assigned. In the event that school is closed on the first day of deer hunting season, it will be considered a paid holiday for full-time, full-time school year and regular part-time employees. In the event school is in session on the opening day of deer season and/or Good Friday each bargaining unit member will be credited with a floating holiday to be scheduled with the supervisor's approval, which shall not be unreasonably withheld.

Floating Holiday - In addition to the holidays listed above, each year of this agreement each employee shall be eligible for one (1) floating holiday to be used at the employee's discretion. An employee can choose to use this holiday when school is not in session. Requests to use this holiday should normally be submitted to the employee's immediate supervisor in writing by the employee five (5) days in advance of the date requested. This holiday will be paid according to provisions of 12.3 below. If the holiday is not used during the year, it will be converted to a sick day and added to the employee's accumulation.

**Section 12.1. Holiday Celebration.** When Christmas Day and New Year's Day fall on a Saturday, they shall be celebrated on the preceding Friday and Christmas Eve and New Year's Eve will be celebrated on the preceding Thursday. Whenever Christmas Eve, New Year's Eve or Fourth of July fall on a Saturday, they shall be celebrated on the preceding Friday. When Christmas Day, New Year's Day or Fourth of July fall on a Sunday, they shall be celebrated on the following Monday. When Christmas Eve and New Year's Eve fall on Sunday, they will be celebrated on the following Monday and Christmas Day and New Year's Day will be celebrated on the following Tuesday.

**Section 12.2. Holiday Eligibility.** In order to be eligible for holiday pay, an employee must satisfy all of the following conditions and qualifications:

- (a) The employee must work on his/her last scheduled workday before the holiday and on his/her first scheduled workday after the holiday, or be on approved paid leave on those days.
- (b) The employee must be on the active payroll as of the date of the holiday. For purposes of this Section, a person is not on the active payroll of the Employer during unpaid leaves of absence, layoffs, when receiving Workers' Compensation or on a disciplinary suspension without pay.

**Section 12.3. Holiday Pay,** Eligible employees shall receive holiday pay for each recognized holiday in an amount equal to the number of hours worked per day in their regular schedule. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at time and a half (1-1/2) their straight time regular rate of pay for all work performed on the holiday.

### VACATIONS

**Section 13.0. Vacation Leave.** All full-time employees and part-time year round custodial and/or maintenance employees shall be granted vacation leave with pay based upon their length of continuous service with the Employer in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Time Off</u>
At least one (1) year but less than two (2) years	5 Days
At least two (2) years but less than seven (7) years	10 Days
At least seven (7) years but less than twelve (12) years	15 Days
At least twelve (12) years	20, Days

Vacation leave is credited to eligible employees on their anniversary date of each year. Employees who leave the employ of the Employer for reasons other than discharge for just cause prior to their anniversary date in any year shall accrue any vacation leave for that year. Vacation pay shall be computed at the straight time regular scheduled daily hourly rate an employee is earning at the time the vacation leave is taken. (Additional hours worked as a substitute are not included in the computation of vacation pay above.)

**Section 13.1. Vacation Eligibility.** In order to be eligible for full vacation leave benefits on their anniversary date, a full time employee must have worked a total of at least nineteen hundred (1900) hours during the preceding twelve (12) months. Full-time employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours they actually worked to nineteen hundred (1900). In order to be eligible for vacation leave benefits on the employment anniversary date, a part-time custodian must have worked a pro rata portion of the 1900 hours above based on the portion of an eight hour day the employee worked. For purposes of this Section, hours worked shall include paid sick leave, paid funeral leave, paid jury duty leave, vacations, paid holidays and all hours actually worked.

**Section 13.2. Anniversary Date.** An employee's anniversary date is the most recent date upon which the employee commenced work for the Employer, and the same date thereafter in succeeding years.

**Section 13.3. Vacation Scheduling.** Employees may schedule time off for their vacation during the twelve (12) months following their anniversary date each year upon proper notice as determined by the Employer, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with the fundamental operation of the Employer. Vacation requests should normally be submitted in writing by the employee five (5) days in advance of the period requested. Vacation requests submitted less than twenty (20) working days in advance of the period requested must be approved by the direct supervisor.

In the event that more than one (1) employee within a particular classification desires to take vacation during the same period, approval of the vacation requests shall be guided by the seniority of the employees concerned. Vacation leave will only be granted in periods of one (1) complete day or more. Employees are required to take their vacation leave during the twelve (12) months following their anniversary date, and all vacation leave not used during that period shall be forfeited; provided, however, that up to ten (10) days of vacation may be carried over to the next year.

**Section 13.4. Benefits on Termination.** Employees who leave the employ of the Employer for reasons other than discharge for just cause may receive pay for accrued but unused vacation leave in any of the following circumstances:

- (a) If an employee retires in accordance with the retirement plan currently in effect.
- (b) If an employee resigns from employment and a minimum of two (2) weeks advance notice is given to the Employer.
- (c) If an employee is laid off and requests payment of vacation pay; provided, however, that such vacation pay shall be designated to the period of the layoff.

## **INSURANCE**

**Section 14.0. Health Care Insurance.** The Employer will make available a group insurance program covering certain hospitalization, surgical, and medical expenses for full-time, full-time school year and regular part-time employees and their eligible dependents. This insurance program shall be on a voluntary basis for all employees who elect to participate in the insurance program. The insurance program currently provides the coverage set forth in Appendix B of this Agreement. The specific terms and conditions governing the group insurance program are set forth in detail in the Master Policy or Policies governing the program as issued by the carrier or carriers.

The open enrollment period shall be jointly established by the Employer, the Association and the carrier, including opportunities for summer pre-enrollment and fall open enrollment. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for payment of the required monthly premium, if any.

**Section 14.1. Dental Care Insurance.** The Employer will make available a group insurance program covering certain dental expenses for full-time, full-time school year and regular part-

time employees and their eligible dependents. The insurance program currently provides coverage as set forth in Appendix B of this Agreement. The specific terms and conditions governing the group insurance program are set forth in detail in the Master Policy or Policies governing this program as listed by the carrier or carriers.

The open enrollment period shall be jointly established by the Employer, the Association and the carrier, including opportunities for summer pre-enrollment and fall open enrollment. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for payment of the required monthly premium, if any.

**Section 14.2. Payment of Health Care Insurance Premium.** Effective September 1, 2012, and through the term of this Agreement, the Employer agrees to pay up to the following amounts for eligible full-time and full-time school year employees who elect to participate in the group health insurance plan:

Full-Time School Year Family Coverage Capped at \$15,000 during the medical insurance year. – District will only pay 90% of this annual rate (\$1,125.00 per month) for the remaining months of the medical insurance year.

Two Person Capped at \$11,000 during the medical insurance year; – District will pay 100% of this annual rate (\$916.66 per month) for the remaining months of the medical insurance year.

Single Person Capped at \$5,500 during the medical insurance year – District will pay 100% of this annual rate (\$458.33 per month) for the remaining months of the medical insurance year.

Priority Health Point of Service\_(POS) NSA Min Plan 10/40 Rx with 1200/2400 district funded HSA account.

The Employer's obligation to make these monthly insurance premium payments shall only occur during months when the employee is actually performing work for the Employer; provided, however, that the Employer shall continue to make such payments during the months of July and August for full-time school year employees who worked for the Employer during at least eight (8) of the months from September through June of the preceding school year. Those full-time school year employees working less than eight (8) of the months from September through June of the preceding school year shall receive a pro rata payment of insurance premiums during the months of July and August. The Employer's liability under this Section shall be limited to these payments.

Eligible full-time employees not electing health insurance coverage shall receive \$232.00 per month from 7-01-12 through 6-30-13; effective 7-01-12 the monthly stipend shall be \$237. Eligible full-time school year employees not electing health insurance coverage shall receive \$185 per month from 7-01-12 through 6-30-13; effective 7-01-12 the monthly stipend shall be \$189. Payments shall be made in accordance with the District's Section 125 Cafeteria Plan. If a husband and wife are both employees of the Employer, only one may elect health insurance and the other shall select the cash in lieu of health.

**Section 14.3. Payment of Dental Care Insurance Premiums.** Effective September 1, 2012, and through the term of this Agreement, the Employer agrees to pay the full amount of the dental premium as outlined in Appendix B for all eligible full-time employees,

full-time school year employees, and bus drivers who are regularly scheduled to drive three (3) runs per day.

The Employer's obligation to make these monthly insurance premium payments shall only occur during months when the employee is actually performing work for the Employer; provided, however, that the Employer shall continue to make such payments during the months of July and August for full-time school year employees and bus drivers who are regularly scheduled to drive at least three (3) runs per day who work for the Employer during at least eight (8) of the months from September through June of the preceding school year. Those eligible employees working less than eight (8) of the months from September through June of the preceding school year shall receive a pro rata payment of insurance premiums during the months of July and August. The Employer's liability under this Section shall be limited to these payments.

**Section 14.4. Term Life Insurance.** All full-time, full-time school year and regular part-time employees shall be eligible for term life insurance policy coverage in an amount of Twenty Thousand Dollars (\$20,000) and for Accidental Death and Dismemberment insurance coverage in an amount of Twenty Thousand Dollars (\$20,000) in accordance with the carrier's restriction on eligibility. During the term of this Agreement, the Employer agrees to pay the total premiums required for eligible employees.

**Section 14.5. Obligation to Continue Payments.**

- A. in the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff or unpaid leave of absence commences. Employees may continue insurance benefits on a month-by-month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work as of the first (1<sup>st</sup>) day of the premium month following the date of the employee's return to work.
- B. The provisions of this Section notwithstanding, the Employer shall continue insurance premium payments for individuals on Workers' Compensation leaves of absence for a period of three (3) months after the month in which the employee has exhausted all of his/her sick leave, including all days drawn by the employee from the sick leave bank under Section 11.11 of this Agreement.

**WAGES AND PREMIUM PAY**

**Section 15.0. Wages.** During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. The Employer reserves the right to place employees at advanced steps in the wage classification. Employee placement on the wage schedule upon transfer to new classifications shall be governed by the provisions of Section 10.1.

**Section 15.1. Job Classifications.** The Employer maintains job descriptions for all job classifications covered by this Agreement. Job descriptions will be reviewed, modified, and developed for each classification within sixty (60) calendar days after the ratification of this Agreement. Such job descriptions shall be developed jointly by the Employer and the Association, with equal representation from both. The job descriptions shall be made available to all current bargaining unit members and to all new bargaining unit members hired by the Employer. The job descriptions will include at a minimum:

- (a) Job title and description;
- (b) Summary of duties to be performed;
- (c) Minimum requirements and qualifications for the position.

Any evaluation of bargaining unit members' work performance shall be based solely upon said job descriptions.

If the Employer establishes a new classification covered by this Agreement, the Association shall be provided prior to the implementation of the classification with the title of the new classification, a description of the job to be performed and the proposed wage rate. If the Association believes the proposed wage rate is inappropriate or if the Association believes that a substantial change in the duties of an existing classification has occurred, the Association shall, within fifteen (15) calendar days after notification of the proposed wage rate or after the institution of the changed duties, advise the Employer in writing of its intention to request bargaining over this wage rate or its claim that a new classification has been created. In the event that the Association does not request bargaining within the fifteen (15) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for the classification or the changed duties shall be considered not to have created a new classification.

**Section 15.2. Overtime Pay.** Employees shall be paid one and one-half (1-1/2) times their regular straight time rate of pay for all hours worked in excess of forty (40) in any workweek and for all hours worked on Saturday, and two (2) times their regular straight time rate of pay for all hours worked on Sundays. For purposes of this section, hours worked shall include all paid time including: sick leave, paid funeral leave, paid jury duty leave, vacation, and all days actually worked.

**Section 15.3. Bus Driver Required Extra Time.**

- A. The time required for student discipline conferences and reporting flasher violations will be paid at the waiting time rate for any time over thirty (30) minutes, retroactive to the first minute.
- B. Drivers who wait with a disabled bus and who, by doing so, exceed their "normal" run time shall be compensated for any such time at the waiting time rate from the first minute.
- C. Drivers shall be paid at the extra trip rate for all time spent at required training meetings.

- D. Drivers who are required to run errands, make deliveries or delay their run in any way and, by doing so, exceed their "normal" run time shall be compensated for any such time at the waiting time rate from the first minute.
- E. Bus drivers will not be required to personally load or unload materials they are required to transport as directed by the Superintendent, the Superintendent's designee, or the transportation supervisor. If the driver feels that the materials being transported impeded upon the safe operation of the vehicle, the driver will report the concern to the transportation supervisor for appropriate action.

**Section 15.4. Bus Driver Meals and Lodging.** The reasonable cost of meals and lodging will be reimbursed by the Employer for drivers on extra duty trips.

**Section 15.5. Extra Trips.** Employees assigned to drive extra trips shall be paid the extra trip rate for all hours actually worked during the extra trip. For purposes of this Section, all time actually worked includes driving time and time spent waiting for students during activities, but does not include such release time as waiting in motels overnight.

**Section 15.6. Extra Trip Cancellation.** In the event that a scheduled extra trip is canceled after the driver has arrived at school and prepared his/her vehicle for the trip, the driver shall be paid one (1) hour at the extra trip rate.

**Section 15.7. Conferences/Workshops.** Employees who are approved by the Superintendent or supervisor to attend conferences and/or workshops, shall be reimbursed for registration fees, meals, mileage and lodging. The employees shall be paid their regular daily rate of pay for time spent in attending the conference and/or workshop.

The rate shall not exceed a day's regularly scheduled hours of work. Weekend conference/workshop attendance is voluntary on the part of the employee, and time spent is excluded from this paragraph.

**Section 15.8. Bus Driver Year End Pay.** On the first pay day on or after January 25 of each year and again on the first pay day on or after June 15 of each year, bus drivers with regularly assigned routes who have worked the previous ninety (90) days in the school year will receive a lump sum payment of \$465.00 for 2008-2009 school year and \$473 for the 2009-2010 school year, less appropriate deductions. Bus drivers with regularly assigned routes who work less than the 90 days shall be entitled to prorated payments based on the ratio of days they actually worked to 90 days respectively. For purposes of this section, days worked shall include paid sick leave, paid funeral leave, paid jury duty leave, and all days actually worked.

**Section 15.9. Longevity.** The Board shall pay eligible employees longevity pay in addition to their regular rate of pay. The longevity shall be figured and paid commencing with the employee's anniversary date according to the schedule herein.

**Section 15.10. Special Education Run.** If it is determined that there is a problem on a Special Education run with student control, the Board may place an aide on the bus to assist in student control. This aide shall be placed exclusively to supervise students, and shall not serve in any evaluation capacity.

**Section 15.11. Year End Pay for Part Time Employees,** On the first pay day on or after January 25 of each year and again on the first pay day on or after June 15 of each year,

Regular Part Time and Part Time Year-round Employees not eligible for health insurance coverage, excluding bus drivers, will receive a lump sum payment equal to \$0.31 per hour for the 2008-2009 school year and \$.32 per hour for the 2009-2010 school year for each hour worked during the preceding semester, less appropriate deductions. For purposes of this section, hours worked shall include paid sick leave, paid funeral leave, paid jury duty leave, and all days actually worked.

**Section 15.12. Unused Sick Days.** Effective with the 200506 school year employees who have used no more than one paid sick days during a work year shall be paid an additional premium according to the following schedule. (Days deducted for the sick bank contributions are not to be considered paid days used by the contributing employee.)

0 Days Used =	\$150	Paid in the final check of the school year or upon the Anniversary date for year-round employee
1 Days Used =	\$ 75	"
2 Days Used =	\$ 0	"

**Section 15.13. Severance.** Upon retirement or resignation for any reason an employee who has been employed by Hesperia Community Schools for five or more years shall receive a severance payment in the employee's last pay. This pay shall be \$25 for each year of continuous service in Hesperia Community Schools. Service shall include any Newaygo County ISD employment time provided the employee was working in Hesperia at the time. Upon retirement any employee who has more than 50 accumulated sick days remaining may elect to contribute up to 10 days of accumulated unused sick leave time to the support staff sick bank.

### **MISCELLANEOUS**

**Section 16.0. Captions.** The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

**Section 16.1. Address and Telephone Changes.** It is the responsibility of the Employee to keep the Employer advised of their current name, address and telephone number. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number as soon as possible after such change has been made. The Employer shall be entitled to rely upon the Employee's name, address, and telephone number as reflected in the Employer's files for all purposes involving the employee's employment.

**Section 16.2. Reemployment Following Active Military Service.** Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.



**Section 16.3. Bulletin Board.** The Employer shall provide the Association with adequate space on a bulletin board where the Association may post non-political notices of interest to bargaining unit members. Notices of meetings, Association elections and results thereof, recreational and social functions and health and safety literature are examples of approved uses of the bulletin board.

**Section 16.4. Pay Periods.** Employees shall be paid bi-weekly; provided, however, that the Employer reserves the right to alter the pay period in order to accommodate the accounting practices of the Employer.

**Section 16.5. Personnel File.** The Employer shall maintain a personnel file for each employee. A copy of all official correspondence from the Employer to an employee shall be placed in the personnel file. In addition, a copy of all materials shall be provided to the employee at the time of the inclusion of the material into the personnel file. Employees will be required to sign any material of a disciplinary nature that is to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material shall not be interpreted as agreement with the disciplinary action. A statement to this effect shall precede the employee's signature.

Employees shall have the right to review the contents of their personnel file upon request, at a time mutually agreeable to the employee and the Employer. A representative of the Association may, at the employee's request, accompany the employee in such review. In the event there is disagreement over the content of any material in an employee's personnel file, the employee may submit a written statement for inclusion in their personnel file to explain his position concerning material in dispute. In addition, an employee who believes that material placed in his file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure, including arbitration, provided just cause is shown for the change or removal.

In the event the District receives a FOIA request for the personnel file(s) of any bargaining unit member the district shall immediately mail the following information to the affected Employee and the Association president.

1. A copy of the FOIA request;
2. The name(s) of the requesting parties, and all documents and all communications received by the District related to the FOIA request; and
3. Upon the employee's request, copies of all communications and documentation sent to the requesting parties by District Administrators or other agents or attorneys.

The District shall not release the following "exempt" items to third parties:

1. Social security numbers;
2. Medical, psychological or counseling information with respect to an employee or an employee's family;

The District shall expunge from all district files any information determined to be inaccurate and any information about alleged unprofessional conduct that has not been substantiated.

**Section 16.6. Assaults on Employees.** Employees who are assaulted while performing job-related duties shall promptly report the assault to the Employer. The Employer agrees to promptly render reasonable assistance to the assaulted employee, but shall not be required to provide assistance that in the Employer's opinion constitutes significant financial obligation.

**Section 16.7. Discipline of Students.** The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area.

**Section 16.8. Rest Areas.** The Employer shall provide adequate rest areas, lounges and rest rooms for bargaining unit members.

**Section 16.9. ..Uniforms.** In the event that the Employer determines to require employees to wear uniforms, the Employer will provide uniforms without cost of acquisition to the employee. Food Service employees shall be reimbursed \$100.00 per year for any clothing the employee purchases that meets the district's specification. This reimbursement shall include any taxes the employee pays on the purchase.

**Section 16.10. Required Medical Tests.** The Employer shall pay the full cost of all TB tests, x-rays, and physical examinations required by the Employer,

**Section 16.11. Drivers Licenses.** The Employer shall reimburse all regular drivers for the cost of chauffeurs license renewals after the initial license.

**Section 16.12. School Improvement.**

- A. An employee's participation in the School Improvement process will be voluntary on the part of the employee.
- B. An employee's participation, or lack thereof, will not be part of the employee's evaluation.
- C. Any suggestion or recommendation from the School Improvement Committee that runs counter to this Agreement shall be presented to both sides subject to the ratification process prior to implementation.
- D. Bargaining unit members assigned to the District and/or Building School Improvement Committees shall be paid Twenty Dollars (\$20) per hour. These payments shall be in addition to his/her regular wages and for meetings held outside of the normal work day schedule.

**Section 16.13. Substitute Caller.** The Employee assigned the duties of calling substitutes for teachers shall be paid a lump sum payment of Two Thousand Five Hundred Dollars (\$2,500) in the last paycheck of the regular school year. This payment shall be in addition to his/her regular wages and earnings.

**Section 16.14. Distance learning lab.** The Employee assigned the duty of supervising the distance learning lab shall be paid for four (4) hours per session at the appropriate step of the aide pay scale.

**Section 16.15. In-Service.** It is hereby agreed between the parties that, for the life of the current Master Agreement, the Association shall have the opportunity to schedule through the School Improvement Team, or with the Superintendent's approval, up to four (4) In-Service days per school year. These days shall be scheduled during days that students are dismissed early.

Additional in-service days may be scheduled for groups of Employees by the SIP team.

The Association agrees to cooperate in the planning of these days and understands that these in-service days are part of the Employee's regular work day.

**Section 16.16 Reopener.** If the district's revenue is better or worse than the board projected for the 2010-11 school year, upon the union's or district's request of the parties will meet to reopen negotiations for wages only for the 2011-12 school year

**Section 16.17 Life of Agreement.** In that the parties have mutually agreed upon significant concessions over the life of this agreement, the Board hereby pledges that: During the life of this agreement the District/Board will not seek bids for the contracting of or to privatize any bargaining unit work. No bargaining unit positions will be reduced or laid off due to privatization or contracting of any unit positions during the life of this agreement.

## **AGREEMENT**

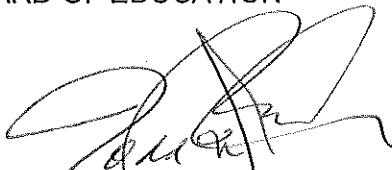
**Section 17.0. Term of Agreement.** This Agreement shall become effective on July 1, 2012, and shall remain in full force and effect through June 30, 2013, at 11:59 p.m. All wages and compensation shall be fully retroactive to the effective date of this Agreement or the effective dates herein unless provided otherwise within this Agreement.

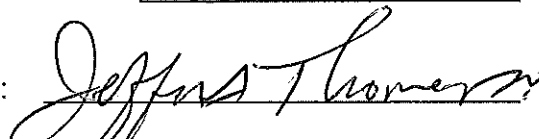
**Section 17.1. Severability.** If any section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be ruled invalid by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such section.

**Section 17.2. intent and Waiver.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.


**Section 17.3. Copies of Agreement.** The Association shall provide one copy of this Agreement to each member of the collective bargaining unit after it has been executed by all parties. In addition, the Association shall provide one copy for the use of the Employer.

HESPERIA COMMUNITY SCHOOLS  
BOARD OF EDUCATION

By:   
Its: PRESIDENT

And:   
Its: \_\_\_\_\_

MICHIGAN EDUCATION ASSOCIATION/  
HESPERIA EDUCATION SUPPORT  
PERSONNEL ASSOCIATION

By:   
Its: president

And \_\_\_\_\_  
Its: \_\_\_\_\_

## APPENDIX A - WAGE SCHEDULES

### Notes for Wages 2012-13

1. In light of present economic concerns, the 2012-13 pay schedule (freeze all wages) that became effective on July 1, 2012 from the expired contract.
2. No step increases and longevity will be paid 2012-13
3. Off Schedule stipend of \$300.00 for full time employees (regularly scheduled 7 hours per day) paid with second payroll in September of 2012. Stipend applies only for the 2012-2013 school year and expires with contract.
4. Off Schedule stipend of \$150.00 for part time employees (less than 7 hours per day) paid with second payroll in September of 2012. Stipend applies only for the 2012-2013 school year and expires with contract.

### 2012-2013 Wage Schedule

	Start	6 months	1 year	2 years	3 years	4 years	5 wars
Secretaries/Elementary							
Library Clerk/Flead Cooks	\$11.08	\$11.55	\$12.02	\$12.52	\$12.99	\$13.46	\$13.93
Teaching Assistants/							
Office Clerks	\$9.40	\$9.98	\$10.55	\$11.10	\$11.66	\$12.22	\$12.79
Aides/Cooks	\$9.03	\$9.54	\$10.05	\$10.58	\$11.01	\$11.61	\$12.14
House Keeper	\$9.69	\$10.11	\$10.52	\$10.94	\$11.36	\$11.77	\$12.19
Maintenance	y \$13.50	\$13.89	\$14.29	\$14.67	\$15.02	\$15.40	\$15.80
Certified Mechanic	\$14.05	\$14.44	\$14.81	\$15.20	\$15.59	\$15.97	\$16.39
Day Care Worker	\$7.47	\$7.72	\$8.16	\$8.61			

Career Activities Coordinator (School year plus 5 days) \$25,525.50

Athletic Coordinator (42 weeks - 3 before and 1 after) \$29,937

RTC Coordinator / Discipline Clerk - \$0.50 | hr. in addition to regular TA / Office Clerk wage rate

Longevity payments (based on anniversary date of hire):

10-14 years	\$0.12 /hr
15-19 years	\$0.18 /hr
20 or more years	\$0.25 /hr.

## Bus Drivers

	<u>Regular Runs - Miles/Day</u>				
1-35 miles	35.1-45	\$46.55	\$47.99	\$49.29	\$50.39 + .10 /mile over 55 miles a day
miles 45.1-55 miles					\$51.81 + .15/mile over 55 miles a day
55.1-65 miles	65.1-75				\$53.24 + .20 /mile over 55 miles a day
miles 75.1 and over					

Kindergarten runs will be paid on the same rate as regular routes, based on mileage established on the ending day of the first pay period.

### Other

Voc School*	\$19.69/nm
Catholic	\$19.44/run
Extra Trips	\$11.83/hour
Waiting Time	\$8.16/hour

\* All vocational runs that involve en route pick-ups and/or drop-offs on a regularly scheduled basis shall be paid as regular runs, and paid based on the number of miles driven.

**APPENDIX B**

**INSURANCE COVERAGE**

The hospitalization insurance program provides the following coverages:

**Full-time school year and  
regular part-time employees**

**Priority Health Point of Service (POS) HSA  
Min Plan 10/40 Rx with 1200/2400 district  
funded HSA account.**

The dental insurance program provides the following coverages:

Full time employees	SET Dental
Basic Benefits:	70%
With Incentive Plan Increments	
Lifetime deductible amount	\$25
Major Service Benefits	50%
Annual Deductible	\$25 (maximum 2 per family)
Maximum Annual Benefit	\$600

**Full-time school year and  
regular part-time employees**

**MESSA/Delta Dental 80-80**

**Plan E - 80:80/80 with \$1000 Annual Maximum Benefit**

**(Class I A&B at 80/80%, Class 11 at 80%, Class 1 and II Annual Maximum of \$1,000)**

Letter of Understanding Regarding Vacation Accrual

The parties have agreed in Section 13.0. Vacation Leave, to restrict the granting of vacation leave with pay to full-time employees

Prior to the execution of this Agreement, Cathy Herin and Gail France were eligible for paid vacation as long as they worked thirty-six (36) weeks or more during the school year. The provisions of Section 13.0 notwithstanding, it is agreed that these two individuals shall be entitled to accrual of paid vacation in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Time Off</u>
At least one (1) year but less than five (5) years	5 Days
At least five (5) years but less than ten (10) years	10 Days
At least ten (10) years	15 Days

This vacation accrual shall only be permitted as long as these named individuals are continuously employed in the position of secretary and are assigned to work at least thirty-six (36) weeks in a school year. The remaining provisions of Sections 13.0, 13.1, 13.2, 13.3, 13.4, and 13.5 shall apply with the exception that 1900 hours in Section 13.1 shall be replaced with 1440 hours.

HESPERIA COMMUNITY SCHOOLS

MICHIGAN EDUCATION ASSOCIATION

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HESPERIA COMMUNITY SCHOOLS  
- and -  
MICHIGAN EDUCATION ASSOCIATION

Letter of Understanding Regarding Employee Status

The parties have agreed in Section 1.1. Definition and Employee Coverage, to define a full-time employee and a full-time school year employee as one working at least thirty-five (35) hours per week on a regular schedule. The provisions of this Section notwithstanding, in the event that any individual hired as a full-time or full-time school year employee prior to July 1, 1988, is working at least thirty (30) hours per week on a regular schedule, that employee shall continue to be considered as a full time or full time school year employee for employee benefit purposes.

Hesperia Community Schools

Michigan Education Association

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**LETTER OF AGREEMENT  
BETWEEN  
HESPERIA COMMUNITY SCHOOLS  
- and -  
HESPERIA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**FOOD SERVICE SITE-BASED TEAMS**

Recognizing the absence of a Food Service supervisor, the following provision shall constitute an interim (temporary) plan to support the Food Service employees.

Within thirty (30) days of the signing of this agreement, the district shall provide site-based planning team orientation and training for all Food Service employees. This training shall include a support mechanism to assist the teams as they set up and begin to operate site-based teams. It is anticipated that the initial training will require at least two training sessions and/or follow-up sessions scheduled outside the employee's regular workday and paid at each employee's regular rate of pay. Each year thereafter at least one follow-up/refresher session for site-based decision making will be offered.

A Food Service site-based planning team (SBPT) comprised of all Food Service employees in a site will meet twice a month to make all staffing and assignment decisions. Whenever possible, these decisions shall include a review of needs, - posting, and assignment of all available additional work. A Lead Food Service Cook shall organize and record the results of each team meeting and shall be responsible to carry out the decision of the team between meetings. These meetings shall be scheduled twice a month during the employee's regular work hours and may be scheduled during the employee's lunch time without violation of this agreement provided the employee is paid the site-based team stipend. An annual site-based team stipend of \$100 shall be paid in each employee's year-end pay to all Food Service employees who attended the team meetings.

Site-based planning team decisions shall abide by and be made in compliance with the terms and conditions of the Master Agreement and shall not in any way modify the contract between the parties.

Hesperia Community Schools

Michigan Education Association

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HESPERIA COMMUNITY SCHOOLS  
- and -  
MICHIGAN EDUCATION ASSOCIATION

**Letter of Agreement  
Between the  
Hesperia Board of Education  
and the  
Hesperia Educational Support Personnel Association**

**Subject: Athletic Coordinator additional duties**

The parties agree that beginning with the 2003-04 school year, and in the absence of the Athletic Director, the Athletic Coordinator bargaining unit position will temporarily be assigned some additional duties that are generally assigned to the Athletic Director. These duties shall include additional record keeping, scheduling, and oversight duties. These additional duties shall not necessarily require the Athletic Coordinator to work additional work hours beyond the employee's current work hours. In addition to the Athletic Coordinator's regular contractual rate of pay, this position shall be compensated an additional \$5,000, to be added to the employee's regular rate of pay, during the 2003-04 school year for the temporary duties transferred to her position. This additional annual compensation shall continue only as long as the additional duties are assigned to this position or until such time that the parties agree on some other compensation rate.

it is further understood that these additional duties are presently assigned on only a temporary basis and may be reduced upon the reassignments of the duties to some other position or may be permanently assigned to the Athletic Coordinator. In the event that some or all of the duties are reassigned or assigned on a more permanent basis, the parties agree to meet to negotiate adjustments to the additional pay rates.

This assignment of additional duties and additional compensation address a specific situation and are not in any way precedent setting, nor do they establish any practice.

HESPERIA COMMUNITY SCHOOLS  
- and -  
MICHIGAN EDUCATION ASSOCIATION

**Letter of Agreement  
Between the  
Hesperia Board of Education  
and the  
Hesperia Educational Support Personnel Association  
Subject: ESEA/NCLB**

The parties hereby agree to the following provisions related to The No Child Left Behind Act (ESEA):

1. The parties agree that at no costs to the employee the District will provide opportunities for all unit members who wish to take the required Work Keys test in order to attain "highly qualified" Title 1 parapro certification. This test will be offered as needed prior to January 2006 in order to assure that all who need to pass the test have opportunity to do so. If an employee's work schedule conflicts with the testing times offered, the employee will be released from work with no loss in pay or benefits in order to take the tests. This provision obligates the employer to release the employee only for the time needed to take appropriate tests.

2. An employee may elect to obtain, and the District will recognize, the "highly qualified" certification from any of the authorized means approved by the Michigan Department of Education (MDE). This includes the portfolio process. In the event that an employee(s) choose(s) to use the portfolio process to attain "highly qualified" status, the District and the HESPA will work together to form a School Improvement Team (SIT) comprised of primarily bargaining unit members for the purpose of reviewing and affirming (certifying) the content of the portfolio as allowed by statute and MDE guidelines. This team's authority shall not extend beyond the duties assigned here and as allowed by statute and MDE regulations. Service on the SIT shall be voluntary and without additional pay. Meetings shall be scheduled during the regular work day if authorized by the superintendent (employees shall not lose pay during these meeting times). Meetings may be scheduled at mutually agreeable times that are outside the regular workday.

3. The District agrees that it will continue to provide professional development opportunities that can be applied toward portfolio completion for bargaining unit members as it has in the past.

4. In the event that an employee who is required to be "highly qualified" is not certified or does not meet the "highly qualified" requirements by the date required by law, the district will place the EMPLOYEE in a vacant position for which the employee is qualified or transfer the employee to the least senior position within the employee's classification for which the employee is qualified, provided the employee in that position maintains the employee's hours and that the employee being transferred out of the position has less seniority than the employee being transferred into the position, If the employee cannot be placed in a vacant position or transferred, the employee shall be considered on lay-off and all contractual lay-off provisions shall apply as if the employee's position were being eliminated. All transfers and filling of vacancies herein must comply with the terms and conditions of the current Master Agreement.

5. In the event that an employee will be adversely impacted due to any provisions of the NCLB (ESEA) and the remedy is not addressed herein the parties shall meet to discuss the matter and ATTEMPT TO WORK OUT a resolution along the lines of the agreement here.

This Letter of Agreement does not modify the current Master Agreement nor does it set any precedent or practice that requires the parties to enter into such an agreement in the future.

Hesperia Community Schools

Michigan Education Association

HESPERIA COMMUNITY SCHOOLS  
- and -  
MICHIGAN EDUCATION ASSOCIATION

Letter of Understanding  
BETWEEN  
HESPERIA COMMUNITY SCHOOLS  
- and -  
HESPERIA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

RE: Part-time custodian to Full-time

It is the understanding of the parties that the single present part-time custodian position (half-time) shall be increased in work hours, up to a full-time position, as soon as additional work hours become available. This agreement does not obligate the District to add additional work hours to the present custodian work force, but does address any additional hours (or positions) that may be scheduled and any work hours (or positions) that may be posted after the date of this agreement.

The parties agree that as custodian work hours become available for posting, either part-time or full-time, prior to posting the work hours / position the one present part-time custodian (as of January 1, 2006) will be offered any and all hours, up to and including enough hours to make her work assignment a full-year full-time assignment. It is the understanding of the parties that the District is not obligated to offer the part-time custodian more hours than needed to make her assignment full-time. If the part-time custodian refuses an offer to make her work schedule full-time hours, the district is not obligated any further to this agreement, provided the additional hours would create a regular full-time full-year shift (i.e., the work hours offered are contiguous not split into two or more separate work periods).

Letter of Agreement  
Between the Hesperia Board of Education  
And the  
Hesperia Educational Support Personnel Association

Re: Bargaining unit substitute rate of pay

The parties have agreed in section 1.2 of the Master Agreement to a provision that allows employees to make application for and perform substitute work in addition to the employee's regular work assignment.

The parties hereby agree that the rate of pay for any employee who works as a substitute under the provisions of section 1.2 shall be the regular base rate of pay for the position being filled.

This clarification of the rate of pay for employees who fill a substitute position does not change or modify any other provisions of this section of the agreement between the parties.

This clarification shall be implemented and considered in effect as of January 1, 2010. Pay adjustments shall be made retroactively to that date for all employees whose regular rate of pay is greater than the substitute rate of pay.

This agreement clarification is the full agreement of the parties.

Hesperia Community Schools

Michigan Education Association

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